



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE**

**MONDAY, FEBRUARY 24, 2025
7:00 PM**

Individuals Requiring Special Accommodations Should Notify the City's ADA Coordinator at (719) 553-2295 by Noon on the Friday Preceding the Meeting.

- A. CALL TO ORDER** President Mark Aliff
- B. INVOCATION** Pastor Robert Hauter, Trinity Lutheran Church
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**
- F. PUBLIC FORUM**
- G. COUNCIL MEMBER AND MAYOR COMMENTARY**
- H. REVIEW OF AGENDA**
- I. APPROVAL OF AGENDA**

Motion to Amend the Agenda or Motion to Approve the Agenda as distributed.

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated February 10, 2025, as distributed.

J1 City Council Minutes February 10, 2025

K. CONSENT AGENDA

All items listed in this portion of the agenda are considered to be routine by the City Council and will be enacted by one motion. There will be no separate discussion of these items unless a Councilperson so requests; in which event, the item will be removed from the Consent Agenda and considered under the Regular Agenda. Unless otherwise indicated, titles are self-explanatory.

L. COMMUNICATIONS

L1 Minutes of the Planning and Zoning Commission Regular Meeting for 1/8/2025

M. RESOLUTIONS

M1 A Resolution awarding an agreement with on-call transportation technical assistance

consultant Bohannon Huston, Inc. to prepare and develop the 2050 Long Range Transportation Plan in the amount of \$ 298,900, from TP2440 and authorizing the Purchasing Agent to execute same

- M2 A Resolution authorizing funds in the amount of \$297,746.02 from the Black Hills Energy Underground Utility Fund to be expended for the purpose of relocating overhead electric facilities underground with respect to the Fire Station #8 Project
- M3 A Resolution authorizing the transfer of \$110,000 from Capital Project No. CI2432 - HARP Channel Extension and Boathouse Project to HARP Authority
- M4 A Resolution transferring \$18,167.50 within the Southpointe Special Improvement Maintenance District Budget from the "Projects to be Determined" operating budget line account into the "Repair & Maintenance" operating budget line account
- M5 A Resolution approving the assignment of Hangar Ground Lease by and between the City of Pueblo, a Colorado Municipal Corporation, Kenneth Johnson, Christina Johnson, and Skyway, LLC., a Colorado Limited Liability Company, and authorizing the Mayor to execute same
- M6 A Resolution confirming the appointment by the Mayor of Norm Gonzales to serve a three-year term expiring September 30, 2025, on the Pueblo Memorial Airport Advisory Committee
- M7 A Resolution confirming the appointment by the Mayor of Donna Gutierrez to serve a four-year term expiring May 9, 2029, on the Pueblo Depot Activity Development Authority (PuebloPlex) Board of Directors
- M8 A Resolution approving compensation with respect to a Legal Services Agreement with Clark Hill PLC
- M9 A Resolution of the City of Pueblo in opposition to HB 25-1147: Concerning Measures to Ensure that Municipal Court Defendants are Subject to Similar Conditions as State Court
- M10 A Resolution authorizing the issuance of a Revocable Permit (REV-25-1) to BIF IV Intrepid Opco., LLC., for the purpose of allowing an authorized structure to be within the permitted area until termination or revocation of this revocable permit for use of the existing S. Main Street bridge between E. D Street and Alan Hamel Avenue, Pueblo, CO
- M11 A Resolution authorizing the issuance of a Revocable Permit (REV-25-2) to HARP Authority for the purpose of constructing a trash enclosure in two parking spaces located northeast and adjacent to Angelo's Pizza
- M12 A Resolution tabling final action on the petition for the annexation of the 8.018-acre area commonly known as the First Addition to Villa Bella Annexation, for an additional period of not more than 180 days
- M13 A Resolution tabling final action on the petition for the annexation of the 10.094-acre area commonly known as the Second Addition to Villa Bella Annexation, for an additional period of not more than 180 days
- M14 A Resolution tabling final action on the petition for the annexation of the 79.637-acre area commonly known as the Third Addition to Villa Bella Annexation, for an additional period of not more than 180 days
- M15 A Resolution approving an Agreement between the City of Pueblo, a Colorado Municipal Corporation and Professional Bull Riders, LLC, a Delaware Limited Liability Company relating to parking fees and other claims

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance authorizing a site lease and lease purchase agreement between the City, and BOKF, NA (solely in its capacity as trustee) to finance the acquisition, improvement and equipping of facilities to be used as municipal administrative and other space; approving a certificate of participation, series 2025 in connection therewith in a principal amount not to exceed \$9,100,000; authorizing the Mayor to execute all documents and officials of the City to take all action necessary to carry out the transactions contemplated hereby; and related matters
- N2 An Ordinance approving, and authorizing the Mayor to execute a Contract to Buy and Sell Real Estate by and between the City of Pueblo, a Colorado Municipal Corporation, and 101 W Riverwalk, LLC, a Colorado Limited Liability Company, for the purchase of property described as 101 West Riverwalk Place, Unit 2 within the City of Pueblo
- N3 An Ordinance approving a special area plan amendment for the Rancho Del Sol 5th Filing, A Special Area Plan
- N4 An Ordinance creating a new Section 14 of Chapter 1 of Title XV of the Pueblo Municipal Code relating to pedestrian safety and access to sidewalks and public rights-of-way in the Downtown Business Area of the City
- N5 An Ordinance awarding and approving a Lease and Management Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado Outlaw Racing Association, LLC. for the operation, management, and promotion of the Honor Farm Park & Open Space Oval Track facilities and authorizing the Mayor to execute the same
- N6 An Ordinance amending Section 11-1-211 of the Pueblo Municipal Code relating to the safe use of public property to limit public camping and prohibit temporary structures on public property within the City of Pueblo, Colorado
- N7 An Ordinance amending Section 11-1-401 and 11-1-407 of the Pueblo Municipal Code to categorize theft by the value of the item stolen and to add a mandatory minimum jail sentence for those convicted thereof, and to reinstate Section 1-2-1(g)(1)(a) of the Pueblo Municipal Code to maintain a mandatory minimum jail sentence for those convicted as habitual offenders having violated Section 11-1-401 or 11-1-407 of the Code.

O. APPROVAL OF CONSENT AGENDA

I move to receive and file the minutes of the Planning and Zoning Commission approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for March 10, 2025, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution Confirming the Appointment of Danny Nunn to the Position of Director of Finance
- Q2 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Kadoya Gallery, Inc. in the amount of \$1,200 to sponsor the Dig Talks 2025: Young Leaders Series starting February 26, 2025 at 6 pm in the backroom of the Senate Bar
- Q3 A Resolution authorizing payment from the council contingencies account in the 2025 general fund budget to Mariposa Center for Safety in the amount of \$800 to sponsor the Ode to Chocolate Indulgence on Friday, March 14 from 4 - 7 pm at Mariposa Center for

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance approving the 1st Amendment to the Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation ("City"), and the State of Colorado, acting by and through the Colorado Department of Transportation ("CDOT"), Project BRO M086-079 (22616) for the Mel Harmon Bridge Overlay and Rehabilitation Project, budgeting and appropriating funds in the amount of \$797,179 and Authorizing the Mayor to Execute Same - *Introduced February 10, 2025 by Councilor Brett Boston*
- R2 An Ordinance approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the State of Colorado, Colorado Energy Office, providing grant funding to the City in the amount of \$270,000, and establishing, budgeting and appropriating funds in the amount of \$90,000 to each of the following three Projects: Project CI2451 - Geothermal Grant Fire Station 6, Project CI2452 - Geothermal Grant Fire Station 8, and Project CI2453- Geothermal Grant Fire Station 11 - *Introduced February 10, 2025 by Councilor Brett Boston*
- R3 An Ordinance approving a Use Permit and Rental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, and authorizing the Mayor to execute same - *Introduced February 10, 2025 by Councilor Brett Boston*
- R4 An Ordinance approving and authorizing the Mayor to execute an Intergovernmental Agreement between the City of Pueblo, a Colorado Municipal Corporation and the County of Pueblo, a political subdivision of the State of Colorado, relating to the Spring 2025 Special Municipal Election - *Introduced February 10, 2025 by Councilor Brett Boston*
- R5 An Ordinance approving a Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo STEAM Works DBA Southern Colorado Science Center DBA Leonardo Da Vinci Museum of North American, a Colorado nonprofit corporation for the property legally described as Lot 4 Blk 1 Pueblo Center Subdivision # 3 and authorizing the Mayor to execute the same - *Introduced February 10, 2025 by Councilor Brett Boston*
- R6 An Ordinance approving a lease between the City of Pueblo, a Colorado Municipal Corporation and Marine Toys for Tots Foundation, a Virginia Nonstock Corporation for the property located at 317 North Main Street and authorizing the Mayor to execute the same - *Introduced February 10, 2025 by Councilor Brett Boston*
- R7 An Ordinance referring a question to the eligible electors of the City of Pueblo, Colorado at the Special Municipal Election to be held on May 6, 2025 and fixing the ballot title therefor - *Introduced February 10, 2025 by Councilor Brett Boston*
- R8 An Ordinance approving and authorizing the Mayor to execute a Subdivision Improvement Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Pueblo County, a political subdivision of the State of Colorado related to the Medal of Honor Subdivision and authorizing an extended period for deferred filings - *Introduced February 10, 2025 by Councilor Brett Boston*

S. QUASI-JUDICIAL PROCEEDINGS

- S1 An Ordinance vacating two six-foot public utility easements, one 10-foot drainage easement, and one 408 square foot portion of a public ingress/egress private lane, sanitary sewer and public utility easement generally located north of west 24th Street and west of the unimproved Sawatch Way within the Pikes Peak Park, Filing No. 1 Subdivision

- Introduced February 10, 2025 by Councilor Brett Boston

- S2 An Ordinance amending zoning restrictions to rezone approximately 26-acres located south of Dillon Drive, west of Outlook Boulevard and north of Wills Boulevard from A-1, Agricultural One Zone District to R-2, Single-Family Residential Zone District - *Introduced February 10, 2025 by Councilor Brett Boston*
- S3 An Ordinance approving the Andiamo Subdivision - *Introduced February 10, 2025 by Councilor Brett Boston*

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, FEBRUARY 10, 2025 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Aliff called the meeting to order at 7:01 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Mark Aliff, Brett Boston, Dennis Flores, Roger Gomez, Joe Latino, Regina Maestri, Sarah Martinez.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Heather Graham, Chief of Staff Brian McCain, City Attorney Carla Sikes, City Clerk Marisa Stoller.

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION PRESENTATION: "CAREER AND TECHNICAL EDUCATION WEEK - FEBRUARY 17-21, 2025" - DEVIN KLOCK, COLORADO DECA PRESIDENT

F. PUBLIC FORUM

- Ted Freeman - Municipalization
- Elvis Martinez - Team up to clean up, BHE, Grocery Tax
- Dianne Danti - Suggestion
- Ken Danti - Energy
- Charlie Fetti - PEDCO/Steel Mill/Commanche/electrification
- Doug Hatter - Crime

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Council members expressed comments regarding community-related issues and

events/functions they attended.

The Mayor gave information regarding the PUC meeting on Wednesday and discussed the Union Ave vandalism.

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to approve the agenda as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES JANUARY 27, 2025

Councilor Boston, seconded by Councilor Gomez, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **January 27, 2025** as distributed.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

K. CONSENT AGENDA

L. COMMUNICATIONS

M. RESOLUTIONS

M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$174,885.10 TO DRENGR SOLUTIONS LLC FOR PROJECT NO. 24-037, ELMWOOD GOLF COURSE - SHORT 9 RESTROOM, SETTING FORTH \$41,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15889.

M2 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$146,547.88 TO DRENGR SOLUTIONS LLC FOR PROJECT NO. 24-064, PARKS MAINTENANCE SHOP RESTROOM, SETTING FORTH \$29,309.58 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15890.

M3 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$29,891.26 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1910 ROSE LN., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

This Resolution was assigned as 15891.

M4 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$4,706.18 WITH PARKER EXCAVATING, INC., FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2330 N MAIN ST., PROJECT NO. 24-033 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF THE SAME.

This Resolution was assigned as 15892.

M5 A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND CHC TRAINING, LLC, DBA BETTERCERTIFY RELATING TO BID 24-135, CONSULTANT TRAINING PROFESSIONAL FOR EPA'S RENOVATION, REPAIR, AND PAINTING PROGRAM, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15893.

M6 A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND COMMUNITYSCALE, LLC RELATING TO BID 24-142, CONSULTANT FOR PREPARATION OF 2025-2029 CONSOLIDATED PLAN AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15894.

M7 A RESOLUTION AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL BY CREATING A PROCEDURE FOR RESCHEDULING CITY COUNCIL MEETINGS THAT FALL ON A CITY HOLIDAY.

This Resolution was assigned as 15895.

M8 A RESOLUTION ADOPTING NEW POLICIES AND PROCEDURES FOR RESEARCH, RETRIEVAL, AND COPYING OF CRIMINAL JUSTICE RECORDS, *NUNC PRO TUNC*

This Resolution was assigned as 15896.

M9 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF SEAN CONVERLY TO THE MECHANICAL BOARD OF APPEALS - ENGINEER POSITION

This Resolution was assigned as 15897.

M10 A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF DANIEL HAAS TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC)

This Resolution was assigned as 15898.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT BRO M086-079 (22616) FOR THE

**MEL HARMON BRIDGE OVERLAY AND REHABILITATION PROJECT,
BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$797,179
AND AUTHORIZING THE MAYOR TO EXECUTE SAME**

- N2 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, COLORADO ENERGY OFFICE, PROVIDING GRANT FUNDING TO THE CITY IN THE AMOUNT OF \$270,000, AND ESTABLISHING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$90,000 TO EACH OF THE FOLLOWING THREE PROJECTS: PROJECT CI2451 - GEOTHERMAL GRANT FIRE STATION 6, PROJECT CI2452 - GEOTHERMAL GRANT FIRE STATION 8, AND PROJECT CI2453- GEOTHERMAL GRANT FIRE STATION 11**
- N3 AN ORDINANCE APPROVING A USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N4 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE SPRING 2025 SPECIAL MUNICIPAL ELECTION**
- N5 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 26-ACRES LOCATED SOUTH OF DILLON DRIVE, WEST OF OUTLOOK BOULEVARD AND NORTH OF WILLS BOULEVARD FROM A-1, AGRICULTURAL ONE ZONE DISTRICT TO R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT**
- N6 AN ORDINANCE APPROVING THE ANDIAMO SUBDIVISION**
- N7 AN ORDINANCE VACATING TWO SIX-FOOT PUBLIC UTILITY EASEMENTS, ONE 10-FOOT DRAINAGE EASEMENT, AND ONE 408 SQUARE FOOT PORTION OF A PUBLIC INGRESS/EGRESS PRIVATE LANE, SANITARY SEWER AND PUBLIC UTILITY EASEMENT GENERALLY LOCATED NORTH OF WEST 24TH STREET AND WEST OF THE UNIMPROVED SAWATCH WAY WITHIN THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION**

N8 AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO STEAM WORKS DBA SOUTHERN COLORADO SCIENCE CENTER DBA LEONARDO DA VINCI MUSEUM OF NORTH AMERICAN, A COLORADO NONPROFIT CORPORATION FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 4 BLK 1 PUEBLO CENTER SUBDIVISION # 3 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N9 AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MARINE TOYS FOR TOTS FOUNDATION, A VIRGINIA NONSTOCK CORPORATION FOR THE PROPERTY LOCATED AT 317 NORTH MAIN STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

N10 AN ORDINANCE REFERRING A QUESTION TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025 AND FIXING THE BALLOT TITLE THEREFOR

N11 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO RELATED TO THE MEDAL OF HONOR SUBDIVISION AND AUTHORIZING AN EXTENDED PERIOD FOR DEFERRED FILINGS

O. APPROVAL OF CONSENT AGENDA

Councilor Boston, seconded by Councilor Gomez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for February 24, 2025, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION APPROVING AND AUTHORIZING A BUDGET TRANSFER OF \$640,000 FROM ACCOUNT 5254180053001 TO WWAN07 - VEHICLES & EQUIPMENT - WASTEWATER TO PURCHASE A VACALL TRUCK AND DISINFECTION SYSTEM FOR THE VEHICLE

A staff report and detailed review of the Resolution was given by Andra Ahrens, Director of Wastewater.

Councilor Boston, seconded by Councilor Gomez, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15899.

Q2 A RESOLUTION APPROVING AMENDMENT NO. 2 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., IN THE AMOUNT OF \$1,181,366 FOR 18-087, WASTEWATER DEPARTMENT ENGINEER OF RECORD – SECONDARY CLARIFIER IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

A staff report and detailed review of the Resolution was given by Andra Ahrens, Director of Wastewater.

Councilor Boston, seconded by Councilor Gomez, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15900.

Q3 A RESOLUTION AWARDED AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$1,256,253 TO BOLTON & MENK, INC. A COLORADO CORPORATION, FOR PROJECT NO. 24-123 DESIGN FOR WEST SIDE IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

A staff report and detailed review of the Resolution was given by Andrew Hayes, Director of Public Works.

Councilor Boston, seconded by Councilor Gomez, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15901.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE SUPER TEAM PCSO IN THE AMOUNT OF \$1,000 TO SPONSOR THE ST. BALDRICK'S HEAD SHAVING EVENT ON MARCH 15, 2025 AT THE PUEBLO WEST VFW

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff.

Councilor Boston, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15902.

Q5 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL

CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE LATINO CHAMBER OF COMMERCE IN THE AMOUNT OF \$1,100 TO SPONSOR A TABLE AT THE RIO CARNIVAL ANNUAL DINNER DANCE CELEBRATION ON SATURDAY, FEBRUARY 22, 2025 AT THE PUEBLO CONVENTION CENTER

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff.

Councilor Boston, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Resolution was assigned as 15903.

Q6 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO TEAM PUEBLO VOLLEYBALL IN THE AMOUNT OF \$1,000 TO SPONSOR THE 2025 CLUB VOLLEYBALL SEASON

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff.

Councilor Gomez, seconded by Councilor Boston, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15904.

Q7 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF \$2,140.12 TO OFFSET THE COSTS OF HOSTING A DELEGATION FROM CHIHUAHUA, MEXICO ON THURSDAY, JANUARY 30 - SATURDAY, FEBRUARY 1, 2025

A staff report and detailed review of the Resolution was given by Brian McCain, Chief of Staff.

Councilor Boston, seconded by Councilor Flores, moved to approve the Resolution.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Gomez. Motion Passed 6-1.

This Resolution was assigned as 15905.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE AMENDING SECTION 17-2-2, SECTION 17-4-15 AND SECTION 17-4-51 OF CHAPTER 4 OF TITLE XVII OF THE PUEBLO MUNICIPAL CODE RELATING TO NATURAL MEDICINE

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development.

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak against this ordinance

Seeing no one else wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Gomez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Flores, Councilor Martinez. **Nays:** President Aliff, Councilor Boston, Councilor Gomez, Councilor Latino, Councilor Maestri. Motion Failed 2-5.

R2 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE COLORADO DEPARTMENT OF TRANSPORTATION, AUTHORIZING THE MAYOR TO EXECUTE THE SAME, ESTABLISHING PROJECT NO. CI2508, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$128,000.00 TO PROJECT NO. CI2508 TO INSTALL TRAIL SIGNAGE

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks & Recreation.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Latino, seconded by Councilor Boston, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10894.

R3 AN ORDINANCE APPROVING AN AGREEMENT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO URBAN RENEWAL AUTHORITY, A PUBLIC BODY CORPORATE AND POLITIC OF THE STATE OF COLORADO, RELATING TO THE SALE OF PROPERTY DESCRIBED AS LOT 14, BLOCK 46, EAST PUEBLO, SCHEDULE #431120007, 800 BLOCK E 3RD ST., PUEBLO CO 81001 FOR AN AMOUNT OF TWO THOUSAND DOLLARS (\$2,000.00), AND AUTHORIZING THE MAYOR TO DO THE SAME

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development, and Melissa Cook, Acting Director of Housing.

PUBLIC HEARING:

- Ted Freeman appeared in person to speak against this ordinance

Seeing no one else wished to speak, President Aliff declared the Hearing closed.

Councilor Latino, seconded by Councilor Flores, moved to approve the Ordinance on final

presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10895.

R4 AN ORDINANCE AUTHORIZING AMENDMENT NO. 20 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development, and Melissa Cook, Acting Director of Housing.

PUBLIC HEARING:

- Elvis Martinez appeared in person to speak in favor of this ordinance

Seeing no one else wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10896.

R5 AN ORDINANCE APPROVE THE MEMORANDUM OF UNDERSTANDING BETWEEN THE COLORADO DEPARTMENT OF PUBLIC HEALTH AND ENVIRONMENT, AIR POLLUTION CONTROL DIVISION AND THE PUEBLO FIRE DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

A staff report and detailed review of the Ordinance was given by Barb Huber, Fire Chief.

PUBLIC HEARING:

- Elizabeth Pheebis appeared in person to speak in favor of this ordinance

Seeing no one else wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Martinez. **Nays:** President Aliff, Councilor Maestri. Motion Passed 5-2.

This Ordinance was assigned as 10897.

R6 AN ORDINANCE CALLING A SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025, DIRECTING THAT THE SPECIAL MUNICIPAL ELECTION BE

CONDUCTED AS PART OF A COORDINATED ELECTION, ADOPTING FOR USE AT THE SPECIAL MUNICIPAL ELECTION THE REQUIREMENTS AND PROCEDURES OF THE UNIFORM ELECTION CODE OF 1992 EXCEPT TO THE EXTENT THE UNIFORM ELECTION CODE OF 1992 CONFLICTS WITH A SPECIFIC PROVISION OF THE CHARTER OF THE CITY OF PUEBLO, AND SUSPENDING FOR SUCH PURPOSES THE PUEBLO ELECTION CODE AND ALL ORDINANCES AND RESOLUTIONS OF THE CITY IN CONFLICT THEREWITH

A staff report and detailed review of the Ordinance was given by Marisa Stoller, City Clerk.

PUBLIC HEARING:

- Campbell Hawkins appeared in person to speak against this ordinance
- Ted Freeman appeared in person to speak against this ordinance

Seeing no one else wished to speak, President Aliff declared the Hearing closed.

Councilor Gomez, seconded by Councilor Boston, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** Councilor Flores, Councilor Gomez. Motion Passed 5-2.

This Ordinance was assigned as **10898.**

S. QUASI-JUDICIAL PROCEEDINGS

S1 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE ONE-ACRE LOCATED AT 615 SOUTH PUEBLO BOULEVARD FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO B-3, HIGHWAY AND ARTERIAL BUSINESS ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-24-20 dated January 8, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

- Jerry Lewis appeared in person to speak in favor of this ordinance

Seeing no one else wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Latino, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10899.**

S2 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE .25-ACRES LOCATED AT 2600 EAST 8TH STREET FROM B-2, SUBREGIONAL

BUSINESS ZONE DISTRICT TO R-4, MIXED RESIDENTIAL ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-24-21 dated January 8, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Gomez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion 7-0.

This Ordinance was assigned as **10900.**

S3 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE .15-ACRES LOCATED AT 915 NEVADA AVENUE FROM R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICT

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning documents for this item, Case #Z-24-22 dated January 8, 2025, be made part of the record for this hearing. So ordered by President Aliff.

PUBLIC HEARING:

Seeing no one wished to speak, President Aliff declared the Hearing closed.

Councilor Boston, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** President Aliff, Councilor Boston, Councilor Flores, Councilor Gomez, Councilor Latino, Councilor Maestri, Councilor Martinez. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10901.**

T. ADJOURN

President Aliff adjourned the meeting at 9:28 p.m.

Respectfully submitted,



Marisa Stoller
City Clerk

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Regina Maestri, Christopher Pasternak, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

Public Meeting:

1. A-23-04 Villa Bella (1st Addition)

Commission Action: Bailey motioned to recommend the annexation be forwarded to City Council for approval, seconded by Aznar.

Motion Passed: 7-0

2. A-23-05 Villa Bella (2nd Addition)

Commission Action: Bailey motioned to recommend the annexation application be forwarded to City Council for approval, seconded by Aznar.

Motion Passed: 7-0

3. A-23-06 Villa Bella (3rd Addition)

Commission Action: Bailey motioned to recommend the annexation application be forwarded to City Council for approval, seconded by Aznar.

Motion Passed: 7-0

Public Hearings

- 1. V-24-05** **Vacation:** Vacation of Public Utility Easements in the Pikes Peak Park, Filing No. 1 Subdivision to facilitate an increased width for Sawatch Way. Generally located north of W. 24th Street and east of Sun Mountain Blvd. Staff report by Beritt Odom.

Hearing: Applicant Mike Cuppy was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the vacation application be forwarded to City Council for approval, seconded by Aznar.

Motion Passed: 7-0
- 2. Z-24-20** **Rezone:** Rezoning of 1 acre located at 615 S. Pueblo Blvd. from Single-Family Residential (R-2) Zone District to Highway and Arterial Business (B-3) Zone District. Staff report by Mikaylin Hackley.

Hearing: Applicant Terry Lewis was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, seconded by Maestri.

Motion Passed: 7-0
- 3. Z-24-21** **Rezone:** Rezoning of 0.25 acres located at 2600 E. 8th St. from Sub-Regional Business (B-2) Zone District to Mixed Residential (R-4) Zone District. Staff Report by Mikaylin Hackley.

Hearing: Applicant Eduardo Esquivel was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, seconded by Pasternak.

Motion Passed: 7-0
- 4. Z-24-22** **Rezone:** Rezoning of 0.15 acres located at 915 Nevada Ave, generally east of Lake Minnequa, from Single-Family Residential (R-2) to Resident Charter Neighborhood (RCN) Zone District. Staff Report by

Hannah Prinzi

Hearing: Applicant Nick Gradisar was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the rezoning application be forwarded to City Council for approval, seconded by Spinuzzi.

Motion Passed: 7-0

5. **Z-24-06** **Rezone:** Amendment to the Villa Bella Planned Unit Development, to include land recently acquired and annexed by the applicant and amendments to the residential development standards, total land area included is 760.8 acres. Rezone area is generally located east of CSU-P and north of Cesar Chavez Blvd. Staff report by Beritt Odom, Principal Planner *Continued from December 11, 2024*

Hearing: Applicant Jason Alwine was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the (type of) application with staff conditions 1-5 to Council, seconded by Maestri.

Motion Passed: 7-0

Approval of Minutes: Bailey motioned to approve minutes from December 11, 2024, seconded by Pasternak.

Old/New Business:

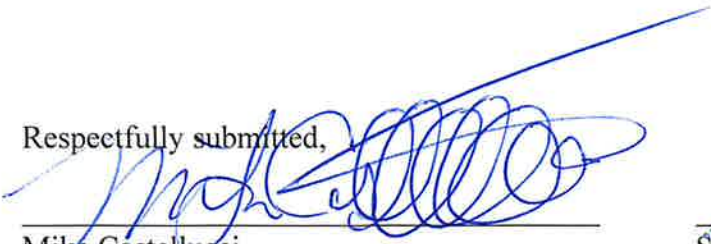
1. Election of Chair, Vice Chair, ZBA Liaison, and TAC Liaisons

Commission Action: Bailey motioned to reelect the same Commissioners to serve in their roles, seconded by Maestri. (Castellucci to be re-elected as Chair, Avalos to be re-elected as Vice Chair, Bailey to be re-elected as the ZBA Liaison, and Spinuzzi to be re-elected as the TAC Liaison.)

Motion Passed: 7-0

Adjourn @ 4:36 PM

Respectfully submitted,



Mike Castellucci
Chairperson



Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT WITH ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE CONSULTANT BOHANNAN HUSTON, INC. TO PREPARE AND DEVELOP THE 2050 LONG RANGE TRANSPORTATION PLAN IN THE AMOUNT OF \$ 298,900, FROM TP2440 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards and authorizes the purchasing agent to execute an agreement with Bohannon Huston, Inc. to Bid 22-069 Pueblo Regional On-Call Transportation Technical Assistance- 2050 Long Range Transportation Plan.

PREVIOUS COUNCIL ACTION:

Resolution 15128 dated January 23, 2023, approved agreements for technical transportation planning services between PACOG/MPO, the City of Pueblo, and Wilson and Company, Inc., and Bohannon-Huston, Inc for Bid No. 22-069 Pueblo Regional On-Call Transportation Technical Assistance Consulting Services.

Resolution 10860 dated December 23, 2024, budgeted and appropriated FY 2024-2025 Urban Transportation Planning funds comprised of \$380,732 in FY 2025 Federal Highway Administration Consolidated Planning Grant (CPG) funds and estimated carryover funds from FY 2024 FHWA CPG funds in the amount of \$537,553.43 for tasks identified in the FY 2024-2025 Unified Planning Work Program (UPWP)

BACKGROUND:

The City has requested proposals from qualified technical transportation planning firms to assist the City with On-Call Transportation Technical Assistance services. Two on-call master contracts were awarded to the following firms: Wilson and Company Inc., and Bohannon-Huston, Inc.

The current Project, 2050 Long Range Transportation Plan, is the second project under these master agreements and includes the preparation and development of the 2050 Long Range Transportation Plan that includes public participation, understanding existing documentation, identifying current and potential funding opportunities, addressing land use and housing and their relationship to all modes of transportation, update growth and trends data, create vision, goals, and projects that compliment public input addressing multiple modes of transportation.

Both On-Call Transportation Technical Assistance firms were invited to submit a proposal for the project, including Compliance with the Greenhouse Gas Rule, Project Management, and various deliverables.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$298,900 will be paid from account TP2440 Special Projects and Other Transportation Mode Planning.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will cancel the Project and the Pueblo Area Council of Governments Metropolitan Planning Organization will be at risk of non-compliance with the Federal Highway Administration under 23 U.S.C §134.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-069 BH Agmt 2050 LRTP

RESOLUTION NO. 15906

A RESOLUTION AWARDING AN AGREEMENT WITH ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE CONSULTANT BOHANNAN HUSTON, INC. TO PREPARE AND DEVELOP THE 2050 LONG RANGE TRANSPORTATION PLAN IN THE AMOUNT OF \$ 298,900, FROM TP2440 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, pursuant to the approved Agreements of On-Call Transportation Technical Assistance, proposals for Bid No. 22-069, 2050 Long Range Transportation Plan have been requested, received, and examined; and,

WHEREAS, the proposal of Bohannan Huston, Inc. of \$298,900 was determined to be the most advantageous to the city, and in the best interest of the City; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Agreement for On-Call Transportation Technical Assistance ("Professional Consulting Services"), a copy of which is attached hereto and made part hereof by reference, by and between City of Pueblo, a Colorado Municipal Corporation and Bohannan Huston, Inc. to provide On-Call Transportation Technical Assistance for the 2050 Long Range Transportation Plan, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funding in the amount of \$298,900 will be paid from account TP2440, Special Projects and Other Transportation Mode Planning.

SECTION 3.

The Purchasing Agent is hereby authorized to execute said agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest the same.

SECTION 4.

The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

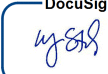
SECTION 5.

This Resolution shall become effective immediately upon passage and approval

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**PROFESSIONAL SERVICES AGREEMENT
BY AND BETWEEN CITY OF PUEBLO AND
BOHANNAN-HUSTON, INC.**

22-069 PUEBLO REGIONAL ON-CALL TRANSPORTATION
TECHNICAL ASSISTANCE - 2050 LONG RANGE
TRANSPORTATION PLAN (LRTP)

PROFESSIONAL SERVICES AGREEMENT BY AND BETWEEN CITY OF PUEBLO AND BOHANNAN-HUSTON, INC.

1. INTRODUCTION

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20____, by and between the City of Pueblo, a Colorado Municipal Corporation (hereinafter referred to as "City") and Bohannon-Huston, Inc., a New Mexico Corporation registered to do business in Colorado (hereinafter referred to as "Consultant"), a professional consulting firm for Consultant to render certain professional transportation planning and related services for City in connection with Bid 22-069 Pueblo Regional On-Call Transportation Technical Assistance - 2050 Long Range Transportation Plan, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

- A. Consultant shall satisfactorily perform stakeholder involvement activities, analysis of documents, identification of funding opportunities, long range transportation planning, assistance to City with Greenhouse Gas Rule activities, project management, and related services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Services"). Such Services shall include all usual and customary professional services incidental to the work on the Project. This Agreement follows the selection of Consultant by City pursuant to a Request for Qualifications (RFQ) and Request for Proposals (RFP). All of the requirements of the RFQ and RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event City has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work (whether performed by Consultant's subconsultants and subcontractors), including all Task deliverables as outlined in Schedule 1 and other services, irrespective of City's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to City for all loss or damage to City caused by Consultant's

negligent act or omission; except that Consultant hereby irrevocably waives and excuses City and City's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

- B. Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.
- C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay City's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Services described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise City in writing that (1) Consultant considers the work beyond the scope of this Agreement, (2) the reasons that Consultant believes the out of scope or additional work should be performed, and (3) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by City. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.
- E. Consultant acknowledges that, due to the nature of the services for this project, related professional services, and the impact of same on the Project, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that Consultant has selected and intends to employ or assign the key personnel and subconsultants identified in Schedule 4 ("Identification of Personnel, Subcontractors, and Task Responsibility") attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, City shall have the right to object in writing to employment on the Project of any such key person, subconsultant, or assignment of principal responsibility, in which case Consultant will employ alternate personnel for such function or reassign such responsibility to another to whom City has no reasonable objection. Thereafter, Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

3. CITY'S RESPONSIBILITIES

- A. City agrees to advise Consultant regarding City's Project requirements and to provide all relevant information, data and previous reports accessible to City which Consultant may reasonably require.
- B. City shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of City to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind City as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum agreement price.
- C. City shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The City's approval of any analysis, data, documentation, graphics, lists, maps, materials, memorandums, notes, plans, reports, summaries, tables, websites, or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. City shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of City and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for City to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for City to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of City but must be procured from others.
- E. Notify Consultant whenever City becomes aware of any substantial development or occurrence which materially affects the scope or timing of Consultant's services.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Services” and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

- A. City will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed \$298,900.00 in the aggregate as set forth in Schedule 2 "Fee Schedule" and computed in accordance with this Section. In the event compensation for

services is set forth in Schedule 2 as to each phase of work indicated in this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.

- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.
- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- D. No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.
- E. Compensation for authorized work beyond the scope of this Agreement shall be governed by Section 2.

6. TERMINATION

- A. City reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work, stop incurring expenses, and shall promptly deliver to City all analysis, data, documentation, graphics, lists, maps, materials, memorandums, notes, plans, reports, summaries, tables, websites, work product, and all other information as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress. Consultant shall at all times act in good faith with respect to the orderly transfer of work to the City or any entity designated by City.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. Consultant shall provide a detailed final invoice to the City within fourteen (14) calendar days from the effective date of termination, itemizing the work completed, costs incurred, and any outstanding payments due. In no event shall payment to Consultant upon

termination exceed the maximum compensation provided for complete performance in Section 5, and the Consultant expressly waives any right to claim damages, including but not limited to lost profits, anticipated revenue, or indirect or consequential damages arising out of or relating to the termination for convenience.

- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (1) the reasonable value of completed work to City, or (2) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

Analysis, data, documentation, graphics, lists, maps, materials, memorandums, notes, plans, reports, summaries, tables, websites, and all other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all analysis, data, documentation, graphics, lists, maps, materials, memorandums, notes, plans, reports, summaries, tables, websites, and all other documents pertaining to the work to be performed under this Agreement. In the event City uses the information provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such information for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national

origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Notices

Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either the City or the Consultant by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service when deposited in the United States mail, first-class postage prepaid, addressed to the City of Pueblo, Planning Department, Attn: Scott Hobson, Director, 211 E. D Street, Pueblo, CO, 81003; or to the Consultant, Bohannon-Huston, Inc., Attn: Denise Aten, Senior Vice President, 9785 Maroon Circle, Suite 140, Englewood, CO, 80112. Either party may change their address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.5. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of Bid 22-069 Pueblo Regional On-Call Transportation Technical Assistance - 2050 Long Range Transportation Plan are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.6. Subcontracts

- A. City acknowledges that Consultant is the prime contractor and the only party with whom City has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of City, and City shall be a third-party beneficiary of those subcontract provisions.
- B. Consultant shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Consultant.
- C. Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the City has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to City prior to execution of this Agreement to induce City to enter this Agreement. Consultant shall not change such consultants or

key personnel except after giving notice of a proposed change to City and receiving City's consent thereto. Consultant shall not assign or reassign Project work to any person to whom City has reasonable objection.

7.7. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.8. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.9. Choice of Law, Jurisdiction, and Venue

Colorado law, the Pueblo City Charter, the Pueblo Municipal Code, and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference that conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the County of Pueblo.

7.10. Severability

If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.11. Appropriations

- A. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.
- B. Financial obligations of the City payable after the current City Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

8. DISPUTES

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which the designated Agreement representatives cannot resolve shall be referred in writing to the Mayor's Office for the City for a final determination of the issue. The Parties agree that participation in this administrative procedure shall be a condition precedent to the initiation of litigation, except in the case of an emergency or other conditions that entitle either Party to seek injunctive or emergency relief from a court of competent jurisdiction, in which no participation in the preceding alternative dispute resolution process shall be required.

9. REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS

- A. Consultant understands that City may be funding the Project in whole or part with funds provided by the State of Colorado Department of Transportation (CDOT). Consultant agrees it is subject to and shall comply with all applicable provisions and regulations of any CDOT funding (or Intergovernmental Agreements between CDOT and City of Pueblo) that may be applicable to future PACOG and City of Pueblo projects.
- B. Consultant shall comply and any/all other Federal, State, and local laws applicable to its activities.
- C. All records with respect to any matters covered by this Contract and any subsequent Agreements shall be available for inspection by City and or CDOT at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.
- D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.
- E. Consultant has agreed to all CDOT Professional Services Local Agency Civil Rights and Disadvantaged Business Enterprise (DBE) Contract Requirements in the Master Contract for 22-069 Pueblo Regional On-Call Transportation Technical Assistance dated January 24, 2023 (which are included herein by reference).

10. INSURANCE

10.1. Conditions

- A. Consultant agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its

employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.

- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, their employees, subcontractors, and consultants.

10.2. Minimum Requirements

- A. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the agreement.
- B. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. Alternate coverage of combined single limit, each accident, in an amount of not less than \$1,000,000 may be accepted at the discretion of the Purchasing Director. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles whether owned, leased, hired or used by Consultant.
- C. Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

10.3. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the City, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq.,

C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b). No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

13. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall complete the Colorado PERA Questionnaire and the completed form shall be included as an Additional Information of the signed Agreement.

14. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

- Schedule 1 - "Scope of Services" consisting of 22 pages.
- Schedule 2 - "Fee Schedule" consisting of 2 pages.
- Schedule 3 - "Work Schedule" consisting of 1 page.
- Schedule 4 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 10 pages.

15. SIGNATURE

- A. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which

shall be: (1) an original, and all of which taken together shall constitute one and the same agreement, (2) a valid and binding agreement and fully admissible under state and federal law, and (3) enforceable in accordance with its terms.

- B. This Agreement, together with all Project Documents incorporated by reference , constitutes the entire Agreement between City and Consultant with respect to their subject matter, and may not be amended a modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

BOHANNAN-HUSTON, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Denise Aten, Senior Vice President

Attest _____
Marisa Stoller, City Clerk

[SEAL]

BALANCE OF APPROPRIATION EXISTS FOR THIS
AGREEMENT AND FUNDS ARE AVAILABLE.

Danny Nunn, Director of Finance

APPROVED AS TO FORM
DEPARTMENT OF LAW

David Wyatt, Assistant City Attorney

Attachments: Schedules 1 - 4 and Additional Information for Agreement

Schedule 1

Scope of Services

Excerpt from Request for Proposal (RFP) dated January 16, 2025, Pages 1 – 11

and

Excerpt from Consultant's Response to RFP dated February 4, 2025, Pages 4 – 14

Summary of Intent:

PACOG MPO is requesting proposals from the prequalified Consultants for this project to support the preparation of the 2050 Long Range Transportation (2050 LRTP). The 2050 LRTP will be developed using the criteria outlined in the Scope of Service below along with the requirements of the Colorado Department of Transportation (CDOT) Policy Directive 14, the Moving Ahead for Progress in the 21st Century Act (MAP-21), Fixing America's Surface Transportation Act (FAST Act), Infrastructure Investment and Jobs Act (IIJA), Inflation Reduction Act (IRA), and more broadly, the applicable planning requirements of the Federal Highway Administration (FHWA) and Federal Transit Administration (FTA). The intent of this plan is to perform a full update to the Pueblo Area Council of Governments (PACOG) Long Range Transportation Plan. The goal is to make a citizen-friendly plan with more graphic elements and easily digestible text. In addition, the 2050 Plan will need to include the newly required Greenhouse Gas Transportation Planning Standard adopted by the Colorado Transportation Commission in December 2021.

Vision for plan:

Create a strategic long range transportation plan resulting from public and stakeholder feedback that focuses on safety, equity, sustainability, resiliency through goals, policies, and strategies that are attainable and accountable.

Purpose and goals:

The purpose and goals of this project will be inclusive of public engagement and stakeholder outreach.

- **Develop a vision.** Work with a diverse set of stakeholders to develop a shared vision for transportation goals in our region (to include all modes).
- **Identify priority investments.** Identify needed improvements and investments to the transportation systems over the next 25 years using a performance-based planning and programming approach.
- **Improve mobility.** Develop strategies to expand and enhance mobility with particular focus on access and mobility for vulnerable and minority populations across Pueblo County.

- **Integrate greenhouse gas (GHG) rule for planning.** Prioritize fiscally constrained project lists to demonstrate GHG emission reductions in 2030, 2040, and 2050 in the updated PACOG Travel Demand Model.
- **Measuring Safety Performance.** Identify policies and strategies using crash data and utilize Pueblo's Safe Streets for All action plan to create a safer transportation system.
- **Coordination between land use and future housing.** Identify policies, potential standards, and strategies that enable better coordination of land use, housing, and transportation to increase multi-modal connectivity and access to everyday destinations that would support sustainability, affordability, and modal choice.
- **Leverage Emerging Technology.** Identify ways to prepare for and embrace emerging technologies to create a more efficient and effective transportation network.

Scope of Service:

While the tasks below are specific, Consultants may propose alternative approaches and methodologies they believe will more efficiently or effectively accomplish the desired vision, purpose, and goals of the project.

This scope of service outlines the minimum requirements which must be fulfilled by the selected Consultant.

The Consultant will work with PACOG MPO staff to develop a final work plan and schedule of deliverables.

TASK 1: Public and Stakeholder Involvement.

1.1. Public and Stakeholder Involvement Plan

Consultant will work in coordination with PACOG MPO staff to develop a Public Involvement Plan that clearly identifies goals, objectives, methods, and audiences for successful public engagement/involvement to support the planning process.

1.2. Public and Stakeholder Involvement Activities

PACOG/MPO staff will identify stakeholders to be highly engaged in the project. The Consultant will lead a majority of the PACOG MPO public and stakeholder involvement activities while the PACOG MPO staff will provide support in developing a strategy and providing supporting tools and materials. The Consultant will create a 2050 Long Range Transportation Plan website along with additional outreach techniques to effectively involve the public and stakeholders. These techniques should be defined and may include surveys, online interactive maps of projects that community members can provide feedback on, promotional materials for online and print distribution, accessible web content, and social media. All public outreach should consider equity, accessibility, and the ability to translate materials into Spanish.

Public involvement will be performed in a minimum of two phases and may include public workshops, pop-up events, focus groups, citizen surveys, stakeholder committees, and other methods of soliciting community input. The public involvement must be accessible to citizens

living in both rural and urban areas of Pueblo County and be a combination of in-person, online, and hybrid experiences.

The City of Pueblo is currently in an agreement with DiExsys for the Pueblo County Safety Action Plan (funded by a Safe Streets and Roads for All (SS4A) grant) and that project will also be conducting public outreach in 2025. It is imperative for coordination and collaboration between City and Consultants of both projects to avoid community outreach fatigue and confusion.

The Consultant will prepare for and conduct one or two meetings with the PACOG MPO board.

Task 1 Deliverables:

- Develop an ADA compliant Public and Stakeholder Involvement Plan and include in the appendix of the LRTP
- Create an ADA compliant 2050 Plan interactive website designed to solicit input on a variety of transportation planning issues and communicate the status of the plan development
- Create ADA compliant digital and print materials as necessary to support online and in-person engagement efforts
- Create ADA compliant summary report of survey responses and input received via the website or other public input opportunities and include in the appendix of the LRTP
- Create an ADA compliant interactive map of tiered project lists for public engagement during and after completion of the 2050 LRTP on the 2050 Plan Website
- Develop an updated Youth Engagement Plan from the LRTP 2045 using new data and youth engagement input from public involvement process that is ADA Compliant.

Task 2: Understanding Existing Documentation.

The Consultant shall develop a basic understanding of what has changed since the development of the 2045 RTP. Data and findings from these plans may be used by Consultant to augment data collection and analysis of the 2050 Plan. Consultant will refer to these documents throughout 2050 LRTP. When applicable, Consultant will provide an ADA complaint summary and/or graphics to demonstrate projects and/or plans that have been completed.

Examples of approved municipal, county, and state government documents:

PACOG/MPO Documents:

- [TIP 2025-2028](#)
- [TIP Tracker](#) (Updated regularly)
- [Bike And Pedestrian Master Plan](#)
- [Public Participation Plan](#) (Currently being updated)
- [2045 LRTP](#)
- [DiExsys Crash Data](#)
- [Regional Bike Lane & Multi-Use Trails Interactive Map](#)
- [10 Year Plan](#)

City of Pueblo Documents:

- [Union Ave and Main Master Plan](#)
- EV Readiness Plan (City)
- [Engineering and Design Standards \(City\)](#)
- City Zoning Code ([Existing](#), keep track as updated and/or adopted)

Pueblo Transit Documents:

- [Pueblo Transit System map](#)
- [Pueblo Transit Study](#)

Pueblo County Documents:

- [Pueblo Regional Comprehensive Plan](#)
- [EV Readiness Plan \(County\)](#)
- [Engineering and Design Standards \(County\)](#)
- [County Traffic Count Data](#)
- [Pueblo Department of Public Health and Environment Documents:](#)
- [Health Needs Assessment \(County\)](#)
- [Community Health Improvement Plan](#)

City of Pueblo Housing & Human Services:

- [Pueblo Housing Assessment and Strategy](#)

Colorado Department of Transportation Documents:

- [Draft GHG Report, January 2025](#)
- [I-25 New Freeway Plan](#)
- [Statewide Transportation Plan](#) ([CCR 601-22](#), Policy Directive 16-10)
- [Colorado Freight Plan](#)
- [CDOT Policy Directive 14](#)

Front Range Passenger Rail Documents:

- All up-to-date documentation on [Front Range Passenger Rails](#)' role in Pueblo

Task 3: Current Funding Mechanisms and Identifying Future Funding Opportunities.

In Task 3, the Consultant shall focus on grants, RTA's, fees, metro districts, etc. The purpose of this task is to understand how projects are currently being funded, who allocates those funds, and identify other opportunities that could benefit the PACOG region.

Task 3 Deliverables:

- Using graphics, depict where current funding is coming from for PACOG region
- Identify other sources of funding and how they may benefit the PACOG region (grants, RTA's, fees, metro districts, etc.).

Task 4: Land Use and Housing.

Consultant shall provide analysis of Pueblo's Comprehensive plan, development plans, housing patterns, and needs to ensure that transportation needs and options are being considered for access to jobs, services, and amenities while providing more efficient and equitable mobility for residents.

4.1 Identify affordable housing organizations from Task 1.

4.2 Provide strategies for better collaboration between planners, housing, developers, transit agencies, and transportation planners.

4.3 Provide documentation on the relationships between transportation and land-use; and outline how both can be leveraged to build a comprehensive multi-modal network.

Task 4 Deliverables:

- Work with City and County planning staff to create a map of sites identified for potential in-fill development and analyze modal improvements which improve connectivity for future uses.
- Work with City and County planning staff to create a map of existing developments and analyze modal improvements to better connect them to a multi-modal network.
- Provide potential regulations, requirements, and strategies that the City and County can utilize as incentives to developers for multi-modal connectivity into their development areas.
- Provide ADA compliant maps of socioeconomic characteristics of PACOG region.

Task 5: Long-Range Regional Transportation Planning.

The Consultant's overarching goal of this task is to analyze the City and County transportation system and prioritize project lists for roadway, active transportation, transit, and freight. Consultant shall assist the City and County to develop an action plan of other strategies to support the transportation system.

5.1. Update Growth and Trends Data

The current Travel Demand Model was updated in January 2025; however, new data may need to be added. Consultant shall utilize the existing data and add any additional relevant information. Additionally, Consultant shall summarize emerging technology and transportation trends that should be considered in the 2050 Plan. The emerging technologies could include, but are not limited to, an evaluation of the likely impacts of increased use of micromobility, micro transit, ride sharing, ride hailing, Connected and Automated Vehicles (CAVs), and similar programs and technologies.

5.2. Vision, Goals, Policies, and Strategies

Assist PACOG/MPO to create vision, goals, policies, and strategies to compliment input received from the public and stakeholders. It is a priority to reduce and streamline an action plan of strategies.

5.3. Project Identification

Assess overall current and future transportation facility needs (roadway, active transportation, transit, and freight) at the 2030, 2040 and 2050 planning horizons. Consultant shall identify projects based on stakeholder and public feedback. It is imperative that preliminary fiscally constrained project lists are developed early in the process so that they can be analyzed for compliance with the Greenhouse Gas Rule (see Task 6 below) and the project list modified and reanalyzed if needed.

5.4. Project Analysis, Performance Measures, Prioritization, and Cost Estimates

Analyze the main transportation system's safety, condition, and performance measures as factors to consider in analysis and expected output:

5.4.1. Roadways

a. Consultant will perform analysis of:

- i. Data gathered from public outreach from Task 1
- ii. Consider existing plans, policies, and data from Task 2
- iii. Use federally required and identified performance measures (PMs) and targets to analyze roadway projects. PMs include, but are not limited to:
 1. Safety data provided by PACOG/MPO and data analysis and recommendations from Pueblo Safety Action Plan (in progress)
 2. Infrastructure Condition data provided by PACOG/MPO and CDOT
 3. System Performance including Truck Travel Time Reliability and 2050 Pueblo Planning Model (PPM) Transportation (model being developed by agreement with Wilson, Inc. and outputs will be provided by PACOG/MPO)
 4. Adopted PACOG Safety Performance Targets
 5. Equity analysis using publicly available tools used in PACOG/MPO Public Participation Plan
 6. Other stakeholder and public-identified PMs
- iv. Evaluate the City of Pueblo updated roadway classifications standards to gauge their effects on the regions' safety performance measures.

b. Consultant Outputs:

- i. Analysis of roadway system performance and system needs and progress towards achieving PM targets
- ii. Data-driven prioritization of roadway projects
- iii. Fiscally constrained roadway project plan at the 2030, 2040, and 2050 planning horizons
- v. Coordinate with City of Pueblo Staff and other active consultants on plan-relevant projects (i.e. Unified Development Code, Roadway Classification and Design Standards Update, Public Participation Plan, etc.)

5.4.2. Active Transportation

a. Consultant will perform analysis of:

- i. Data gathered from public outreach from Task 1
- ii. Consider existing plans, policies, and data from Task 2

- iii. Use federally required and public involvement feedback along with identified performance measures (PMs) to analyze roadway projects
- iv. Identify indirect routes and on-street/trail routes for short and longer distance commutes across town
- v. Identify recreational and everyday destinations (e.g. shopping districts, restaurants, specialty shops, etc.) around or along existing routes. (PACOG MPO to provide information for this process.)
- iv. Identify projects that improve access to recreational areas including public lands, popular destinations, and trailheads
- vi. Study high volume/high conflict crossings and intersections along the existing network
- vii. Analyze the potential of new micromobility programs across the region

b. Consultant Outputs:

- i. Identification of regionally significant active transportation system needs and gaps with consideration of locally adopted plans and policies (see Task 2)
- ii. Data-driven prioritization of active transportation projects
- iii. Update and include all detailed statistics from the existing Bike and Pedestrian Master Plan (crash and fatality statistics, mode-share statistics, etc.); data to be supplied by PACIG MPO
- iv. Update the list of planned Regional Bicycle and Pedestrian Projects (with estimated costs and possibly funding mechanisms) to include additional projects identified through public outreach, engagement, and crash data
- v. Outline a fiscally constrained active transportation plan at the 2030, 2040, and 2050 planning horizons
- vi. Provide recommendations and strategies for future micromobility programs
- vii. Include references (either in the document or as an appendix) to modern international and national standards on bike and pedestrian infrastructure that is effective and safe

5.4.3. Transit

a. Consultant will perform analysis of:

- i. Data gathered from public outreach and Pueblo Transit (Task 1)
- ii. Consider existing plans, studies, policies, and data from Task 2
- iii. Work with PACOG MPO staff and Pueblo Transit to help define vision, goals, and strategies for the transit system
- iv. Work with PACOG MPO staff and Pueblo Transit to determine transit performance measures and analyze transit projects
- vi. Collect and analyze data from human services organizations/providers, seniors, persons with disabilities, representatives of public/private/nonprofit transportation, and other members of the public utilizing transportation services

b. Consultant Outputs:

- i. In coordination with PACOG MPO staff and Pueblo Transit, provide identification of Pueblo system needs and gaps, as well as existing/future public transit projects and strategies resulting in a long-range transit plan integrated into the 2050 Plan

- ii. Identify the transportation needs of individuals with disabilities, older adults, youth, and people with low incomes and provide strategies for meeting these needs with prioritized transportation services for funding and implementation (meeting the FTA requirements of a Coordinated Transit and Human Services Transportation Plan) integrated into the 2050 Plan
- iii. Data driven prioritization of transit projects, including Pueblo projects and other projects in the region eligible for 5310 funds
- iv. Fiscally constrained transit plan at the 2030, 2040 and 2050 planning horizons

5.4.4. Freight

- a. Consultant will perform analysis of:
 - i. Data gathered from public outreach from Task 1
 - ii. Host focus groups with local freight providers, CDOT, Pueblo Regional Airport, Colorado Motor Carriers Association, the Port of Entry, or other identified stakeholders
 - iii. Assess Regional Freight and Intermodal Transportation needs
- b. Consultant Outputs:
 - i. Update data and narrative on Regional Freight and Intermodal Transportation needs in Pueblo County
 - ii. Develop goals, recommendations, and strategies to improve freight systems

5.5. Modal Network Vision

As an outcome from 5.1 through 5.4, Consultant will identify and establish a future vision for the regional network. The network vision should address issues of accessibility, connectivity, and safety, among others. Additionally, the network vision should consider fiscally constrained, prioritized, and aspirational projects along our network, including but not limited to:

- a. Future (Fiscally Constrained and Aspirational) Roadways
 - i. Highlight non-automobile mode-specific improvements which should be built into these roadways
 - ii. Take into account all transportation networks visions
- b. Existing Roadways
 - i. Highlight corridors which have the potential to prioritize non-automobile modes. Unless there is considerable right-of-way and network interplay, try to keep individual corridors mode prioritized to two modes. (I.E Addition of bus lanes due to frequent bus traffic or addition of protected bike lanes because many routes cross that corridor)
 - ii. Account for the transportation demands and character of nearby land-use and the future-vision of land-use along the corridor
- c. Three major transportation networks (include transit, roadway, and bike route map)
 - i. Highlight how the individual networks can synergize with each other to create a cohesive unified network

Task 5 Deliverables (in addition to the “Outputs” above):

- Consultant will create a technical memorandum of data-driven project prioritization method for roadway, active transportation, and transit projects
- Consultant will modify and/or updated existing roadway classifications GIS map attributes table for multiple users

- Consultant will create a streamlined action plan for transportation vision, goals, policies, and strategies
- Consultant will produce comprehensive tiered project lists:
 Tier 1: Fiscally constrained project list (to be completed by 2030, 2040, 2050)
 Tier 2: Prioritized list of projects if funding above fiscal constrained amounts becomes available
 Tier 3: Aspirational projects: work with City of Pueblo to determine feasibility and connectivity of “aspirational” future network map (projects that illustrative in manner)

Task 6: Compliance with the Greenhouse Gas Rule (GHG Rule).

Consultant shall assist PACOG MPO to integrate greenhouse gas (GHG) rule for planning.

In December 2021, the Colorado Transportation Commission adopted revisions to the statewide transportation planning rules to incorporate a new GHG Planning Standard to address the GHG requirements in SB21-260. The GHG Planning Standard requires the Colorado Department of Transportation (CDOT) and the Metropolitan Planning Organizations (MPOs) in Colorado to determine the amount of GHG emissions from transportation projects included in transportation plans and take steps to reduce GHG emissions relative to estimated emissions resulting from Baseline Plans. For PACOG MPO, the Baseline Plan is the 2045 Plan. The 2050 Pueblo Planning Model (PPM) developed by agreement with Wilson, Inc. includes a 2020 baseline for determining GHG baseline emissions and will be used by PACOG MPO staff to determine 2030, 2040, and 2050 levels. The reduction level of CO₂e required for PACOG MPO are as follows:

Regional Areas	2025 Reduction Level (MMT)	2030 Reduction Level (MMT)	2040 Reduction Level (MMT)	2050 Reduction Level (MMT)
PACOG	N/A	0.03	0.02	0.01

Emission reductions can be demonstrated through modeling and/or through mitigations measures as identified in [CDOT’s Policy Directive \(PD\) 1610: Greenhouse Gas Mitigation Measures](#). Additional mitigation measures outside of PD 1610 may be proposed to CDOT but must be submitted early to follow the process described in PD1610. Calculating the emission reductions will be an iterative process where fiscally constrained roadway, active transportation, and transit projects (from Task 5) will be analyzed to determine GHG emissions and may need to be modified/reanalyzed if reduction levels are not met.

As part of this contract, a GHG Transportation Report that complies with 2 CCR 601-22 will need to be developed to demonstrate compliance with the Rule. If needed, this report will include the GHG Mitigation Action Plan. Consultant will work with staff to prioritize projects. Consultant is expected to document mitigation measures in the GHG Transportation Report if needed.

The CDPHE MOVES3 model and PPM will be used to calculate the GHG emissions. Consultant is expected to assist with developing scenarios that will be analyzed in order to reach GHG emission reduction levels. PACOG MPO staff will work with CDOT and CDPHE to run the analysis and provide outputs to the consultant.

Task 6 Deliverables:

- GHG Transportation Report demonstrating compliance with GHG reductions
- GHG Mitigation Action Plan (if needed)

Task 7: Draft and Final Deliverables.

Consultant shall perform and provide the following:

- Draft and Final 2050 Plan
- Draft and Final Executive Summary
- Supporting documentation and information used to develop this project (including but not limited to the following): GIS data (shapefiles/geodatabases), website logins, and tech memos
- Vision Map (fiscally constrained)
- Future roadways (“aspirational” place holder for other roadways)
- GHG plan (Board adoption and TC approval)
- Roadway classifications with simplified attribute tables
- Key active transportation project list and address major connection and access gaps
- All deliverables are also to be submitted in native file format
- All deliverables will be ADA compliant.

Task 8: Project Management.

The purpose of this task is to ensure a coordinated and efficient planning process that results in timely and thorough deliverables within the project budget. Through the contracting process and a kickoff meeting, Consultant will work with PACOG/MPO staff to refine the scope of services and set expectations for the schedule, communication protocols, product deliverables, and project coordination. The Consultant will use the input from the kickoff meeting to develop a project management overview that establishes a foundation for success and clarifies the project’s process, schedule, and desired outcomes. Most meetings will be held virtually with the option of a few hybrid or in-person meetings.

At a minimum, the project management overview will:

- a. Identify the roles and responsibilities of agencies and organizations involved throughout the planning process
- b. Suggest preliminary dates for key task milestones and decision points
- c. Identify target deadlines for each prescribed task including deadlines for review and response periods
- d. Develop a protocol for communicating, distributing data and documents, and drafting and finalizing materials for review by the PACOG/MPO Project Manager
- e. Develop a regular meeting schedule with the Consultant and PACOG/MPO staff throughout the project
- f. Develop a schedule for meetings with Stakeholders, public involvement activities, and any other meetings deemed necessary and agreed upon by the Consultant and PACOG MPO

Task 8 Deliverables:

- A kickoff call with PACOG MPO staff
- A detailed project management overview as described above
- Regular project management meetings with PACOG MPO staff
- Meeting notes

Estimated Target Dates:

Mid-December 2025: Take GHG plan to CDPHE and CDOT

January 2026: Submit to CDOT for February Transportation Commission

February 2026: PACOG present to Transportation Commission

April 2026: PACOG adoption

Scope of Work

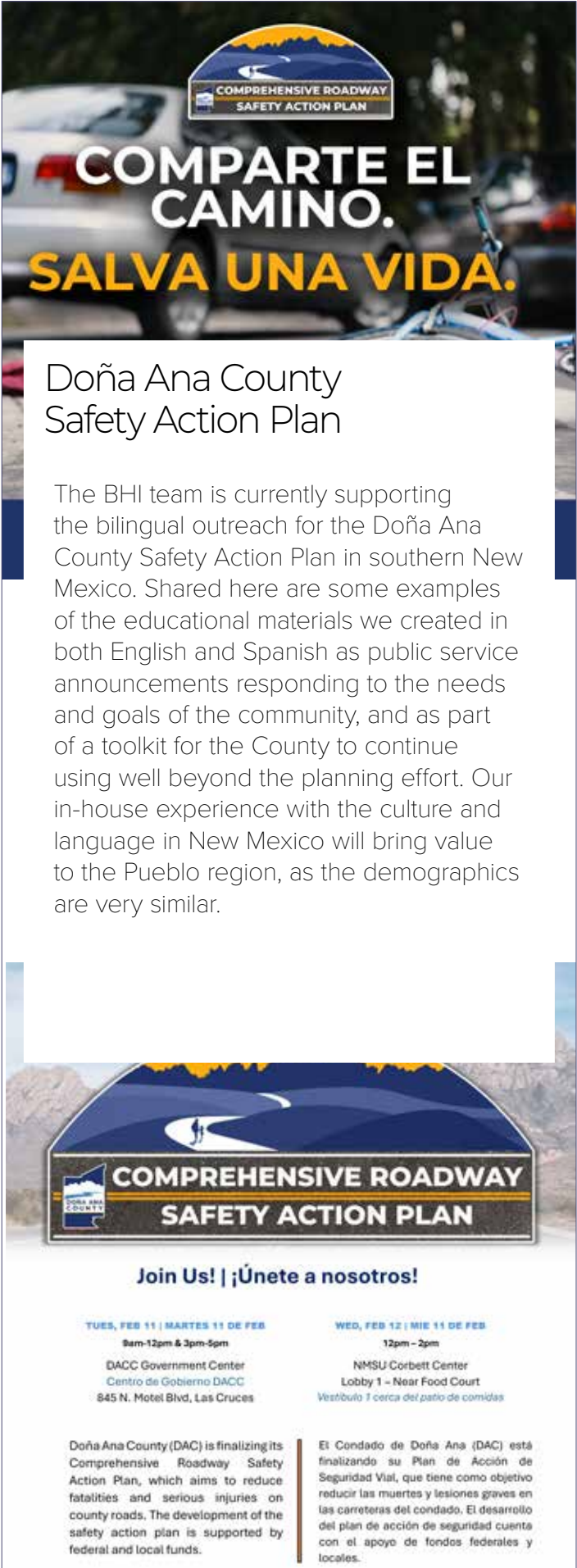
TASK 1: Public and Stakeholder Involvement

Public and Stakeholder Involvement Plan

The BHI team will support PACOG staff in the development of a comprehensive stakeholder and public engagement program. We think the best approach to doing this is to build our own internal community engagement team. As integral participants in the planning, analysis, and development of recommendations, BHI team members are the most qualified and well-informed people to create and facilitate an equitable and inclusive stakeholder and engagement plan for this initiative. With 30+ years of outreach experience, the engagement task will be led by Denise Aten and supported by Derrick Webb and the planning team. We are the actual staff working on the technical elements of the LRTP, so the ability to actively engage with the vast array of stakeholders and residents currently using your transportation system helps us collect more accurate data, make appropriate assumptions, and develop better solutions for your community.

The BHI team will create a collection of fun and unique techniques to equitably engage the Pueblo area residents. We will draw from years of outreach experience combined with local knowledge and input from PACOG staff to put together an all-inclusive strategy with far-reaching benefits within the community. We have found a combined approach of in-person and online opportunities with integrated bilingual elements is the most resourceful approach.

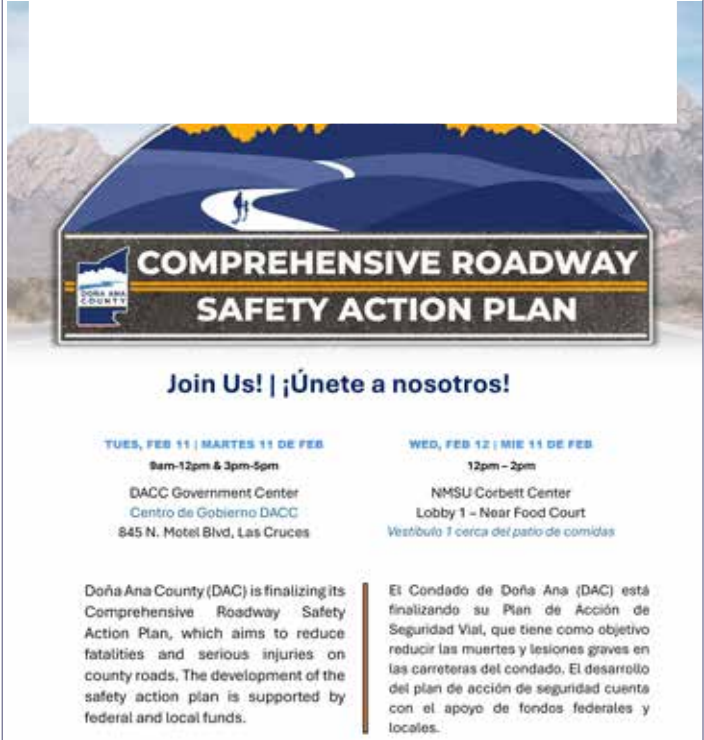
BHI has bilingual Spanish-speaking staff and can self-perform document translation and provide Spanish speaking support during outreach events. In addition, all public events and locations, websites, online activities including mapping and surveys, and all printed materials will be compliant with the American Disabilities Act (ADA). As a team, we share an appreciation for the cultural perspectives, mixed opinions, and diverse social needs that exist in the region, and we will bring the positive and inviting energy needed to encourage participation and build trust.



COMPARTE EL CAMINO. SALVA UNA VIDA.

Doña Ana County Safety Action Plan

The BHI team is currently supporting the bilingual outreach for the Doña Ana County Safety Action Plan in southern New Mexico. Shared here are some examples of the educational materials we created in both English and Spanish as public service announcements responding to the needs and goals of the community, and as part of a toolkit for the County to continue using well beyond the planning effort. Our in-house experience with the culture and language in New Mexico will bring value to the Pueblo region, as the demographics are very similar.



COMPREHENSIVE ROADWAY SAFETY ACTION PLAN

Join Us! | ¡Únete a nosotros!

TUES, FEB 11 | MARTES 11 DE FEB
9am-12pm & 3pm-5pm
DACC Government Center
Centro de Gobierno DACC
845 N. Motel Blvd, Las Cruces

WED, FEB 12 | MIE 12 DE FEB
12pm - 2pm
NMSU Corbett Center
Lobby 1 - Near Food Court
Vestíbulo 1 cerca del patio de comidas

Doña Ana County (DAC) is finalizing its Comprehensive Roadway Safety Action Plan, which aims to reduce fatalities and serious injuries on county roads. The development of the safety action plan is supported by federal and local funds.

El Condado de Doña Ana (DAC) está finalizando su Plan de Acción de Seguridad Vial, que tiene como objetivo reducir las muertes y lesiones graves en las carreteras del condado. El desarrollo del plan de acción de seguridad cuenta con el apoyo de fondos federales y locales.

The online elements in our public engagement program will include a 2050 LRTP website created and maintained by our BHI team, an interactive map, and opportunity for online surveys, questionnaires, and easy comment collection.

Bohannon Huston PUBLIC INVOLVEMENT TECHNIQUES



Logo and Branding

BHI will design a logo and branding unique to the project. The visual element of a consistent logo helps to build community recognition and bridge any existing language barriers.



Attainable Housing
The location will be developed to allow for a mix of housing types and densities to meet the needs of a diverse range of households. The development will be designed to be accessible to public transit and walking and cycling infrastructure to support the Transit-oriented development goals.

Project Website

BHI will develop a project website - hosted by BHI - for easy access to outreach events and plan elements, as well as a project-specific email, phone number, and QR codes.

Online Interactive Map

BHI will create an online interactive map and questionnaires, accessible through the project website, that will aid in the capture of public input at anytime and anywhere.



In-Person Outreach

BHI staff will attend local public events, and set up tabling events in local neighborhoods to capture a wider cross-section of the public in areas that are convenient and accessible.

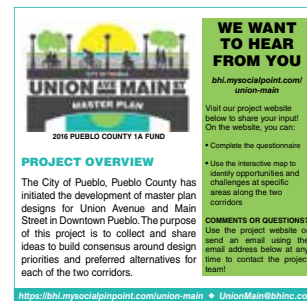


Goals/Vision Exercise - help us prioritize the following elements for the plan



Virtual Public Involvement

BHI will offer a format for virtual viewing of the public events for those who can't travel or have challenging schedules, as well as utilize social media to regularly announce project updates.



Project Flyers

BHI will develop bilingual flyers to share project details and input opportunities which will be posted in local businesses, community centers, schools, and transit vehicles and facilities.

Inclusivity

BHI will identify meeting locations that are ADA-compliant and easily-accessible by transit, pedestrians, and bicycles. BHI also provides translation to ensure participation is available to all.



Educational Elements

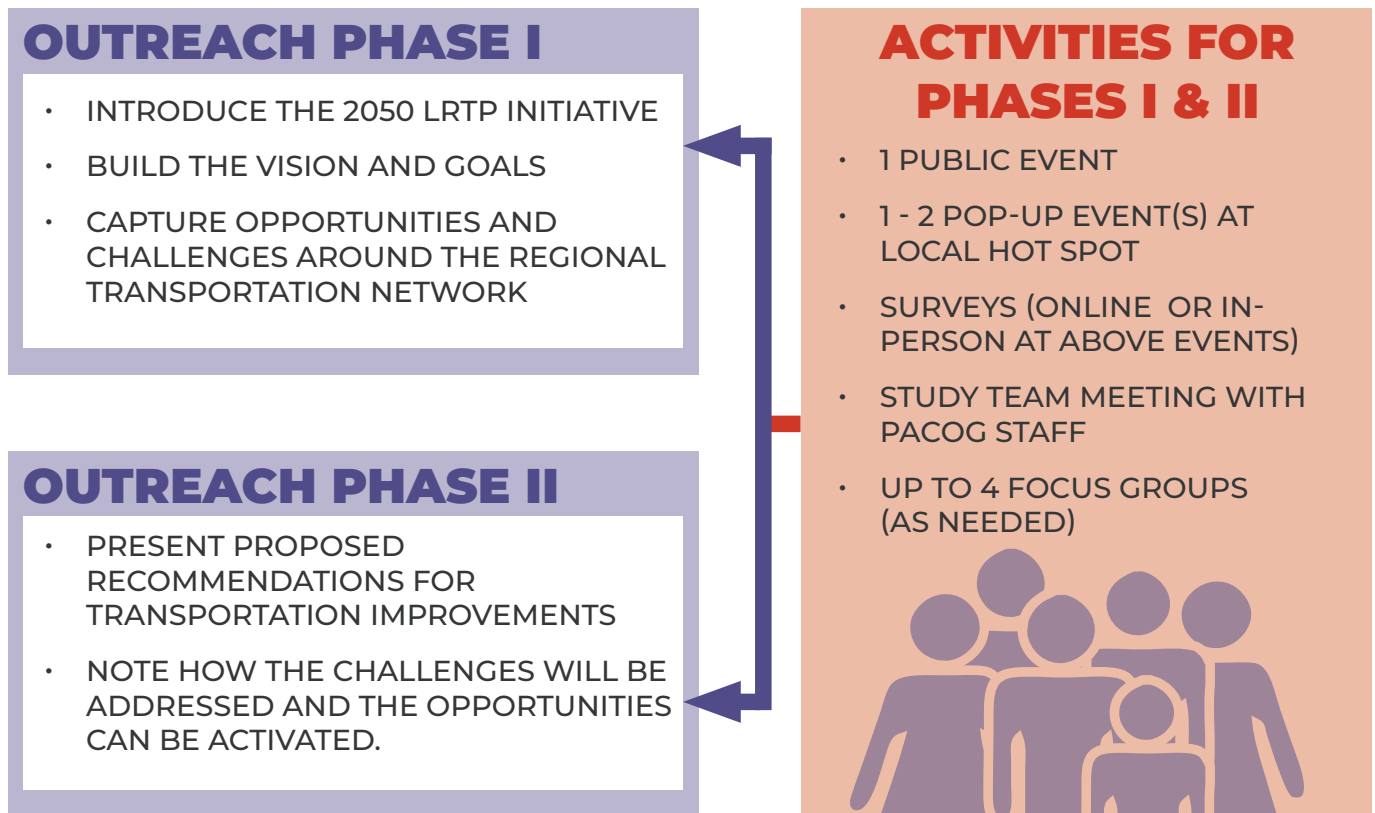
BHI staff will create educational materials on safety that will be utilized throughout the implementation of the project and engagement plan messaging process.



Public and Stakeholder Involvement Activities

Complementing the ongoing outreach framework and online accessibility we will implement 2 phases of more intense public involvement activities. This will allow a targeted approach at strategic times during the LRTP planning process and allow for our team to be in-person and engage directly with your staff and community over a longer period of time. Below are some ideas of how we can make the most of our time and engage the residents of the Pueblo area.

Depending on the timing of events, we will try to join previously scheduled local or community events where people are already attending, minimizing their effort and maximizing our input. We are also happy to coordinate with DiExsys as they implement the outreach for the Pueblo County Safety Action Plan and consider any possibilities of combined efforts or providing value added to each individual initiative by sharing materials.



All materials developed for the outreach events will be visual, educational, clear, concise, linked to the project website, and translated to Spanish as needed. They will be packaged in a toolkit of sorts so that the PACOG and any other local champions could continue the outreach beyond the 2-phase effort, expanding the reach of the public involvement activities. **Plan-specific contact information** will be shared widely, with a dedicated phone number and email that will be monitored regularly by BHI with a commitment to respond within 48 hours of all inquiries throughout the project timeline (and often after).

As a final layer of the outreach element, our team will also support up to 2 presentations to be shared with the PACOG MPO board.

Supplementing the public outreach efforts, we offer a framework for additional collection of input from various agencies and groups in the community. This could include up to 4 focus groups per phase for potential organizations that might include, but are not limited to, the following:

- » Youth groups
- » Seniors
- » Bicyclists and pedestrian groups and advocates
- » Transit-related constituents
- » People with disabilities
- » Community organizations
- » Freight providers
- » State and federal agencies

Noting that **youth groups** were specifically highlighted in the RFP, we will create an enhanced focus group for this demographic. On previous projects, we have scheduled opportunities to capture input in spaces where young people are prevalent, like college campuses, or do a strong social media push for online input – where youth are most likely to respond.

All of the focus groups could be done in person or virtual, depending on the schedule, availability, and accessibility. We will work closely with PACOG staff to establish the focus groups and potential members.

Task 2: Understanding Existing Documentation

Task 2 is about learning as much as we can about the region, collecting data, and identifying gaps and needs for the transportation network and its users. The BHI Team won’t be starting from scratch. We have collective project experience within the region. Our team of planners and engineers also bring existing relationships with relevant agencies, which provide us knowledge of guidelines, design standards, and regulations, including an understanding of CDOT, as well as statewide expectations. Through our recent efforts in Pueblo, Pueblo West, and other areas within PACOG boundaries, we are familiar with the transportation network and other infrastructure data in and around the area.

Through an initial meeting with all PACOG member agencies, we will capture documentation and data needed for the planning process. We will maintain a well-organized database throughout the planning process and maintain communication to ensure all data is current and appropriately applied. We have read, and in some cases written (Union Ave and Main St Master Plan), the resources noted in the RFP, and will continue to use these resources throughout the planning process. That said, we are also open to coordinating with any other consultants you have working on adjacent or relevant planning documents.

We have relationships with the County, City of Pueblo, Pueblo West, and CDOT, and look forward to building relationships with the other member agencies within the region.



3,008
miles of
PUBLIC ROADS



1,300
miles of
TRAILS



287
public vehicular
BRIDGES



450
public recreational
BOAT RAMPS



1,789
lots for
PARKING

Bureau of Reclamation

Transportation Program & Funding Needs Assessment

BHI just recently completed a Bureau of Reclamation (BOR) Transportation Program & Funding Needs Assessment. This effort included data gathering, research, and the development of compelling narrative to capture future funding opportunities for BOR facilities.

“Thank you for your excellent collaboration throughout and for producing such a comprehensive, eye-catching, and well-researched report!”

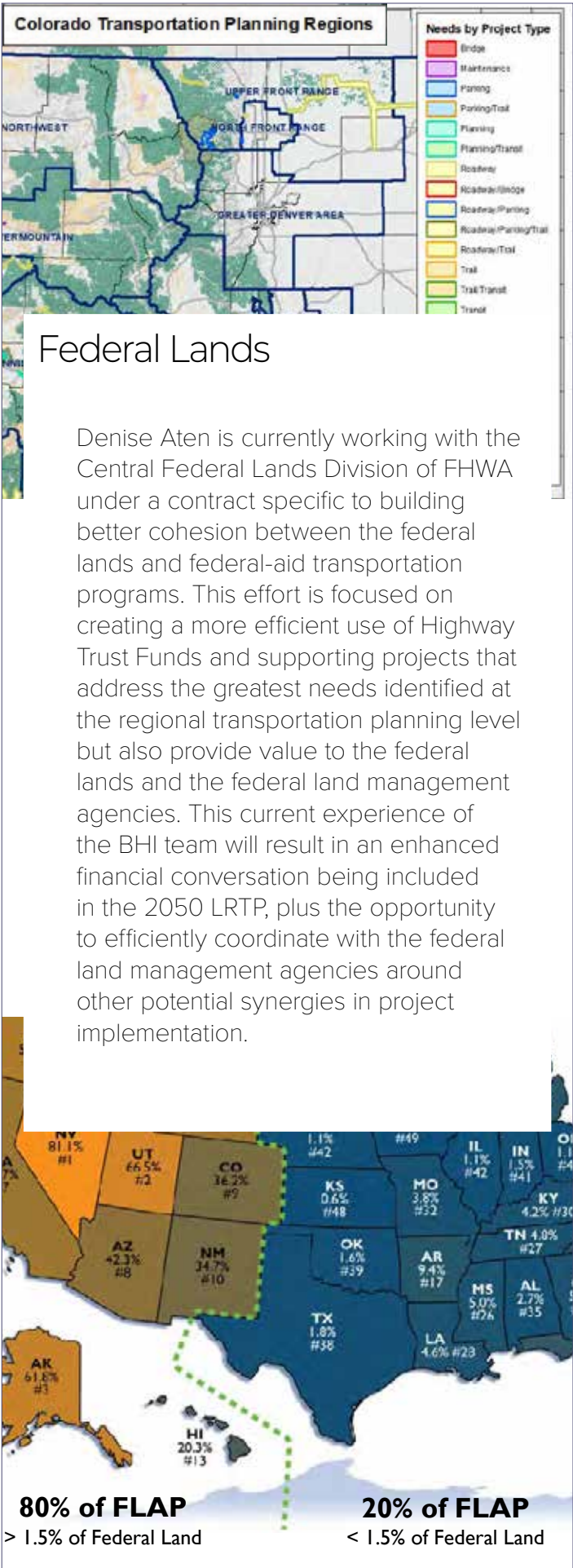
Andrew Daigle, Ph.D.,
Bureau of Reclamation | Denver

Task 3: Current Funding Mechanisms and Identifying Future Funding Opportunities

The focus of Task 3 will be to capture details on current funding mechanisms, as well as identify new and future funding sources. Our team will create tables, charts, and visuals to share the existing funding scenario and present options and opportunities for the future.

Task 4: Land Use and Housing

Supplementing our transportation and multimodal planning knowledge, the BHI team brings strong experience with land use patterns, land use codes, as well as housing needs assessments. We fully appreciate that none of these planning elements exist alone and won't thrive unless considered and planned under a strategic approach which aligns with the transportation network. Through review of previous planning efforts, current housing patterns, development plans and policies, local ordinances and codes, and analysis of in-fill opportunities, we will create a set of recommendations that improve transportation connectivity within the region. An adjacent benefit will be the development of a collaborative framework around all these planning elements which will support the PACOG for years to come. All of the data collected and analyzed under this task will be represented in an ArcGIS database and shared through mapping and network documentation. This effort will result in visuals on existing developments, sites identified for in-fill development, and socioeconomic characteristics - all to help tell the story around current and future land use and housing in the region.



Task 5: Long-Range Regional Transportation Planning

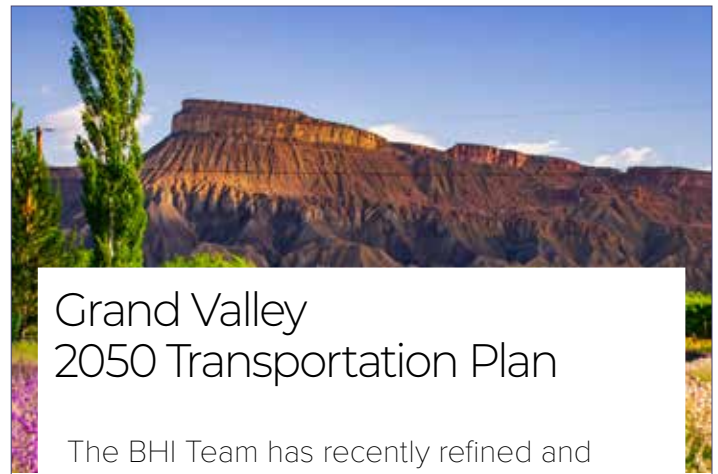
The core of the 2050 LRTP planning initiative is the comprehensive and regional analysis of the transportation system. This will include all modes (vehicles, active transportation, transit, and freight) with a focus on expected and necessary improvements identified since the 2045 LRTP. Based on the analysis of both the transportation network and the associated land use and growth trends, recommendations for the future investment in the transportation system can and will be prioritized. These recommendations and prioritizations will culminate in an action plan ready for implementation; these recommendations are expected to include a collection of infrastructure improvements, policy modifications, and program strategies.

Update Growth and Trends

Based on the 2045 LRTP, the BHI team will consider any changes in population, economic conditions, land uses, and demographics that may have occurred in the past few years. It will be an opportunity to revisit the existing data, update as needed, and document the potential impact on the transportation system. Interconnected with demographics often are the evolution and accessibility of transportation trends and emerging technologies such as shared mobility, electric vehicles (EV), autonomous vehicles (AV), mobility as a service (MaaS), and intelligent transportation systems (ITS) technology. For these areas of opportunity, we will evaluate current conditions and expected future conditions, as well as potential mechanisms to incentivize shifts in transportation that would support the 2050 LRTP vision and goals.

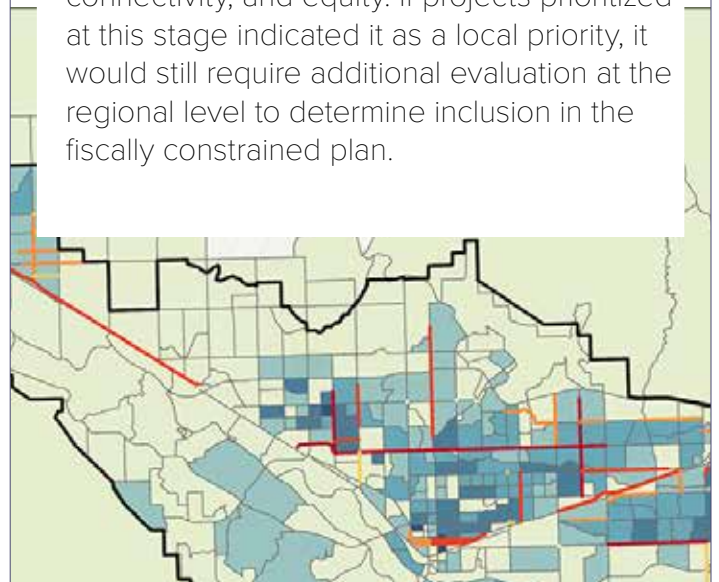
Vision, Goals, Policies, and Strategies

The update of visions, goals, policies, and strategies will be fluid throughout the planning process. The 2045 LRTP vision and goals will be revisited and revised during the first few months of the effort, including the capture of input from the public and focus groups. From there, the 2050 LRTP vision and goals will then be used to vet and align all recommended projects, policies, and programs as part of the larger long-range planning tasks.



Grand Valley 2050 Transportation Plan

The BHI Team has recently refined and applied their methodology to this type of activity while completing the **Grand Valley MPO Regional Transportation Plan**. Under this effort, BHI developed an approach to support the region in prioritizing 120+ roadway projects. This roadway project prioritization process was developed through an iterative process between the project consultant team, RTPO staff, and technical input from the Grand Valley Technical Advisory Committee (TAC). Roadway projects were initially submitted to the RTPO by regional jurisdictions in two key categories: **1. prioritized** and **2. aspirational**. Projects were ranked on a quantitative scale based on a project's relevance to key performance measures, which come from federal mandates and local priorities. Project scores were based on project locations and their relationship to criteria, including safety, infrastructure condition, system reliability (volume to capacity [V/C] ratio), regional connectivity, and equity. If projects prioritized at this stage indicated it as a local priority, it would still require additional evaluation at the regional level to determine inclusion in the fiscally constrained plan.



Project Identification

Through the analysis of the comprehensive set of transportation facility needs, a prioritized list of projects will be developed at the 2030, 2040, and 2050 planning horizons. The project identification and prioritization process will be completed based on input received from the public, MPO staff, and focus groups. Integral to this effort, a prioritization methodology will be developed based on the set of performance measures presented below, as well as any others deemed beneficial. The first application of the prioritization methodology will be used to establish an initial list of fiscally constrained projects so they can be further evaluated for compliance with the GHG Rule.

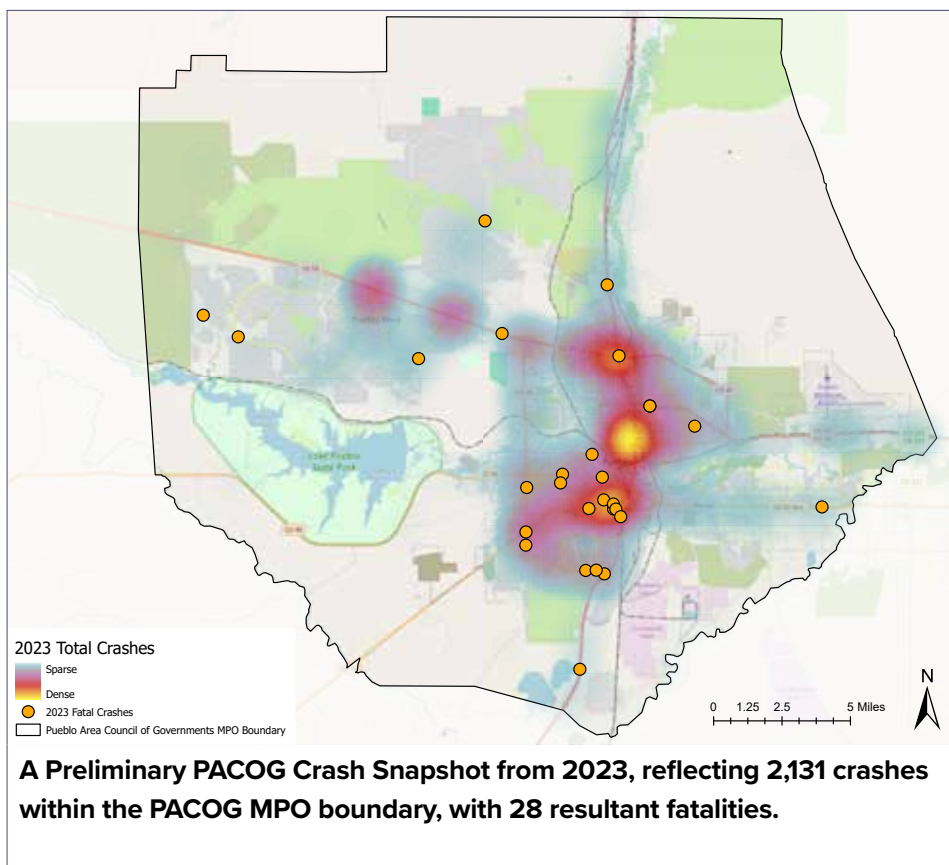
From there, the final list of prioritized projects for the various planning horizons will be completed through an iterative process as projects may need to be reanalyzed or redefined. Beyond the fiscally constrained project list (Tier 1), we will create a prioritized list of projects (Tier 2) for those beyond funding availability, and a list of aspirational projects (Tier 3), for the future network.

Project Analysis, Performance Measures, Prioritization, and Cost Estimates

The primary transportation facilities to be analyzed under this LRTP include roadways, active transportation, transit, and freight. The necessary steps to complete project analysis, refinement of performance measures, application of the prioritization methodology, and associated cost estimates will be done separately for each of the four transportation mode categories. However, the data collection required for the development of performance measures will be done collectively, as many performance measures will support multiple transportation facilities.

Roadways

Roadways will be analyzed based on a collection of available data sources, existing plans and policies, and public/stakeholder input. Leaning heavily on our team members with direct experience with the regional travel demand model, we will analyze the transportation system performance and truck time reliability under various scenarios for each of the planning horizons. Results of the analysis will inform and help identify the recommendations needed to make progress toward the established performance measures and achieve the 2050 LRTP vision and goals. Beyond the overall system, the performance measures will ensure we analyze safety, infrastructure condition, equity, and access to recreational facilities. We will coordinate closely with DiExsys on the current Safety Action Plan and with PACOG to make sure we have current and appropriate data, so that the update from 2045 to 2050 informs the prioritized project list as well as any policy or program recommendations.



Active Transportation

In addition to roadways, our team will analyze the active transportation system, including potential for both infrastructure improvements as well as policies and programs across the region (local or regional). Working closely with the PACOG and the member communities, we will collect and consider the gaps and needs that may have developed in the past few years, fully recognizing those needs and expectations may vary across the region. Appreciating the value the region puts on active transportation and the need for more options and infrastructure, we will work closely with the PACOG staff to align with previous efforts so no opportunities to further active transportation in the region are lost.

All efforts in data collection and analysis specific to active transportation will be aligned with meeting the established performance measures including safety, equity, access to recreational areas, and any other performance measures requested by the PACOG staff.

Transit

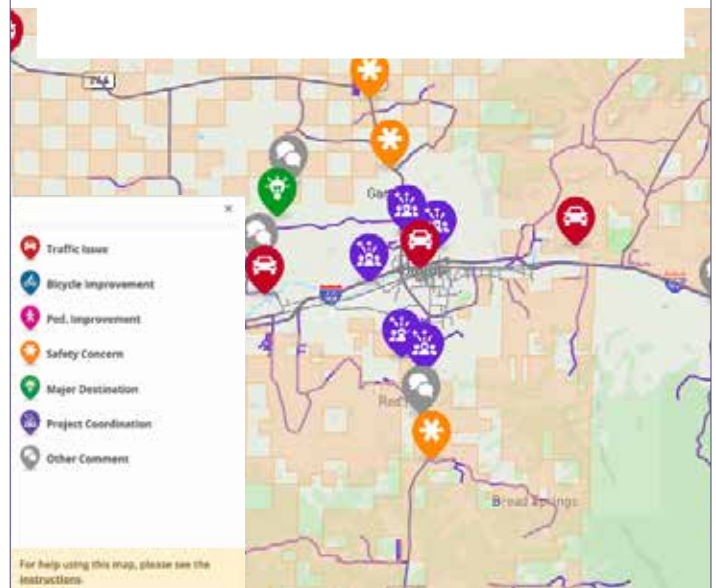
The BHI team can work with a wide range of available datasets to discover insights into transit ridership. Then, working closely with PACOG and Pueblo Transit staff, our team will align the input from the public and focus groups to establish a set of performance measures and transit-focused vision and goals. Our teams' previous experience in transit planning allows us to provide right-sized transit planning and propensity analysis for the region, as well as the ability to respond to those targeted questions about how, where, when, and at what cost transit services can meet customer needs. Our transit planning approach will inform a transit-based project list which would then be evaluated based on the performance measures and how they best support the transit-focused vision and goals.

To better inform the transit project list and prioritization, extra effort will be put into collecting data from current and future transit user groups (individuals with disabilities, older adults, and low-income residents) to ensure all voices are heard and that all needs are identified. This task will also consider the status and need for coordination as it revolves around the Transit and Human Services Transportation Plan for the region.



McKinley County Transportation Master Plan

BHI is currently supporting the development of an updated Transportation Master Plan for McKinley County, NM. It will incorporate a comprehensive multimodal approach to the various transportation facilities available throughout the County's road network. It will also leverage the opportunity to capitalize on the connection between the transportation network and the extensive and ongoing economic development efforts currently underway through various entities supporting the County. The team's goal is to induce efficiency to support ongoing efforts, while also increase the quality of life for all County residents. An integral component of the Transportation Master Plan is the completion of a safety analysis and action plan, aligned with the requirements of the Safe Streets and Roads for All (SS4A) grant program.



Freight

Our team has access to freight and rail data and has knowledge of the recently completed Colorado State Freight Plan and State Rail Plan (2024). Using this resource, we will be able to quickly develop a summary profile of freight assets and issues within the PACOG boundary. Our team will use the data for analysis but also create visuals for the freight and rail data to help tell the story of freight conditions and needs in the region.

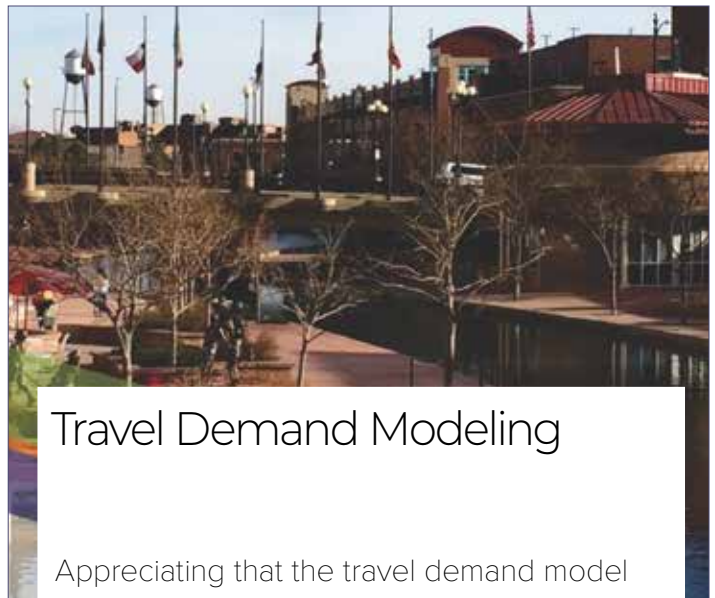
Modal-Network Vision

The 2050 LRTP will represent the prioritized project lists separately for all modes; however, these lists will be integrated into one GIS-based mapping system and viewed comprehensively, in part to inform the establishment of regionally significant corridors. The evaluation of the 2050 LRTP regionally significant corridors will rely on the established set of performance measures to ensure a comprehensive perspective around improved accessibility, safety, connectivity, and mode shift. This holistic network vision will consider, at a minimum, fiscally constrained, prioritized, and aspirational projects. This includes both auto-oriented, non-auto-oriented, represented by roadway, active transportation, and transit projects.

Task 6: Greenhouse Gas Rule Compliance

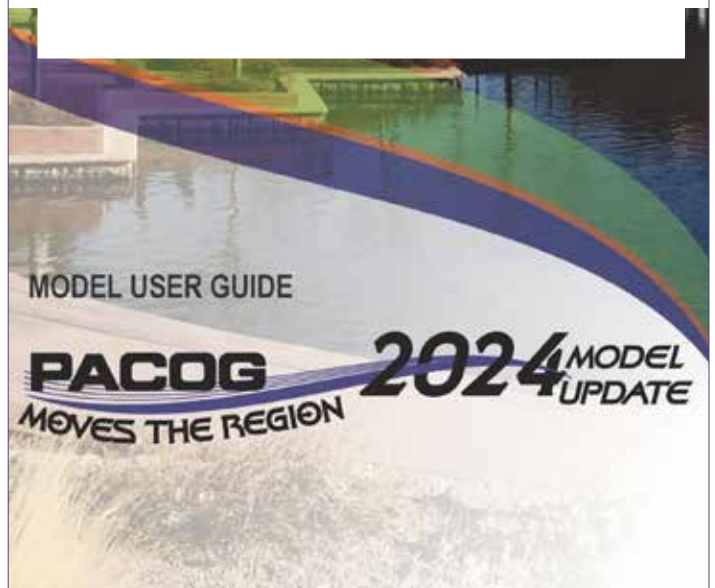
With the direct support of FHU, the BHI Team is well suited to ensure compliance with the GHG Rule. Across the state, FHU has been helping to implement innovative travel demand models that estimate change in projected GHG emissions based on changes in vehicle miles traveled (VMT), modal shifts, level of traffic congestion, proposed land use changes, and other factors. They can also estimate emissions reductions using the CDOT Policy Directive on request.

Emphasizing the use of the PACOG travel demand modeling data, we will support any additional scenario modeling needed, in coordination with Colorado Department of Public Health and Environment (CDPHE) and CDOT. Ultimately, if the development of a mitigation action plan is needed, we will assist the PACOG in selecting and prioritizing capital program investments to assess GHG reduction. Several tools are available to use, and we would work closely with the PACOG to establish the most appropriate approach for this initiative.



Travel Demand Modeling

Appreciating that the travel demand model serves as a critical tool in updating the LRTP and also provides vital information to the PACOG MPO for subarea, corridor, and regional planning activities, we have FHU on our team to support this element. Melanie Bishop brings the expertise to complete any updates needed to the actual model, or to simply use the outputs of the model to inform decision-making and recommendation development. Also respecting that Wilson just recently updated the PACOG travel demand model, we are happy to coordinate with Wilson as needed or desired, as part of this planning initiative.



Task 7: Draft and Final Deliverables

As a culmination of all the public and stakeholder outreach, transportation planning analysis, and development of recommendations that are completed during Tasks 1-6, a comprehensive draft of the 2050 LRTP will be developed for review by the PACOG staff. BHI will then respond to all comments on the draft and create a final 2050 LRTP for review and approval by the PACOG Board. The timing and schedule around the draft and final review process will be determined by the team and noted in the project management overview (PMO). As previously mentioned, a presentation of the draft and/or final to the PACOG Board is expected as a part of this effort.

The focus of the draft and final 2050 LRTP will be to create a concise, visually appealing, easy to digest planning document that includes updated vision and goals, data summaries with educational elements, and a clear set of action items for future implementation. As much as is appropriate, recommendations and proposed projects will be represented with graphics such as mapping or other figures, with associated costs and necessary resources noted. Complementing the full 2050 LRTP will be an Executive Summary that provides a snapshot for ease of use for staff, community leaders, and elected officials.

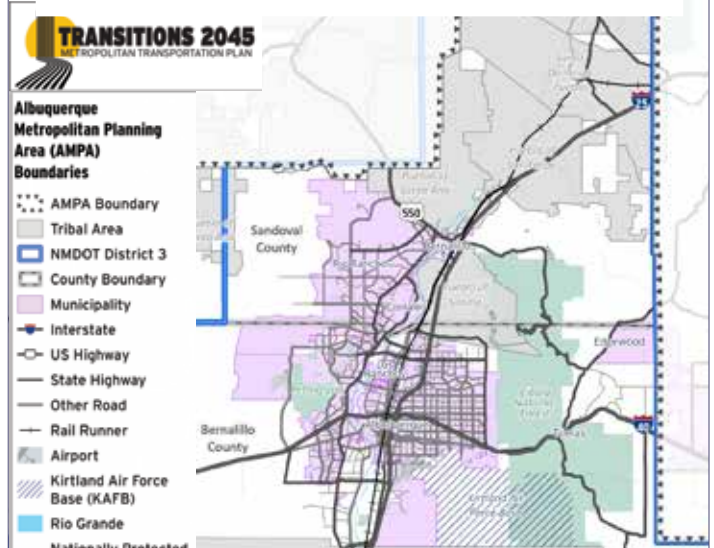
As a final deliverable package, all supporting documentation and native files (including GIS data) will be provided to the PACOG.



MRCOG Metropolitan Transportation Plan

The BHI team is currently supporting the update for the Mid Region Council of Governments (MRCOG) Metropolitan Transportation Plan (Transitions 2045). The MTP identifies transportation challenges the greater Albuquerque metropolitan area will face over the next 20 years and presents strategies for addressing them.

As we do for many clients, we are scoped to create the flow, organization, aesthetics, and readability of the document. All things our planners are great at, and skills that will translate well to the PACOG 2050 LRTP.



Task 8: Project Management

With Denise Aten as your Principal-in-Charge and Derrick Webb as your Project Manager, BHI will ensure that you are afforded all the necessary resources and consistent communication needed to keep this planning initiative on task and under budget. Both Denise and Derrick value communication and appreciate the benefit it adds to the project and to our long-term relationship with the PACOG and other key agencies.

Denise brings strong leadership skills and has the authority to allocate BHI resources as needed, but she is also a transportation planner, so her vantage point is focused on the big picture with consideration of all modes, land use connections, overall benefits, and potential impacts. Denise also brings local experience, as she was the project manager for the Union Ave and Main Street Master Plan for the City of Pueblo. She is looking forward to the opportunity to continue working on planning initiatives in the region.

Derrick brings strong project management skills, transportation planning knowledge, and previous experience with the regulatory environment of an MPO. As the Project Manager, Derrick will lead the team in all technical elements and will engage the appropriate team experts to initiate and complete any and all analysis needed as solutions are developed, whether they are capital projects, policies, or programs. Derrick is currently finalizing several regional long-range transportation plans and has created an efficient and effective work plan he can strategically apply to the PACOG 2050 LRTP.

Denise and Derrick will be your primary points of contact and will maintain close coordination with FHU and Olsson to manage all staff needs throughout the project. BHI will be responsible for all deliverables created by the entire team, including quality assurance and quality control.

Derrick will establish (virtual) monthly progress meetings with key team members. An agenda will be provided prior to the meeting, as well as a meeting summary with action items after each call. The agenda will help determine who from the consultant team and the PACOG staff should join the progress meetings, providing the most efficient use of team resources. Derrick will do his best to minimize the level of effort on the part of the PACOG, fully respecting the limitations on staff capacity, yet still ensuring you are fully involved and informed on any decision-making elements and apprised of any potential schedule or budget concerns.



Project Management

At the onset of the project, a kick-off meeting will be set to refine the schedule and develop a PMO. This PMO will include, at a minimum, the following information:

- **Roles and Responsibilities** of all agencies and organizations
- Preliminary dates for **key milestones**
- Target deadlines for **deliverables**, including review periods
- **Protocol** for communication, data distribution, and document review process
- Regular progress **meeting schedule**
- Stakeholder and **public outreach** activity and meeting schedule



Schedule 2

Fee Schedule

Excerpt from Consultant’s Response to RFP dated February 4, 2025, Pages 16 – 17

PACOG 2050 LRTP												Cost Estimate - 02/01/25	
	Bohannan Huston Staff	P7	P6	P4	P3	P2	P1	Admn	TM 3	E7	E4	E2	
		\$270.00	\$215.00	\$165.00	\$145.00	\$120.00	\$110.00	\$105.00	\$165.00	\$270.00	\$185.00	\$140.00	
		Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	Hours	
Task 1: Public and Stakeholder Involvement													
Public and Stakeholder Involvement Plan		1	2				8						\$1,580.00
Outreach Materials (Bilingual)		1					24						\$2,910.00
Outreach Phase 1 – public events/activities		8	20			20	40						\$13,260.00
Outreach Phase 2 – public events/activities		8	20			20	40						\$13,260.00
Focus Groups (up to 4 –during outreach wave or virtual)		8	8			12	16				4		\$7,820.00
Website / Interactive Map / Surveys		2	2			24	24	8					\$7,330.00
Task 1 Total		28	52	0	0	76	152	8	0	0	4	0	\$46,160.00
Task 2: Understanding Existing Documentation													
Review/Summary of Existing Documentation			2			6	12					2	\$2,750.00
Task 2 Total		0	2	0	0	6	12	0	0	0	0	2	\$2,750.00
Task 3: Current and Future Funding													
Capture current funding details		1	4		8	10							\$3,490.00
Develop visuals on current funding			2		8	12							\$3,030.00
Identify future funding opportunities		2	4		8								\$2,560.00
Task 3 Total		3	10	0	24	22	0	0	0	0	0	0	\$9,080.00
Task 4: Land Use and Housing													
Identify affordable housing organizations			1		2		8						\$1,385.00
Develop strategies for collaboration			4		6		12						\$3,050.00
Develop recommendations to improve multimodal network		2	4		8		12				4	4	\$5,180.00
Task 4 Total		2	9	0	16	0	32	0	0	0	4	4	\$9,615.00
Task 5: Long-Range Regional Transportation Planning													
Update Growth and Trends		1	6		10		12						\$4,330.00
Vision, Goals, Policies, and Strategies		2	6		10		12						\$4,600.00
Project Identification		2	8		12	8	16			1	4		\$7,730.00
Project Analysis and Outputs – Roadways		2	14		20	16	20		0	1	8	8	\$13,440.00
Project Analysis and Outputs – Active Transportation		2	12		20	16	20		0		4	4	\$11,440.00
Project Analysis and Outputs – Transit		2	2		4		4		0		1		\$2,175.00
Project Analysis and Outputs – Transit (FHU)													\$12,000.00
Project Analysis and Outputs – Freight		2	2		4		4		0		1		\$2,175.00
Project Analysis and Outputs – Freight (Olsson)									0				\$10,000.00
Performance Measures and Prioritization		2	12		20	20	24		0	1	8	8	\$13,930.00
Performance Measures and Prioritization (FHU)													\$6,000.00
Cost Estimates		1	2		8				0	1	16	16	\$7,330.00
Modal Network Vision		2	8		12	10	12		0	1	4	4	\$8,090.00
Travel Demand Modeling (FHU)													\$22,000.00
Task Total		18	72	0	120	70	124	0	0	5	46	40	\$125,240.00
Task 6: Compliance with the Greenhouse Gas Rule													
GHG Transportation Report (BHI Support)			3				4						\$1,085.00
GHG Mitigation Transportation Report (FHU)													\$12,000.00
GHG Mitigation Action Plan (FHU) If needed													estimate below
Task Total		0	0	0	0	0	0	0	0	0	0	0	\$13,085.00
Task 7: Draft and Final Deliverables													
Draft / Final Executive Summary		2	4		8	8		4					\$3,940.00
Draft / Final Mapping			8		12	32	14						\$8,840.00
Draft 2050 LRTP		5	18		30	30	30	8					\$17,310.00
Draft 2050 LRTP (FHU)													\$8,000.00
Draft 2050 LRTP (Olsson)													\$8,000.00
Final LRTP		2	8		20	16	12	4					\$8,820.00
Task Total		9	38	0	70	86	56	16	0	0	0	0	\$54,910.00
Task 8: Project Management													
Project Management Overview		2	12		12								\$4,860.00
Kick Off and Monthly PM Meetings		4	24		24						8		\$11,200.00
Task Total		6	36	0	36	0	0	0	0	0	8	0	\$16,060.00
Expenses Total													
Mileage (waived)													\$0.00
Production/Meeting Costs													\$2,000.00
Expense Total													\$2,000.00
Project Total Summary													
FHU Sub Total												\$60,000.00	
Olsson Sub Total												\$18,000.00	
Bohannan Huston Sub Total												\$200,900.00	
Project Total (excluding optional task)													\$278,900.00
Optional: GHG Mitigation Plan (Estimate Only – Scope to be Refined if task is needed) (FHU)												\$20,000.00	
Project Total (including optional task)													\$298,900.00

BHI STANDARD FEE SCHEDULE

BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
September 28, 2024

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	\$125	\$140	\$165	\$185	\$210	\$245	\$270
SURVEYOR	\$125	\$140	\$165	\$185	\$210	\$245	\$270
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	\$125	\$140	\$165	\$185	\$210	\$245	\$270
PLANNER Community, Transportation	\$110	\$120	\$145	\$165	\$185	\$215	\$270
GIS PROFESSIONAL Geographic Information Systems	\$105	\$120	\$140	\$150	\$170	\$200	\$230
DESIGNER Civil, Structural, Mechanical, Electrical, Survey	\$105	\$115	\$140	\$150	\$170	\$190	\$210
PROJECT ADMINISTRATOR	\$100	\$120	\$145	\$165	\$185	\$210	\$230
CONSTRUCTION OBSERVER	\$95	\$100	\$110	\$115	\$130	\$145	\$185
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	\$85	\$90	\$110	\$115	\$130	\$140	\$155
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	\$70	\$80	\$95	\$105	\$115	\$140	\$160
ADMINISTRATIVE PROFESSIONAL	\$70	\$80	\$95	\$105	\$115	\$120	\$135

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding - As invoiced at cost of labor and materials

Courier / Delivery Service - As invoiced by provider

Mileage - As published for the IRS Standard Mileage Rate

Per Diem/Travel - Field personnel in accordance with the latest GSA Schedule based on location of service

Office/Professional staff travel costs, meals and lodging will be billed at cost

Survey Equipment Charge - \$30.00/Hour

Survey Material Charge - \$4.00/Hour

GIS Equipment Charge - Rates shall be negotiated based on the requirements of the contract

sUAS Usage Charge - Rates shall be negotiated based on the requirements of the contract

Other Direct Project Expenses - At Cost

Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate

Expert Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court

Applicable Gross Receipts or Sales and Use Tax - Added to all fees charged for professional services unless they are exempt and official documentation is on file with Bohannon Huston, Inc.

Data hosting fee - \$1,295 per month

Setup - Setup - \$5,000

Schedule 3

Work Schedule

Excerpt from Consultant’s Response to RFP dated February 4, 2025, Page 15

PACOG 2050 LRTP - Schedule															
	2025											2026			
	March	April	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	
Task 1: Public and Stakeholder Involvement															
Public and Stakeholder Involvement Plan															
Outreach Phase 1 - public events/activities															
Outreach Phase 2 - public events/activities															
Focus Groups (up to 4 -during outreach wave or virtual)															
Website / Interactive Map / Surveys															
Task 2: Understanding Existing Documentation															
Review/Summary of Existing Documentation															
Task 3: Current and Future Funding															
Capture current funding details															
Develop visuals on current funding															
Identify future funding opportunities															
Task 4: Land Use and Housing															
Identify affordable housing organizations															
Develop strategies for collaboration															
Develop recommendations to improve multimodal network															
Task 5: Long-Range Regional Transportation Planning															
Update Growth and Trends															
Vision, Goals, Policies, and Strategies															
Project Identification/Mapping															
Project Analysis and Outputs - Roadways															
Project Analysis and Outputs - Active Transportation															
Project Analysis and Outputs - Transit															
Project Analysis and Outputs - Freight															
Performance Measures and Prioritization															
Cost Estimates															
Modal Network Vision															
Task 6: Compliance with the Greenhouse Gas Rule															
GHG Transportation Report (BHI Support)															
Task 7: Draft and Final Deliverables															
Draft / Final Executive Summary															
Draft / Final Mapping															
Draft 2050 LRTP															
Final LRTP															
Task 8: Project Management															
Project Management Overview															
Kick Off and Monthly PM Meetings															
LEGEND															
	Virtual Mtg		Public Events		Focus Group		Deliverable								

Schedule 4

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Consultant's Response to RFP dated February 4, 2025, Pages 18 – 27

PROJECT TEAM

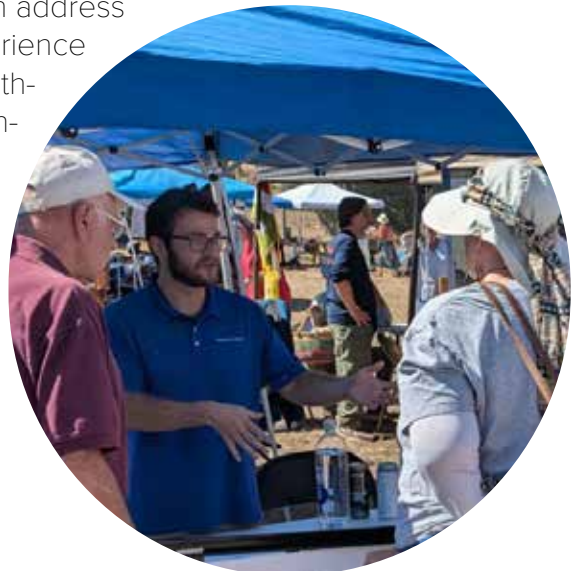


Our Team

The BHI team for the 2050 LRTP will be focused on delivering an updated plan that achieves a safe, efficient, and forward-looking plan to develop your transportation network. Under the leadership of Denise Aten (Principal-in-Charge) and Derrick Webb (Project Manager), BHI staff and our teaming partners from Olsson and FHU will work together to engage the community as we develop and prioritize infrastructure solutions. Our team members and team firms have a history of working together that will allow us to best leverage each firm's expertise in developing a cohesive LRTP to guide PACOG for the next 25 years.

BHI offers an integrated team that includes both planners and engineers. This ensures all strategies and recommendations developed through the planning process both address community aspirations and are still technically feasible. Our experience on a variety of transportation plans allows us to apply proven methodologies and develop community-specific plans that are responsive to local issues while aligning with budgetary and schedule expectations so that you have a roadmap for implementation.

Descriptions of our team firms and résumés for staff were included in the original on-call submission. We have included brief firm biographies and résumés for new team members below to introduce PACOG to the new partners who will be involved in the 2050 LRTP.



Key Staff / Teaming Partners

*New staff / teaming partner denoted with ★

Denise has more than 30 years of experience as a senior transportation and environmental planner working with numerous rural and larger communities throughout Colorado. She partners with clients to capture the community's vision and then develop action items to help them achieve it.



Denise Aten, AICP
Principal-in-Charge

Derrick Webb, AICP
Project Manager



Derrick has supported Colorado communities for nearly 15 years. Skilled in long- and short-range planning, Derrick has substantial experience facilitating a variety of planning processes through to a cohesive goal, often coordinating stakeholders with competing priorities and obtaining consensus.



Jared Lee, PE, LEED AP
Civil Engineer



Curtis Sanders
Planner



Tyler Smith, PE
Traffic Engineer



Autumn Falstad
Planner



Clare Haley, AICP
Planner

OLSSON



Karen Aspelin, PE, PTOE
Senior Traffic Engineer



Ted Ritschard, PE
Traffic Engineer



Kyle McLaughlin, AICP
Planner



Andy Bewer, PE, PTOE
Rail Engineer

FHU



Melanie Bishop, PTP, RSP1
Transportation Planner



Jake Fritz, GISP
Environmental Scientist



Eric Miller, AICP
Senior Transportation Planner



Rocio Ramirez
Transportation Planner



TYLER SMITH, PE

Traffic Engineer

Tyler Smith's technical expertise integrates engineering precision with an understanding of the PACOG region's local needs

Tyler is an experienced traffic engineer with a background in civil engineering, project management, and construction. His expertise encompasses a wide array of transportation planning and engineering projects.

In his role at BHI, Tyler conducts traffic impact analyses, corridor planning studies, and intersection control evaluations, reviewing the impact of design concepts on traffic conditions and developing strategies to optimize performance of existing transportation systems. He has experience with transportation systems management, operations studies, Interchange Justification Reports (IJRs), impact fee assessments, and field studies, including strip maps, speed studies, curve studies, and more. Tyler's technical experience extends to traffic access management; roadway and street design; intersection geometric design; roadway signing and striping; and traffic signal design.

Under previous employment, Tyler worked as in-house consultant to support the CDOT Division of Maintenance and Operations, contributing to the effective upkeep and enhancement of the state's transportation infrastructure

With his strong traffic background, Tyler will be able to work with our planning team to envision what future transportation systems will be needed and to approach those planning initiatives with a focus on ensuring that the improvements are truly feasible and developing a framework focused on implementation.

EXPERIENCE

9 years'

EDUCATION

BS Civil and Environmental Engineering

REGISTRATIONS

Professional Engineer:
CO #56897

PROJECT HISTORY

- **Neighbors Point HAWK Signal Design**
I Town of Firestone
- **Development Review**
I Town of Firestone
- **NM4 Crossing and Multi-Use Trail Improvement** *I Los Alamos County, NM*
- **Colorado School of Mines - Mines Park Traffic Study** *I Capstone Development Partners *Under Previous Employment*
- **The Ranch Signal Design** *I City of Loveland *Under Previous Employment*
- **Wrong Way Driving Signage and Striping Plans** *I CDOT Region 1 *Under Previous Employment*

SELECTED PROJECT EXPERIENCE

CoorsTek 9th Street Project *I City of Golden* *I Traffic Engineer *Under Previous Employment*
In his role as Traffic Engineer, Tyler conducted a traffic impact study identifying traffic related impacts and developing roadway improvements for the proposed CoorsTek 9th Street mixed-use development project.

Candelas Development *I City of Arvada* *I Traffic Engineer *Under Previous Employment*
As Traffic Engineer, Tyler conducted a traffic impact study identifying traffic related impacts and developing roadway to support the development of the Candelas development, Arvada's largest and most complete master-planned community located to the east of State Highway 93.

Clayworks Building B3 *I AC Development* *I Traffic Engineer *Under Previous Employment*
Tyler prepared site-generated traffic estimates for a 181,503 square foot building located at the southwest corner of Ford Street in Golden. Tyler's trip generation comparison updated the original traffic study included in the Clayworks master plan.

Firestone Neighbors Point HAWK Signal Design *I Town of Firestone* *I PM*
As Project Manager, Tyler led the design of High-Intensity Activated Crosswalk (HAWK) signals at key intersections to improve pedestrian safety in the Neighbors Point subdivision.



AUTUMN FALSTAD

Planner

Autumn Falstad is a dedicated planner for BHI whose background in sustainability helps BHI to conduct environmentally conscious urban and regional planning.

EXPERIENCE

2 years

EDUCATION

BA Geography

Autumn supports the team's work in affordable housing studies, transportation plans, and streetscape plans through extensive research, preliminary data collection, and public outreach material development.

Autumn leads the BHI planning team in creating GIS-based interactive maps during the public outreach process. Autumn recently supported an initiative led by Central Federal Lands and Eastern Federal Lands, in conjunction with the National Park Service, to study the possible rail expansion through the Cuyahoga Valley National Park. She supported the stakeholder coordination effort by managing logistics and documentation with consistent and effective communication.

PROJECT HISTORY

- **Housing Needs Assessment** | *Town of Nederland*
- **Comprehensive Planning Efforts** | *City of Gallup, NM*
- **Land Use Code Update** | *Town of Hudson*
- **Safety Action Plan** | *City of Cortez, NM*
- **NE Colorado Regional Resiliency & Recovery Roadmap** | *CDOT Dpt. Local Affairs (LA)*

SELECTED PROJECT EXPERIENCE

Master Plan Update | *Town of Cedaredge* *| Planner*

Once completed, the Cedaredge Master Plan will be used to prioritize and guide decisions and build on current progress to realize their desired vision. Funded in part by the State of Colorado Department of Local Affairs (DOLA), the final master plan includes all of the DOLA-recommended and -required plan elements, including the 3-mile plan, the future land use plan, components related to resiliency and climate change, as well as housing needs and affordability strategies.

Transportation Master Plan | *Town of Firestone* *| Planner*

This TMP is critical in helping manage growth opportunities within the region. Tasks include identifying gaps in the transportation network, proposing opportunities for multimodal facilities, establishing a data-driven decision-making framework, developing design guidelines for future development, and creating an implementation plan with phased priorities.

2050 Regional Transportation Plan | *Mesa County* *| Planner*

BHI staff were brought on by the Mid-Region Metropolitan Planning Organization (MRMPO) to support the development of the Transitions 2045 Metropolitan Transportation Plan (MTP). Autumn supported our team to augment MRMPO staff capacity, provide project management oversight and regional transportation planning expertise, develop several key chapters of the document, and lend advice and oversight in relation to federal and state requirements.

Transportation Master Plan | *McKinley County* *| Planner*

BHI is currently supporting the development of an updated Transportation Master Plan for McKinley County. It will incorporate a comprehensive multimodal approach to the various transportation facilities available throughout the County's road network. An integral component of the Transportation Master Plan is the completion of a safety analysis and action plan, aligned with the requirements of the Safe Streets and Roads for All (SS4A) grant program.

TEAMING PARTNERS

FHU



Founded in 1984, Felsburg Holt & Ullevig is a transportation consulting firm specializing in traffic engineering, transportation planning, civil engineering design, and environmental services. Their philosophy is to provide high quality professional services that emphasize creative, cost-effective, and environmentally sensitive solutions. FHU employs a multidisciplinary team concept and has extensive experience in leading complex endeavors as well as serving as a subconsultant.

FHU has a highly qualified professional and technical staff of more than 140 professionals, including traffic engineers, multimodal transportation planners, civil design engineers, structural engineers, environmental analysts, construction management specialists, GIS specialists, technicians, and graphic designers. Their award-winning staff includes more than 40 Professional Engineers and 10 accredited Professional Traffic Operations Engineers. FHU has offices in Centennial (Denver area) and Colorado Springs, as well as Omaha and Lincoln, Nebraska, allowing them to serve clients across a wide swath of the US, from New Mexico to Montana and Colorado to Kansas.

FHU's traffic engineering practice includes specialists who focus on the preparation of safety assessments. FHU uses analysis tools to create accident data graphs and summaries. This information provides the basis for analyzing accident trends, patterns, and clusters. Once potentially hazardous locations are identified, the most cost-effective countermeasures in relation to project requirements are identified. FHU has performed safety assessments on more than 120 sites across Colorado alone, representing a wide variety of facilities: interstate interchanges, long segments of rural expressways and arterials, urban corridors with multiple signalized intersections, and corridors where rail and roadway interface. FHU has worked extensively with departments of transportation in Colorado, Montana, and Nebraska on dozens of assignments ranging from statewide safety plans to corridor/intersection improvements to enhance traveler safety for all travel modes.

Olsson



Olsson staff have led numerous transportation planning projects in Colorado and other locations. Ted and Kyle are long term collaborators on these projects including the recent ConnectCOS transportation master plan for the City of Colorado Springs. This performance-based planning analysis based on community goals produced the City's project list for the Pikes Peak Rural Transportation Authority (PPRTA) Reauthorization that earned 80% voter support in 2022. Olsson recently supported the Pikes Peak Area Council of Governments (PPACG) on their 2050 LRTP update with elements including the Active Transportation Plan, Regional Transit Plan and Zero Emission Vehicle Transition Plan, Congestion Management System, and a driver behavior safety study. Other recent transportation master planning clients for Olsson staff include Manitou Springs, Castle Rock, and the currently underway Douglas County 2050 Transportation Plan.

Résumés for new team members are included on the following pages.



MELANIE BISHOP,
PTP, RSPi
Transportation Planner

YEARS

Joined industry: 2015

Joined FHU: 2021

EDUCATION

MCRP, Community and Regional Planning, University of New Mexico, 2016

BA, Journalism and Mass Communication; BA, Anthropology, University of New Mexico, 2013

CERTIFICATION

Professional Transportation Planner (PTP) (2021): Transportation Professionals Certification Board

Roadway Safety Professional Level I (RSPi) (2020): Transportation Professionals Certification Board

Road Inventory Field Database System (RIFDS) (2018): Bureau of Indian Affairs

PROFESSIONAL AFFILIATIONS

Institute of Transportation Engineers

BACKGROUND

TRAVEL DEMAND MODELING AND TRAFFIC OPERATIONS ANALYSIS

Melanie is a transportation planner, travel modeler, and traffic operations analyst with over 8 years of industry experience. Her unique expertise combines travel demand modeling and forecasting with in-depth analysis of key locations, enabling her to assess and enhance traffic operational performance and safety considerations effectively. Melanie excels in conducting analyses that inform decision-making, while effectively conveying technical information to stakeholders and the public. With a strong transportation planning background, Melanie understands community sensitivities and environmental requirements, making her broad range of experience an asset to any project.

PROJECT EXPERIENCE

TRAVEL DEMAND MODELING AND FORECASTING

I-70 and Quail Run Road Interchange SLS, Centennial, CO

Melanie led the travel demand modeling effort for this System Level Study. Using the Denver Regional Council of Governments (DRCOG) TransCAD travel demand model, the modeling objective was to evaluate a new interchange and local road improvements. Melanie's key modeling tasks included adjusting the zonal socioeconomic data to align with future development and updating the road. As part of this effort, transportation demand management (TDM) strategies were modeled, including modifications to bicycle and pedestrian assumptions and improvements to transit. The model outputs were refined using NCHRP 765/255 methodology.

El Paso County Major Transportation Corridors Plan (MTCP), El Paso County, CO

As the travel demand modeling lead for the El Paso County MTCP project, Melanie worked with the Pikes Peak Area Council of Governments (PPACG) Visum travel demand model to adjust socioeconomic data and roadway network characteristics. Melanie conducted a thorough update of the travel demand model inputs. Land use and socioeconomic forecasts were developed to ensure that any planned or envisioned developments were incorporated properly at the TAZ scale. The results of the modeling effort, along with an assessment of the County's Roadway Functional Classification hierarchy, informed needed improvements to the roadway and multi-modal networks.

Country Club Road Corridor Study, Fort Collins, CO

As the travel demand modeling lead for the Country Club Road Corridor Study, Melanie developed traffic forecasts using the North Front Range Metropolitan Planning Organization (NFRMPO) TransCAD travel demand model to understand the potential impacts of future development and surrounding street network improvements. Melanie's key modeling tasks included adjusting the zonal socioeconomic data to align with future development and updating the road network to reflect the planned Fort Collins Master Street Plan. The model outputs were refined using NCHRP 765/255 methodology.

Powers and Milton Proby Intersection Improvement Study and SLS, Colorado Springs, CO

Melanie led the travel demand modeling effort to convert the Powers and Proby at-grade intersection to a grade-separated interchange as part of the Intersection Improvement Study and System Level Study (SLS). Melanie adjusted socioeconomic forecasts in the PPACG Visum travel demand model to reflect substantial planned development in the study area. The model edits also involved a geometry review of the model network, a confirmation of future improvement assumptions, and edits to the surrounding roadway network. Post-model processing was completed according to procedures described in NCHRP 765.



ERIC MILLER, AICP
Senior Transportation Planner

YEARS

Joined industry: 2003

Joined FHU: 2022

EDUCATION

MURP, University of Colorado,
2005

BA, Political Science and
Geography, Minor in Community
and Regional Planning, University
of Nebraska, 2004

REGISTRATION

CERTIFICATION

American Institute of Certified
Planners (AICP)

PROFESSIONAL AFFILIATIONS

American Institute of Certified
Planners (AICP)

American Planning Association
(APA)

Women's Transportation Seminar
(WTS), Colorado Chapter

BACKGROUND

With 20 years of experience, Eric has focused his career on transit planning with a concentration in transit operations for public sector clients. He has helped clients address complex transit challenges, including service design for new transit corridors and efficiencies within existing transit systems. Eric has also worked with clients to resolve capacity issues with changing ridership trends, improve productivity, and enhance public engagement as a crucial aspect of transit plans.

PROJECT EXPERIENCE

Clear Creek Roundabout Transit Assessment, Clear Creek County, CO, 2023

Located in the Rocky Mountains just west of Denver, Clear Creek County embarked on a transit study to redesign their service for future growth and strategize additional funding sources. Eric led the existing conditions and route productivity analysis, which was used to provide various alternatives for future growth, each with a different funding assumption. Growth scenarios involved improving public information through real-time data and updated resources such as maps, rescheduling the routes for better efficiency, and transitioning some routes to on-demand zones.

Long Range Transportation Plan, New Mexico North Central Regional Transit District (NCRTD), Española, NM, 2022-2023

Eric led the 20-year service expansion plan effort, based on community input collected from public meetings and tribal engagement. The plan included a blend of adding service to existing routes, creating new microtransit corridors and zones, and phasing in a Bus Rapid Transit (BRT) corridor between Santa Fe and Taos. A fleet plan, operations and capital budgets, and a phased implementation plan were incorporated into the service expansion plan.

Reimagine RTD, RTD | Denver, CO

Eric led rail operations analyses in the second phase of Reimagine RTD, the Mobility Plan for the Future, a long-term strategic plan that will act as a roadmap for RTD. When complete, Reimagine RTD will identify comprehensive, forward-thinking strategies to better connect people to the places they want and need to go. The rail operations effort involved evaluating the capacity of existing maintenance facilities and planning for future expansion, as well as analyzing existing rail operations productiveness. Efforts also introduced concepts for short-term system optimization strategies and long-term capital-intensive projects to increase efficiency and safety as the RTD rail system grows in ridership and age.

CASTA Zero Fare Survey and Analysis, Denver, CO

Eric managed the project, which included both an analysis of ridership and an on-board survey. Ridership was compiled from several transit agencies throughout Colorado and compared against different times of the years and for the same time throughout different years to gauge the impact of service changes from zero-fare trial periods. The survey was developed for eight transit agencies and was available in English and Spanish. Survey results were analyzed to determine how people were using transit during the zero-fare time.



JAKE FRITZ, GISP
Environmental Scientist

YEARS

Joined industry: 2014

Joined FHU: 2021

EDUCATION

BS, Environmental Physical
Science, Black Hills State
University, 2013

CERTIFICATION

GISP, GIS Certificate Institute,
June 2021

FHWA TNM v2.5, Bowlby &
Associates, May 2018

AERMOD Air Dispersion
Modeling, LAKES Software, April
2022

PROFESSIONAL AFFILIATIONS

Associate Member of Institute of
Noise Control Engineering
(INCE)

Air & Waste Management
Association (A&WMA)

Transportation Research Board
(TRB)

GIS Colorado (GISCO)

Rocky Mountain Urban and
Regional Information Systems
Association (URISA)

Board of Directors VP for GIS in
the Rockies (GISITR) Conference

BACKGROUND

Jake is on the front line for Colorado's new air quality and GHG requirements in transportation planning and project delivery. As the PM, he works closely with CDOT to implement air quality monitoring on transportation capacity projects during construction. In cooperation with CDOT environmental programs staff, Jake is leading the development of the air monitoring program guidance that CDOT regional staff and consultants will use for statewide consistency.

Jake performed the MOVES modeling for CDOT's GHG Transportation Report in 2022. He acts as an extension of CDOT staff and coordinates closely with APCD to perform the MOVES modeling required by 2 CCR 601-22 to demonstrate compliance for GHG reduction targets. He replicated APCD's process for conformity and revised it to calculate on-network GHG emissions from travel activity models within HeidiSQL using MySQL. Jake participates in workshops as a panelist to discuss transportation emission strategies and grant funding with local government agencies. Further, he is trained in air dispersion modeling with AERMOD.

PROJECT EXPERIENCE

CDOT Air Quality Construction Monitoring, Statewide, CO

Colorado codified CRS 43-1-128 in 2023 which requires pre-construction and during construction particulate matter monitoring, public reporting, and action plans for large transportation projects. Jake is the project manager overseeing the development of program guidance documents, air quality monitoring plans, deployment of monitoring equipment, data management, and quality control. He is coordinating closely with multiple departments in CDOT and subconsultants to implement this first-of-its-kind legislation.

CDOT MOVES GHG Compliance Modeling, Statewide, CO

Colorado was the first state to require GHG analysis for transportation planning with the adoption of 2 CCR 601-22. It set GHG target reductions for compliance years and required the use of travel models and EPA's MOVES model. Jake used MOVES to calculate GHG emissions for CDOT's long-term plans for "Action" and "No-Action" travel model scenarios to demonstrate compliance. He coordinated with CDOT and APCD to develop and document methodology used. Jake advised CDOT on MOVES modeling assumptions and procedures during their initial GHG Transportation Report submittal to the Transportation Commission in October 2022. Further, he performed MOVES modeling to provide GHG emission rates used by CDOT for economic analysis and clean transportation goals.

CDOT 2024 Air Quality Training, CDOT Statewide

With the recent changes in air quality regulations, CDOT Region I identified a need to understand the air quality process at CDOT better. Jake collaborated with CDOT Region I, the CDOT Air and Climate Section Manager, and FHU air quality specialists to prepare an air quality and greenhouse gas training for CDOT's new air quality specialists. The training covered relevant air quality regulations, guidance, and scoping materials specific to delivering transportation projects through the environmental process at CDOT. Jake developed a NEPA scoping checklist that CDOT air quality specialists and consultants can use to scope for air quality and greenhouse gas during a project's environmental kickoff.

Mountain Metro Transit Research Grant Third-Party Evaluator, Colorado Springs, CO

Mountain Metro Transit (MMT) received grant funding to research the effect of COVID-19 on bus ridership. The research project involved installing upgraded air filtration systems on buses and admin facilities, automatic passenger counters (APCs) on buses, and personal protective equipment. As the project manager, Jake oversaw the development of a data management plan and its implementation by MMT. The plan involved air quality monitoring, providing near-real-time bus occupancy data to the public, and pre- and post-surveys to understand the effects on people's decision to use transit. He prepared a final report that was submitted to the Federal Transit Administration.



ROCIO RAMIREZ
Transportation Planner

YEARS

Joined industry: 2019

Joined FHU: 2019

EDUCATION

MURP, Master of Urban and Regional Planning, University of Colorado-Denver, 2018

BEnvd, Environmental Design, University of Colorado-Boulder, 2016

PROFESSIONAL AFFILIATIONS

American Planning Association, Colorado Chapter

WTS, Diversity, Equity, and Inclusion Committee

BACKGROUND

Rocio brings 5 years of experience in local and regional transit and transportation planning across both rural and urban areas. She is deeply committed to equitable planning processes, ensuring that all community voices are represented and meaningfully involved. Her work spans Title VI Equity analyses, the development of equity frameworks, and customizing community engagement strategies for diverse audiences, all with the goal of improving mobility for everyone. Rocio plays a key role in conducting transit assessments, collaborating with stakeholders, and implementing innovative strategies to enhance connectivity for all.

PROJECT EXPERIENCE

2045 Statewide Transit Plan and Regional Coordinated Public Transit and Human Services Transportation Plans, Colorado Department of Transportation

Rocio assisted in the development of the Statewide Transit Plan and the ten Regional Coordinated Public Transit and Human Services Transportation Plans. The plans summarized existing conditions for transit across the state, reviewed public input, provided a financial snapshot, and presented a comprehensive overview of statewide transit goals, strategies, and performance measures. Rocio analyzed statewide public input and evaluated data gathered as part of the Older Adults and Adults with Disabilities Survey. She also maintained and updated all transportation projects within the statewide project database. Duties included regular coordination with CDOT staff and project benefit identification to ensure accurate and up-to-date information regarding local and regional projects.

Mountain Metro Downtown Transit Center Title VI Equity Analysis, Colorado Springs, CO

Mountain Metro Transit in Colorado Springs is relocating their Downtown Transit Center. Mountain Metro Transit hired FHU to conduct a Title VI Equity Analysis to assess whether vulnerable population groups would experience disproportionate burden or disparate impact from any of the potential candidate locations. Rocio analyzed demographic data surrounding potential siting locations for the new transit center and provided recommendations and guidance on the new siting locations for Mountain Metro Transit Center to serve community members in and around Colorado Springs.

2040 Transportation Master Plan Update, Arapahoe County, CO

Arapahoe County recently adopted their 2040 Transportation Master Plan to ensure communities have a balanced, safe, and environmentally, sustainable transportation system for years to come. Rocio supported the City of Centennial's update to their 2040 Transportation Master Plan. She gathered demographic, travel pattern, and transit data to assess transportation and mobility gaps and needs in the city. Rocio also developed an inventory of corridor-specific data, including crash density, transit ridership, connections to activity centers, and an overview on streetscape elements. The team used this data to develop multimodal projects and near- and long-term recommendations for the City of Centennial. Rocio leveraged her design experience and played a critical role in the development of the final report.

2040 Transportation Master Plan, City of Centennial, CO

Rocio supported the City of Centennial's update to their 2040 Transportation Master Plan. She gathered demographic, travel pattern, and transit data to assess transportation and mobility gaps and needs in the City. Rocio also developed an inventory of corridor-specific data, including crash density, transit ridership, connections to activity centers, and an overview on streetscape elements. The team used this data to develop multimodal projects and near- and long-term recommendations for the City of Centennial. Rocio leveraged her design experience and played a critical role in the development of the final report.





TED RITSCHARD, PE

Traffic Engineer

Ted Ritschard is a proven leader in delivering innovative and effective transportation master plans that identify specific actions and funding strategies to advance client priorities.

EXPERIENCE

39 years'

EDUCATION

B.S., Civil Engineering

REGISTRATIONS

Professional Engineer:
CO # 39562

Ted’s vision in transparently connecting community goals, identified needs, and solution alternatives serves to create the discussions necessary to earn public and political support. Ted’s understanding of the interaction of land use and transportation has enhanced planning solutions for the communities he serves. His pragmatic approach and innovative communications create conversations that result in transparent processes, clear decisions, and effective solutions.

SELECTED PROJECT EXPERIENCE

- **Transportation Master Plan | Douglas County**
- **Pikes Peak Area Council of Governments, 2050 LRTP Project Support | Colorado Springs**
- **Comprehensive Plan Update and Long-range Transportation Plan | Bellevue, NE**
- **General Plan | Payson, AZ**
- **Platte Avenue Transportation and Land Use Study | Colorado Springs,**
- **ConnectCOS Transportation Master Plan | Colorado Springs**
- **Silver Line Station Area Planning, Plano | TX**
- **Downtown Specific Area Plan | Buckeye, AZ**
- **Comprehensive Plan | Clay County, MO**
- **Transportation & Mobility Master Plan | Manitou Springs**
- **Transportation Master Plan | Frederick**
- **Transportation Master Plan | Sedona, AZ**
- **Strategic Mobility Plan | Austin, TX**
- **Transportation Master Plan | Crested Butte**

Additional Information for Agreement

System for Award Management (SAM.gov) Registration

Certificate of Good Standing

PERA Questionnaire

Insurance Certificate(s)



BOHANNAN-HUSTON, INC.

REVIEWED

By GarciaCh at 2:15 pm, Feb 11, 2025

Unique Entity ID Y6M3T17EP543	CAGE / NCAGE 3ZXA6	Purpose of Registration All Awards
Registration Status Active Registration	Expiration Date Mar 20, 2025	
Physical Address 10303 E Dry Creek RD STE 250 Englewood, Colorado 80112-1582 United States	Mailing Address 10303 E Dry Creek RD STE 250 Englewood, Colorado 80112-1582 United States	

Business Information

Doing Business as Bohannan Huston, Inc.	Division Name (blank)	Division Number (blank)
Congressional District Colorado 06	State / Country of Incorporation New Mexico / United States	URL https://www.bhinc.com

Registration Dates

Activation Date Mar 22, 2024	Submission Date Mar 20, 2024	Initial Registration Date May 24, 2005
--	--	--

Entity Dates

Entity Start Date Nov 10, 2004	Fiscal Year End Close Date Mar 31
--	---

Immediate Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Highest Level Owner

CAGE (blank)	Legal Business Name (blank)
------------------------	---------------------------------------

Executive Compensation

Registrants in the System for Award Management (SAM) respond to the Executive Compensation questions in accordance with Section 6202 of P.L. 110-252, amending the Federal Funding Accountability and Transparency Act (P.L. 109-282). This information is not displayed in SAM. It is sent to USAspending.gov for display in association with an eligible award. Maintaining an active registration in SAM demonstrates the registrant responded to the questions.

Proceedings Questions

Registrants in the System for Award Management (SAM.gov) respond to proceedings questions in accordance with FAR 52.209-7, FAR 52.209-9, or 2. C.F.R. 200 Appendix XII. Their responses are displayed in the responsibility/qualification section of SAM.gov. Maintaining an active registration in SAM.gov demonstrates the registrant responded to the proceedings questions.

Exclusion Summary

Active Exclusions Records?

No

SAM Search Authorization

I authorize my entity's non-sensitive information to be displayed in SAM public search results:

Yes

Entity Types

Business Types

Entity Structure Corporate Entity (Not Tax Exempt)	Entity Type Business or Organization	Organization Factors (blank)
Profit Structure For Profit Organization		

Socio-Economic Types

Check the registrant's Reps & Certs, if present, under FAR 52.212-3 or FAR 52.219-1 to determine if the entity is an SBA-certified HUBZone small business concern. Additional small business information may be found in the SBA's Dynamic Small Business Search if the entity completed the SBA supplemental pages during registration.

Financial Information

Accepts Credit Card Payments Yes	Debt Subject To Offset No
EFT Indicator 0000	CAGE Code 3ZXA6

Points of Contact

Electronic Business

 DAVID LARSON	7500 Jefferson ST. NE Albuquerque, New Mexico 87109 United States
--	---

Government Business

 DENISE ATEN	10303 E Dry Creek RD STE 250 Englewood, Colorado 80112 United States
BRUCE STIDWORTHY	7500 Jefferson ST. NE Albuquerque, New Mexico 87109 United States

Service Classifications

NAICS Codes

Primary	NAICS Codes	NAICS Title
Yes	541330	Engineering Services
	541350	Building Inspection Services
	541370	Surveying And Mapping (Except Geophysical) Services
	541430	Graphic Design Services
	541511	Custom Computer Programming Services
	541512	Computer Systems Design Services
	541513	Computer Facilities Management Services
	541519	Other Computer Related Services
	541620	Environmental Consulting Services
	541715	Research And Development In The Physical, Engineering, And Life Sciences (Except Nanotechnology And Biotechnology)

Product and Service Codes

PSC	PSC Name
AH34	R&D- Environmental Protection: Water Pollution (Engineering Development)
C219	Architect And Engineering- General: Other
C220	Architect And Engineering- General: Structural Engineering
C222	Architect And Engineering- General: Electrical Systems
C223	Architect And Engineering- General: Mechanical Systems
R425	Support- Professional: Engineering/Technical

Disaster Response

No, this entity does not require bonding to bid on contracts.

Bonding Levels	Dollars
	(blank)

States
Colorado

Counties
(blank)

Metropolitan Statistical Areas
(blank)



Summary

For this Record...

Filing history and documents

Get a certificate of good standing

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Unsubscribe from text notification

Business Home

Business Information

Business Search

FAQs, Glossary and Information

Details			
Name	BOHANNAN-HUSTON,INC.		
Status	Good Standing	Formation date	01/24/2005
ID number	20051036417	Form	Foreign Corporation
Periodic report month	January	Jurisdiction	New Mexico
Principal office street address	7500 Jefferson St NE, Albuquerque, NM 87109, US		
Principal office mailing address	7500 Jefferson St NE, Albuquerque, NM 87109, US		

Registered Agent	
Name	Bohannan Huston, Inc.
Street address	10303 E Dry Creek Rd Ste 250, Englewood, CO 80112, US
Mailing address	10303 E Dry Creek Rd Ste 250, Englewood, CO 80112, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,

BOHANNAN-HUSTON,INC.

is an entity formed or registered under the law of New Mexico , has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20051036417 .

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 02/10/2025 that have been posted, and by documents delivered to this office
electronically through 02/11/2025 @ 13:39:59 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 02/11/2025 @ 13:39:59 in accordance with applicable law.
This certificate is assigned Confirmation Number 16989346 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION
SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY
ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO**

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No X. (If you answered "no" please proceed to signature section at bottom of this page.)

(b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation. Yes _____, No____.

If you answered "yes" please state which of the above entities best describes your business:

_____.

(c) If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent contractor of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future contract or other arrangement for services between you and the City of Pueblo.

Please provide the name, address, date of birth, and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	DOB	Social Security Number
Name	Address	DOB	Social Security Number

Failure to accurately complete, sign and return this document to the City of Pueblo may result in you being denied the privilege of doing business with the City of Pueblo.

Company Name: Bohannon Huston

Authorized Signature: Denise Aten Title: Senior Vice President

Printed Name: Denise Aten Date: January 16, 2023



BOHAHUS-01

CMONTOYA

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/26/2024

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER License # 0757776 HUB International Insurance Services (SOW) 6565 Americas Parkway Suite 720 Albuquerque, NM 87110		CONTACT NAME: PHONE (A/C, No, Ext): (505) 828-4000 FAX (A/C, No): (866) 487-3972 E-MAIL ADDRESS: clarice.montoya@hubinternational.com		
INSURED Bohannon Huston, Inc. 7500 Jefferson St. NE Albuquerque, NM 87109-4335		INSURER(S) AFFORDING COVERAGE		NAIC #
		INSURER A: Hartford Fire Insurance Company		19682
		INSURER B: Hartford Ins Co of the Midwest		37478
		INSURER C: Hartford Casualty Insurance Company		29424
		INSURER D: New Mexico Commercial Insurance Company		15996
		INSURER E: Continental Casualty Company		20443
		INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	☒ COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☐ POLICY ☒ PROJECT ☐ LOC OTHER:	X	X	34UUOL5067	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 300,000 MED EXP (Any one person) \$ 10,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 EMPLOYEE BENEFIT \$ 1,000,000
B	☒ AUTOMOBILE LIABILITY ☒ ANY AUTO OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY	X	X	34UENOL5066	8/1/2024	8/1/2025	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	☒ UMBRELLA LIAB ☒ OCCUR ☐ EXCESS LIAB ☐ CLAIMS-MADE DED ☒ RETENTION \$ 10,000			34XHUOL5068	8/1/2024	8/1/2025	EACH OCCURRENCE \$ 10,000,000 AGGREGATE \$ 10,000,000 \$
D	☒ WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N ☐	N/A	70912	8/1/2024	8/1/2025	☒ PER STATUTE ☐ OTH-ER E.L. EACH ACCIDENT \$ 1,000,000 E.L. DISEASE - EA EMPLOYEE \$ 1,000,000 E.L. DISEASE - POLICY LIMIT \$ 1,000,000
E	Professional/Poll			AEH288359977	8/1/2024	8/1/2025	4M Agg/150,000 DED 2,000,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

CANCELLATION

City of Pueblo, a Municipal Corporation
230 South Mechanic Street
Pueblo, CO 81003

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE



ADDITIONAL REMARKS SCHEDULE

Page 1 of 1

AGENCY HUB International Insurance Services (SOW)		License # 0757776	NAMED INSURED Bohannon Huston, Inc. 7500 Jefferson St. NE Albuquerque, NM 87109-4335
POLICY NUMBER SEE PAGE 1			
CARRIER SEE PAGE 1	NAIC CODE SEE P 1	EFFECTIVE DATE: SEE PAGE 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,
FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:

The General Liability, Automobile and Umbrella policies include an automatic Additional Insured endorsement that provides Additional Insured status to the Certificate Holder and Owner, only when there is a written contract or written agreement between the named insured and the certificate holder and with regard to work performed and completed operations on behalf of the named insured. The General Liability, Automobile, Umbrella and Workers' Compensation policies provide a Blanket Waiver of Subrogation in favor of the same, when required by written contract. The General Liability policy contains a special endorsement with "Primary and Noncontributory" wording, when required by written contract.

22-069 Pueblo Regional On-Call Transportation Technical Assistance

"The City of Pueblo, its agents, officers and employees are designated as additional insured."



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING FUNDS IN THE AMOUNT OF \$297,746.02 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE PURPOSE OF RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND WITH RESPECT TO THE FIRE STATION #8 PROJECT

SUMMARY:

This Resolution authorizes the expenditure of funds in the amount of \$297,746.02 from Black Hills Energy Underground Utility Fund to relocate overhead electric facilities underground in support of the proposed Fire Station #8 at 4405 Jerry Murphy Road.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Resolution will approve the use of funds for the purpose of undergrounding the main-line three-phase electrical distribution lines that run along the front of the new Fire Station #8 at 4405 Jerry Murphy Road.

The existing transmission lines cross the driveway for Fire Station #8. There is a significant span between poles causing the lines to sag lower than we believed was acceptable for the fire trucks that would be traveling below them. This was further demonstrated during construction when the lines were hit by a dump truck during earthwork activities.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$297,746.02 will be approved for expenditure from the underground funds account held by Black Hills Energy on behalf of the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this resolution.

STAKEHOLDER PROCESS:

Not applicable to this resolution.

ALTERNATIVES:

Failure to approve this resolution will prevent the City from funding the undergrounding of overhead power lines in the project area.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15907

A RESOLUTION AUTHORIZING FUNDS IN THE AMOUNT OF \$297,746.02 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE PURPOSE OF RELOCATING OVERHEAD ELECTRIC FACILITIES UNDERGROUND WITH RESPECT TO THE FIRE STATION #8 PROJECT

WHEREAS, Article 11 of the Black Hills Franchise Agreement established an underground fee to be collected from Black Hills customers and deposited into an escrow account for undergrounding overhead electric facilities on public projects and improvements; and,

WHEREAS, the Project and use of the escrow funds is consistent with the intent of the Black Hills Franchise Agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in an amount of \$297,746.02 are hereby authorized and made available to be expended from the Black Hills Energy Underground Utility Fund for the purpose of relocating overhead electric facilities underground with respect to the Fire Station #8 Project.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION AUTHORIZING THE TRANSFER OF \$110,000 FROM CAPITAL PROJECT NO. CI2432 - HARP CHANNEL EXTENSION AND BOATHOUSE PROJECT TO HARP AUTHORITY

SUMMARY:

This Resolution will authorize the transfer of \$110,000 from Capital Project No. CI2432 –HARP Channel Extension and Boathouse Project to the HARP Authority to cover unforeseen expenses relating to professional services for the project.

PREVIOUS COUNCIL ACTION:

Council actions relating to this project include No's. 10687, 10688, 10689 and Resolutions No's. 15675, 15591, and 15594 that budgeted and appropriated the funds for said project.

BACKGROUND:

February 28, 2019, HARP Authority was funded \$957,288 from the Pueblo County 1A funds for professional services relating to the HARP Design Project. Services included design, development, preparation of construction documents and construction administration for the eastward expansion of the HARP channel and HARP Boathouse.

Due to the project's delays, unforeseen circumstances and subdivision requirements, the funds for the professional services have been exhausted; leaving an outstanding balance of \$110,000 for construction administration needed from the architect and engineers to complete the construction of the project.

FINANCIAL IMPLICATIONS:

The construction of the project is approximately 45% complete. The project's contingency began at \$1,252,225. To date, we have spent approximately \$330,000 of

the contingency funds. Staff is confident that there will be sufficient funds remaining in the contingency fund to complete the project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to approve these transfers, and the funds will remain in the existing Capital Project accounts.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15908

A RESOLUTION AUTHORIZING THE TRANSFER OF \$110,000
FROM CAPITAL PROJECT NO. CI2432 - HARP CHANNEL
EXTENSION AND BOATHOUSE PROJECT TO HARP
AUTHORITY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$110,000 will be transferred from Capital Project No. CI2432 – HARP Channel Extension and Boathouse Project to the HARP Authority.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution which are necessary or desirable to implement the transactions described herein.

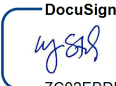
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION TRANSFERRING \$18,167.50 WITHIN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT

SUMMARY:

This Resolution transfers funds in the amount of \$18,167.50 within the Southpointe Special Improvement Maintenance District Budget from the "Projects to be Determined" operating budget line account into the "Repair & Maintenance" operating budget line account to fund an already awarded construction contract in the amount of \$16,367.50 to Cedar Ridge Landscape, Inc., for Project No. 24-128 Concrete Improvements - Prairie Hawk Lane with \$1,800 for contingencies.

PREVIOUS COUNCIL ACTION:

Resolution 15826, dated November 25, 2024, transferred \$18,167.50 within the Southpointe Special Improvement Maintenance District Budget from the "Projects to be Determined" operating budget line account into the "Repair and Maintenance" operating budget line account, and awarded a construction contract in the amount of \$16,367.50 to Cedar Ridge Landscape, Inc for Project No. 24-128, Concrete Improvements - Prairie Hawk Lane, setting forth \$1,800 for contingencies.

BACKGROUND:

This project was awarded to Cedar Ridge Landscape, Inc and the funds were previously transferred in 2024; however, the funds are no longer in this account because of the roll-over of the budget at year-end. The funds need to be transferred to the correct account so the contract can be paid in 2025.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$18,167.50 is being transferred within the Southpointe Special Improvement Maintenance District Budget from the "Projects to be Determined" operating budget line account (29300000 56901) into the "Repair & Maintenance" operating budget line account (29300000 54301).

Funding in the amount of \$18,167.50 (including contract plus contingencies) shall be paid from the Southpointe Special Improvement Maintenance District Budget "Repair & Maintenance" operating budget line account (29300000 54301).

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Resolution15826

RESOLUTION NO. 15909

A RESOLUTION TRANSFERRING \$18,167.50 WITHIN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$18,167.50 are hereby transferred within Southpointe Special Improvement Maintenance District Budget from the "Projects to be Determined" operating budget line account (29300000 56901) into the "Repair & Maintenance" operating budget line account (29300000 54301).

SECTION 2.

Funds, in the amount of \$18,167.50, for Project 24-128, shall be from Southpointe Special Improvement Maintenance District "Repair & Maintenance" operating budget line account (29300000 54301).

SECTION 3.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: November 25, 2024

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION TRANSFERRING \$18,167.50 WITHIN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$16,367.50 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-128, CONCRETE IMPROVEMENTS - PRAIRIE HAWK LANE, SETTING FORTH \$1,800 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution transfers funds in the amount of \$18,167.50 within the Southpointe Special Improvement Maintenance District Budget from the "Projects to be Determined" operating budget line account into the "Repair & Maintenance" operating budget line account, awards a construction contract in the amount of \$16,367.50 to Cedar Ridge Landscape, Inc., for Project No. 24-128 Concrete Improvements - Prairie Hawk Lane and setting forth \$1,800 for contingencies.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

In general, this project will consist of installation of new 4" concrete sidewalk and ADA curb ramp along Prairie Hawk Lane.

This resolution awards the construction contract to Cedar Ridge Landscape, Inc.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$18,167.50 is being transferred within the Southpointe Special Improvement Maintenance District Budget from the "Projects to be Determined" operating budget line account (29300000 56901) into the "Repair & Maintenance" operating budget line account (29300000 54301).

Funding in the amount of \$18,167.50 (including contract plus contingencies) shall be paid from the Southpointe Special Improvement Maintenance District Budget "Repair & Maintenance" operating budget line account (29300000 54301).

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 24-128 - Concrete Improvement - Prairie Hawk Lane

RESOLUTION NO. 15826

A RESOLUTION TRANSFERRING \$18,167.50 WITHIN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$16,367.50 TO CEDAR RIDGE LANDSCAPE, INC., FOR PROJECT NO. 24-128, CONCRETE IMPROVEMENTS - PRAIRIE HAWK LANE, SETTING FORTH \$1,800 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 24-128, Concrete Improvements - Prairie Hawk Lane have been received and examined; and,

WHEREAS, the proposal of Cedar Ridge Landscape, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 24-128, Concrete Improvements - Prairie Hawk Lane to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$18,167.50 are hereby transferred within Southpointe Special Improvement Maintenance District Budget from the "Projects to be Determined" operating budget line account (29300000 56901) into the "Repair & Maintenance" operating budget line account (29300000 54301).

SECTION 2.

The City Council authorizes Project No. 24-128, Concrete Improvements - Prairie Hawk Lane, to be performed, and the contract for said improvements is hereby awarded to Cedar Ridge Landscape, Inc., in the amount of \$16,367.50.

SECTION 3.

In addition to the amount of the bid set forth, as aforementioned, an additional amount as stipulated in this section is hereby established for contingencies and additional work.

Contingencies and Additional Work.....\$1,800.00

SECTION 4.

Funds, in the amount of \$18,167.50, for Project 24-128, shall be from Southpointe Special Improvement Maintenance District "Repair & Maintenance" operating budget line account (29300000 54301).

SECTION 5.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

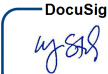
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: November 25, 2024

BY: Regina Maestri
MEMBER OF CITY COUNCIL

APPROVED: Mark Duff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: A RESOLUTION APPROVING THE ASSIGNMENT OF HANGAR GROUND LEASE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, KENNETH JOHNSON, CHRISTINA JOHNSON, AND SKYWAY, LLC., A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Resolution will approve the Assignment of Hangar Ground Lease between the City of Pueblo, Kenneth Johnson, Christina Johnson, and Skyway, LLC, for the property commonly known as 305 Skyway Street, Pueblo, Colorado 81001. The Hangar Ground Lease will be assigned from Kenneth Johnson and Christina Johnson to Skyway, LLC.

PREVIOUS COUNCIL ACTION:

City Council approved a Hangar Ground Lease dated April 11, 2005, with John Barger evidenced by Resolution No. 10361 for the property commonly known as 305 Skyway Street, Pueblo, Colorado 81001.

City Council approved the Assignment of Hangar Ground Lease between Theresa F. Garcia and Kenneth Johnson and Christina Johnson via Ordinance No. 10082 on December 27, 2021.

BACKGROUND:

The Hangar Ground Lease dated April 11, 2005, was transferred from Barger to Theresa F. Garcia ("Garcia") through a Statement of Transfer effective on August 1, 2013 in conjunction with the Personal Representative's Deed recorded on September 4, 2013, in Pueblo County at Reception No. 1954279. On November 4, 2021, Garcia offered Right of First Refusal to the City of Pueblo Department of Aviation prior to sale of the hangar. The Department of Aviation refused purchase and approved transfer of the Hangar Ground Lease to Kenneth Johnson and Christina Johnson. The Assignment

of Hangar Ground Lease was approved by City Council on December 27, 2021.

On September 17, 2024, Kenneth Johnson and Christina Johnson offered Right of First Refusal to the City of Pueblo Department of Aviation. On October 1, 2024, the Department of Aviation refused purchase and approved transfer of the Hangar Ground Lease to Skyway, LLC. On November 13, 2024, a letter was presented to the Department of Aviation conveying possessory interest in the hangar from Kenneth Johnson and Christina Johnson to Skyway, LLC.

FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the sale of the hangar at 305 Skyway Street will be stopped, creating potential liability for the City

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 503 SKYWAY 2025 02 24 ASSIGNMENT JOHNSON TO SKYWAY LLC

RESOLUTION NO. 15910

A RESOLUTION APPROVING THE ASSIGNMENT OF HANGAR GROUND LEASE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, KENNETH JOHNSON, CHRISTINA JOHNSON, AND SKYWAY, LLC., A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, City Council approved a Hangar Ground Lease dated April 11, 2005, with John Barger ("Barger") evidenced by Resolution No. 10361 for the property commonly known as 305 Skyway Street, Pueblo, Colorado 81001; and

WHEREAS, the Hangar Ground Lease dated April 11, 2005, was transferred from Barger to Theresa F. Garcia ("Garcia") through a Statement of Transfer effective on August 1, 2013 ("Statement") in conjunction with the Personal Representative's Deed recorded on September 4, 2013 in Pueblo County at Reception No. 1954279 ("PR Deed"); and;

WHEREAS, Garcia the Hangar Ground Lease was transferred from Garcia to Kenneth Johnson and Christina Johnson through an Assignment of Hangar Ground Lease effective on December 27, 2021 via Ordinance 10082; and;

WHEREAS, Kenneth Johnson and Christina Johnson seek assignment of the Hangar Ground Lease to Skyway, LLC. now therefore,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Assignment of Hangar Ground Lease ("Assignment") between the City of Pueblo, a Colorado Municipal Corporation, Theresa F. Garcia, Kenneth Johnson, and Christina Johnson, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Assignment on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the Seal of the City thereto and attest same.

SECTION 3.

The officers of the City of Pueblo are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

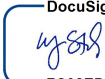
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

ASSIGNMENT OF HANGAR GROUND LEASE

THIS ASSIGNMENT AGREEMENT (“Agreement”) is entered into as of this 24th day of February, 2025 (“Effective Date”) by and between the City of Pueblo, a Colorado Municipal Corporation, with an address of One City Hall Place, Pueblo, Colorado 81003 (“Lessor”), and Kenneth Johnson and Christina Johnson, with an address of 1270 S. Walden CR, Pueblo West, Colorado 81007 (“Assignor”), and Skyway, LLC, with an address of PO Box 7258, Pueblo West, CO 81007 (“Assignee”).

WHEREAS, Lessor entered into a certain Hangar Ground Lease dated April 11, 2005 (“Lease”) with John Barger (“Barger”) evidenced by Resolution No. 10361 for the property commonly known as 305 Skyway Street, Pueblo, Colorado 81001; and

WHEREAS, the Lease was transferred from Barger to Assignor through a Statement of Transfer effective on August 1, 2013 (“Statement”) in conjunction with the Personal Representative’s Deed recorded on September 4, 2013 in Pueblo County at Reception No. 1954279 (“PR Deed”); and

WHEREAS, the Lease was transferred from Garcia to Johnson and Johnson through an Assignment of Hangar Ground Lease effective on December 27, 2021 (“Assignment”); and

WHEREAS, Assignor now wishes to assign the Lease as amended to Assignee, and Assignee wishes to assume said Lease as amended; and

WHEREAS, Lessor consents to said assignment and Assignee’s assumption of the Lease as amended in accordance with the terms of this Assignment.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and mutual promises set forth in this agreement, the parties agree as follows:

1. **Assignment.** Assignor hereby transfers, sells, and assigns to Assignee, Assignor’s right, title, and interest in and to the amended Lease.
2. **Assumption.** Assignee accepts the assignment of the amended Lease and hereby assumes and agrees to observe, perform, and otherwise discharge when due all obligations of the amended Lease, a copy of which, including the Statement and PR Deed, is attached hereto as Exhibit “A” and incorporated herein by reference. This shall include, but is not limited to, the making of all payments and the performance of all covenants and duties.
3. **Consent.** Lessor hereby consents to the foregoing assignment and assumption of the amended Lease in consideration for the terms of this Agreement, and Lessor agrees to afford Assignee the same rights under the amended Lease as previously enjoyed by Assignor. No further assignment of the Lease, or any part thereof, shall be made without the prior written consent of Lessor. Any assignment or transfer without Lessor’s prior written consent shall be void.

4. **Use of Hangar.** Assignee acknowledges and agrees that the leased premises shall only be used for the storage of aircraft and minor incidental materials. The leased premises shall not be used for the storage of non-aeronautical personal property, living accommodations, or in any other way inconsistent with the Lease. Failure to abide by this provision shall constitute a material breach of the Lease and subject it to immediate termination.
5. **Indemnification.** Assignor and Assignee shall indemnify, defend, and hold harmless the Lessor, its officers, directors, employees, representatives, agents, and attorneys from any claims, causes of action, or liability of any nature relating in any way to this Agreement, the Lease, the Statement, or the PR Deed.
6. **Effective Date.** This Agreement shall become effective on the Effective Date set forth above.
7. **Term.** This Agreement shall end on April 10, 2045, unless sooner terminated as provided under the Lease.

IN WITNESS WHEREOF, the parties have executed this assignment as of the Effective Date.

ASSIGNOR

CITY OF PUEBLO, A COLORADO
MUNICIPAL CORPORATION

Kenneth Johnson

By: Heather Graham, Mayor

Christina Johnson

SKYWAY, LLC

ATTEST:

Jeffrey Manweiler, Member

City Clerk

EXHIBIT A

RESOLUTION NO. 10361

A RESOLUTION APPROVING A HANGAR GROUND LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND JOHN BARGER, AND AUTHORIZING THE PRESIDENT OF CITY COUNCIL TO EXECUTE SAME

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

A certain Lease Agreement, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, by and between the City of Pueblo, a Municipal Corporation, and John Barger, is hereby approved, subject to the conditions as set forth in said Lease Agreement.

SECTION 2.

The President of City Council is hereby authorized to execute said Lease Agreement on behalf of the City of Pueblo, a Municipal Corporation, and the City Clerk shall affix the Seal of the City thereto and attest the same.

INTRODUCED: April 11, 2005

BY: Jeff Chostner

COUNCILPERSON

APPROVED: [Signature]

PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK

HANGAR GROUND LEASE

THIS LEASE made and entered into as of April 11, 2005 A.D. between the City of Pueblo, a municipal corporation, "Lessor", and John Barger, "Lessee."

WITNESSETH:

WHEREAS, the Lessor is the owner and operator of the Pueblo Memorial Airport ("Airport"), together with the land on which said Airport is situated, and

WHEREAS, Lessee is desirous of leasing a tract of ground on said Airport property for the purpose of constructing and occupying a new Hangar, of approximately 6,045 square feet,

NOW THEREFORE, in consideration of the mutual covenants set forth herein, the parties agree as follows:

1. Land Parcel:

The Lessor hereby leases unto the Lessee and Lessee hereby leases from Lessor for the term and upon the rental and conditions hereinafter stated, the real property shown on Exhibit "A", attached hereto and made a part hereof, situated in the County of Pueblo, State of Colorado subject to existing easements. The attached Exhibit "A" also consists of a plot plan and diagram of the Hangar. The term "leased premises" means and includes the real property, hangar and other improvements located on the real property.

2. Term:

- A. The initial term on this Lease is for a period of twenty (20) years commencing April 11, 2005 ("commencement date") and ending April 10, 2025 unless sooner terminated or extended as herein provided.
- B. Lessor grants unto Lessee the right and option to extend the lease term for two (2) consecutive ten (10) year periods immediately following the original twenty (20) year lease term. Such options may be exercised at any time at the discretion of Lessee; however, such option to extend shall be exercised no later than one hundred eighty days before the end of the original term or the first extended term, as the case may be. Exercise of such options to extend, shall be in writing but in no event shall Lessee be entitled to exercise this option, even though such notice be timely given, unless Lessee shall have timely performed all of its obligations hereunder and not be in default hereunder.
- C. All conditions and covenants contained herein shall remain in full force and effect during any and all extension periods.

3. Rental Rate and Other Fees:

- A. Lessee shall pay rent to the Lessor for the ground lease herein granted a sum per month equal to one-twelfth (1/12) of the initial annual rent during the original term, payable in advance without notice, offset or deduction, and shall be due monthly on the tenth day of each month at the Director of Aviation's Office. The commencement date of this lease, as set forth in paragraph 2, Term, shall be the date upon which rent begins. The initial annual rent shall be calculated by multiplying the gross leased land area by \$.10 per square foot. The amount of rent the Lessee pays will be adjusted based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984 = 100). The rent shall be adjusted on the 5th, 10th, 15th, and 20th anniversary of the commencement date of this lease and each five (5) year increment of any extended term. The rent will be increased or decreased by a percentage equal to the percentage increase or decrease in the CPI-U for the preceding 5-year period over the comparable CPI-U for the first month of said 5-year period. Any rent overdue for more than thirty (30) days will have an additional fee added to cover extra administrative costs. The additional fee will equal ten percent (10%) of the gross amount of all overdue rents. In the event the Lessor initiates any proceedings to collect any unpaid rent from Lessee or to enforce any other provision of this Lease, Lessee shall pay all of the Lessor's expenses in connection therewith, including reasonable attorney's fees. Venue for any such proceeding shall be in Pueblo County, Colorado.
- B. Lessee shall pay combined service fee for services and facilities now furnished by the Lessor at the Pueblo Memorial Airport, namely: public street maintenance, fire protection and Street lighting based upon the amount established by Lessor which is currently \$499.92 per acre per year. The Lessor may, from time to time, reduce, alter, or eliminate any or all of the services or facilities presently being furnished and may modify, increase, or decrease the annual combined service fee therefore and the manner by which it is calculated, including making separate charges, therefore, provided (1) such services and fee shall be nondiscriminatory among other tenants and owners of land at Pueblo Memorial Airport receiving such services and facilities then being furnished and (2) such fee shall be reasonable in relation to the Lessor's actual cost and expense of furnishing the services and facilities then being furnished. The Lessor's cost may include the cost of capital improvements amortized over the useful life of the improvements. Only domestic wastewater shall be discharged from the leased premises to Lessor's sanitary sewer system. Lessee shall be subject to the same restrictions, conditions, fees and charges as other users of Lessor's sanitary sewer system.
- C. For services and activities authorized to be performed within the Hangar on the leased premises pursuant to Section 4.I., Lessee shall pay as additional rent one percent (1%) of the monthly gross revenues derived from all sales, operations and services made, furnished or conducted on or from the leased premises except revenues from Hangar rentals. Such additional rent shall be paid monthly without

notice, offset or deduction on or before the tenth (10th) of the following month at the Director of Aviation's office and shall be accompanied with such reporting forms as the Director of Aviation shall determine. Lessor shall have the right to examine and audit Lessee's and its subtenant's books and records to determine the accuracy of the additional rent.

- D. All unpaid rent and other charges shall accrue interest at the rate of ten (10) percent per annum.

4. Improvements and Use:

- A. Lessee, at its sole cost and expense, shall cause to be constructed and installed upon the leased premises the Hangar and other improvements in accordance with plans and specifications approved by Lessor including architectural approval, which consent will not be unreasonably withheld or arbitrarily delayed. The Hangar and other improvements shall be constructed in a good and workmanlike manner in accordance with the applicable laws, ordinances and building codes and pursuant to a building permit issued by the Regional Building Department. Lessee shall diligently take all action reasonably required and appropriate to (1) commence construction and installation of the Hangar and other improvements within six (6) months from commencement date, and (2) complete such construction and installation within nine (9) months from commencement date. If by reason of delays in obtaining construction permits or approvals from the Federal Aviation Administration or other governmental authorities after Lessee's diligent and good faith efforts to obtain such permits or approvals, Lessee is prevented from commencement or completion of construction within the time limits herein specified, such time limits shall be extended by a period equal to such delays, but in no event longer than ninety (90) days.
- B. In addition to constructing the Hangar and improvements, Lessee shall cause all utilities to be used by Lessee to be extended underground to the leased premises within easements and locations to be designated by Lessor and the Lessee shall be responsible for constructing and maintaining a concrete ramp area in front of the Hangar in accordance with plans and specifications approved by Lessor. This concrete ramp area must be designed for a minimum weight bearing capacity of 12,500 pounds for single wheel aircraft and must be built to the width of the Hangar door opening, less the area required for the Hangar. Should development take place adjacent to the leased premises, the Director of Aviation at his sole discretion may require Lessee to pave sections of the leased premises to the full width of the leased premises. This concrete area must be built so as to connect onto any adjacent ramp, taxiway, or other paved areas in order that a continuous and safe pavement section results. It is the responsibility of the Lessee to maintain the entire ramp area in a manner, which is safe and clean of debris so as not to cause danger or unsafe conditions for taxiing aircraft and airport users.

- C. The leased premises shall be used and occupied by Lessee or its subtenants as a Hangar facility for the storage of aircraft and for such incidental purposes directly related to such use including storage of aircraft equipment and office space. Lessee shall have no right to utilize the leased premises, or any improvement thereon, other than as specifically allowed under this subsection, and it is specifically understood that the leased premises shall not be used for any commercial purpose including, without limitation, an aviation fixed base operation or other commercial aviation operation or for the sale of aviation fuel.
- D. No aircraft service or maintenance shall be performed on the leased premises on any aircraft not owned or leased by the Lessee or Subtenant of the Lessee, provided, however, in no event shall Lessee or any Subtenant of Lessee conduct or operate an aircraft service or maintenance business on the leased premises.
- E. Lessee grants to the Lessor the right to enter the leased premises to do what is necessary for the purposes of repairing, replacing and/or maintaining any and all utility lines under the leased premises which serve other uses at the Pueblo Memorial Airport, it being understood that the Lessor will repair, in a good and workmanlike fashion, any and all damage done to the leased premises as the result of work done hereunder.
- F. Lessee shall maintain the leased premises in accordance with the requirements and regulations of the Lessor and Lessor's fire code. The Lessee shall be responsible for all costs, fees, charges and penalties associated with the discharge or release of any hazardous material (including petroleum products) or mitigating the containment or removal of any contamination or hazardous material (including petroleum products) on, over or under the leased premises which is caused by the Lessee, its officers, agents, or employees. It is understood that the Lessee is not responsible for any conditions, which may be determined to have existed prior to the commencement date of this lease. The storage and accumulation of aviation fuel, flammables, explosive liquids, or solids, waste, debris or other hazardous materials within or on the leased premises shall be in an environmentally sound manner and comply with all Federal, State and Local laws and regulations.
- G. Lessee will not modify, alter, paint or improve the completed Hangar except to the extent required to maintain its original state. Any additional modification, painting or improvements to the Hangar or leased premises must receive prior written approval from the Lessor, which approval shall not be unreasonably or arbitrarily denied or withheld.
- H. Lessee shall not park or leave or allow to be parked or left aircraft on the taxiways or on pavement adjacent to the Hangar in a manner which interferes with or obstructs access to adjacent hangars or public ramp area. Parking of automobiles will be permitted only in paved designated parking areas or within the Hangar.

- I. Notwithstanding the limitations set forth in subsections C. and D. above, with the prior written approval of Lessor's Director of Aviation, the following activities may be conducted within the Hangars located on the leased premises, provided that no such activity will unreasonably interfere as determined by the Director of Aviation with the use of taxiways and aprons or the activities of other tenants of land of the Airport: aircraft sales and office, aircraft engine and overhaul shop, flight training, aircraft parts sales, aircraft charter services, air photography, aircraft interior repair shop, aircraft inspection, and aircraft general maintenance. Subject to the foregoing, the approval of the Director of Aviation will not be arbitrarily or unreasonably withheld, delayed, or denied.

5. Maintenance Obligations:

Lessee, at its expense, shall keep the leased premises and utilities extended to the leased premises in good repair and condition, and in a safe, sanitary, orderly, and sightly condition.

6. Utility Cost Recovery:

- A. If Lessee connects to an existing utility installed or constructed by or through the City or another Lessee at the Airport ("Utility Installer") to serve the Leased Premises, Lessee shall pay to the Utility Installer an amount equal to the Lessee's proportionate share of the cost of such utility as determined by the Director of Aviation ("Cost Recovery"). The Director of Aviation shall establish a reasonable formula or methodology for apportionment of such costs and establishing Cost Recovery. In order to be eligible for Cost Recovery, the Utility Installer shall submit to the Director of Aviation detailed cost and payment information evidencing the cost of constructing and installing the utility, including paid invoices and professional fees for engineering or survey work with respect to such utility. City will administer the collection and reimbursement of Cost Recovery, however, if for any reason the Cost Recovery is not paid, City shall not be responsible or liable therefor.
- B. If Lessee extends a utility to serve the Leased Premises, the Director of Aviation shall designate its location and the size of such utility shall be as provided in C. below. All utility extensions shall be installed underground. Lessee shall furnish City with an appropriate survey showing the location of the utility as installed. If such utility extension is of sufficient size and location so that such utility extension may serve other property at the Airport as determined by the Director of Aviation, connections to such utility extension may be authorized and approved by the Director of Aviation, and, if eligible for Cost Recovery, Lessee shall be paid Cost Recovery determined as provided in A. above.
- C. Sanitary sewer extension lines shall be a minimum of eight (8) inches or in such larger size as determined by the Director of Wastewater. All other utilities will be sized in accordance with the utility service provider's standards.

- D. The Utility Installer shall be responsible for the maintenance, repair and replacement of the utility and/or utility extension, and the cost and expense thereof shall be proportionately paid and shared among the Utility Installer and each Lessee or other party connecting thereto.

7. **Title to Improvements:**

The Hangar to be constructed or erected on the leased premises by Lessee shall be deemed to be removable trade fixtures and title to same shall remain in the Lessee while this lease is in effect. Upon termination of this lease, Lessee shall remove the Hangar and restore the leased premises to their original condition.

8. **Right of First Refusal:**

If Lessee desires to sell the Hangar and other Lessee improvements in whole or in part during the term of this Lease, Lessee shall first offer in writing to sell same to Lessor upon the price, terms and conditions Lessee would be willing to accept in a good faith arms-length sale to a third party (the "Offer"). Lessor shall have thirty (30) days after receipt of the Offer to accept the Offer. If Lessor does not accept the Offer in writing within said thirty (30) day period, Lessee may sell the Hangar and other Lessee improvements to a third party free of Lessor's right of first refusal granted by this section, but not at a price less than, nor upon terms and conditions more favorable than those contained in the Offer. If Lessee sells the Hangar and other Lessee improvements to Lessor, this Lease shall terminate. If Lessee sells the Hangar and other Lessee improvements to a third party, Lessee shall remain obligated and liable under this Lease unless specifically otherwise agreed by Lessor.

9. **Signs:**

Lessee shall not erect, paint or maintain any signs whatsoever upon the leased premises without first securing the written consent of the Lessor. Any such signs shall comply with all ordinances and regulations of the Lessor or standards which might be developed by the Department of Aviation. Only one identification sign, logo, or name may be permitted on the exterior of the Hangar.

10. **Right of Inspection:**

The Lessor reserves and retains for its officers, employees and authorized representatives the right to enter the leased premises during reasonable business hours, and after prior notice, for the purpose of inspecting and protecting the leased premises, and of doing any and all things which the Lessor may deem necessary for the proper general conduct and operation of the Pueblo Memorial Airport, and in the exercise of the Lessor's police power.

11. **Taxes and Licenses:**

Lessee covenants and agrees to pay promptly all valid taxes and other government charges of whatever nature assessed against or applicable to the leased premises or Lessee or Lessee's

property or operations on the leased premises. Lessee also covenants and agrees not to permit any mechanic's or material man's lien to be filed against the leased premises or any part or parcel thereof by reason of any work or labor performed or materials furnished by any contractor, subcontractor, mechanic or material man. Lessee further covenants and agrees to pay promptly when due all bills, debts and obligations incurred by it in connection with its operations on the leased premises, and not to permit the same to become delinquent and to suffer no lien, mortgage, judgment or execution to be filed against the leased premises.

12. Indemnification:

Lessee assumes the risk of loss or damage to the leased premises and property thereon, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever. Lessee covenants and agrees that it will indemnify and save harmless Lessor, its officers, agents and employees from all demands, claims, costs, causes of action or judgments, and from all expenses incurred by Lessor, in investigating or resisting the same, including reasonable attorney fees, arising from or growing out of the negligent acts or omissions of Lessee, its contractors, agents, members, stockholders, employees, invitees, servants, subtenants, successors or assigns in connection with its use or occupancy or their use or occupancy of any portion of the Pueblo Memorial Airport, including the leased premises. The provisions of this Paragraph 11 and Paragraph 4(F) shall survive the termination of this Lease Agreement.

13. Insurance and Damage:

- A. At all times during the term of this Lease Agreement, and of any renewal or extension hereof, Lessee agrees that it will, at its own cost and expense, provide and keep in force commercial liability insurance which includes personal injury and property damage with a combined single limit not less than \$1,000,000. Lessee shall insure the Hangar and other improvements in an amount equal to their full insurable value naming the Lessor as a loss payee. Lessee shall provide Lessor with copies showing proof of such insurance and subsequent renewals or changes as might occur during the term of this lease. With respect to any insured loss to the leased premises and property thereon, including aircraft, Lessee releases Lessor, its officers, agents, and employees from any claim or liability Lessee may have on account of such loss and waives any right of subrogation which might otherwise exist in or occur to any person on account thereof.
- B. Such policies shall provide that they may not be materially changed, altered, or canceled by the insurer during its terms without first giving ten (10) days written notice by certified or registered United States mail to the Lessor.
- C. Lessee shall not violate the terms or prohibitions of any insurance policy herein required to be furnished by Lessee.
- D. If the Hangar or other improvements (the "Improvements") are damaged or destroyed by fire or other casualty, Lessee shall within one hundred twenty (120) days from the

occurrence of such casualty either (1) repair and restore the damaged or destroyed Improvements, (2) demolish the damaged or destroyed Improvements, restore the leased premises to their original condition, and terminate this Lease, in which event the net proceeds of the property damage insurance required to be provided by Lessee pursuant to Section 12.A. shall be retained by Lessee, or (3) demolish the damaged or destroyed Improvements and commence construction of replacement Improvements, and thereafter complete such construction within nine (9) months from the occurrence of such casualty. All repairs to or restoration of Improvements and/or construction of replacement Improvements shall be in compliance with applicable laws and codes, and in accordance with plans and specifications therefor approved by Lessor, which approval will not be unreasonably withheld. Except in the event of (2) above, the net proceeds of property damage insurance provided by Lessee pursuant to Section 12.A. shall be released by City and paid to Lessee for the purpose of Lessee repairing, restoring or replacing improvements damaged or destroyed by such insured fire or other casualty.

14. Waivers:

No provision of this lease may be waived except by an agreement signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Should Lessee hold over the use of or continue to occupy the leased premises after the termination or cancellation of this Lease Agreement, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same conditions as provided in this Lease Agreement subject to termination upon thirty (30) days prior written notice.

15. Inconvenience During Construction:

Lessee recognizes that from time to time it will be necessary for the Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance and repair at and to the Pueblo Memorial Airport in order that the Pueblo Memorial Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Lessee's operations at the Pueblo Memorial Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages or other consideration therefor, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from negligence or willful misconduct of the Lessor, its officers, agents, employees, contractors, subcontractors and representatives.

16. Place and Manner of Payments:

In all cases where Lessee is required by this Lease Agreement to pay any rentals, rates, fees or other charges or to make other payments to Lessor, such payments shall be made at the office of the Director of Aviation at the Pueblo Memorial Airport, or at such other place as

Lessor may hereafter designate by notice in writing to Lessee and shall be made in legal tender of the United States and any check shall be received by Lessor subject to collection. Lessee agrees to pay any bank charges made for the collection of any such checks.

17. Assignments and Subletting:

- A. Lessee shall not assign this Lease or any interest therein nor sublet the leased premises or any portion thereon without the prior written consent of Lessor, which consent shall not be unreasonably or arbitrarily withheld, delayed, or denied. Any assignment or subletting without the prior written consent of Lessor shall be void. No assignment or subletting of this Lease or the leased premises shall release or discharge Lessee from its obligations under this Lease.
- B. Lessee, with the consent of the Lessor, may sublet space in the Hangar to a Subtenant pursuant to a written sublease, which shall contain among other provisions the following:
 - (1) The sublease shall be subject to and governed by the basic covenants and provisions of this Hangar Ground Lease. Subtenant shall abide by all of the other terms and conditions thereof applicable to the leased premises and use thereof. The sublease may be for a lesser term than specified in Section 2 and for a rental greater than that specified in Section 3.
 - (2) The Subtenant shall maintain and keep in force commercial liability insurance with a combined single limit not less than \$1,000,000. Such insurance requirement may be complied with by Subtenant's coverage under Lessee's Master liability insurance policy.
 - (3) An indemnification provision, substantially the same as set forth in paragraph 11 hereto.
 - (4) The sublease shall not become effective until an executed copy thereof is delivered to the Lessor's Department of Aviation.
- C. Notwithstanding A or B above, Lessor may deny its consent to any assignment or sublease if Lessor in its sole discretion determines based upon written information supplied to Lessor by Lessee at least sixty (60) days prior to the effective date of such assignment or sublease that the proposed assignee or subtenant has failed to demonstrate the ability to perform this Lease or the proposed sublease in a competent and financially responsible manner. Failure of Lessee to provide adequate written information concerning the assignee or subtenant sufficient for Lessor to make such determination shall be, in and of itself, a sufficient basis for the Lessor to deny its consent to any proposed assignment or sublease. Lessor shall inform Lessee in writing whether it grants or denies its consent to the proposed assignment or sublease. Consent to one assignment or subletting for use by any other person shall not be deemed consent to any subsequent assignment or subletting.

- D. Lessor consents to Lessee assigning its leasehold estate created hereby (the "Leasehold Estate") to a financial institution (the "Lender") as collateral security for the repayment of a construction and/or permanent loan from Lender to Lessee for the sole and only purpose of financing the original acquisition, construction and installation of the Hangar and other improvements (the "Improvements") (the "Loan"). For purposes of such Loan, Lessor further consents to Lessee mortgaging or otherwise encumbering its right, title and interest in the Improvements as security for the Loan (the "Mortgage"), provided, however, that at no time shall Lessor's interest and title in and to the leased premises and Improvements, if any, be or become subordinate or subject to such Loan and Mortgage. If Lessee so assigns its Leasehold Estate and mortgages or otherwise encumbers its interest in the Improvements, the Lender or any subsequent holder of the Loan may cause the Mortgage to be foreclosed in any lawful manner, or by instrument of conveyance in lieu of foreclosure, acquire Lessee's title and interest in and to the Leasehold Estate and Improvements subject to the terms, covenants and provisions of this Lease.

Lessor hereby further agrees to recognize the leasehold mortgage or any purchaser of the mortgaged leasehold at foreclosure in the same manner as an "assignee" under this Lease. Such assignee shall be bound by the terms of this lease, including, but not limited to, the curing of any known defaults. Notwithstanding the foregoing, no mortgagee or trustee or anyone that claims by, through or under a leasehold mortgage shall, by virtue thereof, acquire any greater right in the leased premises and in any building or improvement thereon than Lessee then had under this Lease, and provided further that any leasehold mortgage and the indebtedness secured thereby shall at all time be and remain inferior and subordinate to all of the conditions, covenants and obligations of this Lease and to all of the rights of the Lessor hereunder. In no event shall Lessee, its heirs, successors, mortgagee or assignees have the right to encumber, subordinate or render inferior in any manner Lessor's fee simple title in and to the leased premises.

Any such Leasehold Mortgagee or assignee, at its option, at any time before the rights of Lessee shall have been terminated, may pay any of the rents due hereunder or may do any other act or thing or make any other payment required of the Lessee by the terms of this Lease, or may do any act or thing which may be necessary and proper to be done in the observance of the covenants and conditions of this Lease to prevent the termination of this Lease so as to prevent a forfeiture of the rights of the Lessee hereunder as the same would have been if done and performed by the Lessee instead of by such leasehold mortgagee or assignee.

Provided Lessor has received written notice of a leasehold mortgage and copy of all leasehold mortgage documents, during such time as Lessee's leasehold estate is subject to a leasehold mortgage, this Lease may not be modified or voluntarily surrendered without the prior written consent of the leasehold mortgagee; provided however, that this Lease may be terminated without the consent of the leasehold mortgagee if a default or other cause for termination under this lease occurs and is not corrected or satisfied in accordance with the terms and conditions of the Lease.

18. Agreements with United States:

This Lease Agreement is subject and subordinate to the terms, reservations, restrictions, provisions, and conditions of the deed of conveyance from the United States Government to the Lessor and of any other existing or future agreement between the Lessor and the United States, relative to the use, operation or maintenance of the Pueblo Memorial Airport and its appurtenant facilities, the execution of which has been or may be required as a condition precedent to the participation by any Federal Agency in the extension, expansions, or development of said Airport and facilities.

19. Lessee's Default:

A. Any one of the following shall constitute an event of default by Lessee hereunder:

- (1) Failure of Lessee to pay in full all delinquent installments of rent and/or combined service fees for a period of thirty (30) days after written notice and demand therefor are given by Lessor to Lessee.
- (2) Failure of Lessee to perform or comply with any obligation, covenant or agreement of Lessee hereunder other than payment of money for a period of thirty (30) days after written notice specifying such failure is given by Lessee to Lessor, except that if such obligation, covenant or agreement is not capable of being performed within said thirty (30) day period, Lessee shall not be in default if Lessee shall commence such performance within said thirty (30) day period and thereafter prosecute the same with diligence and continuity to completion.

B. In the case of a continuing event of default by Lessee, Lessor shall have the following remedy in addition to all other rights and remedies provided by law or in equity, including without limitation, damages and specific performance:

- (1) Terminate this Lease by sixty (60) days prior written notice given to Lessee specifying the date of termination and Lessee shall within said 60-day period vacate the leased premises and surrender possession thereof to Lessor.

20. Notices:

All notices, required to be given to Lessor hereunder, shall be in writing and be sent by certified mail to Pueblo Memorial Airport. Administration Office. 31201 Bryan Circle. Pueblo, Colorado 81001. All notices required to be given to Lessee hereunder shall be in writing and sent by certified mail, addressed to Mr. John Barger, P.O. Box 3657, Pueblo, CO 81005, provided, that the parties, or either of them, may designate in writing from time to time subsequent or supplementary persons or address in connection with said notices. The effective date or service of any such notice shall be the date such notice is mailed by Lessee or Lessor.

21. Law, Rules and Regulations:

- A. Lessee, its officers, agents and employees shall faithfully observe and comply with all applicable federal, state and local laws, regulations and ordinances now existing or hereafter adopted relating to the use and occupancy of the Airport or leased premises including without limitation Chapter 1 of Title III of the Pueblo Municipal Code.
- B. Lessee, its officers, agents and employees shall faithfully observe and comply with all minimum standards and rules regulating operations and activities from and upon the Airport adopted from time to time by Lessor. Such minimum standards and rules shall not be applied arbitrarily, discriminatorily, or unreasonably. Except with respect to matters of public health and safety, if any provision of this Lease shall conflict with any provision of the minimum standards and rules adopted or amended by Lessor after commencement date, the conflicting provision of this Lease shall control.

22. F.A.A. Lease Requirements:

- A. The Lessor reserves the right, without any obligation on its part to do so, to develop, modify, change, improve or abandon the Pueblo Memorial Airport or any part thereof, as it may determine in its sole discretion, at any time, regardless of the desires or view of Lessee, and without interference or hindrance from Lessee or liability to Lessee.
- B. The Lessor reserves the right, without any obligation on its part to do so, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.
- C. This Lease Agreement shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the use, development, operation, or maintenance of the Airport.
- D. Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the construction of any structure or building on the leased premises, or in the event of any planned modification or alteration of any present or future building or structure on the leased premises.
- E. It is understood and agreed that nothing contained in this Lease Agreement shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act.
- F. Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the leased premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for

use of said airspace for landing on, taking off from, or operations on or over the Pueblo Memorial Airport.

- G. Lessee by accepting this Lease Agreement expressly agrees for itself, its successors and assigns that it will not erect nor permit the erection of any structure, building or object nor permit the growth of any tree on the leased premises to a height not to exceed 25 feet above ground level. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the leased premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.
- H. Lessee shall not make use of the leased premises in any manner which might interfere with the landing and taking off of aircraft at Pueblo Memorial Airport or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the leased premises and cause the abatement of such interference at the expense of the Lessee.
- I. If during the term of this lease, all or part of the leased premises should be taken or threatened to be taken for any public or quasi-public use under any governmental law or by right of eminent domain, or sold to the condemning authority under threat of condemnation, this Lease shall terminate and the proceeds, if any, from such taking or sale shall be allocated between Lessor and Lessee in accordance with applicable condemnation law.
- J. Lessor reserves the right to grant and to take easements or rights of way in, under, over and across the leased premises, in which event, Lessor shall only be entitled to compensation for damages to Hangars and other improvements of the Lessee destroyed or damaged thereby, but not to damages for loss of use of the leased premises.

23. Nondiscrimination Assurances

- A. The Lessee, for itself, its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the leased premises or ramp, for a purpose for which Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lease shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CFR, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.
- B. The Lessee, for itself, its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the grounds of race, color, religion, sex, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to

discrimination in the use of the leased premises or ramp; (ii) that in construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Lessee shall use the leased premises and ramp in compliance with all other requirements imposed by or pursuant to 49 CFR, Part 21, Non-discrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

- C. The Lessee assures that it will undertake an affirmative action program as required by 14 CFR, Part 152, Subpart E, to insure that no person shall on the grounds of race, creed, color, religion, disability, national origin or sex be excluded from participating in any contracting, leasing or employment activities covered in 14 CFR, Part 152, Subpart E. The Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR, Part 152, Subpart E, to the same effect.
- D. Lessee agrees to operate the leased premises for the use and benefit of the public and to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport, to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates or other similar types of price reductions to volume purchasers.

24. Miscellaneous:

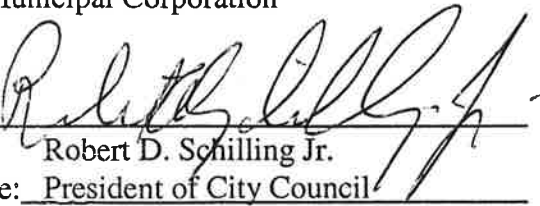
- A. This Lease and all of its covenants and provisions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, subtenants and approved assigns.
- B. No waiver by the Lessor of any failure by Lessee to comply with any term or condition of this Lease shall be or shall be construed to be a waiver by the Lessor of any other failure by Lessee to comply with any term or condition of this Lease Agreement.
- C. This Lease and any amendments hereto are subject to prior approval of the Federal Aviation Administration.
- D. Lessee is leasing the leased premises "AS IS" in its present condition. Lessor makes no representation or warranties with respect to the present or future condition, or suitability for a particular use of the leased premises or the Pueblo Municipal Airport. Lessor shall be under no obligation to maintain the Pueblo Memorial

Airport or any part thereof in a particular location or condition. If the Pueblo Memorial Airport shall permanently close or relocate, the use restrictions stated in paragraph 4.C. shall not apply, and the Lessee may use the leased premises for any lawful use or purpose allowed by the then existing Pueblo Municipal Code, or in the alternative, Lessee may terminate this Lease upon thirty (30) days prior written notice given to Lessor.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

LESSOR:

CITY OF PUEBLO,
A Municipal Corporation

By 
Robert D. Schilling Jr.
Title: President of City Council

LESSEE:

By 
John Barger

Attest:


City Clerk

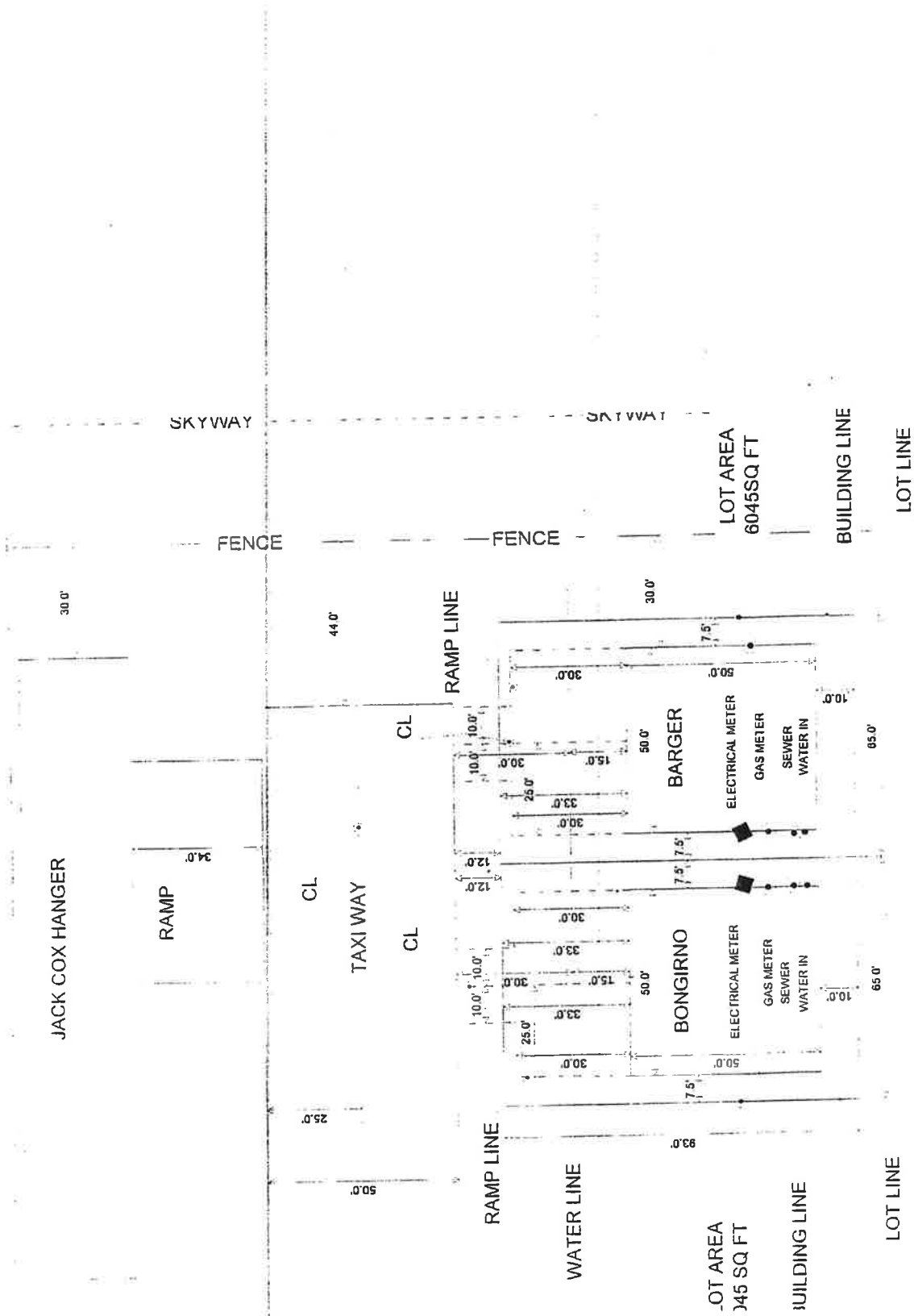
Approved as to form:

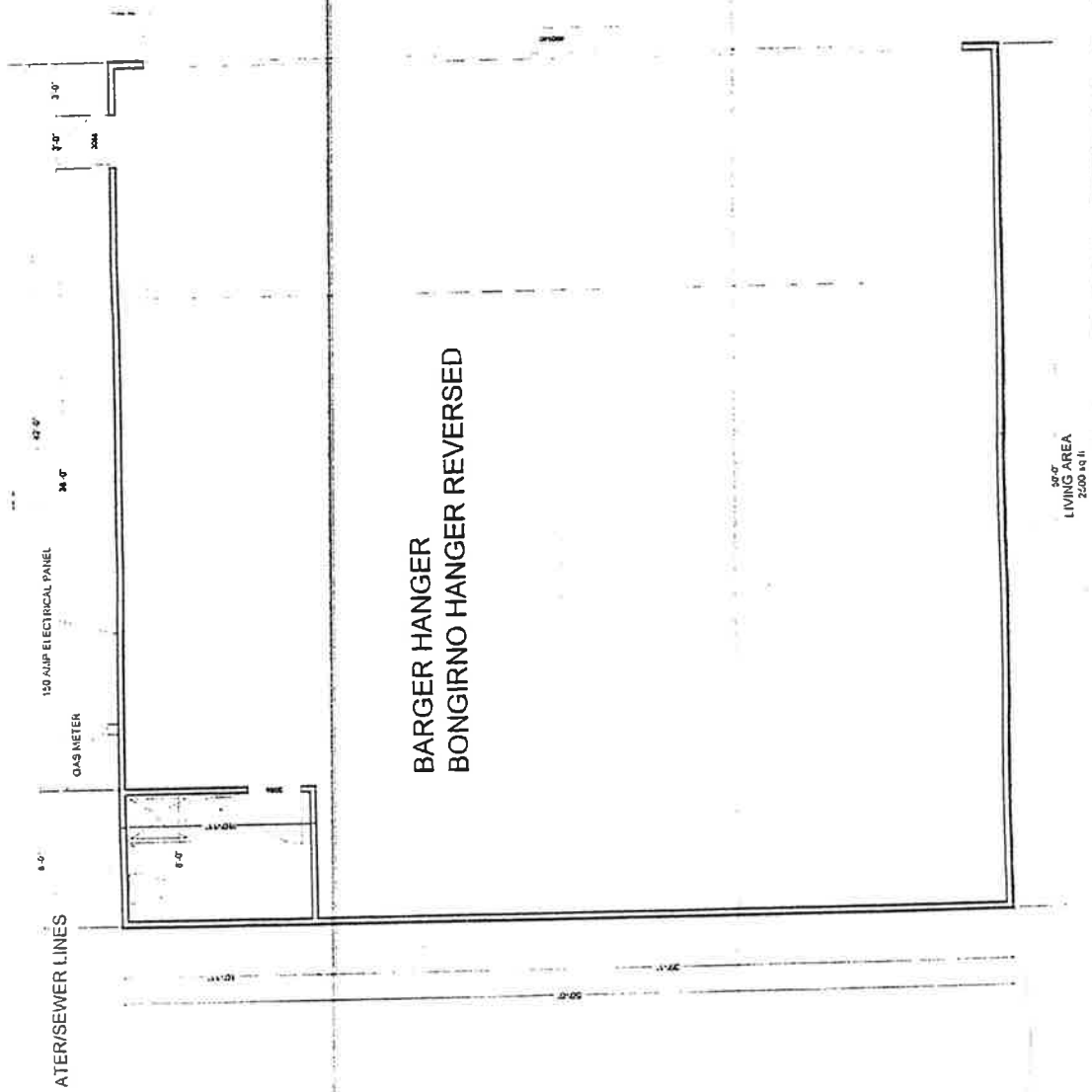

City Attorney

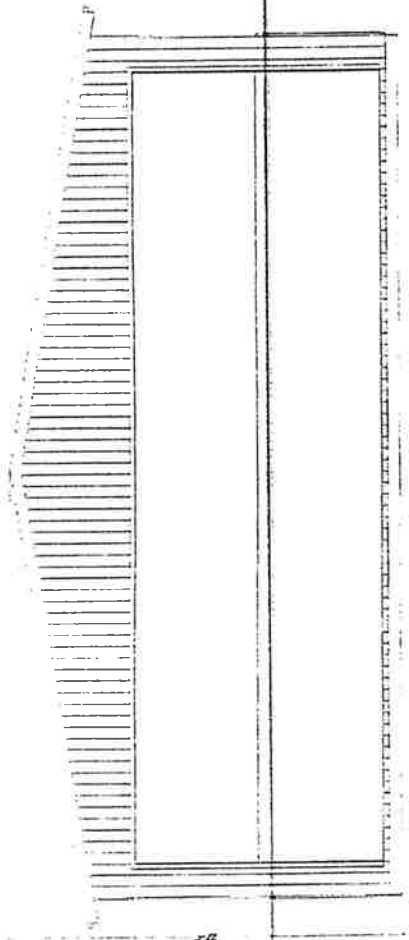
Exhibit "A"

A Parcel of land located in Section 25, Township 20 South, Range 64 West of the 6th P.M., located within the County of Pueblo, State of Colorado, being more particularly described as follows:

Beginning at the Northwest corner of said Section 25: thence $S75^{\circ}49'09''E$, 1666.99 feet to the centerline at the west end of Runway 8L/26R, also known as Station 0+00; thence $N88^{\circ}16'36''E$, a distance of 3062.00 feet along the centerline of said Runway 8L/26R to a point; thence $S01^{\circ}43'24''E$, a distance of 2438.50 feet to a point 2438.50 feet right of the centerline of said runway 8L/26R at Station 30+62, being the true point of beginning; thence $N88^{\circ}16'36''E$, a distance of 65.00 feet; thence $S01^{\circ}43'24''E$, a distance of 93.00 feet; thence $S88^{\circ}16'36''W$, a distance of 65.00 feet; thence $N01^{\circ}43'24''W$, a distance of 93.00 feet, to the point of beginning.







FRONT ELEVATION



100 AMP ELECTRICAL PANEL

CANISTER

RIGHT ELEVATION

STATEMENT OF TRANSFER

This Statement of Transfer is effective as of August 1, 2013 date by and between the City of Pueblo ("City") and Theresa Garcia, Witnesseth

Whereas, John Barger was the Lessee of that certain Hangar Ground Lease dated April 11, 2005 between the City of Pueblo and John Barger, Lessee of the ground and hangar referred in Exhibit A located in the General Aviation Hangar Development Area of Pueblo Memorial Airport, Pueblo, Colorado ("Hangar Lease"), and

Whereas, John Barger is now deceased and Theresa Garcia has provided the City with Letters Testamentary entered by the Pueblo County District Court, Case No. 12PR418, providing that she was appointed the Personal Representative of the estate of John Barger, deceased, and

Whereas, Theresa Garcia has requested the City to recognize her as Personal Representative able to act on behalf of the estate of John Barger with regard to the Hangar Lease, and

Whereas, City is willing to so recognize Theresa Garcia upon the terms and provisions of this Statement of Transfer,

Now Therefore, in consideration of the foregoing and mutual covenants contained herein, City and Theresa Garcia agree as follows:

1. Theresa Garcia represents and warrants that she is the Personal Representative of the estate of John Barger, deceased and that it is in the best interests of the estate to transfer the Hangar Lease to Theresa Garcia, personally.

2. Theresa Garcia has been furnished a copy of the Hangar Lease, acknowledges she is familiar with the contents thereof, agrees to be bound by all the terms, provisions and conditions of the Hangar Lease, and agrees to perform all provisions of the Hangar Lease on the

part of the Lessee to be performed thereunder, to the same extent as if Theresa Garcia had been the original Lessee thereunder.

3. In reliance upon Theresa Garcia's representation and warranties herein set forth, City will recognize Theresa Garcia, personally, as sole tenant with the right of survivorship, as Lessee under the Ground Lease, subject to the provisions thereof.

4. This Statement of Transfer shall be binding upon the parties hereto and their respective heirs, person representatives, successors and approved assigns; be construed in accordance with the laws of the State of Colorado; and may not be amended except by written instrument executed by both parties.

5. Theresa Garcia shall indemnify and hold harmless the City, its officers, directors, employees, representatives, agents and attorneys from any claims, causes of action or liability of any nature relating in any way to this Statement of Transfer, transfer of the Hanger Lease to Theresa Garcia, personally, and/or Theresa Garcia's authority as Personal Representative of the estate.

6. In the event of any litigation arising out of this Statement of Transfer or the Hangar Lease, the City shall be entitled to its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado.

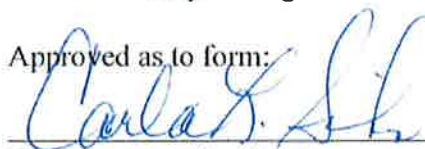
Executed at Pueblo, Colorado on February 2, 2015.


Theresa Garcia

City of Pueblo

By 
Sam Azad, City Manager

Approved as to form:


Carla L. Sikes, Assistant City Attorney



**PERSONAL REPRESENTATIVE'S DEED
(Distribution)**

THIS DEED is made by **Theresa F. Garcia**, as Personal Representative of the Estate of **John A. Barger, aka John Atlee Barger, John Barger**, deceased, Grantor, to **Theresa F. Garcia**, Grantee, whose legal address is **18 White Dove Court, Pueblo CO 81001**, of the County of **Pueblo**, State of Colorado.

WHEREAS, the decedent died on the date of **August 31, 2012**, and Grantor was duly appointed Personal Representative of said Estate by the District Court in and for the County of Pueblo, State of Colorado, and Probate No. **12PR418** on the date of **October 1, 2012**, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby convey, assign, transfer and release unto Grantee, as the person entitled to distribution, the following described property situate in the County of **Pueblo**, State of Colorado, described as follows:

Possessory interest in airport property leases

Location Address:

assessor's schedule or parcel number: **7800003020 and 7800003024**

With all appurtenances.

As used herein the singular includes the plural and the plural the singular.

Executed: **August 8, 2013**

Theresa F. Garcia as Personal Representative of the Estate of John A. Barger, aka John Atlee Barger, John Barger, deceased.

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on **August 8, 2013**, by **Theresa F. Garcia**, as Personal Representative of the Estate John A. Barger, aka John Atlee Barger, John Barger, deceased.

Witness my hand and official seal.

My commission expires: **July 13, 2015**

Notary Public



**PERSONAL REPRESENTATIVE'S DEED
(Distribution)**

THIS DEED is made by **Theresa F. Garcia**, as Personal Representative of the Estate of **John A. Barger**, aka **John Atlee Barger, John Barger**, deceased, Grantor, to **Theresa F. Garcia**, Grantee, whose legal address is **18 White Dove Court, Pueblo CO 81001**, of the County of **Pueblo**, State of Colorado.

WHEREAS, the decedent died on the date of **August 31, 2012**, and Grantor was duly appointed Personal Representative of said Estate by the District Court in and for the County of Pueblo, State of Colorado, and Probate No. **12PR418** on the date of **October 1, 2012**, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby convey, assign, transfer and release unto Grantee, as the person entitled to distribution, the following described **IMPROVEMENTS** situate in the County of **Pueblo**, State of Colorado, described as follows:

IMPS ONLY A PAR OF LAND LOC IN 25-20-64 BEING MORE PART
DESC AS FOLLOWS: BEG AT THE NW COR OF SD SEC 25; TH S
75 DEG 49 MIN 09 SEC E, 1666.99 FT TO THE CENTERLINE AT
THE W END OF RUNWAY 8L/26R, AKA STATION 0 + 00; TH N 88
DEG 16 MIN 36 SEC E, A DIST OF 2997.00 FT ALG THE
CENTERLINE OF SD RUNWAY 8L/26R TO A PT; TH S 01 DEG 43
MIN 24 SEC E, A DIST OF 2438.50 FT TO A PT 2438.50 FT
RT OF THE CENTERLINE OF SD RUNWAY 8L/26R AT STATION 29
+ 97, BEING THE TRUE PT OF BEG; TH N 88 DEG 16 MIN 36
SEC E, A DIST OF 65.00 FT; TH S 01 DEG 43 MIN 24 SEC E,
A DIST OF 93.00 FT; TH S 88 DEG 16 MIN 36 SEC W, A DIST
OF 65.00 FT; TH N 01 DEG 43 IN 24 SEC W, A DIST OF
93.00 FT, TO THE PT OF BEG NO FORMER #

Location Address: **305 Skyway Street, Pueblo CO (Primary use: Aircraft Hanger and Office)**
assessor's schedule or parcel number: **425004035**

With all appurtenances.

As used herein the singular includes the plural and the plural the singular.

Executed: **August 8, 2013**

Theresa F. Garcia

Theresa F. Garcia as Personal Representative of the
Estate of John A. Barger, aka John Atlee Barger, John
Barger, deceased.

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on **August 8, 2013**, by **Theresa F. Garcia**, as Personal Representative of the Estate John A. Barger, aka John Atlee Barger, John Barger, deceased.

Witness my hand and official seal.

My commission expires: July 13, 2015

Angela D. Lucero
Notary Public



PAUL J. WILLUMSTAD

ATTORNEY AT LAW, P.C.

1401 COURT STREET

PUEBLO, COLORADO 81003-2715

MAILING ADDRESS

P.O. BOX 872

PUEBLO, CO 81002-0872

TELEPHONE

AREA CODE 719

543-3422

September 10, 2013

Theresa F. Garcia
18 White Dove Court
Pueblo, CO 81001

VIA: HAND DELIVERY

**RE: ESTATE OF JOHN A. BARGER
CASE NO. 12PR418, F**

Dear Terri,

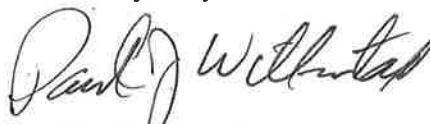
For your information and records, please find attached the original personal representative's deeds you signed in my office last month and I had recorded with the Pueblo County Clerk & Recorder's office. Also attached is the original Letters Testamentary that was recorded along with the deeds. The properties are now titled in your name solely.

Additionally, attached is a photocopy of the personal representative's deed conveying title to the property at 1614 Lake Avenue, Pueblo, to Jennifer Maher. I mailed the original deed to her. A photocopy of the letter is also attached for your records.

Finally, Judge Jill Mattoon signed the Decree of Discharge. A copy is also attached for your records. Your duties as personal representative have now been completed and John's estate has now been closed.

Please let me know if you have any questions. Thank you for the opportunity to be of service.

Yours very truly,



Paul J. Willumstad

PJW:adl
Enclosure

DISTRICT COURT, PUEBLO COUNTY, COLORADO
PUEBLO COUNTY JUDICIAL BUILDING
320 WEST 10TH STREET
PUEBLO, COLORADO 81003
719-583-7030

1954277 LETTER 09/04/2013 02:43:54 PM
Page: 1 of 1 R 11.00 D 0.00 T 11.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



In the Matter of the Estate of:

JOHN A. BARGER, aka JOHN ATLEE BARGER, JOHN BARGER,

Deceased

▲ COURT USE ONLY ▲

Case Number:

12PR418

Division F Courtroom

LETTERS ☒ TESTAMENTARY ☐ OF ADMINISTRATION

Theresa F. Garcia was appointed or qualified by this Court or its Registrar on October 01, 2012 as:

- ☒ Personal Representative.
☐ Successor Personal Representative.

The Decedent died on August 31, 2012.

These Letters are proof of the Personal Representative's authority to act pursuant to §15-12-701, et.seq, C.R.S. except for the following restrictions, if any:

Date: OCTOBER 01, 2012

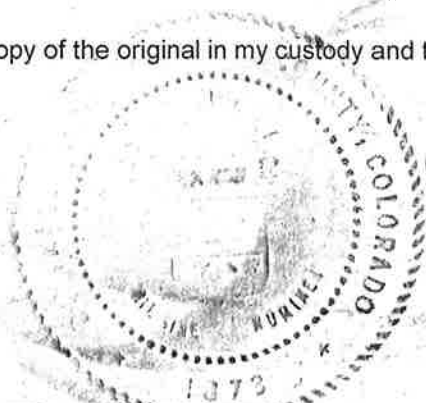


Probate Registrar/(Deputy) Clerk of Court

CERTIFICATION

Certified to be a true copy of the original in my custody and to be in full force and effect as of 10/01/12.
Date

Probate Registrar/(Deputy) Clerk of Court



DISTRICT COURT, PUEBLO COUNTY, COLORADO Court Address: 320 West 10th Street, PUEBLO, CO, 81003	DATE FILED: September 4, 2013 3:41 PM △ COURT USE ONLY △ Case Number: 2012PR418 Division: F Courtroom:
In the Matter of: JOHN A BARGER	
Order: decree of final discharge	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 9/4/2013



JILL SUZANNE MATTOON
 District Court Judge

DISTRICT COURT, PUEBLO COUNTY, COLORADO
PUEBLO COUNTY JUDICIAL BUILDING
320 WEST 10TH STREET
PUEBLO, COLORADO 81003
719-583-7030

☒ In the Matter of the Estate of:

JOHN A. BARGER, aka JOHN ATLEE BARGER, JOHN BARGER,
Deceased.

COURT USE ONLY

Case Number:
12PR418

Division **F** Courtroom

**DECREE OF FINAL DISCHARGE
PURSUANT TO §15-12-1001, §15-12-1002, C.R.S. OR §15-14-431, C.R.S.**

The Court finds that Theresa F. Garcia (name) the:

☒ Personal Representative of this estate has filed receipts showing compliance with the Order for Final Settlement and Distribution on September 3, 2013 (date).

☐ Conservator of this estate has filed receipts showing compliance with the Order Terminating Conservatorship on _____ (date).

It is ordered that

1. the fiduciary is discharged from this trust and office.
2. the fiduciary and the surety on any bond are released and discharged from any and all liability arising in connection with the performance of the fiduciary's duties.
3. Other: _____

Date: _____

Judge



PERSONAL REPRESENTATIVE'S DEED
(Distribution)

THIS DEED is made by **Theresa F. Garcia**, as Personal Representative of the Estate of **John A. Barger, aka John Atlee Barger, John Barger**, deceased, Grantor, to **Theresa F. Garcia**, Grantee, whose legal address is **18 White Dove Court, Pueblo CO 81001**, of the County of **Pueblo**, State of Colorado.

WHEREAS, the decedent died on the date of **August 31, 2012**, and Grantor was duly appointed Personal Representative of said Estate by the District Court in and for the County of Pueblo, State of Colorado, and Probate No. **12PR418** on the date of **October 1, 2012**, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby convey, assign, transfer and release unto Grantee, as the person entitled to distribution, the following described property situate in the County of **Pueblo**, State of Colorado, described as follows:

Possessory interest in airport property leases

Location Address:

assessor's schedule or parcel number: **7800003020 and 7800003024**

With all appurtenances.

As used herein the singular includes the plural and the plural the singular.

Executed: **August 8, 2013**

Theresa F. Garcia

Theresa F. Garcia as Personal Representative of the Estate of John A. Barger, aka John Atlee Barger, John Barger, deceased.

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on **August 8, 2013**, by **Theresa F. Garcia**, as Personal Representative of the Estate John A. Barger, aka John Atlee Barger, John Barger, deceased.

Witness my hand and official seal.

My commission expires: July 13, 2015

Angel D. Lucero
Notary Public





PERSONAL REPRESENTATIVE'S DEED
(Distribution)

THIS DEED is made by **Theresa F. Garcia**, as Personal Representative of the Estate of **John A. Barger**, aka **John Atlee Barger, John Barger**, deceased, Grantor, to **Theresa F. Garcia**, Grantee, whose legal address is **18 White Dove Court, Pueblo CO 81001**, of the County of **Pueblo**, State of Colorado.

WHEREAS, the decedent died on the date of **August 31, 2012**, and Grantor was duly appointed Personal Representative of said Estate by the District Court in and for the County of Pueblo, State of Colorado, and Probate No. **12PR418** on the date of **October 1, 2012**, and is now qualified and acting in said capacity.

NOW THEREFORE, pursuant to the powers conferred upon Grantor by the Colorado Probate Code, Grantor does hereby convey, assign, transfer and release unto Grantee, as the person entitled to distribution, the following described **IMPROVEMENTS** situate in the County of **Pueblo**, State of Colorado, described as follows:

IMPS ONLY A PAR OF LAND LOC IN 25-20-64 BEING MORE PART
DESC AS FOLLOWS: BEG AT THE NW COR OF SD SEC 25; TH S
75 DEG 49 MIN 09 SEC E, 1666.99 FT TO THE CENTERLINE AT
THE W END OF RUNWAY 8L/26R, AKA STATION 0 + 00; TH N 88
DEG 16 MIN 36 SEC E, A DIST OF 2997.00 FT ALG THE
CENTERLINE OF SD RUNWAY 8L/26R TO A PT; TH S 01 DEG 43
MIN 24 SEC E, A DIST OF 2438.50 FT TO A PT 2438.50 FT
RT OF THE CENTERLINE OF SD RUNWAY 8L/26R AT STATION 29
+ 97, BEING THE TRUE PT OF BEG; TH N 88 DEG 16 MIN 36
SEC E, A DIST OF 65.00 FT; TH S 01 DEG 43 MIN 24 SEC E,
A DIST OF 93.00 FT; TH S 88 DEG 16 MIN 36 SEC W, A DIST
OF 65.00 FT; TH N 01 DEG 43 IN 24 SEC W, A DIST OF
93.00 FT, TO THE PT OF BEG NO FORMER #

Location Address: **305 Skyway Street, Pueblo CO (Primary use: Aircraft Hanger and Office)**
assessor's schedule or parcel number: **425004035**

With all appurtenances.

As used herein the singular includes the plural and the plural the singular.

Executed: **August 8, 2013**

Theresa F. Garcia

Theresa F. Garcia as Personal Representative of the
Estate of John A. Barger, aka John Atlee Barger, John
Barger, deceased.

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on **August 8, 2013**, by **Theresa F. Garcia**, as Personal Representative of the Estate John A. Barger, aka John Atlee Barger, John Barger, deceased.

Witness my hand and official seal.

My commission expires: July 13, 2015

Angela D. Lucero
Notary Public



PAUL J. WILLUMSTAD

ATTORNEY AT LAW, P.C.

1401 COURT STREET

PUEBLO, COLORADO 81003-2715

MAILING ADDRESS

P.O. BOX 872

PUEBLO, CO 81002-0872

TELEPHONE

AREA CODE 719

543-3422

September 10, 2013

Theresa F. Garcia
18 White Dove Court
Pueblo, CO 81001

VIA: HAND DELIVERY

**RE: ESTATE OF JOHN A. BARGER
CASE NO. 12PR418, F**

Dear Terri,

For your information and records, please find attached the original personal representative's deeds you signed in my office last month and I had recorded with the Pueblo County Clerk & Recorder's office. Also attached is the original Letters Testamentary that was recorded along with the deeds. The properties are now titled in your name solely.

Additionally, attached is a photocopy of the personal representative's deed conveying title to the property at 1614 Lake Avenue, Pueblo, to Jennifer Maher. I mailed the original deed to her. A photocopy of the letter is also attached for your records.

Finally, Judge Jill Mattoon signed the Decree of Discharge. A copy is also attached for your records. Your duties as personal representative have now been completed and John's estate has now been closed.

Please let me know if you have any questions. Thank you for the opportunity to be of service.

Yours very truly,



Paul J. Willumstad

PJW:adl
Enclosure

DISTRICT COURT, PUEBLO COUNTY, COLORADO
PUEBLO COUNTY JUDICIAL BUILDING
320 WEST 10TH STREET
PUEBLO, COLORADO 81003
719-583-7030

1954277 LETTER 09/04/2013 02:43:54 PM
Page: 1 of 1 R 11.00 D 0.00 T 11.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



In the Matter of the Estate of:

JOHN A. BARGER, aka JOHN ATLEE BARGER, JOHN BARGER,

Deceased

▲ COURT USE ONLY ▲

Case Number:

12PR418

Division F Courtroom

LETTERS ☒ TESTAMENTARY ☐ OF ADMINISTRATION

Theresa F. Garcia was appointed or qualified by this Court or its Registrar on October 01, 2012 as:

- ☒ Personal Representative.
☐ Successor Personal Representative.

The Decedent died on August 31, 2012.

These Letters are proof of the Personal Representative's authority to act pursuant to §15-12-701, et.seq, C.R.S. except for the following restrictions, if any:

Date: OCTOBER 01, 2012

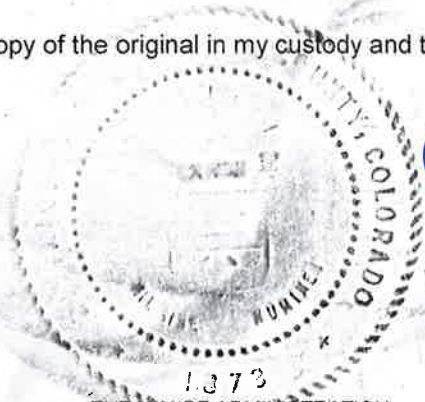


Probate Registrar/(Deputy) Clerk of Court

CERTIFICATION

Certified to be a true copy of the original in my custody and to be in full force and effect as of 10/01/12
Date

Probate Registrar/(Deputy) Clerk of Court



DISTRICT COURT, PUEBLO COUNTY, COLORADO Court Address: 320 West 10th Street, PUEBLO, CO, 81003	DATE FILED: September 4, 2013 3:41 PM
In the Matter of: JOHN A BARGER	△ COURT USE ONLY △
	Case Number: 2012PR418 Division: F Courtroom:
Order: decree of final discharge	

The motion/proposed order attached hereto: GRANTED.

Issue Date: 9/4/2013



JILL SUZANNE MATTOON
 District Court Judge

DISTRICT COURT, PUEBLO COUNTY, COLORADO
PUEBLO COUNTY JUDICIAL BUILDING
320 WEST 10TH STREET
PUEBLO, COLORADO 81003
719-583-7030

☒ In the Matter of the Estate of:

JOHN A. BARGER, aka JOHN ATLEE BARGER, JOHN BARGER,
Deceased.

COURT USE ONLY

Case Number:
12PR418

Division F Courtroom

**DECREE OF FINAL DISCHARGE
PURSUANT TO §15-12-1001, §15-12-1002, C.R.S. OR §15-14-431, C.R.S.**

The Court finds that Theresa F. Garcia (name) the:

☒ Personal Representative of this estate has filed receipts showing compliance with the Order for Final Settlement and Distribution on September 3, 2013 (date).

☐ Conservator of this estate has filed receipts showing compliance with the Order Terminating Conservatorship on _____ (date).

It is ordered that

1. the fiduciary is discharged from this trust and office.
2. the fiduciary and the surety on any bond are released and discharged from any and all liability arising in connection with the performance of the fiduciary's duties.
3. Other: _____

Date: _____

Judge

ASSIGNMENT OF HANGAR GROUND LEASE

THIS ASSIGNMENT AGREEMENT ("Agreement") is entered into as of this 27 day of DECEMBER 2021 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation, with an address of One City Hall Place, Pueblo, Colorado 81003 ("Lessor"), and Theresa F. Garcia, an individual with an address of 11211 Bayne Way, Parker, Colorado 80134 ("Assignor"), and Kenneth Johnson and Christina Johnson, each an individual, with an address of 1270 S. Walden Circle, Pueblo West, Colorado 81007 (jointly and severally liable as the "Assignee").

WHEREAS, Lessor entered into a certain Hangar Ground Lease dated April 11, 2005 ("Lease") with John Barger ("Barger") evidenced by Resolution No. 10361 for the property commonly known as 305 Skyway Street, Pueblo, Colorado 81001, the legal description of which is contained in the Lease attached hereto as Exhibit "A"; and

WHEREAS, the Lease was transferred from Barger to Assignor through a Statement of Transfer effective on August 1, 2013 ("Statement") in conjunction with the Personal Representative's Deed recorded on September 4, 2013 in Pueblo County at Reception No. 1954279 and with the Personal Representative's Deed recorded on September 4, 2013 in Pueblo County at Reception No. 1954280 (together the "PR Deeds"); and

WHEREAS, Assignor now wishes to assign the Lease to Assignee, and Assignee wishes to assume said Lease; and

WHEREAS, Lessor consents to said assignment and Assignee's assumption of the Lease as amended in accordance with the terms of this Assignment.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions and mutual promises set forth in this agreement, the parties agree as follows:

1. **Assignment.** Assignor hereby transfers, sells, and assigns to Assignee, Assignor's right, title, and interest in and to the amended Lease.
2. **Assumption.** Assignee accepts the assignment of the amended Lease and hereby assumes and agrees to observe, perform, and otherwise discharge when due all obligations of the Lessee under the Lease. A copy of the Lease, including the Statement and PR Deeds, is attached hereto as Exhibit "A" and incorporated herein by reference. Assignee's obligations shall include, but are not limited to, the making of all payments and the performance of all covenants and duties of the Lessee.
3. **Consent.** Lessor hereby consents to the foregoing assignment and assumption of the amended Lease in consideration for the terms of this Agreement, and Lessor agrees to afford Assignee the same rights under the amended Lease as previously enjoyed by Assignor. No further assignment of the Lease, or any part thereof, shall be made without the prior written consent of Lessor. Any assignment or transfer without Lessor's prior written consent shall be void.

4. **Use of Hangar.** Assignee acknowledges and agrees that the leased premises shall only be used for the storage of aircraft and minor incidental materials and any use specifically permitted under the Lease. The leased premises shall not be used for the storage of non-aeronautical personal property, living accommodations, or in any other way inconsistent with the Lease. Failure to abide by this provision shall constitute a material breach of the Lease and subject it to immediate termination.
5. **Indemnification.** Assignor and Assignee shall jointly and severally indemnify, defend, and hold harmless the Lessor, its officers, directors, employees, representatives, agents, and attorneys from any claims, causes of action, or liability of any nature relating in any way to this Agreement, the Lease, the Statement, or the PR Deeds.
6. **No Defaults.** By executing this Agreement, Assignor agrees, represents and warrants to Assignee that Lessor is not in default in the performance of the Lease, nor has Lessor committed any breach thereof, and Assignor has no claim against Lessor in connection with the Lease or the leasing, use, or operation of the Premises. By executing this Agreement, and as of the Effective Date, Lessor agrees that to the best of its knowledge: Assignor is not in default in the performance of the Lease, Assignor has not committed any breach thereof, and Lessor has no claim against Assignor in connection with the Lease or the leasing, use, or operation of the Premises.
7. **Effective Date.** This Agreement shall become effective on the Effective Date set forth above.

IN WITNESS WHEREOF, the parties have executed this assignment as of the Effective Date.

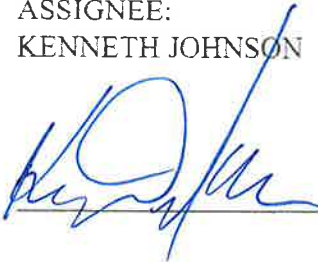
ASSIGNOR:
THERESA F. GARCIA


By: THERESA F. GARCIA
Title: OWNER SELLER

LESSOR:
CITY OF PUEBLO,
A MUNICIPAL CORPORATION


By: Nicholas A. Gradisar
Title: Mayor

ASSIGNEE:
KENNETH JOHNSON



ATTEST: 
City Clerk

By: KENNETH JOHNSON
Title: BUYER

CHRISTINA JOHNSON


By: CHRISTINA JOHNSON
Title: Buyer

By: KENNETH JOHNSON
Title: BUYER

CHRISTINA JOHNSON


By: CHRISTINA JOHNSON
Title: Buyer

Kenneth & Christina Johnson
1270 S. Walden Circle
Pueblo West, CO 81007
719-251-0882

September 17, 2024

Greg Pedroza
Director of Aviation
City of Pueblo, Colorado
Aviation Department
31201 Bryan Circle
Pueblo, CO 81001

RE: Sale of Hanger Right of First Refusal

Dear Mr. Pedroza:

We plan to sell our Hanger and per the Ground Lease Agreement, Section 8; Right of First Refusal, we are writing as required to offer our hanger to the City of Pueblo. The Hanger is located at address 305 Skyway St., Pueblo, CO 81001. My selling price is \$110,000.00.

Should you have any questions please contact Kenneth at the phone number listed above. We look forward to hearing from you.

Thank you for your time and consideration in this matter.

Sincerely,

A handwritten signature in black ink, appearing to read "Kenneth & Christina Johnson", written over a horizontal line.

Kenneth & Christina Johnson
Lessee

Heather Graham
Mayor

Greg Pedroza
Director of Aviation



Pueblo Memorial Airport
31201 Bryan Circle, Ste. 200
Pueblo, CO 81001

Phone (719) 553-2760

DEPARTMENT OF AVIATION

Oct 1, 2024

Mr. and Mrs. Kenneth and Christina Johnson
1270 S. Walden Circle
Pueblo West, CO 81007

Re: Sale of Hangar at 305 Skyway St. Pueblo, CO 81001

Dear Mr. and Mrs. Johnson,

On Sept 17th, 2024, the City of Pueblo ("City") received a signed letter from you indicating your intent to sell your hangar at 305 Skyway Street at the Pueblo Memorial Airport. Under Section 8 of your Hangar Ground Lease dated April 11, 2005, with the City, the City has Right of First Refusal for any sale of the property. At this time, the City does not wish to exercise its right to purchase this property upon the terms offered in your letter, and so, waives the right at this time.

Please contact the Office of the Mayor for any further discussion or questions. 719-553-2655

Sincerely,

Heather Graham

Mayor

City of Pueblo

November 13, 2024

To Whom It May Concern

On this day November 13, 2024 Skyway, LLC., PO Box 7258, Pueblo Colorado 81007 has purchased possessory interest in hanger from Kenneth Johnson and Christina Johnson of 1270 S Walden Drive, Pueblo West, Colorado 81007.

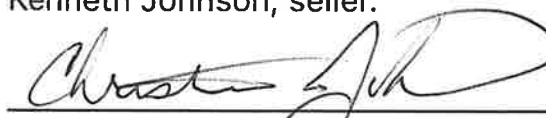
The hanger purchased is located at the Pueblo Memorial Airport known as , 305 Skyway Street, Pueblo Airport, Colorado 81001, Parcel 78-000-03-084 per Pueblo County Treasure.

The above mentioned hanger has a lease recently renewed for 10 years and an additional 10 years is requested at this time. Also, for the record, the agreement / lease with the City of Pueblo requires that any hanger sold must first be offered to the City of Pueblo for first right or refusal. This hanger 305 Skyway was offered to the City of Pueblo October 2024. The City of Pueblo, Aírpport administration refused the option and permitted Kenneth and Christina Johnson to proceed with the sale of the possessory interest in hanger to Skyway, LLC.

Attached is a current CERTIFICATE OF FACT OF GOOD STANDING, From the Colorado Secretary of State confirmation Number 16531578.

If you have any questions or concerns feel free to contact me at 719-252-7333 or jmanweiler@hotmail.com


Kenneth Johnson, seller. 11-13-24
Date


Christina Johnson, seller. 11-13-24
Date


Skyway LLC, buyer. 11-13-24
Date

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office,

Skyway, LLC

is a

Limited Liability Company

formed or registered on 11/03/2024 under the law of Colorado, has complied with all applicable requirements of this office, and is in good standing with this office. This entity has been assigned entity identification number 20248181488 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 10/28/2024 that have been posted, and by documents delivered to this office electronically through 11/04/2024 @ 09:54:47 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 11/04/2024 @ 09:54:47 in accordance with applicable law. This certificate is assigned Confirmation Number 16531578 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

Exhibit "A"

A Parcel of land located in Section 25, Township 20 South, Range 64 West of the 6th P.M., located within the County of Pueblo, State of Colorado, being more particularly described as follows:

Beginning at the Northwest corner of said Section 25: thence $S75^{\circ}49'09''E$, 1666.99 feet to the centerline at the west end of Runway 8L/26R, also known as Station 0+00; thence $N88^{\circ}16'36''E$, a distance of 3062.00 feet along the centerline of said Runway 8L/26R to a point; thence $S01^{\circ}43'24''E$, a distance of 2438.50 feet to a point 2438.50 feet right of the centerline of said runway 8L/26R at Station 30+62, being the true point of beginning; thence $N88^{\circ}16'36''E$, a distance of 65.00 feet; thence $S01^{\circ}43'24''E$, a distance of 93.00 feet; thence $S88^{\circ}16'36''W$, a distance of 65.00 feet; thence $N01^{\circ}43'24''W$, a distance of 93.00 feet, to the point of beginning.



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF NORM GONZALES TO SERVE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2025, ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of Norm Gonzales to serve a three-year term expiring September 30, 2025, on the Pueblo Memorial Airport Advisory Committee.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the resignation of Nathan Dinsmore, there is one spot available to complete a term on the Pueblo Memorial Airport Advisory Committee.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15911

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF NORM GONZALES TO SERVE A THREE-YEAR TERM EXPIRING SEPTEMBER 30, 2025, ON THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Norm Gonzales to the Pueblo Memorial Airport Advisory Committee; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Norm Gonzales to the Pueblo Memorial Airport Advisory Committee to serve a three-year term expiring September 30, 2025, shall be and is hereby confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the appointments described herein.

SECTION 3.

This Resolution shall become effective on the date of final action by the Mayor and City Council.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DONNA GUTIERREZ TO SERVE A FOUR-YEAR TERM EXPIRING MAY 9, 2029, ON THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY (PUEBLOPLEX) BOARD OF DIRECTORS

SUMMARY:

This Resolution confirms the appointment by the Mayor of Donna Gutierrez to serve a four-year term expiring May 9, 2029, on the Pueblo Depot Activity Development Authority (PuebloPlex) Board of Directors.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to boards and commissions selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

There is one position available to serve a term on the Pueblo Depot Activity Development Authority (PuebloPlex) Board of Directors.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from the agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15912

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF DONNA GUTIERREZ TO SERVE A FOUR-YEAR TERM EXPIRING MAY 9, 2029, ON THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY (PUEBLOPLEX) BOARD OF DIRECTORS

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of her appointment of Donna Gutierrez to the Pueblo Depot Activity Development Authority (PuebloPlex) Board of Directors; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Donna Gutierrez to the Pueblo Depot Activity Development Authority (PuebloPlex) Board of Directors to serve a four-year term expiring May 9, 2029 shall be and is hereby confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the appointments described herein.

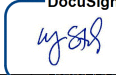
SECTION 3.

This Resolution shall become effective on the date of final action by the Mayor and City Council.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: A RESOLUTION APPROVING COMPENSATION WITH RESPECT TO A
LEGAL SERVICES AGREEMENT WITH CLARK HILL PLC

SUMMARY:

This Resolution approves compensation set forth in the Legal Services Agreement with Clark Hill PLC a copy of which is attached hereto.

PREVIOUS COUNCIL ACTION:

Not applicable.

BACKGROUND:

Pursuant to Section 6-7 of the City Charter, special council is retained solely by the City Attorney but compensation is approved by City Council. The law firm of Clark Hill PLC is being retained to advise the Wastewater Enterprise on water quality issues, including representation in hearings, rulemakings, and discharge permitting matters.

FINANCIAL IMPLICATIONS:

This firm's standard hourly billing rates for the attorneys expected to work on the engagement currently range from \$235/hour to \$950/hour. The two primary attorneys have agreed to discount their standard fees to \$400/hour for Gabe Racz and \$325/hour for Justine Beckstrom. The hourly rates charged for paralegals range from \$140/hour to \$235/hour.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not approve Resolution.

RECOMMENDATION:

Approve the Resolution.

ATTACHMENTS:

1. Legal Services Agreement

RESOLUTION NO. 15913

A RESOLUTION APPROVING COMPENSATION WITH
RESPECT TO A LEGAL SERVICES AGREEMENT WITH CLARK
HILL PLC

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Compensation set forth in the Legal Services Agreement with Clark Hill PLC, a copy of which is attached hereto, is hereby approved.

SECTION 2.

The officers of the City are authorized to perform any and all acts consistent with the intent of this Resolution to effectuate the policies and procedures described herein.

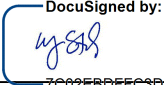
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Gabe Racz
T (303) 301-2926
F (303) 443-0758
Email: gracz@clarkhill.com

February 10, 2025

Carla Sikes
City Attorney
City of Pueblo
211 E. D Street
Pueblo, CO 81003
csikes@pueblo.us
719-553-2898

Re: City of Pueblo Water Quality

Dear Carla:

Thank you for selecting Clark Hill to represent the City of Pueblo (the Client) in this matter. This letter and the attached Standard Terms of Engagement set forth the basis on which our firm will provide legal services. If we provide services before a signed copy of this letter is returned to us, those services are provided under these terms.

Whom We Represent. Our client in this matter will be the City of Pueblo. Our representation of the Client in this matter does not give rise to a lawyer-client relationship between the firm and any of the Client's officers, directors, owners, employees, subsidiaries, affiliates, or other persons or entities unless we specifically agree in writing.

Scope of Engagement. We agree to represent the Client in water quality matters in Colorado, including representation in hearings, rulemakings, and discharge permitting matters. We agree that our engagement is limited to performance of legal services related to this matter and, unless we agree otherwise in writing, we are not undertaking to represent the Client or its interests in any other matter. We will not provide business, investment, or accounting advice and understand that the Client will rely on others for such advice. We will not provide tax advice unless we specifically agree to do so in writing.

Our engagement does not include any advice or other legal services relating to federal or state securities laws, including appearing or practicing before the U.S. Securities and Exchange Commission (SEC) or the Client's disclosure obligations under such laws, and we understand that the Client will not, without our prior written consent, include documents or information we provide to it in any filings with federal or state securities regulators, including the SEC.

Gabe Racz
T (303) 301-2926
F (303) 443-0758
Email: gracz@clarkhill.com

City of Pueblo ACCEPTS, AND AGREES TO BE BOUND BY, THE FOREGOING.

City of Pueblo

By:

Carla L. Sikes

Its:

City Attorney

Date:

2/10/25

Gabe Racz
T (303) 301-2926
F (303) 443-0758
Email: gracz@clarkhill.com

authorization to proceed with legal work for the Client, we will contact the Client at the most recent business address we have received. If the Client affiliates with, acquires, is acquired by, or merges with another company, it agrees to provide us with sufficient notice to permit us to withdraw as its lawyers if we determine that such affiliation, acquisition, or merger creates a conflict of interest, or that it is not in the best interests of the firm to represent the new entity.

Whom We Represent. The person or entity whom we represent is the person or entity identified in our engagement letter. We do not represent any affiliates or related parties of that person or entity, such as owners, parent companies, subsidiaries, sibling entities, or other affiliates; or employees, officers, directors, shareholders of a corporation, partners of a partnership, members of an association or limited liability company, and/or other constituents of a named client unless our engagement letter expressly provides otherwise. Accordingly, our representation in this matter will not give rise to a conflict of interest in the event we represent other clients adverse to an affiliate or related person or entity in other matters.

Consent to Future Conflicts. As you know, Clark Hill is a large law firm and represents many other companies and individuals in many other matters. Those companies and individuals interact with one another in many different respects. Thus, during the time we are representing the Client, we may also represent other clients—including clients who are direct competitors of the Client or may otherwise have business interests that are adverse to the Client's interests—in disputes or transactions adverse to the Client that are not substantially related to this representation.

Based on the foregoing, the Client agrees that our representation of it in this matter will not disqualify our firm from in the future opposing it in litigation, transactions, or other legal matters that are not substantially related to the subject matter of this representation, and the Client consents to any conflict of interest with respect to those representations. The Client understands and agrees that the firm is not obligated to notify it when we undertake such matters that may be adverse to the Client. We agree, however, not to use any proprietary or other confidential information of a nonpublic nature concerning the Client acquired by us as a result of our representation of the Client to its disadvantage in any litigation or other matter in which we are opposed to it. Additionally, the Client agrees that we may identify the Client as a client and disclose the nature of our engagement(s) to other clients and potential clients for the limited purpose of seeking waivers of conflicts of interest. We agree, however, that the Client's consent to this disclosure shall not apply in any instance in which the revealed information would compromise the Client's attorney-client privilege. If you later withdraw or modify this consent in any respect, you agree and consent to our withdrawal from our representation of you pursuant to these terms and the applicable Rules of Professional Conduct.

Advice About Possible Outcomes. From time to time, either at the outset or during the course of our representation, we may express opinions or beliefs concerning the matter or various courses of action and the results that might be anticipated. Any such statement

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retained by the firm. For various reasons, including the minimization of unnecessary storage expenses, and consistent with professional conduct rules, we reserve the right to destroy or otherwise dispose of any such documents or other materials retained by us at the end of the firm's retention period, which is ten years, without further notice to the Client.

Post-Engagement Matters. The Client is engaging the firm to provide legal services in connection with a specific matter. After completion of the matter, changes may occur in the applicable laws or regulations that could impact the Client's future rights and liabilities. Unless the Client engages us after completion of the matter to provide additional legal advice on issues arising from the matter, the firm has no continuing obligation to advise the Client on such issues or on future legal developments, including monitoring deadlines that may arise with respect to the matter.

Costs. We will include in our statements separate charges for services, such as copying, messenger and delivery service, computer research, travel, international telephone, and fax charges. Such expenses may also include filing fees, deposition costs, process servers, court reporters, and witness fees. The Client authorizes us to retain any investigators, consultants, or experts necessary in our judgment to represent the Client's interests in the matter. We will usually advance costs up to \$100, and require that our clients directly pay, or deposit with us funds to pay, expenses over \$100.

Estimates. We are often requested to estimate the amount of fees and costs likely to be incurred in connection with a particular matter. But fees and costs are usually not predictable. Accordingly, we make no commitment concerning the maximum fees and costs that will be necessary to resolve or complete the matter. Any mention by us of fees and costs is only an estimate. It is also expressly understood that the Client's obligation to pay the firm's fees and costs is in no way contingent on the ultimate outcome of the matter.

Payment of Invoices. Normally, we will send monthly invoices for work performed and expenses incurred during the previous month. Payment is due promptly upon receipt of our invoice. Any balance unpaid after 30 days of the date of the invoice will accrue interest at the rate of seven percent (7%) per annum. Payments will be applied first to costs and expenses, then to accrued interest, if any, and then to the unpaid fees.

We will give the Client notice if the Client's account becomes delinquent. If the delinquency continues and the Client does not arrange satisfactory payment terms, we may withdraw from the representation and pursue collection of the account. We may also request permission of any court in which we have filed an appearance on the Client's behalf to allow us to withdraw as the Client's counsel, and the Client agrees that non-payment of our fees is a valid basis for our request to withdraw. To the extent collection of the Client's account becomes necessary, the Client agrees that, in addition to any unpaid balance and interest



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Mark Aliff, President

SUBJECT: A RESOLUTION OF THE CITY OF PUEBLO IN OPPOSITION TO HB 25-1147: CONCERNING MEASURES TO ENSURE THAT MUNICIPAL COURT DEFENDANTS ARE SUBJECT TO SIMILAR CONDITIONS AS STATE COURT

SUMMARY:

Attached is a Resolution opposing HB25-1147: Concerning Measures to Ensure that Municipal Court Defendants are Subject to Similar Conditions as State Court.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Colorado HB25-1147, Concerning Measures to Ensure that Municipal Court Defendants are Subject to Similar Conditions as State Court was introduced in the Colorado House of Representatives on January 29, 2025. The bill caps the maximum penalty for a municipal violation that has a comparable state law crime at the maximum penalty for the state-level offense. When there is no comparable state-level offense, the maximum penalty is capped at the maximum for a state-level petty offense.

HB25-1147 prohibits municipalities from imposing mandatory minimum penalties or imposing increased penalties based upon prior convictions unless the person is convicted of a municipal offense for which there is a comparable state offense or of an infraction that allows imposition of the same mandatory minimum or increased penalties based on prior convictions. The bill also caps a consecutive municipal sentence at 2 times the highest charge in the case.

The bill clarifies that municipal court defendants have a right to counsel and that municipal defense counsel have the same notice, case information, and opportunity to meet with their clients as do state-level defense counsel. Current law prohibits paying

indigent municipal defense counsel on a fixed or flat-fee payment structure if the municipality prosecutes domestic violence cases. The bill applies the prohibition to all municipalities.

All municipal court proceedings are required to be open to public observation. Virtual observation is required for all in-custody proceedings, and prompt resolution of municipal cases is required.

Currently, the City of Pueblo has two levels of offenses. Pursuant to the City Charter and Code, Class 1 municipal offenses carry a possible penalty of up to \$2,650 in fines and 364 days in jail. Class 2 municipal offenses have a possible penalty of up to \$2,650 in fines. In addition, Pueblo Municipal Code provides enhanced sentencing for habitual offenders. Habitual offenders can be sentenced as Class 1 municipal offenders if they have had two previous convictions for the same crime within the requisite period of time set forth in the Code. The bill renders the City's habitual offender ordinance useless. Passage of the bill would also prohibit mandatory minimum sentencing for theft from merchant and illegal dumping.

Since 1902, the Colorado Constitution has given clear authority to home rule municipalities over the creation of their municipal courts and imposition of penalties for ordinance violations. This bill directly attacks the City's home rule authority vested in it by the Colorado Constitution. If this bill passes, the City will be required to sentence consistent with the State's philosophy and according to their parameters.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly oppose HB25-1147.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15914

A RESOLUTION OF THE CITY OF PUEBLO IN OPPOSITION TO
HB 25-1147: CONCERNING MEASURES TO ENSURE THAT
MUNICIPAL COURT DEFENDANTS ARE SUBJECT TO SIMILAR
CONDITIONS AS STATE COURT

WHEREAS, the Colorado General Assembly recently introduced House Bill 25-1147, Concerning Measures to Ensure that Municipal Court Defendants are Subject to Similar Conditions as State Court ("HB 1147"); and

WHEREAS, local businesses suffer the negative impact of low-level crimes daily;

WHEREAS, the rampant low-level crime in Pueblo deters economic development and discourages new retail businesses from locating within the City;

WHEREAS, Pueblo's quality of life continues to suffer due to rampant low-level crimes that prevent members of the community from enjoying their private property and community amenities such as trails and parks; and

WHEREAS, HB 1147 directly undermines the City of Pueblo's home rule authority and along with it, its independence and self-determination vested in it by the Colorado Constitution; and

WHEREAS, HB 1147 will prohibit the City of Pueblo from determining priorities and goals for its community and enacting laws and imposing penalties to further those priorities and goals; and

WHEREAS, the City of Pueblo should not be bound the sentencing philosophies of the State but rather should be able to enact laws and penalties aimed at addressing priority community concerns; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City of Pueblo opposes House Bill 25-1147 and urges its legislators to vote NO on this legislation.

SECTION 2.

A copy of this Resolution be transmitted to all members of the Colorado Senate and House of Representatives and the Governor of Colorado.

SECTION 3.

The officers of the City are authorized and directed to perform any and all acts consistent with the intent of this Resolution to effectuate the policies and procedures described herein.

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**First Regular Session
Seventy-fifth General Assembly
STATE OF COLORADO**

INTRODUCED

LLS NO. 25-0463.01 Michael Dohr x4347

HOUSE BILL 25-1147

HOUSE SPONSORSHIP

Mabrey and Velasco, Bacon, Carter, Garcia, Gilchrist, Zokaie

SENATE SPONSORSHIP

Amabile and Weissman, Gonzales J., Hinrichsen

House Committees

Judiciary

Senate Committees

A BILL FOR AN ACT

101 **CONCERNING MEASURES TO ENSURE THAT MUNICIPAL COURT**
102 **DEFENDANTS ARE SUBJECT TO SIMILAR CONDITIONS AS STATE**
103 **COURT DEFENDANTS.**

Bill Summary

(Note: This summary applies to this bill as introduced and does not reflect any amendments that may be subsequently adopted. If this bill passes third reading in the house of introduction, a bill summary that applies to the reengrossed version of this bill will be available at <http://leg.colorado.gov>.)

The bill caps the maximum incarceration sentence for a municipal violation that has a comparable state law crime at the same length as the state-level offense. When there is no comparable state-level offense, the maximum period of incarceration is capped at the maximum for a state-level petty offense. Mandatory minimums and increased penalties

Shading denotes HOUSE amendment. Double underlining denotes SENATE amendment.
Capital letters or bold & italic numbers indicate new material to be added to existing law.
Dashes through the words or numbers indicate deletions from existing law.

based on prior convictions are prohibited unless the person is convicted of a municipal offense for which there is a comparable state offense or of an infraction that allows imposition of the same mandatory minimum or increased penalties based on prior convictions. The bill also caps a consecutive municipal sentence at 2 times the highest charge in the case.

The bill clarifies that municipal court defendants have a right to counsel and that municipal defense counsel have the same notice, case information, and opportunity to meet with their clients as do state-level defense counsel. Current law prohibits paying indigent municipal defense counsel on a fixed or flat-fee payment structure if the municipality prosecutes domestic violence cases. The bill applies the prohibition to all municipalities.

All municipal court proceedings are required to be open to public observation. Virtual observation is required for all in-custody proceedings, and prompt resolution of municipal cases is required.

1 *Be it enacted by the General Assembly of the State of Colorado:*

2 **SECTION 1.** In Colorado Revised Statutes, 13-1-132, **amend**
3 (3.5)(a)(III) and (4); and **add** (3.5)(a)(III.5), (3.5)(g.5), and (3.5)(h) as
4 follows:

5 **13-1-132. Use of interactive audiovisual devices and**
6 **communication technology in court proceedings.** (3.5) (a) All
7 Colorado courts, including municipal courts, shall make any criminal
8 court proceeding conducted in open court available for remote public
9 viewing and listening in real time, at no cost to the public, through an
10 online platform, which may include a participatory web conferencing
11 platform, and post prominently on the court's website the links for remote
12 observation, unless:

13 (III) Technology ~~or~~ staffing ~~or~~ internet issues limit or prevent
14 remote observation; ~~or~~

15 (III.5) INTERNET ISSUES LIMIT OR PREVENT REMOTE OBSERVATION;
16 OR

17 (g.5) THE EXCEPTIONS TO REMOTE OBSERVATION DESCRIBED IN

1 SUBSECTION (3.5)(a) OF THIS SECTION ARE CASE SPECIFIC AND FACT
2 SPECIFIC, SO A COURT SHALL NOT ADOPT BLANKET RULES PROHIBITING
3 REMOTE OBSERVATION FOR ANY CATEGORIES OF CASES OR TYPES OF
4 PROCEEDINGS.

5 (h) THE EXCEPTIONS DESCRIBED IN SUBSECTIONS (3.5)(a)(I) AND
6 (3.5)(a)(III) OF THIS SECTION DO NOT APPLY TO COURT PROCEEDINGS IN
7 WHICH THE DEFENDANT IS IN CUSTODY.

8 (4) THE REQUIREMENTS OF THIS SECTION SUPERSEDE ANY
9 STATUTE, JUDICIAL GUIDANCE, OR CHIEF JUSTICE DIRECTIVE LIMITING
10 REMOTE PUBLIC OBSERVATION OF CRIMINAL COURTS, INCLUDING CHIEF
11 JUSTICE DIRECTIVE 23-02 ADOPTED BEFORE THE EFFECTIVE DATE OF THIS
12 HOUSE BILL 25-____. The supreme court may prescribe rules of
13 procedure pursuant to section 13-2-109 to implement this section, BUT
14 THE RULES MUST NOT NARROW OR CONFLICT WITH THE REQUIREMENTS OF
15 THIS SECTION.

16 **SECTION 2.** In Colorado Revised Statutes, **amend** 13-10-103 as
17 follows:

18 **13-10-103. Applicability.** This article 10 applies to and governs
19 the operation of municipal courts in the cities and towns of this state.
20 Except for the provisions relating to the method of salary payment for
21 municipal judges; the incarceration of children pursuant to sections
22 19-2.5-305 and 19-2.5-1511; the appearance of the parent, guardian, or
23 lawful custodian of any child under eighteen years of age who is charged
24 with a municipal offense as required by section 13-10-111; the right to a
25 trial by jury for petty offenses pursuant to section 16-10-109; relief from
26 improperly entered guilty pleas pursuant to section 18-1-410.6; the
27 prosecution of an alleged act of domestic violence, as defined in section

1 18-6-800.3; making a criminal court proceeding conducted in open court
2 available for remote public viewing and listening in real time; rules of
3 procedure ~~promulgated~~ ADOPTED by the supreme court; and appellate
4 procedure; SENTENCING LIMITATIONS IN SECTION 13-10-113; AND THE
5 RIGHT TO COUNSEL FOR INDIGENT DEFENDANTS, this article 10 may be
6 superseded by charter or ordinance enacted by a home rule city.

7 **SECTION 3.** In Colorado Revised Statutes, 13-10-111.5, **amend**
8 (2), (3)(a) introductory portion, and (3)(a)(I); and **add** (3)(c) as follows:

9 **13-10-111.5. Notice to municipal courts of municipal holds.**

10 (2) Once a municipal court receives notice that ~~the~~ A defendant is being
11 held solely on the basis of a municipal hold, the municipal court shall
12 hold a hearing within forty-eight hours after the receipt of ~~such a~~ THE
13 notice. The county sheriff shall make the in-custody defendant available
14 to appear in a timely manner before a municipal judge for a hearing
15 required by this subsection (2) at the date and time mutually agreed to by
16 the county sheriff and municipal court. This subsection (2) must not be
17 construed to require the county sheriff to transport the in-custody
18 defendant to the municipal court. It is not a violation of this section if a
19 bond hearing is not held within forty-eight hours when the delay is caused
20 by circumstances in which the defendant refuses to attend court, is unable
21 to attend court due to drug or alcohol use, a serious medical or behavioral
22 health emergency, or when the delay is caused by an emergency that
23 requires the court to close. When ~~the~~ A defendant is unable to attend
24 court, the sheriff shall provide the court AND MUNICIPAL PUBLIC
25 DEFENDER'S OFFICE, IF ONE EXISTS, with a list of people subject to this
26 section who did not timely attend court, the date of the person's arrest,
27 and the location where the person is in custody. The sheriff shall

1 document the length of the delay, the reason for the delay, and the efforts
2 to abate the emergency. As soon as the emergency has sufficiently abated,
3 the sheriff shall make the in-custody defendant available to appear before
4 the municipal court at the next scheduled bond hearing. Use of
5 audiovisual conferencing technology is permissible to expedite the
6 hearing. When high-speed internet access is unavailable, making
7 audiovisual conferencing impossible, the court may conduct the hearing
8 telephonically.

9 (3) (a) At the hearing required ~~in~~ PURSUANT TO subsection (2) of
10 this section, the municipal court shall either:

11 (I) Arraign the defendant, INCLUDING ADVISEMENT, BOND
12 SETTING, AND PLEA, UNLESS THE DEFENDANT SEEKS A PLEA CONTINUANCE;
13 or

14 (c) (I) AT THE HEARING REQUIRED PURSUANT TO SUBSECTION (2)
15 OF THIS SECTION, THE DEFENDANT HAS THE RIGHT TO BE REPRESENTED BY
16 COURT-APPOINTED INDIGENT DEFENSE COUNSEL PURSUANT TO SECTION
17 13-10-114.5.

18 (II) BEFORE THE HEARING REQUIRED PURSUANT TO SUBSECTION (2)
19 OF THIS SECTION, THE COURT SHALL NOTIFY INDIGENT DEFENSE COUNSEL
20 OF EACH PERSON IN CUSTODY AND PROVIDE INDIGENT DEFENSE COUNSEL
21 SUFFICIENT TIME TO PREPARE FOR AND PRESENT AN INDIVIDUALIZED
22 ARGUMENT REGARDING THE TYPE OF BOND AND CONDITIONS OF RELEASE
23 AT THE HEARING, CONSISTENT WITH THE COURT'S DOCKET AND
24 SCHEDULING PRIORITIES.

25 (III) THE MUNICIPAL COURT SHALL NOTIFY THE PROSECUTING
26 ATTORNEY OF EACH PERSON WHOSE MATTER IS SET FOR A HEARING
27 REQUIRED PURSUANT TO SUBSECTION (2) OF THIS SECTION. THE

1 PROSECUTING ATTORNEY MAY APPEAR AT ALL INITIAL HEARINGS TO
2 PROVIDE THE PROSECUTING ATTORNEY'S POSITION REGARDING THE TYPE
3 OF BOND AND CONDITIONS OF RELEASE, AND THE COURT SHALL PROVIDE
4 THE PROSECUTING ATTORNEY SUFFICIENT TIME TO PREPARE FOR AND
5 PRESENT ANY RELEVANT ARGUMENT, CONSISTENT WITH THE COURT'S
6 DOCKET AND SCHEDULING PRIORITIES.

7 (IV) PRIOR TO THE HEARING REQUIRED PURSUANT TO SUBSECTION
8 (2) OF THIS SECTION, ANY PRETRIAL SERVICES AGENCY OPERATING IN THAT
9 MUNICIPALITY, OR ANY OTHER AGENCY THAT REPORTS TO THE COURT,
10 THAT HAS CONDUCTED A PRETRIAL RELEASE ASSESSMENT OR GATHERED
11 INFORMATION FOR THE COURT'S CONSIDERATION AT THE HEARING SHALL
12 PROVIDE THE PROSECUTING ATTORNEY AND THE DEFENDANT'S ATTORNEY
13 ALL INFORMATION PROVIDED TO THE COURT REGARDING THE DEFENDANT
14 IN CUSTODY, WHICH MUST INCLUDE, IF PROVIDED TO THE COURT, THE
15 ARREST WARRANT, THE PROBABLE CAUSE STATEMENT, AND THE
16 DEFENDANT'S CRIMINAL HISTORY.

17 (V) BEFORE THE HEARING REQUIRED PURSUANT TO SUBSECTION
18 (2) OF THIS SECTION, THE SHERIFF AND JAIL PERSONNEL SHALL PROVIDE
19 INDIGENT DEFENSE COUNSEL ACCESS TO THE DEFENDANT WHO WILL BE
20 APPEARING AT THE HEARING AND SHALL ALLOW INDIGENT DEFENSE
21 COUNSEL SUFFICIENT TIME WITH THE DEFENDANT PRIOR TO THE HEARING
22 IN ORDER TO PREPARE FOR THE HEARING.

23 **SECTION 4.** In Colorado Revised Statutes, 13-10-112, **add** (3)
24 and (4) as follows:

25 **13-10-112. Powers and procedures.** (3) EACH MUNICIPAL COURT
26 SHALL ENSURE ALL COURT PROCEEDINGS, INCLUDING COURT PROCEEDINGS
27 FOR DEFENDANTS IN CUSTODY, ARE ACCESSIBLE TO ANY MEMBER OF THE

1 PUBLIC FOR PUBLIC OBSERVATION.

2 (4) IF A MUNICIPAL COURT RECEIVES NOTICE THAT A DEFENDANT
3 WHO HAS ANY CRIMINAL OR TRAFFIC MATTER PENDING BEFORE THE COURT
4 IS IN CUSTODY IN COLORADO FOR ANY REASON, THE MUNICIPAL COURT
5 SHALL TIMELY RESOLVE THE MUNICIPAL MATTER, INCLUDING ENSURING
6 THE DEFENDANT PROMPTLY APPEARS BEFORE THE COURT AND IS ASSIGNED
7 COUNSEL IF THE DEFENDANT IS ELIGIBLE FOR COURT-APPOINTED COUNSEL.
8 A MUNICIPAL COURT SHALL NOT DENY A DEFENDANT THE ABILITY TO
9 APPEAR BEFORE THE MUNICIPAL COURT BECAUSE THE DEFENDANT IS IN
10 CUSTODY FOR ANOTHER MATTER. THIS SUBSECTION (4) DOES NOT
11 PRECLUDE A DEFENDANT FROM EXPRESSLY AGREEING TO DELAY A MATTER
12 ONCE THEY APPEAR BEFORE THE MUNICIPAL COURT.

13 **SECTION 5.** In Colorado Revised Statutes, 13-10-113, **amend**
14 (1), (1.5), and (2) as follows:

15 **13-10-113. Fines and penalties.** (1) (a) ~~Except as provided in~~
16 ~~subsection (1)(b) of this section, Any~~ A person convicted of violating a
17 municipal ordinance in a municipal court of record may be incarcerated
18 for a period not to exceed three hundred sixty-four days or fined, ~~an~~
19 ~~amount not to exceed two thousand six hundred fifty dollars,~~ or both,
20 SUBJECT TO THE LIMITATIONS IN SUBSECTIONS (1)(b) TO (1)(d) OF THIS
21 SECTION.

22 (b) ~~(f) The limitation on municipal court fines set forth in~~
23 ~~paragraph (a) of this subsection (1) shall be adjusted for inflation on~~
24 ~~January 1, 2014, and on January 1 of each year thereafter.~~ A MUNICIPAL
25 COURT SHALL NOT IMPOSE A SENTENCE OF INCARCERATION FOR A
26 DEFENDANT CONVICTED OF A MUNICIPAL ORDINANCE IN A MUNICIPAL
27 COURT OF RECORD FOR A PERIOD TO EXCEED THE MAXIMUM PENALTY

1 ALLOWED FOR ANY COMPARABLE MISDEMEANOR, PETTY OFFENSE, CIVIL
2 INFRACTION, TRAFFIC OFFENSE, OR TRAFFIC INFRACTION IMPOSED
3 PURSUANT TO STATE LAW. FOR CONVICTIONS BASED ON A VIOLATION OF
4 A MUNICIPAL ORDINANCE FOR WHICH THERE IS NO COMPARABLE
5 MISDEMEANOR, PETTY OFFENSE, CIVIL INFRACTION, TRAFFIC OFFENSE, OR
6 TRAFFIC INFRACTION IMPOSED PURSUANT TO STATE LAW, THE MUNICIPAL
7 COURT SHALL NOT IMPOSE A SENTENCE OF INCARCERATION THAT EXCEEDS
8 THE MAXIMUM SENTENCE FOR A PETTY OFFENSE PURSUANT TO STATE LAW.
9 A MUNICIPALITY SHALL NOT REQUIRE IMPOSITION OF A MANDATORY
10 MINIMUM JAIL SENTENCE UNLESS THE PERSON IS CONVICTED OF A
11 MUNICIPAL OFFENSE FOR WHICH THERE IS A COMPARABLE STATE OFFENSE
12 OR INFRACTION THAT REQUIRES IMPOSITION OF THE SAME MANDATORY
13 MINIMUM JAIL SENTENCE. A MUNICIPALITY SHALL NOT IMPOSE INCREASED
14 PENALTIES BASED ON A PRIOR CONVICTION UNLESS THE PERSON IS
15 CONVICTED OF A MUNICIPAL OFFENSE FOR WHICH THERE IS A COMPARABLE
16 STATE OFFENSE OR INFRACTION THAT ALLOWS IMPOSITION OF THE SAME
17 INCREASED PENALTIES BASED ON A PRIOR CONVICTION.

18 ~~(H) As used in this paragraph (b), "inflation" means the annual~~
19 ~~percentage change in the United States department of labor, bureau of~~
20 ~~labor statistics, consumer price index for Denver-Boulder, all items, all~~
21 ~~urban consumers, or its successor index.~~

22 (c) A MUNICIPAL COURT SHALL NOT IMPOSE A FINE THAT EXCEEDS
23 THE MAXIMUM FINE FOR ANY COMPARABLE STATE OFFENSE OR
24 INFRACTION UNDER STATE LAW. FOR CONVICTIONS BASED ON A MUNICIPAL
25 ORDINANCE FOR WHICH THERE IS NO COMPARABLE STATE OFFENSE OR
26 INFRACTION, THE MUNICIPAL COURT SHALL NOT IMPOSE A FINE THAT
27 EXCEEDS THE MAXIMUM FINE FOR A PETTY OFFENSE PURSUANT TO STATE

1 LAW.

2 (d) A MUNICIPAL COURT SHALL NOT IMPOSE A MAXIMUM
3 CONSECUTIVE SENTENCE OF INCARCERATION FOR MUNICIPAL OFFENSES
4 CHARGED IN A SINGLE CASE THAT IS MORE THAN TWICE THE MAXIMUM
5 SENTENCE FOR THE HIGHEST CHARGE IN THE CASE.

6 (1.5) ~~Any~~ A MUNICIPAL COURT SHALL NOT SENTENCE TO
7 INCARCERATION A person convicted of violating a municipal ordinance in
8 a municipal court ~~which~~ THAT is not of record ~~may be incarcerated for a~~
9 ~~period not to exceed ninety days or fined~~ OR FINE THE PERSON IN an
10 amount ~~not to exceed~~ THAT EXCEEDS three hundred dollars. ~~or both~~

11 (2) In sentencing or fining a violator, the municipal ~~judge~~ COURT
12 shall ~~not exceed the sentence or fine limitations established by ordinance~~
13 SENTENCE THE VIOLATOR USING THE SENTENCING OR FINE LIMITATIONS
14 ESTABLISHED BY EITHER MUNICIPAL ORDINANCE OR STATE LAW, BASED ON
15 WHICHEVER LIMITATION IS LOWER. Any other provision of the law to the
16 contrary notwithstanding, the municipal ~~judge~~ COURT may suspend the
17 sentence or fine of ~~any~~ A violator and place ~~him~~ THE VIOLATOR on
18 probation for a period not to exceed one year.

19 **SECTION 6.** In Colorado Revised Statutes, **amend as it exists**
20 **until July 1, 2025,** 13-10-114.5 as follows:

21 **13-10-114.5. Representation by counsel - independent indigent**
22 **defense - definitions.** (1) ~~At the time of first appearance on a municipal~~
23 ~~charge, if the defendant is in custody and the charged offense includes a~~
24 ~~possible sentence of incarceration, the court shall appoint counsel to~~
25 ~~represent the defendant for purposes of the initial appearance unless, after~~
26 ~~a full advisement pursuant to C.M.C.R. 210 and section 16-7-207, C.R.S.,~~
27 ~~the defendant makes a knowing, intelligent, and voluntary waiver of his~~

1 ~~or her right to counsel.~~ A MUNICIPALITY SHALL PROVIDE DEFENSE
2 COUNSEL FOR EACH INDIGENT DEFENDANT CHARGED WITH A MUNICIPAL
3 VIOLATION FOR WHICH THE MUNICIPAL CODE ALLOWS A POSSIBLE
4 SENTENCE OF INCARCERATION UNLESS, AFTER BEING FULLY ADVISED
5 PURSUANT TO C.M.C.R. 210 AND SECTION 16-7-207, THE DEFENDANT
6 MAKES A KNOWING, INTELLIGENT, AND VOLUNTARY WAIVER OF THE RIGHT
7 TO COUNSEL.

8 (2) ~~If the defendant remains in custody, the appointment of~~
9 ~~counsel continues until the defendant is released from custody. If the~~
10 ~~defendant is released from custody, he or she may apply for~~
11 ~~court-appointed counsel, and the court shall appoint counsel if the court~~
12 ~~determines that the defendant is indigent and the charged offense includes~~
13 ~~a possible sentence of incarceration.~~ AN IN-CUSTODY MUNICIPAL
14 DEFENDANT IS PRESUMED INDIGENT AND AUTOMATICALLY ENTITLED TO
15 REPRESENTATION BY COURT-APPOINTED COUNSEL AT AND DURING EVERY
16 IN-CUSTODY COURT APPEARANCE. A MUNICIPALITY THAT AUTHORIZES
17 LAW ENFORCEMENT TO ARREST AN INDIVIDUAL FOR AN ALLEGED
18 MUNICIPAL CODE VIOLATION SHALL ENSURE INDIGENT DEFENSE COUNSEL
19 IS PRESENT AND AVAILABLE TO REPRESENT AN IN-CUSTODY DEFENDANT
20 AT ALL COURT APPEARANCES AND THAT COURT APPEARANCES OCCUR
21 WITHIN THE TIME FRAMES ESTABLISHED IN SECTION 13-10-111.5 (2). FOR
22 A COURT APPEARANCE AT WHICH THE MUNICIPAL COURT IS REQUIRED TO
23 SET A PERSONAL RECOGNIZANCE BOND, THE RIGHT TO INDIGENT DEFENSE
24 COUNSEL AT THE HEARING REMAINS IN PLACE, AS DOES THE REQUIREMENT
25 THAT THE COURT CONDUCT PROCEEDINGS BEFORE SETTING BOND AS
26 REQUIRED BY SECTION 13-10-111.5 (3).

27 (3) IF A DEFENDANT IS IN CUSTODY, CANNOT POST BAIL OR IS NOT

1 ALLOWED TO POST BAIL, AND HAS A MUNICIPAL HOLD, INDIGENT DEFENSE
2 COUNSEL FOR THE HOLDING MUNICIPALITY MAY AUTOMATICALLY ELECT
3 TO REPRESENT THE DEFENDANT AND SHALL NOTIFY THE COURT EITHER
4 VERBALLY OR IN WRITING OF THE REPRESENTATION. IF A MUNICIPAL
5 COURT RECEIVES NOTICE, INCLUDING FROM AN INCARCERATED
6 DEFENDANT, JAIL, OR CORRECTIONAL FACILITY, OF A DEFENDANT IN
7 CUSTODY WHO CANNOT POST BAIL OR IS NOT ALLOWED TO POST BAIL, AND
8 HAS A MUNICIPAL HOLD, THE HOLDING MUNICIPAL COURT SHALL EITHER
9 APPOINT INDIGENT DEFENSE COUNSEL TO REPRESENT THE DEFENDANT
10 WHILE THE DEFENDANT IS IN CUSTODY OR NOTIFY THE DEFENDANT'S
11 INDIGENT DEFENSE COUNSEL TO ALLOW INDIGENT DEFENSE COUNSEL THE
12 OPPORTUNITY TO AUTOMATICALLY ELECT TO REPRESENT THE DEFENDANT
13 WHILE THE DEFENDANT IS IN CUSTODY.

14 ~~(3)~~ (4) (a) On and after January 1, 2020, each municipality shall
15 provide independent indigent defense for each indigent defendant charged
16 with a municipal code violation for which there is a possible sentence of
17 incarceration. Independent indigent defense requires, at minimum, that a
18 nonpartisan entity independent of the municipal court and municipal
19 officials oversee or evaluate indigent defense counsel.

20 (b) (I) Because the office of alternate defense counsel created in
21 section 21-2-101 is an independent system of indigent defense overseen
22 by an independent commission, provision of indigent defense by lawyers
23 evaluated or overseen by the office of alternate defense counsel satisfies
24 the requirement described in ~~subsection (3)(a)~~ SUBSECTION (4)(a) of this
25 section.

26 (II) Because a legal aid clinic at any Colorado law school
27 accredited by the American bar association is an independent system of

1 indigent defense overseen by the dean of the law school with which it is
2 affiliated, ~~any~~ A provision or oversight of indigent defense through a legal
3 aid clinic associated with any Colorado law school accredited by the
4 American bar association satisfies the requirement described in
5 ~~subsection (3)(a)~~ SUBSECTION (4)(a) of this section.

6 (c) To satisfy the requirement described in ~~subsection (3)(a)~~
7 SUBSECTION (4)(a) of this section, a municipality that contracts directly
8 with one or more defense attorneys to provide counsel to indigent
9 defendants shall ensure that:

10 (I) The process to select indigent defense attorneys is transparent
11 and based on merit; and

12 (II) Each contracted indigent defense attorney is periodically
13 evaluated by an independent entity for competency and independence.
14 The municipality shall evaluate each newly hired defense attorney as soon
15 as practicable but no later than one year after ~~he or she~~ THE DEFENSE
16 ATTORNEY is hired. Otherwise, the municipality shall evaluate each
17 defense attorney at least every three years. An independent entity that
18 evaluates defense attorneys pursuant to this ~~subsection (3)(c)(II)~~
19 SUBSECTION (4)(c)(II) shall provide evaluation results and any
20 recommendations for corrective action in writing to the municipality. For
21 the purpose of this ~~subsection (3)~~ SUBSECTION (4), "independent entity"
22 means:

23 (A) The office of alternate defense counsel;

24 (B) An attorney or a group of attorneys, each of whom has
25 substantial experience practicing criminal defense in Colorado within the
26 preceding five years, so long as the attorney or group of attorneys is not
27 affiliated with the municipality receiving the services, including ~~any~~ A

1 municipal judge, prosecutor, or indigent defense attorney; or

2 (C) A local or regional independent indigent defense commission,
3 as described in ~~subsection (3)(d)~~ SUBSECTION (4)(d) of this section.

4 (d) (I) To satisfy the requirement described in ~~subsection (3)(a)~~
5 SUBSECTION (4)(a) of this section, a municipality may establish a local
6 independent indigent defense commission or coordinate with one or more
7 other municipalities to establish a regional independent indigent defense
8 commission. Any local or regional independent indigent defense
9 commission in existence as of January 1, 2018, is deemed to be in
10 compliance with this ~~subsection (3)(d)~~ SUBSECTION (4)(d) and may
11 continue as established.

12 (II) Each local or regional independent indigent defense
13 commission ESTABLISHED PURSUANT TO THIS SUBSECTION (4)(d) must
14 include at least three members, each of whom is selected by the chief
15 municipal judge in consultation with the Colorado criminal defense bar,
16 the office of alternate defense counsel, or the office of the state public
17 defender. Prior to serving on a commission, any commission member who
18 is selected by a chief municipal judge must be approved by the office of
19 alternate defense counsel. The office of alternate defense counsel shall
20 approve such appointed commission members whom the office, in its
21 discretion, deems likely to promote the provision of competent and
22 independent indigent defense.

23 (III) The terms and procedures for the members of a local or
24 regional independent indigent defense commission ~~must be~~ ESTABLISHED
25 PURSUANT TO THIS SUBSECTION (4)(d) ARE determined by the municipality
26 or municipalities that ~~establish~~ ESTABLISHED the independent indigent
27 defense commission.

1 (IV) A local or regional independent indigent defense commission
2 established pursuant to this ~~subsection (3)(d)~~ SUBSECTION (4)(d) has the
3 responsibility and exclusive authority to appoint indigent defense counsel
4 for a term of at least one year or more to be served until a successor is
5 appointed. The independent indigent defense commission retains sole
6 authority to supervise the indigent defense counsel and discharge ~~him or~~
7 ~~her~~ THEM for cause.

8 (V) A local or regional independent indigent defense commission
9 ESTABLISHED PURSUANT TO THIS SUBSECTION (4)(d), through its ability to
10 supervise, appoint, and discharge the indigent defense counsel PURSUANT
11 TO SUBSECTION (4)(d)(IV) OF THIS SECTION, shall ensure that indigent
12 defendants accused of violations of municipal ordinances for which there
13 is a possible sentence of incarceration are represented independently of
14 any political considerations or private interests, that ~~such~~ THE indigent
15 defendants receive legal services that are commensurate with those
16 available to nonindigent defendants, and that municipal indigent defense
17 attorneys provide representation in accordance with the Colorado rules of
18 professional conduct and the American bar association standards relating
19 to the administration of criminal justice.

20 (VI) A local or regional independent indigent defense commission
21 ESTABLISHED PURSUANT TO THIS SUBSECTION (4)(d) shall not interfere
22 with the discretion, judgment, and zealous advocacy of indigent defense
23 attorneys in specific cases.

24 (VII) A local or regional independent indigent defense
25 commission ESTABLISHED PURSUANT TO THIS SUBSECTION (4)(d) shall
26 make recommendations to its municipality or municipalities regarding the
27 provision of adequate monetary resources to provide legal services to

1 indigent defendants accused of violations of such municipal ordinances.

2 (VIII) The members of an independent indigent defense
3 commission ESTABLISHED PURSUANT TO THIS SUBSECTION (4)(d) shall
4 serve without compensation; except that a municipality that establishes
5 a local independent indigent defense commission or that coordinates with
6 one or more other municipalities to establish a regional independent
7 indigent defense commission shall reimburse the members of the
8 commission for actual and reasonable expenses incurred in the
9 performance of their duties.

10 (5) IF A DEFENDANT REMAINS IN CUSTODY, THE APPOINTMENT OF
11 COUNSEL CONTINUES UNTIL THE DEFENDANT IS RELEASED FROM CUSTODY.
12 IF A DEFENDANT IS RELEASED FROM CUSTODY, THE DEFENDANT MAY
13 APPLY FOR COURT-APPOINTED COUNSEL, AND THE COURT SHALL APPOINT
14 COUNSEL IF THE COURT DETERMINES THAT THE DEFENDANT IS INDIGENT
15 AND THE CHARGED OFFENSE INCLUDES A POSSIBLE SENTENCE OF
16 INCARCERATION.

17 **SECTION 7.** In Colorado Revised Statutes, **amend as it will**
18 **become effective July 1, 2025,** 13-10-114.5 as follows:

19 **13-10-114.5. Representation by counsel - independent indigent**
20 **defense - definitions.** (1) ~~At the time of first appearance on a municipal~~
21 ~~charge, if the defendant is in custody and the charged offense includes a~~
22 ~~possible sentence of incarceration, the court shall appoint counsel to~~
23 ~~represent the defendant for purposes of the initial appearance unless, after~~
24 ~~a full advisement pursuant to C.M.C.R. 210 and section 16-7-207, C.R.S.,~~
25 ~~the defendant makes a knowing, intelligent, and voluntary waiver of his~~
26 ~~or her right to counsel.~~ A MUNICIPALITY SHALL PROVIDE DEFENSE
27 COUNSEL FOR EACH INDIGENT DEFENDANT CHARGED WITH A MUNICIPAL

1 VIOLATION FOR WHICH THE MUNICIPAL CODE ALLOWS A POSSIBLE
2 SENTENCE OF INCARCERATION UNLESS, AFTER BEING FULLY ADVISED
3 PURSUANT TO C.M.C.R. 210 AND SECTION 16-7-207, THE DEFENDANT
4 MAKES A KNOWING, INTELLIGENT, AND VOLUNTARY WAIVER OF THE RIGHT
5 TO COUNSEL.

6 (2) ~~If the defendant remains in custody, the appointment of~~
7 ~~counsel continues until the defendant is released from custody. If the~~
8 ~~defendant is released from custody, he or she may apply for~~
9 ~~court-appointed counsel, and the court shall appoint counsel if the court~~
10 ~~determines that the defendant is indigent and the charged offense includes~~
11 ~~a possible sentence of incarceration.~~ AN IN-CUSTODY MUNICIPAL
12 DEFENDANT IS PRESUMED INDIGENT AND AUTOMATICALLY ENTITLED TO
13 REPRESENTATION BY COURT-APPOINTED COUNSEL AT AND DURING EVERY
14 IN-CUSTODY COURT APPEARANCE. A MUNICIPALITY THAT AUTHORIZES
15 LAW ENFORCEMENT TO ARREST AN INDIVIDUAL FOR AN ALLEGED
16 MUNICIPAL CODE VIOLATION SHALL ENSURE INDIGENT DEFENSE COUNSEL
17 IS PRESENT AND AVAILABLE TO REPRESENT AN IN-CUSTODY DEFENDANT
18 AT ALL COURT APPEARANCES AND THAT COURT APPEARANCES OCCUR
19 WITHIN THE TIME FRAMES ESTABLISHED IN SECTION 13-10-111.5 (2). FOR
20 A COURT APPEARANCE AT WHICH THE MUNICIPAL COURT IS REQUIRED TO
21 SET A PERSONAL RECOGNIZANCE BOND, THE RIGHT TO INDIGENT DEFENSE
22 COUNSEL AT THE HEARING REMAINS IN PLACE, AS DOES THE REQUIREMENT
23 THAT THE COURT CONDUCT PROCEEDINGS BEFORE SETTING BOND AS
24 REQUIRED BY SECTION 13-10-111.5 (3).

25 (3) IF A DEFENDANT IS IN CUSTODY, CANNOT POST BAIL OR IS NOT
26 ALLOWED TO POST BAIL, AND HAS A MUNICIPAL HOLD, INDIGENT DEFENSE
27 COUNSEL FOR THE HOLDING MUNICIPALITY MAY AUTOMATICALLY ELECT

1 TO REPRESENT THE DEFENDANT AND SHALL NOTIFY THE COURT EITHER
2 VERBALLY OR IN WRITING OF THE REPRESENTATION. IF A MUNICIPAL
3 COURT RECEIVES NOTICE, INCLUDING FROM AN INCARCERATED
4 DEFENDANT, JAIL, OR CORRECTIONAL FACILITY, OF A DEFENDANT IN
5 CUSTODY WHO CANNOT POST BAIL OR IS NOT ALLOWED TO POST BAIL, AND
6 HAS A MUNICIPAL HOLD, THE HOLDING MUNICIPAL COURT SHALL EITHER
7 APPOINT INDIGENT DEFENSE COUNSEL TO REPRESENT THE DEFENDANT
8 WHILE THE DEFENDANT IS IN CUSTODY OR NOTIFY THE DEFENDANT'S
9 INDIGENT DEFENSE COUNSEL TO ALLOW INDIGENT DEFENSE COUNSEL THE
10 OPPORTUNITY TO AUTOMATICALLY ELECT TO REPRESENT THE DEFENDANT
11 WHILE THE DEFENDANT IS IN CUSTODY.

12 ~~(3)~~ (4) (a) On and after January 1, 2020, each municipality shall
13 provide independent indigent defense for each indigent defendant charged
14 with a municipal code violation for which there is a possible sentence of
15 incarceration. Independent indigent defense requires, at minimum, that a
16 nonpartisan entity independent of the municipal court and municipal
17 officials oversee or evaluate indigent defense counsel.

18 (b) (I) Because the office of alternate defense counsel created in
19 section 21-2-101 is an independent system of indigent defense overseen
20 by an independent commission, provision of indigent defense by lawyers
21 evaluated or overseen by the office of alternate defense counsel satisfies
22 the requirement described in ~~subsection (3)(a)~~ SUBSECTION (4)(a) of this
23 section.

24 (II) Because a legal aid clinic at any Colorado law school
25 accredited by the American bar association is an independent system of
26 indigent defense overseen by the dean of the law school with which it is
27 affiliated, ~~any~~ THE provision or oversight of indigent defense through a

1 legal aid clinic associated with any Colorado law school accredited by the
2 American bar association satisfies the requirement described in
3 ~~subsection (3)(a)~~ SUBSECTION (4)(a) of this section.

4 (c) To satisfy the requirement described in ~~subsection (3)(a)~~
5 SUBSECTION (4)(a) of this section, a municipality that contracts directly
6 with one or more defense attorneys to provide counsel to indigent
7 defendants shall ensure that:

8 (I) The process to select indigent defense attorneys is transparent
9 and based on merit;

10 (II) Each contracted indigent defense attorney is periodically
11 evaluated by an independent entity for competency and independence.
12 The municipality shall evaluate each newly hired defense attorney as soon
13 as practicable but no later than one year after ~~he or she~~ THE DEFENSE
14 ATTORNEY is hired. Otherwise, the municipality shall evaluate each
15 defense attorney at least every three years. An independent entity that
16 evaluates defense attorneys pursuant to this ~~subsection (3)(c)(II)~~
17 SUBSECTION (4)(c)(II) shall provide evaluation results and any
18 recommendations for corrective action in writing to the municipality. For
19 the purpose of this ~~subsection (3)~~ SUBSECTION (4), "independent entity"
20 means:

21 (A) The office of alternate defense counsel;

22 (B) An attorney or a group of attorneys, each of whom has
23 substantial experience practicing criminal defense in Colorado within the
24 preceding five years, so long as the attorney or group of attorneys is not
25 affiliated with the municipality receiving the services, including ~~any~~ A
26 municipal judge, prosecutor, or indigent defense attorney; or

27 (C) A local or regional independent indigent defense commission,

1 as described in ~~subsection (3)(d)~~ SUBSECTION (4)(d) of this section.

2 (III) (A) The contract does not use a fixed or flat-fee payment
3 structure for indigent defense services but instead uses the same payment
4 structure and rates that are paid by the state of Colorado to attorneys and
5 other interdisciplinary team members under contract with the office of
6 alternate defense counsel created in section 21-2-101 and that are
7 consistent with chief justice directive 04-04, or any successor chief justice
8 directive.

9 (B) ~~This subsection (3)(c)(III) only applies to a municipality that~~
10 ~~prosecutes an act of domestic violence, as defined in section 18-6-800.3.~~

11 (C) For the purposes of this ~~subsection (3)(c)~~ SUBSECTION (4)(c),
12 "fixed or flat-fee payment structure" means a fee paid as a fixed amount
13 for specified legal services, regardless of the time or effort involved, but
14 does not include an amount paid as a salary or on a salary basis.

15 (d) (I) To satisfy the requirement described in ~~subsection (3)(a)~~
16 SUBSECTION (4)(a) of this section, a municipality may establish a local
17 independent indigent defense commission or coordinate with one or more
18 other municipalities to establish a regional independent indigent defense
19 commission. ~~Any~~ A local or regional independent indigent defense
20 commission in existence as of January 1, 2018, is deemed to be in
21 compliance with this ~~subsection (3)(d)~~ SUBSECTION (4)(d) and may
22 continue as established.

23 (II) Each local or regional independent indigent defense
24 commission ESTABLISHED PURSUANT TO THIS SUBSECTION (4)(d) must
25 include at least three members, each of whom is selected by the chief
26 municipal judge in consultation with the Colorado criminal defense bar,
27 the office of alternate defense counsel, or the office of the state public

1 defender. Prior to serving on a commission, any commission member who
2 is selected by a chief municipal judge must be approved by the office of
3 alternate defense counsel. The office of alternate defense counsel shall
4 approve such appointed commission members whom the office, in its
5 discretion, deems likely to promote the provision of competent and
6 independent indigent defense.

7 (III) The terms and procedures for the members of a local or
8 regional independent indigent defense commission ~~must be~~ ESTABLISHED
9 PURSUANT TO THIS SUBSECTION (4)(d) ARE determined by the municipality
10 or municipalities that ~~establish~~ ESTABLISHED the independent indigent
11 defense commission.

12 (IV) A local or regional independent indigent defense commission
13 established pursuant to this ~~subsection (3)(d)~~ SUBSECTION (4)(d) has the
14 responsibility and exclusive authority to appoint indigent defense counsel
15 for a term of at least one year or more to be served until a successor is
16 appointed. The independent indigent defense commission retains sole
17 authority to supervise the indigent defense counsel and discharge ~~him or~~
18 ~~her~~ THEM for cause.

19 (V) A local or regional independent indigent defense commission
20 ESTABLISHED PURSUANT TO THIS SUBSECTION (4)(d), through its ability to
21 supervise, appoint, and discharge the indigent defense counsel PURSUANT
22 TO SUBSECTION (4)(d)(IV) OF THIS SECTION, shall ensure that indigent
23 defendants accused of violations of municipal ordinances for which there
24 is a possible sentence of incarceration are represented independently of
25 any political considerations or private interests, that such indigent
26 defendants receive legal services that are commensurate with those
27 available to nonindigent defendants, and that municipal indigent defense

1 attorneys provide representation in accordance with the Colorado rules of
2 professional conduct and the American bar association standards relating
3 to the administration of criminal justice.

4 (VI) A local or regional independent indigent defense commission
5 ESTABLISHED PURSUANT TO THIS SUBSECTION (4)(d) shall not interfere
6 with the discretion, judgment, and zealous advocacy of indigent defense
7 attorneys in specific cases.

8 (VII) A local or regional independent indigent defense
9 commission ESTABLISHED PURSUANT TO THIS SUBSECTION (4)(d) shall
10 make recommendations to its municipality or municipalities regarding the
11 provision of adequate monetary resources to provide legal services to
12 indigent defendants accused of violations of such municipal ordinances.

13 (VIII) The members of an independent indigent defense
14 commission ESTABLISHED PURSUANT TO THIS SUBSECTION (4)(d) shall
15 serve without compensation; except that a municipality that establishes
16 a local independent indigent defense commission or that coordinates with
17 one or more other municipalities to establish a regional independent
18 indigent defense commission shall reimburse the members of the
19 commission for actual and reasonable expenses incurred in the
20 performance of their duties.

21 (5) IF A DEFENDANT REMAINS IN CUSTODY, THE APPOINTMENT OF
22 COUNSEL CONTINUES UNTIL THE DEFENDANT IS RELEASED FROM CUSTODY.
23 IF A DEFENDANT IS RELEASED FROM CUSTODY, THE DEFENDANT MAY
24 APPLY FOR COURT-APPOINTED COUNSEL, AND THE COURT SHALL APPOINT
25 COUNSEL IF THE COURT DETERMINES THAT THE DEFENDANT IS INDIGENT
26 AND THE CHARGED OFFENSE INCLUDES A POSSIBLE SENTENCE OF
27 INCARCERATION.

1 **SECTION 8.** In Colorado Revised Statutes, 21-2-103, **amend** (5)
2 as follows:

3 **21-2-103. Representation of persons who are indigent -**
4 **definition.** (5) The office of alternate defense counsel may, but is not
5 required to, evaluate the performance of attorneys providing indigent
6 defense in municipal courts at the request of any municipality, as
7 described in ~~section 13-10-114.5 (3)(c)(H)~~ **SECTION 13-10-114.5**
8 **(4)(c)(II).** The office of alternate defense counsel shall not perform any
9 such evaluations without sufficient funding for personnel to perform such
10 evaluations.

11 **SECTION 9.** In Colorado Revised Statutes, 21-2-108, **amend** (2)
12 as follows:

13 **21-2-108. Conflict-free defense for indigent persons in**
14 **municipal courts - fund created.** (2) A municipality that wants to utilize
15 the services of the office of alternate defense counsel to evaluate the
16 provision of defense counsel to indigent defendants as described in
17 ~~section 13-10-114.5 (3)(c)(H)(A)~~ **SECTION 13-10-114.5 (4)(c)(II)(A)**
18 during the next calendar year shall request such services on or before
19 September 1, 2018, and on or before September 1 each year thereafter.

20 **SECTION 10. Safety clause.** The general assembly finds,
21 determines, and declares that this act is necessary for the immediate
22 preservation of the public peace, health, or safety or for appropriations for
23 the support and maintenance of the departments of the state and state
24 institutions.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-1) TO BIF IV INTREPID OPCO., LLC., FOR THE PURPOSE OF ALLOWING AN AUTHORIZED STRUCTURE TO BE WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT FOR USE OF THE EXISTING S. MAIN STREET BRIDGE BETWEEN E. D STREET AND ALAN HAMEL AVENUE, PUEBLO, CO

SUMMARY:

Attached is a draft revocable permit (REV 25-1) submitted by BIF IV Intrepid Opco., LLC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

BIF IV Intrepid Opco., LLC, has submitted a revocable permit (REV-25-1) application for the purpose of allowing an authorized structure to be within the permitted area until termination or revocation of this revocable permit for use of the existing S. Main Street bridge between E. D Street and Alan Hamel Avenue, Pueblo, CO

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from facilitating the authorized structure.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. REV-25-1 (Main Street Bridge Telecom)

RESOLUTION NO. 15915

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-1) TO BIF IV INTREPID OPCO., LLC., FOR THE PURPOSE OF ALLOWING AN AUTHORIZED STRUCTURE TO BE WITHIN THE PERMITTED AREA UNTIL TERMINATION OR REVOCATION OF THIS REVOCABLE PERMIT FOR USE OF THE EXISTING S. MAIN STREET BRIDGE BETWEEN E. D STREET AND ALAN HAMEL AVENUE, PUEBLO, CO

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-1) is authorized to be issued to BIF IV Intrepid Opco., LLC., for the purpose of allowing an authorized structure to be within the permitted area until termination or revocation of this revocable permit for use of the existing S. Main Street bridge between E. D Street and Alan Hamel Avenue.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **BIF IV Intrepid Opoc, LLC**
2. Permitted Area: **S. Main Street Bridge between E. D Street and Alan Hamel Ave.**
3. Purpose of Revocable Permit: **Allow the authorized improvements to be within the Permitted Area until termination or revocation of this Revocable Permit**
4. Authorized Improvements: **Handholds, conduit and associated infrastructure**
5. Commencement Date: **February 25, 2025**
6. Ending Date: **Indefinite**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, including the handholds, conduit, and associated infrastructure, as authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City, this Permit and applicable law. Permittee expressly acknowledges and shall comply with all obligations it may have under Article 1.5 of Title 9 of the Colorado Revised Statutes, and the City shall have no obligations with respect to notification of the existence of the Improvements with respect to any excavation conducted in or around the Permitted Area or otherwise. Consistent with and in further clarification of paragraph (l), Permittee expressly acknowledges and agrees that City shall have no responsibility or liability for any damage or injuries to the Improvements resulting from any excavation conducted in or around the Permitted Area whether done by the City, its officers, employees, agents or unrelated third party.

(c) Reserved.

(d) Reserved.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and the Authorized Structure in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee.

Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in above paragraph (h); or (v) revocation or termination of this Permit by resolution of the City Council of City. The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

Signed in Pueblo, Colorado this _____ day of _____, 20_____.

PERMITTEE:

Organization: _____

By: _____

Title: _____

STATE OF COLORADO)
COUNTY OF PUEBLO) ss..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____

by _____ as

_____.

My commission expires: _____.

[S E A L]

Notary Public

APPROVED this _____ day of _____, 20____.
PUEBLO, a Municipal Corporation

By _____
Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-2) TO HARP AUTHORITY FOR THE PURPOSE OF CONSTRUCTING A TRASH ENCLOSURE IN TWO PARKING SPACES LOCATED NORTHEAST AND ADJACENT TO ANGELO'S PIZZA

SUMMARY:

Attached is a draft Revocable Permit (REV-25-2) to be approved for issuance to HARP Authority

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant has submitted a Revocable Permit application (REV-25-2) to HARP Authority for the purpose of constructing a trash enclosure in two parking spaces located northeast and adjacent to Angelo's Pizza

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from constructing a trash enclosure in two parking spaces located northeast and adjacent to Angelo's Pizza.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. NOTARIZED REVOCABLE PERMIT - 25-2

RESOLUTION NO. 15916

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT (REV-25-2) TO HARP AUTHORITY FOR THE PURPOSE OF CONSTRUCTING A TRASH ENCLOSURE IN TWO PARKING SPACES LOCATED NORTHEAST AND ADJACENT TO ANGELO'S PIZZA

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit (REV-25-2) is authorized to be issued to HARP Authority for the purpose of constructing a trash enclosure in two parking spaces located northeast and adjacent to Angelo's Pizza

SECTION 2.

The use of the public right-of-way is hereby granted and is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

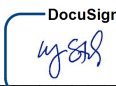
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

LANDSCAPING REVOCABLE PERMIT

(Section 17-4-7 Pueblo Municipal Code)

Pursuant to Section 16-9 of the Charter of the City of Pueblo ("City") the City Council of City hereby grants a revocable permit to the Permittee named herein for the sole purpose of installing and maintaining landscaping in the Permitted Area herein described, subject to and conditioned upon the provisions, covenants and conditions contained herein and Permittee's compliance therewith:

1. Permittee's name and address: **HARP Authority 125 Riverwalk Place 7195950242 125 Riverwalk Pl**
2. Legal description and street address of real property owned by Permittee subject to Section 17-4-7 of the Pueblo Municipal Code ("Permittee's Property"): **and ,**
3. "Permitted Area" means and includes that portion of the public right-of-way adjacent to Permittee's Property shown on the attached Landscape Plan. **To construct a trash enclosure in two parking spaces located northeast and adjacent to Angelo's Pizza.**

In consideration of the issuance and granting of this Revocable Permit, Permittee represents, warrants and agrees as follows:

1. Permittee shall within _days from date hereof install landscaping on Permittee's Property and in the Permitted Area in compliance with the Section 17-4-7 of the Pueblo Municipal Code and as shown on the attached Landscape Plan.
2. Permittee shall keep, maintain and replace the landscaping as required by Section 17-4- 7(b)(8)(b) of the Pueblo Municipal Code or any substituted provision thereof.
3. This Revocable Permit shall automatically terminate and be revoked upon the revocation or termination of this Revocable Permit by Resolution of the City Council of City. Permittee acknowledges and agrees that this Revocable Permit is temporary and subject to revocation or termination by the City Council of City for any reason, at any time, without notice to or hearing by Permittee, and Permittee waives any and all claim to any such notice and hearing.
4. **Immediately upon termination of this Revocable Permit, Permittee shall**
 - (a) remove the landscaping from the Permitted Area and no longer use the Permitted Area for any purpose;**
 - (b) replace and relocate landscaping on Permittee's Property which meets and complies with Section 17-4-7 of the Pueblo Municipal Code or any substituted provision thereof; and**
 - (c) meet and comply with all applicable off-street parking requirements set forth in Sections 17-4-42, 17-4-43, 17-4-44 and 17-4-45 of the Pueblo Municipal Code on Permittee's Property or other property allowed under said Sections of the Pueblo Municipal Code or any substituted provision thereof.**
5. If Permittee fails for any reason to timely perform and comply with the requirements and provisions of this Revocable Permit, City, in addition to all other remedies provided by law, may revoke the certificate of occupancy for the building on Permittee's Property.
6. The covenants of this Revocable Permit shall run with Permittee's Property and shall extend to, be binding upon, and inure to the benefit of City and Permittee and their respective heirs, personal representatives, successors and assigns. This Revocable Permit will be recorded in the office of the Pueblo County Clerk and Recorder. The Permittee shall pay all fees associated with recording.
7. Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Revocable Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the landscaping in the Permitted Area, or the use of the Permitted Area by Permittee, its officers, agents, employees, invitees or general public.

Executed at Pueblo, Colorado the 12 day of Feb, 2025.

PERMITTEE:

Organization or
Individual:
By:
Title:

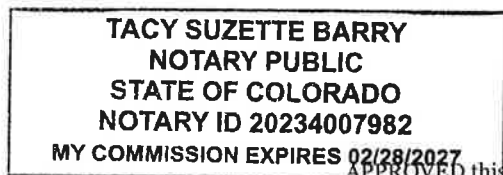
HARP Authority
Shayla Keys Shayla Keys
Rec Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 12th day of February, 2025 by
Shayla Keys as Rec Director

My commission expires: _____



Tacy Suzette Barry

Notary Public

_____, 20____.

PUEBLO, a Municipal Corporation



By _____

Heather Graham, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 8.018-ACRE AREA COMMONLY KNOWN AS THE FIRST ADDITION TO VILLA BELLA ANNEXATION, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

SUMMARY:

A Resolution tabling final action on the petition for the annexation area commonly known as the First Addition to Villa Bella Annexation for an additional period of not more than 180 days through September 23, 2025.

PREVIOUS COUNCIL ACTION:

On February 12, 2024, City Council approved Resolution 15484 preliminarily determining that the petition for the annexation of the 8.018-acre area commonly known as the First Addition to Villa Bella Annexation were valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and extended the final action on the petitions for a period of not more than 180 days.

BACKGROUND:

On September 6, 2023, Caleb Development, LLC and Lorson North Land Corporation submitted an annexation petition for the Villa Bella First Addition Annexation totaling 8.018-acres. This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent by registered mail by the Planning and Community Development Department to the Board of County Commissioners, the County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

If the extension is not approved, the applicant will be required to submit new petitions for annexation and restart the annexation process. The extension of the review period prior to final action on the petitions will allow the current process to continue.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15917

A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 8.018-ACRE AREA COMMONLY KNOWN AS THE FIRST ADDITION TO VILLA BELLA ANNEXATION, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Final action on the Petition is hereby tabled for an additional period of not more than one hundred eighty (180) days to September 23, 2025.

SECTION 2.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

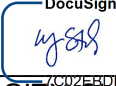
SECTION 4.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 10.094-ACRE AREA COMMONLY KNOWN AS THE SECOND ADDITION TO VILLA BELLA ANNEXATION, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

SUMMARY:

A Resolution tabling final action on the petition for the annexation area commonly known as the Second Addition to Villa Bella Annexation for an additional period of not more than 180 days through September 23, 2025.

PREVIOUS COUNCIL ACTION:

On February 12, 2024, City Council approved Resolution 15485 preliminarily determining that the petition for the annexation of the 10.094-acre area commonly known as the Second Addition to Villa Bella Annexation were valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and extended the final action on the petitions for a period of not more than 180 days.

BACKGROUND:

On September 6, 2023, Caleb Development LLC and Lorson North Land Corporation submitted an annexation petition for the Villa Bella Second Addition Annexation totaling 10.094-acres. This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent by registered mail by the Planning and Community Development Department to the Board of County Commissioners, the County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

If the extension is not approved, the applicant will be required to submit new petitions for annexation and restart the annexation process. The extension of the review period prior to final action on the petitions will allow the current process to continue.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15918

A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 10.094-ACRE AREA COMMONLY KNOWN AS THE SECOND ADDITION TO VILLA BELLA ANNEXATION, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Final action on the Petition is hereby tabled for an additional period of not more than one hundred eighty (180) days to September 23, 2025.

SECTION 2.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

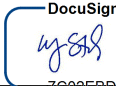
SECTION 4.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 79.637-ACRE AREA COMMONLY KNOWN AS THE THIRD ADDITION TO VILLA BELLA ANNEXATION, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

SUMMARY:

A Resolution tabling final action on the petition for the annexation area commonly known as the Third Addition to Villa Bella Annexation for an additional period of not more than 180 days through September 23, 2025.

PREVIOUS COUNCIL ACTION:

On February 12, 2024, City Council approved Resolution 15486 preliminarily determining that the petition for the annexation of the 79.637-acre area commonly known as the Second Addition to Villa Bella Annexation were valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and extended the final action on the petitions for a period of not more than 180 days.

BACKGROUND:

On September 6, 2023, Eagle Development Company submitted an annexation petition for the Villa Bella Third Addition Annexation totaling 79.637-acres. This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent by registered mail by the Planning and Community Development Department to the Board of County Commissioners, the County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

If the extension is not approved, the applicant will be required to submit new petitions for annexation and restart the annexation process. The extension of the review period prior to final action on the petitions will allow the current process to continue.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15919

A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 79.637-ACRE AREA COMMONLY KNOWN AS THE THIRD ADDITION TO VILLA BELLA ANNEXATION, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Final action on the Petition is hereby tabled for an additional period of not more than one hundred eighty (180) days to September 23, 2025.

SECTION 2.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 3.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

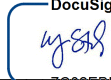
SECTION 4.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PROFESSIONAL BULL RIDERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY RELATING TO PARKING FEES AND OTHER CLAIMS

SUMMARY:

Attached for consideration is a Resolution approving a Settlement Agreement and Mutual Release between the City of Pueblo and Professional Bull Riders, LLC ("PBR") related to parking fees and other asserted claims between the parties.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

A dispute has arisen between the City and PBR relating to the property located at 101 W. Riverwalk Place (the "Property") and the parking lot adjacent to the Property. On October 31, 2024, the City filed suit against PBR in Pueblo County District Court. On November 27, 2024 PBR provided the City with a Notice of Claim asserting various allegations against the City. The parties have reached an agreement to resolve all disputes between them.

FINANCIAL IMPLICATIONS:

Pursuant to the Settlement Agreement and Mutual Release, PBR will pay to the City \$146,625.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to approve the Resolution.

RECOMMENDATION:

None.

ATTACHMENTS:

None

RESOLUTION NO. 15920

A RESOLUTION APPROVING A SETTLEMENT AGREEMENT AND MUTUAL RELEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PROFESSIONAL BULL RIDERS, LLC, A DELAWARE LIMITED LIABILITY COMPANY RELATING TO PARKING FEES AND OTHER CLAIMS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Settlement Agreement and Mutual Release dated February 24, 2025 between the City of Pueblo and Professional Bull Riders relating to parking fees and other claims, a copy of which has been filed in the office of the City Clerk, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Settlement Agreement and Mutual Release in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest the same.

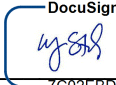
SECTION 3.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Bliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE AUTHORIZING A SITE LEASE AND LEASE PURCHASE AGREEMENT BETWEEN THE CITY, AND BOKF, NA (SOLELY IN ITS CAPACITY AS TRUSTEE) TO FINANCE THE ACQUISITION, IMPROVEMENT AND EQUIPPING OF FACILITIES TO BE USED AS MUNICIPAL ADMINISTRATIVE AND OTHER SPACE; APPROVING A CERTIFICATE OF PARTICIPATION, SERIES 2025 IN CONNECTION THEREWITH IN A PRINCIPAL AMOUNT NOT TO EXCEED \$9,100,000; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND RELATED MATTERS

SUMMARY:

Attached for consideration is an Ordinance approving a lease purchase agreement between the City and BOKF, NA to finance the acquisition, improvement and equipping of facilities to be used as municipal administrative and other space, and approving a certificate of participation, series 2025 in the principal amount not to exceed \$9,100,000 to effectuate such purchase agreement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Currently, many City departments lack sufficient office space to efficiently conduct daily operations. As a result, numerous City employees are required to share already cramped office space or work from home. Approval of this Ordinance will allow the City to purchase an existing property sufficiently large to consolidate many City departments into one centralized building with easy public access. Cost to construct a similar building would cost the City an estimated amount in excess of \$32M. The departments planned to be moved into the new building include Planning and Zoning, Housing,

Human Resources, Civil Service, Finance, Sales Tax, and Law. The purchase of the Property will put most City departments within a two-block radius of City Hall. The Mayor's Office and City Clerk will remain in City Hall.

In September 2024, the City purchased a building at 640 Dittmer Avenue to house several City departments. Since that time, the City discovered mold in the current Parks and Recreation offices and has had to relocate Parks and Recreation staff to the Dittmer building. The Dittmer building is not large enough to accommodate Parks and Recreation and the other departments needing additional office space. The purchase of this Property will allow the City to sell or repurpose those stand-alone buildings currently used by the City departments slated to move into the Property.

In 2023, the Property appraised at approximately \$8M. Currently, it was offered to the City at \$7M. Some interior finish will be required to accommodate the needs of the City. The City has included an additional \$3M into the financing in anticipation of these needs. If approved by City Council, the purchase of the Property will close on or before May 1, 2025.

FINANCIAL IMPLICATIONS:

The Series 2025 Certificate shall be issued in a principal amount not to exceed \$9,100,000 and shall mature not later than December 1, 2045. It shall bear interest at a net effective interest rate not exceeding 6.50% and may be subject to redemption at redemption prices which may include redemption premiums not exceeding 3% of their principal amount, all as may be approved by Final Terms Certificate. All payments under the Series 2025 Certificate will be subject to annual appropriation by City Council.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to adopt the attached Ordinance.

RECOMMENDATION:

None.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AUTHORIZING A SITE LEASE AND LEASE PURCHASE AGREEMENT BETWEEN THE CITY, AND BOKF, NA (SOLELY IN ITS CAPACITY AS TRUSTEE) TO FINANCE THE ACQUISITION, IMPROVEMENT AND EQUIPPING OF FACILITIES TO BE USED AS MUNICIPAL ADMINISTRATIVE AND OTHER SPACE; APPROVING A CERTIFICATE OF PARTICIPATION, SERIES 2025 IN CONNECTION THEREWITH IN A PRINCIPAL AMOUNT NOT TO EXCEED \$9,100,000; AUTHORIZING THE MAYOR TO EXECUTE ALL DOCUMENTS AND OFFICIALS OF THE CITY TO TAKE ALL ACTION NECESSARY TO CARRY OUT THE TRANSACTIONS CONTEMPLATED HEREBY; AND RELATED MATTERS

WHEREAS, the City of Pueblo, Colorado (the "City"), is authorized, pursuant to the Home Rule Charter of the City (the "Charter") to enter into lease purchase agreements to provide lands and facilities for governmental purposes; and

WHEREAS, to provide for the capital asset needs of the City, the City Council of the City (the "City Council") hereby determines that it is necessary and in the best interests of the City and its citizens that the City undertake lease-purchase financing for the acquisition, improvement and equipping of facilities to be used for municipal administrative and other offices or for other governmental or proprietary purposes (the "Project"); and

WHEREAS, the City Council wishes to fund the Project from the proceeds of a lease-purchase financing (the "Financing") to be completed within 12 months of the date hereof; and

WHEREAS, the City intends to issue a Request for Proposals (the "RFP"), soliciting bids from potential investors specifying terms and other details in order to identify a suitable financial institution (the "Bank") to assist the City in completing the Financing; and

WHEREAS, the City is or will be the owner in fee simple of certain real property and improvements described or identified in this Ordinance (the "Site Leased Property"); and

WHEREAS, in order to finance the costs of the Project, the Council desires to demise to BOKF, NA, solely in its capacity as trustee under the Indenture defined below (the "Trustee"), pursuant to that certain Site Lease to be dated as of its dated date (the "Site Lease") between the City, as lessor, and the Trustee, as lessee, a leasehold interest in the Site Leased Property (the "Leased Property") for a lump-sum payment of not more than \$9,100,000 and lease the Leased Property, with improvements constructed thereon, back from the Trustee pursuant to that certain Lease Purchase Agreement dated as of the date of the Site Lease (the "Lease") between the Trustee, as lessor, and the City, as lessee; and

WHEREAS, for the purpose of providing funds for the completion of the Project, a single Certificate of Participation, Series 2025 (the "Series 2025 Certificate") in an aggregate amount not to exceed \$9,100,000 will be sold and executed and delivered to the Bank pursuant to an Indenture of Trust dated as of the date of the Site Lease (the "Indenture") entered into by the Trustee; and

WHEREAS, there have been filed for public inspection with the City Clerk in connection herewith the proposed forms of the Site Lease, the Lease, and the Indenture (collectively, the

“Financing Documents”).

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Ratification of Actions. All action heretofore taken, not inconsistent with the provisions of this ordinance (the “Ordinance”), by the Mayor or the officers of the City, directed toward the implementation of the Project, including the preparation of the forms of the Site Lease, the Lease and the Indenture as well as other related documents, are hereby ratified, approved and confirmed.

SECTION 2.

Findings; Authorizations. The City Council hereby finds and determines, pursuant to the laws of the State of Colorado, that the Project is necessary, convenient, and in furtherance of the governmental purposes of the City and in the best interests of the City and its citizens; and the City Council hereby authorizes the Project.

SECTION 3.

Approval and Execution of Documents; City Representatives. The Site Lease, the Lease and the Indenture, in substantially the forms filed in the office of the City Clerk before the final adoption of this Ordinance, are in all respects approved, authorized and confirmed, and the Mayor of the City or his designee are hereby authorized and directed to execute and deliver, and the City Clerk of the City is hereby authorized and directed to affix the seal of the City to, and attest, the Site Lease and the Lease, in substantially the forms approved by the City Attorney and filed with the City Clerk, with such changes as are not inconsistent with the intent of this Ordinance and are approved by bond counsel or the City Attorney. The City Council hereby designates the Mayor and the City Finance Director (and any persons authorized by law to act on their behalf in their absence) to act as “City Representatives” under the Lease and any related documents. Before the execution of the Site Lease, the Lease, or any other instrument contemplated by this Ordinance, or the issuance of the Series 2025 Certificate, the identity of the Bank, the final Base Rentals due under the Site Lease and Lease, and the principal amount, interest rates and other terms of the Series 2025 Certificate, not inconsistent herewith, shall be approved by a certificate executed by the City Finance Director (the “Final Terms Certificate”) not later than the date that is one year from the effective date of this Ordinance. Among the other terms to be addressed in the Final Terms Certificate, the City Finance Director is hereby authorized to select, based on the recommendation of the City’s municipal advisor, one or any appropriate combination of real and personal property, taking the amount of Project costs being financed into account, that shall constitute the Leased Property, from among the schedule of City-owned properties attached hereto as Exhibit A.

SECTION 4

The Series 2025 Certificate. The City Council hereby acknowledges and consents to the sale, execution and delivery of the Series 2025 Certificate to the Bank by the Trustee pursuant to the Indenture. The City Council hereby acknowledges and approves the form, terms and provisions of the Series 2025 Certificate contained in the Indenture, in substantially the form approved by the City Attorney and filed with the City Clerk prior to the final adoption of this Ordinance. The Series 2025 Certificate shall be issued in a principal amount not to exceed \$9,100,000, shall mature not later than December 1, 2045, shall bear interest at a net effective interest rate not exceeding 6.50%, and may be made subject to redemption at redemption

prices which may include redemption premiums not exceeding 3% of their principal amount, all as may be approved by Final Terms Certificate. The proceeds of the Series 2025 Certificate shall be used to accomplish the Project in the manner required under the Site Lease, the Lease and the Indenture.

SECTION 5.

Additional Documents. The City Clerk is hereby authorized and directed to attest all signatures and acts of any official of the City in connection with the matters authorized by this Ordinance. The Mayor, his designee, and the City Representatives are hereby authorized to execute and deliver for and on behalf of the City any and all additional certificates, documents, and other papers and to perform all other acts that they may deem necessary or appropriate to implement and carry out the transactions and other matters authorized by this Ordinance. The Mayor, his designee, and the City Representatives are hereby authorized to cause the preparation and distribution of an Official Statement describing the Series 2025 Certificate, the Site Lease, the Lease, the City, the Leased Property, and other matters material to the offering of the Series 2025 Certificate. The appropriate officers of the City are also authorized to execute on behalf of the City agreements concerning the deposit and investment of funds in connection with the transactions contemplated by this Ordinance.

SECTION 6.

No General Obligation or Other Indebtedness. The obligation of the City to make rental payments under the Lease is subject to annual appropriation by the City Council and constitutes an undertaking of the City to make current expenditures. No provision of this Ordinance, the Lease, the Indenture or the Series 2025 Certificate shall be construed as constituting or giving rise to a general obligation or other indebtedness or multiple fiscal year financial obligation of the City within the meaning of any home rule, statutory, or constitutional debt limitation nor a mandatory charge or requirement against the City in any ensuing fiscal year beyond the current fiscal year. The City shall have no obligation to make any payment with respect to the Series 2025 Certificate except in connection with the payment of the Base Rentals (as defined in the Lease) and certain other payments under the Lease, which payments are subject to termination and nonrenewal by the City in accordance with the provisions of the Lease.

SECTION 7.

Expression of Need; Reasonable Rentals. The City hereby declares its current need for the Leased Property, which is considered to be essential to the City's governmental operations. It is hereby declared to be the present intention and expectation of the City Council that the Lease will be renewed annually until all of the Leased Property is acquired by the City pursuant to the Lease; but this declaration shall not be construed as contractually obligating or otherwise binding the City.

The City Council hereby determines and declares that the Base Rentals due under the Lease, so long as they are within the limits provided in this Ordinance, will represent the fair value of the use of the Leased Property and the Purchase Option Price (as defined in the Lease) will represent, as of any date upon which the City may exercise its option to purchase the Trustee's interest in such Leased Property, the fair purchase price thereof. The City Council further hereby determines and declares that the Base Rentals due under the Lease will not exceed a reasonable amount so as to place the City under an economic or practical compulsion to renew the Lease or to exercise its option to purchase the Trustee's interest in the Leased Property pursuant to the Lease. In making such determinations, the City Council has considered the cost of acquiring and installing the Leased Property, the uses and purposes for

which the City will employ the Leased Property, the benefit to the citizens of the City because of the acquisition and installation of the Leased Property and the use of the Leased Property pursuant to the terms and provisions of the Lease, the City's option to purchase the Leased Property, and the expected eventual vesting of title to the Leased Property in the City. The City Council hereby determines and declares that the acquisition and installation of the Leased Property and the leasing of the Leased Property pursuant to the Lease will result in facilities of comparable quality and meeting the same requirements and standards as would be necessary if the acquisition and installation of the Leased Property were performed by the City other than pursuant to the Lease. The City Council hereby determines and declares that the maximum duration of the portion of the Lease allocable to any item of Leased Property separately identified in the Lease will not exceed the weighted average useful life of such item of Leased Property.

SECTION 8.

Severability. If any section, paragraph, clause or provision of this Ordinance or the Lease (other than provisions as to the payment of Base Rentals by the City during the term of the Lease, provisions for the quiet enjoyment of the Leased Property by the City during the term of the Lease, and provisions for the transfer of the Leased Property to the City under the conditions provided in the Lease) shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 9.

Repealer of Measures. All acts, orders, resolutions, ordinances, or parts thereof, in conflict with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such conflict. This repealer shall not be construed as reviving any resolution, ordinance, or part thereof heretofore repealed.

SECTION 10.

Effective Date. This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND 101 W RIVERWALK, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF PROPERTY DESCRIBED AS 101 WEST RIVERWALK PLACE, UNIT 2 WITHIN THE CITY OF PUEBLO

SUMMARY:

Attached for consideration is an Ordinance authorizing the Mayor to execute a Contract to Buy and Sell Real Estate between the City of Pueblo and 101 W Riverwalk, LLC for the property at 101 W. Riverwalk Place, Unit 2 (the "Property"), and accepts the deed for the property.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Currently, many City departments lack sufficient office space to efficiently conduct daily operations. As a result, numerous City employees are required to share already cramped office space or work from home. Purchase of this property will allow the City to consolidate many City departments into one centralized building with easy public access. The departments planned to be moved into the new building include Planning and Zoning, Housing, Human Resources, Civil Service, Finance, Sales Tax, and Law. The purchase of the Property will put most City departments within a two-block radius of City Hall. The Mayor's Office and City Clerk will remain in City Hall.

In September 2024, the City purchased a building at 650 Dittmer Avenue to house several City departments. Since that time, the City discovered mold in the current Parks and Recreation offices and has had to relocate Parks and Recreation staff to the

Dittmer building. The Dittmer building is not large enough to accommodate Parks and Recreation and the other departments needing additional office space. The purchase of this Property will allow the City to sell or repurpose those stand-alone buildings currently used by the City departments slated to move into the Property.

In 2023, the Property appraised at approximately \$8M. Currently, it was offered to the City at \$7M. Some interior finish will be required to accommodate the needs of the City. The City and 101 W Riverwalk, LLC have entered into a Letter of Intent to purchase the Property subject to multiple conditions, including approval of this Ordinance. If the Contract is approved by City Council, the City will provide the Seller with a Promissory Note in the amount of \$500,000 as earnest money. The \$500,000 will be applied to the purchase price upon closing.

The City intends to finance the purchase of the Property. A separate Ordinance is before City Council for approval of the financing. Purchase of the Property is contingent on the approval of this Contract and the financing. If approved by City Council, the purchase of the Property will close on or before May 1, 2025.

FINANCIAL IMPLICATIONS:

If approved, the City will sign a Promissory Note for Earnest Money in the amount of \$500,000 to be applied to the purchase price upon closing. The Contract to Buy and Sell Real Estate is contingent upon City Council approving financing for the purchase of the Property by separate Ordinance. The purchase price of the Property is \$7,000,000 and up to another \$3,000,000 is being financed for any needed renovations.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to pass the attached Ordinance and thus, not purchase the Property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Contract to Buy and Sell Real Estate
2. Promissory Note

ORDINANCE NO.

AN ORDINANCE APPROVING, AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND 101 W RIVERWALK, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR THE PURCHASE OF PROPERTY DESCRIBED AS 101 WEST RIVERWALK PLACE, UNIT 2 WITHIN THE CITY OF PUEBLO

WHEREAS, the offices of several City departments are spread throughout the City; and

WHEREAS, City departments lack sufficient office space to efficiently perform daily operations requiring employees to share already cramped office space or work remotely; and

WHEREAS, the City desires one location to house the majority of City departments in the downtown area close to City Hall and easily accessible to the public; and

WHEREAS, the property at 101 West Riverwalk Place, Unit 2 was offered for sale to the City and the City and owner desire to enter into an agreement to convey ownership of the property to the City; NOW, THEREFORE;

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Contract to Buy and Sell Real Estate ("Contract") and the Earnest Money Promissory Note ("Promissory Note") between the City of Pueblo, a Municipal Corporation, and 101 Riverwalk, LLC, copies of which are attached hereto, having been approved as to form by the City Attorney, are hereby approved. The Mayor is hereby authorized to execute said Contract and Promissory Note for and on behalf of the City of Pueblo and the City Clerk's Office is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective immediately upon the date of final action by the City Council and the Mayor.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

The printed portions of this form, except differentiated additions, have been approved by the Colorado Real Estate Commission.
(CBS3-8-24) (Mandatory 8-24)

THIS FORM HAS IMPORTANT LEGAL CONSEQUENCES AND THE PARTIES SHOULD CONSULT LEGAL AND TAX OR OTHER COUNSEL BEFORE SIGNING.

**CONTRACT TO BUY AND SELL REAL ESTATE
(COMMERCIAL)
(☒ Property with No Residences)
(☐ Property with Residences-Residential Addendum Attached)**

Date: **March 10, 2025**

AGREEMENT

1. AGREEMENT. Buyer agrees to buy and Seller agrees to sell the Property described below on the terms and conditions set forth in this contract (Contract).

2. PARTIES AND PROPERTY.

2.1. Buyer. City of Pueblo, a Colorado municipal corporation (Buyer) will take title to the Property described below as ☐ **Joint Tenants** ☐ **Tenants In Common** ☒ **Other** severalty.

2.2. No Assignability. This Contract **IS NOT** assignable by Buyer unless otherwise specified in **Additional Provisions**.

2.3. Seller. 101 W Riverwalk, LLC, a Colorado limited liability company (Seller) is the current owner of the Property described below.

2.4. Property. The Property is the following legally described real estate in the County of Pueblo, Colorado (insert legal description):

CONDOMINIUM UNIT 2, THE RIVERWALK PLACE BUILDING CONDOMINIUMS, ACCORING TO THE CONDOMINIUM MAP THEREOF, RECORDED ON OCTOBER 16, 2008, AT RECEPTION NO. 1785144 IN THE RECORDS OF THE OFFICE OF THE CLERK AND RECORDER OF THE COUNTY OF PUEBLO, COLORADO, AND AS DEFINED AND DESCRIBED IN THE CONDOMINIUM DECLARATION FOR THE RIVERWALK PLACE BUILDING CONDOMINIUMS RECORDED OCTOBER 16, 2008, AT RECEPTION NO 1785145 AND FIRST AMENDMENT THERETO RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934281 IN SAID RECORDS

known as: 101 W. Riverwalk Place, Unit 2 Pueblo CO 81003
Street Address City State Zip

together with the interests, easements, rights, benefits, improvements and attached fixtures appurtenant thereto and all interest of Seller in vacated streets and alleys adjacent thereto, except as herein excluded (Property).

2.5. Inclusions. The Purchase Price includes the following items (Inclusions):

2.5.1. Inclusions – Attached. If attached to the Property on the date of this Contract, the following items are included unless excluded under **Exclusions**: lighting, heating, plumbing, ventilating and air conditioning units, TV antennas, inside telephone, network and coaxial (cable) wiring and connecting blocks/jacks, plants, mirrors, floor coverings, intercom systems, built-in kitchen appliances, sprinkler systems and controls, built-in vacuum systems (including accessories) and garage door openers (including none remote controls). If checked, the following are owned by the Seller and included: ☐ **Solar Panels** ☐ **Water Softeners** ☐ **Security Systems** ☐ **Satellite Systems** (including satellite dishes). Leased items should be listed under § 2.5.8. (Leased Items). If any additional items are attached to the Property after the date of this Contract, such additional items are also included in the Purchase Price.

2.5.2. Inclusions – Not Attached. If on the Property, whether attached or not, on the date of this Contract, the following items are included unless excluded under **Exclusions**: storm windows, storm doors, window and porch shades, awnings, blinds, screens, window coverings and treatments, curtain rods, drapery rods, fireplace inserts, fireplace screens, fireplace grates, heating stoves, storage sheds, carbon monoxide alarms, smoke/fire detectors and all keys.

2.5.3. Other Inclusions. The following items, whether fixtures or personal property, are also included in the Purchase Price: Any and all furniture, fixtures, and equipment located in the Property on the date of Closing including but not limited to desks, tables, cubicles, filing cabinets, and kitchen appliances, if any.

2.5.4. Encumbered Inclusions. Any Inclusions owned by Seller (e.g., owned solar panels) must be conveyed at Closing by Seller free and clear of all taxes (except personal property and general real estate taxes for the year of Closing), liens and encumbrances, except: None.

Buyer ☐ **Will** ☐ **Will Not** assume the debt and obligations on the Encumbered Inclusions subject to Buyer's review under §10.6. (Encumbered Inclusion Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

2.5.5. Personal Property Conveyance. Conveyance of all personal property will be by bill of sale or other applicable legal instrument.

2.5.6. Parking and Storage Facilities. The use or ownership of the following parking facilities: none; and the use or ownership of the following storage facilities: none.
Note to Buyer: If exact rights to the parking and storage facilities is a concern to Buyer, Buyer should investigate.

2.5.7. Trade Fixtures. With respect to trade fixtures, Seller and Buyer agree as follows: none

The trade fixtures to be conveyed at Closing will be conveyed by Seller free and clear of all taxes (except personal property taxes for the year of Closing), liens and encumbrances, except . Conveyance will be by bill of sale or other applicable legal instrument.

2.5.8. Leased Items. The following personal property is currently leased to Seller which will be transferred to Buyer at Closing (Leased Items): none

Buyer ☐ **Will** ☐ **Will Not** assume Seller's debt and obligations under such leases for the Leased Items subject to Buyer's review under §10.6. (Leased Items Documents) and Buyer's receipt of written approval by such lender before Closing. If Buyer does not receive such approval this Contract terminates.

☐ **2.5.9. Solar Power Plan.** If the box is checked, Seller has entered into a solar power purchase agreement, regardless of the name or title, to authorize a third-party to operate and maintain a photovoltaic system on the Property and provide electricity (Solar Power Plan) that will remain in effect after Closing. Buyer ☐ **Will** ☐ **Will Not** assume Seller's obligations under such Solar Power Plan subject to Buyer's review under §10.6. (Solar Power Plan) and Buyer's receipt of written approval by the third-party before Closing. If Buyer does not receive such approval this Contract terminates.

2.6. Exclusions. The following items are excluded (Exclusions): none

2.7. Water Rights/Well Rights.

☐ **2.7.1. Deeded Water Rights.** The following legally described water rights: none

Any deeded water rights will be conveyed by a good and sufficient N/A deed at Closing.

☐ **2.7.2. Other Rights Relating to Water.** The following rights relating to water not included in §§ 2.7.1., 2.7.3. and 2.7.4., will be transferred to Buyer at Closing: none

☐ **2.7.3. Well Rights.** Seller agrees to supply required information to Buyer about the well. Buyer understands that if the well to be transferred is a "Small Capacity Well" or a "Domestic Exempt Water Well" used for ordinary household purposes, Buyer must, prior to or at Closing, complete a Change in Ownership form for the well. If an existing well has not been registered with the Colorado Division of Water Resources in the Department of Natural Resources (Division), Buyer must complete a

113 registration of existing well form for the well and pay the cost of registration. If no person will be providing a closing service in
 114 connection with the transaction, Buyer must file the form with the Division within sixty days after Closing. The Well Permit # is
 115 none.

116 ☐ **2.7.4. Water Stock.** The water stock to be transferred at Closing are as follows: none

117
 118
 119
 120 **2.7.5. Conveyance.** If Buyer is to receive any rights to water pursuant to § 2.7.2. (Other Rights Relating to Water),
 121 § 2.7.3. (Well Rights), or § 2.7.4. (Water Stock Certificates), Seller agrees to convey such rights to Buyer by executing the applicable
 122 legal instrument at Closing.

123 **2.7.6. Water Rights Review.** Buyer has a Right to Terminate if examination of the Water Rights is unsatisfactory
 124 to Buyer on or before the **Water Rights Examination Deadline**.

125 3. DATES, DEADLINES AND APPLICABILITY.

126 3.1. Dates and Deadlines.

Item No.	Reference	Event	Date or Deadline
1	§ 3	Time of Day Deadline	N/A
2	§ 4	Alternative Earnest Money Deadline	
		Title	
3	§ 8	Record Title Deadline (and Tax Certificate)	03/10/25
4	§ 8	Record Title Objection Deadline	03/24/25
5	§ 8	Off-Record Title Deadline	03/10/25
6	§ 8	Off-Record Title Objection Deadline	03/24/25
7	§ 8	Title Resolution Deadline	03/31/25
8	§ 8	Third Party Right to Purchase/Approve Deadline	N/A
		Owners' Association	
9	§ 7	Association Documents Deadline	N/A
10	§ 7	Association Documents Termination Deadline	N/A
		Seller's Disclosures	
11	§ 10	Seller's Property Disclosure Deadline	03/03/25
12	§ 10	Lead-Based Paint Disclosure Deadline (if Residential Addendum attached)	N/A
		Loan and Credit	
13	§ 5	New Loan Application Deadline	02/25/25
14	§ 5	New Loan Terms Deadline	04/14/25
15	§ 5	New Loan Availability Deadline	03/31/25
16	§ 5	Buyer's Credit Information Deadline	N/A
17	§ 5	Disapproval of Buyer's Credit Information Deadline	N/A
18	§ 5	Existing Loan Deadline	N/A
19	§ 5	Existing Loan Termination Deadline	N/A
20	§ 5	Loan Transfer Approval Deadline	N/A
21	§ 4	Seller or Private Financing Deadline	N/A
		Appraisal	
22	§ 6	Appraisal Deadline	04/07/25
23	§ 6	Appraisal Objection Deadline	04/14/25
24	§ 6	Appraisal Resolution Deadline	04/28/25
		Survey	
25	§ 9	New ILC or New Survey Deadline	N/A
26	§ 9	New ILC or New Survey Objection Deadline	N/A
27	§ 9	New ILC or New Survey Resolution Deadline	N/A
		Inspection and Due Diligence	
28	§ 2	Water Rights Examination Deadline	N/A
29	§ 8	Mineral Rights Examination Deadline	N/A
30	§ 10	Inspection Termination Deadline	04/28/25
31	§ 10	Inspection Objection Deadline	04/14/25
32	§ 10	Inspection Resolution Deadline	04/21/25
33	§ 10	Property Insurance Termination Deadline	04/28/25

34	§ 10	Due Diligence Documents Delivery Deadline	03/10/25
35	§ 10	Due Diligence Documents Objection Deadline	03/24/25
36	§ 10	Due Diligence Documents Resolution Deadline	03/31/25
37	§ 10	Environmental Inspection Termination Deadline	04/28/25
38	§ 10	ADA Evaluation Termination Deadline	04/28/25
39	§ 10	Conditional Sale Deadline	N/A
40	§ 10	Lead-Based Paint Termination Deadline (if Residential Addendum attached)	N/A
41	§ 11	Estoppel Statements Deadline	N/A
42	§ 11	Estoppel Statements Termination Deadline	N/A
		Closing and Possession	
43	§ 12	Closing Date	05/01/25 or sooner
44	§ 17	Possession Date	Day of closing
45	§ 17	Possession Time	Day of closing
46	§ 27	Acceptance Deadline Date	N/A
47	§ 27	Acceptance Deadline Time	N/A

127 **3.2. Applicability of Terms.** If any deadline blank in § 3.1. (Dates and Deadlines) is left blank or completed with “N/A”,
128 or the word “Deleted,” such deadline is not applicable and the corresponding provision containing the deadline is deleted. Any box
129 checked in this Contract means the corresponding provision applies. If no box is checked in a provision that contains a selection of
130 “None”, such provision means that “None” applies.

131 The abbreviation “MEC” (mutual execution of this Contract) means the date upon which both parties have signed this Contract. The
132 abbreviation “N/A” as used in this Contract means not applicable.

133 **3.3. Day; Computation of Period of Days; Deadlines.**

134 **3.3.1. Day.** As used in this Contract, the term “day” means the entire day ending at 11:59 p.m., United States
135 Mountain Time (Standard or Daylight Savings, as applicable). Except however, if a **Time of Day Deadline** is specified in § 3.1.
136 (Dates and Deadlines), all Objection Deadlines, Resolution Deadlines, Examination Deadlines and Termination Deadlines will end
137 on the specified deadline date at the time of day specified in the **Time of Day Deadline**, United States Mountain Time. If **Time of**
138 **Day Deadline** is left blank or “N/A” the deadlines will expire at 11:59 p.m., United States Mountain Time.

139 **3.3.2. Computation of Period of Days.** In computing a period of days (e.g., three days after MEC), when the
140 ending date is not specified, the first day is excluded and the last day is included.

141 **3.3.3. Deadlines.** If any deadline falls on a Saturday, Sunday or federal or Colorado state holiday (Holiday), such
142 deadline ☒ **Will** ☐ **Will Not** be extended to the next day that is not a Saturday, Sunday or Holiday. Should neither box be checked,
143 the deadline will not be extended.

144 **4. PURCHASE PRICE AND TERMS.**

145 **4.1. Price and Terms.** The Purchase Price set forth below is payable in U.S. Dollars by Buyer as follows:

Item No.	Reference	Item	Amount	Amount
1	§ 4.1.	Purchase Price	\$7,000,000	
2	§ 4.3.	Earnest Money		\$500,000
3	§ 4.5.	New Loan		\$
4	§ 4.6.	Assumption Balance		\$
5	§ 4.7.	Private Financing		\$
6	§ 4.7.	Seller Financing		\$
7				
8				
9	§ 4.4.	Cash at Closing		\$6,500,000
10		TOTAL	\$7,000,000	\$7,000,000

146 **4.2. Seller Concession.** At Closing, Seller will credit to Buyer \$0.00 (Seller Concession). The Seller
147 Concession may be used for any Buyer fee, cost, charge or expenditure to the extent the amount is allowed by the Buyer’s lender
148 and is included in the Closing Statement or Closing Disclosure at Closing. Examples of allowable items to be paid for by the Seller
149 Concession include, but are not limited to: Buyer’s closing costs, loan discount points, loan origination fees, prepaid items and any
150 other fee, cost, charge, expense or expenditure. Seller Concession is in addition to any sum Seller has agreed to pay or credit Buyer
151 elsewhere in this Contract.

152 **4.3. Earnest Money.** The Earnest Money set forth in this Section, in the form of a promissory note, will be
153 payable to and held by Seller (Earnest Money Holder), in its trust account, on behalf of
154 both Seller and Buyer. The Earnest Money deposit must be tendered, by Buyer, with this Contract unless the parties mutually agree
155 to an **Alternative Earnest Money Deadline** for its payment. The parties authorize delivery of the Earnest Money deposit to the
156 company conducting the Closing (Closing Company), if any, at or before Closing. In the event Earnest Money Holder has agreed to
157 have interest on Earnest Money deposits transferred to a fund established for the purpose of providing affordable housing to Colorado
158 residents, Seller and Buyer acknowledge and agree that any interest accruing on the Earnest Money deposited with the Earnest
159 Money Holder in this transaction will be transferred to such fund.

160 **4.3.1. Alternative Earnest Money Deadline.** The deadline for delivering the Earnest Money, if other than at the
161 time of tender of this Contract, is as set forth as the **Alternative Earnest Money Deadline**.

162 **4.3.2. Disposition of Earnest Money.** If Buyer has a Right to Terminate and timely terminates, Buyer is entitled
163 to the return of Earnest Money as provided in this Contract. If this Contract is terminated as set forth in § 24 and, except as provided
164 in § 23 (Earnest Money Dispute), if the Earnest Money has not already been returned following receipt of a Notice to Terminate,
165 Seller agrees to execute and return to Buyer or Broker working with Buyer, written mutual instructions (e.g., Earnest Money Release
166 form), within three days of Seller's receipt of such form. If Seller is entitled to the Earnest Money, and, except as provided in § 23
167 (Earnest Money Dispute), if the Earnest Money has not already been paid to Seller, following receipt of an Earnest Money Release
168 form, Buyer agrees to execute and return to Seller or Broker working with Seller, written mutual instructions (e.g., Earnest Money
169 Release form), within three days of Buyer's receipt.

170 **4.3.2.1. Seller Failure to Timely Return Earnest Money.** If Seller fails to timely execute and return the
171 Earnest Money Release Form, or other written mutual instructions, Seller is in default and liable to Buyer as set forth in "**If Seller
172 is in Default**", § 20.2. and § 21, unless Seller is entitled to the Earnest Money due to a Buyer default.

173 **4.3.2.2. Buyer Failure to Timely Release Earnest Money.** If Buyer fails to timely execute and return the
174 Earnest Money Release Form, or other written mutual instructions, Buyer is in default and liable to Seller as set forth in "**If Buyer
175 is in Default**", § 20.1. and § 21, unless Buyer is entitled to the Earnest Money due to a Seller Default.

176 **4.4. Form of Funds; Time of Payment; Available Funds.**

177 **4.4.1. Good Funds.** All amounts payable by the parties at Closing, including any loan proceeds, Cash at Closing
178 and closing costs, must be in funds that comply with all applicable Colorado laws, including electronic transfer funds, certified
179 check, savings and loan teller's check and cashier's check (Good Funds).

180 **4.4.2. Time of Payment.** All funds, including the Purchase Price to be paid by Buyer, must be paid before or at
181 Closing or as otherwise agreed in writing between the parties to allow disbursement by Closing Company at Closing **OR SUCH
182 NONPAYING PARTY WILL BE IN DEFAULT**.

183 **4.4.3. Available Funds.** Buyer represents that Buyer, as of the date of this Contract, ☐ **Does** ☒ **Does Not** have
184 funds that are immediately verifiable and available in an amount not less than the amount stated as Cash at Closing in § 4.1.

185 **4.5. New Loan.**

186 **4.5.1. Buyer to Pay Loan Costs.** Buyer, except as otherwise permitted in § 4.2. (Seller Concession), if applicable,
187 must timely pay Buyer's loan costs, loan discount points, prepaid items and loan origination fees as required by lender.

188 **4.5.2. Buyer May Select Financing.** Buyer may pay in cash or select financing appropriate and acceptable to
189 Buyer, including a different loan than initially sought, except as restricted in § 4.5.3. (Loan Limitations) or § 30 (Additional
190 Provisions).

191 **4.5.3. Loan Limitations.** Buyer may purchase the Property using any of the following types of loans:
192 ☐ **Conventional** ☒ **Other Bonds**

193 **4.6. Assumption.** (Omitted as inapplicable.)

194 **4.7. Seller or Private Financing.** (Omitted as inapplicable.)

195 **Private Financing Deadline.**

196 **4.7.1.1. Seller May Terminate.** If Seller is to provide Seller financing, this Contract is conditional upon
197 Seller determining whether such financing is satisfactory to the Seller, including its payments, interest rate, terms, conditions, cost,
198 and compliance with the law. Seller has the Right to Terminate under § 24.1., on or before **Seller or Private Financing Deadline**,
199 if such Seller financing is not satisfactory to Seller, in Seller's sole subjective discretion.

200 **4.7.2. Buyer May Terminate.** If Buyer is to pay all or any portion of the Purchase Price with Seller or private
201 financing, this Contract is conditional upon Buyer determining whether such financing is satisfactory to Buyer, including its
202 availability, payments, interest rate, terms, conditions, and cost. Buyer has the Right to Terminate under § 24.1, on or before **Seller
203 or Private Financing Deadline**, if such Seller or private financing is not satisfactory to Buyer, in Buyer's sole subjective discretion.

224

TRANSACTION PROVISIONS

225 **5. FINANCING CONDITIONS AND OBLIGATIONS.**

226 **5.1. New Loan, Assumption Application.** If Buyer is to pay all or part of the Purchase Price by obtaining one or more
227 new loans (New Loan), or if an existing loan is not to be released at Closing, Buyer, if required by such lender, must make an
228 application verifiable by such lender, on or before **New Loan Application Deadline** and exercise reasonable efforts to obtain such

229 loan or approval.

230 **5.2. New Loan Terms; New Loan Availability.**

231 **5.2.1. New Loan Terms.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
232 conditional upon Buyer determining, in Buyer's sole subjective discretion, whether the proposed New Loan's payments, interest
233 rate, conditions and costs or any other loan terms (New Loan Terms) are satisfactory to Buyer. This condition is for the sole benefit
234 of Buyer. Buyer has the Right to Terminate under § 24.1., on or before **New Loan Terms Deadline**, if the New Loan Terms are not
235 satisfactory to Buyer, in Buyer's sole subjective discretion.

236 **5.2.2. New Loan Availability.** If Buyer is to pay all or part of the Purchase Price with a New Loan, this Contract is
237 conditional upon Buyer's satisfaction with the availability of the New Loan based on the lender's review and underwriting of Buyer's
238 New Loan Application (New Loan Availability). Buyer has the Right to Terminate under § 24.1., on or before the **New Loan**
239 **Availability Deadline** if the New Loan Availability is not satisfactory to Buyer. Buyer does not have a Right to Terminate based on the
240 New Loan Availability if the termination is based on the New Loan Terms, Appraised Value (defined below), the Lender Property
241 Requirements (defined below), Insurability (§ 10.5. below) or the Conditional Upon Sale of Property (§ 10.7. below). **IF SELLER IS**
242 **NOT IN DEFAULT AND DOES NOT TIMELY RECEIVE BUYER'S WRITTEN NOTICE TO TERMINATE, BUYER'S**
243 **EARNEST MONEY WILL BE NONREFUNDABLE**, except as otherwise provided in this Contract (e.g., Appraisal, Title,
244 Survey).

245 **5.3. Credit Information.** This Contract is conditional (for the sole benefit of Seller) upon Seller's approval of Buyer's
246 financial ability and creditworthiness, which approval will be in Seller's sole subjective discretion. Accordingly: (1) Buyer must
247 supply to Seller by **Buyer's Credit Information Deadline**, at Buyer's expense, information and documents (including a current
248 credit report) concerning Buyer's financial, employment and credit condition; (2) Buyer consents that Seller may verify Buyer's
249 financial ability and creditworthiness; and (3) any such information and documents received by Seller must be held by Seller in
250 confidence and not released to others except to protect Seller's interest in this transaction. If the Cash at Closing is less than as set
251 forth in § 4.1. of this Contract, Seller has the Right to Terminate under § 24.1., on or before Closing. If Seller disapproves of Buyer's
252 financial ability or creditworthiness, in Seller's sole subjective discretion, Seller has the Right to Terminate under § 24.1., on or
253 before **Disapproval of Buyer's Credit Information Deadline**.

254 **5.4. Existing Loan Review.** Seller must deliver copies of the loan documents (including note, deed of trust and any
255 modifications) to Buyer by **Existing Loan Deadline**. For the sole benefit of Buyer, this Contract is conditional upon Buyer's review
256 and approval of the provisions of such loan documents. Buyer has the Right to Terminate under § 24.1., on or before **Existing Loan**
257 **Termination Deadline**, based on any unsatisfactory provision of such loan documents, in Buyer's sole subjective discretion. If the
258 lender's approval of a transfer of the Property is required, this Contract is conditional upon Buyer obtaining such approval without
259 change in the terms of such loan, except as set forth in § 4.6. If lender's approval is not obtained by **Loan Transfer Approval**
260 **Deadline**, this Contract will terminate on such deadline. Seller has the Right to Terminate under § 24.1., on or before Closing, in
261 Seller's sole subjective discretion, if Seller is to be released from liability under such existing loan and Buyer does not obtain such
262 compliance as set forth in § 4.6.

263 **6. APPRAISAL PROVISIONS.**

264 **6.1. Appraisal Definition.** An "Appraisal" is an opinion of value prepared by a licensed or certified appraiser, engaged on
265 behalf of Buyer or Buyer's lender, to determine the Property's market value (Appraised Value). The Appraisal may also set forth
266 certain lender requirements, replacements, removals or repairs necessary on or to the Property as a condition for the Property to be
267 valued at the Appraised Value.

268 **6.2. Appraised Value.** The applicable appraisal provision set forth below applies to the respective loan type set forth in
269 § 4.5.3., or if a cash transaction (i.e., no financing), § 6.2.1. applies.

270 **6.2.1. Conventional/Other.** Buyer has the right to obtain an Appraisal. If the Appraised Value is less than the
271 Purchase Price, or if the Appraisal is not received by Buyer on or before **Appraisal Deadline** Buyer may, on or before **Appraisal**
272 **Objection Deadline**:

273 **6.2.1.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated;
274 or

275 **6.2.1.2. Appraisal Objection.** Deliver to Seller a written objection accompanied by either a copy of the
276 Appraisal or written notice from lender that confirms the Appraised Value is less than the Purchase Price (Lender Verification).

277 **6.2.1.3. Appraisal Resolution.** If an Appraisal Objection is received by Seller, on or before **Appraisal**
278 **Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Appraisal Resolution**
279 **Deadline**, this Contract will terminate on the **Appraisal Resolution Deadline**, unless Seller receives Buyer's written withdrawal of
280 the Appraisal Objection before such termination, (i.e., on or before expiration of **Appraisal Resolution Deadline**).

281 **6.3. Lender Property Requirements.** If the lender imposes any written requirements, replacements, removals or repairs,
282 including any specified in the Appraisal (Lender Property Requirements) to be made to the Property (e.g., roof repair, repainting),
283 beyond those matters already agreed to by Seller in this Contract, this Contract terminates on the earlier of three days following
284 Seller's receipt of the Lender Property Requirements, or Closing, unless prior to termination: (1) the parties enter into a written
285 agreement to satisfy the Lender Property Requirements; (2) the Lender Property Requirements have been completed; or (3) the
286 satisfaction of the Lender Property Requirements is waived in writing by Buyer.

287 **6.4. Cost of Appraisal.** Cost of the Appraisal to be obtained after the date of this Contract must be timely paid by ☒ **Buyer**

288 ☐ **Seller.** The cost of the Appraisal may include any and all fees paid to the appraiser, appraisal management company, lender's
289 agent or all three.

290 **7. OWNERS' ASSOCIATIONS.** This Section is applicable if the Property is located within one or more Common Interest
291 Communities and subject to one or more declarations (Association).

292 **7.1. Common Interest Community Disclosure.** **THE PROPERTY IS LOCATED WITHIN A COMMON**
293 **INTEREST COMMUNITY AND IS SUBJECT TO THE DECLARATION FOR THE COMMUNITY. THE OWNER OF**
294 **THE PROPERTY WILL BE REQUIRED TO BE A MEMBER OF THE OWNERS' ASSOCIATION FOR THE**
295 **COMMUNITY AND WILL BE SUBJECT TO THE BYLAWS AND RULES AND REGULATIONS OF THE**
296 **ASSOCIATION. THE DECLARATION, BYLAWS AND RULES AND REGULATIONS WILL IMPOSE FINANCIAL**
297 **OBLIGATIONS UPON THE OWNER OF THE PROPERTY, INCLUDING AN OBLIGATION TO PAY ASSESSMENTS**
298 **OF THE ASSOCIATION. IF THE OWNER DOES NOT PAY THESE ASSESSMENTS, THE ASSOCIATION COULD**
299 **PLACE A LIEN ON THE PROPERTY AND POSSIBLY SELL IT TO PAY THE DEBT. THE DECLARATION, BYLAWS**
300 **AND RULES AND REGULATIONS OF THE COMMUNITY MAY PROHIBIT THE OWNER FROM MAKING**
301 **CHANGES TO THE PROPERTY WITHOUT AN ARCHITECTURAL REVIEW BY THE ASSOCIATION (OR A**
302 **COMMITTEE OF THE ASSOCIATION) AND THE APPROVAL OF THE ASSOCIATION. PURCHASERS OF**
303 **PROPERTY WITHIN THE COMMON INTEREST COMMUNITY SHOULD INVESTIGATE THE FINANCIAL**
304 **OBLIGATIONS OF MEMBERS OF THE ASSOCIATION. PURCHASERS SHOULD CAREFULLY READ THE**
305 **DECLARATION FOR THE COMMUNITY AND THE BYLAWS AND RULES AND REGULATIONS OF THE**
306 **ASSOCIATION.**

307 **7.2. Association Documents to Buyer.** Seller is obligated to provide to Buyer the Association Documents (defined below),
308 at Seller's expense, on or before **Association Documents Deadline**. Seller authorizes the Association to provide the Association
309 Documents to Buyer, at Seller's expense. Seller's obligation to provide the Association Documents is fulfilled upon Buyer's receipt
310 of the Association Documents, regardless of who provides such documents.

311 **7.3. Association Documents.** Association documents (Association Documents) consist of the following:

312 **7.3.1.** All Association declarations, articles of incorporation, bylaws, articles of organization, operating agreements,
313 rules and regulations, party wall agreements and the Association's responsible governance policies adopted under § 38-33.3-209.5,
314 C.R.S.;

315 **7.3.2.** Minutes of: (1) the annual owners' or members' meeting and (2) any executive boards' or managers' meetings;
316 such minutes include those provided under the most current annual disclosure required under § 38-33.3-209.4, C.R.S. (Annual
317 Disclosure) and minutes of meetings, if any, subsequent to the minutes disclosed in the Annual Disclosure. If none of the preceding
318 minutes exist, then the most recent minutes, if any (§§ 7.3.1. and 7.3.2., collectively, Governing Documents); and

319 **7.3.3.** List of all Association insurance policies as provided in the Association's last Annual Disclosure, including,
320 but not limited to, property, general liability, association director and officer professional liability and fidelity policies. The list must
321 include the company names, policy limits, policy deductibles, additional named insureds and expiration dates of the policies listed
322 (Association Insurance Documents);

323 **7.3.4.** A list by unit type of the Association's assessments, including both regular and special assessments as
324 disclosed in the Association's last Annual Disclosure;

325 **7.3.5.** The Association's most recent financial documents which consist of: (1) the Association's operating budget
326 for the current fiscal year, (2) the Association's most recent annual financial statements, including any amounts held in reserve for
327 the fiscal year immediately preceding the Association's last Annual Disclosure, (3) the results of the Association's most recent
328 available financial audit or review, (4) list of the fees and charges (regardless of name or title of such fees or charges) that the
329 Association's community association manager or Association will charge in connection with the Closing including, but not limited
330 to, any fee incident to the issuance of the Association's statement of assessments (Status Letter), any rush or update fee charged for
331 the Status Letter, any record change fee or ownership record transfer fees (Record Change Fee), fees to access documents, (5) list of
332 all assessments required to be paid in advance, reserves or working capital due at Closing and (6) reserve study, if any (§§ 7.3.4. and
333 7.3.5., collectively, Financial Documents);

334 **7.3.6.** Any written notice from the Association to Seller of a "construction defect action" under § 38-33.3-303.5,
335 C.R.S. within the past six months and the result of whether the Association approved or disapproved such action (Construction
336 Defect Documents). Nothing in this Section limits the Seller's obligation to disclose adverse material facts as required under § 10.2.
337 (Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition) including any problems or defects in the common
338 elements or limited common elements of the Association property.

339 **7.4. Conditional on Buyer's Review.** Buyer has the right to review the Association Documents. Buyer has the Right to
340 Terminate under § 24.1., on or before **Association Documents Termination Deadline**, based on any unsatisfactory provision in
341 any of the Association Documents, in Buyer's sole subjective discretion. Should Buyer receive the Association Documents after
342 **Association Documents Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to
343 Terminate received by Seller on or before ten days after Buyer's receipt of the Association Documents. If Buyer does not receive
344 the Association Documents, or if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing**
345 **Date**, Buyer's Notice to Terminate must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to
346 Terminate within such time, Buyer accepts the provisions of the Association Documents as satisfactory and Buyer waives any Right

347 to Terminate under this provision, notwithstanding the provisions of § 8.6. (Third Party Right to Purchase/Approve).

348 **8. TITLE INSURANCE, RECORD TITLE AND OFF-RECORD TITLE.**

349 **8.1. Evidence of Record Title.**

350 ☐ **8.1.1. Seller Selects Title Insurance Company.** If this box is checked, Seller will select the title insurance
351 company to furnish the owner's title insurance policy at Seller's expense. On or before **Record Title Deadline**, Seller must furnish
352 to Buyer, a current commitment for an owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price,
353 or if this box is checked, ☐ an **Abstract of Title** certified to a current date. Seller will cause the title insurance policy to be issued
354 and delivered to Buyer as soon as practicable at or after Closing.

355 ☒ **8.1.2. Buyer Selects Title Insurance Company.** If this box is checked, Buyer will select the title insurance
356 company to furnish the owner's title insurance policy at Buyer's expense. On or before **Record Title Deadline**, Buyer must furnish to
357 Seller, a current commitment for owner's title insurance policy (Title Commitment), in an amount equal to the Purchase Price.
358 If neither box in § 8.1.1. or § 8.1.2. is checked, § 8.1.1. applies.

359 **8.1.3. Owner's Extended Coverage (OEC).** The Title Commitment ☒ **Will** ☐ **Will Not** contain Owner's
360 Extended Coverage (OEC). If the Title Commitment is to contain OEC, it will commit to delete or insure over the standard exceptions
361 which relate to: (1) parties in possession, (2) unrecorded easements, (3) survey matters, (4) unrecorded mechanics' liens, (5) gap
362 period (period between the effective date and time of commitment to the date and time the deed is recorded) and (6) unpaid taxes,
363 assessments and unredeemed tax sales prior to the year of Closing. Any additional premium expense to obtain OEC will be paid by
364 ☒ **Buyer** ☐ **Seller** ☐ **One-Half by Buyer and One-Half by Seller** ☐ **Other** _____.

365 Regardless of whether the Contract requires OEC, the Title Insurance Commitment may not provide OEC or delete or insure over
366 any or all of the standard exceptions for OEC. The Title Insurance Company may require a New Survey or New ILC, defined below,
367 among other requirements for OEC. If the Title Insurance Commitment is not satisfactory to Buyer, Buyer has a right to object under
368 § 8.7. (Right to Object to Title, Resolution).

369 **8.1.4. Title Documents.** Title Documents consist of the following: (1) copies of any plats, declarations, covenants,
370 conditions and restrictions burdening the Property and (2) copies of any other documents (or, if illegible, summaries of such
371 documents) listed in the schedule of exceptions (Exceptions) in the Title Commitment furnished to Buyer (collectively, Title
372 Documents).

373 **8.1.5. Copies of Title Documents.** Buyer must receive, on or before **Record Title Deadline**, copies of all Title
374 Documents. This requirement pertains only to documents as shown of record in the office of the clerk and recorder in the county
375 where the Property is located. The cost of furnishing copies of the documents required in this Section will be at the expense of the
376 party or parties obligated to pay for the owner's title insurance policy.

377 **8.1.6. Existing Abstracts of Title.** Seller must deliver to Buyer copies of any abstracts of title covering all or any
378 portion of the Property (Abstract of Title) in Seller's possession on or before **Record Title Deadline**.

379 **8.2. Record Title.** Buyer has the right to review and object to the Abstract of Title or Title Commitment and any of the
380 Title Documents as set forth in § 8.7. (Right to Object to Title, Resolution) on or before **Record Title Objection Deadline**. Buyer's
381 objection may be based on any unsatisfactory form or content of Title Commitment or Abstract of Title, notwithstanding § 13, or
382 any other unsatisfactory title condition, in Buyer's sole subjective discretion. If the Abstract of Title, Title Commitment or Title
383 Documents are not received by Buyer on or before the **Record Title Deadline**, or if there is an endorsement to the Title Commitment
384 that adds a new Exception to title, a copy of the new Exception to title and the modified Title Commitment will be delivered to
385 Buyer. Buyer has until the earlier of Closing or ten days after receipt of such documents by Buyer to review and object to: (1) any
386 required Title Document not timely received by Buyer, (2) any change to the Abstract of Title, Title Commitment or Title Documents,
387 or (3) any endorsement to the Title Commitment. If Seller receives Buyer's Notice to Terminate or Notice of Title Objection,
388 pursuant to this § 8.2. (Record Title), any title objection by Buyer is governed by the provisions set forth in § 8.7. (Right to Object
389 to Title, Resolution). If Seller has fulfilled all Seller's obligations, if any, to deliver to Buyer all documents required by § 8.1.
390 (Evidence of Record Title) and Seller does not receive Buyer's Notice to Terminate or Notice of Title Objection by the applicable
391 deadline specified above, Buyer accepts the condition of title as disclosed by the Abstract of Title, Title Commitment and Title
392 Documents as satisfactory.

393 **8.3. Off-Record Title.** Seller must deliver to Buyer, on or before **Off-Record Title Deadline**, true copies of all existing
394 surveys in Seller's possession pertaining to the Property and must disclose to Buyer all easements, liens (including, without
395 limitation, governmental improvements approved, but not yet installed) or other title matters not shown by public records, of which
396 Seller has actual knowledge (Off-Record Matters). This Section excludes any **New ILC** or **New Survey** governed under § 9 (New
397 ILC, New Survey). Buyer has the right to inspect the Property to investigate if any third party has any right in the Property not shown
398 by public records (e.g., unrecorded easement, boundary line discrepancy or water rights). Buyer's Notice to Terminate or Notice of
399 Title Objection of any unsatisfactory condition (whether disclosed by Seller or revealed by such inspection, notwithstanding § 8.2.
400 (Record Title) and § 13 (Transfer of Title)), in Buyer's sole subjective discretion, must be received by Seller on or before **Off-
401 Record Title Objection Deadline**. If an Off-Record Matter is received by Buyer after the **Off-Record Title Deadline**, Buyer has
402 until the earlier of Closing or ten days after receipt by Buyer to review and object to such Off-Record Matter. If Seller receives
403 Buyer's Notice to Terminate or Notice of Title Objection pursuant to this § 8.3. (Off-Record Title), any title objection by Buyer is
404 governed by the provisions set forth in § 8.7. (Right to Object to Title, Resolution). If Seller does not receive Buyer's Notice to
405 Terminate or Notice of Title Objection by the applicable deadline specified above, Buyer accepts title subject to such Off-Record

406 Matters and rights, if any, of third parties not shown by public records of which Buyer has actual knowledge.

407 **8.4. Special Taxing and Metropolitan Districts. Intentionally Deleted.**

408 **8.5. Tax Certificate.** A tax certificate paid for by ☒ Seller ☐ Buyer, for the Property (Tax Certificate) must be delivered
409 to Buyer on or before **Record Title Deadline**. If the content of the Tax Certificate is unsatisfactory to Buyer, in Buyer's sole
410 subjective discretion, Buyer may terminate, on or before **Record Title Objection Deadline**. Should Buyer receive the Tax Certificate
411 after **Record Title Deadline**, Buyer, at Buyer's option, has the Right to Terminate under § 24.1. by Buyer's Notice to Terminate
412 received by Seller on or before ten days after Buyer's receipt of the Tax Certificate. If Buyer does not receive the Tax Certificate, or
413 if Buyer's Notice to Terminate would otherwise be required to be received by Seller after **Closing Date**, Buyer's Notice to Terminate
414 must be received by Seller on or before Closing. If Seller does not receive Buyer's Notice to Terminate within such time, Buyer
415 accepts the content of the Tax Certificate as satisfactory and Buyer waives any Right to Terminate under this provision. If Buyer's
416 loan specified in §4.5.3. (Loan Limitations) prohibits Buyer from paying for the Tax Certificate, the Tax Certificate will be paid for
417 by Seller.

418 **8.6. Third Party Right to Purchase/Approve.** If any third party has a right to purchase the Property (e.g., right of first
419 refusal on the Property, right to purchase the Property under a lease or an option held by a third party to purchase the Property) or a
420 right of a third party to approve this Contract, Seller must promptly submit this Contract according to the terms and conditions of
421 such right. If the third-party holder of such right exercises its right this Contract will terminate. If the third party's right to purchase
422 is waived explicitly or expires, or the Contract is approved, this Contract will remain in full force and effect. Seller must promptly
423 notify Buyer in writing of the foregoing. If the third party right to purchase is exercised or approval of this Contract has not occurred
424 on or before **Third Party Right to Purchase/Approve Deadline**, this Contract will then terminate. Seller will supply to Buyer, in
425 writing, details of any Third Party Right to Purchase the Property on or before the Record Title Deadline.

426 **8.7. Right to Object to Title, Resolution.** Buyer has a right to object or terminate, in Buyer's sole subjective discretion,
427 based on any title matters including those matters set forth in § 8.2. (Record Title), § 8.3. (Off-Record Title), § 8.5. (Tax Certificate)
428 and § 13 (Transfer of Title). If Buyer exercises Buyer's rights to object or terminate based on any such title matter, on or before the
429 applicable deadline, Buyer has the following options:

430 **8.7.1. Title Objection, Resolution.** If Seller receives Buyer's written notice objecting to any title matter (Notice of
431 Title Objection) on or before the applicable deadline and if Buyer and Seller have not agreed to a written settlement thereof on or
432 before **Title Resolution Deadline**, this Contract will terminate on the expiration of **Title Resolution Deadline**, unless Seller receives
433 Buyer's written withdrawal of Buyer's Notice of Title Objection (i.e., Buyer's written notice to waive objection to such items and
434 waives the Right to Terminate for that reason), on or before expiration of **Title Resolution Deadline**. If either the Record Title
435 Deadline or the Off-Record Title Deadline, or both, are extended pursuant to § 8.2. (Record Title) or § 8.3. (Off-Record Title) the
436 Title Resolution Deadline also will be automatically extended to the earlier of Closing or fifteen days after Buyer's receipt of the
437 applicable documents; or

438 **8.7.2. Title Objection, Right to Terminate.** Buyer may exercise the Right to Terminate under § 24.1., on or before
439 the applicable deadline, based on any title matter unsatisfactory to Buyer, in Buyer's sole subjective discretion.

440 **8.8. Title Advisory.** The Title Documents affect the title, ownership and use of the Property and should be reviewed
441 carefully. Additionally, other matters not reflected in the Title Documents may affect the title, ownership and use of the Property,
442 including, without limitation, boundary lines and encroachments, set-back requirements, area, zoning, building code violations,
443 unrecorded easements and claims of easements, leases and other unrecorded agreements, water on or under the Property and various
444 laws and governmental regulations concerning land use, development and environmental matters.

445 **8.8.1. OIL, GAS, WATER AND MINERAL DISCLOSURE. THE SURFACE ESTATE OF THE**
446 **PROPERTY MAY BE OWNED SEPARATELY FROM THE UNDERLYING MINERAL ESTATE AND TRANSFER OF**
447 **THE SURFACE ESTATE MAY NOT NECESSARILY INCLUDE TRANSFER OF THE MINERAL ESTATE OR WATER**
448 **RIGHTS. THIRD PARTIES MAY OWN OR LEASE INTERESTS IN OIL, GAS, OTHER MINERALS, GEOTHERMAL**
449 **ENERGY OR WATER ON OR UNDER THE SURFACE OF THE PROPERTY, WHICH INTERESTS MAY GIVE THEM**
450 **RIGHTS TO ENTER AND USE THE SURFACE OF THE PROPERTY TO ACCESS THE MINERAL ESTATE, OIL,**
451 **GAS OR WATER.**

452 **8.8.2. SURFACE USE AGREEMENT. THE USE OF THE SURFACE ESTATE OF THE PROPERTY TO**
453 **ACCESS THE OIL, GAS OR MINERALS MAY BE GOVERNED BY A SURFACE USE AGREEMENT, A**
454 **MEMORANDUM OR OTHER NOTICE OF WHICH MAY BE RECORDED WITH THE COUNTY CLERK AND**
455 **RECORDER.**

456 **8.8.3. OIL AND GAS ACTIVITY. OIL AND GAS ACTIVITY THAT MAY OCCUR ON OR ADJACENT**
457 **TO THE PROPERTY MAY INCLUDE, BUT IS NOT LIMITED TO, SURVEYING, DRILLING, WELL COMPLETION**
458 **OPERATIONS, STORAGE, OIL AND GAS, OR PRODUCTION FACILITIES, PRODUCING WELLS, REWORKING**
459 **OF CURRENT WELLS AND GAS GATHERING AND PROCESSING FACILITIES.**

460 **8.8.4. ADDITIONAL INFORMATION. BUYER IS ENCOURAGED TO SEEK ADDITIONAL**
461 **INFORMATION REGARDING OIL AND GAS ACTIVITY ON OR ADJACENT TO THE PROPERTY, INCLUDING**
462 **DRILLING PERMIT APPLICATIONS. THIS INFORMATION MAY BE AVAILABLE FROM THE COLORADO OIL**
463 **AND GAS CONSERVATION COMMISSION.**

464 **8.8.5. Title Insurance Exclusions.** Matters set forth in this Section and others, may be excepted, excluded from, or
465 not covered by the owner's title insurance policy.

466 **8.9. Mineral Rights Review.** Buyer has a Right to Terminate if examination of the Mineral Rights is unsatisfactory to
467 Buyer on or before the **Mineral Rights Examination Deadline**.

468 **9. NEW ILC, NEW SURVEY.**

469 **9.1. New ILC or New Survey.** If the box is checked, (1) ☐ **New Improvement Location Certificate (New ILC)**; or, (2)
470 ☐ **New Survey** in the form of none; is required and the following will apply:

471 **9.1.1. Ordering of New ILC or New Survey.** ☐ **Seller** ☐ **Buyer** will order the New ILC or New Survey. The
472 New ILC or New Survey may also be a previous ILC or survey that is in the above-required form, certified and updated as of a date
473 after the date of this Contract.

474 **9.1.2. Payment for New ILC or New Survey.** The cost of the New ILC or New Survey will be paid, on or before
475 Closing, by: ☐ **Seller** ☐ **Buyer** or: To the extent a New ILC Survey or New Survey is desired by the Buyer, Buyer will order and pay for
476 such New ILC or New Survey.

477
478 **9.1.3. Delivery of New ILC or New Survey.** Buyer, Seller, the issuer of the Title Commitment (or the provider of
479 the opinion of title if an Abstract of Title) and none will receive a New ILC or New Survey on or before **New**
480 **ILC or New Survey Deadline**.

481 **9.1.4. Certification of New ILC or New Survey.** The New ILC or New Survey will be certified by the surveyor to
482 all those who are to receive the New ILC or New Survey.

483 **9.2. Buyer's Right to Waive or Change New ILC or New Survey Selection.** Buyer may select a New ILC or New
484 Survey different than initially specified in this Contract if there is no additional cost to Seller or change to the **New ILC or New**
485 **Survey Objection Deadline**. Buyer may, in Buyer's sole subjective discretion, waive a New ILC or New Survey if done prior to
486 Seller incurring any cost for the same.

487 **9.3. New ILC or New Survey Objection.** Buyer has the right to review and object based on the New ILC or New Survey.
488 If the New ILC or New Survey is not timely received by Buyer or is unsatisfactory to Buyer, in Buyer's sole subjective discretion,
489 Buyer may, on or before **New ILC or New Survey Objection Deadline**, notwithstanding § 8.3. or § 13:

490 **9.3.1. Notice to Terminate.** Notify Seller in writing, pursuant to § 24.1, that this Contract is terminated; or

491 **9.3.2. New ILC or New Survey Objection.** Deliver to Seller a written description of any matter that was to be
492 shown or is shown in the New ILC or New Survey that is unsatisfactory and that Buyer requires Seller to correct.

493 **9.3.3. New ILC or New Survey Resolution.** If a **New ILC or New Survey Objection** is received by Seller, on or
494 before **New ILC or New Survey Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on
495 or before **New ILC or New Survey Resolution Deadline**, this Contract will terminate on expiration of the **New ILC or New Survey**
496 **Resolution Deadline**, unless Seller receives Buyer's written withdrawal of the New ILC or New Survey Objection before such
497 termination (i.e., on or before expiration of **New ILC or New Survey Resolution Deadline**).

498

DISCLOSURE, INSPECTION AND DUE DILIGENCE

499 **10. PROPERTY DISCLOSURE, INSPECTION, INDEMNITY, INSURABILITY, DUE DILIGENCE AND SOURCE OF**
500 **WATER.**

501 **10.1. Seller's Property Disclosure.** On or before **Seller's Property Disclosure Deadline**, Seller agrees to deliver to Buyer
502 the most current version of the applicable Colorado Real Estate Commission's Seller's Property Disclosure form completed by Seller
503 to Seller's actual knowledge and current as of the date of this Contract.

504 **10.2. Disclosure of Adverse Material Facts; Subsequent Disclosure; Present Condition.** Seller must disclose to Buyer
505 any adverse material facts actually known by Seller as of the date of this Contract. Seller agrees that disclosure of adverse material
506 facts will be in writing. In the event Seller discovers an adverse material fact after the date of this Contract, Seller must timely
507 disclose such adverse fact to Buyer. Buyer has the Right to Terminate based on the Seller's new disclosure on the earlier of Closing
508 or five days after Buyer's receipt of the new disclosure. Except as otherwise provided in this Contract, Buyer acknowledges that
509 Seller is conveying the Property and Inclusions to Buyer in an "As Is" condition, "Where Is" and "With All Faults."

510 **10.3. Inspection.** Unless otherwise provided in this Contract, Buyer, acting in good faith, has the right to have inspections
511 (by one or more third parties, personally or both) of the Property, Leased Items, and Inclusions (Inspection), at Buyer's expense. If
512 (1) the physical condition of the Property, including, but not limited to, the roof, walls, structural integrity of the Property, the
513 electrical, plumbing, HVAC and other mechanical systems of the Property, (2) the physical condition of the Inclusions and Leased
514 Items, (3) service to the Property (including utilities and communication services), systems and components of the Property (e.g.,
515 heating and plumbing), (4) any proposed or existing transportation project, road, street or highway, or (5) any other activity, odor or
516 noise (whether on or off the Property) and its effect or expected effect on the Property or its occupants is unsatisfactory, in Buyer's
517 sole subjective discretion, Buyer may:

518 **10.3.1. Inspection Termination.** On or before the **Inspection Termination Deadline**, notify Seller in writing,
519 pursuant to § 24.1., that this Contract is terminated due to any unsatisfactory condition, provided the Buyer did not previously deliver
520 an Inspection Objection. Buyer's Right to Terminate under this provision expires upon delivery of an Inspection Objection to Seller
521 pursuant to § 10.3.2.; or

522 **10.3.2. Inspection Objection.** On or before the **Inspection Objection Deadline**, deliver to Seller a written
523 description of any unsatisfactory condition that Buyer requires Seller to correct

524 **10.3.3. Inspection Resolution.** If an Inspection Objection is received by Seller, on or before **Inspection Objection**
525 **Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Inspection Resolution Deadline**,
526 this Contract will terminate on **Inspection Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Inspection
527 Objection before such termination (i.e., on or before expiration of **Inspection Resolution Deadline**). Nothing in this provision
528 prohibits the Buyer and the Seller from mutually terminating this Contract before the Inspection Resolution Deadline passes by
529 executing an Earnest Money Release.

530 **10.4. Damage, Liens and Indemnity.** Buyer, except as otherwise provided in this Contract or other written agreement
531 between the parties, is responsible for payment for all inspections, tests, surveys, engineering reports, or other reports performed at
532 Buyer's request (Work) and must pay for any damage that occurs to the Property and Inclusions as a result of such Work. Buyer
533 must not permit claims or liens of any kind against the Property for Work performed on the Property. Buyer agrees to indemnify,
534 protect and hold Seller harmless from and against any liability, damage, cost or expense incurred by Seller and caused by any such
535 Work, claim, or lien. This indemnity includes Seller's right to recover all costs and expenses incurred by Seller to defend against
536 any such liability, damage, cost or expense, or to enforce this Section, including Seller's reasonable attorney fees, legal fees and
537 expenses. The provisions of this Section survive the termination of this Contract. This § 10.4. does not apply to items performed
538 pursuant to an Inspection Resolution.

539 **10.5. Insurability.** Buyer has the Right to Terminate under § 24.1., on or before **Property Insurance Termination**
540 **Deadline**, based on any unsatisfactory provision of the availability, terms and conditions and premium for property insurance
541 (Property Insurance) on the Property, in Buyer's sole subjective discretion.

542 **10.6. Due Diligence.**

543 **10.6.1. Due Diligence Documents.** Seller agrees to deliver copies of the following documents and information
544 pertaining to the Property and Leased Items (Due Diligence Documents) to Buyer on or before **Due Diligence Documents Delivery**
545 **Deadline**:

546 **10.6.1.1. Occupancy Agreements.** All current leases, including any amendments or other occupancy
547 agreements, pertaining to the Property. Those leases or other occupancy agreements pertaining to the Property that survive Closing
548 are as follows (Leases): Lease agreement between Seller and Professional Bull Riders, LLC, which shall terminate on or before
549 June 30, 2025. Seller shall retain all lease payments payable through June 30, 2025 or the earlier termination of such lease. Buyer and Seller
550 shall enter into a separate property management agreement governing the management of the Property in relation to the PBR lease post
551 closing.

552 **10.6.1.2. Leased Items Documents.** If any lease of personal property (§ 2.5.8., Leased Items) will be
553 transferred to Buyer at Closing, Seller agrees to deliver copies of the leases and information pertaining to the personal property to
554 Buyer on or before **Due Diligence Documents Delivery Deadline**.

555 **10.6.1.3. Encumbered Inclusions Documents.** If any Inclusions owned by Seller are encumbered
556 pursuant to § 2.5.4. (Encumbered Inclusions) above, Seller agrees to deliver copies of the evidence of debt, security and any other
557 documents creating the encumbrance to Buyer on or before **Due Diligence Documents Delivery Deadline**.

558 **10.6.1.4. Solar Power Plan.** Copy of any Solar Power Plan not included in Leased Items (regardless
559 of its name or title).

560 **10.6.1.5. Septic Use Permit.** If required by the local health department or other applicable government
561 entity, on or before the local health department's applicable deadline, Seller must pay for and furnish to Buyer a Septic Use Permit.

562 **10.6.1.6. Other Documents.** If the respective box is checked, Seller agrees to additionally deliver copies
563 of the following:

564 ☒ **10.6.1.6.1.** All contracts relating to the operation, maintenance and management of the
565 Property;

566 ☒ **10.6.1.6.2.** Property tax bills for the last 5 years;

567 ☐ **10.6.1.6.3.** As-built construction plans to the Property and the tenant improvements, including
568 architectural, electrical, mechanical and structural systems; engineering reports; and permanent Certificates of Occupancy, to the
569 extent now available;

570 ☒ **10.6.1.6.4.** A list of all Inclusions to be conveyed to Buyer;

571 ☐ **10.6.1.6.5.** Operating statements for the past _____ years;

572 ☐ **10.6.1.6.6.** A rent roll accurate and correct to the date of this Contract;

573 ☐ **10.6.1.6.7.** A schedule of any tenant improvement work Seller is obligated to complete
574 but has not yet completed and capital improvement work either scheduled or in process on the date of this Contract;

575 ☒ **10.6.1.6.8.** All insurance policies pertaining to the Property and copies of any claims which
576 have been made for the past 5 years;

577 ☐ **10.6.1.6.9.** Soils reports, surveys and engineering reports or data pertaining to the Property (if
578 not delivered earlier under § 8.3.);

579 ☒ **10.6.1.6.10.** Any and all existing documentation and reports regarding Phase I and II
580 environmental reports, letters, test results, advisories and similar documents respective to the existence or nonexistence of asbestos,
581 PCB transformers, or other toxic, hazardous or contaminated substances and/or underground storage tanks and/or radon gas. If no
582 reports are in Seller's possession or known to Seller, Seller warrants that no such reports are in Seller's possession or known to
583 Seller;

☒ **10.6.1.6.11.** Any *Americans with Disabilities Act* reports, studies or surveys concerning the compliance of the Property with said Act;
☒ **10.6.1.6.12.** All permits, licenses and other building or use authorizations issued by any governmental authority with jurisdiction over the Property and written notice of any violation of any such permits, licenses or use authorizations, if any; and
☐ **10.6.1.6.13.** Other: none

10.6.2. Due Diligence Documents Review and Objection. Buyer has the right to review and object based on the Due Diligence Documents. If the Due Diligence Documents are not supplied to Buyer or are unsatisfactory, in Buyer's sole subjective discretion, Buyer may, on or before **Due Diligence Documents Objection Deadline**:

10.6.2.1. Notice to Terminate. Notify Seller in writing, pursuant to § 24.1., that this Contract is terminated; or

10.6.2.2. Due Diligence Documents Objection. Deliver to Seller a written description of any unsatisfactory Due Diligence Documents that Buyer requires Seller to correct.

10.6.2.3. Due Diligence Documents Resolution. If a Due Diligence Documents Objection is received by Seller, on or before **Due Diligence Documents Objection Deadline** and if Buyer and Seller have not agreed in writing to a settlement thereof on or before **Due Diligence Documents Resolution Deadline**, this Contract will terminate on **Due Diligence Documents Resolution Deadline** unless Seller receives Buyer's written withdrawal of the Due Diligence Documents Objection before such termination (i.e., on or before expiration of **Due Diligence Documents Resolution Deadline**).

10.6.2.4. Automatic Due Diligence Extension. If a Due Diligence Document is not delivered on or before the Due Diligence Documents Deadline, Buyer has until the earlier of Closing or ten days after receipt by Buyer to review and object to such Due Diligence Document. If Buyer's right to review and object to such Due Diligence Document is extended due to such Due Diligence Document not being delivered on or before the Due Diligence Documents Deadline, the Due Diligence Document Resolution Deadline will also be extended to the earlier of Closing or fifteen days after Buyer's receipt of such Due Diligence Document.

10.6.3. Zoning. Buyer has the Right to Terminate under § 24.1., on or before Due Diligence Documents **Objection Deadline**, based on any unsatisfactory zoning and any use restrictions imposed by any governmental agency with jurisdiction over the Property, in Buyer's sole subjective discretion.

10.6.4. Due Diligence – Environmental. Buyer has the right to obtain environmental inspections of the Property including a Phase I Environmental Site Assessment. ☐ Seller ☒ Buyer will order or provide a current Phase I Environmental Site Assessment (compliant with the most current version of the applicable ASTM E1527 standard practices for Environmental Site Assessments) and/or none, at the expense of ☐ Seller ☒ Buyer (Environmental Inspection).

If the Phase I Environmental Site Assessment recommends a Phase II Environmental Site Assessment, the **Environmental Inspection Termination Deadline** will be extended by 30 days (Extended Environmental Inspection Termination Deadline) and if such Extended Environmental Inspection Termination Deadline extends beyond the Closing Date, the **Closing Date** will be extended a like period of time. In such event, ☐ Seller ☒ Buyer must pay the cost for such Phase II Environmental Site Assessment.

Notwithstanding Buyer's right to obtain additional environmental inspections of the Property in this § 10.6.4., Buyer has the Right to Terminate under § 24.1., on or before **Environmental Inspection Termination Deadline**, or if applicable, the Extended Environmental Inspection Termination Deadline, based on any unsatisfactory results of Environmental Inspection, in Buyer's sole subjective discretion.

10.6.5. Due Diligence – ADA. Buyer, at Buyer's expense, may also conduct an evaluation whether the Property complies with the *Americans with Disabilities Act* (ADA Evaluation). All such inspections and evaluations must be conducted at such times as are mutually agreeable to minimize the interruption of Seller's and any Seller's tenants' business uses of the Property, if any.

Buyer has the Right to Terminate under § 24.1., on or before **ADA Evaluation Termination Deadline**, based on any unsatisfactory ADA Evaluation, in Buyer's sole subjective discretion.

10.7. Conditional Upon Sale of Property. This Contract is conditional upon the sale and closing of that certain property owned by Buyer and commonly known as none. Buyer has the Right to Terminate under § 24.1. effective upon Seller's receipt of Buyer's Notice to Terminate on or before **Conditional Sale Deadline** if such property is not sold and closed by such deadline. This Section is for the sole benefit of Buyer. If Seller does not receive Buyer's Notice to Terminate on or before **Conditional Sale Deadline**, Buyer waives any Right to Terminate under this provision.

10.8. Source of Potable Water (Residential Land and Residential Improvements Only). [Intentionally Deleted - See Residential Addendum if applicable]

10.9. Existing Leases; Modification of Existing Leases; New Leases. Seller states that none of the Leases to be assigned to the Buyer at the time of Closing contain any rent concessions, rent reductions or rent abatements except as disclosed in the Lease or other writing received by Buyer. Seller will not amend, alter, modify, extend or cancel any of the Leases nor will Seller enter into any new leases affecting the Property without the prior written consent of Buyer, which consent will not be unreasonably withheld or delayed.

10.10. Lead-Based Paint. [Intentionally Deleted - See Residential Addendum if applicable]

10.11. Carbon Monoxide Alarms. [Intentionally Deleted - See Residential Addendum if applicable]

10.12. Methamphetamine Disclosure. [Intentionally Deleted - See Residential Addendum if applicable]

11. TENANT ESTOPPEL STATEMENTS.

~~**11.1. Estoppel Statements Conditions.** Buyer has the right to review and object to any Estoppel Statements. Seller must request from all tenants of the Property and if received by Seller, deliver to Buyer on or before **Estoppel Statements Deadline**, statements in a form and substance reasonably acceptable to Buyer, from each occupant or tenant at the Property (Estoppel Statement) attached to a copy of the Lease stating:~~

~~**11.1.1.** The commencement date of the Lease and scheduled termination date of the Lease;~~

~~**11.1.2.** That said Lease is in full force and effect and that there have been no subsequent modifications or amendments;~~

~~**11.1.3.** The amount of any advance rentals paid, rent concessions given and deposits paid to Seller;~~

~~**11.1.4.** The amount of monthly (or other applicable period) rental paid to Seller;~~

~~**11.1.5.** That there is no default under the terms of said Lease by landlord or occupant; and~~

~~**11.1.6.** That the Lease to which the Estoppel Statement is attached is a true, correct and complete copy of the Lease demising the premises it describes.~~

~~**11.2. Seller Estoppel Statement.** In the event Seller does not receive from all tenants of the Property a completed signed Estoppel Statement, Seller agrees to complete and execute an Estoppel Statement setting forth the information and documents required in § 11.1. above and deliver the same to Buyer on or before **Estoppel Statements Deadline**.~~

~~**11.3. Estoppel Statements Termination.** Buyer has the Right to Terminate under § 24.1., on or before **Estoppel Statements Termination Deadline**, based on any unsatisfactory Estoppel Statement, in Buyer's sole subjective discretion, or if Seller fails to deliver the Estoppel Statements on or before **Estoppel Statements Deadline**. Buyer also has the unilateral right to waive any unsatisfactory Estoppel Statement.~~

CLOSING PROVISIONS

12. CLOSING DOCUMENTS, INSTRUCTIONS AND CLOSING.

12.1. Closing Documents and Closing Information. Seller and Buyer will cooperate with the Closing Company to enable the Closing Company to prepare and deliver documents required for Closing to Buyer and Seller and their designees. If Buyer is obtaining a loan to purchase the Property, Buyer acknowledges Buyer's lender is required to provide the Closing Company, in a timely manner, all required loan documents and financial information concerning Buyer's loan. Buyer and Seller will furnish any additional information and documents required by Closing Company that will be necessary to complete this transaction. Buyer and Seller will sign and complete all customary or reasonably required documents at or before Closing.

12.2. Closing Instructions. Colorado Real Estate Commission's Closing Instructions ☐ Are ☒ Are Not executed with this Contract.

12.3. Closing. Delivery of deed from Seller to Buyer will be at closing (Closing). Closing will be on the date specified as the **Closing Date** or by mutual agreement at an earlier date. At Closing, Seller must provide Buyer with the ability to access the Property (e.g. keys, access code, garage door opener). The hour and place of Closing will be as designated by the parties to this contract and the closing agent.

12.4. Disclosure of Settlement Costs. Buyer and Seller acknowledge that costs, quality and extent of service vary between different settlement service providers (e.g., attorneys, lenders, inspectors and title companies).

12.5. Assignment of Leases. Seller must assign to Buyer all Leases at Closing that will continue after Closing and Buyer must assume Seller's obligations under such Leases. Further, Seller must transfer to Buyer all Leased Items and assign to Buyer such leases for the Leased Items accepted by Buyer pursuant to § 2.5.8. (Leased Items).

13. TRANSFER OF TITLE. Subject to Buyer's compliance with the terms and provisions of this Contract, including the tender of any payment due at Closing, Seller must execute and deliver the following good and sufficient deed to Buyer, at Closing: ☒ special warranty deed ☒ general warranty deed ☐ bargain and sale deed ☐ quit claim deed ☐ personal representative's deed ☐ _____ deed. Seller, provided another deed is not selected, must execute and deliver a good and sufficient special warranty deed to Buyer, at Closing.

Unless otherwise specified in § 30 (Additional Provisions), if title will be conveyed using a special warranty deed or a general warranty deed, title will be conveyed "subject to statutory exceptions" as defined in §38-30-113(5)(a), C.R.S.

698 **14. PAYMENT OF LIENS AND ENCUMBRANCES.** Unless agreed to by Buyer in writing, any amounts owed on any liens
699 or encumbrances securing a monetary sum against the Property and Inclusions, including any governmental liens for special
700 improvements installed as of the date of Buyer's signature hereon, whether assessed or not, and previous years' taxes, will be paid
701 at or before Closing by Seller from the proceeds of this transaction or from any other source.

702 **15. CLOSING COSTS, FEES, ASSOCIATION STATUS LETTER AND DISBURSEMENTS, TAXES AND**
703 **WITHHOLDING.**

704 **15.1. Closing Costs.** Buyer and Seller must pay, in Good Funds, their respective closing costs and all other items required
705 to be paid at Closing, except as otherwise provided herein.

706 **15.2. Closing Services Fee.** The fee for real estate closing services must be paid at Closing by ☐ Buyer ☐ Seller
707 ☒ One-Half by Buyer and One-Half by Seller ☐ Other _____.

708 **15.3. Association Fees and Required Disbursements.** At least fourteen days prior to **Closing Date**, Seller agrees to
709 promptly request that the Closing Company or the Association deliver to Buyer a current Status Letter, if applicable. Any fees
710 associated with or specified in the Status Letter will be paid as follows:

711 **15.3.1. Status Letter Fee.** Any fee incident to the issuance of Association's Status Letter must be paid by Seller.

712 **15.3.2. Record Change Fee.** Any Record Change Fee must be paid by ☐ Buyer ☐ Seller ☐ One-Half by Buyer
713 and One-Half by Seller ☒ N/A.

714 **15.3.3. Reserves or Working Capital.** Unless agreed to otherwise, all reserves or working capital due (or other
715 similar cost not addressed in § 16.2. (Association Assessments)) at Closing must be paid by ☐ Buyer ☐ Seller ☐ One-Half by
716 Buyer and One-Half by Seller ☒ N/A.

717 **15.3.4. Other Fees.** Any other fee listed in the Status Letter as required to be paid at Closing will be paid by ☐
718 Buyer ☐ Seller ☐ One-Half by Buyer and One-Half by Seller ☒ N/A.

719 **15.4. Local Transfer Tax.** Any Local Transfer Tax must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by
720 Buyer and One-Half by Seller ☐ N/A.

721 **15.5. Sales and Use Tax.** Any sales and use tax that may accrue because of this transaction must be paid when due by
722 ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

723 **15.6. Private Transfer Fee.** Any private transfer fees and other fees due to a transfer of the Property, payable at Closing,
724 such as community association fees, developer fees and foundation fees, must be paid at Closing by ☐ Buyer ☒ Seller
725 ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

726 **15.7. Water Transfer Fees.** Water Transfer Fees can change. The fees, as of the date of this Contract, do not exceed
727 \$ none for:

728 ☐ Water District/Municipality ☐ Water Stock
729 ☐ Augmentation Membership ☐ Small Domestic Water Company ☐ _____
730 and must be paid at Closing by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

731 **15.8. Utility Transfer Fees.** Utility transfer fees can change. Any fees to transfer utilities from Seller to Buyer must be
732 paid by ☐ Buyer ☒ Seller ☐ One-Half by Buyer and One-Half by Seller ☐ N/A.

733 **15.9. FIRPTA and Colorado Withholding.**

734 **15.9.1. FIRPTA.** The Internal Revenue Service (IRS) may require a substantial portion of the Seller's proceeds be
735 withheld after Closing when Seller is a foreign person. If required withholding does not occur, the Buyer could be held liable for the
736 amount of the Seller's tax, interest and penalties. If the box in this Section is checked, Seller represents that Seller ☐ **IS** a foreign
737 person for purposes of U.S. income taxation. If the box in this Section is not checked, Seller represents that Seller is not a foreign
738 person for purposes of U.S. income taxation. Seller agrees to cooperate with Buyer and Closing Company to provide any reasonably
739 requested documents to verify Seller's foreign person status. If withholding is required, Seller authorizes Closing Company to
740 withhold such amount from Seller's proceeds. Seller should inquire with Seller's tax advisor to determine if withholding applies or
741 if an exemption exists.

742 **15.9.2. Colorado Withholding.** The Colorado Department of Revenue may require a portion of the Seller's proceeds
743 be withheld after Closing when Seller will not be a Colorado resident after Closing, if not otherwise exempt. Seller agrees to
744 cooperate with Buyer and Closing Company to provide any reasonably requested documents to verify Seller's status. If withholding
745 is required, Seller authorizes Closing Company to withhold such amount from Seller's proceeds. Seller should inquire with Seller's
746 tax advisor to determine if withholding applies or if an exemption exists.

747 **16. PRORATIONS AND ASSOCIATION ASSESSMENTS.**

748 **16.1. Prorations.** The following will be prorated to the **Closing Date**, except as otherwise provided:

749 **16.1.1. Taxes.** Personal property taxes, if any, special taxing district assessments, if any, and general real estate taxes
750 for the year of Closing, based on ☐ **Taxes for the Calendar Year Immediately Preceding Closing** ☒ **Most Recent Mill Levy**
751 **and Most Recent Assessed Valuation**, adjusted by any applicable qualifying seniors property tax exemption, qualifying disabled
752 veteran exemption or ☒ **Other** HARP Fees.

753 **16.1.2. Rents.** Rents based on ☐ **Rents Actually Received** ☐ **Accrued**. At Closing, Seller will transfer or credit
754 to Buyer the security deposits for all Leases assigned to Buyer, or any remainder after lawful deductions, and notify all tenants in

755 writing of such transfer and of the transferee's name and address.

756 **16.1.3. Other Prorations.** Water and sewer charges, propane, interest on continuing loan and any of record.

757 **16.1.4. Final Settlement.** Unless otherwise specified in Additional Provisions, these prorations are final.

758 **16.2. Association Assessments.** Current regular Association assessments and dues (Association Assessments) paid in
759 advance will be credited to Seller at Closing. All Association Assessments accrued before Closing must be paid by Seller and all
760 Association Assessments accrued after Closing must be paid by Buyer. Cash reserves held out of the regular Association Assessments
761 for deferred maintenance by the Association will not be credited to Seller except as may be otherwise provided by the Governing
762 Documents. Any special assessment assessed prior to **Closing Date** by the Association will be the obligation of ☐ Buyer ☐
763 Seller. Except however, any special assessment by the Association for improvements that have been installed as of the date of
764 Buyer's signature hereon, whether assessed prior to or after Closing, will be the obligation of Seller unless otherwise specified in
765 Additional Provisions. Seller represents there are no unpaid regular or special assessments against the Property except the current
766 regular assessments and none. Association Assessments are subject to change as provided in the
767 Governing Documents.

768 **17. POSSESSION.** Possession of the Property and Inclusions will be delivered to Buyer on **Possession Date** at **Possession Time**,
769 subject to the Leases as set forth in § 10.6.1.1.

770 If Seller, after Closing occurs, fails to deliver possession as specified, Seller will be subject to eviction and will be additionally
771 liable to Buyer, notwithstanding § 20.2. (If Seller is in Default), for payment of \$ 250.00 per day (or any part of a day
772 notwithstanding § 3.3., Day) from **Possession Date** and **Possession Time** until possession is delivered. Additionally, Buyer may
773 pursue a claim against Seller for any of Buyer's actual additional damages incurred by Buyer in excess of such amount.

774

GENERAL PROVISIONS

775 **18. CAUSES OF LOSS, INSURANCE; DAMAGE TO INCLUSIONS AND SERVICES; CONDEMNATION; AND**
776 **WALK-THROUGH.** Except as otherwise provided in this Contract, the Property and Inclusions will be delivered in the condition
777 existing as of the date of this Contract, ordinary wear and tear excepted.

778 **18.1. Causes of Loss, Insurance.** In the event the Property or Inclusions are damaged by fire, other perils or causes of loss
779 prior to Closing (Property Damage) in an amount of not more than ten percent of the total Purchase Price and if the repair of the
780 damage will be paid by insurance (other than the deductible to be paid by Seller), then Seller, upon receipt of the insurance proceeds,
781 will use Seller's reasonable efforts to repair the Property before **Closing Date**. Buyer has the Right to Terminate under § 24.1., on
782 or before **Closing Date**, if the Property is not repaired before **Closing Date**, or if the damage exceeds such sum. Should Buyer elect
783 to carry out this Contract despite such Property Damage, Buyer is entitled to a credit at Closing for all insurance proceeds that were
784 received by Seller (but not the Association, if any) resulting from damage to the Property and Inclusions, plus the amount of any
785 deductible provided for in the insurance policy. This credit may not exceed the Purchase Price. In the event Seller has not received
786 the insurance proceeds prior to Closing, the parties may agree to extend the **Closing Date** to have the Property repaired prior to
787 Closing or, at the option of Buyer, (1) Seller must assign to Buyer the right to the proceeds at Closing, if acceptable to Seller's
788 insurance company and Buyer's lender; or (2) the parties may enter into a written agreement prepared by the parties or their attorney
789 requiring the Seller to escrow at Closing from Seller's sale proceeds the amount Seller has received and will receive due to such
790 damage, not exceeding the total Purchase Price, plus the amount of any deductible that applies to the insurance claim.

791 **18.2. Damage, Inclusions and Services.** Should any Inclusion or service (including utilities and communication services),
792 system, component or fixture of the Property (collectively Service) (e.g., heating or plumbing), fail or be damaged between the date
793 of this Contract and Closing or possession, whichever is earlier, then Seller is liable for the repair or replacement of such Inclusion
794 or Service with a unit of similar size, age and quality, or an equivalent credit, but only to the extent that the maintenance or
795 replacement of such Inclusion or Service is not the responsibility of the Association, if any, less any insurance proceeds received by
796 Buyer covering such repair or replacement. If the failed or damaged Inclusion or Service is not repaired or replaced on or before
797 Closing or possession, whichever is earlier, Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, or, at the
798 option of Buyer, Buyer is entitled to a credit at Closing for the repair or replacement of such Inclusion or Service. Such credit must
799 not exceed the Purchase Price. If Buyer receives such a credit, Seller's right for any claim against the Association, if any, will survive
800 Closing.

801 **18.3. Condemnation.** In the event Seller receives actual notice prior to Closing that a pending condemnation action may
802 result in a taking of all or part of the Property or Inclusions, Seller must promptly notify Buyer, in writing, of such condemnation
803 action. Buyer has the Right to Terminate under § 24.1., on or before **Closing Date**, based on such condemnation action, in Buyer's
804 sole subjective discretion. Should Buyer elect to consummate this Contract despite such diminution of value to the Property and
805 Inclusions, Buyer is entitled to a credit at Closing for all condemnation proceeds awarded to Seller for the diminution in the value
806 of the Property or Inclusions, but such credit will not include relocation benefits or expenses or exceed the Purchase Price.

807 **18.4. Walk-Through and Verification of Condition.** Buyer, upon reasonable notice, has the right to walk through the
808 Property prior to Closing to verify that the physical condition of the Property and Inclusions complies with this Contract.
809

810 **19. RECOMMENDATION OF LEGAL AND TAX COUNSEL.** By signing this Contract, Buyer and Seller acknowledge that
811 their respective broker has advised that this Contract has important legal consequences and has recommended: (1) legal examination

812 of title; (2) consultation with legal and tax or other counsel before signing this Contract as this Contract may have important legal
813 and tax implications; (3) to consult with their own attorney if Water Rights, Mineral Rights or Leased Items are included or excluded
814 in the sale; and (4) to consult with legal counsel if there are other matters in this transaction for which legal counsel should be
815 engaged and consulted. Such consultations must be done timely as this Contract has strict time limits, including deadlines, that must
816 be complied with.

817
818 **20. TIME OF ESSENCE, DEFAULT AND REMEDIES.** Time is of the essence for all dates and deadlines in this Contract.
819 This means that all dates and deadlines are strict and absolute. If any payment due, including Earnest Money, is not paid, honored
820 or tendered when due, or if any obligation is not performed timely as provided in this Contract or waived, the non-defaulting party
821 has the following remedies:

822 **20.1. If Buyer is in Default:**

823 ☐ **20.1.1. Specific Performance.** Seller may elect to cancel this Contract and all Earnest Money (whether or not paid
824 by Buyer) will be paid to Seller and retained by Seller. It is agreed that the Earnest Money is not a penalty, and the parties agree the
825 amount is fair and reasonable. Seller may recover such additional damages as may be proper. Alternatively, Seller may elect to treat
826 this Contract as being in full force and effect and Seller has the right to specific performance or damages, or both.

827 **20.1.2. Liquidated Damages, Applicable.** This § 20.1.2. applies unless the box in § 20.1.1. is checked. Seller may
828 cancel this Contract. All Earnest Money (whether or not paid by Buyer) will be paid to Seller and retained by Seller. It is agreed that
829 the Earnest Money amount specified in § 4.1. is LIQUIDATED DAMAGES and not a penalty, which amount the parties agree is
830 fair and reasonable and (except as provided in §§ 10.4. and 21), such amount is SELLER'S ONLY REMEDY for Buyer's failure to
831 perform the obligations of this Contract. Seller expressly waives the remedies of specific performance and additional damages.

832 **20.2. If Seller is in Default:**

833 **20.2.1. Specific Performance, Damages or Both.** Buyer may elect to treat this Contract as canceled, in which case
834 all Earnest Money received hereunder will be returned to Buyer and Buyer may recover such damages as may be proper.
835 Alternatively, in addition to the per diem in § 17 (Possession) for failure of Seller to timely deliver possession of the Property after
836 Closing occurs, Buyer may elect to treat this Contract as being in full force and effect and Buyer has the right to specific performance
837 or damages, or both.

838 **20.2.2. Seller's Failure to Perform.** In the event Seller fails to perform Seller's obligations under this Contract, to
839 include, but not limited to, failure to timely disclose Association violations known by Seller, failure to perform any replacements or
840 repairs required under this Contract or failure to timely disclose any known adverse material facts, Seller remains liable for any such
841 failures to perform under this Contract after Closing. Buyer's rights to pursue the Seller for Seller's failure to perform under this
842 Contract are reserved and survive Closing.

843 **21. LEGAL FEES, COST AND EXPENSES.** Anything to the contrary herein notwithstanding, in the event of any arbitration
844 or litigation relating to this Contract, prior to or after **Closing Date**, the arbitrator or court must award to the prevailing party all
845 reasonable costs and expenses, including attorney fees, legal fees and expenses.

846 **22. MEDIATION.** If a dispute arises relating to this Contract (whether prior to or after Closing) and is not resolved, the parties
847 must first proceed, in good faith, to mediation. Mediation is a process in which the parties meet with an impartial person who helps
848 to resolve the dispute informally and confidentially. Mediators cannot impose binding decisions. Before any mediated settlement is
849 binding, the parties to the dispute must agree to the settlement, in writing. The parties will jointly appoint an acceptable mediator
850 and will share equally in the cost of such mediation. The obligation to mediate, unless otherwise agreed, will terminate if the entire
851 dispute is not resolved within thirty days of the date written notice requesting mediation is delivered by one party to the other at that
852 party's last known address (physical or electronic as provided in § 26). Nothing in this Section prohibits either party from filing a
853 lawsuit and recording a *lis pendens* affecting the Property, before or after the date of written notice requesting mediation. This
854 Section will not alter any date in this Contract, unless otherwise agreed.

855 **23. EARNEST MONEY DISPUTE.** Except as otherwise provided herein, Earnest Money Holder must release the Earnest
856 Money following receipt of written mutual instructions, signed by both Buyer and Seller. In the event of any controversy regarding
857 the Earnest Money, Earnest Money Holder is not required to release the Earnest Money. Earnest Money Holder, in its sole subjective
858 discretion, has several options: (1) wait for any proceeding between Buyer and Seller; (2) interplead all parties and deposit Earnest
859 Money into a court of competent jurisdiction (Earnest Money Holder is entitled to recover court costs and reasonable attorney and
860 legal fees incurred with such action); or (3) provide notice to Buyer and Seller that unless Earnest Money Holder receives a copy of
861 the Summons and Complaint or Claim (between Buyer and Seller) containing the case number of the lawsuit (Lawsuit) within one
862 hundred twenty days of Earnest Money Holder's notice to the parties, Earnest Money Holder is authorized to return the Earnest
863 Money to Buyer. In the event Earnest Money Holder does receive a copy of the Lawsuit and has not interpleaded the monies at the time
864 of any Order, Earnest Money Holder must disburse the Earnest Money pursuant to the Order of the Court. The parties reaffirm the
865 obligation of § 22 (Mediation). This Section will survive cancellation or termination of this Contract.

866 **24. TERMINATION.**

867 **24.1. Right to Terminate.** If a party has a right to terminate, as provided in this Contract (Right to Terminate), the

868 termination is effective upon the other party's receipt of a written notice to terminate (Notice to Terminate), provided such written
869 notice was received on or before the applicable deadline specified in this Contract. If the Notice to Terminate is not received on or
870 before the specified deadline, the party with the Right to Terminate accepts the specified matter, document or condition as satisfactory
871 and waives the Right to Terminate under such provision. Any Notice to Terminate delivered after the applicable deadline specified
872 in the Contract is ineffective and does not terminate this Contract.

873 **24.2. Effect of Termination.** In the event this Contract is terminated, all Earnest Money received hereunder must be timely
874 returned to Buyer and the parties are then relieved of all obligations hereunder, subject to §§ 10.4. and 21.

875 **25. ENTIRE AGREEMENT, MODIFICATION, SURVIVAL; SUCCESSORS.** This Contract, its exhibits and specified
876 addenda, constitute the entire agreement between the parties relating to the subject hereof and any prior agreements pertaining
877 thereto, whether oral or written, have been merged and integrated into this Contract. No subsequent modification of any of the terms
878 of this Contract is valid, binding upon the parties, or enforceable unless made in writing and signed by the parties. Any right or
879 obligation in this Contract that, by its terms, exists or is intended to be performed after termination or Closing survives the same.
880 Any successor to a party receives the predecessor's benefits and obligations of this Contract.

881 **26. NOTICE, DELIVERY AND CHOICE OF LAW.**

882 **26.1. Physical Delivery and Notice.** Any document or notice to Buyer or Seller must be in writing, except as provided in
883 § 26.2. and is effective when physically received by such party, any individual named in this Contract to receive documents or
884 notices for such party, Broker, or Brokerage Firm of Broker working with such party (except any notice or delivery after Closing
885 must be received by the party, not Broker or Brokerage Firm).

886 **26.2. Electronic Notice.** As an alternative to physical delivery, any notice may be delivered in electronic form to Buyer or
887 Seller, any individual named in this Contract to receive documents or notices for such party, Broker or Brokerage Firm of Broker
888 working with such party (except any notice or delivery after Closing, cancellation or Termination must be received by the party, not
889 Broker or Brokerage Firm) at the electronic address of the recipient by facsimile, email or e-contract software.

890 **26.3. Electronic Delivery.** Electronic Delivery of documents and notice may be delivered by: (1) email at the email address
891 of the recipient, (2) a link or access to a website or server provided the recipient receives the information necessary to access the
892 documents, or (3) facsimile at the facsimile number (Fax No.) of the recipient.

893 **26.4. Choice of Law.** This Contract and all disputes arising hereunder are governed by and construed in accordance with
894 the laws of the State of Colorado that would be applicable to Colorado residents who sign a contract in Colorado for real property
895 located in Colorado.

896 **27. NOTICE OF ACCEPTANCE, COUNTERPARTS.** This proposal will expire unless accepted in writing, by Buyer and
897 Seller, as evidenced by their signatures below and the offering party receives notice of such acceptance pursuant to § 26 on or before
898 **Acceptance Deadline Date** and **Acceptance Deadline Time**. If accepted, this document will become a contract between Seller and
899 Buyer. A copy of this Contract may be executed by each party, separately and when each party has executed a copy thereof, such
900 copies taken together are deemed to be a full and complete contract between the parties.

901 **28. GOOD FAITH.** Buyer and Seller acknowledge that each party has an obligation to act in good faith including, but not limited
902 to, exercising the rights and obligations set forth in the provisions of **Financing Conditions and Obligations; Title Insurance,**
903 **Record Title and Off-Record Title; New ILC, New Survey; and Property Disclosure, Inspection, Indemnity, Insurability and**
904 **Due Diligence.**

905 **29. BUYER'S BROKERAGE FIRM COMPENSATION.** Buyer's brokerage firm's compensation will be paid, at Closing, as
906 follows: none

907 ☐ **29.1.** ____% of the Purchase Price or \$_____ by Seller. Buyer's brokerage firm is an intended third-party
908 beneficiary under this provision only. The amount paid by Seller under this provision is in addition to any other amounts Seller is
909 paying on behalf of Buyer elsewhere in this Contract.

910 ☐ **29.2.** ____% of the Purchase Price or \$_____ by Buyer pursuant to a separate agreement between Buyer and
911 Buyer's brokerage firm. This amount may be modified between Buyer and Buyer's brokerage firm outside of this Contract.

912 ☐ **29.3.** ____% of the Purchase Price or \$_____ by a separate agreement between Buyer's brokerage firm and
913 Seller's brokerage firm.

914 **ADDITIONAL PROVISIONS AND ATTACHMENTS**

915 **30. ADDITIONAL PROVISIONS.** (The following additional provisions have not been approved by the Colorado Real Estate
916 Commission.) Notwithstanding any provision contained in this Contract, Buyer's obligations under this Contract with respect to
917 consummation of the transaction contemplated herein shall be conditioned upon final passage of an ordinance by the City Council and approval thereof by
918 the Mayor approving the same and budgeting and appropriating funds for the purchase of the Property, which approval shall be obtained by Buyer on or
919 before 04/28/25.

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31. OTHER DOCUMENTS.
31.1. Documents Part of Contract. The following documents **are a part** of this Contract: [none](#)

31.2. Documents Not Part of Contract. The following documents have been provided but are **not** a part of this Contract:

SIGNATURES

Buyer’s Name: [City of Pueblo, a Colorado municipal corporation](#)

Heather Graham, Mayor	Date
Address: 1 City Hall Place	
Pueblo, CO 81003	
Phone No.:	
Fax No.:	
Email Address:	

938 [NOTE: If this offer is being countered or rejected, do not sign this document.]

Seller’s Name: _____ Seller’s Name: _____

Seller’s Signature	Date	Seller’s Signature	Date
Address: _____		Address: _____	
Phone No.: _____		Phone No.: _____	
Fax No.: _____		Fax No.: _____	
Email Address: _____		Email Address: _____	

939
940

END OF CONTRACT TO BUY AND SELL REAL ESTATE

**EARNEST MONEY
PROMISSORY NOTE**

U.S. \$500,000

Pueblo, Colorado
March 10, 2025

WHEREAS, THE City of Pueblo, a Colorado municipal corporation (the “City”) has entered into a Contract to Buy and Sell Real Estate with 101 W Riverwalk, LLC (“Seller”) contemporaneously herewith for the real property located at 101 W. Riverwalk Place, Unit 2 (the “Property”); and

WHEREAS, the sale of the Property is scheduled to close on or before May 1, 2025, unless such closing deadline is modified by written agreement of the City and Seller.

NOW THEREFORE,

FOR VALUE RECEIVED, the City of Pueblo, a Colorado municipal corporation (the “City”) hereby agrees, covenants, and promises to pay 101 W Riverwalk, LLC the principal sum of Five Hundred Thousand and no/100 Dollars (\$500,000) together with zero percent (0%) interest per annum on or before closing. This Promissory Note is meant to secure City’s performance of the Contract to Buy and Sell Real Estate and shall be due and payable on the closing date even if the City is unable to close on the purchase of the Property.

In the event it becomes necessary to enforce payment of the Promissory Note through collection or legal action, City agrees to pay all costs of collection, including reasonable attorney fees. This Note is made in and shall be governed by and interpreted in accordance with the laws of the State of Colorado. Exclusive venue for any litigation shall be with the District Court of Pueblo County, Colorado.

ATTEST:

CITY OF PUEBLO, a Colorado
municipal corporation

Title: _____

Heather Graham, Mayor



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING A SPECIAL AREA PLAN AMENDMENT FOR THE RANCHO DEL SOL 5TH FILING, A SPECIAL AREA PLAN

SUMMARY:

The applicant is requesting approval of a Special Area Plan Amendment for Lots 6 through 9, Block 1, of Rancho Del Sol 5th Filing, which rearranges property lines and building envelopes to avoid a drainage swale and facilitate development of new residential housing. The site is in a Special Area Plan, "Special Area Plan Rancho Del Sol 5th Filing." The amended The Special Area Plan hereto known as "Special Area Plan Rancho Del Sol 5th Filing Amended" was submitted concurrently with a request to rearrange property boundaries (RPB-24-06), which will be reviewed and approved administratively.

PREVIOUS COUNCIL ACTION:

On March 27th, 1995, City Council approved Ordinance No. 5949 approving the Rancho Del Sol 5th Filing, Special Area Plan.

BACKGROUND:

Rancho Del Sol 5th filing was platted in 1995 and consists of 22 lots spread across three Blocks and one common Parcel A. The proposed Special Area Plan amendment will affect Lots 6-9, Block 1, and Parcel A, the common ingress/egress and public utility easement. There are no proposed changes to Blocks Two, Block Three, or the exterior boundary of the development site. As plated, the subject lots are staggered, placing the building envelopes in an established drainage swale, making development of the lots extremely challenging. The applicant is requesting permission to bring the front lot lines to the north, closer to the street, moving them out of the drainage swale to facilitate development of five single-family attached structures. As platted, the subject Lots 6-9 are between 3,107 sq ft and 4,333 sq ft and are staggered, creating the appearance of a variable setback from the back of sidewalk, adjacent to Tierra Berienda. The

proposed rearrangement and SAP amendment will create a uniform 20-foot setback from Tierra Berienda for Lot 5 and the proposed Parcels B, C, and D. Parcel E, located on the corner of Tierra Berienda and Del Norte, is proposed to setback 25-feet from Tierra Berienda and Paseo Del Norte. The proposed lot arrangement will deviate from the established staggered setback pattern; however, this is the most efficient and cost-effective way for the developer to construct homes due to the existing rip rap and drainage swale located south of the lots.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 11th, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Maestri and Pasternak absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the applicant will not be able to modify lot lines to allow a rearrangement of property boundaries.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SAP-24-03 Attachments

ORDINANCE NO.

AN ORDINANCE APPROVING A SPECIAL AREA PLAN
AMENDMENT FOR THE RANCHO DEL SOL 5TH FILING, A
SPECIAL AREA PLAN

WHEREAS, a request for a Special Area Plan Amendment for the Rancho Del Sol 5th Filing, A Special Area Plan, has been submitted to the Planning and Zoning Commission for approval pursuant to Section 17-4-29 of the Pueblo Municipal Code, and,

WHEREAS, the Planning and Zoning Commission after a public hearing found and determined the objectives and requirements of said Section 17-4-29 can and will be met, and,

WHEREAS, the Planning and Zoning Commission has recommended the approval of the Amendment to the Rancho Del Sol 5th Filing, A Special Area Plan,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Special Area Plan for:

PARCELS A, B, C, D, AND E, RANCHO DEL SOL FIFTH FILING
REARRANGEMENT OF PROPERTY BOUNDARIES, RPB-24-06
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO.

attached hereto, is hereby approved.

SECTION 2.

The Amendment to the Rancho Del Sol 5th Filing, A Special Area Plan is approved without conditions.

SECTION 3.

This Ordinance shall become effective immediately upon final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

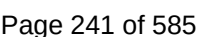
- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

PARCELS A, B, C, D AND E, RANCHO DEL SOL FIFTH FILING REARRANGEMENT OF PROPERTY BOUNDARIES LLR-24-06, LOCATED WITHIN A PORTION OF THE NW 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday December 11, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:33 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent: Chris Pasternak and Regina Maestri

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner; Hannah Prinzi, Planner.

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to amend the agenda to move V-23-09 and Z-24-06 to the January 8th, 2025, meeting and approve the agenda as amended, seconded by Spinuzzi

Motion Passed: 5-0

Public Hearings

2. **SAP-24-03 Special Area Plan:** Rancho Del Sol, 5th Filing, A Special Area Plan, to modify lot lines to allow a rearrangement of property boundaries. Staff Report by Wade Broadhead, Senior Planner.

Hearing: Applicant Randy Reeves was sworn in and spoke in support of the application. No one appeared in opposition.

Commission Action: Bailey moved to recommend the Special Area Plan application to Council, seconded by Aznar.

Motion Passed: 5-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: SAP-24-03 Ranch Del Sol Filing No. 5, SAP Amendment

DATE: January 29, 2025

Please place the above referenced submittal on the City Council Agenda.

I have received the mylars for the RPB for this subdivision which was required prior to city council scheduling.

SAP-24-03

To: City of Pueblo, Planning and Zoning Commission

From: Wade Broadhead, Senior Planner

Through: Scott Hobson, Acting Director of Planning and Community Development

Date: December 11, 2024

Subject: Rancho Del Sol 5th Filing, A Special Area Plan

Applicant: Randy Reeves, Cardinal Points

Property Owner: Michael Schuster

Location: Lots 6 through 9, Block 1, Rancho Del Sol 5th Filing Special Area Plan,
1400 to 1406 Tierra Berienda

Existing Zone: R-2, Single Family Residential District

Concurrent

Request(s): RPB-24-06 (Internal City-Staff Approval Process)

REQUEST:

The applicant is requesting approval of a Special Area Plan Amendment for Lots 6 through 9, Block 1, of Rancho Del Sol 5th Filing, which rearranges property lines and building envelopes to avoid a drainage swale and facilitate development of new residential housing. The site is in a Special Area Plan, "Special Area Plan Rancho Del Sol 5th Filing." The amended The Special Area Plan hereto known as "Special Area Plan Rancho Del Sol 5th Filing Amended" was submitted concurrently with a request to rearrange property boundaries (RPB-24-06), which will be reviewed and approved administratively.

ANALYSIS:

Rancho Del Sol 5th filing was platted in 1995 and consists of 22 lots spread across three Blocks and one common Parcel A. The proposed Special Area Plan amendment will affect Lots 6-9, Block 1, and Parcel A, the common ingress/egress and public utility easement. There are no proposed changes to Blocks Two, Block Three, or the exterior boundary of the development site. As platted, the subject lots are staggered, placing the building envelopes in an established drainage swale, making development of the lots extremely challenging. The applicant is requesting permission to bring the front lot lines to the north, closer to the street, moving them out of the drainage swale to facilitate development of five single-family attached structures.

As platted, the subject Lots 6-9 are between 3,107 sq ft and 4,333 sq ft and are staggered, creating the appearance of a variable setback from the back of sidewalk, adjacent to Tierra

Berienda. The proposed rearrangement and SAP amendment will create a uniform 20-foot setback from Tierra Berienda for Lot 5 and the proposed Parcels B, C, and D. Parcel E, located on the corner of Tierra Berienda and Del Norte, is proposed to setback 25-feet from Tierra Berienda and Paseo Del Norte. The proposed lot arrangement will deviate from the established staggered setback pattern; however, this is the most efficient and cost-effective way for the developer to construct homes due to the existing rip rap and drainage swale located south of the lots.

CHARACTER AND COMPATIBILITY:

Site Character:

The site consists of existing homes as well as remaining undeveloped lots in the Rancho Del Sol neighborhood that front Tierra Berienda and are surrounded by single-family homes.

Neighborhood Compatibility:

North	R-2, Single-Family Residential, single-family attached homes
East	R-2U, Single-Family Residential, single-family attached homes
South	R-2, Single-Family Residential, single-family attached homes
West	R-4, Mixed Residential District, single-family homes

ABILITY TO COMPLY WITH PROPOSED ZONE DISTRICT:

Minimum lot size in an R-2 Single-Family Zone District is 5,000 sq. ft. The sizes of the proposed lots range from 3,107 to 4,333 sq. ft. However, Sec 17-4-29 of the Pueblo Municipal Code permits a Special Area Plan to create varied lot sizes if the overall density does not exceed the maximum density set by the Zone District. The proposed lot sizes match the already-existing lots in the adjacent neighborhood, and the shared open space parcel, Parcel A, lowers the overall density, thus the Special Area Plan does not exceed the R-2 overall density maximum. The minimum front yard setback in an R-2 is 25 sq. ft., and the front-yard setbacks in the Special Area Plan exceed the minimum R-2 requirement.

OBJECTIVES AND REQUIREMENTS OF SPECIAL AREA PLANS:

1. If residential, the overall net density of the area so planned, exclusive of the street rights-of-way, shall not be greater than if each individual parcel were built with a lot size conforming to the requirements of the zone district.
 - **Affirmative Finding:** The proposed lot sizes match the already-existing lots in the adjacent neighborhood, and the shared open space parcel, Parcel A, lowers the overall density, thus the Special Area Plan does not exceed the R-2 overall density maximum.
2. The plan shall provide for the use and continuous maintenance of any remaining open space as well as only land common to all properties or controlled by a corporation or homeowners' association composed of all present and future owners of all property within the proposed development and provision is made for the recording of such with each deed. Any land dedicated

to public use and formally accepted by City Council need not be maintained by such corporation or homeowners' association.

- **Affirmative Finding:** The proposed SAP will not alter the maintenance agreements for the common space in Rancho Del Sol, 5th Filing. The proposed SAP has noted that the common space, Parcel A, will be maintained by the homeowner's association. This note was missing from all previous plats and has been rectified with this proposed plat.

3. The plan may provide for exceptions to minimum setback and lot width and depth requirements for each building if such can reasonably be made so that the public health, safety, and general welfare will be protected.

- **Not Applicable:** The proposed SAP allows for 100-percent lot coverage of the individual lots and maintains a minimum 20-foot setback from the Tierra Berienda right of way and a 25-foot setback from the Del Norte right of way.

4. The plan shall provide that all setbacks on the periphery of the area shall not be less than those required for the zone district in which the building complex is located provided, however, that front setback requirements on interior street or service drives may be changed.

- **Affirmative Finding:** No exterior setbacks are being changed.

5. The plan shall be in accordance with the Pueblo Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.

- **Affirmative Finding:** The proposed SAP will not change the use or number of units previously approved.

6. The plan shall provide the property with adequate access to transportation; water supply, waste disposal, fire and police protection, and other needed public facilities and services in accordance with the approved subdivision plat.

- **Affirmative Finding:** Utilities are available adjacent to the lots to be developed.

7. The street plan shall be in conformity with the most recently adopted major street plan known as the Pueblo Area Transportation System Plan. The street plan, including interior circulation for the special area plan, shall be designed so that no undue traffic congestion or unnecessary traffic hazards will be created in the special area plan or in any adjoining neighborhood.

- **Affirmative Finding:** Tierra Berienda and Paseo Del Norte are existing and will not be modified by this action.

8. The plan shall provide traffic access ways, interior circulation ways and parking and loading spaces as required for the zone district in which the land is located.

- **Affirmative Finding:** Streets have been dedicated and constructed to allow access to the proposed housing.

9. The plan shall be designed so that there will not be a substantially adverse effect upon the character of the neighborhood or upon adjacent property or property values in the area.

- **Affirmative Finding:** The proposed housing units will resemble the surrounding housing style. This modification will allow the builder to avoid an existing drainage swale.

10. The plan shall incorporate adequate safeguards, including but not limited to screening, fences, and landscaping to protect and maintain harmony with the surrounding area.

- **Affirmative Finding:** The proposed SAP will not modify any existing requirements for screening or fencing.

11. The plan shall provide the development sequence of the land within the plan if development is to be done in phases. Subdivision plats shall be submitted for the land proposed to be developed in the same development.

- **Not Applicable:** The proposed housing development will not be phased.

12. The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.

- **Affirmative Finding:** The plan provides the location and dimensions of all existing and proposed buildings, rights of way, easements, and improvements.

RECOMMENDED ACTION:

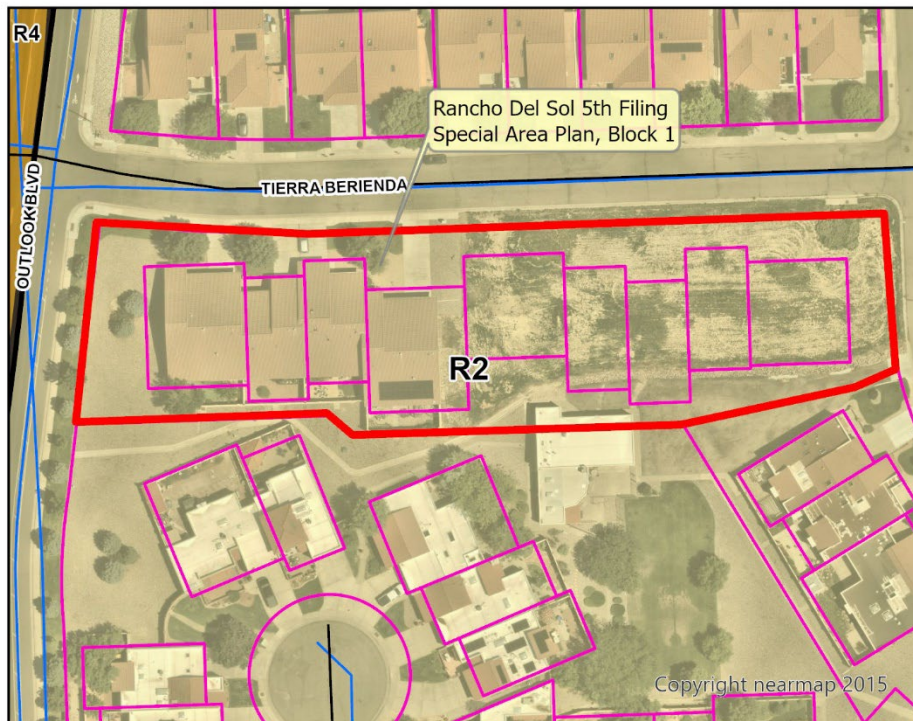
If the Planning and Zoning Commission makes the necessary findings a recommendation to City Council that the requested Special Area Plan be approved is appropriate.

ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Application
- F. Special Area Plan
- G. SRC Memo; December 4, 2024



A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



D. Public Notice



Overview of the site looking southeast



View north from rear of the site looking at Tierra Berienda and Paseo Del Norte



View looking west



View of site looking west, drainage swale in foreground

PZ-24-57

Planning & Zoning
Commission

Applications

Status: Active

Submitted On: 10/7/2024

Primary Location

1408 TIERRA BERIENDA
PUEBLO, CO 81008

Owner

SCHUSTER
MICHAEL/SCHUSTER WARD SA
815 S TOLSTOI DR PUEBLO
WEST , CO 81007-5056

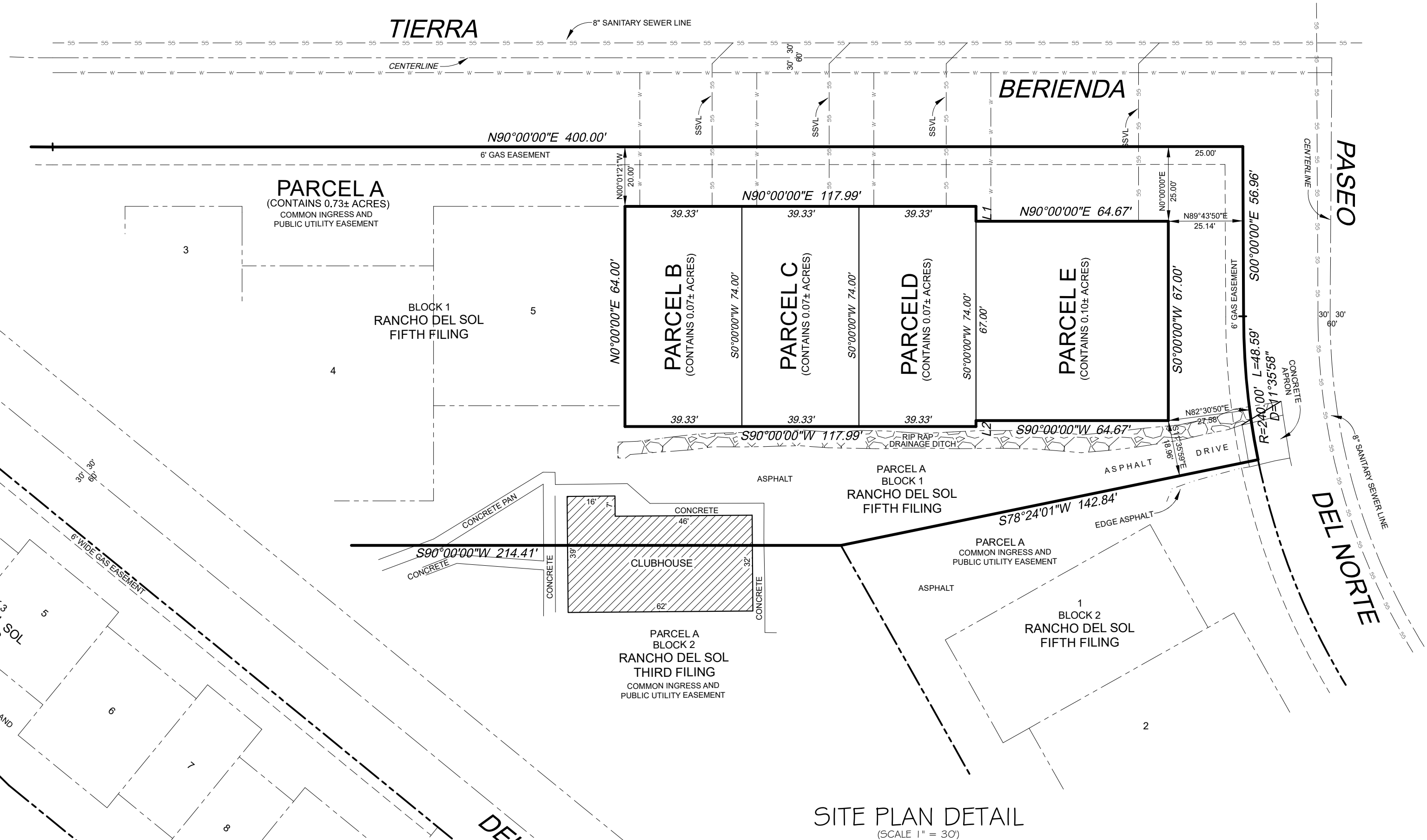
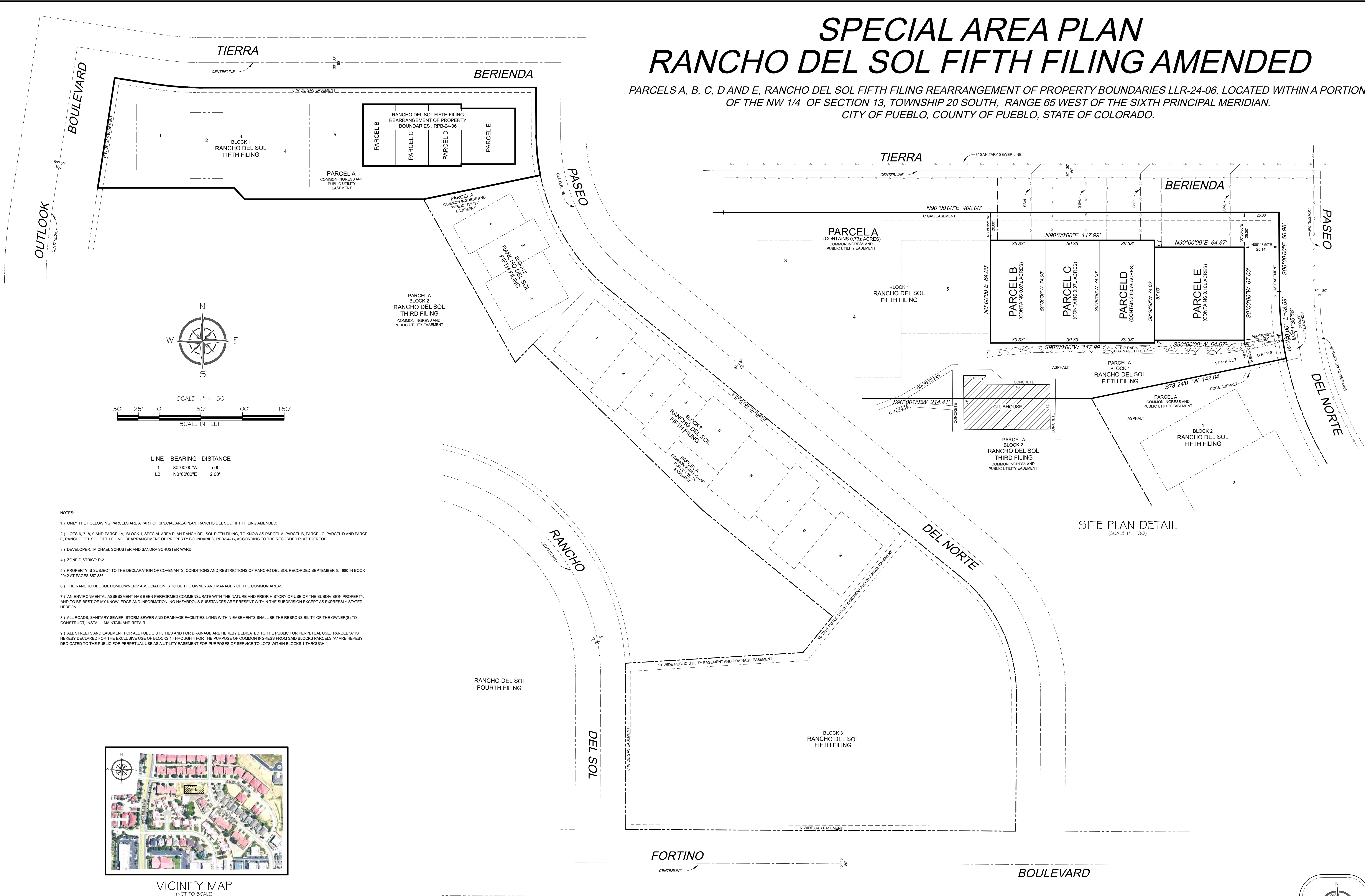
Applicant

 Randy REEVES
 719-253-0874
 rreeves@4cardinalpoints.net
 4601 Eagleridge Place Suite
110
Pueblo, Colorado 81008

SPECIAL AREA PLAN

RANCHO DEL SOL FIFTH FILING AMENDED

PARCELS A, B, C, D AND E, RANCHO DEL SOL FIFTH FILING REARRANGEMENT OF PROPERTY BOUNDARIES LLR-24-06, LOCATED WITHIN A PORTION OF THE NW 1/4 OF SECTION 13, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN.
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.



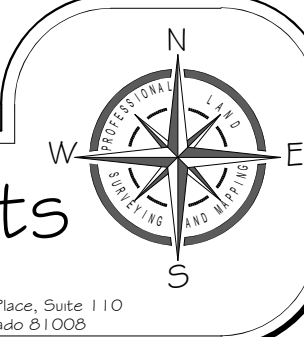
VICINITY MAP
(NOT TO SCALE)

NO.	DATE:	REVISIONS (COMMENTS)	CHECKED:
1	12-2-24	CITY COMMENTS RCD 12-2-2024	RGR

SHEET: 1 OF 1
DATE: 10-7-2024
SCALE: 1" = 30'

PROJECT: MIKE SCHUSTER DESCRIPTION: SAP RANCHO DEL SOL FIFTH FILING AMENDED (1400 TIERRA BERIENDA, PUEBLO, CO. 81008)	FIELD: SB	JOB NUMBER: 2024-143
DRAWN: RMS	FILE NAME: 2024-143 LLR-SAP	
CHECKED: RGR	REF. JOB:	

Cardinal Points Surveying Inc.
4601 Eadsburg Place, Suite 110 Pueblo, Colorado 81008



Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: December 4, 2024

Subject: SAP-24-03 Rancho Del Sol 5th Filing, Special Area Plan Amended

SAP-24-03 Rancho Del Sol, 5th Filing Amended The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Special Area Plan be **APPROVED:**

Requests for Modifications to Requirements:	N/A
Request for Deferred Filings:	N/A
Plat Deficiencies:	N/A
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	None

November 26, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from Randy Reeves, Cardinal Points Surveying for the approval of the following application generally located at Tierra Berienda and Outlook Drive.

SAP-24-03: Rancho Del Sol Fifth Filing, A Special Area Plan, to modify lot lines to allow a rearrangement of property boundaries.

The Planning and Zoning Commission meeting will be held on December 11, 2024 at 3:30 p.m., in City Council Chambers, 1 City Hall Pl, Pueblo, CO. You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Senior Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Senior Planner
(719) 553-2339

CASE NUMBER: SAP-24-03

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Rancho DelSol Filing No 5 of the property commonly known as Phase 1 of the Pueblo Country Club Overall Development Plan to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-4-29.

11-21-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed By CM

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the special area plan of Rancho DelSol Filing No 5, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-3-24 Uploaded

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Photo taken by Beritt Odom

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
SHELBAER CHARLES R/SHELBAER ANNE F	1417 TIERRA BERIENDA	PUEBLO	CO	81008-1790
BEATTY JOSEPH A	1302 FRANKLIN ST	CENTER POIN	IA	52213-9651
SMITH HARVEY E/SMITH CLAUDIA	2020 BACULITE MESA RD	PUEBLO	CO	81001-2456
SCHUSTER MICHAEL/SCHUSTER WARD SAND	815 S TOLSTOI DR	PUEBLO WE	CO	81007-5056
CAROL BARBARA B	1317 PASEO DEL NORTE	PUEBLO	CO	81008
SLOAN LEONARD GENE	1320 PASEO DEL NORTE	PUEBLO	CO	81008-2023
FORTINO BARBARA J	19 CALLE DEL SOL	PUEBLO	CO	81008-2046
TOWELL JOHN FOSTER III/TOWELL ELIZA	1349 TIERRA BERIENDA	PUEBLO	CO	81008-1790
KINNAIRD FRANK D/KINNAIRD MARTHA L	1409 TIERRA BERIENDA	PUEBLO	CO	81008-1790
TAKAKI ALAN M/TAKAKI SUEYKO	1413 TIERRA BERIENDA	PUEBLO	CO	81008-1790
SMITH HARVEY E/SMITH CLAUDIA	1325 PASEO DEL NORTE	PUEBLO	CO	81008-2181
HOLLIBAUGH MYLBRA	1412 TIERRA BERIENDA	PUEBLO	CO	81008-1789
SCHUSTER MICHAEL/SCHUSTER WARD SAND	815 S TOLSTOI DR	PUEBLO WE	CO	81007-5056
MUNIZ ROBERT E/MUNIZ SHIRLEY A	1315 PASEO DEL NORTE	PUEBLO	CO	81008-2181
HUGGETT CINDY P	1324 PASEO DEL NORTE	PUEBLO	CO	81008-2023
DUNCAN DEMETRIUS O'KEITH	1313 PASEO DEL NORTE	PUEBLO	CO	81008-2181
BIRNER MARJORIE A/BIRNER W FREDERIC	25 CALLE DEL SOL	PUEBLO	CO	81008-2046
ZAMARRIPA PATRICIA LYNN	1347 TIERRA BERIENDA	PUEBLO	CO	81008-1790
FARLEY ALDAG JENNIFER D	1411 TIERRA BERIENDA	PUEBLO	CO	81008-1790
STARMAN NANCY	1415 TIERRA BERIENDA	PUEBLO	CO	81008-1790
SMITH HARVEY E/SMITH CLAUDIA	2020 BACULITE MESA RD	PUEBLO	CO	81001-2456
EWING RONALD L TRUST	1416 TIERRA BERIENDA	PUEBLO	CO	81008-1789
KURTZ CHRISTINE S	1414 TIERRA BERIENDA	PUEBLO	CO	81008-1789
ACOSTA PAMELA A	1322 PASEO DEL NORTE	PUEBLO	CO	81008-2023
SUMMERS PATRICIA JO	23 CALLE DEL SOL	PUEBLO	CO	81008-2047
HARTMAN DAVID A / HARTMAN JANICE K	31 CALLE DEL SOL	PUEBLO	CO	81008-2047
BUSH TONY III / BUSH AMBER M	1316 PASEO DEL NORTE	PUEBLO	CO	81008-2023
TUCKER JOHN K/NARANJO R CHRISTINE	1401 TIERRA BERIENDA	PUEBLO	CO	81008-1790
NARANJO LORRAINE EVA	1403 TIERRA BERIENDA	PUEBLO	CO	81008-1790
HERMAN PEGGY L	1405 TIERRA BERIENDA	PUEBLO	CO	81008-1790
REDMOND KATHARINE M	1407 TIERRA BERIENDA	PUEBLO	CO	81008-1790
DEHEN STEPHEN/DEHEN BEVERLY	1332 TIERRA BERIENDA	PUEBLO	CO	81008-2618
SCHUSTER MICHAEL/SCHUSTER WARD SAND	815 S TOLSTOI DR	PUEBLO WE	CO	81007-5056
LUERS PAUL A	1410 TIERRA BERIENDA	PUEBLO	CO	81008-1789
SALAZAR GERALD E / SALAZAR RAE	1319 PASEO DEL NORTE	PUEBLO	CO	81008-2181
COZZOLINO SAM JR/COZZOLINO MARY KAT	27 CALLE DEL SOL	PUEBLO	CO	81008-2047
MARTINEZ REGGIE M/MARTINEZ BARBARA	29 CALLE DEL SOL	PUEBLO	CO	81008-2047
VELASCO LAWRENCE A/VELASCO SUSAN K	21 CALLE DEL SOL	PUEBLO	CO	81008-2046
TRENT CHARLES/TRENT KERRELYN	1318 PASEO DEL NORTE	PUEBLO	CO	81008-2023
STAPLETON MICHAEL R/STAPLETON SUSAN	1320 AQUILA DR	PUEBLO	CO	81008-2614
GUTIERREZ GEORGE C	1322 AQUILA DR	PUEBLO	CO	81008-2614
BRACCO BLEND A B LIFE EST/BRACCO MEL + BRYCI	1341 TIERRA BERIENDA	PUEBLO	CO	81008-1790
WERTENBERGER EVELYN G	1343 TIERRA BERIENDA	PUEBLO	CO	81008-1790
VALDEZ JOYCE/VALDEZ MANUEL T/VALDEZ + ZAM	20127 AINTREE CT	PARKER	CO	80138-7301
MCCARTHY SUSAN H	1401 RANCHO DEL SOL	PUEBLO	CO	81008-2043
SNELLINGS SHANNON L	1408 AQUILA DR	PUEBLO	CO	81008-2612

RURUP HARRY/RURUP PATRICIA TRUST DA	1410 AQUILA DR	PUEBLO	CO	81008-2612
ACKERMAN DENNIS/ACKERMAN PATRICIA	1412 AQUILA DR	PUEBLO	CO	81008-2612
GODINEZ JUAN PETE/GODINEZ DIANA	1414 AQUILA DR	PUEBLO	CO	81008-2612
HOLLORAN STACY A	1416 AQUILA DR	PUEBLO	CO	81008-2612
SCHUSTER WARD SANDRA / SCHUSTER MIC	1317 RANCHO DEL SOL	PUEBLO	CO	81008-2041
PANEPINTO JOHN A/PANEPINTO REGINA A	1324 AQUILA DR	PUEBLO	CO	81008-2614
ROLEN RICHARD W/ROLEN MARILYN D	1404 AQUILA DR	PUEBLO	CO	81008-2612
FACCHINI MENCIN CHERYL	1418 AQUILA DR	PUEBLO	CO	81008-2612
CROSSON CRAIG E/ CROSSON NANCY L	8648 TIMBERMARSH LN	NORTH CHAI SC		29420-7504
ANDREWS SANDRA L	1311 RANCHO DEL SOL	PUEBLO	CO	81008-2041
STEFFEN DELBERT DEAN	1402 AQUILA DR	PUEBLO	CO	81008-2612
SHANLEY CYNTHIA S	1406 AQUILA DR	PUEBLO	CO	81008-2612
AUSTIN CARL K / AUSTIN SARA S	1420 AQUILA DR	PUEBLO	CO	81008
RODRIGUES ADAM C / RODRIGUES PATSY	1314 PASEO DEL NORTE	PUEBLO	CO	81008-2023
DELL ANTHONY P	1403 RANCHO DEL SOL	PUEBLO	CO	81008-2043
VEGA CONSTRUCTION LLC	PO BOX 9660	PUEBLO	CO	81008-9409



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Joe Latino, Councilor

SUBJECT: AN ORDINANCE CREATING A NEW SECTION 14 OF CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO PEDESTRIAN SAFETY AND ACCESS TO SIDEWALKS AND PUBLIC RIGHTS-OF-WAY IN THE DOWNTOWN BUSINESS AREA OF THE CITY

SUMMARY:

Attached for consideration is an Ordinance creating a new Section 14 of Chapter 1 of Title XV of the Pueblo Municipal Code that would prohibit persons from sitting or lying down in public rights-of-way in the Downtown Business Area during regular business hours.

PREVIOUS COUNCIL ACTION:

This Ordinance was proposed and defeated in 2022.

BACKGROUND:

City Council Member Joe Latino requested the re-introduction of this Ordinance prohibiting persons from sitting or lying down in public rights-of-way in the Downtown Business Area during regular business hours. The attached Ordinance is modeled after similar ordinances adopted in Colorado.

FINANCIAL IMPLICATIONS:

The financial implications of this Ordinance are currently unknown.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to adopt the attached Ordinance.

RECOMMENDATION:

None.

ATTACHMENTS:

1. AS ATTACHED - Public rights-of-way Ordinance (Harley)

ORDINANCE NO.

AN ORDINANCE CREATING A NEW SECTION 14 OF CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE RELATING TO PEDESTRIAN SAFETY AND ACCESS TO SIDEWALKS AND PUBLIC RIGHTS-OF-WAY IN THE DOWNTOWN BUSINESS AREA OF THE CITY

WHEREAS, City Council finds that it is beneficial to encourage pedestrian-friendly and shared walkways in the City, particularly in the Downtown Business Area; and

WHEREAS, persons obstructing walkways cause unreasonable harm and inconvenience to pedestrians and persons utilizing wheelchairs or with other mobility issues; and

WHEREAS, because City Council's concern is about the mobility of persons near businesses and not who is causing the obstruction, the intent of the City Council is for this Ordinance to apply to all people violating the Ordinance, and not certain segments of the population; and

WHEREAS, the City Council finds that the City has a compelling interest in encouraging and preserving a vital, pedestrian-friendly City particularly in the Downtown Business Area of the City; and

WHEREAS, when persons misuse public walkways it makes those City facilities unavailable to others who want or need to use them; and

WHEREAS, the City Council desires to minimize the congestion on the sidewalks and public rights-of-way to make the Downtown Business Area more hospitable to local citizens as well as to out of town visitors, thereby promoting economic vitality; and

WHEREAS, the City Council is committed to maximizing the public health, safety and welfare of the citizens of and visitors to the City; and

WHEREAS, public sidewalks are constructed and maintained for the primary purpose of providing safe and unimpaired passage of pedestrians rather than for sitting down or lying down; and

WHEREAS, the use of sidewalks and other public rights-of-way for purposes of sitting or lying down creates significant and serious safety concerns for pedestrians, and vehicles as well as for those sitting or lying down in those areas; and

WHEREAS, weather conditions during a portion of the year, including ice and snow, increase the hazards associated with access to sidewalks and public rights-of-way in the Downtown Business Area; and

WHEREAS, the City of Pueblo is host to many tourists and out of town travelers who are not familiar with the sidewalks and public rights-of-way, leading to increased concerns over safety and accessibility and conflicts with those who are using those areas for purposes other than their primary intended uses: and

WHEREAS, there are established benches and other places to rest within the Downtown Business Area that will afford more than adequate opportunities for persons to sit down or rest; and

WHEREAS, the surface of alleys, streets, curbs, parking spaces and other public rights-of-way are constructed and maintained for the primary purpose of providing safe and unimpaired passage of pedestrians and vehicles rather than for sitting or lying down; and

WHEREAS, the presence of persons sitting on the sidewalks and public rights-of-way is unexpected, creating a sense of hazard and disorder that discourages people from visiting the Downtown Business Area; and

WHEREAS, persons who attempt to avoid the dangers and disorder caused by people sitting or lying down on the sidewalks are often required to avoid the congestion and danger by walking in the streets, thereby creating even greater hazards to pedestrians and traffic; and

WHEREAS, the alleys in close proximity to the streets located in the Downtown Business Area are used for primary access to businesses in the alleys by pedestrians visiting those businesses, causing conditions similar to those on the sidewalks downtown. People sitting and lying in the alleys or other rights-of-way create dangerous interactions with traffic and service vehicles such as delivery trucks, garbage trucks and utility vehicles. People sitting or lying down near solid waste receptacles could suffer serious injury during operations to pick up those items; and

WHEREAS, there are legitimate circumstances where a person may be required to sit or temporarily lie down on sidewalks, and reasonable exceptions to the restrictions are appropriate and are identified in this Ordinance; and

WHEREAS, the City Council finds that the adoption of the restrictions contained herein will promote pedestrian safety and accessibility and are in the best interests of the public health, safety and welfare of the City; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The City Council hereby makes and adopts the determinations and findings contained in the recitals set forth above.

SECTION 2.

Section 15-1-14 of Chapter 1 of Title XV of the Pueblo Municipal Code is hereby added to the Pueblo Municipal Code to read as follows:

Sec. 15-1-14. – Obstruction of Public Rights-of-Way.

(1) As used herein, “Public Right-of-Way” shall be defined as any public sidewalk, street, railway, alley, parking space, curb, or other publicly owned property intended for pedestrian or vehicular travel.

(2) As used herein, the "Downtown Business Area" shall be defined as the area beginning at the intersection of W 13th and N Elizabeth St., east along centerline of W 13th St. to the center of Interstate 25; thence south along the center of existing or future Interstate 25 to the northern edge of the railroad lines at an approximate location of 38° 15'48.369" N, 104° 36'18.691" W. thence SW along the northern edge of the railroad to a point on the top of the Arkansas River levee at an approximate latitude and longitude of 38° 15'38.319" N, 104° 36'57.711" W; thence NW along the top of the levee to an approximate location of 38° 15'50.625" N, 104° 37'11.123" W; thence NE at 43 degrees for a distance of ~2139 ft. to the centerline of N Elizabeth St. at approximately 38° 16'4.9" N, 104° 36'51.34" W; continuing north along the centerline of N Elizabeth St. to the point of beginning at the intersection of W 13th St. and N Elizabeth St. The area included within the above description shall include the full width of all described railroad, street, or alley rights-of-way, including all public sidewalks.

(3) It shall be unlawful for any person to sit, kneel, recline, or lie down in the Downtown Business Area upon any surface of any Public Right-of-Way, or upon any bedding, chair, stool, or any other object placed upon the surface of any Public Right-of-Way, between the hours of 7:00 a.m. and 10:00 p.m.

(4) The following activities or circumstances shall not be deemed to be a violation of this section:

a. The person is experiencing a bona fide medical emergency.

b. The person has a disability or is utilizing a wheelchair, walker, crutches, or other similar mobility assisting device within the Public Right-of-Way.

c. The person is sitting or lying on furniture or other objects installed in or placed upon the Public Right-of-Way by the City, or by others with a license or permit issued by the City, that are intended primarily to allow persons to sit or rest, including items such as chairs, benches, and low walls.

d. The person is a child in a stroller.

e. The person is attending a parade, festival, performance, rally, demonstration, meeting, or other special event conducted pursuant to a permit or license issued by the City.

(5) No peace officer shall issue a citation or otherwise enforce this Section against any person until the peace officer first seeks voluntary compliance and unless the person continues to engage in conduct that is prohibited by this Section after having been notified by a peace officer that the conduct violates the provisions of this Section.

(6) Violation of this Section is a civil infraction. Upon conviction for a first violation of this Section, the Municipal Court shall impose a fine not to exceed one hundred dollars (\$100.00). Upon a second or subsequent conviction for the violation of this Section, the Municipal Court shall impose a fine not to exceed two hundred dollars (\$200.00).

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described therein.

SECTION 4.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE AWARDING AND APPROVING A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO OUTLAW RACING ASSOCIATION, LLC. FOR THE OPERATION, MANAGEMENT, AND PROMOTION OF THE HONOR FARM PARK & OPEN SPACE OVAL TRACK FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

This Ordinance awards and approves a Lease and Management Agreement between the City of Pueblo and the Colorado Outlaw Racing Association, LLC, for the operation, management, and promotion of motor sports events at the dirt oval track area located within the Honor Farm Park & Open Space.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

In 2009, the City of Pueblo established the Honor Farm Enterprise responsible for the operation, management, and improvement of the 2,373-acre Honor Farm property. The Honor Farm Enterprise, by City Ordinance, is required to be operated and managed without subsidy from the City's General Fund. The master plan, which was developed in 2007, included the 29-acre dirt oval track area of the Honor Farm Park & Open Space which was constructed in the late 1980s.

Requests for Proposals to maintain and operate the dirt oval track area within the Honor Farm Park & Open Space was advertised in August 2024. The Colorado Outlaw Racing Association, LLC was considered qualified to fulfil the scope of this proposal.

The Colorado Outlaw Racing Association, LLC leased, operated, and managed the dirt

oval track facility from 2017 until term of agreement ended December 31, 2024.

FINANCIAL IMPLICATIONS:

In accordance with the specifications as described in the RFP and proposal, the Colorado Outlaw Racing Association agrees to pay to the City the following:

Term of the Lease, Management, and Operating Agreement is for five years beginning March 10, 2025, and ending on December 31, 2029. The operator will pay \$1,000 per month up to \$12,000 for the term of the lease. Prior to the end of the term, both parties may agree to extended for an additional two-year term.

In addition to the base rent, the Operator will also provide one dollar (\$1.00) per each adult spectator and fifty cents (\$.50) per child (ages 3 – 12) in the general admission grandstand area or other attendees for all events directly hosted or administered by the Operator.

Operator will be responsible for paying all utilities, including, but not limited to, electric, gas, sewage, trash, phone, cable, and internet. It is expected that the City will be responsible for various expenses each year, depending upon required repairs to the oval track facility and its infrastructure. The Operator may enter into sponsorship contracts for less than \$20,000. Any sponsorship contract over \$20,000 or involving the naming or the whole, or any portion of, the leased premises must be approved by the City.

BOARD/COMMISSION RECOMMENDATION:

The Honor Farm Enterprise Advisory Committee has recommended that this Agreement be approved as submitted.

STAKEHOLDER PROCESS:

Public discussions during regularly scheduled Honor Farm Enterprise Advisory Committee meetings led to the RFP process for this facility.

ALTERNATIVES:

If this Ordinance is not approved, the dirt oval track facility will remain closed indefinitely.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. EXHIBIT A_Area Map of Leased Premises and Oval Track Facilities for Lease and Management Agreement - Copy
2. EXHIBIT B_Colorado Outlaw Racing Association_RFP 24-099 Proposal - Copy
3. EXHIBIT C_Insurance
4. EXHIBIT D_PERA Questionnaire for Lease and Management Agreement - Copy
5. EXHIBIT E_Honor Farm Property Conservation Easement for Lease and Management Agreement

6. Redlined Colorado Outlaw Racing Association Oval Track Agreement

ORDINANCE NO.

AN ORDINANCE AWARDING AND APPROVING A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO OUTLAW RACING ASSOCIATION, LLC. FOR THE OPERATION, MANAGEMENT, AND PROMOTION OF THE HONOR FARM PARK & OPEN SPACE OVAL TRACK FACILITIES AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Lease and Management Agreement dated March 10, 2025, between the City of Pueblo and the Colorado Outlaw Racing Association, LLC, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Purchasing Agent is hereby authorized to execute the said contract on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Agreement to implement the policies and procedures described therein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

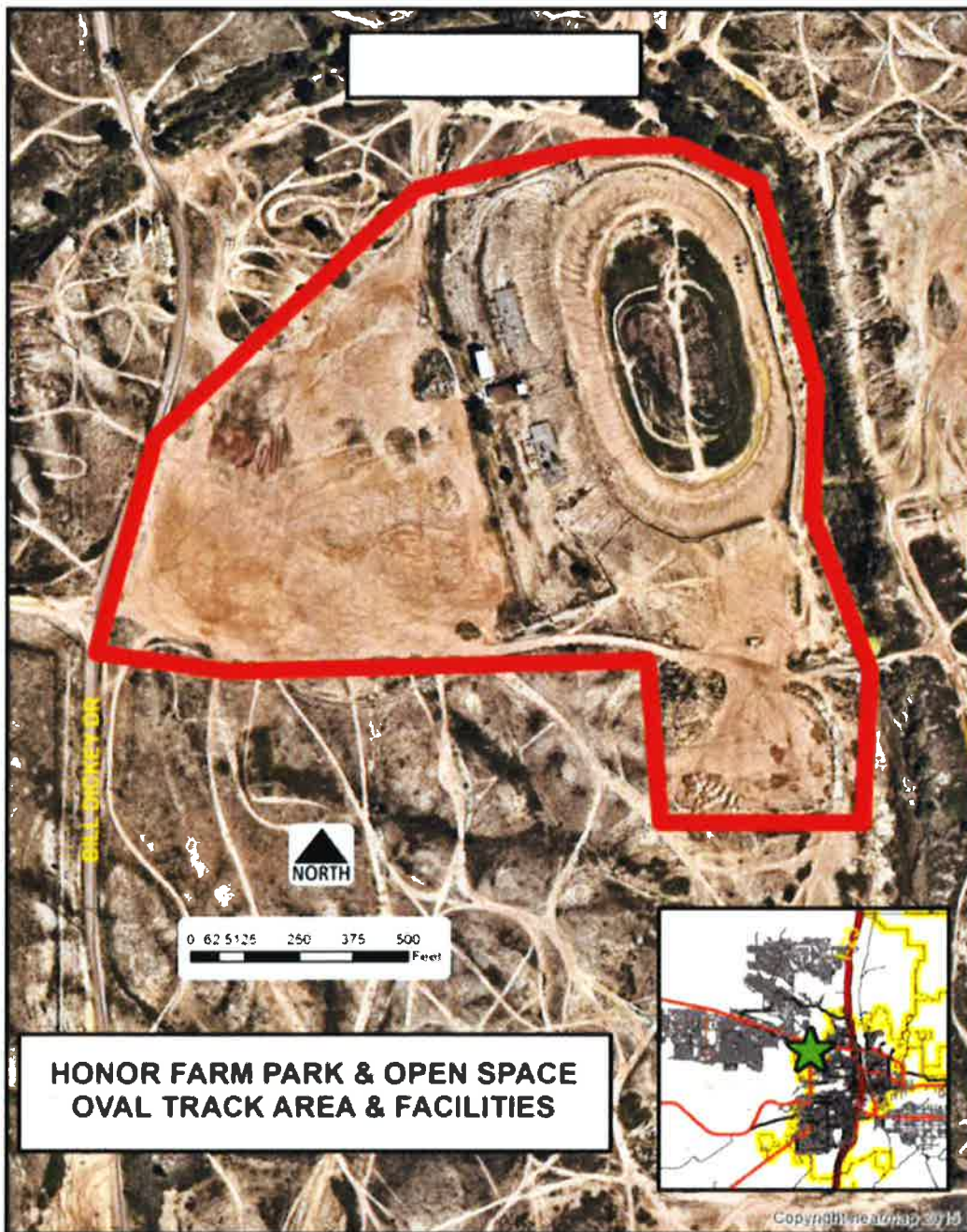
- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

Planning and Community Development Department
211 W 'D' Street, Pueblo, CO 81003



Date Developed: June 19, 2017

Staff Name: Alan Lamberg, Planner

Contact Us: For specific inquiries, contact the
Department of Planning and Community Development
at (719) 553-2259.

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warranty, expressed or implied, as to the representative
completeness or accuracy of maps and data provided herein.

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Date: August 30, 2024

To: Deborah Rivera
driver@pueblo.us
City of Pueblo Purchasing Contract Coordinator
Phone: (719) 553-2350

From: Alan Davis – Colorado Outlaw Racing Assoc.
Phone: 719-683-5638
Email: adavis_11@yahoo.com

Colorado Outlaw Racing Assoc.

Proposal 24-099

For Operation, Management, and Promotion of the
Oval Dirt Track at the Honor Farm Park and Open
Space

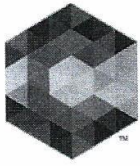
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2.1a Business License

 city of PUEBLO colorado	DEPARTMENT OF FINANCE P.O. BOX 1427 PUEBLO, COLORADO 81002 (719) 553-2659 www.pueblo.us salestax@pueblo.us LICENSE NUMBER: 22804	LICENSE								
<table border="1"><thead><tr><th>LICENSE FOR WHICH RECORD IS ISSUED</th><th>UNITS</th><th>Expiration Date</th><th>LICENSE FEE</th></tr></thead><tbody><tr><td>Use Tax Only - L2</td><td>1</td><td>12- 31- 2024</td><td>50.00</td></tr></tbody></table>			LICENSE FOR WHICH RECORD IS ISSUED	UNITS	Expiration Date	LICENSE FEE	Use Tax Only - L2	1	12- 31- 2024	50.00
LICENSE FOR WHICH RECORD IS ISSUED	UNITS	Expiration Date	LICENSE FEE							
Use Tax Only - L2	1	12- 31- 2024	50.00							
NOTICE: THIS LICENSE MUST BE POSTED IN A CONSPICUOUS PLACE AT ALL TIMES										
DATE OF ISSUE 12- 29- 2023		BY <u>Finance Director</u> FOR CITY LICENSE OFFICER								
COLORADO OUTLAW RACING ASSOC ALAN DAVIS 18245 STATE HWY 94 COLORADO SPRINGS, CO 80930	COLORADO OUTLAW RACING ASSOC 3933 N PUEBLO BLVD PUEBLO, CO 81008	NOTICE: IF THE NATURE OF YOUR BUSINESS REQUIRES CONFORMING TO THE OTHER CITY ORDINANCES, THE PAYMENT AND/OR ISSUANCE OF THIS LICENSE DOES NOT RELIEVE THIS RESPONSIBILITY								
MAILING	BUSINESS									

2.1b Certificate of Good Standing



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Summary

Details			
Name	Colorado Outlaw Racing Association, LLC		
Status	Good Standing	Formation date	04/21/2010
ID number	20101224593	Form	Limited Liability Company
Periodic report month	October	Jurisdiction	Colorado
Principal office street address	18245 State Highway 94, Colorado Springs, CO 80930, United States		
Principal office mailing address	18245 State Highway 94, Colorado Springs, CO 80930, United States		

Registered Agent	
Name	Edward Alan Davis
Street address	18245 State Highway 94, Colorado Springs, CO 80930, US
Mailing address	18245 State Highway 94, Colorado Springs, CO 80930, US

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2.2 Submittal Summary

A. It is the understanding of the Colorado Outlaw Racing Assoc. of the goals of this project are to develop, operate, maintain and promote the Oval Dirt Track facility (currently doing business as Honor Speedway).and to provide a clean & safe Oval Dirt Track area, with minimal disturbance to the existing vegetation in the area. And to develop and/or modify the site to improve & enhance facilities and racing opportunities at the CRA's expense.

B. The Colorado Outlaw Racing Assoc., business address is located at 18245 State Highway 94, Colo. Springs, CO 80930, (719) 683-5638, with Alan Davis as the main contact. The CRA was established in the State of Colo. in 2010.

C. Alan Davis is the authorized representative of the Colorado Outlaw Racing Assoc., as Promoter / Race Director, 18245 State Highway 94, Colo. Springs, CO 80930 adavis_11@yahoo.com (719) 683-5638 (wk) 719-337-4295 (cell).

2.3 Disclosures

No Disclosures.

2.4 Statement of Qualifications

A. Alan Davis was the President of the Colorado 1200 Outlaws from 1994 to 2014, directing an open wheel racing program at numerous dirt tracks throughout Colorado, as well as competing at dirt tracks in western Kansas, Missouri, New Mexico, Oklahoma and Wyoming.,

In 2006, Alan Davis made a proposal to the Director of the El Paso County Parks Dept. to redesign / rebuild the racetrack around the rodeo arena, in front of the grandstands, at the El Paso County Fairgrounds, and construction was started in late 2006, completed in early 2007, and racing started shortly thereafter. Racing was held at that facility through 2014.

The Colorado Outlaw Racing Assoc. (CRA) was established in early 2010, to provide a stable set of rules & guidelines, establishing a partnership with IMCA (Int'l Motor Contest Assoc. Vinton, IA) to provide a national set of rules & guidelines for competitors to compete, and provide racing entertainment for racing fans throughout the State of Colorado, and well as nearby neighboring states. Under the direction of Alan Davis, the CRA became the sanctioning body for El Paso County Speedway at the El Paso County Fairgrounds in Calhan, CO, in 2010 and operated as such through the end of the racing season in 2014.

In 2017, after numerous meetings, Alan Davis & the CRA developed an agreement with the City of Pueblo Parks Dept. to rebuild & re-open the dirt oval track located within Pueblo Motorsport Park. Re-construction began in late 2017, and the track was re-opened for competition in May of 2018. The lease contract was written for 5 years, with a 2 year option. Currently, the CRA is in the final year of the 2 year option, having operated a successful racing operation for the last 6 ½ years. The CRA has hosted numerous racing divisions including ASCS 360 Sprint Cars, URSS 305 Sprint Cars, Rocky Mtn. Midget Racing Assoc., High Plains Late Models, Western Outlaw Late Models, Colorado Vintage Oval Racers, IMCA Modifieds, IMCA Northern Sport Mods, IMCA Stock Cars, IMCA Hobby Stocks, IMCA Sport Compacts, Rocky Mtn. Lightning Sprints, Colo. Dwarf Cars, NOW 600 Micro's, Steel City Karts, Steel City Minis, Jr. Compacts, Warrior South Stocks, Farm Trucks, SCCA Rally Cross, and 2 flat track motorcycle events. Additionally, the CRA has hosted several Monster Truck events, 2 Demolition Derbies, and the Jordan Family Circus.

Our current regular season of 2024 concludes in October, but we plan on a couple of events in November & December.

In October of this year, Alan Davis will receive a tremendous honor, being inducted in the Colorado Motorsports Hall of Fame.

B. Personal resume

Name: (Edward) Alan Davis Age: 66 Date of Birth: Aug. 19, 1958 Residence: Colorado Springs, CO. 80930
18245 E. Hwy. 94 Colo. Springs, CO 80930 Work; (719) 683-5638 Cell; (719) 337-4295
Marital status: Single

Education: Bachelor of Arts - Fine Arts & Design: Western State College, Gunnison CO 1982

Profession: Graphic Artist. Owner / Manager of Performance Graphics 1988 to current (originated in Colorado Springs in 1988). Work includes designing logos, using pressure sensitive vinyl to manufacture signs, decals, magnetic signs, banners, vehicle identification, race car graphics, etc. The business is international, with graphics work in all 50 states and 18 countries.

Racing related: Promoter of El Paso County Speedway, organized and coordinated the dirt track racing program, using a staff of 32, from 2007 thru 2014. Current promoter of Honor Speedway, using a staff of 34, from 2017 to current.

Other work related: Current webmaster for websites: minispintracing.com ; 1200outlaws.com: usoma.com . Familiar with

MS Word, MS Excel, MS Publisher, MS PowerPoint, QuickBooks Pro, FrontPage (website building software)

Past work experience: Construction Foreman for Car- Mar Gas from 1982 – 1987 supervising a crew of 21; operated equipment associated with underground utilities work, i.e. Case W-24 & W-36 loaders, Cat 950 loader, John Deere loader, Case 580 backhoe, Drott 1280 excavator, Cat D-5 bulldozer; operated jackhammers; installed gas piping both indoors and outdoors; installed underground water and sewer pipe (both residential and commercial). As a student at Western State College in Gunnison, was a janitor on one wing of a dormitory, responsible for mopping/buffing hallways, cleaning walls, and drinking fountains.

Hobbies: Racing, Snowmobiling, watching racing, collecting 1/12th & 1/18th scale die-cast sprint cars, numismatist.

Racing Affiliations:

President of Colorado 1200 Outlaws: 1994 – 1998, 2001 to 2014.

The Colorado 1200 Outlaws are a group of racers based in Colorado Springs and Denver, and competed at tracks around Colorado, western Kansas, northern New Mexico, Oklahoma, Wyoming, and Utah.

US Outlaw Mini Sprint Association Promoter: 1995 to 2004.

USOMA promoted the 1200cc Dirt Nationals once a year at various locations. The last one held in 2004 was located at Auto Tire & Parts Race Park in Benton, MO.

President and Tech. Director – Pikes Peak Karting Association: 1983 - 1986

Authored numerous racing articles (1995 to current) in Colorado Racing News, Rocky Mountain Motorsports Monthly, Final Lap Magazine, Colorado Dirt Magazine, and Open Wheel Magazine.

Staff writer to WhoWon.com and BigWestRacing.com. 1996 – 2014.

Other Leadership Affiliations:

President of the Colorado High School Girls Gymnastics Judging Assoc.: Dec. 2004 to 2012.

Vice President of Colorado High School Girls Gymnastics Judging Association: Dec. 2001 to Dec.2004.

Area Director for the Pikes Peak Judging Assoc. Aug. 2001 – Aug. 2003.

Colorado High School gymnastics judge for 30 years, including judging numerous CO High School Gymnastics Regional / State meets.

Home Builders Assoc. liaison to El Paso County Regional Building 1985 - 1987

Financial Resources

Alan Davis owns & operates Performance Graphics, established in 1988. A few of the major clients that I produce materials / parts for -- Collins Aerospace (a division of Raytheon Corp.); Boeing Distribution; Delta Airlines, Goodrich Seating, and Cherokee Metropolitan Distr.

In 2022, Performance Graphics produced \$ 108,000 in gross sales / services.

In 2023 Performance Graphics produced \$ 122,000 in gross sales / services.

In 2024, Performance Graphics is projected to produce approx. \$ 145,000 in gross sales / services

Honor Speedway track income -- Gross receipts from the pit passes, and grandstand admissions provide sufficient income to pay all racing purses, advertising expenses, motorsports insurance, port-a-potties, trash service, etc. Any other net proceeds are used to maintain the facility, purchase replacement needs / supplies, and / or make necessary repairs,

2.5 References (1)

Previous location of similar services / similar requirements
Promoter / Race Director 2007 – 2014 at El Paso County Speedway, El Paso County Fairgrounds, Calhan, CO. 80808
Contracted year by year leases with El Paso County / El Paso County Parks Dept.

2.5 References (2)

Appreciation for track.

Yahoo/Inbox

kre Edwards

From:kreracing@yahoo.com

To:adavis_11@yahoo.com

Sun, Apr 21 at 11:49 AM

To whom it may concern,

We are reaching out today in full support of Alan Davis at Honor Speedway. We have been racing at Honor Speedway since the second year it was back open as two family members race. Alan and his entire crew have done so much for racing in southern Colorado and Alan deserves the right to have his contract extended when the next it is an option. If it wasn't for how he has managed the track there would be a lot of local businesses not supporting the track. Alan and his entire crew put a lot of work into giving all of us racers a great place to race. A couple of years ago when rumor had it there was another "local racer" taking over the track there was a lot of discussion between racers and where they will race as the other guy would run off most of the racers. It was a huge relief to hear Alan was awarded the extension. Now it is time again to award Alan with another extension and watch how the sport will continue to grow in Pueblo. Alan not only talks the talk but walks the walk.

Respectfully,

KRE Racing

Edwards Racing

Radical Ink and Vinyl

Ray Edwards 720-668-0163

2.5 References (3)

To whom it may concern,

I am composing this letter in reference to Alan Davis and Honor Speedway.

I have been affiliated with Mr. Davis for the past 6 years. During that time, I have seen how respected Mr. Davis is on and off the track. He always has the safety of each individual, from spectators in the stands to racers in the pits at the forefront. Mr. Davis not only promotes events at Honor Speedway, but he coaches and helps all individuals grow in their particular class. I know for myself, he gave me a place to grow and learn. I have been racing Karts at Honor Speedway. Mr. Davis was the only promotor that invited a karting program and has since been instrumental in growing the program from one racer to 11 at its peak. He has also added classes, bringing in other competitors to not only Honor Speedway but to other tracks in and around the state. To include the Jr. Compact class and the Farm Trucks, which in turn has brought in more spectators to the track. Mr. Davis is strict in his running of the track. He enforces all the rules set forth at the track and in the stands. No alcohol or drugs, use of all safety equipment, no fighting and so much more. Mr. Davis makes the hard decisions when conditions are not favorable to hold a race. Not for fans or drivers. Mr. Davis always has safety staff on quads, a tow truck and ambulance at each event. Never do we take the track before all of that is in place. Mr. Davis has enhanced the lighting on and off the track over the years for better safety as well as the green, yellow and red lights in the turns to give drivers the heads up of the conditions on the track, flagmen are in every corner as well. Mr. Davis is honest and fair, he will listen to any challenge anyone presents to him and make a decision once he has heard all the facts. He has expelled people for not following the rules, fighting and or being aggressive with intent to harm another on the track.

It is my hope that the Mayor and the City of Pueblo continue to allow Mr. Davis to promote and run Honor Speedway for the next several years. He is superb at what he does and is extremely knowledgeable in regards to track prep and racing in general.

Thank you,
Mary Hyde 719-339-3175
81dd Sport Compact

2.5 References (4)

April 24, 2024

To Whom It May Concern

We would like to extend our gratitude and appreciation to Alan Davis for the great job he has done to bring dirt track racing back to Pueblo. In the time Honor Speedway has been open we have seen what was once a track and facility that was unkept and overtaken by vandalism and weeds to what is now a track and facility that Pueblo can be proud of. The improvements Alan has made to the track, including fencing, lighting, track single lights, new planking for spectator bleachers and many other safety upgrades has made the track attractive to drivers and race fans alike. With the enthusiasm Alan brings and the help of friends and volunteers many more improvements can be made as funding allows.

Many friends and volunteers, including us, have rallied around Alan to help with the improvements and promote Honor Speedway. We would like to see Honor Speedway continue under the authority of Alan Davis as he has a great rapport with the car owners, drivers, fans and community alike. People in the city of Pueblo have been long-time motor sports participants and supporters. With Honor Speedway being the only race track still operating in southern Colorado and Alan's ability, knowledge, and passion for dirt track racing makes him the perfect promotor for Honor Speedway.

Being involved with racing most of our lives and our knowledge of how other tracks operate and seeing what Alan has done with the track at Honor Speedway we feel that Alan would be the best fit to continue as the long term promoter at Honor Speedway.

Please feel free to reach out if you have any questions regarding our above statement.

Sincerely,
Russ and Tammie Cortez
1144 E Orchard Dr.
Pueblo West, Co 81007
719-320-3969

2.5 References (5)

To whom it may concern,

My name is Clint Adams, owner of C&K Delivery LLC and Adams Racing, located in Trinidad, CO. I have been in business for myself for 18 years.

Adams Racing encompasses many different classes, such as mini mods, sport mods, and hobby stocks to name a few. We race at every track in Colorado, from Cortez to Holyoke. My 9 year old son, Martin, and my 12 year old daughter, Elena, run in the JR compact class, which Alan Davis created so that the younger generation has a racing program.

Martin is a 2 time track champion at Honor Speedway and I am the State Champion for hobby stock and the Honor Speedway champion.

We have watched Alan Davis and his CRA crew bring Honor Speedway to life, from a place that was overgrown with weeds and everyone had forgotten, to a place that me, and many others like me, call home on Saturday nights. Honor Speedway is the home of all 4 Colorado State Champions for 2023, which is a huge accomplishment. Honor Speedway is not just another racetrack, but is a place where many people from different backgrounds can come together as a family and put on a show for the fans.

Personally, I could not imagine any other individual than Alan Davis running Honor Speedway.

Sincerely,

Clint Adams

Adams Racing

719-680-4100

2.5 References (6)

Daniel Payne

719-641-6211

Apr 22, 2024

To whom it may concern,

My name is Daniel Payne, I have been a local racer in Southern Colorado for the last 30+ years and a driver at Honor Speedway. I am writing this letter to recommend that Alan Davis be granted a contract extension for the operation of Honor Speedway. Alan is trustworthy, honest, and continues to make Honor Speedway better every year. He has the best interest of the drivers, track, and the fans with every decision he makes. Alan is a man of great character and has put a lot of time and energy into this facility to make it the awesome racetrack that it is today. You could make a real argument that it is the best race track in the state and that is because of the year around work that Alan and his team have put into the facility. Please consider that before Alan started working on this racetrack it sat unused and vacant. And now with his continued dedication the track hosts 20 to 30 events a year. I believe it would be in the best interest of all parties involved to extend Alan Davis's contract to operate Honor Speedway. Thank you for your consideration.

2.5 References (7)

April 23, 2024

To whom it may concern:

Hello my name is Anthony J. Martinez, I am writing you today in support for Mr. Alan Davis who is currently in charge of racing Operations at Honor Speedway At PMI in Pueblo Colorado.

I am one of the racing regulars at Honor Speedway, and I would like to bring to your attention of the incredible job Mr. Davis has done at the track and helping keep racing alive in Southern Colorado. I know I speak for all of my racing colleagues as well when I say we hope Mr. Davis can continue to run the track in the future for not only the racers but also for the fans who love this sport. I myself have been coming to races in the Pueblo area since I was a young boy, now I am behind the wheel, and I am excited that I can be a part of this to put on a great show for the fans. Racing has been a favorite in Pueblo Colorado for many years and I hope to see it continue in the years to come.

Mr. Alan Davis is the main reason we get to do this and he has dedicated his time throughout the year to plan, coordinate, schedule and make sure everything is taken care of in a professional manner. Dirt track racing has become very popular all over the country and I hope to see it continue to grow in Pueblo as well. Mr. Davis is the right man for the job and I hope the City of Pueblo recognizes his efforts and will continue to allow him to continue to be in charge of racing operations in the future.

Thank you for your time

Sincerely,

Anthony J. Martinez #19

719-216-7152

A handwritten signature in black ink, appearing to read "Anthony J. Martinez", with a stylized flourish at the end.

2.5 References (8)

Southern Colorado Services & Recycling LLC
1731 N Erie Ave
Pueblo, CO 81001
719-542-6910

Melanie Forcum
Southern Colorado Services & Recycling LLC
1731 N Erie Ave, Pueblo, CO 81001
MelanieF@socorecycling.com
June 21, 2024

Ms. Heather Gramm
City Council
City of Pueblo
Pueblo, Colorado

Dear Ms. Gramm, and City Council

Subject: Recommendation for the Renewal of Lease for Colorado Outlaw Racing Association

I am writing to express our strong support for the renewal of the lease for Colorado Outlaw Racing Association in Pueblo, Colorado. As a dedicated stakeholder in our community, we firmly believe that maintaining and enhancing this valuable asset is crucial for the cultural and economic vitality of our region.

Colorado Outlaw Racing Association has played an integral role in our community for 6 ½ years, providing a unique venue for dirt track racing enthusiasts and spectators alike. The Speedway not only serves as a hub for motorsports enthusiasts but also contributes significantly to the local economy through tourism and related businesses.

Pueblo, Colorado, has a rich tradition in motorsports, and the presence of Honor Speedway adds to the diversity of recreational and entertainment opportunities available to residents and visitors. The Speedway's operations are professionally managed, ensuring a safe and enjoyable experience for all participants and attendees.

Renewing the lease for Colorado Outlaw Racing Association will not only sustain its current positive impact but also allow for further development and improvement of facilities, ensuring its long-term viability. The Speedway's commitment to environmental stewardship and community engagement is commendable, reflecting its dedication to being a responsible corporate citizen.

In conclusion, we urge the City of Pueblo to support the renewal of the lease for Colorado Outlaw Racing Association. The continued presence of this facility is essential for preserving our community's heritage in motorsports and enhancing our reputation as a destination for sports enthusiasts.

Thank you for considering our recommendation. Should you require any further information or clarification, please do not hesitate to contact me at 406-579-1115 or MelanieF@socorecycling.com.

Thank you
Melanie Forcum

2.6 Project Approach

A. The continued goals of the CRA is to provide valued competitive entertainment for the dirt track racing fans that have frequented the Oval Dirt Track facility that we have named Honor Speedway, maintain the facilities for quality racing for all of competitors and promote the dirt track racing I the southern Colorado region.

B. Alan Davis is the administrative manager of the CRA, keeping open the lines of communication between staff, the racers, the fans on a daily basis, communicating with IMCA on a regular basis regarding the Championship Point Standings, invoicing, and billing for the company. The CRA utilizes social media, print media, a website, and a local southern Colorado radio station (KIX 107.5) to promote the facility throughout the racing season.

1. The CRA has been operating the facility for the last 6 ½ years, and will continue to do so while the current contract is in place. Upon receiving a new contract, we will proceed to design the 2025 racing schedule, and a marketing plan for 2025 and beyond. There's several people, including myself, that spend numerous work hours during the week / weekend, providing maintenance, or working on various projects, emptying trash, painting, cleaning the grounds, repairing fencing, etc.

There are numerous projects / goals planned for the future --

- Pursuing funding to build a permanent bathroom facility in the grandstand area.
- Research, & appropriate funding to install an electronic scoring system.
- Building a bathroom in the ticket booth area (underneath the stairs).
- Sheet rocking the ticket booth & score booth walls.
- Add additional security fencing around the south side of the property.
- Continue the search for marketing partners, both locally, state wide, and nationwide.
- Even though we have our own YouTube channel, research the possibility of subscription "Live Streaming".
- Contact and negotiate with Sprint Car / Midget / Late Model sanctioning bodies to compete at Honor Speedway.
- Open additional lines of communication with community organizations, and charity groups to better develop community relations. In the past few seasons, we've held events to support Southern Colorado Care & Share.
- Research & appropriate funding for a pavilion / gazebo style unit, to provide shade while eating.

2. Proposed cost for services.

a. Total cost for services

i. Salaries – Current staff are all volunteers. There are no salaries. The ambulance company currently utilized is a contracted service. Their cost is \$ 200 per hour (approx. \$ 800.00 per event). The Security Group we use are all volunteers.

ii. Insurance – Motorsports Insurance is currently \$ 832 per event

iii. Equipment – current equipment being utilized to maintain the track and property is all loaned equipment from local businesses. Fuel / oil / hydraulic fluid is donated by a local business. Trash service provided by Waste Connections – cost \$ 149.00 per month. Port-A-Potties are currently being used for restroom facilities. Southern Colorado Services (Pueblo) is renting them to the CRA. Weekly maintenance cost is \$ 320 per week. Rise Broadband – wifi - \$ 109.50 month/

iv. Site improvements – A 6 foot tall chain link fence with entry gates was constructed in 2017 along the west property line, surrounding the west parking lot, to separate the property from Bill Dickey Dr., and unimproved areas – cost was over \$ 38,000. Additionally, various fences were installed to keep the public out of the oval track racing property line – combined cost was almost \$ 10,000. Replacement of garage door due to vandalism before 2017 – cost \$ 1300.00 Broken glass windows were replaced in the score booth – donated. Electric power was restored, and Black Hills Energy re-installed the electric meter. New windows were installed in the ticket booth - donated. Lights were replaced / installed in the ticket booth, score booth, and garage building areas - donated. Dilapidated wooden planks were removed and replaced in both of the grandstands – cost – just under \$ 5,000. Almost half of the safety fence surrounding the race track was restored, as 17 of the fence poles had been removed / stolen, and the fence fabric was re-hung – steel pole costs - \$4,000. An underground drain system was installed from the infield to the drainage ditch on the east side of the track to help with rainwater caused flooding – construction by K.W. Swerdfeger Construction – cost \$ 36,0000 plus. Paint for grandstands, race track safety wall, and tires -- \$ 450 per year.

v. Companies & individuals performing volunteer services -- TNT Truck & Trailer Repair; Hanson Excavating; Parker Excavating; Individuals performing volunteer services – Brad Crytser (Tech. Director); Mark Quint (turn 2 flagman); Chase Quint (ATV); Jerry Deming (flagman); Brian Parks (ATV); Brian Huebner (Asst. Tech); Christin Huebner (ticket booth); Brooke (ticket booth); Liz Fletcher (scorekeeping); Dalton / Jacob (security); Chandler Vanlue (track maintenance); Rebecca Conduluci (photographer); Tracy Wright (track clown).

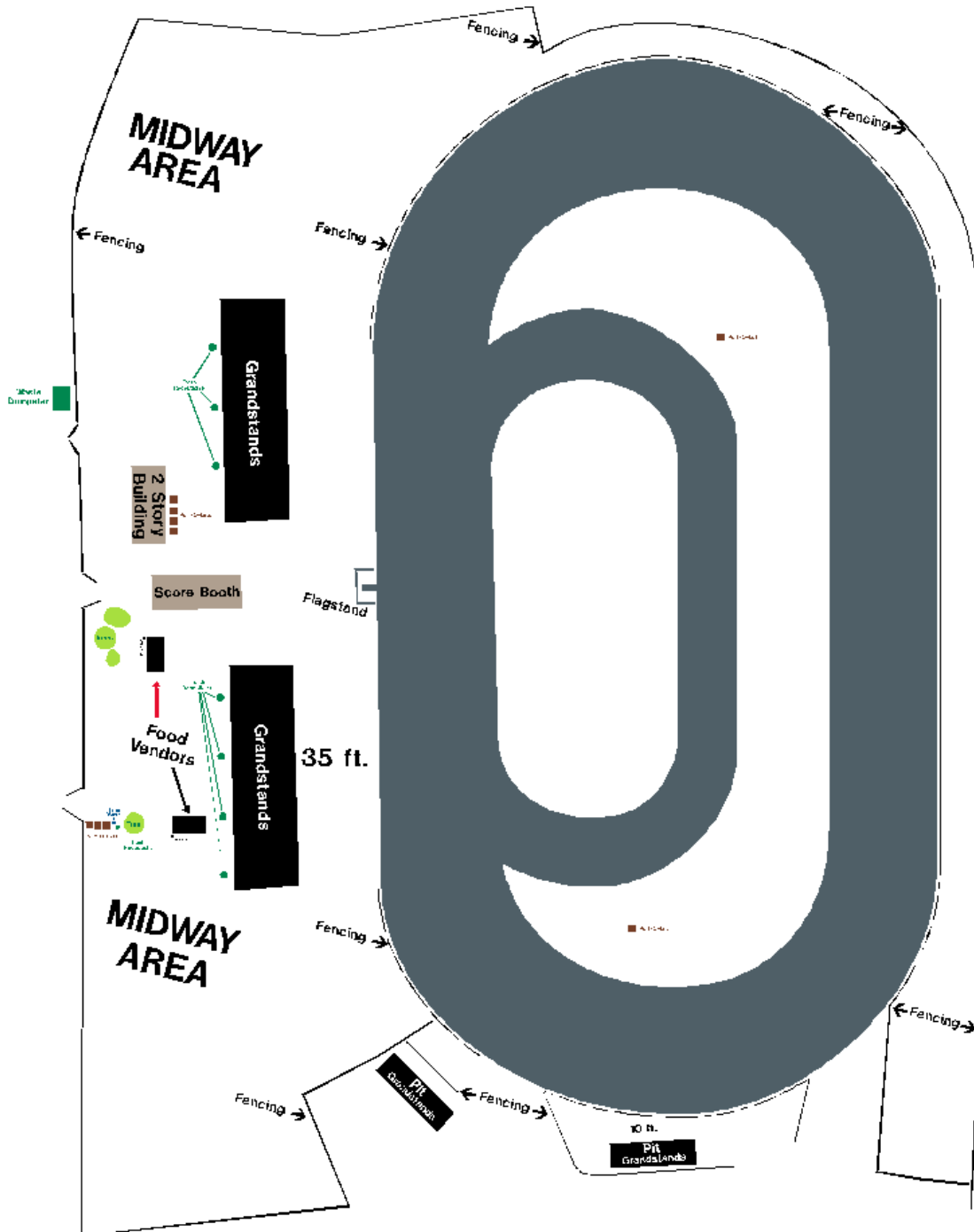
3. Our operation for a safe facility is provided for and maintained by a 2 person professional security staff, and additionally by all staff helping to watch / police / and maintain the entire facility during the racing program.

4. Site plan

- a. The parking area is located on the west side of the property, west of the grandstands, surrounded by a security fence built by the CRA in 2017, by staff and volunteers.
- b. within site plan.
- c. The CRA has been maintaining the property for the last 6 ½ years, providing the mowing, trimming, dragging, and grading that is needed to provide a clean / sanitary environment for the race fans and the racers.

Honor Speedway

3933 N. Pueblo Blvd.



2.7 Compensation

The CRA proposes to pay the City of Pueblo \$ 12,000 per year (\$ 1,000 a month) for the Oval Dirt Track facility lease. These events currently encompass the track, grandstands, grandstand building, 2 story garage building, parking lot(s), and pit area. No other fees, facility or vendor fees will apply.

Once the actual race season has begun, remunerate the City of Pueblo \$ 1.00 per paid grandstand admission for adult / senior / military, and \$.50 per paid child (ages 3 - 12) for grandstand admissions.

3. Scope of Service & Project Requirements

3.1 Objective

CRA will continue to operate, manage and promote the Oval Dirt Track, continuing to be named Honor Speedway

3.2 Scope of Service

- a. CRA will develop a race schedule to host motorsports and assorted / associated events.
- b. Retain all grandstand admission, pit pass, registration fees, sponsorship monies, advertising fees and vendor revenue.
- c. Provide and maintain the required proper motorsports racing insurance with the City of Pueblo listed as additional insured. A copy of the motorsports insurance will be given to the City of Pueblo Parks Dept. to keep on file for their records.
- d. CRA will require, obtain, and keep on file, a copy of all required Health Dept. license(s), and a copy of each vendor's liability insurance certificate (including product liability) and provide a copy of all records to the City Parks office.
- e. If desired, acquire the appropriate liquor sales license, coordinate all liquor sales (only in the grandstand area) during racing events, and remit the appropriate City Sales Tax, as required.

3.3 Additional Project Requirements

Conservation Easement conditions and limitations will be followed as presented / detailed in Sample Lease Agreement.

3.4 Improvements

Upon termination of the Agreement any improvements of a permanent nature will become property of the City.

3.5 Term

This proposed agreement is expected to begin on January 1, 2025 for the term of five (5) years, with a two (2) year option.

4. Evaluation And Award

Reviewed, Confirmed and Accepted

5. Evaluation Criteria

Reviewed, Confirmed and Accepted

6. General Requirements & Information

Reviewed, confirmed and Accepted

7. VENDOR QUESTIONNAIRE

7.1. Confirmation of Offer and Understanding* By confirming below, the Proposer, having carefully read and considered the Request for Proposal (RFP) for the above referenced project, does hereby offer to provide such goods and services on behalf of the City in the manner described and subject to the terms and conditions set forth in the attached RFP. All goods and services shall be provided at the rates set forth in submitted proposal or as negotiated by all involved parties. Proposer acknowledges that the company is qualified to provide these types of goods and services. At any time during the selection and award process, the City may request information substantiating the indicated requirements. Failure to provide this information may result in a proposal being declared non responsive. Proposer acknowledges and accepts that all components of and responses to this RFP will be included and become a part of the final agreement by reference. By confirming below, the Proposer further states that this Proposal is made in good faith and that the prices offered were independently developed and are not founded on, or in consequence of, any collusion, agreement or understanding between themselves or any other interested party. By confirming below, Proposer certifies that they are an officer or duly

authorized agent of the Proposer's company with full power and authority to submit binding offers for the goods or services as specified.

X Please confirm

*Response required

7.2. Name, Title, and Contact Information* Please provide the name, title, and contact information (including phone number and email address) for the person providing the Confirmation of Offer and Understanding.

Alan Davis Race Director Colo. Outlaw Racing Assoc. 18245 State Highway 94 Colo. Springs, CO 80930 (179)683-5638
adavis_11@yahoo.com

*Response required

7.3. Proposal*

Please upload your proposal in response to this RFP. The proposal should mirror the PROPOSAL FORMAT AND REQUIRED RESPONSES section of the Request for Proposal and must include all the items set forth in this section of the RFP.

Agreed - uploaded

*Response required

7.4. Specifications/Agreement Exceptions

7.4.1. SPECIFICATION/AGREEMENT EXCEPTIONS * In the interest of fairness and sound business practice, it is mandatory that you state any exceptions taken by you to our specifications. It should not be the responsibility of the City to ferret out information concerning the materials, which you intend to furnish. 19 Request For Proposal #24-099 Title: Operation, Management, and Promotion of the Oval Dirt Track at the Honor Farm Park and Open Space Property

☐ I DO NOT meet the specifications as listed in this RFP

X I DO meet specifications

*Response required

7.4.2. List Exceptions (if any) to Specifications and Agreement* If you selected "I DO NOT meet..." to the question above, please list your exceptions to the specifications and/or form of agreement in the space below. For exceptions to the form of agreement, list section number with proposed revision. If you selected "I DO meet specifications" to the question above, please enter "None" in the space below. Note: Proposals for goods and/or services not meeting specifications may be considered by the City; however, all deviations must be listed.

None

*Response required

7.5. Has/is this firm or any officer or partner of this firm:

7.5.1. Convicted of a criminal offense* Been convicted of a criminal offense as an incident to obtaining or attempting to obtain a public or private contract or subcontract or in the performance of such contract or subcontract?

☐ Yes X No

*Response required

7.5.2. Convicted under state or federal statutes* Been convicted under state or federal statutes of embezzlement, theft, forgery, bribery, falsification or destruction of records, receiving stolen property, or any other offense indicating a lack of business integrity or honesty which directly affects responsibility as a City contractor?

☐ Yes X No

*Response required

7.5.3. Convicted under state or federal antitrust statutes* Been convicted under state or federal antitrust statutes arising out of the submission of bids or proposals?

☐ Yes ☒ No

*Response required

7.5.4. Failed to perform* Failed to perform or unsatisfactorily performed in accordance with the terms of one (1) or more contracts with public or private entities within the previous five (5) years? 20 Request For Proposal #24-099 Title: Operation, Management, and Promotion of the Oval Dirt Track at the Honor Farm Park and Open Space Property

☐ Yes ☒ No

*Response required

7.5.5. Suspension or Debarment* Currently under suspension or debarment by the City or any other governmental entity which is based upon a settlement agreement or a final administrative or judicial determination issued by a federal, state, or local governmental entity?

☐ Yes ☒ No

*Response required

7.5.6. Unqualified* Unqualified or financially unable to timely perform the work?

☐ Yes ☒ No

*Response required

7.5.7. Unlicensed * Unlicensed or unable to be duly licensed to perform the work on the date of the contract award?

☐ Yes ☒ No

*Response required

7.5.8. Delinquent* Delinquent in making payment of any City taxes for which the tax liability has been finally determined and no further right of appeal exists?

☐ Yes ☒ No

*Response required

7.5.9. Confirmation * By acknowledging and confirming below Proposer affirms that all answers to the above questions are true and binding. If the City finds verifiable information from another source that conflicts with the responses provided, Proposer's submittal will be rejected. Please confirm your acknowledgment of the above statement and questions.

X Please confirm

*Response required

Respectfully submitted this day, August 30, 2024.



Alan Davis
Colorado Outlaw Racing Assoc.
719-683-5638 (wk)
719-337-4295 (cell)

CERTIFICATE OF INSURANCE

(To be added after Agreement is executed by both parties, per Section 12)

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1390542 07/02/2001 01:33P EASE Chris C. Munoz
1 of 18 R 90.00 D 0.00 Pueblo Cty Clerk & Rec

**DEED OF CONSERVATION EASEMENT
HONOR FARM OPEN SPACE & PARK PARCELS
CITY OF PUEBLO**

THIS DEED OF CONSERVATION EASEMENT is granted on this 29th day of June, 2001 by the CITY OF PUEBLO, a municipal corporation, existing under the laws of the State of Colorado, having an address at 1 City Hall Place, Pueblo, CO 81003 ("Grantor") to the STATE OF COLORADO, acting by and through the Department of Natural Resources, for the use and benefit of the Colorado Division of Parks and Outdoor Recreation, having a mailing address of 1313 Sherman Street, Room 618, Denver, CO 80203 ("Grantee"), for the purpose of forever conserving the open space, park and recreation character of the subject property.

RECITALS:

A. Grantor is the sole owner in fee simple of certain real property in Pueblo County, Colorado consisting of 2,353 acres of land described in Exhibit A attached hereto and incorporated herein by this reference (the "Property").

B. The Property presently contains substantially undeveloped natural areas and as such possesses natural, wildlife habitat, scenic, open space, and park values ("Conservation Values") that are important to the Grantor, the people of the City of Pueblo, and the State of Colorado, and are worthy of preservation. The City of Pueblo leased the property from June 26, 1974 until the Property was acquired from the State of Colorado. In addition the State of Colorado has previously granted easements for roads, overhead utility lines and a power transmission station on the property that have visually impacted the general conservation values of the site.

C. The Property is centrally located between the City of Pueblo and the Pueblo West Metropolitan District and will provide an open space buffer and future park site that will meet recreation needs of the City of Pueblo. This Property, in combination with the 1,900 acres to the south owned by the State of Colorado creates a 4,253 acre open space buffer between the City of Pueblo and the Pueblo West Metropolitan District. The Property contains a relatively undisturbed short grass prairie habitat, arroyos, public recreation, and a generally undisturbed buffer to Lake Pueblo State Park.

D. The specific Conservation, Open Space, Park and Recreation Values and other characteristics of the Property are documented in an inventory of relevant features of the Property, dated June 29, 2001, entitled "Conservation Easement Baseline Inventory: Honor Farm Open Space & Park Parcels" and incorporated by this reference ("Baseline Documentation Report"), which consists of reports, maps, photographs, and other documentation. Both Grantor and Grantee acknowledge the Baseline Documentation Report to be complete and accurate as of the date of this Deed. A copy of the Baseline Documentation Report is on file with both the Grantor and Grantee. The Baseline Documentation is intended to serve as an objective information baseline for monitoring compliance with the terms of this easement.

E. Grantor intends that the Conservation, Open Space, Park and Recreation Values of the Property be preserved and maintained by the continuation of land use patterns, including, without limitation, those relating to park and open space areas, and both indoor and outdoor public recreation facilities.

F. Grantee is qualified to hold conservation easements pursuant to Section 38-30.5-104(2), C.R.S., and as certified by a motion of its Board, at its May 25, 2001, meeting, accepts the responsibility of enforcing the terms of this Easement and upholding its conservation purposes forever.

G. Grantee agrees by accepting this grant to honor the intentions of Grantor stated herein and to preserve and protect in perpetuity the Conservation, Open Space, Park and Recreation Values of the Property for the benefit of this generation and generations to come.

NOW, THEREFORE, in consideration of the above and of good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, and the mutual covenants, terms, conditions, and restrictions contained herein, and pursuant to the laws of the State of Colorado, and in particular C.R.S. §§ 38-30.5-101, et. seq., Grantor hereby voluntarily grants, bargains, sells, and QUITCLAIMS to Grantee a conservation easement in perpetuity over the Property of the nature and character and to the extent hereinafter set forth ("Easement").

1. Purpose.

It is the purpose of this Easement to assure that the Property will be maintained forever in an open space and/or park condition and to prevent any use of the Property that will significantly impair or interfere with the Open Space, Park and Recreation Values of the Property. Grantor intends this Easement will confine the use of the Property to such activities, including without limitation, those involving open space, parks, public recreation and indoor and outdoor public recreation facilities and buildings, continuance of the historical operations of the Pueblo Motorsports, Inc. area, the extension of roadways between Pueblo West and the City of Pueblo, and the extension of roadways that provide access to recreation facilities and associated parking areas subject to the uses of the Property permitted hereunder.

2. Rights Conveyed.

To accomplish the purpose of this Easement the following rights are conveyed to Grantee:

- a) To preserve and protect the Conservation, Open Space, Park and Recreation Values of the Property;
- b) To enter upon the Property at reasonable times in order to monitor Grantor's compliance with and otherwise enforce the terms of this Easement; provided that such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not unreasonably interfere with Grantor's use and quiet enjoyment of the Property; and
- c) To prevent any activity on or use of the Property that is inconsistent with the purpose of this Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use.

Consistent Uses.

The following uses and practices by Grantor, though not an exhaustive recital, are consistent with the Easement, so long as (i) notice is given pursuant to Paragraphs 6 and 21 below, if appropriate,

and (ii) all such uses and practices are carried out in a manner consistent with the Management Plan, as periodically amended, as defined below:

- a) Recreation Uses. Members of the general public may utilize the Property for any and all types of indoor and outdoor recreational uses deemed appropriate by Grantor, including but not limited to, hiking, bicycling on existing trails and roads, nature studies, picnicking, model airplane activities and motorized uses on designated courses, roadways and trails. To facilitate these uses, Grantor may use, build, develop, construct, maintain, replace, and repair the following:
 1. Golf Courses.
 2. Landscaped Turfgrass Areas.
 3. Lakes & Ponds.
 4. Regional Sports Complexes.
 5. Campgrounds.
 6. Picnic Areas.
 7. Swimming Facilities/Water Parks.
 8. Recreation Center Facilities.
 9. Outdoor Amphitheaters.
 10. Outdoor Courts.
 11. Wheel Parks. Non-motorized uses including, but not limited to, skateboards, inline skates, and bicycles.
 12. Residential Caretaker Housing.
 13. Parking Areas.
 14. The Pueblo Motorsports Park. Grantor may continue the historical uses, events, and activities of the Pueblo Motorsports Park, Inc. which is currently located on the Property. The Pueblo Motorsports Park, Inc. facilities presently encompass approximately 800 acres of the Property and are used for the purpose of recreational motorsports activities.
- b) Recreation Access Roads. Grantor may construct such roads as may be necessary or desirable to gain access to public recreation facilities. The exact location of said roadways shall be selected by Grantor, at which time Grantor must provide Grantee with an exact legal description of such roadways. The general locations of future public roads are depicted in the Management Plan.
- c) Main Arterial Roads. To construct a maximum of two roads as may be necessary or desirable to gain access from Pueblo West Metropolitan District to Pueblo Boulevard under the terms and

conditions contained herein. The exact location of said roadways shall be selected by Grantor, at which time Grantor must provide Grantee with an exact legal description of such roadways. The general locations of the future roads connecting the Pueblo West area to Pueblo Boulevard are depicted in the Management Plan.

- d) Trails. Members of the general public may utilize trails on the Property for recreation uses deemed appropriate by Grantor.
- e) Signage. Signs may be erected by Grantor on the Property to identify the Property to the general public and notify the public of rules, regulations, and where specific uses are allowed on the Property.
- f) Fencing. Existing fences may be repaired, replaced or removed, and new fences may be built on the Property for public safety, property boundary marking, recreation facility improvements, and natural resource protection purposes.
- g) Underground Utilities. To construct and maintain underground utilities within and across the Property deemed appropriate by Grantor including but not limited to water, sanitary sewer, storm water, electrical, cable television and communication lines. The area disturbed by the installation of the utility shall be restored and revegetated to a condition that is reasonably comparable to the previous condition of the Property.
- h) Public Use. Public use and access to the Property shall be limited and subject to rules and regulations adopted by Grantor.
- i) Existing Easements. Any use or activity permitted or authorized pursuant to easements and rights-of-way existing or granted prior to the date of this Easement are and will continue to be permitted uses and activities.

3. Prohibited Uses.

Any activity on or use of the Property inconsistent with the purpose of this Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses area expressly prohibited:

- a) Construction of Buildings and Other Structures. The construction of any building or other structure is prohibited, except for those structures described in paragraph 3 above.
- b) Removal of Vegetation. It is the intent of this Easement that the vegetation within the open space/natural areas on the Property remains in a substantially natural condition. However, trees and shrubs may be cut to control insects and disease, to control invasive non-native species, to promote habitat and tree and shrub growth, and to prevent personal injury and property damage. In addition, vegetation may be removed within areas developed for public recreation facilities and roads as described in paragraph 3 above.
- c) Noxious Weeds. The infestation of noxious weeds on the Property is prohibited. For the purposes of this Easement noxious weeds are defined as those weeds designated pursuant to

- d) Storage of Trash or Other Materials. The dumping or uncontained accumulation of any kind of trash or refuse on the Property, in addition to the trash and refuse identified in the Baseline Inventory Report, is prohibited, not including those trash bins associated with areas developed for public recreation facilities as described in paragraph 3 above.
- e) Mining. The mining or extracting of soil, sand, gravel, rock, oil, natural gas, coal, fuel or any other mineral substance is prohibited.
- f) Roads, Paving. Except for those roads allowed pursuant to Paragraph 3 above, no new roads shall be constructed on the Property.
- g) Commercial Uses. Commercial uses shall not be allowed on the Property, except those uses that are provided as a service to the public recreation facilities, events, and activities described in paragraph 3 above. Commercial uses such as concession stands, pro shops, and gift shops associated with developed recreation facilities described in paragraph 3 above are allowed. Commercial uses such as hotels and lodging facilities, convenience stores, retail and grocery stores, hospitals and care centers shall not be allowed on the Property.
- h) Residential Development. Residential housing units, townhomes, apartments, or other private or public housing developments, except for caretaker and dormitory facilities described in paragraph 3 above, are prohibited.
- i) Above Ground Utility Easements. Above ground public or private utilities including but not limited to electrical transmission lines, antennas, radio and television telecommunication towers shall not be allowed on the Property, except existing and future improvements allowed within pre-existing utility easements, and utility boxes and equipment cabinets, no greater than four feet in height and 36 square feet of gross floor area, deemed appropriate by Grantor that serve or benefit park and recreation facilities.
- j) Public Motorized Use. Motorized use by the public on the Property, except on designated roads and trails, is prohibited. This clause does not limit the right of Grantor and the Grantee to use motorized vehicles on the Property for management and emergency purposes.
- k) Other Motorized Use. Within the limits of the Grantor's authority, Grantor shall not authorize motorized access by adjacent private property owners across the Property to access their properties.

5. Land Management Plan.

The property shall be operated and managed in accordance with a land management plan prepared by Grantor (the "Management Plan"), which shall conform to the provisions of this Easement. The parties hereto acknowledge that by mutual agreement a Management Plan titled "Honor Farm Open Space and Park Parcels Management Plan", will be completed and approved by the City of Pueblo City Council on or before October 1, 2001. The Management Plan shall be updated no less frequently than every five years. Grantor shall notify Grantee prior to undertaking any amendments, revisions, or updates to the Management Plan. Grantor shall provide Grantee with copies of any proposed changes to

the Management Plan. Grantor shall also provide Grantee a final draft version of any proposed changes to the Management Plan prior to formal adoption by Grantor. The purpose of such notifications is to afford Grantee the opportunity to ensure the proposed changes to the Management Plan conform with the provisions of this Easement. Grantee shall provide written comments to Grantor within thirty (30) days after it has reviewed the proposed changes to the Management Plan. These comments should reflect Grantee's opinion as to the conformity of the proposed changes to the provisions of this Easement. Grantee's failure to provide written comments to Grantor within thirty (30) days after receipt of any proposed change to the Management Plan shall constitute Grantee's acceptance and consent thereto.

6. Notice of Intention to Undertake Certain Permitted Actions.

Grantor shall notify Grantee prior to undertaking construction on the Property of any roads, buildings, or other facilities. The purpose of requiring Grantor to notify Grantee prior to undertaking construction activities is to afford Grantee an opportunity to review so that the activities in question are designed and carried out in a manner consistent with the purpose of this Easement. Whenever notice is required, Grantor shall notify Grantee in writing not less than sixty (60) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Easement. Grantee's failure to provide written comments to Grantor within thirty (30) days after receipt of any proposed construction on the Property shall constitute Grantee's acceptance and consent thereto.

7. Responsibilities of Grantor and Grantee Not Affected.

Other than as specified herein, this Easement is not intended to impose any legal or other responsibility on Grantee, or in any way to affect any existing obligation of Grantor as owner of the Property. Among other things, Grantor shall continue to be solely responsible for the upkeep and maintenance of Property, to the extent it may be required by law. Grantee shall have no obligation for the upkeep or maintenance of the Property.

8. Enforcement.

Grantee shall have the right to prevent and correct or require correction of violations of the terms and purposes of this Easement. With reasonable advance notice to Grantor, Grantee may enter the Property for the purpose of inspecting for violations. If Grantee finds what it believes is a violation, Grantee shall immediately notify Grantor in writing of the nature of the alleged violation. Upon receipt of this written notice, Grantor shall either (a) restore the Property to its condition prior to the violation or (b) provide a written explanation to Grantee of the reason why the alleged violation should be permitted. If the condition described in clause (b) above occurs, both parties agree to meet as soon as possible to resolve this difference. When, in Grantee's opinion, an ongoing or imminent violation could irreversibly diminish or impair the Conservation Values of the Property, Grantee may, at its discretion, take appropriate legal action. Grantor shall discontinue any activity which could increase or expand the alleged violation during the informal discussion process. Should informal discussions fail to resolve the dispute, Grantee may, at its discretion, take appropriate legal action. If a court with jurisdiction determines that a violation which could irreversibly diminish or impair the Conservation Values of the Property is imminent, exists, or has occurred, Grantee may get an injunction to stop it, temporarily or permanently. A court may also issue an injunction to require Grantor to restore the Property to its condition prior to any such violation.

9. Grantee's Discretion

Enforcement of the terms of this Easement shall be at the discretion of Grantee, and any forbearance by Grantee to exercise its rights under this Easement in the event of any breach of any term of this Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Easement or of any of Grantee's rights under this Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

10. Waiver of Certain Defenses.

Grantor hereby waives any defense of laches, estoppel, or prescription provided any action to enforce a violation of this Easement must be brought within six (6) years from the date of such violation.

11. Acts Beyond Grantor's Control.

Nothing contained in this Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Conservation Values of the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, vandalism, acts of God or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property or the public resulting from such causes.

12. Costs and Liabilities.

As to Grantee, Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate comprehensive general liability insurance coverage, and the cost of controlling noxious weeds. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

13. Taxes.

Grantor shall pay before delinquency any and all real property taxes, assessments, fees, and charges of whatever description lawfully levied on or assessed against the Property by competent authority (collectively "taxes"), including any such taxes imposed upon or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

14. Hold Harmless.

To the extent authorized by law, Grantor shall hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the heirs, personal representatives, successors, and assigns of each of them (collectively "Indemnified Parties") from and against all liabilities, penalties, costs, losses, damages, expenses, causes of action, claims, demands, or judgments, including, without limitation, reasonable attorney's fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due to the negligence of any of the Indemnified Parties; and (2) the presence or release of hazardous or toxic substances on, under or about the Property occurring on or after the date

of this Easement. For the purpose of this paragraph, hazardous or toxic substances shall mean any hazardous or toxic substance which is regulated under any federal, state or local law.

15. Reconfiguration of Easement.

Portions of the Property may be deleted from this Easement at the request of the Grantor provided that property equal or greater in monetary value than said deleted property subject to this Easement is simultaneously brought into and burdened by this Easement as replacement for the deleted property. Such replacement property must be located within the NW¼ SECTION 15-T20S-R65W west of Pueblo Boulevard; SE¼ SECTION 17- T20S-R65W; SECTION 20-T20S-R65W; W½/NW¼ SECTION 21-T20S-R65W. The areas of Grantor's property that may be deleted from the Easement subject to the above provisions, along with the private lands that must be incorporated into the Easement as replacement, are depicted in Exhibit B, Reconfiguration Map. Any reconfiguration of the Easement shall require the filing of an amended Deed of Conservation Easement in the Office of the Clerk and Recorder of Pueblo County. Such amendment shall be done in conformance with the requirements of paragraph 23 J. below.

16. Change in Circumstances.

The fact that any use of the Property that is expressly prohibited by this Easement, or any other use as determined to be inconsistent with the purpose of this Easement, may become greatly more economically valuable than permitted uses, or that neighboring properties may in the future be put entirely to uses that are not permitted hereunder, has been considered by Grantor in granting this Easement. It is Grantor's belief that any such changes will increase the benefit to the public of the continuation of this Easement, and it is the intent of both Grantor and Grantee that any such changes should not be assumed to be circumstances justifying the extinguishment or termination of this Easement.

17. Division of Proceeds Between the Grantor and Grantee.

The rights of Grantee created by this Easement constitute a real property interest vested in Grantee. In the event of condemnation of the Property or extinguishment of the Easement, the values of Grantee's and Grantor's interests in the Property shall be computed as follows:

- a) If all or any portion of the Property is being sought by an entity that has the power of condemnation, the fair market value of the Property unencumbered by this Easement minus any increase in value after the date of this Easement attributable to improvements shall be determined by the court in the condemnation proceeding, or by the agreement of Grantor, Grantee, and the condemning entity.
- b) If all or any portion of the Easement is being extinguished, the fair market value of the Property unencumbered by this Easement minus any increase in value after the date of this Easement attributable to improvements shall be determined by the agreement of Grantor and Grantee, but if the parties cannot agree, by an appraisal completed by a mutually acceptable licensed appraiser.
- c) Once the fair market value of the Property as if unencumbered by this Easement has been established pursuant to the above, the value of Grantor's and Grantee's respective interests in the Property shall be a percent of the fair market value of the Property as if unencumbered by this Easement as follows:



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- j) Grantor's interest shall be thirty percent (30%), minus an increase in value after the date of this Easement attributable to improvements.
- ii) Grantee's interest shall be seventy percent (70%).

18. Condemnation. If the Property is taken, in whole or in part, by exercise of the power of eminent domain, or if the Easement is extinguished or terminated and the Property is subsequently sold or exchanged, Grantee shall be entitled to compensation for the value of their respective interests, in accordance with applicable law, as determined pursuant to paragraph 17 above.

19. Assignment.

This Easement is transferable, but Grantee may assign its rights and obligations under this Easement only to an organization that is authorized to acquire and hold conservation easements under Colorado law. As a condition of such transfer, the deed or any other legal instrument by which Grantee transfers its rights and obligations herein shall require that the conservation purposes that this Easement is intended to advance continue to be carried out. In no event shall this requirement be interpreted to obligate Grantee to guarantee or assure that the transferee meet Grantee's obligations as stated in this Easement. Any transfer allowed herein shall release Grantee from all liability pursuant to this Easement arising after such transfer.

20. Subsequent Transfers

Grantor agrees to incorporate the terms of this Easement in any deed or other legal instrument by which they divest themselves of any interest in all or a portion of the Property, including, without limitation, a leasehold interest. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least sixty (60) days prior to the date of such transfer. The failure of Grantor to perform any act required by this paragraph shall not impair the validity of this Easement or limit its enforceability in any way.

In the event the Property is transferred to an entity or person whose property is not exempt from taxation, the transferee as subsequent owner shall pay before delinquency all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Property by competent authority (collectively "taxes"), including any taxes imposed upon, or incurred as a result of, this Easement, and shall furnish Grantee with satisfactory evidence of payment upon request.

21. Notices.

Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To the Grantor:

City of Pueblo Planning & Development Department
211 East D Street
Pueblo, CO 81003

City Manager
1 City Hall Place
Pueblo, CO 81003


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To the Grantee:

Colorado Division of Parks and Outdoor Recreation
1313 Sherman Street, Room 618
Denver, CO 80203
Attn: Real Estate Section

Lake Pueblo State Park
640 Pueblo Reservoir Road
Pueblo, CO 81005
Attn: Park Manager

or to such address as either party from time to time shall designate by written notice to the other.

22. Recordation.

Grantor shall record this instrument in timely fashion in the official records of Pueblo County, and Grantee may re-record it at any time as may be required to preserve its rights in this Easement.

23. General Provisions.

A. Controlling Law.

The interpretation and performance of this Easement shall be governed by the laws of the State of Colorado.

B. Liberal Construction.

Any general rule of construction to the contrary notwithstanding, this Easement shall be liberally construed in favor of the grant to effect the purpose of this Easement and the policy and purpose of C.R.S. §§ 38-30.5-101. Et seq. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

C. Severability.

If any provision of this Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

D. Entire Agreement.

This instrument sets forth the entire agreement of the parties with respect to the Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to the Easement, all of which are merged herein.

E. No Forfeiture.

Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

F. Successors.

The covenants, terms, conditions, and restrictions of this Easement shall be binding upon, and inure to the benefit of, the parties hereto and their respective personal representatives, heirs, successors, and assigns and shall continue as a servitude running in perpetuity with the Property.

G. Termination of Rights and Obligations.

A party's rights and obligations under this Easement terminate upon transfer of the party's interest in the Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

H. Captions.

The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.

I. Amendment.

If the circumstances arise under which an amendment to or modification of this instrument would be appropriate, Grantor and Grantee are free to jointly amend this instrument; provided that no amendment shall be allowed that will affect the qualifications of this instrument under any applicable laws. Any amendment must be consistent with the conservation purposes of this instrument and may not affect its perpetual duration. Any amendment must be in writing, signed by both parties, and recorded in the records of the Pueblo County Clerk & Recorder.

J. Termination of the Division of Parks and Outdoor Recreation.

In the event the Colorado Division of Parks and Outdoor Recreation is terminated or merged into another entity, the rights and obligations of the Colorado Division of Parks and Outdoor Recreation hereunder shall be assigned to and assumed by such other entity as provided by law, but in the absence of such direction, by the Colorado Department of Natural Resources or its successor.

K. *Governmental Immunity.*

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Grantor and Grantee ~~does~~ not intend to waive by any provision of this Easement the monetary limitation or any other rights, immunities or protections provided by the Colorado Governmental Immunity Act, Section 24-10-101, et seq., C.R.S., as amended or any other law, either statutory or common law.

L. *Venue.*

Pueblo, County, Colorado shall be the only appropriate venue for any action or dispute arising from this Easement.

N. *Third Parties.*

This Easement does not, and shall not be deemed to confer upon any third party any right to claim damages or to bring suit, or other proceeding against either party because of any term contained herein.

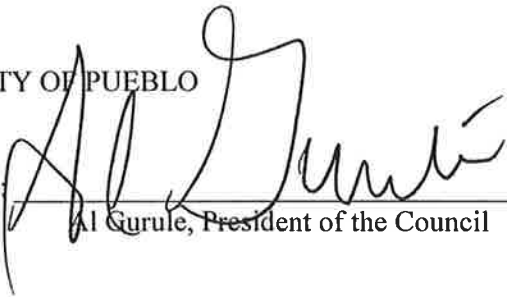
24. **Acceptance.**

Grantee hereby accepts without reservation the rights and responsibilities conveyed by this Deed of Conservation Easement.

TO HAVE AND TO HOLD, this Deed of Conservation Easement unto Grantee, its successors and assigns, forever.

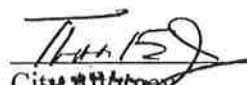
IN WITNESS WHEREOF, Grantor and Grantee, intending to legally bind themselves, have set their hands on the date first written above.

CITY OF PUEBLO

By: 

Al Gurule, President of the Council

APPROVED AS TO FORM:


City Attorney

TEST
By: 
City Clerk

STATE OF COLORADO)
)
County of Pueblo)

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The foregoing instrument was acknowledged before me this 29th day of
June, 2001, by Al Gurule.

My commission expires June 26, 2003. Witness my hand and official seal.



[Signature]
Notary Public

ACCEPTED:

STATE OF COLORADO
COLORADO DIVISION OF PARKS AND
OUTDOOR RECREATION

By: [Signature]
Tom Kenyon, Acting Director

STATE OF COLORADO)
)
County of Pueblo)

The foregoing instrument was acknowledged before me this 29th day of
June, 2001, by Tom Kenyon, Acting Director.

My commission expires My Commission Expires March 19, 2003. Witness my hand and official seal.



[Signature]
Notary Public

EXHIBIT A

LEGAL DESCRIPTION:

A TRACT OF LAND LOCATED IN SECTION 16, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 16; THENCE S89°41'01"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 16, A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S89°41'01"W CONTINUING ALONG SAID SOUTH LINE OF THE SOUTHEAST QUARTER, A DISTANCE OF 2236.23 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 16;
2. THENCE S89°41'03"W ALONG THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 2635.71 FEET TO THE SOUTHWEST CORNER OF SAID SECTION 16;
3. THENCE N01°22'16"W ALONG THE WEST LINE OF THE SOUTHWEST QUARTER OF SAID SECTION 16, A DISTANCE OF 2636.63 FEET TO THE WEST QUARTER CORNER OF SAID SECTION 16;
4. THENCE N89°45'31"E ALONG THE EAST-WEST CENTERLINE OF SAID SECTION 16, A DISTANCE OF 1973.66 FEET TO THE WEST LINE OF THE EAST 1/2 OF THE EAST 1/2 OF THE NORTHWEST QUARTER OF SAID SECTION 16;
5. THENCE N01°23'24"W ALONG SAID WEST LINE, A DISTANCE OF 2652.24 FEET TO THE NORTH LINE OF SAID SECTION 16;
6. THENCE S89°57'17"E ALONG SAID NORTH LINE, A DISTANCE OF 99.23 FEET TO THE NORTHWEST CORNER OF A TRACT OF LAND AS RECORDED IN BOOK 1501 AT PAGE 57 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING TWO (2) COURSES FOLLOW THE WESTERLY AND SOUTHERLY BOUNDARY OF SAID TRACT RECORDED IN BOOK 1501 AT PAGE 57:

7. THENCE S00°02'43"W A DISTANCE OF 50.00 FEET;
8. THENCE S89°57'17"E A DISTANCE OF 229.83 FEET TO A POINT ON THE SOUTHERLY LINE OF PARCEL NO. 239 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING FIVE (5) COURSES FOLLOW SAID SOUTHERLY LINE OF PARCEL NO. 239 RECORDED IN BOOK 1853 AT PAGE 624:

9. THENCE S71°15'05"E A DISTANCE OF 230.71 FEET;
10. THENCE S71°44'35"E A DISTANCE OF 869.20 FEET TO A NON-TANGENT CURVE TO THE LEFT;
11. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 11634.20 FEET, A DELTA ANGLE OF 04°23'28", AN ARC LENGTH OF 891.62 FEET, WHOSE LONG CHORD BEARS S77°44'05"E A DISTANCE OF 891.40 FEET;
12. THENCE S81°07'05"E A DISTANCE OF 722.00 FEET;
13. THENCE S61°42'05"E A DISTANCE OF 386.20 FEET TO THE EAST LINE OF THE NORTHEAST QUARTER OF SAID SECTION 16;
14. THENCE S01°35'42"E ALONG SAID EAST LINE, A DISTANCE OF 867.26 FEET TO THE MOST NORTHERLY POINT OF PARCEL NO. 39 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;

THE FOLLOWING THREE (3) COURSES FOLLOW THE WESTERLY LINE OF SAID PARCEL NO. 39 RECORDED IN BOOK 1853 AT PAGE 624:

15. THENCE S16°24'33"W A DISTANCE OF 358.50 FEET;
16. THENCE S09°48'33"W A DISTANCE OF 1138.60 FEET;

17. THENCE S00°01'03"W A DISTANCE OF 2055.36 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.
THE ABOVE TRACT OF LAND CONTAINS 461.53 ACRES, MORE OR LESS.

AND:
THE SW 1/4 OF SECTION 17, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND:
THE S 1/2 OF SECTION 18, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND:
THE N 1/2; THE N 1/2 OF THE SW 1/4; THE N 1/2 OF THE SE 1/4; AND THE SE 1/4 OF THE SE 1/4, ALL IN SECTION 19, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND:
THE NW 1/4; THE N 1/2 OF THE NE 1/4; THE SE 1/4 OF THE NE 1/4; THE E 1/2 OF THE SE 1/4; AND THE SW 1/4 OF THE SE 1/4, ALL IN SECTION 20, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO.

AND:
THE NW 1/4; THE SW 1/4 OF THE NE 1/4; THE E 1/2 OF THE SW 1/4; THE SW 1/4 OF THE SE 1/4, ALL IN SECTION 21, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, ALONG WITH A TRACT OF LAND LOCATED IN THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 21; THENCE S89°18'06"W ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 400.00 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S89°18'06"W CONTINUING ALONG THE SOUTH LINE OF THE SOUTHEAST QUARTER OF SAID SECTION 21, A DISTANCE OF 915.83 FEET TO THE SOUTHWEST CORNER OF THE SE 1/4 OF THE SE 1/4 OF SAID SECTION 21;
2. THENCE N00°34'49"W ALONG THE WEST LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 1319.07 FEET TO THE NORTHWEST CORNER OF SAID SE 1/4 OF THE SE 1/4;
3. THENCE N89°21'02"E ALONG THE NORTH LINE OF SAID SE 1/4 OF THE SE 1/4, A DISTANCE OF 966.33 FEET TO THE NORTHWEST CORNER OF PARCEL NO. 35 RECORDED IN BOOK 1853 AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY;
4. THENCE S01°36'49"W ALONG THE WEST LINE OF SAID PARCEL NO. 35 RECORDED IN BOOK 1853 AT PAGE 624, A DISTANCE OF 1319.32 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED PARCEL CONTAINS 28.49 ACRES, MORE OR LESS.

AND:
A TRACT OF LAND LOCATED IN THE N 1/2 OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN, COUNTY OF PUEBLO, STATE OF COLORADO, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHEAST CORNER OF SAID SECTION 28; THENCE S89°18'06"W ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 400.00 FEET TO A POINT ON THE WEST LINE OF PARCEL NO. 35 RECORDED IN BOOK 1853

AT PAGE 624 OF THE RECORDS OF SAID PUEBLO COUNTY, SAID POINT BEING THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION:

1. THENCE S03°46'43"E ALONG THE WEST LINE OF SAID PARCEL NO. 35 AS RECORDED IN BOOK 1853 AT PAGE 624, A DISTANCE OF 1741.94 FEET TO THE NORTHERLY RIGHT-OF-WAY LINE OF THE RELOCATED DENVER AND RIO GRANDE WESTERN RAILROAD CO. AS RECORDED IN BOOK 2121 AT PAGE 698 OF THE RECORDS OF SAID PUEBLO COUNTY, SAID POINT BEING ON A NON-TANGENT CURVE TO THE LEFT;

THE FOLLOWING SIX (6) COURSES FOLLOW SAID NORTHERLY RIGHT-OF-WAY LINE OF THE RIO GRANDE WESTERN RAILROAD CO. AS RECORDED IN BOOK 2121 AT PAGE 698:

2. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 3364.17 FEET, A DELTA ANGLE OF 42°27'56", AN ARC LENGTH OF 2493.40 FEET, WHOSE LONG CHORD BEARS S89°32'10"W A DISTANCE OF 2436.72 FEET;
3. THENCE S67°48'08"W A DISTANCE OF 517.08 FEET TO A NON-TANGENT CURVE TO THE LEFT;
4. THENCE ALONG THE ARC OF SAID CURVE TO THE LEFT WITH A RADIUS OF 3399.17 FEET, A DELTA ANGLE OF 11°08'42", AN ARC LENGTH OF 661.20 FEET, WHOSE LONG CHORD BEARS S53°58'57"W A DISTANCE OF 660.16 FEET;
5. THENCE S47°40'58"W A DISTANCE OF 102.87 FEET;
6. THENCE S46°48'23"W A DISTANCE OF 100.97 FEET;
7. THENCE S46°38'57"W A DISTANCE OF 89.75 FEET;

8. THENCE N01°14'08"W A DISTANCE OF 2498.28 FEET TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28;
9. THENCE N89°18'40"E ALONG THE NORTH LINE OF THE NORTHWEST QUARTER OF SAID SECTION 28, A DISTANCE OF 1371.97 FEET TO THE NORTH QUARTER CORNER OF SAID SECTION 28;
10. THENCE N89°18'06"E ALONG THE NORTH LINE OF THE NORTHEAST QUARTER OF SAID SECTION 28, A DISTANCE OF 2231.66 FEET TO THE TRUE POINT OF BEGINNING OF THIS DESCRIPTION.

THE ABOVE DESCRIBED TRACT OF LAND CONTAINS 145.29 ACRES, MORE OR LESS.

BASIS OF BEARINGS FOR THESE DESCRIPTIONS IS THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 28, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH P.M., WHICH IS ASSUMED TO BEAR N01°14'08"W, FROM THE WEST QUARTER CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP), TO THE NORTHWEST CORNER OF SAID SECTION 28 (A 3 1/4" BLM BRASS CAP).

THE FOREGOING DESCRIPTION WAS PREPARED BY:

RAYMOND JOSEPH PECHEK PLS 24964

FOR AND ON BEHALF OF URS

9960 FEDERAL DRIVE, SUITE 300

COLORADO SPRINGS, COLORADO 80921

(719) 531-0001

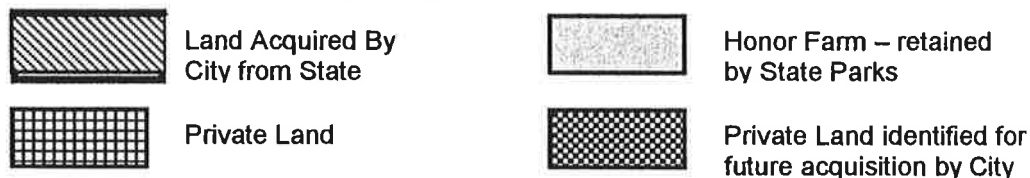
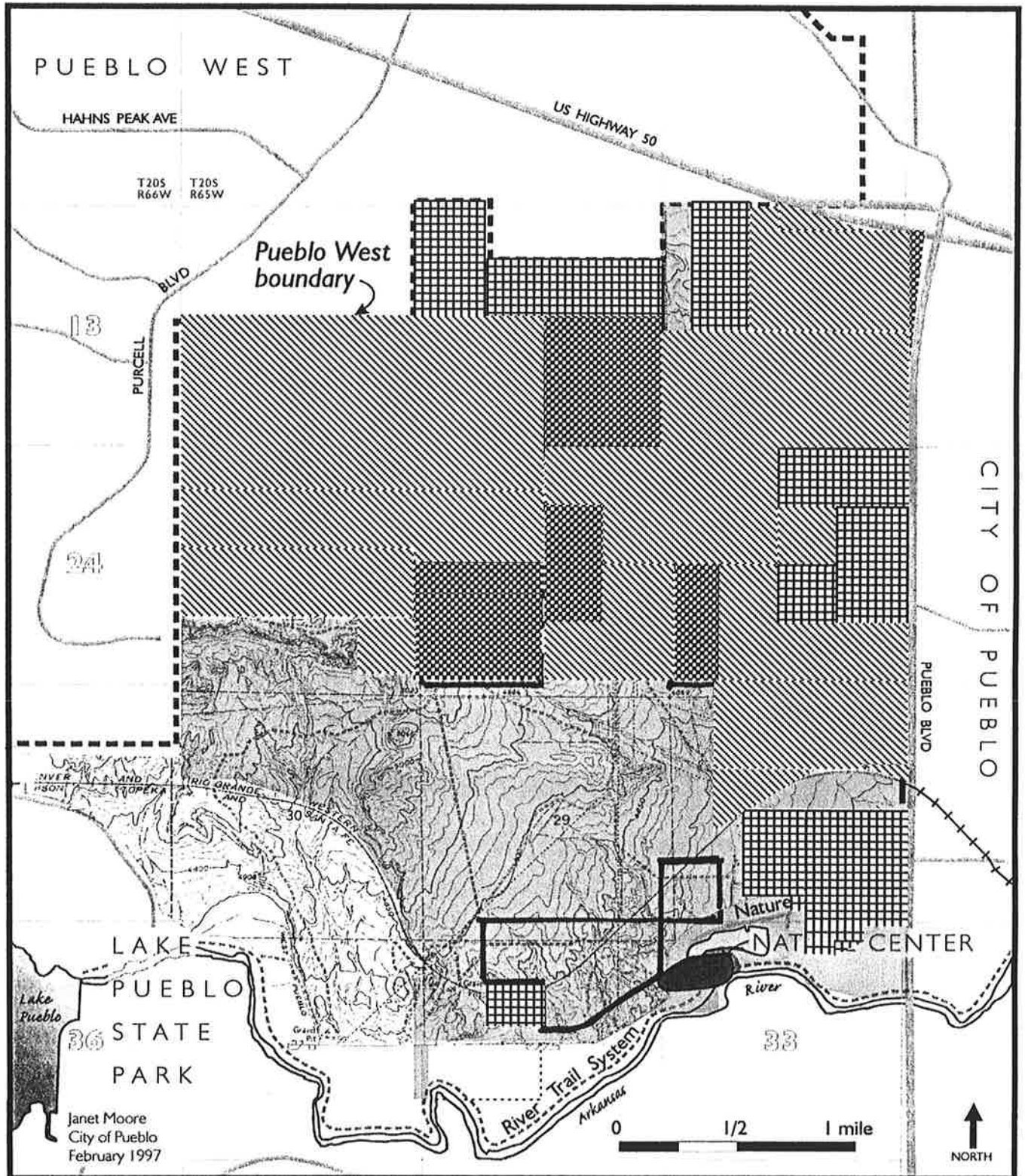
JUNE 18, 2001

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Exhibit B

Reconfiguration Map

City of Pueblo State Honor Farm Property



**A LEASE AND MANAGEMENT AGREEMENT BETWEEN
THE CITY OF PUEBLO, A MUNICIPAL CORPORATION,
AND THE COLORADO OUTLAW RACING ASSOCIATION,
LLC FOR CERTAIN FACILITIES AT THE HONOR FARM
PARK AND OPEN SPACE OVAL TRACK AREA**

This Agreement ("Agreement") is made and entered into this 10th day of March 2025, by and between the City of Pueblo acting by and through its Honor Farm Properties Enterprise (hereinafter referred to as "City"), and the Colorado Outlaw Racing Association, LLC (hereinafter referred to as "Operator") (each individually a "Party" and together the "Parties").

RECITALS

WHEREAS, the City owns certain real property known as the Honor Farm Park & Open Space Oval Track Area, located at 3933 North Pueblo Boulevard, Pueblo, Colorado 81008 (the "Track"); and

WHEREAS, Operator has experience managing and conducting motor sports events and desires to lease the Track and manage, use, and operate certain facilities at the Track for the purpose of conducting motor sports events; and

WHEREAS, City is willing to enter into this Agreement to permit Operator to lease the Track and manage, use and operate certain facilities at the Track for the purpose of conducting motor sports events at the Honor Farm Park & Open Space Dirt Oval Track Area in accordance with and subject to the terms and conditions of this Agreement;

NOW, THEREFORE, in consideration of the mutual promises and agreements of the parties hereto, and for other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

TERMS AND CONDITIONS

1. **DEFINITIONS.** As used herein, the following words and phrases shall have the following meanings:

(a) "Director" means the City's Director of Parks and Recreation, or any person that the Director of Parks and Recreation may authorize to act in his stead.

(b) "Leased Premises" means and includes all of the facilities, tracks, buildings, and land included within that area of the Track outlined in red on the map and/or aerial photo attached to this Agreement as Exhibit A. No event shall be conducted outside the leased boundary on the Honor Farm property without the prior written approval of the City.

(c) "Physical Facilities" shall mean the buildings, parking lots, tracks, plumbing system, heating system, and electrical system located on the Leased Premises.

(d) "Profit" shall mean adjusted gross income reported on Operator's annual Federal Tax Return.

(e) "Sponsorship Contract" means any contractual arrangement in which a third-party business pays for the right to have its product used or sold at the Leased Premises, or to place advertising signs, banners, and other materials at the Leased Premises.

2. EXHIBITS TO AGREEMENT.

- (a) The following exhibits are attached and incorporated as part of this Agreement:

Exhibit A: Area Map with marked perimeter designating the Leased Premises,
Honor Farm Map, Dirt Oval Track Facility Map

Exhibit B: Request for Proposal for Project No. 24-099

Exhibit C: Certificate of Insurance

Exhibit D: PERA Questionnaire

Exhibit E: Conservation Easement

- (b) In the event of any conflict between the terms of this Agreement and any Exhibit made a part of this Agreement, the Terms and Conditions of this Agreement shall take precedence and control over all Exhibits.

3. GRANT OF EXCLUSIVE RIGHT TO OCCUPY AND OPERATE LEASED PREMISES.

- (a) City grants to Operator the exclusive right to occupy, use, manage, and operate the Leased Premises in order to conduct motor sports events, subject to:

(1) The City's right to enter the Leased Premises with or without notice to Operator to inspect the premises, and to perform major repairs. City will use good faith efforts to notify Operator of its need to enter the Leased Premises.

(2) The City's right to review and approve any and all Sponsorship Contracts as set forth in Section 9 of this Agreement;

(3) The City's right to inspect the Operator's records, including but not limited to sales receipts, inventory lists, equipment logs, third party Release Agreements, purchase orders, payroll, financial records, tax returns and bank statements, or any subcontractor contracted by Operator to work, manage, or operate all or a portion of the Leased Premises. Any subcontract agreement must include a provision reserving this right to the City;

(4) Operator holding, operating and/or managing a guaranteed minimum number of twelve (12) racing events (motorcycle or auto) on the Leased Premises.

4. TERM.

- (a) The initial Term of this Agreement shall commence on March 10, 2025, and end on December 31, 2029 ("Term") unless sooner terminated pursuant to the terms of this Agreement.

(b) The term of this Agreement may be extended for an additional two-year term, following the Term or any subsequent renewal term, upon the mutual agreement of the parties in writing within one hundred and twenty (120) days prior to the expiration of the then current term. Any extension beyond the original term of this Agreement is contingent upon the parties negotiating in good faith any changes to the terms of this Agreement. No extension shall be effective until it is reduced to writing and signed by both parties.

5. RENT.

(a) **Base Rent.** Operator shall pay to the City without notice, offset, or deduction a base rent for the Leased Premises as follows, except as provided in paragraphs 5(a)(2) and 13(b) herein:

(1) Yearly Rental Rates:

A.	Year 1 (March 10, 2025 - December 31, 2025)	\$12,000.00
B.	Year 2 (January 1, 2026 - December 31, 2026)	\$12,000.00
C.	Year 3 (January 1, 2027 - December 31, 2027)	\$12,000.00
D.	Year 4 (January 1, 2028 - December 31, 2028)	\$12,000.00
E.	Year 5 (January 1, 2029 - December 31, 2029)	\$12,000.00

(2) The Base Rent for Year 1 shall be paid as follows:

A. The Operator shall pay one thousand dollars (\$1,000.00) to City by the first of each month, beginning the first day of the month following the Effective Date.

B. If Operator contracts with a professional licensed contractor to repair the Licensed Premises, including but not limited to repair of the permanent fencing, fencing surrounding the track, grandstands, or remodel of the scoring tower, and such repairs or remodel are actually performed, then rental amounts due for the five-year term may be reduced by any amount paid by Operator for such repairs. Prior to any work being performed, Operator shall submit for Director's approval a copy of three quotes, and any additional materials requested by Director. Should Operator fail to obtain Director's approval prior to any work, the rental amounts due for the five-year term shall not be reduced. Repairs shall be performed and completed within ninety (90) days of Operator's receipt of Director's written approval. Once repairs have been completed, Operator must submit a copy of a final invoice and proof of payment to Director in order to receive credit for any reduction in rent. If repairs are not performed or Operator's payment for the same is not completed, rejected, or dishonored for any reason, any remaining amounts due as rent shall be paid by September 30, 2029.

(3) Base Rent shall be made payable to Honor Farm Enterprise and delivered to the Director at the place designated in this Agreement for Notice to the City. Base Rent shall be paid into the Honor Farm Properties Enterprise. Base Rent shall be due without notice, offset or deduction in two equal increments each year with the first due on or before June 30 of each year and the second due on or before September 30 of each year, except as provided in paragraphs 5(a)(2) and 13(b) herein.

(b) **Additional Rent.** In addition to the Base Rent, Operator shall pay to the City additional rent for the Leased Premises as follows:

(1) Operator will remit to the City one dollar (\$1.00) per spectator admission for adults, seniors, and military, and fifty cents (\$0.50) per spectator admission per child (ages 3 – 12) in the general admission grandstands or other attendee for all events directly hosted or administered by Operator. Pit area will be excluded.

(c) **Late Fees.** Operator shall pay to City a late fee in the amount of five percent (5%) of that year's Base Rent, for any rent payment thirty (30) or more days overdue. All rent, fees, and other sums due under this Agreement shall bear interest at the rate of eight percent (8%) per annum from the date the sum first becomes due, compounded monthly.

6. UTILITIES.

Operator shall pay, before delinquent, all charges for utilities, including but not limited to electric, gas, sewage, phone, trash, cable, and internet.

7. SECURITY DEPOSIT.

(a) Operator shall pay to City and City shall retain a deposit in the sum of Three Thousand Five Hundred Dollars (\$3,500.00) to ensure performance of Operator's obligations under this Agreement. Operator shall pay one half of the Security Deposit (\$1,750.00) upon execution of this Agreement. Operator shall pay the balance of the Security Deposit (\$1,750.00) no later than seven business days after Operator holds its first revenue generating event. In the event that Operator fails, neglects or refuses to pay any rent, fee, or other sum due under this Agreement, or fails to perform any obligation under this Agreement, then City may, in its sole and absolute discretion, draw from this security deposit to remedy Operator's default. Nothing contained in this Agreement shall require City to remedy Operator's default in this manner, and City may instead, in its sole and absolute discretion, refuse to remedy Operator's default by drawing on the security deposit, and instead pursue other remedies for default provided in this Agreement or by law.

(b) In the event that City draws from this security deposit to remedy Operator's default, City shall notify Operator in writing and require Operator to replenish the deposit to its original level. Failure of Operator to comply with this section shall constitute a material breach of this Agreement.

(c) Within sixty (60) days after the Term of this Agreement, including any extension thereof, expires or terminates, City shall refund to Operator the security deposit, less any portion of the security deposit that City has applied to remedy any of Operator's defaults under this Agreement, including but not limited to unpaid rent, other sums due under this Agreement, and any damages or cleaning that may be required, whether discovered during the term of this Agreement or afterward.

8. CITY TO PROVIDE CERTAIN CAPITAL IMPROVEMENTS AND EQUIPMENT.

No capital improvements or equipment will be provided to Operator per the term of this Agreement.

9. SPONSORSHIP CONTRACTS AND WEBSITE.

(a) **Sponsorship Contracts.** Operator may enter into sponsorship contracts for less than Twenty Thousand Dollars (\$20,000.00) without the prior written consent of the City; however, the City reserves the right to require Operator to discontinue any sponsorship contracts and/or advertising that the City believes, in its sole and absolute discretion, is not in the City's best interests. Any sponsorship contract over Twenty Thousand Dollars (\$20,000.00) or involving the naming of the whole, or any portion of the Leased Premised must be approved by the City in writing, which approval may be withheld at the sole and absolute discretion of the City. Operator may not enter into sponsorship contracts where the sponsorship, or any activity prohibited by Colorado or municipal law.

(b) **Website.** Operator must work with the City and provide necessary information to the City in order to update the Honor Farm & Open Space website at all times during the Term of this Agreement and any extension thereof. Operator must insure a proper link from the Honor Farm & Open Space website to the City of Pueblo website at all times during the Term of this Agreement. The City has the right to require Operator to discontinue any advertising on the Honor Farm & Open Space website that the City believes, in its sole and absolute discretion, is not in the City's best interests.

10. MAINTENANCE OF LEASED PREMISES AND EQUIPMENT.

(a) Operator shall operate, staff, manage, clean, repair, keep clean and sanitary, and maintain the Leased Premises and Equipment. Operator shall perform these duties with reasonable care according to the highest standards in the industry. No storage of junk or debris will be allowed on premises.

(b) Operator shall use and maintain the Leased Premises in a clean, safe, and orderly manner, in compliance with all federal, state, and city laws and regulations and all rules and policies promulgated by the Director. Operator shall not allow any military training on the racetracks within the Leased Premises. Operator shall obtain prior written permission from Director prior to hosting any special or non-standard event.

(c) Operator shall develop and follow a maintenance schedule to control the growth of natural vegetation on the Leased Premises. This program shall include a regular schedule for weeds and other vegetation to be sprayed and mowed, or otherwise eliminated. Operator shall ensure that all natural vegetation in the vicinity of the racetrack and spectator areas shall not exceed five inches (5") in height, or otherwise as approved by Director. City will provide support to Operator as available to assist in the control of natural vegetation on the Leased Premises, which may include supplying information, guidance, or chemicals.

(d) Operator shall not set any portion of the Park on fire; or use any incendiary or explosive devices without the prior written approval of the Fire Department and Director, and after obtaining all required permits from the City.

(e) Operator shall repair and restore the Leased Premises and all its tracks and facilities to pre-event condition within a reasonable time after each Operator event. Operator shall report to the Director any major damage to the Leased Premises within one business day after the damage occurs.

(f) Operator shall provide dust control during its use of off-road areas, when necessary, to the extent and degree determined by City in its sole and absolute discretion, which shall include the use of Equipment to spray the tracks when using off-road areas.

(g) Operator shall immediately clean up oil spills or any other fluid spills on the Leased Premises, including but not limited to the tracks, pits and staging areas. Operator will comply with all federal, state, and local laws, rules and regulations pertaining to the clean-up and disposal of oil, chemicals, and other waste.

(h) The City may inspect the Leased Premises at any time to determine if any additional cleaning is necessary, including but not limited to fluid spills, major debris, screws, and glass. If so, directed by the City after inspection of the Leased Premises, Operator shall perform all necessary additional clean-up at its sole expense.

(i) Operator shall be responsible, at its sole expense, for all routine maintenance of the Physical Facilities.

(j) City may, but is not required to, make major repairs to or to replace the Physical Facilities. If the City decides to make major repairs to or to replace Physical Facilities, Operator shall pay the first one thousand five hundred dollars (\$1,500.00) of each repair or replacement. Thereafter, the City shall pay any and all remaining amounts necessary to repair or replace the Physical Facilities, so long as the repair or replacement is not necessitated by the negligence of Operator, its employees, agents, subcontractors, guests and/or invitees; except that the City may, within its sole and absolute discretion, choose not to repair if it determines the repairs are not necessary to the operation of the Leased Premises. Should the repair or replacement be necessitated by the negligence of Operator, its

employees, agents, subcontractors, guests or invitees, Operator shall bear sole and exclusive liability for the repair or replacement. All invoices provided to Operator for maintenance, repair, and/or replacement of Physical Facilities, shall be paid within forty-five (45) days of the invoice.

11. CONSERVATION EASEMENT; KEYS; AND PYROTECHNICS.

(a) **Conservation Easement.** Operator understands and agrees that this Agreement and Operator's use of the Leased Premises is subject to the conditions and limitations of the Conservation Easement recorded July 2, 2001 as Reception No. 1390542 in the records of the Pueblo County Clerk and Recorder ("Easement") (attached herein as Exhibit E). Operator acknowledges receipt of a copy of the Easement. City makes no representation or warranty that Operator's intended use of the Park or the provisions of this Agreement are approved uses or allowed under the Easement. Prior to any new construction, Operator shall prepare a notice containing the details of such construction, which the City shall then send to the State of Colorado.

(b) **Special Events.** Operator shall notify the Director in writing of its intent to host special events upon the Leased Premises at least thirty-five (35) days prior to the event date. Director shall evaluate each request and shall notify Operator of his approval or disapproval in writing at least thirty (30) days prior to the event date. For the purposes of this Agreement, "special events" shall be those that require the relocation, modification, or removal of a structure or improvement on the Leased Premises, or a physical modification to a feature or surface configuration of any land area within the Leased Premises, including but not limited to digging mud pits, holes, or other cavities.

(c) **Police Department Use.** Operator shall negotiate in good faith with the Pueblo Police Department to allow the Police Department use of the Leased Premises for training purposes. Operator shall be responsible for any damage that occurs during Pueblo Police Department or other law enforcement use of the Leased Premises, unless otherwise provided by written agreement.

(d) **Keys.** Operator must provide access to the Leased Premises upon request by City, including but not limited to any buildings, facilities, and tracks. In the event that Operator changes any locks to any buildings, gates, or facilities, Operator must within twenty-four (24) hours provide a copy of all new keys to the Director. Every key should be marked or otherwise identify the purpose and/or location within the Leased Premises to which each key pertains.

(e) **No Pyrotechnic Devices.** Operator shall under no circumstance use pyrotechnic devices, explosives, fireworks, or incendiary devices of any kind anywhere in the Park without prior written approval from the Fire Department and the Director, and after obtaining all required permits.

12. INSURANCE, INDEMNITY, AND RELEASES.

(a) **Insurance and Proof of Insurance.** Operator shall, within ten (10) days after this Agreement is executed by both parties, and on the anniversary of such execution each year, obtain the following insurance coverages and provide to the City the following Certificates of Insurance showing that Operator has obtained the following insurance coverages. Operator shall maintain all such insurance coverages at all times during the term of this Agreement:

(1) **Workers' Compensation Insurance, including Occupational Disease Provisions,** effective during the entire Term of this Agreement and any extension thereof, fully complying with the provisions of the Workers' Compensation Act, as amended, of the State of Colorado. Such insurance shall be obtained notwithstanding that Operator may have no employees as defined under said Act or that Operator might otherwise avail itself of an exemption under the Act from any legal requirement to obtain such coverage. Such insurance shall cover all employees of Operator performing work on the project irrespective of whether such employees may be shareholders, managers, partners or owners of Contractor or exempt employees under the Act. If any class of employees engaged in

hazardous work under this Agreement at the Leased Premises is not protected by the Workers' Compensation statute, the Contractor shall provide, and similarly shall cause each subcontractor to provide, special insurance for the protection of such employees not otherwise protected. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

(2) Commercial General Liability Insurance, effective during the entire Term of this Agreement and any extension thereof, issued to and covering the liability of Operator with respect to all work and events performed by Operator and its subcontractors under this Agreement, to be written on a Commercial General Liability policy form. This insurance shall be written in amounts not less than \$21,000,000.00 for each occurrence and \$45,000,000.00 aggregate. This policy of insurance shall be endorsed naming the City of Pueblo, its Enterprises, controlled Nonprofit Corporations, their officers, agents, and employees as additional insured. The policy shall also provide coverage for contractual liability assumed by Operator under the provisions of this Agreement, and "Completed Operations and Projects Liability" coverage. The Commercial General Liability Insurance policies shall contain a waiver of subrogation.

(3) If at any time during the term of this Agreement, the Operator obtains automobiles for use in the operations of the premises, the Operator will be required to secure Comprehensive Automobile Liability Insurance effective during the entire Term of this Agreement and any extension thereof, written with limits of liability for injury to one person in any single occurrence of not less than \$1,000,000.00 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000.00. This policy of insurance shall be endorsed naming the City of Pueblo, its Enterprises, controlled Nonprofit Corporations, their officers, agents, and employees as additional insured. This insurance shall include uninsured/underinsured motorist coverage and shall protect Operator from any and all claims arising from the use both on and off the Basic Services site of motor vehicles, including any automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Operator. The Comprehensive Automobile Liability Insurance policies shall contain a waiver of subrogation.

(b) **Notices to City in Policies.** Every insurance policy and certificate of insurance specified in subsection (a) of this Section shall contain a provision and/or special endorsement requiring that the Insurer notify the City in writing, in the manner provided in this Agreement, ten (10) days prior to any formal action being taken in the event that any such policy or coverage is revoked, terminated, rescinded, or lapsed.

(c) **Releases and Claims Waiver.** Operator forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against the City, its Enterprises, controlled Nonprofit Corporations, their officers, agents, independent contractors, and employees ("Released Parties") in any court or tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Operator, its officers, agents, independent contractors, or employees may suffer, related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(d) **Operator Covenants Not to Sue.** Operator shall not file, pursue or prosecute any suit, action or proceeding, in law or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, or property damage or loss that Operator, its officers, agents, independent contractors, or employees may suffer related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(e) **Operator Indemnifies.** Operator shall indemnify, defend and hold harmless the Released Parties against any liability for any damages, attorney's fees, and restitution that may be imposed by any court or tribunal in any suit, action or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury,

death, or property damage or loss that any such third person may suffer as a result of any cause, including related to or caused by the Released Parties, or any vehicle, object, thing, or activity in any building or facility owned, leased, operated or controlled by the Released Parties.

(f) Operator Must Obtain Releases from Third Parties. Prior to entering the park on any Operator event day, all Operator employees and agents, and event participants MUST sign a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release Agreement"), the language of which must be approved by the Director, in the presence of Operator personnel and all executed Release Agreements shall be maintained and kept on file by Operator for at least three (3) years from the execution date of the Release Agreements. Originals or copies of the Release agreements shall be delivered to the City upon its request. Operator's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Operator shall bear sole responsibility for full compliance with this Section. Entry into the park by any Operator employee or agents, or event participants during an event prior to the execution of a Release Agreement by such individual, shall constitute a material breach of this Agreement by Operator.

13. IMPROVEMENTS.

(a) Operator Fuel Storage Facility. If Operator decides to utilize fuel storage at this facility it shall utilize and maintain the system in compliance with all Federal, State and City ordinances and laws, specifically including all City fire ordinances and regulations. Any other fuel vendor hired by Operator shall also meet with the City Fire Department prior to selling fuel to ensure they are in compliance with all Federal, State and City ordinances and laws. Operator shall obtain Director's approval prior to installation of any fuel storage on the Leased Premises.

(b) Costs of Improvements; Approval Required. All costs associated with the development, installation, construction, and maintenance of any improvements shall be the sole responsibility of the Operator, unless City and Operator mutually agree to an offset or reduction in rent as provided herein. Operator shall submit to City a written proposal for all proposed improvements that includes the estimated value of the improvements and anticipated cost of development, installation, construction, and maintenance. Operator must provide three quotes comparing same equipment specifications and project scope from reliable sources prior to requesting approval from Director. Operator must obtain the prior written approval of the Director and City Manager for any proposed improvements and a certificate from the Pueblo Regional Building Department approving any proposed improvements. All improvements must be approved in writing by the City PRIOR to installation or construction. Any proposed changes must meet all building permit regulations and be constructed, installed, maintained, and operated in compliance with all local, state, and federal laws and regulations. Operator shall maintain the improvements in good and safe condition, appearance, and state of repair regardless of the cause or need for maintenance and repair. City and Operator may negotiate to offset or reduce the yearly rental rates as provided in paragraph 5(a)(1) by the cost of site improvements installed or constructed by Operator. All offsets or reductions in rent shall be mutually agreed upon by Operator, Director, and City Manager and be reduced to a writing signed by both Parties prior to any work being performed. To receive a reduction or offset, Operator must submit a copy of a final invoice and proof of payment to Director in order to receive credit for any reduction in rent. If an improvement is not performed or completed, or Operator's payment for the same is not completed, rejected, or dishonored for any reason, rent shall be paid according to the provisions in paragraphs 5(a)-(c).

(c) Improvements Become City Property Upon Termination of Agreement. All improvements shall become the property of the City at the option of the City upon termination or expiration of this Agreement.

14. MAINTENANCE OF ACCOUNTS AND RECORDS. Operator shall keep and maintain

accurate and complete accounts and records of all activities and transactions conducted by Operator on or from the Leased Premises, including without limitation sales receipts, inventory lists, equipment logs, third party Release Agreements, purchase orders, payroll, financial records, tax returns and bank statements, or any subcontractor contracted by Operator to work, manage, or operate all or a portion of the Leased Premises, in accordance with generally accepted accounting principles, which accounts and records shall be available for inspection, copy and audit by City during normal business hours. Operator shall retain all such accounts and records for a minimum period of three (3) years after termination of this Agreement.

15. NO REPRESENTATION OR WARRANTY OF CONDITION OR FITNESS. THE LEASED PREMISES IS PROVIDED ON AN "AS IS" "WITH ALL ITS FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE LEASED PREMISES FOR OPERATOR'S EVENTS OR FOR ANY PARTICULAR USE OR PURPOSE. Accordingly, Operator is hereby advised that Operator shall be solely responsible for personally inspecting the Leased Premises before execution of this Agreement and commencement of any event. Operator's execution of this Agreement or commencement of any event shall constitute an expressed acknowledgement by Operator that the Leased Premises is safe and adequate for Operator's permitted use. Operator shall have exclusive control of the Leased Premises during the pendency of this Agreement, subject to the City's right of access, and shall be responsible for all equipment and for adequate safeguard for the protection of Operator, its employees, agents, independent contractors, subcontractors, and representatives, and persons engaged in any activity on the Leased Premises. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to keep or maintain the Leased Premises or any track or facility thereon in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance and repair.

16. MINORS. No individual under the age of eighteen (18) years shall be allowed in any restricted area of the Leased Premises (which shall include the track surface, starting line area, garage areas, staging lanes, run-off areas, trackside communications stations, and any other location as defined in generally accepted policies of liability coverage for Motorsports entities), without a (1) Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release Agreement"), and (2) a Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Parental Consent Agreement") executed by each minor and the minor's parent or legal guardian. The language of the Release Agreement and Parental Consent Agreement must be approved by the Director. These documents must be signed in the presence of Operator personnel and are required before said minor's entrance into the restricted areas of the Leased Premises. All executed documents shall be delivered maintained and kept on file by Operator for three (3) years from the execution date of the Release Agreements and Parental Consent Agreements. Originals and/or copies of the Release Agreements and Parental Consent Agreements shall be delivered to the City upon request. Operator's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Operator shall bear sole responsibility for full compliance with this Section. Entry by any individual to a restricted area prior to the execution of the Agreements listed above in this Section by the proper party shall constitute a material breach of this Agreement by Operator.

17. TERMINATION AND DEFAULT.

(a) Default and Correction. If either party is in default hereunder, the non-defaulting party may give written notice describing the default to the defaulting party. If the defaulting party does not correct such default within twenty (20) days after receipt of said notice, or if the default cannot be corrected within said twenty (20) day period and the defaulting party fails to commence action to correct the default within said twenty (20) day period and thereafter diligently pursue corrective action, the non-defaulting party may upon an additional five (5) days' notice given to the defaulting party terminate this Agreement.

(b) Termination for Breach. Notwithstanding the foregoing, if Operator commits a breach of any term of this contract, City may terminate this Agreement upon thirty (30) days' prior written notice to Operator specifying the breach and the date of termination. Except for accrued rights and liabilities and those covenants which survive termination hereunder, upon such termination each party shall be released from all future duties and obligations hereunder.

(c) Termination Without Cause. Notwithstanding the foregoing, either party may terminate this agreement without cause by providing sixty (60) days written notice to the other party. No premature termination of this Agreement shall affect any right of either party accruing prior to such termination, whether such right is conferred by the terms of this Agreement or arises under general principles of law.

18. NOTICE. Any notice required or permitted to be given hereunder shall be in writing and delivered personally or by certified mail, postage prepaid, as follows:

(a) If to City: Director of Parks and Recreation, City of Pueblo, 800 Goodnight Ave., Pueblo, Colorado 81005; and City Manager, City of Pueblo, #1 City Hall Place, 2nd Floor, Pueblo, Colorado, 81003.

(b) If to Operator: Colorado Outlaw Racing Association, LLC, 18245 State Highway 94, Colorado Springs, Colorado 80930.

19. MISCELLANEOUS.

(a) Additional Documents. The parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

(b) Force majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, fires not caused by a breach of this Agreement, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

(c) Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

(d) Section Captions. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit or describe the scope or intent of this Agreement.

(e) Integrations, Severability, Amendment, and Counterparts. This Agreement represents the entire agreement between the parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

(f) No Third-Party Beneficiaries; No Waiver of Immunities. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 *et seq.*, C.R.S.

(g) Waiver of Breach. A waiver by any party to this Agreement or the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(h) Authority of Signers. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

(i) Attorney's Fees and Costs of Collections. In the event that it becomes necessary for the City to bring any action or proceeding to collect unpaid utilities, rent, damages, janitorial fees, costs, or other sums due under this Agreement, to enforce any provision of this Agreement, to recover damages for Operator's breach of this Agreement, or to seek specific performance of this Agreement, the prevailing party shall be entitled to collect its reasonable attorney fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding.

(j) No Multi-Year Fiscal Obligation on City. This Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Agreement, with respect to any financial obligation of the City which may arise under this Agreement in any fiscal year after 2017, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Agreement, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

(k) PERA Liability. Operator shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Operator shall fill out the questionnaire attached as Exhibit D and submit the completed form to City as part of the signed Agreement.

(l) Certain Provisions Survive Expiration and Termination. The provisions of this Agreement pertaining to insurance, releases, indemnification, payments to the City, and liability shall survive the expiration of the term of this Agreement and termination of this Agreement and continue in effect for a period of five years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

(m) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

(n) Assignment and Subcontracting. This Agreement shall not be reassigned by Operator without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion. Responsibilities of Operator under this Agreement may not be subcontracted by Operator without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion. Operator shall indemnify and defend City from all claims and demands for payment for services provided by subcontractors of Operator.

IN WITNESS WHEREOF, the parties hereto have executed and delivered on this 24^h day of February 2025 (“Effective Date”).

COLORADO OUTLAW RACING
ASSOCIATION, LLC

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Colorado Outlaw Racing Association, LLC
Edward Alan Davis, President and CEO

By: _____
President of City Council

ATTEST:

City Clerk

APPROVED AS TO FORM:

City Attorney

AREA MAP WITH MARKED PERIMETER DESIGNATING THE LEASED PREMISES,
HONOR FARM MAP, MOTOCROSS AREA MAP

REQUEST FOR PROPOSAL FOR PROJECT NO. 24-099

CERTIFICATE OF INSURANCE

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION SUPPLEMENTAL
QUESTIONNAIRE TO BE ANSWERED BY ANY BUSINESS PERFORMING SERVICES
FOR THE CITY OF PUEBLO

CONSERVATION EASEMENT



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Harley Gifford, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 11-1-211 OF THE PUEBLO MUNICIPAL CODE RELATING TO THE SAFE USE OF PUBLIC PROPERTY TO LIMIT PUBLIC CAMPING AND PROHIBIT TEMPORARY STRUCTURES ON PUBLIC PROPERTY WITHIN THE CITY OF PUEBLO, COLORADO

SUMMARY:

The following Ordinance amends the Pueblo Municipal Code to conform with the holding in *City of Grants Pass, Oregon v. Johnson et al.*

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance Number 10645, which created a defense to the per se violation of Sec. 11-1-211, P.M.C. if there is no access to other shelter available.

BACKGROUND:

This Ordinance will eliminate the requirement that prior to enforcement of Sec. 11-1-211, P.M.C., a Pueblo Police Officer must first determine whether there is access to other shelter available. This amendment is pursuant to the *City of Grants Pass* U.S. Supreme Court holding that enforcing generally applicable laws regulating camping on public property when shelter is not available is not a violation of the Constitutional prohibition against cruel and unusual punishments.

FINANCIAL IMPLICATIONS:

Not applicable.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this ordinance, the lack of available shelter will be a defense to violation of Sec. 11-1-211, P.M.C.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 11-1-211 OF
THE PUEBLO MUNICIPAL CODE RELATING TO THE
SAFE USE OF PUBLIC PROPERTY TO LIMIT PUBLIC
CAMPING AND PROHIBIT TEMPORARY STRUCTURES
ON PUBLIC PROPERTY WITHIN THE CITY OF
PUEBLO, COLORADO

NOW, THEREFORE; BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Section 11-1-211, P.M.C. as follows: [brackets] indicate matter being deleted;
underscoring indicates new matter being added.

Sec. 11-1-211. Prohibited Use of Public Property.

(a) No person shall camp on City property without first having obtained the written permission of the authorized officer of such public property.

(1) [A person cannot violate this section where there is no access to other shelter available. Refusal to accept or move to other available shelter, where other shelter is accessible is a per se violation of this Section.]

[(2)] **(1)** For purposes of Section, "City property" means all land, including, any park, parkway, recreation area, roadway, or any other public property owned by the City of Pueblo.

[(3)] **(2)** For purposes of Section, "camp" means to reside or dwell temporarily in a place, with shelter, and conduct activities of daily living, such as eating or sleeping, in such place. Camp does not include temporary residence associated with the performance of governmental services.

[(4)] **(3)** For purposes of Section, "shelter" includes, without limitation, any cover or protection from the elements other than clothing.

[(5)] **(4)** For purposes of Section, "written permission" includes a documented reservation, permit, park pass, or contract.

[(6)] **(5)** Failure to provide written permission upon request by an authorized party, including all law enforcement personnel shall be treated as an admission appropriate permission was not obtained.

(b) No person shall erect or use any tent, net, or other temporary structure for the purpose of shelter or storage of property on City property without first having obtained the Written Permission of the authorized officer of such public property.

(1) For purposes of this Section, "temporary structure" includes any structure used to shelter a person or property after sundown and all enclosed structures. For purposes

of this section, temporary structure does not apply to non-enclosed portable structures designed to provide overhead covering, including umbrellas and awnings.

(2) Failure to provide written permission upon request by an authorized party, including all law enforcement is an admission appropriate permission was not obtained.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____, 2025.

Final adoption of Ordinance by City Council on _____, 2025.

APPROVED _____

President of City Council

Action by the Mayor:

☐ Approved on _____, 2025.

☐ Disapproved on _____ based on the following objections:

Mayor _____

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____ to _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 11-1-401 AND 11-1-407 OF THE PUEBLO MUNICIPAL CODE TO CATEGORIZE THEFT BY THE VALUE OF THE ITEM STOLEN AND TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED THEREOF, AND TO REINSTATE SECTION 1-2-1(G)(1)(A) OF THE PUEBLO MUNICIPAL CODE TO MAINTAIN A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED AS HABITUAL OFFENDERS HAVING VIOLATED SECTION 11-1-401 OR 11-1-407 OF THE CODE.

SUMMARY:

Attached for consideration is an Ordinance amending Sections 11-1-401 – Theft from Merchant and 11-1-407 – Theft of the Pueblo Municipal Code to break down theft by the value of the item stolen and provide more specific penalties for each value range. The Ordinance also reinstates the mandatory minimum jail sentence for theft and theft from merchant as well as people convicted as habitual offenders for theft.

PREVIOUS COUNCIL ACTION:

On March 28, 2022, City Council approved Ordinance No. 10142 increasing the jurisdiction of Pueblo Municipal Court to include thefts of property up to \$2,000 in value consistent with a change in the state statutes. On April 10, 2023, City Council approved Ordinance No. 10433 providing for a minimum mandatory jail sentence of 3 days for all thefts where the value of the property stolen is three hundred dollars or more.

BACKGROUND:

On April 10, 2023, City Council passed Ordinance No. 10433 which mandated a minimum three-day jail sentence for anyone convicted of theft or theft from merchant valued at \$300 or more, or those convicted as habitual offenders for theft. That Ordinance had a sunset provision and therefore, was automatically repealed on January 1, 2025. Upon repeal, the code sections reverted to the text as it existed on

March 1, 2023. Due to the timing of this Ordinance, the text in the ordinances had not physically been converted to the March 1, 2023 version. To avoid confusion, the changes reflected herein are from the most recent version of text, which is as it was written subsequent to Ordinance No. 10433.

Ordinance No. 10433 was passed in an effort to curb crime, specifically theft and theft from merchant within the City. According to the records of the Pueblo Police Department, 283 persons were cited in 2021, 460 persons were cited in 2022, and 685 persons were cited in 2023 for Theft from Merchant under Sec. 11-1-401 of the Pueblo Municipal Code. Ordinance 10433 went into effect on May 10, 2023. The number of people cited for Theft from Merchant in 2024 was 484, a 29% decrease from the prior year. Given the decrease in theft from merchant citations from 2023 to 2024, it appears the previously approved Ordinance had a deterrent effect on theft-related crime.

The Ordinance attached for your consideration would reinstate the mandatory minimum 3 day jail sentence for anyone convicted of theft or theft from merchant where the property stolen is valued at \$300 or more. The proposed Ordinance would extend the mandatory minimum 3-day jail sentence for any person convicted a second time for theft or theft from merchant where the property stolen is valued at \$100 or more. The Ordinance will also reinstate the mandatory minimum 3-day jail sentence for people convicted of theft or theft from merchant and found to be habitual offenders.

This Ordinance also breaks down the different levels of theft-related crimes making it easier. Theft-related crimes have a significant negative impact on the community.

FINANCIAL IMPLICATIONS:

Not applicable.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the City Council chooses not to approve this Ordinance, the theft ordinance will be as codified March 1, 2023.

RECOMMENDATION:

None.

ATTACHMENTS:

1. Ordinance Amendment to Theft Code

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 11-1-401 AND 11-1-407 OF THE PUEBLO MUNICIPAL CODE TO CATEGORIZE THEFT BY THE VALUE OF THE ITEM STOLEN AND TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED THEREOF, AND TO REINSTATE SECTION 1-2-1(g)(1)(a) OF THE PUEBLO MUNICIPAL CODE TO MAINTAIN A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED AS HABITUAL OFFENDERS HAVING VIOLATED SECTION 11-1-401 OR 11-1-407 OF THE CODE

NOW, THEREFORE; BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Section 11-1-401 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-1-401. – Theft from a merchant.

(a) It shall be unlawful for any person to obtain or exercise control over any meals, goods, services or accommodations having a value of less than two thousand dollars (\$2,000.00) which are the property of another exposed or available for sale or available to rent or for hire, with the intent to convert the same to his or her own use without payment of the purchase price or rent therefor.

(b) **[Theft from a merchant is a Class 2 municipal offense.] Theft from merchant is:**

- (i) **A class 2 municipal offense if the value of the thing involved is less than fifty dollars (\$50.00);**
- (ii) **A class 1 municipal offense if the value of the thing involved is fifty dollars (\$50.00) or more but less than one hundred dollars (\$100.00);**
- (iii) **A class 1 municipal offense if the value of the thing involved is one hundred dollars (\$100.00) or more but less than three hundred dollars (\$300.00). Upon a second conviction for theft from merchant of a thing valued at one hundred dollars (\$100.00 but less than three hundred dollars (\$300.00), a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as a part of any sentence.**
- (iv) **A class 1 municipal offense if the value of the thing involved is three hundred dollars (\$300.00) or more. Upon conviction for theft from merchant of a thing valued at three hundred dollars (\$300.00) or more, a mandatory minimum jail sentence of no less than three (3)**

days shall be imposed by the Court as part of any sentence.

(c) [Notwithstanding the provisions of any other subsection within this Section, theft from a merchant is a Class 1 offense if the value of the meals, goods, services, or accommodations involved is three hundred dollars (\$300.00) or more. Additionally, if the value of the meals, goods, services, or accommodations involved is three hundred dollars or more, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence.] The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed **as required pursuant to Section 11-1-401(b).** **The mandatory minimum jail sentence required pursuant to Section 11-1-401(b)** [This subsection] shall only apply to those offenders who, at the time of the offense, were eighteen (18) years of age or older.

SECTION 2.

Section 11-1-407 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-1-407. – Theft.

- (a) It shall be unlawful [and a Class 2 municipal offense] for any person to knowingly obtain or exercise control over any thing of value of another without authorization and with the intent to permanently deprive the other person of the use or benefit of the thing of value; provided, however, that this Section shall have no application:
1. Where the thing of value has a value of two thousand (\$2,000.00) or more or is intangible personal property;
 2. Where the other person (victim) is seventy (70) years of age or older and the offense is committed in such person's presence; or
 3. Where the other person (victim) is disabled because of the loss or permanent loss of use of a hand or foot or because of blindness or the permanent impairment of vision in both eyes to such a degree as to constitute virtual blindness and the offense is committed in such person's presence.
- (b) **Theft is:** [Notwithstanding the provisions of subsection (a) within this Section, it shall be unlawful and a Class 1 municipal offense for any person to knowingly obtain or exercise control over anything of another valued at three hundred dollars (\$300.00) or more without authorization and with the intent to permanently deprive the other person of the use or benefit of the thing of value; provided however, that this subsection will have no application as provided is subsections (a)(1), (a)(2), and (a)(3). Additionally, if the value of the thing involved is three hundred dollars or more, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence.]
- (i) **A Class 2 municipal offense if the value of the thing involved is less than fifty dollars (\$50.00);**

- (ii) A class 1 municipal offense if the value of the thing involved is fifty dollars (\$50.00) or more but less than one hundred dollars (\$100.00);
- (iii) A class 1 municipal offense if the value of the thing involved is one hundred dollars (\$100.00) or more but less than three hundred dollars (\$300.00). Upon a second conviction for theft of a thing valued at one hundred dollars (\$100.00) but less than three hundred dollars (\$300.00), a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as a part of any sentence.
- (iv) A class 1 municipal offense if the value of the thing involved is three hundred dollars (\$300.00) or more. Upon conviction for theft of a thing valued at three hundred dollars (\$300.00) or more, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence.

(c) The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed as required pursuant to Section 11-1-401(b). The mandatory minimum jail sentence required pursuant to Section 11-1-401(b) [This subsection] shall only apply to those offenders who, at the time of the offense, were eighteen (18) years of age or older.

SECTION 3.

Section 1-2-1 of Chapter 2 of Title I of the Pueblo Municipal Code is hereby reinstated as set forth in Ordinance No. 10433 and amended to read as follows:

Section 1-2-1. – General Penalty; continuing violations; adjudging fines and imprisonment.

- (a) It shall be unlawful for any person to violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Code or any secondary code adopted herein.
- (b) Where no specific penalty is provided therefor, the violation of any provision of this Code or of any secondary code adopted herein shall be a Class 2 municipal offense and be punished by a fine not exceeding one thousand dollars (\$1,000.00), the amount of such fine to rest within the discretion of the Municipal Judge.
- (c) Unless stated otherwise within the Municipal Code, the Municipal Judge may, in his or her discretion, impose alternative sentencing including but not limited to in-home detention not to exceed three hundred sixty-four (364) days, probation, community service, deferred sentence, deferred prosecution, rehabilitation and educational classes, for any violations of the Municipal Code if he or she determines the alternative sentencing will best serve the intent and purpose of the Municipal Code.
- (d) The imposition of a penalty shall not excuse any violation, permit it to continue or prevent the enforced removal of prohibited conditions.

- (e) Unless otherwise indicated, a separate violation shall be deemed committed upon each day or portion thereof during or on which any violation of any provision of this Code or any secondary code adopted herein occurs or continues.
- (f) The amount by which any imposed fine exceeds three hundred dollars (\$300.00) is dedicated to graffiti control and removal and other law enforcement activities as determined by the City Council. Other law enforcement activities shall include any and all alternative sentencing authorized pursuant to Subsection 1-2-1(c).
- (g) Every person convicted in the City of any municipal offense, when within five (5) years of the date of the commission of said offense has been twice previously convicted of the same offense, separately brought and adjudicated and arising out of separate and distinct criminal episodes in the City, shall be adjudged a habitual offender and shall be punished:
 - 1. As a Class 1 municipal offender and the standard base fine for the offense shall be tripled, provided that the fine may be altered at the Court's discretion, but shall not exceed one thousand dollars (\$1,000.00); and
 - a. In the event the instant conviction is for Theft from a merchant as provided for in Sec. 11-1-401**(b)(iii) and (iv)** or for Theft as provided for in Sec. 11-1-407**(b)(iii) and (iv)** of this Code, and, at the time of the offense, the offender was eighteen (18) years of age or older, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence. The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed; or
 - 2. For those convicted of a traffic code violation, the standard base fine for the civil infraction shall be tripled, provided that the fine may be altered at the Court's discretion, but shall not exceed one thousand dollars (\$1,000.00).
- (h) Every person convicted in the City of any municipal crime involving violence against another person or animal, when within ten (10) years of the date of the commission of the offense has been twice previously convicted upon similar charges involving violence, separately brought and adjudicated and arising out of separate and distinct criminal episodes in the City, shall be adjudged a habitual criminal and shall be punished as a Class 1 municipal offender.
- (i) Any person convicted of a crime and sentenced as a habitual offender for violations of Sections 11-4-14 (Dangerous animals; potentially dangerous animals), 11-4-15 (Restraining), or 11-4-21 (Cruelty to animals; humane care) may, at the discretion of the Municipal Court, be enjoined from owning any animals as defined by Section 11-4-1 of the Pueblo Municipal Code, or otherwise maintaining any animals on their property within the City limits, for up to one (1) year, along with any other appropriate penalty imposed by the Municipal Court.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and to implement the policies and procedures described therein.

SECTION 5.

This Ordinance shall become effective thirty (30) days after final action by the Mayor.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____, 2025.

Final adoption of Ordinance by City Council on _____, 2025.

APPROVED _____

President of City Council

Action by the Mayor:

☐ Approved on _____, 2025.

☐ Disapproved on _____ based on the following objections:

Mayor _____

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____ to _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF DANNY NUNN
TO THE POSITION OF DIRECTOR OF FINANCE

SUMMARY:

The Mayor has appointed Danny Nunn to the position of Director of Finance and requests confirmation of said appointment by the City Council. Such appointment is based on Mr. Nunn's education, training, experience and fitness for the position.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Mr. Nunn brings over 10 years municipal government finance experience with much of his experience acquired with the City of Pueblo. Mr. Nunn has worked for the City since 2018 and has served as a Tax Auditor, Accountant I, Payroll Supervisor/Accountant II, Senior Tax Auditor, and has been serving as the Interim Director of Finance since August 2024. As outlined in his application and resume, through the multiple positions he has held within the City government, he has garnered knowledge and leadership skills which will provide a strong and dependable leader for the Finance Department. Following a formal panel interview process with five eligible candidates, I believe that Mr. Nunn has the experience and professionalism to lead our Finance Department and provide quality direction to our elected officials.

Mr. Nunn served in the U.S. Army for five years and holds a Bachelor of Science Degree in Accounting with a minor in Financial Planning.

FINANCIAL IMPLICATIONS:

The salary and benefits of the Director of Finance have been budgeted and appropriated within the 2025 budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution

ALTERNATIVES:

Failure to confirm the appointment of the Director of Finance will result in that position remaining vacant.

RECOMMENDATION:

Approval of Resolution.

ATTACHMENTS:

1. Danny Nunn Appointment Packet to Council President

RESOLUTION NO. 15921

A RESOLUTION CONFIRMING THE APPOINTMENT OF DANNY
NUNN TO THE POSITION OF DIRECTOR OF FINANCE

WHEREAS, Mayor Heather Graham has requested confirmation by the City Council of the appointment of Danny Nunn to the position of Director of Finance.

WHEREAS, Danny Nunn meets and exceeds the qualifications for the appointment as the Director of Finance based upon his education, training and experience; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Danny Nunn and Director of Finance shall be and hereby is confirmed by the City Council.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Resolution and the attached agreements which are necessary or appropriate to implement the appointment described herein.

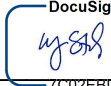
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

February 4, 2025

Dear President Aliff,

I have appointed Danny Nunn as Director of Finance pursuant to Charter §4-4 subject to confirmation by City Council. Pursuant to PMC § 1-4-10(c), please find enclosed with this correspondence the confirmation package for Danny Nunn. Included in the package are his application, resume and letter of interest.

Pursuant to PMC § 1-4-1 0(f), I am requesting that you suspend the procedural requirements provided in Sections 1-4-1 0(c)(5) & (6) and 1-4-1 0(d)(l) for good cause and that City Council approve the appointment by resolution on February 24, 2025. A confirmation hearing would provide little to no new information on which Council could base their decision to confirm the appointment.

Mr. Nunn brings over 10 years municipal government finance experience with much of his experience acquired with the City of Pueblo. Mr. Nunn has worked for the City since 2018 and has served as a Tax Auditor, Accountant I, Payroll Supervisor/Accountant II, Senior Tax Auditor, and has been serving as the Interim Director of Finance since August 2024. As outlined in his application and resume, through the multiple positions he has held within the City government, he has garnered knowledge and leadership skills which will provide a strong and dependable leader for the Finance Department. Following a formal panel interview process with five eligible candidates, I believe that Mr. Nunn has the experience and professionalism to lead our Finance Department and provide quality direction to our elected officials.

Mr. Nunn served in the U.S. Army for five years and holds a Bachelor of Science Degree in Accounting with a minor in Financial Planning.

For the good cause stated above, I ask that you waive a formal confirmation hearing and approve Mr. Nunn's appointment by resolution on February 24, 2025. Please contact me if you have any questions or concerns.

Thank you.



Heather Graham
Mayor

EMPLOYMENT APPLICATION		
 CITY OF PUEBLO 301 West B Street Pueblo, Colorado 81003 719-553-2635 http://www.pueblo.us/jobs		Received: 1/5/25 8:49 PM For Official Use Only: QUAL: _____ DNQ: _____ ☐ Experience ☐ Training ☐ Other: _____
Nunn, Danny E 2501-1019 DIRECTOR OF FINANCE		
PERSONAL INFORMATION		
POSITION TITLE: DIRECTOR OF FINANCE		EXAM ID#: 2501-1019
NAME: (Last, First, Middle) Nunn, Danny E		SOCIAL SECURITY NUMBER:
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Pueblo, Colorado 81003		EMAIL ADDRESS:
HOME PHONE:		
DRIVER'S LICENSE: ☒ Yes ☐ No	DRIVER'S LICENSE: State: CO Number:	LEGAL RIGHT TO WORK IN THE UNITED STATES? ☒ Yes ☐ No
What is your highest level of education? Bachelor's Degree		
PREFERENCES		
ARE YOU WILLING TO RELOCATE? ☐ Yes ☒ No ☐ Maybe		
WHAT TYPE OF JOB ARE YOU LOOKING FOR? Regular		
TYPES OF WORK YOU WILL ACCEPT: Full Time		
SHIFTS YOU WILL ACCEPT: Day, Evening, Night, Rotating, Weekends, On Call (as needed)		
OBJECTIVE: Dedicated goal-oriented professional, with a Bachelors of Science degree in Accounting. Seeking to obtain an experienced position where I can utilize my work experience and educational background. Recognized as a strong strategic thinker and team builder that possesses the necessary analytical abilities to evaluate methods to assess organizational effectiveness. Proactive problem solver, consistently seeking new challenges in pursuit of continuous improvement and professional development.		
EDUCATION		
DATES:	SCHOOL NAME: Minnesota State University, Mankato	
LOCATION: (City, State/Province) Mankato, Minnesota	DID YOU GRADUATE? ☒ Yes ☐ No	DEGREE RECEIVED: Bachelor's
MAJOR: BS Accounting / Minor: Financial Planning	UNITS COMPLETED: 144 - Semester	
WORK EXPERIENCE		
DATES: From: 8/2024 To: Present	EMPLOYER: City of Pueblo	POSITION TITLE: Interim Director of Finance
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 1 City Hall Place, Pueblo, Colorado, 81003		COMPANY URL: pueblo.us
PHONE NUMBER: 719-553-2625	SUPERVISOR: Heather Graham - Mayor	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 32	
DUTIES: • Provides the Mayor with insights on the financial status and future needs of city departments, and offer strategic recommendations. • Contributes to the preparation of departmental agendas and facilitate financial discussions with city leadership and the City Council, ensuring appropriate financial actions are taken. • Oversee the preparation and submission of the Annual Consolidated Financial Report (ACFR), ensuring accuracy, compliance with accounting standards, and timely reporting to stakeholders. • Collaborates with city departments to establish and manage project plans, objectives, and performance measures that align with the City's mission and strategic objectives. • Offers financial policy guidance for the development and review of budget requests and project proposals, ensuring they reflect strategic and tactical needs. • Collaborates with city departments to develop and submit the annual budget, comprising of \$125 million in general fund expenditures and a total expenditure budget of \$248 million. Oversee the budget's implementation post-adoption, ensuring alignment with strategic goals and performance metrics. • Supervises budgetary execution and control, recommending or approving adjustments to align with the city's strategic direction and mayoral directives. • Promotes a high-performance culture, encouraging diverse ideas and perspectives. Develops reward systems, learning programs, and provides mentoring to finance department staff.		

REASON FOR LEAVING: N/A		
DATES: From: 7/2023 To: 8/2024	EMPLOYER: City of Pueblo	POSITION TITLE: Senior Tax Auditor
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 1 City Hall Place, Pueblo, Colorado, 81003		
PHONE NUMBER: 719-553-2625	SUPERVISOR: Valerie Palumbo - Tax Audit Manager	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 3	
DUTIES: - Examines highly complex accounting and related records of business firms to determine tax liabilities. - Leads, trains, and schedules duties of Tax Auditor I's and Tax Auditor II's - Independently conducts large scale, highly complex audits of a special or difficult nature according to Generally Accepted Accounting Principles and Generally Accepted Auditing Procedures. - Analyzes and evaluates auditing problems and develops and recommends effective auditing procedures and programs. - Observes, compares, and reviews financial records of businesses to determine compliance with the City of Pueblo Municipal Code. - Organizes detailed financial data (i.e., summarizes total gross revenue and deductions by classification, and identifies and segregates exceptions to full compliance with the tax code using samples of source documents) - Attends tax hearings and gives testimony regarding work performed and the basis of the City's assessment. - Educates business managers in computing and reporting taxes due by explaining legal requirements, rules, regulations, procedures, and ordinances of the City and other agencies involved.		
REASON FOR LEAVING: N/A		
DATES: From: 3/2021 To: 7/2023	EMPLOYER: City of Pueblo	POSITION TITLE: Payroll Supervisor / Accountant II
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 1 City Hall Place, Pueblo, Colorado, 81003		
PHONE NUMBER: 719-553-2625	SUPERVISOR: Anna Elliss - Accounting Manager	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 1	
DUTIES: - Supervises and overseas payroll processes and personnel work for a \$99MM budget and 38 annual payroll cycles. - Budgets, monitors, files, and remits payment for Federal and State taxes, employee retirement plans, insurance products, voluntary benefits, and wage assignments for over 1,200 employees. - Plans, schedules, and directs the work of clerical personnel. - Supervises the keeping of journals and subsidiary ledgers. - Reconciles accounts of various funds and General Ledger to Project Reports. - Provides information and assistance in preparation of the budget. - Performs analytical procedures in relation to the accounts of the City, including analyzing data to identify expenditure and revenue trends for long range financial planning.		
REASON FOR LEAVING: Promotion to Senior Tax Auditor		
DATES: From: 3/2019 To: 6/2021	EMPLOYER: City of Pueblo	POSITION TITLE: Accountant I
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 1 City Hall Place, Pueblo, Colorado, 81003		
PHONE NUMBER: 719-553-2625	SUPERVISOR: Anna Elliss - Accounting Manager	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	
DUTIES: - Manages and posts all revenue transactions for the city of Pueblo and related departments to include Pueblo Transit, Parks and Recreation, and the Pueblo Municipal Court. - Oversees and analyzes day to day operations of city cashiering staff and assists staff with technical and financial issues. - Reviews and approves routine billing and accounts receivable functions. - Maintains and reconciles journals, ledgers and other record books in accordance with standard procedures and GASB. - Prepares periodic financial statements, reports and tabulations. - Conducts special studies of funds, revenues, expenditures and related accounting activities as directed. - Examines and reviews a variety of accounting transactions and documents for accuracy and propriety. - Assists departmental and agency officials in the preparation and maintenance of accounting and fiscal documents in accordance with established procedures. - Assists in data processing conversions and implementations.		
REASON FOR LEAVING: Promotion to Accountant II		
DATES: From: 6/2018 To: 4/2019	EMPLOYER: Nunn Sprinkler and Design, LLC	POSITION TITLE: Owner / CFO
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 216 Tyler St., Pueblo, Colorado, 81004		
PHONE NUMBER: 719-283-1710	SUPERVISOR: N/A	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 20	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

- Designed simple to complex irrigation systems for customers and prepared job cost estimates for proposal.
- Prepared customer invoices and applied received payments.
- Maintained company financial records and prepared financial statements to ensure proper requirements were met for federal, state and local tax laws.
- Ensured work performed remained in budgetary guidelines set forth in cost estimates.
- Maintained inventory of related parts and supplies.
- Responsible for providing excellent customer service to a wide array of clientele in order to build and strengthen company brand.
- Marketed business on social media and print platforms.

REASON FOR LEAVING:

Closed business.

DATES: From: 10/2018 To: 3/2019	EMPLOYER: City of Pueblo	POSITION TITLE: Tax Auditor
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 1 City Hall Place, Pueblo, Colorado, 81003		COMPANY URL: pueblo.us
PHONE NUMBER: 719-533-2625	SUPERVISOR: Valerie Palumbo - Tax Audit Manager	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

- Researched, analyzed and interpreted local tax ordinance as well as State tax statutes and court rulings while conducting sales tax audits on businesses operating within the City of Pueblo.
- Provided assistance to businesses by responding to audit inquiries or information requests in person, email or by telephone to provide accurate information in a timely manor.
- Discussed audit results, communicated complex sales tax issues, and negotiated findings with businesses and representatives to meet compliance with local sales tax ordinance.
- Computed correct tax liabilities using taxpayer provided returns and supporting documentation.

REASON FOR LEAVING:

Promotion to Accountant I

DATES: From: 6/2018 To: 10/2018	EMPLOYER: Colorado Department of Human Services	POSITION TITLE: Grounds / Nursery I
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Pueblo, Connecticut, 81003		
SUPERVISOR: Joe Maurello - Grounds / Nursery III	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 0	

DUTIES:

- Provided grounds and landscape maintenance for the CMHIP campus, three DYS sites and 13 PRC Southern District Facilities.
- Performed a wide variety of commercial irrigation services to maintain an environmentally safe and aesthetically pleasing landscape on all campuses.
- Performed routine checks on sprinkler systems, makes adjustments to gear driven rotor heads and irrigation controllers, and assist in start-up and winterizing of sprinkler systems.
- Provided assistance as needed in maintenance by assisting journey level crafts people in carpentry, plumbing, HVAC and electrical functions.
- Operated and maintained a large variety of grounds equipment (i.e., front-end loader, backhoes, skid steer loader, dump truck and other manual tools.

REASON FOR LEAVING:

Took position with the City of Pueblo.

DATES: From: 12/2015 To: 6/2018	EMPLOYER: Wrightway Landscaping	POSITION TITLE: Foreman / Accountant
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Pueblo, Colorado, 81005		
PHONE NUMBER: 7199242383	SUPERVISOR: Chad Wright - Owner	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40	# OF EMPLOYEES SUPERVISED: 3	

DUTIES:

- Directed crew of two to three employees in day-to-day operations.
- Maintained company financial records and prepared financial statements to ensure proper requirements were met for federal, state and local tax laws.
- Analyzed requirements for materials and other resources for landscaping projects and assisted with landscape design.
- Prepared and submitted bids for potential jobs and formulated price quotes.
- Maintained customer accounts to include drafting and sending job estimates and performing accounts receivable duties.
- Trained and coached new and less experienced staff about equipment and landscape techniques.
- Oversaw and assisted in landscape installations (turf laying, irrigation systems, rock installation, trees, shrubs, etc.)
- Operated all power equipment necessary to complete the work (skid loaders, mowers, trenchers, etc.)
- Maintained a strong work ethic that represented the company in a positive manner.

REASON FOR LEAVING:

Began state employment

DATES: From: 5/2010 To: 8/2014	EMPLOYER: USAA	POSITION TITLE: Financial Advisor
ADDRESS: (Street, City, State/Province, Zip/Postal Code) 1855 Telstar Dr., Colorado Springs, Colorado, 80920		COMPANY URL: http://www.usaa.com

PHONE NUMBER: 800-210-8722		SUPERVISOR: Ben Reis - Manager	MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No
HOURS PER WEEK: 40		# OF EMPLOYEES SUPERVISED: 0	
DUTIES: • Provided financial advice on a wide array of life events to include retirement planning, saving and budgeting, and investing. • Provided guidance to customers on tax strategy and financial record keeping. • Responsible for providing quality service to members through the handling of routine to moderate inquiries and transactions for investment accounts. • Maintained knowledge of investment regulations and guidelines associated with company investment products, and responded to financial inquiries through various channels. • Deepened member relationships through needs assessment and solution offerings from the wide array of company products and services. • Held Series 7, 63, 65 licenses.			
REASON FOR LEAVING: Moved from Colorado Springs to Pueblo			
DATES: From: 5/2000 To: 4/2005		EMPLOYER: US Army	POSITION TITLE: Supervisor/Program Manager/ Tank Gunner
ADDRESS: (Street, City, State/Province, Zip/Postal Code) Vilseck, International		COMPANY URL: http://www.army.mil	
SUPERVISOR: Lewis, Clyster - Platoon Sergeant		MAY WE CONTACT THIS EMPLOYER? ☒ Yes ☐ No	
HOURS PER WEEK: 40		# OF EMPLOYEES SUPERVISED: 2	
DUTIES: • Responsible for maintaining the health, welfare, training, and morale of supervised soldiers, while serving in a forward deployed Armor unit liable for worldwide deployment missions. • Responsible for the tactical deployment, maintenance, and accountability of an M1A1 main battle tank valued in excess of 3.5 million dollars. Ensured the equipment's operational readiness rate remained above 95% at all times. • Served as Program Manager for the Commander's Physical Security Program. Responsible for coordinating and planning for the integration of new and changing program objectives therein assuming responsibility for the research, analysis, and evaluation of current and projected program goals. • Responsible for developing operating plans to improve organizational readiness and recommended statistical solutions to advance performance. • Provided leadership for the retention and utilization of a qualified workforce in support of the Army's mission. • Planned work to be accomplished by subordinates, set and adjusted short-term priorities, and prepared schedules for completion of work. • Evaluated work performance of subordinates; gave advice, counseled, or instructed employees on both work and administrative matters. • Identified developmental and training needs for employees; provided or arranged training objectives as needed for employee development.			
REASON FOR LEAVING: Completion of Contracted Obligation			

CERTIFICATES AND LICENSES
Nothing Entered For This Section
Skills
Nothing Entered For This Section
ADDITIONAL INFORMATION
Nothing Entered For This Section
REFERENCES
Nothing Entered For This Section

Agency-Wide Questions

1. **Are you a relative of the Mayor or any Department Director of the city? Relative means domestic partner and any person related by blood, current marriage (in-law), step or adoption, in any of the following degrees: parent, spouse, children, brothers, sisters, nephews, nieces, aunts, uncles, first cousins, grandparents and grandchildren. A current listing of the Mayor and Department Directors is available at <https://www.pueblo.us/2173/City-Departments>.**
No
2. **Employment History. Did you account for the last ten years of your employment history on your application? Note: You must complete the work history section of your application. A resume may be attached as a supplement only.**
Yes

Job Specific Supplemental Questions

1. Indicate your highest level of completed education.

Bachelor's Degree

2. This position requires at least a bachelor's degree from an accredited college or university in finance, accounting, economics, business administration, or closely related field from an accredited college or university. Do you meet this requirement?

Yes

3. Please indicate your years of progressively responsible accounting/financial management experience.

10 or More Years

4. Please explain your progressively responsible accounting/financial management experience.

Before my time with the City, I have worked for USAA as a Financial Advisor and have worked as an accountant for small businesses. While working for the City, I have been in the roles of Tax Auditor, Accountant I, Accountant II, Senior Tax Auditor, and Interim Director of Finance.

5. Please indicate your years of experience supervising or managing accounting/financial staff with a municipality or other governmental organization.

5 Years

6. Please explain your experience supervising or managing accounting/financial staff with a municipality or other governmental organization.

Beginning as an Accountant I with the City, I oversaw the processes and work product of all personnel in the City who handle cash receipts. As an Accountant II I directly supervised the work product of the Payroll Coordinator as well as overseeing the work product of the various payroll clerks throughout the City. As a Senior Tax Auditor, I oversaw the work product of the Tax Auditors employed with the City. As the Interim Director of Finance I directly supervised two Managers and a department of 27 full time staff and 4 part-time staff members.

7. Do you have a valid driver's license?

yes

The following terms were accepted by the applicant upon submitting the online application:

By clicking on the 'Accept' button, I hereby certify, under penalty of perjury, that this application was completed by me, contains no misrepresentation or falsification, and that all entries on it, and information in it are true, accurate and complete to the best of my knowledge and belief. Further, I understand and attest that:

- this completed application is the property of the City of Pueblo.
- I give the City of Pueblo or designee(s) permission to verify any information regarding my application.
- I may be required to verify any and all information given on this application and the City of Pueblo may contact prior employers and other references.
- should an investigation at any time reveal misrepresentation or falsification, my application may be rejected, my name removed from the candidate register, and if I have been appointed to a position from such register that I may be dismissed from City service, and be disqualified from applying in the future for any position under the jurisdiction of the Pueblo Civil Service Commission.
- I will have to produce documentation verifying identity and employment eligibility in the U.S.
- I must notify the City of Pueblo Civil Service Commission of any changes in my name, address, or phone number.
- for both administrative and financial reasons, the City of Pueblo requires direct deposit payment for all payroll checks. Unless an exemption is authorized, my regular monthly net pay will be deposited electronically on the regularly scheduled pay day.

This application was submitted by Danny E Nunn on 1/5/25 8:49 PM

Signature _____

Date _____

Danny Nunn

Pueblo, CO 81006 | 719-553-2622

dnunn@pueblo.us



Dedicated goal-oriented professional, with a Bachelors of Science degree in Accounting. Seeking to obtain an experienced position where I can utilize my work experience and educational background. Recognized as a strong strategic thinker and team builder that possesses the necessary analytical abilities to evaluate methods to assess organizational effectiveness. Proactive problem solver, consistently seeking new challenges in pursuit of continuous improvement and professional development.

Skills

- Stakeholder management
- Risk mitigation
- Cash flow management
- Internal controls
- Financial reporting and analysis
- GASB compliance
- Cost control
- Investment analysis
- Audit management
- Budget design

Work History

August 2024 - Current

Interim Director of Finance

City of Pueblo, Pueblo, CO

- Provides the Mayor with insights on the financial status and future needs of city departments, and offer strategic recommendations.
- Contributes to the preparation of departmental agendas and facilitate financial discussions with city leadership and the City Council, ensuring appropriate financial actions are taken.
- Oversee the preparation and submission of the Annual Consolidated Financial Report (ACFR), ensuring accuracy, compliance with accounting standards, and timely reporting to stakeholders.
- Collaborates with city departments to establish and manage project plans, objectives, and performance measures that align with the City's mission and strategic objectives.
- Offers financial policy guidance for the development and review of budget requests and project proposals, ensuring they reflect strategic and tactical needs.
- Collaborates with city departments to develop and submit the annual budget, comprising of \$125 million in general fund expenditures and a total expenditure budget of \$248 million. Oversee the budget's implementation post-adoption, ensuring alignment with strategic goals and performance metrics.
- Supervises budgetary execution and control, recommending or approving adjustments to align with the city's strategic direction and mayoral directives.
- Promotes a high-performance culture, encouraging diverse ideas and perspectives. Develops reward systems, learning programs, and provides mentoring to finance department staff.

July 2023 - August
2024

Senior Tax Auditor

City of Pueblo, Pueblo, CO

- Examines highly complex accounting and related records of business firms to determine tax liabilities.
- Leads, trains, and schedules duties of Tax Auditor I's and Tax Auditor II's
- Independently conducts large scale, highly complex audits of a special or difficult nature according to Generally Accepted Accounting Principles and Generally Accepted Auditing Procedures.
- Analyzes and evaluates auditing problems and develops and recommends effective auditing procedures and programs.
- Observes, compares, and reviews financial records of businesses to determine compliance with the City of Pueblo Municipal Code.
- Organizes detailed financial data (i.e., summarizes total gross revenue and deductions by classification, and identifies and segregates exceptions to full compliance with the tax code using samples of source documents)
- Attends tax hearings and gives testimony regarding work performed and the basis of the City's assessment.
- Educates business managers in computing and reporting taxes due by explaining legal requirements, rules, regulations, procedures, and ordinances of the City and other agencies involved.

March 2021 - July
2023

Accountant II

City of Pueblo, Pueblo, CO

- Supervises and overseas payroll processes and personnel work for a \$99MM budget and 38 annual payroll cycles.
- Budgets, monitors, files, and remits payment for Federal and State taxes, employee retirement plans, insurance products, voluntary benefits, and wage assignments for over 1,200 employees.
- Plans, schedules, and directs the work of clerical personnel.
- Supervises the keeping of journals and subsidiary ledgers.
- Reconciles accounts of various funds and General Ledger to Project Reports.
- Provides information and assistance in preparation of the budget.
- Performs analytical procedures in relation to the accounts of the City, including analyzing data to identify expenditure and revenue trends for long range financial planning.

March 2019 - June
2021

Accountant I

City of Pueblo, Pueblo, CO

- Manages and posts all revenue transactions for the city of Pueblo and related departments to include Pueblo Transit, Parks and Recreation, and the Pueblo Municipal Court.
- Overseas and analyzes day to day operations of city cashiering staff and assists staff with technical and financial issues.
- Reviews and approves routine billing and accounts receivable functions.
- Maintains and reconciles journals, ledgers and other record books in accordance with standard procedures and GASB.
- Prepares periodic financial statements, reports and tabulations.
- Conducts special studies of funds, revenues, expenditures and related accounting activities as directed.
- Examines and reviews a variety of accounting transactions and documents for accuracy and propriety.

- Assists departmental and agency officials in the preparation and maintenance of accounting and fiscal documents in accordance with established procedures.
- Assists in data processing conversions and implementations.

June 2018 - April 2019

Owner / CFO

Nunn Sprinkler and Design, LLC, Pueblo, CO

- Designed simple to complex irrigation systems for customers and prepared job cost estimates for proposal.
- Prepared customer invoices and applied received payments.
- Maintained company financial records and prepared financial statements to ensure proper requirements were met for federal, state and local tax laws.
- Ensured work performed remained in budgetary guidelines set forth in cost estimates.
- Maintained inventory of related parts and supplies.
- Responsible for providing excellent customer service to a wide array of clientele in order to build and strengthen company brand.
- Marketed business on social media and print platforms.

October 2018 - March 2019

Tax Auditor I

City of Pueblo, Pueblo, CO

- Researched, analyzed and interpreted local tax ordinance as well as State tax statutes and court rulings while conducting sales tax audits on businesses operating within the City of Pueblo.
- Provided assistance to businesses by responding to audit inquiries or information requests in person, email or by telephone to provide accurate information in a timely manner.
- Discussed audit results, communicated complex sales tax issues, and negotiated findings with businesses and representatives to meet compliance with local sales tax ordinance.
- Computed correct tax liabilities using taxpayer provided returns and supporting documentation.

June 2018 - October 2018

Grounds / Nursery I

Colorado Department Of Human Services, Pueblo, CO

- Provided grounds and landscape maintenance for the CMHIP campus, three DYS sites and 13 PRC Southern District Facilities.
- Performed a wide variety of commercial irrigation services to maintain an environmentally safe and aesthetically pleasing landscape on all campuses.
- Performed routine checks on sprinkler systems, makes adjustments to gear driven rotor heads and irrigation controllers, and assist in start-up and winterizing of sprinkler systems.
- Provided assistance as needed in maintenance by assisting journey level crafts people in carpentry, plumbing, HVAC and electrical functions.
- Operated and maintained a large variety of grounds equipment (i.e., front-end loader, backhoes, skid steer loader, dump truck and other manual tools.

December 2015 - June 2018

Foreman / Accountant

Wrightway Landscaping, Pueblo, CO

- Directed crew of two to three employees in day-to-day operations.
- Maintained company financial records and prepared financial statements to ensure proper requirements were met for federal, state and local tax laws.
- Analyzed requirements for materials and other resources for landscaping

projects and assisted with landscape design.

- Prepared and submitted bids for potential jobs and formulated price quotes.
- Maintained customer accounts to include drafting and sending job estimates and performing accounts receivable duties.
- Trained and coached new and less experienced staff about equipment and landscape techniques.
- Oversaw and assisted in landscape installations (turf laying, irrigation systems, rock installation, trees, shrubs, etc.)
- Operated all power equipment necessary to complete the work (skid loaders, mowers, trenchers, etc.)
- Maintained a strong work ethic that represented the company in a positive manner.

May 2010 - August
2014

Financial Advisor

USAA, Colorado Springs, CO

- Provided financial advice on a wide array of life events to include retirement planning, saving and budgeting, and investing.
- Provided guidance to customers on tax strategy and financial record keeping.
- Responsible for providing quality service to members through the handling of routine to moderate inquiries and transactions for investment accounts.
- Maintained knowledge of investment regulations and guidelines associated with company investment products, and responded to financial inquiries through various channels.
- Deepened member relationships through needs assessment and solution offerings from the wide array of company products and services.
- Held Series 7, 63, 65 licenses.

May 2000 - April 2005

Supervisor/Program Manager/ Tank Gunner

US Army, Vilseck, Germany

- Responsible for maintaining the health, welfare, training, and morale of supervised soldiers, while serving in a forward deployed Armor unit liable for worldwide deployment missions.
- Responsible for the tactical deployment, maintenance, and accountability of an M1A1 main battle tank valued in excess of 3.5 million dollars. Ensured the equipment's operational readiness rate remained above 95% at all times.
- Served as Program Manager for the Commander's Physical Security Program. Responsible for coordinating and planning for the integration of new and changing program objectives therein assuming responsibility for the research, analysis, and evaluation of current and projected program goals.
- Responsible for developing operating plans to improve organizational readiness and recommended statistical solutions to advance performance.
- Provided leadership for the retention and utilization of a qualified workforce in support of the Army's mission.
- Planned work to be accomplished by subordinates, set and adjusted short-term priorities, and prepared schedules for completion of work.
- Evaluated work performance of subordinates; gave advice, counseled, or instructed employees on both work and administrative matters.
- Identified developmental and training needs for employees; provided or arranged training objectives as needed for employee development.

Education

July 2009

Bachelor of Science in Accounting

Minnesota State University, Mankato at Mankato, MN

- Dean's List
- Horacio Alger Scholarship Recipient

Danny E. Nunn
Interim Director of Finance
CO 81003

Annamarie Elliss
Accounting Manager
2695



One City Hall Place
Pueblo,

Phone (719) 553-2625
Fax (719) 553-

Department of Finance

Danny Nunn
City of Pueblo – Finance Department
January 3rd, 2025

Mayor Heather Graham
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Dear Mayor Graham,

I am writing to express my interest in the Director of Finance position with the City of Pueblo. With a comprehensive background in finance, accounting, and tax auditing, combined with my recent role as the Interim Director of Finance, I am confident in my ability to contribute effectively to your team and drive the financial success of the City.

As the Interim Director of Finance, I have had the opportunity to oversee the City's financial operations, including developing the 2025 budget, completing the 2023 annual audit, and implementing new policy for the City. This role has allowed me to demonstrate my leadership abilities, guiding my team through challenging scenarios. My hands-on experience in managing the City's finances has equipped me with the knowledge and expertise required for the Director of Finance position.

I am particularly drawn to this role because of my commitment to public service and my desire to contribute to the betterment of Pueblo. I am eager to leverage my skills and experience to ensure the financial stability and growth of the City. I am confident that my background, combined with my passion for public service, makes me a strong candidate for this position.

Thank you for considering my application. I look forward to the opportunity of making a meaningful impact for Pueblo.

Sincerely,

A handwritten signature in blue ink, appearing to read "DEN", followed by a horizontal line.

Danny E. Nunn
Interim Director of Finance
City of Pueblo



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO KADOYA GALLERY, INC. IN THE AMOUNT OF \$1,200 TO SPONSOR THE DIG TALKS 2025: YOUNG LEADERS SERIES STARTING FEBRUARY 26, 2025 AT 6 PM IN THE BACKROOM OF THE SENATE BAR

SUMMARY:

Attached for consideration is a request for support of Kadoya Gallery, Inc. in the amount of \$1,200 to sponsor the Dig Talks 2025: Young Leaders Series starting February 26, 2025 at 6 pm in the backroom of the Senate Bar.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$1,200 to sponsor The Dig 2025: A Contemporary Speakeasy starting February 26, 2025 at 6 pm. The Dig returns in 2025 with a powerful new installment, The Young Leaders Series, showcasing the voices of our youngest and brightest community members. This dynamic speaker series is more than a platform for storytelling; it's a call to action to reinvigorate the fabric of community life. Following a troubling trend of declining civic engagement—documented in Robert Putnam's seminal work *Bowling Alone* and the new documentary *Join or Die*—this series seeks to reverse the narrative by fostering a renewed sense of belonging and purpose through shared stories and the simple act of breaking bread.

Over the past decade, participation in community-based clubs and organizations has plummeted by up to 70%, eroding the hyper-local social capital that defines and strengthens our communities. The Young Leaders Series aims to change that by offering a space for our emerging leaders to share their unique perspectives on who we are, what

we have to say, and where we are heading. Hosted monthly in the welcoming Backroom at the Senate Bar, these evenings of storytelling and connection promise to inspire and uplift, reminding us all of the power of community and the importance of investing in the voices that shape our future.

The 2025 lineup includes: Javier Quinones, Tyler Shown, Megan Moore, Shannon Palmer, Jennifer de Groot, Gavin Grant, Vicy Stone, Jocelyn Martinez, Antonio Huerta, Haley Sue Robinson, Molly Cotner, and Rachel Kutskill

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$1,200 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Kadoya Gallery, Inc.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Kadoya The Digs Request
2. 2025 Contingencies (Council) Kadoya Gallery The Dig Talks
3. Colorado Secretary of State - Organization Record Confirmation Kadoya pulled 2.5.25

RESOLUTION NO. 15922

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO KADOYA GALLERY, INC. IN THE AMOUNT OF \$1,200 TO SPONSOR THE DIG TALKS 2025: YOUNG LEADERS SERIES STARTING FEBRUARY 26, 2025 AT 6 PM IN THE BACKROOM OF THE SENATE BAR

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,200 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Kadoya Gallery, Inc. to sponsor the Dig Talks 2025: Young Leaders Series starting DATE in the backroom of the Senate Bar.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to effectuate the policies and procedures described herein.

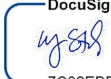
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: February 24, 2025

BY: Roger Gomez
MEMBER OF CITY COUNCIL

APPROVED: Mark Cliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: [Sarah Martinez](#)
To: [Alyssa Parga](#)
Subject: Resolution
Date: Monday, January 13, 2025 8:10:30 PM
Attachments: [Outlook-d4nrpnt.png](#)

Hi Alyssa,

Can we please get a resolution for \$1200 to help sponsor The Dig's talks for this year? Their fiscal agent is Kadoya Gallery which is a 501c3. www.kadoyagallery.org/a-contemporary-speakeasy Our very own Haley Sue Robinson is a featured speaker this year.

Below is the information of 2025:

The Dig 2025: A Contemporary Speakeasy | Young Leaders Series Reignites Community Connection in Pueblo

The Dig returns in 2025 with a powerful new installment, The Young Leaders Series, showcasing the voices of our youngest and brightest community members. This dynamic speaker series is more than a platform for storytelling; it's a call to action to reinvigorate the fabric of community life. Following a troubling trend of declining civic engagement—documented in Robert Putnam's seminal work *Bowling Alone* and the new documentary *Join or Die*—this series seeks to reverse the narrative by fostering a renewed sense of belonging and purpose through shared stories and the simple act of breaking bread.

Over the past decade, participation in community-based clubs and organizations has plummeted by up to 70%, eroding the hyper-local social capital that defines and strengthens our communities. The Young Leaders Series aims to change that by offering a space for our emerging leaders to share their unique perspectives on who we are, what we have to say, and where we are heading. Hosted monthly in the welcoming Backroom at the Senate Bar, these evenings of storytelling and connection promise to inspire and uplift, reminding us all of the power of community and the importance of investing in the voices that shape our future.

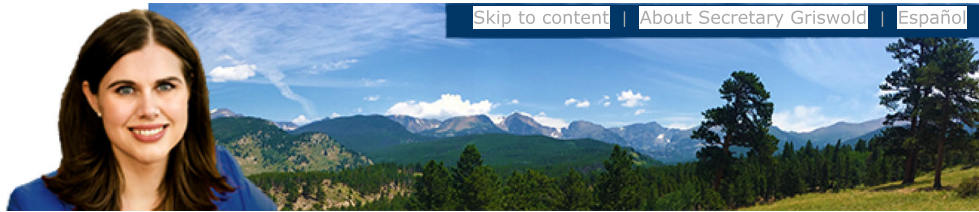
The 2025 lineup includes: Javier Quinones, Tyler Shown, Megan Moore, Shannon Palmer, Jennifer de Groot, Gavin Grant, Vicy Stone, Jocelyn Martinez, Antonio Huerta, Haley Sue Robinson, Molly Cotner, and Rachel Kutskill.

Thanks,

Sarah Martinez

City Council, District 3
City of Pueblo
(Cell) 719-568-8033

[illegible]



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Organization Record Confirmation

Review and select "Confirm" if this entity is the correct business organization.

ID Number:	20188036125
Name:	Kadoya Gallery Inc.
Principal Street Address:	127 Spring St, Pueblo, CO, 81003, US
Principal Mailing Address:	
Registered Agent:	Gregory Howell
Registered Agent Street Address:	127 Spring St, Pueblo, CO, 81003, US
Registered Agent Mailing Address:	
Status:	Good Standing
Form:	Nonprofit Corporation
Jurisdiction:	CO
Formation Date:	2018-12-28

[Previous Page](#)

[Confirm](#)



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MARIPOSA CENTER FOR SAFETY IN THE AMOUNT OF \$800 TO SPONSOR THE ODE TO CHOCOLATE INDULGENCE ON FRIDAY, MARCH 14 FROM 4 - 7 PM AT MARIPOSA CENTER FOR SAFETY

SUMMARY:

Attached for consideration is a request for support of Mariposa Center for Safety in the amount of \$800 to sponsor the Ode to Chocolate Indulgence on Friday, March 14 from 4 - 7 pm at Mariposa Center for Safety.

PREVIOUS COUNCIL ACTION:

Council supported this event in 2008 with \$1,500.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$800 to sponsor Ode to Chocolate Indulgence on Friday, March 14 from 4 - 7 pm at Mariposa Center for Safety at the 'brownie' level. The Ode to Chocolate Indulgence brings back a smaller version of the beloved Chocolate Indulgence. Enjoy a Happy Hour featuring a variety of drinks, appetizers, and of course an assortment of chocolate treats! Vote on your favorite treats and drinks, bid on chocolate items, and learn about the work we do to support those experiencing domestic violence and our community. Your support of this event will give you a chance to meet other community-minded people and those who support the awareness and prevention of domestic violence.

FINANCIAL IMPLICATIONS:

Payment of funds in the amount of \$800 would be paid from the Council Contingencies Account in the 2025 General Fund Budget to Mariposa Center for Safety.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this purpose.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

ATTACHMENTS:

1. Sponsorship Request Mariposa Chocolate Indulgence 2025
2. 2025 Contingencies (Council) Chocolate Indulgence
3. Colorado Secretary of State - Summary Mariposa Center for Safety pulled 2.13.25

RESOLUTION NO. 15923

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2025 GENERAL FUND BUDGET TO MARIPOSA CENTER FOR SAFETY IN THE AMOUNT OF \$800 TO SPONSOR THE ODE TO CHOCOLATE INDULGENCE ON FRIDAY, MARCH 14 FROM 4 - 7 PM AT MARIPOSA CENTER FOR SAFETY

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$800 from the Council Contingencies Account in the 2025 General Fund Budget is authorized to be paid to Mariposa Center for Safety to sponsor the Ode to Chocolate Indulgence on Friday, March 14 from 4 - 7 pm at Mariposa Center for Safety.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution to effectuate the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: February 24, 2025

BY: Brett Boston
MEMBER OF CITY COUNCIL

APPROVED: Mark Aliff
PRESIDENT OF CITY COUNCIL

ATTESTED BY: [Signature]
CITY CLERK



Ode to Chocolate Indulgence

Friday, March 14 | 4-7pm
at Mariposa Center for Safety
801 N. Santa Fe Ave.

The Ode to Chocolate Indulgence brings back a smaller version of the beloved Chocolate Indulgence. Enjoy a Happy Hour featuring a variety of drinks, appetizers, and of course an assortment of chocolate treats! Vote on your favorite treats and drinks, bid on chocolate items, and learn about the work we do to support those experiencing domestic violence and our community. Your support of this event will give you a chance to meet other community-minded people and those who support the awareness and prevention of domestic violence.

SPONSORSHIP OPPORTUNITIES

\$3,000 Presenting Sponsor

Only 1 Available

- ▶ Logo recognition in all event marketing material – “Ode to Chocolate Indulgence presented by YOUR COMPANY”
- ▶ Website & social media recognition
- ▶ Recognition in annual report
- ▶ 25 tickets to the event

\$1,500 Truffle Sponsor

- ▶ Logo recognition in event marketing materials
- ▶ Website & social media recognition
- ▶ Recognition in annual report
- ▶ 20 tickets to the event

\$1,000 Bon Bon Sponsor

- ▶ Logo recognition in event marketing material
- ▶ Website & social media recognition
- ▶ 15 tickets to the event

\$500 Brownie Sponsor

- ▶ Name recognition in event marketing material
- ▶ Website & social media recognition
- ▶ 10 tickets to the event



MARIPOSA
CENTER FOR SAFETY

Ode to Chocolate Indulgence

Thank You for Sponsoring

Name: _____

Organization: _____

Address: _____

Email: _____ Phone: _____

☐

Presenting
\$3,000

☐

Truffle
\$1,500

☐

Bon Bon
\$1,000

☐

Brownie
\$500

☐

Individual
\$25

☐

Invoice me

☐

Payment Enclosed

☐

Contact me for payment

Credit Card number: _____

Exp: ____/____

Security Code: _____

Send your completed form to: 801 N. Santa Fe Ave., Pueblo, CO 81003
or email: sandym@mariposacs.org

Logo must be submitted no later than Feb. 1, 2025 for inclusion in
marketing materials. PNG, JPEG or Vector accepted.

For more information please contact Sandy - 719-766-9394 or
sandym@mariposacs.org



CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: February 10, 2025

Name: Sandy Morrison

Business/Non-Profit Name: Mariposa Center for Safety

Phone: 719-766-9394 E-Mail: sandy@mariposacs.org

Name of Event: Ode to Chocolate Indulgence

Date of Event: Friday, March 14 Amount requested: \$1000

*****Supporting event documents must be attached to this request*****

Make check payable to:

Business/Non-Profit Name: Mariposa Center for Safety

Address: 801 N. Santa Fe Ave, Pueblo, CO 81003

Phone: 719-766-9394

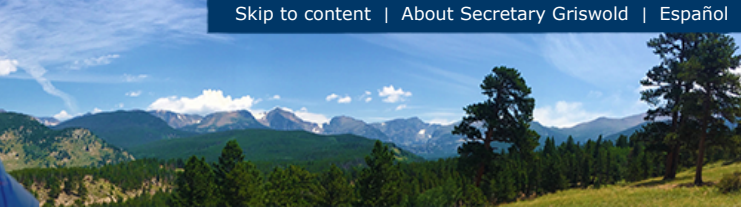
Please note: If the payee listed above is not an established vendor with the City of Pueblo, the application must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo we will confirm the information listed above. If the information does not match our records, it must be updated before payment can be processed.

OFFICE USE ONLY:

Amount approved: _____ Supporting Councilmember: _____

Agenda date: _____ Vendor Confirmation Date: _____

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Summary

Charitable organization			
Name	MARIPOSA CENTER FOR SAFETY		
Other names (DBAs)	MARIPOSA CENTER FOR SAFETY, YOUNG WOMEN'S CHRISTIAN ASSOCIATION DBA YWCA OF PUEBLO, TERESA'S PLACE, YWCA PUEBLO		
Status	Good as of 11/04/2024		
Expires on	02/15/2026	Initial registration	09/05/2002
Registration #	20023005622	Established	01/01/1914, Colorado
EIN	84-0402720	Form	Corporation
Street	801 N. SANTA FE, PUEBLO, CO 81003		
Mailing			
County	PUEBLO		
Phone	719 542-6904		
Website	WWW.MARIPOSCACENTERFORSAFETY.ORG		
NTEE codes	HOUSING,SHELTER; HUMAN SERVICES; PUBLIC,SOCIETY BENEFIT		
Charitable purpose	DOMESTIC VIOLENCE SERVICES - IN FISCAL YEAR 2022 MARIPOSA CENTER FOR SAFETY SHELTERED APPX. 175 WOMEN, MEN & CHILDREN; OUR CO-LOCATION PROGRAM SERVED APPX. 300 CLIENTS; TERESA'S PLACE, OUR SUPERVISED VISITATION AND EXCHANGE PROGRAM FOR FAMILIES IMPACTED BY FAMILY VIOLENCE, SERVED APPX 100 FAMILIES.		
Tax-exempt code	501(C)(3)		
Donations tax deductible?	Yes		
Three-year data			
	06/30/2022	06/30/2023	06/30/2024
Revenue	\$1,652,027.00	\$1,611,576.00	\$1,887,717.00
Expenses	\$1,875,601.00	\$887,320.00	\$314,956.00
Assets	\$1,315,211.00	\$1,315,211.00	\$1,094,814.00
Liabilities	\$295,182.00	\$295,182.00	\$354,147.00
Program services to total expenses	44%	About financial ratios	
Fundraising expenses to contributions	21%		
Actions			
Fines			
Get certificate of registration			
History			

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT BRO M086-079 (22616) FOR THE MEL HARMON BRIDGE OVERLAY AND REHABILITATION PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$797,179 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the 1st Amendment of an Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Department of Transportation ("CDOT") relating to the Mel Harmon Drive Bridge Overlay and Rehabilitation Project, and budgets and appropriates funds in the amount of an additional \$797,179.

PREVIOUS COUNCIL ACTION:

Ordinance 9205 (November 27, 2017) adopted the City of Pueblo 2018 Budget, which budgeted \$150,000 for this project (HU1802).

Ordinance 9373 (November 26, 2018) adopted the City of Pueblo 2019 Budget, which budgeted an additional \$300,000 for the same project.

Ordinance 9618, (December 26, 2019) approved an intergovernmental agreement between the City of Pueblo and the State of Colorado, accepted grant funds from FHWA and budgeted and appropriated funds in the amount of \$418,701.00 with a local match of \$104,675.

BACKGROUND:

The Mel Harmon Drive Bridge was constructed in 1976. It spans Pueblo Mall Drive and Union Pacific Railroad Tracks. Recent Bridge Inspection Reports have recommended that rehabilitation shall include the following tasks to preserve the structure: resurface the bridge deck, address settlement issues/mud jack slope pavement, remove and replace noncompliant bridge railing, modify approach rails, remove and replace damaged curb and gutter and sidewalk, remove vegetation, etc.

In 2018, the City was awarded a grant from the FHWA in the amount of \$418,701 to aid in the rehabilitation of this bridge. The source of the funds that were budgeted and appropriated in the 2018 and 2019 City of Pueblo annual budget is the FASTER Bill portion of the City's Highway User Tax Fund (HUTF).

This Ordinance approves the 1st Amendment to the Intergovernmental Agreement originally effective on January 29, 2020, between the City and CDOT. This amendment is due to the addition of funds in the amount of \$797,179 due to the engineers estimate exceeding the amount of funding available.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$797,179 shall be budgeted and appropriated for Project HU1802 Mel Harmon Drive Bridge Overlay and Rehabilitation from the additional funding from the State of Colorado grant.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance would deny the additional funding from the State of Colorado.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Complete Draft AM1 Pueblo (22616) 3331002042 Jan 22 2025
2. GRANT CERTIFICATION

ORDINANCE NO. 10902

AN ORDINANCE APPROVING THE 1ST AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION ("CITY"), AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION ("CDOT"), PROJECT BRO M086-079 (22616) FOR THE MEL HARMON BRIDGE OVERLAY AND REHABILITATION PROJECT, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$797,179 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The 1st Amendment to the Intergovernmental Agreement ("IGA") between the City of Pueblo, a Colorado Municipal Corporation, and State of Colorado, acting by and through the Colorado Department of Transportation (CDOT), Project: BRO M086-079 (22616), Mel Harmon Drive Bridge Overlay and Rehabilitation, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the IGA 1st Amendment in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

Subject to encumbrances by the Colorado State Department of Transportation, funds from the Mel Harmon Drive Bridge Overlay and Rehabilitation (22616) in the amount of \$797,179 are hereby budgeted and appropriated for the Mel Harmon Drive Bridge Overlay and Rehabilitation No. HU1802.

SECTION 4.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

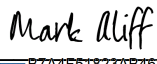
SECTION 5.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 10, 2025.

Final adoption of Ordinance by City Council on February 24, 2025.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☐ Approved on 2/25/2025 | 1:50 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:

7C02EBDFFC3D43C...

City Clerk

STATE OF COLORADO AMENDMENT

Amendment #: 1

Project #: BRO M086-079 (22616)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation		Amendment Routing Number 20-HA2-XC-00047-M0002
Local Agency CITY OF PUEBLO		Original Agreement Routing Number 20-HA2-XC-00047
Agreement Maximum Amount	\$1,519,850.00	Agreement Performance Beginning Date January 29, 2020
		Initial Agreement expiration date January 28, 2030

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director _____ Keith Stefanik, P.E., Chief Engineer Date: _____	
LOCAL AGENCY CITY OF PUEBLO _____ Heather Graham, Mayor Date: _____	SECOND LOCAL AGENCY SIGNATURE, IF NEEDED CITY OF PUEBLO Attest: _____ Marisa Stoller, City Clerk Date: _____

In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Amendment Effective Date: _____
--

1) PARTIES

This Amendment (the "Amendment") to the Original Agreement shown on the Signature and Cover Page for this Amendment (the "Agreement") is entered into by and between the Local Agency and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Agreement shall be construed and interpreted in accordance with the Agreement.

3) EFFECTIVE DATE AND ENFORCEABILITY

A. Amendment Effective Date

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay the Local Agency for any Work performed or expense incurred under this Amendment either before or after the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties' respective performances under this Amendment and the changes to the Agreement contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Agreement.

4) PURPOSE

The Parties entered into this agreement for the Mel Harmon Bridge Rehab project. Now the parties wish to increase funding from \$523,376.00 to \$1,519,850.00.

5) MODIFICATIONS

- a) Increase funding from \$523,376.00 to \$1,519,850.00.
- b) Exhibit C shall be replaced by the attached Exhibit C-1. Any reference in the Agreement to Exhibit C shall be a reference to Exhibit C-1.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Agreement, and the Agreement and all prior amendments or other modifications to the Agreement, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Agreement, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Agreement or any prior modification to the Agreement, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Agreement to the extent that this Amendment specifically modifies those Special Provisions.

THE REMAINDER OF THIS PAGE IS INTENTIONALLY LEFT BLANK

EXHIBIT C-1 - FUNDING PROVISIONS**City of Pueblo - BRO M086-079 (22616)****A. Cost of Work Estimate**

The Local Agency has estimated the total cost of the Work to be \$1,519,850.00, which is to be funded as follows:

1. FUNDING			
a.	Federal Funds (80% of BRO Award)		\$1,215,880.00
b.	Local Agency Funds (20% of BRO Award)		\$303,970.00
TOTAL FUNDS ALL SOURCES			\$1,519,850.00
2. OMB UNIFORM GUIDANCE			
a.	Federal Award Identification Number (FAIN):		TBD
b.	Name of Federal Awarding Agency:		FHWA
c.	Local Agency Unique Entity Identifier		NJK3BNUDRHJ7
d.	Assistance Listing # Highway Planning and Construction		ALN 20.205
e.	Is the Award for R&D?		No
f.	Indirect Cost Rate (if applicable)		N/A
g.	Amount of Federal Funds Obligated by this Action:		\$0.00
h.	Amount of Federal Funds Obligated to Date (including this Action):		\$0.00
3. ESTIMATED PAYMENT TO LOCAL AGENCY			
a.	Federal Funds Budgeted		\$1,215,880.00
b.	Less Estimated Federal Share of CDOT-Incurred Costs		\$0.00
TOTAL ESTIMATED PAYMENT TO LOCAL AGENCY		80%	\$1,215,880.00
TOTAL ESTIMATED FUNDING BY LOCAL AGENCY		20%	\$303,970.00
TOTAL PROJECT ESTIMATED FUNDING		100%	\$1,519,850.00
4. FOR CDOT ENCUMBRANCE PURPOSES			
a.	Total Encumbrance Amount (Federal funds + Local Agency funds)		\$1,519,850.00
b.	Less ROW Acquisition 3111 and/or ROW Relocation 3109		\$0.00
NET TO BE ENCUMBERED BY CDOT IS AS FOLLOWS			\$1,519,850.00

Note: No funds are currently available. Design and Construction funds will become available after execution of an Option letter (Exhibit B) or formal Amendment.

WBS Element 22616.10.30	Performance Period Start*/End Date TBD-TBD	Design 3020	\$0.00
WBS Element 22616.20.10	Performance Period Start*/End Date TBD-TBD	Const. 3301	\$0.00

*The Local Agency should not begin work until all three (3) of the following are in place: 1) Phase Performance Period Start Date; 2) the execution of the document encumbering funds for the respective phase; and 3) Local Agency receipt of the official Notice to Proceed. Any work performed before these three (3) milestones are achieved will not be reimbursable.

B. Funding Ratios

The funding ratio for the federal funds for this Work is 80% federal funds to 20% Local Agency funds, and this ratio applies only to the \$1,519,850.00 that is eligible for federal funding. All other costs are borne by the Local Agency at 100%. If the total cost of performance of the Work exceeds \$1,519,850.00, and

additional federal funds are not available, the Local Agency shall pay all such excess costs. If the total cost of performance of the Work is less than \$1,519,850.00, then the amounts of Local Agency and federal funds will be decreased in accordance with the funding ratio described in **A1. This applies to the entire scope of Work.**

C. Maximum Amount Payable

The maximum amount payable to the Local Agency under this Agreement shall be \$1,215,880.00. For CDOT accounting purposes, the federal funds of \$1,215,880.00 and the Local Agency funds of \$303,970.00 will be encumbered for a total encumbrance of \$1,519,850.00. The total budget of this funding source is \$1,519,850.00, unless this amount is increased by an executed amendment before any increased cost is incurred. The total cost of the Work is the best estimate available, based on the design data as approved at the time of execution of this Agreement, and that any cost is subject to revisions agreed to by the parties prior to bid and award. **This applies to the entire scope of Work.**

D. Single Audit Act Amendment

All state and local government and non-profit organizations receiving \$750,000 or more from all funding sources defined as federal financial assistance for Single Audit Act Amendment purposes shall comply with the audit requirements of 2 CFR part 200, subpart F (Audit Requirements) see also, 49 CFR 18.20 through 18.26. The Single Audit Act Amendment requirements applicable to the Local Agency receiving federal funds are as follows:

i. Expenditure less than \$750,000

If the Local Agency expends less than \$750,000 in Federal funds (all federal sources, not just Highway funds) in its fiscal year then this requirement does not apply.

ii. Expenditure of \$750,000 or more-Highway Funds Only

If the Local Agency expends \$750,000 or more, in Federal funds, but only received federal Highway funds (Catalog of Federal Domestic Assistance, CFDA 20.205) then a program specific audit shall be performed. This audit will examine the "financial" procedures and processes for this program area.

iii. Expenditure of \$750,000 or more-Multiple Funding Sources

If the Local Agency expends \$750,000 or more in Federal funds, and the Federal funds are from multiple sources (FTA, HUD, NPS, etc.) then the Single Audit Act applies, which is an audit on the entire organization/entity.

iv. Independent CPA

Single Audit shall only be conducted by an independent CPA, not by an auditor on staff. An audit is an allowable direct or indirect cost.

GRANT CERTIFICATION

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Mel Harmon Drive Bridge Overlay and Rehabilitation_____

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

By: Kelly Grisham_____

Date 1/29/25_____

Name (print): Kelly Grisham_____

Title: Project Coordinator_____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, COLORADO ENERGY OFFICE, PROVIDING GRANT FUNDING TO THE CITY IN THE AMOUNT OF \$270,000, AND ESTABLISHING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$90,000 TO EACH OF THE FOLLOWING THREE PROJECTS: PROJECT CI2451 - GEOTHERMAL GRANT FIRE STATION 6, PROJECT CI2452 - GEOTHERMAL GRANT FIRE STATION 8, AND PROJECT CI2453- GEOTHERMAL GRANT FIRE STATION 11

SUMMARY:

This Ordinance creates three projects; Project Account CI2451 for Geothermal Grant Fire Station 6, Project Account CI2452 for Geothermal Grant Fire Station 8 and Project Account CI2453 for Geothermal Grant Fire Station 11, approves an Intergovernmental Agreements ("IGA") between Pueblo, a Colorado Municipal Corporation ("City") and the State of Colorado, Colorado Energy Office ("CEO") relating to Geothermal Energy Grant Program, accepts the grant and budgets and appropriates funds in the amount of \$90,000 for each fire station, totaling \$270,000 for the Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance establishes projects for each of the Geothermal Grants from the Colorado Energy Office, accepts the grant and approves the grant agreement between the City and CEO.

The City submitted a Geothermal Energy Grant Program grant for improvements to each of the three new fire stations that the City is currently constructing. The City of Pueblo

and the City of Pueblo Fire Department have committed to electrification in the construction of the three new fire stations. To reduce potential grid impacts and to improve winter resiliency, we are leveraging geothermal resources. The design process included evaluation of several design alternatives prior to the present focus on geothermal energy and a geoexchange system. In addition, we completed a geothermal test well to validate the suitability of these sites for geoexchange. The geothermal systems are coupled with high efficiency VRF and ERV HVAC systems within the fire houses along with high efficiency lighting and building envelope.

FINANCIAL IMPLICATIONS:

Match funds are not required.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Without the funds from the Geothermal Grant Program, the City would be required to pay for the full amount of the geothermal improvements.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. CEO Intergovernmental Grant Agreement City of Pueblo 1.23
2. GRANT CERTIFICATION

ORDINANCE NO. 10903

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, COLORADO ENERGY OFFICE, PROVIDING GRANT FUNDING TO THE CITY IN THE AMOUNT OF \$270,000, AND ESTABLISHING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$90,000 TO EACH OF THE FOLLOWING THREE PROJECTS: PROJECT CI2451 - GEOTHERMAL GRANT FIRE STATION 6, PROJECT CI2452 - GEOTHERMAL GRANT FIRE STATION 8, AND PROJECT CI2453- GEOTHERMAL GRANT FIRE STATION 11

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

Project Account CI2451, Geothermal Grant Fire Station 6, is hereby established.

SECTION 2.

Project Account CI2452, Geothermal Grant Fire Station 8, is hereby established.

SECTION 3.

Project Account CI2453, Geothermal Grant Fire Station 11, is hereby established.

SECTION 4.

The Intergovernmental Agreement ("IGA") between the City of Pueblo ("City"), a Colorado Municipal Corporation, and the State of Colorado, Colorado Energy Office ("CEO"), Geothermal Energy Grant Program, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 5.

Subject to encumbrances by the Colorado Energy Office, funds from the Geothermal Energy Grant Program in the amount of \$90,000 are hereby budgeted and appropriated for the Geothermal Grant Fire Station No. 6, Project Account No. CI2451.

SECTION 6.

Subject to encumbrances by the Colorado Energy Office, funds from the Geothermal Energy Grant Program in the amount of \$90,000 are hereby budgeted and appropriated for the Geothermal Grant Fire Station No. 8, Project Account No. CI2452.

SECTION 7.

Subject to encumbrances by the Colorado Energy Office, funds from the Geothermal Energy Grant Program in the amount of \$90,000 are hereby budgeted and appropriated for the Geothermal Grant Fire Station No. 11, Project Account No. CI2453.

SECTION 8.

The Mayor is authorized to execute and deliver the IGAs in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 9.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and IGAs to implement the policies and procedures described herein.

SECTION 10.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 10, 2025.

Final adoption of Ordinance by City Council on February 24, 2025.

DocuSigned by:
Mark Cliff
B7A4F51823AB482...

President of City Council

Action by the Mayor:

☒ Approved on 2/25/2025 | 3:16 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

DocuSigned by:

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State of Colorado Intergovernmental Grant Agreement

Cover Page

State Agency

Colorado Energy Office

Grantee

City of Pueblo

Grant Amount

State Fiscal Year 2025 \$270,000.00

State Fiscal Year 2026 Any unspent
funds from SFY25

Total for all State Fiscal Years \$270,000.00

Grant Issuance Date

The Effective Date

Grant Expiration Date

November 30, 2025

Fund Expenditure End Date

November 30, 2025

Agreement Authority -

Authority to enter into this Agreement exists in CRS §24-38.5-101, et seq., and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered balance thereof remains available for payment under HB-22-1381.

Grant Purpose

The purpose of this Agreement is to provide grant funding to Grantee to support its Geothermal Electricity Generation project. Grantee was awarded as result of the competitive Single Structure Geothermal Energy Grant Program Request for Applications (RFA) released on November 14, 2023

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.
2. Exhibit B, Project Budget and Payment Conditions.
3. Exhibit C, Sample Option Letter.

In the event of a conflict of inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- 1. Colorado Special Provisions in §17 of the main body of this Agreement.
- 2. The provisions of the other sections of the main body of this Agreement.
- 3. Exhibit A, Statement of Work.
- 4. Exhibit B, Project Budget and Payment Conditions.
- 5. Exhibit C, Sample Option Letter.

Principal Representatives

For the State:

Lille Haecker

Colorado Energy Office

1600 Broadway Street

Suite 1960

Denver, CO, 80202

Lille.haecker@state.co.us

For Grantee:

Kelly Grisham

City of Pueblo

PO Box 1427

Pueblo, CO, 81002

kgrisham@pueblo.us

Signature Page

The Parties hereto have executed this agreement

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

Grantee
City of Pueblo

STATE OF COLORADO
Jared S. Polis, Governor
Colorado Energy Office

By: [Name & Title of Person Signing for Grantee]

By: Dominique Gomez, Deputy Director

Date: _____

Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: Jonathon Bray, Controller, Office of the Governor

Effective Date:_____

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1. Grant

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first

page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. Term

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, Federal or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. Definitions

The following terms shall be construed and interpreted as follows:

- A. **“Agreement”** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- C. **“Budget”** means the budget for the Work described in Exhibit B.
- D. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1) C.R.S.
- E. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1 *et seq.*, C.R.S.
- F. **“Grant Award Letter”** means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- G. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- H. **“Grant Expiration Date”** means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- I. **“Grant Issuance Date”** means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- J. **“Exhibits”** exhibits and attachments included with this Grant as shown on the first page of this Grant
- K. **“Extension Term”** means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

- L. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- M. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- N. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- O. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101 C.R.S. “PII” shall also mean “personal identifying information” as set forth at § 24-74-102, et. seq., C.R.S.
- Q. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- R. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- S. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- T. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- U. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- V. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- W. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- X. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. Statement of Work

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. Payments to Grantee

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial

obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Matching Funds

Grantee shall provide Matching Funds as described in Exhibit B. Grantee's obligation to pay all or part of any matching funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purpose of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee shall appropriate and allocate all Match Funds to the purpose of this Grant Award Letter each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

C. Reimbursement of Grantee Costs

Upon prior written approval, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: (i) reasonable and necessary to accomplish the Work and for the Goods and Services provided; and (ii) equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

D. Close-Out.

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. Reporting - Notification

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in **§5.E**, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. Grantee Records

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. Confidential Information-State Records

A. Confidentiality

Grantee shall hold and maintain, and cause all Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: (i) the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, (ii) the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, (iii) the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and (iv) the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to

perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits.

Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S. In addition, as set forth in § 24-74-102, *et. seq.*, C.R.S., Contractor, including, but not limited to, Contractor’s employees, agents and Subcontractors, agrees not to share any PII with any third parties for the purpose of investigating for, participating in, cooperating with, or assisting with Federal immigration enforcement.

9. Conflict of Interest

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State’s interests and absent the State’s prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee’s obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Grantee acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Grantee further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S. with regard to this Grant.

10. Insurance

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the “GIA”). Grantee shall ensure that any Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

11. Breach of Agreement

In the event of a breach of agreement, the aggrieved party shall give written notice of breach of agreement to the other party. If the notified party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the party may exercise any of the remedies as described in §12 for that party. Notwithstanding any provision of this agreement to the contrary, the state, in its discretion, need not provide notice or a cure period and may immediately terminate this agreement in whole or in part or institute any other remedy in this

agreement in order to protect the public interest of the state; or if grantee is debarred or suspended under §24-109-105, C.R.S., the state, in its discretion, need not provide notice or cure period and may terminate this agreement in whole or in part or institute any other remedy in this agreement as of the date that the debarment or suspension takes effect.

12. Remedies

A. State's Remedies

In addition to any remedies available under any exhibit to this grant agreement, if grantee is in breach under any provision of this agreement and fails to cure such breach, the state, following the notice and cure period set forth in §11, shall have all of the remedies listed in this section in addition to all other remedies set forth in this agreement or at law. The state may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

I. Termination for Breach

In the event of grantee's uncured breach, the state may terminate this entire agreement or any part of this agreement. Additionally, if grantee fails to comply with any terms of the federal award, then the state may, in its discretion or at the direction of a federal awarding agency, terminate this entire agreement or any part of this agreement. Grantee shall continue performance of this agreement to the extent not terminated, if any.

The State may also terminate this grant agreement at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

a. Obligation and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee

shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B.**

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

II. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance

schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of grantee's employees, agents, or subcontractors from the work whom the state deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this agreement is deemed by the state to be contrary to the public interest or the state's best interest.

e. Intellectual Property

If any work infringes, or if the state in its sole discretion determines that any work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, grantee shall, as approved by the state (i) secure that right to use such work for the state and grantee; (ii) replace the work with non-infringing work or modify the work so that it becomes non-infringing; or, (iii) remove any infringing work and refund the amount paid for such work to the state.

f. Collection of Unallowable Costs (2 CFR 200.410)

Payments made for costs determined to be unallowable by either the awarding Federal agency, cognizant agency for indirect costs, or pass-through entity must be refunded with interest to the Federal Government. Unless directed by Federal statute or regulation, repayments must be made in accordance with the instructions provided by the Federal agency or pass-

through entity that made the allowability determination. See §§ 200.300 through 200.309, and § 200.346.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in §11 and the dispute resolution process in §13 shall have all remedies available at law and equity.

13. Dispute Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

14. Notices and Representatives

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

15. Rights in Work Product and Other Information

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

16. Governmental Immunity

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied,

of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

17. General Provisions

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority.

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly

comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Contract shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability*, as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the *Accessibility Standards for Individuals with a Disability* as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

18. Colorado Special Provisions (Colorado Fiscal Rule 3-3)

A. Statutory Approval. §24-30-202(1) C.R.S.

This Contract shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. Fund Availability. §24-30-202(5.5) C.R.S.

Financial obligations of the State payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. Governmental Immunity.

Liability for claims for injuries to persons or property arising from the negligence of the Parties, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the Parties risk management statutes, §§24-30-1501, *et seq.* C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. Independent Contractor.

Grantee shall perform its duties hereunder as an independent contractor and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability, or understanding, except as expressly set forth herein. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Contract. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

E. Compliance with Law.

Contractor shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Choice of Law, Jurisdiction, and Venue.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Contract shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. Prohibited Terms.

Any term included in this Contract that requires the State to indemnify or hold Contractor harmless; requires the State to agree to binding arbitration; limits Contractor's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Contract shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. Software Piracy Prohibition.

State or other public funds payable under this Contract shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Contractor hereby certifies and warrants that, during the term of this Contract and any extensions, Contractor has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Contractor is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Contract, including, without limitation, immediate termination of this Contract and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. Employee financial Interest/Conflict of Interest. §§24-18-201 and 24-50-507 C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Contract. Contractor has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Contractor's services and Contractor shall not employ any person having such known interests.

I. Geothermal Energy Grant Program Description

The Geothermal Energy Grant Program (GEGP) is authorized by House Bill 22-1381 to create grants that support the use of low- or zero-emission, geothermal energy for electricity generation and space/water heating and cooling in homes, businesses, and communities. There are three sub-grants offered under GEGP: the single-structure geothermal grant, the community district heating/thermal energy network grant, and the geothermal electricity generation grant.

As part of GEGP, the CEO requested an initial round of grant applications for the implementation of the following project types:

- **Single-Structure Geothermal**, which is intended for the installation of geothermal loop systems or ground-source heat pumps within groups of non-networked individual single-family residential buildings, individual multifamily residential buildings, or individual nonresidential buildings.
- **Community District Heating/Thermal Energy Network**, which is intended for projects constructing ground-source, water-source, or multi-source thermal systems that serve more than one building.
- **Geothermal Electricity Generation**, which supports the development of geothermal electricity generation projects. Eligible studies and projects for this grant fit into three separate phases: studies to identify and explore resources, drilling and testing studies, and project generation site development.

This project award is for the Single-Structure Geothermal Request for Application released on November 14, 2023.

II. Project Description

Project Title:

1. Pueblo Fire station #6 Geothermal
2. Pueblo Fire station #8 Geothermal
3. Pueblo Fire station #11 Geothermal

Grantee Name: City of Pueblo

Project Location:

- 1. Fire station #6: 111 Victory Lane Pueblo, Colorado 81001
- 2. Fire station #8: 4405 Jerry Murphy Road Pueblo, Colorado 81001
- 3. Fire station #11: 3205 West 24th Street Pueblo, Colorado 81003

Project Period:

- 1. Fire station #6: {Grant Agreement Effective Date} to June 2025
- 2. Fire station #8: {Grant Agreement Effective Date} to May 2025
- 3. Fire station #11: {Grant Agreement Effective Date} to May 2025

1. Fire station #6
Project Overview

The Fire Station #6 project replaces the existing Fire Station #6 facility serving the east side of Pueblo. The project seeks to sustainably improve response times and firefighter safety. The City of Pueblo has a commitment to sustainability including an active climate action effort. The City of Pueblo is experiencing growth and has funded the design and construction of several new fire stations to support this growth. The City of Pueblo and the City of Pueblo Fire Department has committed to electrification in the construction of this fire station. The climate in Pueblo results in decreased performance of air source heat pumps at winter temperatures. To reduce potential grid impact and to improve winter resiliency, we are seeking to leverage geothermal resources. Grantee’s design process included evaluation of several design alternatives prior to its present focus on geothermal energy and a geoexchange system. In addition, we have completed a geothermal test well to validate the suitability of this site for geoexchange. The geothermal system would be coupled with high efficiency VRF and ERV HVAC systems within the fire house along with high efficiency lighting and building envelope. The fire houses are to be located in Pueblo, Colorado with approximately 13,500 square feet per building.

Project Objectives

- Achieve improvement in firefighter safety and reduction in response times through construction of a new facility. Such improvements to be achieved once project is fully operational.
- Implement electrification through construction of a geothermal HVAC system that does not require fossil fuels by the time of project commissioning.

Project Team

Key Personnel	Role	Qualification	Experience
---------------	------	---------------	------------

City of Pueblo Fire Department	Operation of Fire Departments	Owner	N.A.
City of Pueblo Public Works	Facilities and Project Management	Owner	N.A.
City of Pueblo	Project and financial support	Owner	N.A.
Dunakilly	Owner's Representative	Project Managing Firm	Construction management and fire station
Allred & Associates	Architect	Licensed Architectural and Design Firm	Architect and Project Design
Farris Engineering	Engineer	Licensed Engineering and Designer of Record	MEP Design
Mead & Hunt	Engineer	Compliance Firm	Net Zero/Sustainability
Nunn Construction	Contractor	Licensed General Contractor	Fire Station Construction

2. Fire station #8 Project Overview

The Fire Station #8 project replaces the existing Fire Station #8 facility serving the Belmont neighborhood. The project seeks to sustainably improve response times and firefighter safety. The City of Pueblo has a commitment to sustainability including an active climate action effort. The City of Pueblo is experiencing growth and has funded the design and construction of several new fire stations to support this growth. The City of Pueblo and the City of Pueblo Fire Department has committed to electrification in the construction of this fire station. The climate in Pueblo results in decreased performance of air source heat pumps at winter temperatures. To reduce potential grid impact and to improve winter resiliency, we are seeking to leverage geothermal resources. Grantee's design process included evaluation of several design alternatives prior to our present focus on geothermal energy and a

geoexchange system. In addition, Grantee has completed a geothermal test well to validate the suitability of this site for geoexchange. The geothermal system would be coupled with high efficiency VRF and ERV HVAC systems within the fire house along with high efficiency lighting and building envelope. The fire houses are to be located in Pueblo, Colorado with approximately 13,500 square feet per building.

Project Objectives

- Achieve improvement in firefighter safety and reduction in response times through construction of a new facility. Such improvements to be achieved once project is fully operational.
- Implement electrification through construction of a geothermal HVAC system that does not require fossil fuels by the time of project commissioning.

Project Team

Key Personnel	Role	Qualification	Experience
City of Pueblo Fire Department	Operation of Fire Departments	Owner	N.A.
City of Pueblo Public Works	Facilities and Project Management	Owner	N.A.
City of Pueblo	Project and financial support	Owner	N.A.
Dunakilly	Owner's Representative	Project Managing Firm	Construction management and fire station
Allred & Associates	Architect	Licensed Architectural and Design Firm	Architect and Project Design
Farris Engineering	Engineer	Licensed Engineering and Designer of Record	MEP Design

Mead & Hunt	Engineer	Compliance Firm	Net Zero/Sustainability
Nunn Construction	Contractor	Licensed General Contractor	Fire Station Construction

3. Fire station #11

Project Overview

The Fire Station #11 is a new fire station supporting the growth of the City of Pueblo. The project seeks to sustainably improve response times and firefighter safety. The City of Pueblo has a commitment to sustainability including an active climate action effort. The City of Pueblo is experiencing growth and has funded the design and construction of several new fire stations to support this growth. The City of Pueblo and the City of Pueblo Fire Department has committed to electrification in the construction of this fire station. The climate in Pueblo results in decreased performance of air source heat pumps at winter temperatures. To reduce potential grid impact and to improve winter resiliency, we are seeking to leverage geothermal resources. Grantee's design process included evaluation of several design alternatives prior to its present focus on geothermal energy and a geoexchange system. In addition, we have completed a geothermal test well to validate the suitability of this site for geoexchange. The geothermal system would be coupled with high efficiency VRF and ERV HVAC systems within the fire house along with high efficiency lighting and building envelope. The fire houses are to be located in Pueblo, Colorado with approximately 13,500 square feet per building

Project Objectives

- Achieve improvement in firefighter safety and reduction in response times through construction of a new facility. Such improvements to be achieved once project is fully operational.
- Implement electrification through construction of a geothermal HVAC system that does not require fossil fuels by the time of project commissioning.

Project Team

Key Personnel	Role	Qualification	Experience
---------------	------	---------------	------------

City of Pueblo Fire Department	Operation of Fire Departments	Owner	N.A.
City of Pueblo Public Works	Facilities and Project Management	Owner	N.A.
City of Pueblo	Project and financial support	Owner	N.A.
Dunakilly	Owner's Representative	Project Managing Firm	Construction management and fire station
Allred & Associates	Architect	Licensed Architectural and Design Firm	Architect and Project Design
Farris Engineering	Engineer	Licensed Engineering and Designer of Record	MEP Design
Mead & Hunt	Engineer	Compliance Firm	Net Zero/Sustainability
Nunn Construction	Contractor	Licensed General Contractor	Fire Station Construction

III. Grantee Tasks, Deliverables and Timeline

The following tasks outline the mandatory conditions for grant approval, detailing the specific requirements and expectations for the Grantee. Compliance with these tasks, associated deliverables, and stipulated timelines is essential for the Grantee to maintain eligibility for the grant and to receive reimbursement for the project. The Grantee is therefore obligated to execute the outlined work tasks and submit the corresponding deliverables to the CEO within the prescribed deadlines. ***Failure to meet the specified tasks, deliverables, and timelines may result in the suspension or termination of grant funding.***

State Accessibility Requirements

Any work product deliverables must comply with the [State of Colorado accessibility technical standards](#) to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines, currently WCAG 2.1.

The State may require that compliance to the State's accessibility standards for any work product be determined by a third party selected by the State.

Please refer to the [Vendor Accessibility Guide](#) for more information on the State's accessibility requirements.

Task 1. Grant Administration

Task 1.1 Kick-off Meeting

A kick-off meeting led by the Grantee with the CEO will be held within 2 weeks and no later than 45 days of Grant Agreement execution and will establish the expectations of Grantee for implementing this Agreement. The meeting shall include, but not be limited to, a review of the project implementation timeline Grantee's strategy to implement the project and associated deliverables, and a review of this Agreement to ensure clear understanding of expectations.

Deliverable(s): PowerPoint slides containing the project timeline, implementation strategy and associated deliverables. Other meeting materials developed as appropriate.

Deadline: Within 45 days of Grant Agreement execution unless otherwise agreed upon in writing by both parties

Task 1.2 Quarterly Project Update Meetings

The Grantee shall conduct quarterly (State Fiscal Year) project update meetings with the CEO virtually. The Grantee shall be responsible for ensuring that all relevant staff attend meetings. Meeting agenda must be submitted by Grantee to CEO one week prior to the scheduled meeting. At a minimum, these meetings will include updates on relevant project tasks, the project timeline, challenges and barriers the Grantee is encountering, and any decisions or guidance needed from CEO. Additionally, these meetings may include identifying any needed modifications to the tasks, implementation timeline, or budget. CEO Program Manager may choose to cancel any such meeting when deemed appropriate and if agreed upon by Grantee. CEO would provide a meeting cancellation notice via email to Grantee.

Deliverable(s): PowerPoint slides, an updated project timeline, any other meeting materials developed

Deadline: Materials provided one week prior to quarterly meeting

Task 1.3 Quarterly Progress Reports

The Grantee will be subject to progress reporting on a state fiscal year quarterly basis. The fourth quarterly report should also include an annual summary of key accomplishments from the past year, including project completion final reporting requirements. Reporting requirements vary by project funding type, and each Grantee will receive a reporting template and specific requirements after grant agreement execution. Please note that Grantee will be subject to the reporting requirements for their specific project. At any time, the CEO may determine that additional application or reporting information is required and reserves the right to amend grant conditions without penalty in coordination with the Grantee. The Grantee will be subject to quarterly performance reporting. Reports shall include:

- **Financial / Expenditure:** Tracking of grant-related expenses for the quarter (paid and unpaid by Grantee) and eligible expenditures expensed to date by Grantee or matching funding source (if applicable). Expenses must match the associated budget line item outlined in Exhibit B.
- **Programmatic:** Grantee must submit a Research Performance Progress Report narrative that includes accomplishments, work products, participating collaborators, and any changes or problems.

Deliverable(s): Quarterly progress report with financial/expenditure tracking and programmatic narrative update

Deadline: Submitted on or before the final business day of each quarter (State Fiscal Year)

Task 1.4 Payment Requests/Reimbursements

Grantee shall submit a monthly invoice and report using a CEO-provided template to summarize work for the previous month, including but not limited to: Project status, description of deliverables and tasks completed during the reporting period, budget spent and remaining by task, project findings, unanticipated outcomes and roadblocks, and next steps in the project. If work is behind schedule, a summary of reasons for the delay and a plan of action to bring back on schedule is required. An invoice for eligible expenses should be included with each monthly report. Expenditures eligible for reimbursement must be incurred on, or after, the date the grant agreement was formally executed and before its end date. Additionally, reimbursement requests shall break out eligible expenditures that can be matched against the project as detailed in the budget agreement. The Grantee is responsible for submitting a finance/expenditure packet when submitting a payment request to include the following applicable components:

As applicable to the project type:

- **Receipts:** Legible copies of all sales invoices/receipts for an eligible project expense showing the purchase price and amount paid by the Grantee. As applicable, these receipts should reflect associated labor costs, equipment, number of units purchased, or model and serial numbers from the equipment.
- **Invoice:** A formal invoice to CEO seeking reimbursement for payments made for eligible project expense(s). This invoice should clearly outline the upfront cost incurred by Grantee for the eligible project expense and the amount of reimbursement sought from GEGP, which will be no greater than \$270,000 total (\$90,000 per project).
- **Period Progress Report:** A progress report and supporting documentation reflective of the invoice detailing the development, installation, operation, or commissioning of the Grantee project. As applicable to the project, the following items shall be provided in addition to the progress report summary:
 - Current working draft of scoping studies, prefeasibility studies, detailed designs, final conceptual model, feasibility studies or other relevant work product
 - Project commissioning logbook/checklist
 - Equipment shipping information
 - Digital photos of the purchased and installed equipment

If the financial/expenditure packet is acceptable, the CEO Program Manager will submit the invoice to the accounting department for payment.

If any part of the financial/expenditure packet is unacceptable, the CEO Program Manager will work with the Grantee to correct, modify, or replace as needed. The two directors and the CEO Program Manager will determine whether funding should be denied or reduced, and the CEO Program Manager will inform the Grantee of their decision.

Deliverable(s): Finance/expenditure report packet

Deadline: Within the first 10 calendar days of each month

Task 1.5 Final Report

Grantee will be required to submit a final report on or before the Grant Agreement end date. CEO will provide Grantee a final reporting template upon Grant Agreement

execution. Please refer to Tasks 3 for more details regarding information that will be required in the final report. Grantee shall submit a final report that includes the following information:

- **Financial/Expenditure:** Tracking of grant-related expenses and expenditures by Grantee and match funding source. Expenses must match the budget line items outlined in the grant agreement; expenditures of funds must reconcile with CEO's files.
- **Programmatic Report:** A technical account of all project-related work performed, project objectives, results initially estimated and achieved (including but not limited to the total grant funding realized, match funding realized, and to the extent available, effects of the project on gas use, electricity use, emissions and energy costs), technology implemented, successes/challenges/lessons learned, changes to original project scope, operational summary. Grantee shall submit a **Final Research Performance Progress Report (RPPR)** which includes a report on the progress of the project including accomplishments, work products developed, project participants and other collaborating organizations, project impacts, and any changes or problems. Compliance with applicable project-related codes and requirements, whether local, state, or federal. This report will be publicly available.

Deliverable(s): Final project report summary

Deadline: Within 30 days following the completion of Tasks 3 or otherwise requested by the CEO

Task 2. Final Project Deliverables - Single Structure Geothermal

Task 2.1 Single Structure Geothermal Final Deliverable(s)

- The installation of geothermal loop systems or ground-source heat pumps within groups of non-networked individual single-family residential buildings, individual multifamily residential buildings, or individual nonresidential buildings by project completion: Equipment and Materials: GSHP equipment, piping/casing, GSHP fluids, fluid pumps, auxiliary heaters, grouting materials, misc. plumbing and electrical to complete installation (air separators, expansion tanks, electrical wiring and needed electrical panel, pipe insulation, and ducting)
- Installation Labor: HVAC, electrical, plumbing, drilling, trenching, excavation, and other earthwork
- Permits
- Environmental regulation requirements (fluids and spoils)
- System Commissioning

In addition, project will be required to deliver the following reports:

- Equipment Installation Reporting
- Project Site Characteristics Reporting
- Commissioning Report
- Operations Report
- Project Impacts Report

3.1.1 Fire station #6 Deadline: June 2025

3.1.2 Fire station #8 Deadline: May 2025

3.1.3 Fire station #11 Deadline: May 2025

Task 3. This Section is intentionally left blank.

Task 4. This Section is intentionally left blank.

IV. Anticipated Project Schedule

Table 1. Project & Task Schedule

Task Number	Anticipated Date of Completion
Task 1 Prerequisites	Varies; see “deadlines” under Task 1
Task 2 Administration	See “deadlines” for specific due dates for each sub task. Overall task should be complete within 120 days following completion of the Task 3 and no later than June 30, 2027
Task 3 Single-Structure	3.1.1 June 2025 3.1.2 May 2025 3.1.3 May 2025

V. Site Visits and Evaluation

CEO staff, State of Colorado employees, and other GEGP representatives may require access to the site of a GEGP-funded project, before, during or within one calendar year of equipment installation (i.e. on-site monitoring visit). The Grantee shall provide such access upon request. Additionally, the CEO may perform program evaluation(s) to aid in continuous program improvement which may take the form of a questionnaire or a more detailed interview with project team members. GEGP representatives may engage with the Grantee to discuss the possibility of creating a success story/case study of an awarded project during development or upon project completion, with participation in such voluntary. Please note, information used in success stories/case studies would be publicly available.

VI. Commissioning & Operation Verification

If applicable to the project, the Grantee shall undertake a process to ensure all completed systems & equipment are designed, installed, tested, operated, and maintained according to the design and specifications to ensure proper installation and operation. Assurance will be provided via the submission of a commissioning logbook for the equipment & systems purchased & installed under this Agreement.

Deliverables may include (as applicable to the project):

- Documentation including a commissioning logbook and any supporting data to be provided by the Grantee
- Additional supporting documentation including, but not limited to, functional testing reports/logs, system operations and maintenance guides

Exhibit B, Project Budget and Payment Conditions

I. Reimbursable Costs

The following items are eligible for reimbursement under this Grant Agreement:

- A. Fire station #6
- B. Fire station #8
- C. Fire station #11

Table 1. Tasks Eligible for GEGP Reimbursement

Task Number	Task Reimbursable by GEGP Grant (Yes / No)
Task 1	
Task 1.1	No
Task 2	
Task 2.1	No
Task 2.2	Yes
Task 2.3	Yes
Task 2.4	No
Task 2.5	Yes
Task 3	
Task 3.1	I.A: Yes I.B: Yes I.C: Yes

II. Project Budget

The table below details the estimated budget for the eligible project expenses, CEO agrees to provide funds totaling \$270,000 total (\$90,000 per project) towards the cost of this Project. Grantee agrees to pay the additional costs required to complete the Project and fulfill this Statement of Work.

Table 2. Project Budget Summary (I.A: Fire station #6)

Total Estimated Cost	GEGP Grant Funding Amount
\$ 472,711	Up to \$90,000

Table 3. Project Budget Summary (I.B: Fire station #8)

Total Estimated Cost	GEGP Grant Funding Amount
\$ 475,713	Up to \$90,000

Table 4. Project Budget Summary (I.C: Fire station #11)

Total Estimated Cost	GEGP Grant Funding Amount
\$ 484,018	Up to \$90,000

Exhibit C, Sample Option Letter

Option Letter Number

[Insert the Option Number (e.g. "1" for the first option)]

Original Agreement Number

[Insert CMS number or Other Agreement Number of the Original Agreement]

Option Agreement Number

[Insert CMS number or Other Agreement Number of this Option]

Agreement Performance Beginning Date

[Month Day, Year]

Current Agreement Expiration Date

[Month Day, Year]

Options:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

Required Provisions:

1. For use with Option 1(A): In accordance with Section(s) [Number] of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning [Insert start date] and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
2. For use with Options 1(B and C): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to [Increase/Decrease] the quantity of the [Goods/Services or both] at the rates stated in the Original Agreement, as amended.
3. For use with Option 1(D): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in [Enter Exhibit/Section] [Enter Number/Letter]. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
4. For use with Option 1(E): In accordance with Section(s) [Enter Section(s) number] of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase [indicate which Phase: 2, 3, 4, etc.], which shall begin on [Insert start date] and end on [Insert ending date] at the cost/price specified in Section [Enter Section(s) number].

5. For use with all Options that modify the Agreement Maximum Amount: The Agreement Maximum Amount table on the Agreement’s Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

Option Effective Date:

The effective date of this Option Letter is upon approval of the State Controller or [Enter date], whichever is later.

STATE OF COLORADO
Jared S. Polis, Governor
[INSERT-Name of Agency or IHE]
[INSERT-Name & Title of Head of Agency or
IHE]

In accordance with §24-30-202, C.R.S., this
Option is not valid until signed and dated
below by the State Controller or an
authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: [Name & Title of Person Signing for
Agency or IHE]

Date: _____

By:_____

[Name of Agency or IHE Delegate-Please
delete if agreement will be routed to OSC for
approval]

Option Effective Date:_____

GRANT CERTIFICATION

To: Mark Aliff, President of the City Council
Heather Graham, Mayor

Re: Colorado Energy Office Geothermal Grant_____

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

By: Kelly Grisham_____

Date 1/28/25_____

Name (print): Kelly Grisham_____

Title: Project Coordinator_____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a use permit and rental agreement for the use of facilities at the Colorado State Fairgrounds in support of a community clean up event scheduled to be held on May 31, 2025.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo will be executing a City-wide clean up event to be held on May 31, 2025, at the Colorado State Fairgrounds for the benefit of City of Pueblo residents. The Colorado State Fair has requested the City enter into a use permit and rental agreement for use of the facility to host the event. All fees associated with the use of the facility have been waived under the terms of the agreement.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the City of Pueblo will not be able to host the cleanup event as planned at the State Fairgrounds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CITY OF PUEBLO CLEAN UP (250531)

ORDINANCE NO. 10904

AN ORDINANCE APPROVING A USE PERMIT AND RENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE COLORADO STATE FAIR AUTHORITY, A SUBDIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Use Permit and Rental Agreement between the City of Pueblo, a Colorado Municipal Corporation, and the Colorado State Fair Authority, a subdivision of the State of Colorado, a copy of which is attached hereto (hereinafter referred to as the "Agreement"), having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Agreement in the name of the City of Pueblo and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 10, 2025.

Final adoption of Ordinance by City Council on February 24, 2025.

DocuSigned by:

B7A4F51823AB462

President of City Council

Action by the Mayor:

- ☒ Approved on 2/25/2025 | 3:17 PM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:
MSH
7C02EBDFFC3D43C...

City Clerk

USE PERMIT & RENTAL CONTRACT

This agreement made and entered into this _____ day of _____, 2025 and between the Colorado State Authority, hereinafter known as the AUTHORITY, and

ORGANIZATION / EVENT NAME: CITY OF PUEBLO / PUEBLO TEAM UP TO CLEAN UP

CONTACT: ANDREW HAYES, DIRECTOR OF PUBLIC WORKS

ADDRESS: 211 E. D STREET

CITY: PUEBLO STATE: CO ZIP: 81003

PHONE: 719-553-2267 (office) / 719-252-4874 (cell) EMAIL: ahayes@pueblo.us

hereinafter known as the USER or CONTRACTOR

WHEREAS, the AUTHORITY agrees to rent the USER, where is, as is, CARNIVAL LOT (known hereinafter as the PREMISES) located on the Colorado State Fairgrounds for the purpose of **COMMUNITY CLEAN UP** (The "Event").

The AUTHORITY grants User the use and occupancy of the Premises for the following RENTAL PERIOD:

Date(s) of Event: SATURDAY, MAY 31, 2025

Time of Event: 8:00 AM TO 3:00 PM

Authorized MOVE IN period: 8:00 AM to 7:00 PM on FRIDAY, MAY 30, 2025

Move-Out Period: BY 5:00 PM MONDAY, JUNE 2, 2025

Authorized Occupancy: USER shall have access to the Premises on dates and times listed above only. Authorized occupancy on event day(s) only shall be 07:00 AM to 11:59 PM. The Rental Period shall not be extended for any purpose without the written permission of the AUTHORITY's General Manager. User agrees to pay for any additional period of time in excess of the Rental Period.

Now, therefore, in consideration of rental price as follows:

RENTAL FEE: WAIVED - INCLUDES RENTAL PERIOD ABOVE.

DAMAGE DEPOSIT: WAIVED

ADDITIONAL MOVE-IN/MOVE-OUT FEES: WAIVED

SET-UP/CLEAN-UP FEE: WAIVED - CUSTOMER TO PERFORM SET UP & CLEAN UP.

ADJUSTABLE CHARGES: USER is responsible for setup of tables and chairs unless noted above. Additional tables and chairs may be rented from the AUTHORITY should building capacity allow. Additional equipment fees are \$6.00 per table and \$1.00 per chair. Setup/clean up fees of no less than \$350 per occurrence will be charged if AUTHORITY is required to perform setup and/or cleanup.

SECURITY: USER is required to use State AUTHORITY Security at a rate of up to \$27.00 per guard per hour and up to \$35.50 per uniformed police officer per hour. Number of security guards and/or uniformed police will be determined by security director and AUTHORITY Management.

FOOD & BEVERAGE: Alcoholic Beverages may be **served** during your event; however, the SALE of alcoholic beverages is prohibited. There is no restriction on food service or catering during your event; however, the SALE of food or beverage is prohibited without approval from the AUTHORITY. THE SALE OF ANY FOOD OR BEVERAGE IS STRICTLY PROHIBITED FOR ALL PRIVATE EVENTS.

This signed contract is due back to the AUTHORITY in ten (10) days with first payment to hold building. The USER will notify AUTHORITY fourteen (14) days in advance of event set-up.

The USER agrees to make payments and final settlement as follows: \$0.00 due with signed contract. Remaining rental fees, and all estimated Adjustable Charges: Security, additional table and chair rental fees, set-up/clean up, additional move in/out fees, and any other anticipated charges are due no less than fourteen (14) days prior to event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

AUTHORITY will charge and USER agrees to pay one and one-half percent (1.5%) per month interest on any unpaid balance after settlement date

TERMS OF USE

The AUTHORITY and USER hereby agree, to wit (USER TO READ & INITIAL EACH TERM)

____1) PAYMENT: All base payments, estimated adjustable charges and refundable damage deposit payments are due fourteen days prior to above stated event. Percentage and additional adjustable charge payments, if applicable, are due and payable immediately following said event. An additional \$0.75 and 2.25% service fee will be applied to the transaction amount for all credit card payments.

____2) AGREEMENT TERMINATION: the AUTHORITY reserves the right to terminate this agreement at any time, with cause upon giving written notice thereof.

____3) DATE RESERVATIONS AND CANCELLATIONS: the AUTHORITY will not guarantee availability of buildings/facilities nor hold date for those who have not submitted a non-refundable down payment. This non-refundable down payment shall be applied to payment due for rental of buildings/facilities if the event is held. Should USER cancel scheduled event at any time, a payment of \$0.00 shall be forfeited as an office charge.

____4) CURFEW: ALL events are to be concluded and buildings/facilities cleared per the Authorized Rental/Occupancy period above. OUTDOOR events are subject to curfew times established at the option and discretion of the AUTHORITY prior to each individual event. Security will be required for all events concluding after 9:00PM.

____5) PARKING: USER understands and agrees that parking on the fairgrounds is shared with other USERS and no exclusive rights are granted. The AUTHORITY reserves the right to restrict or designate parking and/or traffic patterns on the fairgrounds for the safety of patrons. The AUTHORITY reserves the right to charge for parking at their discretion. The AUTHORITY shall retain all parking revenue.

____6) SECURITY: USER agrees to pay for adequate security officers as directed by the AUTHORITY Manager and Security Director at above stated event.

____7) ALCOHOLIC BEVERAGES: Any use of alcoholic beverages on the Colorado State Fairgrounds is subject to the AUTHORITY approval and notification to State of Colorado, Department of Revenue, and Liquor Enforcement. The SALE of alcoholic beverages is prohibited without a valid liquor license and Food/Beverage contract with the AUTHORITY.

____8) RESTROOM FACILITIES: Restroom facilities and supplies will be made available to USER by the AUTHORITY. USER, if required, will furnish restroom attendants.

____9) INSTALLATIONS/DECORATIONS: USER is hereby granted permission to install at USER'S expense such items as displays, exhibits, decorations, etc., but will not be permitted to move or change any permanent fixtures attached to and a part of the building/facility, or to nail or tack any materials to the walls or ceilings of said buildings/facilities. USER further agrees to refrain from marring or defacing said building/facilities in any form whatsoever, and return premises in same condition as when received, ordinary wear and tear accepted. USER also agrees not to put tape on floors (painters tape or electrical tape may be used but must be removed after event). USE OF GLITTER, CONFETTI AND FOG MACHINES IS STRICTLY PROHIBITED; use of these items will result in forfeiture of damage deposit and/or additional fees.

____10) REMOVAL OF EXHIBITS: USER agrees to pay the AUTHORITY (at current storage rate) for any material or merchandise left in buildings or on the premises after Authorized Rental/Occupancy period the AUTHORITY shall not be responsible for loss or damage to any merchandise or materials left on premises after event. USER also agrees to remove all signs, banners, and any other promotional material or advertisements immediately upon completion of the event. Should the AUTHORITY have to remove any of the above stated materials, the damage deposit will be retained as a clean-up/storage fee.

____11) CLEANING: USER agrees to remove USER'S exhibits, displays, decorations, and all garbage, debris, etc., no later than 11:59 p.m. on the final day of the Rental Period. USER further agrees to return premises in same condition as when received, ordinary wear and tear accepted. All garbage must be removed from building and deposited in appropriate collection containers. The AUTHORITY agrees to remove all refuse and recycling from outside collection containers. Should USER fail to remove garbage, displays or decorations and fail to leave the building in an acceptably clean state, the damage deposit will be retained by the AUTHORITY as a clean-up fee and additional charges may apply.

____12) ELECTRICAL POWER: Building/Facilities are rented where is, as is, with normal amount of electrical power, equipment, appliances, etc. Abnormal usage of power shall be paid by USER. No cutting into electrical lines is permitted. USER agrees to request any special electrical requirements for said event not later than two (2) weeks in advance of said event. The AUTHORITY will be sole judge of determining the availability and/or overload of electrical services and shall exercise the right to control the same.

____13) LIABILITY: To the extent permitted by law, the USER hereby agrees to indemnify, save, defend and hold harmless the Colorado State Fair Authority, its officers, agents, servants and employees from any and all claims, causes of action, and suits accruing or resulting from damage, injury or loss to any person or persons or personal property, including all persons to whom the USER may be liable under any workmen's compensation laws, and the USER himself, and from any loss, damage, cause of action, claims, or suits for damage, including but not limited to loss of property, goods, wares, merchandise, or livestock, caused by, arising out of, or in any way connected with the exercise USER'S privileges herein.

____14) INSURANCE/GIA: Local Agency is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10- 101, et seq., C.R.S. (the "GIA") and shall maintain at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. No term or condition of this contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, of the GIA, as applicable now or hereafter amended.

____15) LESSOR LIABILITY EXPOSURE. Notwithstanding any other provision of this lease to the contrary, no term or condition of this lease shall be construed or interpreted as a waiver of any provision of the Colorado Governmental Immunity Act, §24-10-101 et seq., C.R.S., as now or hereafter amended. The parties hereto understand and agree that liability for claims for injuries to persons or property arising out of the negligence of the State of Colorado, its departments, institutions, agencies, boards, officials and employees is controlled and limited by the provisions of §24-10-101, et seq., C.R.S., as now or hereafter amended and §24-30-1501, et seq., C.R.S., as now or hereafter amended. Any provision of this lease, whether or not incorporated herein by reference, shall be controlled, limited and otherwise modified so as to limit any liability of the Lessor to the above cited laws.

16) INDEPENDENT CONTRACTOR. Contractor shall perform its duties hereunder as an independent contractor and not as an employee. Neither Contractor nor any agent or employee of Contractor shall be deemed to be an agent or employee of the State. Contractor and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Contractor or any of its agents or employees. Unemployment insurance benefits will be available to Contractor and its employees and agents only if such coverage is made available by Contractor or a third party. Contractor shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this contract. Contractor shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. Contractor shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.

____17) COMPLIANCE WITH LAW. Contractor shall strictly comply with all applicable federal and state laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

____18) CHOICE OF LAW. Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this contract. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. Any provision incorporated herein by reference which purports to negate this or any other Special Provision in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision shall not invalidate the remainder of this contract, to the extent capable of execution.

____19) BINDING ARBITRATION PROHIBITED. The State of Colorado does not agree to binding arbitration by any extra-judicial body or person. Any provision to the contrary in this contract or incorporated herein by reference shall be null and void.

THE PARTIES HERETO HAVE EXECUTED THIS CONTRACT

* Persons signing for Contractor hereby swear and affirm that they are authorized to act on Contractor's behalf and acknowledge that the State is relying on their representations to that effect.

USER/Contractor: <u>City of Pueblo, a Colorado municipal corporation</u> Legal Name of Contracting Entity _____ Signature of Authorized Officer* <u>Heather Graham, Mayor</u> Printed Name & Title of Authorized Officer _____ Date <u>84-6000615</u> _____ FEIN	State of Colorado: Colorado State Fair Authority 1001 Beulah Ave. Pueblo, CO 81004 719.561.8484 _____ Andrea Wiesenmeyer, General Manager _____ Date
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In accordance with §24-30-202, C.R.S., this Contract is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

By: _____
Lea Cassidy, Controller Delegate

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE SPRING 2025 SPECIAL MUNICIPAL ELECTION

SUMMARY:

This Ordinance approves an Intergovernmental Agreement with Pueblo County to perform the functions required in the Administration of the May 6, 2025 Special Municipal Election to be conducted as a Coordinated Election and Mail Ballot Election.

PREVIOUS COUNCIL ACTION:

On February 10, 2025 City Council approved an Ordinance directing that the May 6, 2025 Special Municipal Election be conducted as part of a Coordinated Election with Pueblo County.

Pursuant to §1-1-111(2), C.R.S., the City may contract with the County Clerk and Recorder of the County in which the political subdivision is organized to perform all or part of the required duties in conducting the election. The City has approved an IGA for Election Services each year the City has participated in a Coordinated Election with the County.

BACKGROUND:

The City is a home-rule city charged with the responsibility of providing for and governing the conduct of all its municipal elections pursuant to Articles 2, 3, 17, 18 and 19 of its Charter and Article XX of the Colorado Constitution. Section 1-7-116 C.R.S. requires entry into and performance of an intergovernmental agreement where political subdivisions and the County Clerk and Recorder cooperate in the conduct and financing

of the election. The IGA outlines the allocation of the responsibilities between the City and the County in the conduct of the election.

FINANCIAL IMPLICATIONS:

The City shall pay to the County Clerk the City's share of the actual cost of materials and services directly attributable to the City's participation in the Coordinated Election, including the preparation and mailing of a TABOR Notice, if necessary. The cost is estimated to be between \$100,000 and \$120,000. Funding for the costs associated with conducting the Special Municipal Election have been allocated in the City Clerk's 2025 Departmental Budget.

BOARD/COMMISSION RECOMMENDATION:

It has been determined by the Board of Elections that it is in the best interest of the City and its residents to participate in and conduct its election as a coordinated election and mail ballot election in accordance with the procedures and requirement of the Uniform Election Code of 1992, except to the extend same conflict with a specific provision of the City Charter.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The City could host its own election; however, it is far more cost effective for the City to participate in a Coordinated Election than for the City to independently conduct its own election.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. 2025 Spring Election IGA
2. Election Board Resolution 2025-1

ORDINANCE NO. 10905

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE SPRING 2025 SPECIAL MUNICIPAL ELECTION

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The Intergovernmental Agreement for election services between the City of Pueblo, a Colorado Municipal Corporation and the County of Pueblo, a political subdivision of the State of Colorado, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Intergovernmental Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

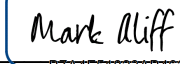
SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 10, 2025.

Final adoption of Ordinance by City Council on February 24, 2025.

DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 2/25/2025 | 3:17 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A65950B7BCA482...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST
DocuSigned by:
msf
7C02EBDFFC3D43C...

City Clerk

INTERGOVERNMENTAL AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2025, between Pueblo County, a political subdivision of the State of Colorado, on behalf of the Clerk and Recorder of Pueblo County, hereinafter referred to as the "County Clerk," and the City of Pueblo, a Colorado Municipal Corporation, hereinafter referred to as "City."

WITNESSED:

WHEREAS, the City is a home-rule city charged with the responsibility of providing for and governing the conduct of all of its municipal elections pursuant to Articles 2, 3, 17, 18, and 19 of its Charter and Article XX of the Colorado Constitution; and

WHEREAS, the County Clerk has the facilities to perform the functions required in the administration of those elections and is authorized to conduct elections as provided by law; and

WHEREAS, Colorado Constitution Article XIV, Section 18(2)(a), and C.R.S. § 29-1-203, as amended, authorize the County Clerk and the City to cooperate or contract with each other to provide any function, service, or facility lawfully authorized to each; and

WHEREAS, by Ordinance, the City has determined that it is in the best interests of the City and its residents to participate in and conduct its election to be held on May 6, 2025, as a "coordinated election" and "mail ballot election" in accordance with the procedures and requirements of the Uniform Election Code of 1992 and related rules and regulations promulgated by the Colorado Secretary of State (collectively, "the Code"), except to the extent the Code conflicts with a specific provision of the Charter; and

WHEREAS, C.R.S. § 1-7-116, requires entry into and performance of intergovernmental agreements where political subdivisions and the county clerk and recorder cooperate in the conduct and financing of the election and provide for reasonable sharing of costs; and

WHEREAS, the Constitution of Colorado, Article X, Section 20 and the Code, require the production of a mailed Notice ("TABOR Notice") concerning certain ballot issues that may be submitted to the electors of the City; and

WHEREAS, the TABOR Notices of several jurisdictions are to be sent as a package where jurisdictions overlap ("TABOR Notice Package"); and

WHEREAS, the need to produce the TABOR Notice Package requires that there be County-wide coordination of the production and mailing of the TABOR Notice Package to effectuate the purposes of said constitutional section; and

WHEREAS, the County Clerk and Recorder of Pueblo County and the City desire to set forth their respective responsibilities in the production and mailing of the TABOR Notice Package for elections conducted pursuant to this Intergovernmental Agreement; and

WHEREAS, the County Clerk and the City have determined that it is in the best interests of the County, the City, and their respective inhabitants and landowners to cooperate and contract concerning the coordinated election on May 6, 2025 upon the terms and conditions contained herein.

NOW, THEREFORE, IN CONSIDERATION of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the parties agree as follows:

I. GENERAL MATTERS:

A. Purpose:

The purpose of this Agreement is to set forth the tasks to be completed by the County Clerk and the City in the conduct and financing of the May 6, 2025 election.

B. Coordinated Election Official and Other Election Personnel:

Except as otherwise provided in this Section, the County Clerk shall act as the Coordinated Election Official for the conduct of the election for the City for all matters in the Code which require action by the Coordinated Election Official, except to the extent such action must be performed by the City Clerk or City's Board of Elections pursuant to Charter requirements and except as otherwise provided in this Agreement.

The City designates Marisa Stoller, City Clerk, as its "Designated Election Official" who, together with the City's Board of Elections, shall be the primary liaison between the City and the County Clerk and who shall have the primary responsibility for the conduct of the election procedures to be handled by the City hereunder and who shall cooperate with the County Clerk in the conduct of the election.

C. The County Clerk shall conduct the coordinated election on May 6, 2025 in conformity with the Code. The City shall provide explicit written instruction to County Clerk regarding any action City determines the County Clerk must perform that is required by the City Charter and which conflicts with the Code. With respect to the May 6, 2025 election, the Parties have communicated in advance of this Agreement and have determined that no deviations from the Code are currently being requested.

D. The parties acknowledge that for the purposes of the coordinated election on May 6, 2025, regardless of any registration requirements in the City Charter or City Code, the County Clerk will decide who is eligible to receive ballots pursuant to C.R.S. § 1-2-101.

E. The parties acknowledge that all interpretations of the City Charter and City Code shall be and remain the sole responsibility of, and are to be exclusively handled by, the City.

II. DUTIES OF THE COUNTY CLERK:

The County Clerk shall perform the following duties for the City in connection with the conduct of the coordinated election to the extent required:

- A. Determine the "least cost" method for mailing the TABOR Notice Package.
- B. Combine the text of the TABOR Notice produced by the City, if any, with those of other jurisdictions to produce the TABOR Notice Package. The County Clerk may determine the order of the TABOR Notice submitted by the City and those of other jurisdictions to be included in the TABOR Notice Package, provided, however, that the materials supplied by the City shall be kept together as a group and in the order supplied by the City, unless as otherwise required by the Code.
- C. Address the TABOR Notice package to "all registered voters" at each address of one or more active registered electors of the City. Nothing herein shall preclude the County Clerk from sending the TABOR Notice or Notice Package to persons other than electors of the City if such sending arises from the County Clerk's efforts to mail the TABOR Notice Package at "least cost".
- D. Mail the TABOR Notice Package, as required by the Code.
- E. Provide the final layout of the mail ballots and official ballots to the City in order to permit the City to review, proofread, and approve before the County Clerk authorizes the printing of the ballots. Within twenty-four (24) hours of receipt of ballots from County Clerk, the City shall return the ballots following review, proofreading and approval.
- F. Arrange for the printing, and have printed, all mail ballots and official ballots. In consultation with the Designated Election Official, the County Clerk will order the number of ballots reasonably expected to be required to be printed for each Voter Service Poling Center ("VSPC").
- G. Mail to all active registered electors eligible to vote in the City's May 6, 2025 coordinated election at the last mailing address appearing in the County Clerk's records, a mail ballot packet, as required by law.
- H. Appoint, train, pay and as required by law, provide written materials to a sufficient number of qualified election judges to adequately serve the number of electors anticipated to vote in the coordinated election. The election judges for the City election may be the same persons as are employed for elections held by other jurisdictions on the same day and at the same VSPC(s).
- I. Conduct such formal training sessions for the election judges as deemed reasonably necessary by the County Clerk.

- J. Perform all services necessary for mail ballot in the City's coordinated election, including preparing of mail ballots and mail ballot voter materials, and receiving and processing of applications for mail ballots, mailing mail ballot materials, receipt of mail ballot materials, checking voter qualifications, and preparation for counting, opening, and conduct of the VSPC(s).
- K. Oversee the performance of the election judges with respect to their posting duties of required sample ballot, instruction cards, precinct maps, and other interior VSPC(s) postings as may be required by law.
- L. Certify the results of the City's election within the time required by law and forthwith provide the City with a copy of all election statements and certificates which are to be created under the Code and provide City with election abstracts and official certifications in such number as the City may reasonably require.
- M. Store all voted ballots for a minimum of twenty-five (25) months and all signature cards of electors who cast ballots at the election for a minimum of twenty-five (25) months, and all other materials required by law to be saved for twenty-five (25) months. If necessary, in connection with or to resolve any challenge, suit, or other legal question that might arise regarding the election, the City requires access to stored ballots, the County Clerk shall cooperate with the City to provide appropriate access to the same.
- N. Facilitate special accommodations for all military and overseas citizens as provided by the Uniformed and Overseas Citizens Absentee Voting Act.
- O. Conduct a recount of any contest where the final ballot tabulation mandates a recount under C.R.S. § 1-10.5-101 or if requested by an interested party C.R.S. § 1-10.5-106.

III. ELECTION COSTS:

- A. County Clerk shall keep a careful, accurate, and contemporaneous accounting of time, supplies, and salaries chargeable to the City including:
 - 1. Charging the City for that portion of staff time, including salary and benefits, directly attributable to conducting the coordinated election on behalf of the City and that portion of building rental, both for set-up and VSPC's and materials directly attributable to the City for the preparation and conduct of the coordinated election.
 - 2. Charging the City for the cost of election and mail ballot judges, provided, however, that such cost shall be prorated by multiplying the number of judges and dividing the result by the number of jurisdictions utilizing each VSPC.

3. The cost of any recount(s) will be charged and prorated among each of the participating Public Entities involved in the recount.
- B. Adhere to all applicable provisions of the Code which are necessary or appropriate to the performance of the above duties.

IV. DUTIES OF THE CITY:

In consideration of the foregoing, the City agrees to perform the following tasks and activities to the extent required:

- A. Provide the County Clerk all TABOR Notices concerning City ballot issues in the manner required by the Code on or before March 21, 2025, by 4:30 p.m. Such TABOR Notice shall include:
1. The election date, hours, ballot title, text, and the City's local election office address and the City's election office telephone number.
 2. For proposed City tax or bonded debt increases, the estimated or actual total of City fiscal year spending for the current year and each of the past four years and the overall percentage and dollar change.
 3. For the first full fiscal year of each proposed City tax increase, City estimates of the maximum dollar amount of each increase and of district fiscal year spending without the increase.
 4. For proposed City bonded debt, its principal amount and maximum annual and total district repayment cost and the principal balance of total current City bonded debt and its maximum annual and remaining total City repayment cost.
 5. Two summaries, up to five hundred (500) words each, one for and one against any ballot proposal, of written comments filed with the Designated Election Official. The summary shall neither mention names of persons or private groups nor make any endorsements of or resolutions against the proposal. Petition representatives following these rules shall write this summary for their petition. The Designated Election Official shall maintain and accurately summarize all other relevant written comments.
 6. Summarize written comments concerning ballot issues following receipt of such comments received from the Designated Election Official and the public as necessary for use in the TABOR Notice.
 7. A completed TABOR Notice shall be provided to the County Clerk in Microsoft Word format. Regardless of the total number of pages, the submission to the County Clerk shall be on one side of each page. This

submission shall be in the form that shall be printed by the County Clerk and may not be changed by the City following submission to the County Clerk without special written dispensation from the County Clerk (such dispensation may be withheld for any or no reason) and shall be provided to the County Clerk on or before March 21, 2025.

- B. Perform such acts as may be required by law or the City Charter, including circulation, approval, review, and all other activities, relating to any matter that may concern the City. The Designated Election Official shall interact with any City petition representatives, including but not limited to, working to ensure that the Designated Election Official receives the summary of written comments for their petition within the time required by law.
- C. Certify the complete ballot content to the County Clerk, on or before March 7, 2025; review, proofread, and approve the final ballot and provide to the County in the same manner set forth, within the time required by law and provide the ballot content in hard copy and in Microsoft Word format.
- D. Review, proofread and confirm the layout, format, and text of the official ballots within twenty-four (24) hours of receipt before the County Clerk authorizes the printing of the ballots.
- E. Pay to the County Clerk the City's share of the actual cost of materials and services specified in items 1-10 of this Section, Paragraph E. upon receipt of the itemized statement for same. (The City agrees to compensate the County Clerk on a prorated basis for costs not solely related to the City's election, and to pay full cost of materials and services solely related to the City's election). The City represents that funds have been appropriated for this Election and are sufficient to compensate the County Clerk for the services described in this Agreement.
 - 1. Actual costs of services, materials, and mileage associated with the conduct of the election. Actual costs include, but are not limited to, the costs of labor, printing, and materials itemized, identified, and consumed for the conduct of the City's election. The actual cost of labor includes the actual hourly wage, including overtime whether paid or provided as compensatory time, and all associated benefits paid to each staff member, which are directly attributable to conducting the coordinated election on behalf of City.
 - 2. Actual costs for a complete alphabetical listing of electors, in electronic format.
 - 3. Actual costs for alphabetical listing by precinct.
 - 4. Actual costs for election preparation, set-up and tabulation and processing charge.
 - 5. Actual costs of building rental for set-up activities and VSPC.
 - 6. Actual costs for election and mail ballot judges.

7. Actual costs of preparation and publication of all notices required by the Election Code.
 8. Actual cost of preparing and printing the ballots.
 9. Actual costs for all mailings.
 10. Any other cost or expense shall be as mutually agreed to between the City and the County Clerk. Such agreement shall be in writing and signed by both parties in compliance with Section VI., Paragraph B. herein.
- F. Within the time frames established by C.R.S. § 1-10-201, the City shall appoint two (2) members to serve on the Canvass Board. Clerk and Recorder shall be a member of the Canvass Board, as well as two (2) appointees of any other political subdivision that is participating in the election.
 - G. Provide a current, accurate map with a legal description of the City and its boundaries. In addition, the City shall provide necessary GIS data to reflect its current boundaries.
 - H. The City and its Designated Election Official shall cooperate with the Coordinated Election Official in the conduct of all dates and responsibilities of the Coordinated Election Official in the conduct of the election.
 - I. The City shall notify County Clerk in writing regarding actions City requests County Clerk to undertake when provisions of the City Code or Charter conflict with the Uniform Election Code.
 - I. The City shall be solely liable in the event the conduct of the Election does not conform with the City Charter or City Code.

V. TERM/TERMINATION:

This Agreement is intended to apply to the May 6, 2025 election. The effective date of this Agreement is upon the signatures of the parties to this Agreement, except as to those activities mandated by statute, and shall automatically terminate on August 29, 2025, provided, however, that the County Clerk's record retention obligations provided in Section II., Paragraph M., shall survive termination.

VI. OTHER:

A. CANCELLATION OF ELECTION BY THE CITY:

In the event that the City, at some time after the effective date of this Agreement, resolves not to hold the election, then notice of such resolution shall be provided to the County Clerk immediately. The City shall promptly pay the County Clerk the full actual costs of the activities of the County Clerk, relating to the City's costs associated with the election, both before and after the County Clerk's receipt of such

notice. The City shall publish notice, as defined in the Code, of such cancellation in at least two (2) newspapers of general circulation in Pueblo County. The County Clerk shall post notice of the cancellation in the Office of the County Clerk and the Contact Officer shall post notice of the cancellation on the official bulletin board located in the lobby of City Hall, #1 City Hall Place, Pueblo, CO 81003. The City shall not cancel the election after March 7, 2025. This section is not intended to affect nor apply to any initiated matter deemed cancelled pursuant to C.R.S. § 31-2-210(3.5).

- B. This Agreement constitutes the entire agreement between the parties and supersedes all prior and contemporaneous agreements, representation, and understandings between them. All duties, services, labor expenses, and costs needed or required in connection with this election that are attributable to the City, other than those specified above or by amendment to this Agreement, shall be provided by, and be the sole responsibility of, the City. No variation or modification of this Agreement and no waiver of any of the Agreement's provisions or conditions will be binding unless made in writing and signed by duly authorized owners, principals, or officers of the City and Pueblo County. This Agreement shall be construed and enforced according to the laws of the State of Colorado.
- C. This Agreement shall be binding upon and inure to the benefit of the parties to it and their respective legal representatives, successors, and assigns. Any delegation or assignment of this Agreement by either party without the prior written consent of the other party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.
- D. Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information to the other party at the following addresses:

Pueblo County Clerk and Recorder
Attention: Candace Rivera
Pueblo County Election Division 201 West Eighth Street, 7th Floor
Pueblo, CO 81003
719-583-4622

and

City of Pueblo
Attention: Marisa Stoller, City Clerk
1 City Hall Place
Pueblo, CO 81003
719-553-2669

- E. CONFLICT OF AGREEMENT WITH LAW:

In the event that any provision of this Agreement conflicts with the Code or other statutory or regulatory law, this Agreement shall be modified to conform to such law. No subsequent resolution of the Board of County Commissioners or of the City shall impair the rights of the County Clerk or the City hereunder without the consent of the other party to this Agreement except as provided by Section V. herein.

F. TIME OF THE ESSENCE:

Time is of the essence of this Agreement. The statutory time requirements of the Code shall apply to the completion of the tasks required by this Agreement except as those time requirements are specifically modified in this Agreement as a result of the provisions in the City Charter.

G. GOOD FAITH:

The parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

IN WITNESS WHEREOF, the parties hereto have entered into this Agreement effective the day and year first written above.

ATTEST:

PUEBLO COUNTY, COLORADO

By: _____
Clerk to the Board

By: _____
Chairman, Board of County Commissioners

Date: _____

ATTEST:

**CITY OF PUEBLO,
A MUNICIPAL CORPORATION**

By: _____
City Clerk

By: _____
Mayor

Date: _____

APPROVED AS TO FORM:

APPROVED AS TO CONTENT:

By: _____
City Attorney's Office

By: _____
Pueblo County Clerk and Recorder

Date: _____

Date: _____

By: _____
Pueblo County Attorney's Office

Date: _____



BOARD OF ELECTIONS

Resolution No. 2025-1

BE IT RESOLVED BY THE BOARD OF ELECTIONS OF PUEBLO, COLORADO that:

The Ordinance directing that the May 6, 2025 Special Municipal Election be Conducted as Part of a Coordinated Election, Adopting for Use at the Special Municipal Election the Requirements and Procedures of the Uniform Election Code of 1992 except to the extent the Uniform Code of 1992 Conflicts with a specific provision of the Charter of the City of Pueblo, and suspending for such purposes all Ordinances and Resolutions of the City in conflict therewith, was reviewed by the Board of Election.

Upon a motion made by Alvin Rivera and seconded by Robert Childers and unanimously adopted, the Board of Elections recommends the Adoption of the Ordinance by the City Council to constitute the election procedures, rules, and regulations, as to the matters set forth in Section 17-7 of the Charter and the Uniform Election Code of 1992.

Passed and approved this 22 day of January 2025.

APPROVED:

Alvin Rivera
Member of the Board of Elections

Robert Childers
Member of the Board of Elections

Marisa Stoller, City Clerk and
Chair of the Board of Elections

ATTEST:

Deputy City Attorney



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO STEAM WORKS DBA SOUTHERN COLORADO SCIENCE CENTER DBA LEONARDO DA VINCI MUSEUM OF NORTH AMERICAN, A COLORADO NONPROFIT CORPORATION FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 4 BLK 1 PUEBLO CENTER SUBDIVISION # 3 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to execute a Lease Agreement between the City of Pueblo ("City"), a Colorado Municipal Corporation and Pueblo STEAM Works DBA Southern Colorado Science Center DBA Leonardo da Vinci Museum of North America, a Colorado nonprofit corporation ("Museum") for the property legally described as Lot 4 Blk 1 Pueblo Center Subdivision # 3 (the "Property").

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Museum seeks to bring the Leonardo da Vinci Museum of North America to Pueblo. The Museum will be the first and only permanent display of Leonardo da Vinci's art and machines in North America pursuant to a ten-year exclusivity agreement with the Artisans of Florence, Italy, who own the rights to the works. In addition, the Museum will house a STEAM Works interactive exhibit. The Museum will attract international, national, regional, and local visitors and create additional foot traffic on Pueblo's Riverwalk.

The Museum is working with the Pueblo Urban Renewal Authority to rent that portion of the Pueblo Convention Center formerly known as the PBR University for the exhibition

hall. The Museum wants to open an outdoor café and lease 1,200 square feet of the sidewalk area adjacent to the Convention Center and owned by the City for that purpose. This Lease is contingent on the Museum entering into the lease with Pueblo Urban Renewal for the exhibit space. The initial lease term is ten years with an option to renew for two additional ten-year terms. The rent will be abated for the first year. The Museum will pay gross rent of \$8.00 per square foot beginning in year two with rent increases each year beginning in year five.

FINANCIAL IMPLICATIONS:

The Lease will result in income to the City in the amount of not less than \$9,600 annually beginning in 2026.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Museum would not lease the space.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Da Vinci Museum Patio Lease Agreement

ORDINANCE NO. 10906

AN ORDINANCE APPROVING A LEASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO STEAM WORKS DBA SOUTHERN COLORADO SCIENCE CENTER DBA LEONARDO DA VINCI MUSEUM OF NORTH AMERICAN, A COLORADO NONPROFIT CORPORATION FOR THE PROPERTY LEGALLY DESCRIBED AS LOT 4 BLK 1 PUEBLO CENTER SUBDIVISION # 3 AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The proposed Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo STEAM Works DBA Southern Colorado Science Center DBA Leonardo da Vinci Museum of North American, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the lease in the name of the City and the Acting City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Lease which are necessary or desirable to effectuate the transactions described therein.

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 10, 2025.

Final adoption of Ordinance by City Council on February 24, 2025.

DocuSigned by:

B7A4E51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 2/25/2025 | 3:18 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:
ngs
7C02EBDFFC3D43C...

City Clerk

LEASE AGREEMENT

THIS LEASE entered into as of February 1, 2025 (the "**Effective Date**") by and between the **City of Pueblo**, a Colorado Municipal Corporation ("**City**") and **Pueblo STEAM Works d.b.a Southern Colorado Science Center dba Leonardo da Vinci Museum of North America**, a Colorado nonprofit corporation, ("Museum" or "**Lessee**"), singularly "**Party**" and collectively "**Parties**", WITNESSETH:

WHEREAS, City is the owner of the lot adjacent to the Pueblo Convention Center described as Lot 4 Blk 1 Pueblo Center Subdivision #3 Also portion of Vacated Mechanic Street Adjacent Formerly 05-361-67-004, Pueblo, Colorado; and

WHEREAS, Lessee is desirous of leasing a 1,200 square foot portion of the adjacent property as outlined in Exhibit A for use as an outdoor café in conjunction with the Leonardo da Vinci Museum of North America;

WHEREAS, the Parties are entering into this Lease Agreement in furtherance of the Colorado Regional Tourism Act Project known as "Pueblo Professional Bull Riders University and heritage of Heroes Project" and subject to Resolution No. 1 effective May 18, 2012 as amended to date (as amended, the "**Resolution**");

WHEREAS, this Lease is contingent upon Lessee entering into a separate lease agreement with the Pueblo Urban Renewal Authority for that portion of the Pueblo Convention Center currently known as the PBR University;

WHEREAS, the City is willing to lease the Leased Premises to Lessee upon the terms and conditions hereinafter set forth.

NOW, THEREFORE, in consideration of the foregoing recitals and the mutual promises, covenants and conditions contained herein, City and Lessee hereby agree as follows:

Article 1. Leased Premises.

1.01 Beginning the Effective Date, City leases to Lessee and Lessee leases from City the 1,200 square foot portion of the real property described as Lot 4 Blk 1 Pueblo Center Subdivision 33 also portion of Vacated Mechanic Street Adjacent Formerly 05-361-67-004, Pueblo, Colorado depicted in the attached Exhibit A ("**Leased Premises**"), upon and subject to the covenants, provisions and conditions herein.

1.02 This Lease and Lessee's use of the Leased Premises are subject to the easements, rights of way, covenants, conditions, restrictions, reservations and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes and regulations governing and regulating the Leased Premises and its use.

Article 2. Term.

2.01 This Lease is contingent upon Lessee entering into a separate but related lease with Pueblo Urban Renewal Authority for the space currently known as the PBR University. See copy of the Lease between Pueblo STEAM Works d.b.a. Southern Colorado Science Center dba Leonardo da Vinci Museum of North America and Pueblo Urban Renewal Authority (hereinafter “**PURA Lease**”) attached hereto as Exhibit B. It is the intent of the Parties that this Lease commence on the same date as the PURA Lease. Therefore, the “Effective Date” of this Lease shall be the earlier date of the satisfaction or waiver in writing of all conditions precedent set forth in Section 1.1 of the PURA Lease or June 30, 2025. Unless the Parties otherwise agree in writing, if the PURA Lease is not commenced on or before June 30, 2025, this Lease Agreement shall become null and void and any and all rights hereunder shall automatically terminate as of such date.

2.02 The term of this Lease shall commence on the Effective Date and shall terminate on the earlier to occur of:

- (i) Ten years from the Effective Date (the “**Initial Term**”);
- (ii) Any early termination in accordance with the terms of this Lease.

2.03 At the end of the Initial Term, Lessee will have an exclusive right to extend the Lease for two ten-year periods (the “**Lease Extension**”) (the Initial Term and Lease Extension shall be collectively referred to herein as “**Terms**”). Lessee may exercise this right by sending written notice to the City no more than twelve (12) months but no less than six (6) months prior to the end of the Initial Term. Prior to the beginning of the Lease Extension, the Parties will negotiate in good faith the new rent rate for the Lease Extension. There shall be a cap to the new rent (the “**Cap**”), as set forth below.

Article 3. Rent.

3.01 Lessee shall pay to City the sum of eight dollars (\$8.00) per square foot for a total of \$9,600.00 per year (**Rent**) payable in quarterly payments of \$2,400.00. Rent shall be abated for the first year of the Lease. Rent shall be due and payable, without notice, demand, or offset, beginning one year from the Effective Date. Rent for the ensuing months shall be due and payable, without notice, demand, or offset, on or before the first day of each quarter during the Lease Terms.

3.02 Commencing on the fifth (5th) anniversary of the Effective Date, Rent shall be increased by the Consumer Price Index (as defined herein) aggregated over the previous five (5) years, but in no event shall the aggregated Consumer Price Index adjustment exceed ten percent (10%) (the “**CPI 10% Cap**”). Commencing on the sixth (6th) anniversary of the Effective Date, and each anniversary date thereafter, Rent shall be calculated by using the price per square foot amount used in the immediately preceding year, plus an adjustment equal to the Consumer Price Index, but in no event shall the Consumer Price Index adjustment exceed three percent (3%) in any given year. As used herein, “Consumer Price Index” shall mean the Consumer Price Index for all urban

households (Base Year 1982-1984 = 100) in the West Region (CPI-U) as determined and published by the United States Department of Labor, Bureau of Labor Statistics for the applicable year.

3.03 It is the intent of the Parties hereto that this Lease be a "gross" lease with City paying all utilities for the Leased Premises.

3.04 Rent required to be made by Lessee hereunder which remains unpaid fifteen (15) days after its due dates shall bear interest at the rate of ten percent (10%) per annum until paid.

3.05 Lessee's obligation to pay Rent to City hereunder is absolute and unconditional and Rent shall not be offset, abated, reduced or withheld for any reason whatsoever, except as may be provided by the provisions of this Lease.

Article 4. Use of Leased Premises.

4.01 The Leased Premises shall be used and occupied by Lessee for any purpose related to the business of Lessee including but not limited to an outdoor café operated in conjunction with the Leonardo da Vinci Museum of North America and consistent with the Pueblo Regional Tourism Act ("RTA") Project.

4.02 Lessee shall use the Leased Premises in a careful, safe and proper manner in compliance with all laws and regulations applicable to the Leased Premises and Lessee's use thereof. Lessee shall not cause, maintain or permit any nuisance or waste in, on, or about the Leased Premises.

4.03 Lessee shall not abandon or cease to conduct business on the Leased Premises for any period longer than ninety (90) consecutive days.

Article 6. Condition of Premises.

6.01 It is understood and agreed that the Leased Premises are leased "as is, where is, with all its faults" and that City does not make and has not at any time made any warranty or representation of any kind or character, express or implied, with respect to the Leased Premises, including, but not limited to, any warranty or representation as to habitability, merchantability, fitness for a particular purpose, title (other than the covenant of quiet possession set forth in Article 16, herein), zoning (other than that the leased premises are zoned for the permitted use), physical or environmental conditions, utilities, governmental approvals, the compliance of the leased premises with governmental and environmental laws and regulations, the truth, accuracy or completeness of any document or other information provided to lessee by city or any other person, or any other matter or thing regarding the leased premises not contained herein.

6.02 The taking of possession of the Leased Premises by Lessee on the Effective Date shall be conclusive evidence that the Lessee accepts the Leased Premises in its then present condition and that the Leased Premises are in good and satisfactory condition at the time such possession was taken.

Article 7. Alterations and Improvements.

7.01 Lessee shall not make any additions, alterations or improvements in or to the Leased Premises ("**Alterations**") without City's prior written consent, which consent shall not be unreasonably withheld, conditioned or delayed. Lessee shall not, to the extent Lessee receives knowledge of same, permit or allow any lien to be filed or recorded against the Leased Premises or City's or Lessee's interest therein, and Lessee shall fully cooperate with City in obtaining the protection afforded City under Section 38-22-105, C.R.S. All alterations made in or to the Leased Premises by Lessee with City's consent shall become part of the Leased Premises and be surrendered with the Leased Premises at the termination of this Lease. All other Alterations shall, at the option of City (and with City's direction to Lessee), be removed by Lessee at Lessee's sole cost and expense.

7.02 All personal property, equipment, fixtures and improvements of a detachable or temporary nature installed or placed upon the Leased Premises by Lessee including trade fixtures, shall remain the property of Lessee, subject to Lessee's right, at its option, to remove same at any time but not later than thirty (30) days after termination of this Lease. Lessee shall repair all damage (except reasonable wear and tear) to the Leased Premises caused by such removal. The failure of Lessee to remove its equipment, fixtures and detachable improvements within thirty (30) days after termination of this Lease shall, at the option of City, be deemed an abandonment of such property and City may dispose of such property as the City, in its sole discretion, may determine.

Article 8. Repairs and Maintenance.

8.01 City shall not be obligated to repair, maintain or alter the Leased Premises or any part thereof, except for damage caused by City or its employees, invitees, agents or representatives. Lessee, at its expense, shall keep and maintain the Leased Premises, including, without limitation, the buildings and other improvements on the Leased Premises, in good working condition and repair, and in a good, clean and safe condition at all times during the Terms of this Lease and return the same to City upon termination in good condition and state of repair.

8.02 If Lessee becomes obligated to make repairs by an occurrence covered by the insurance described in Article 11, the net proceeds of such insurance shall be used by Lessee to offset the cost of repairs.

Article 9. Right of Entry.

City, or City's officers, employees, agents and representatives, may enter the Leased Premises during normal business hours upon reasonable notice to Lessee, except that in the case of any emergency or possible casualty involving the Leased Premises, entry may be made at any time without notice to Lessee.

Article 10. Assignment and Subletting.

10.01 Assignment. The interests and privileges granted under this Lease are personal. No interests or privileges under this Lease may be transferred except as provided in this Lease. Lessee may not sublet, assign, or otherwise transfer the Leased Premises, in whole or in part, without the

express written consent of the City, which shall not unreasonably be withheld. Any assignee shall, by a proper written instrument between Lessee and assignee, assume and agree to perform all the terms, covenants and conditions of this Lease to be performed and kept by Lessee. Lessee shall provide to City a copy of the assignment agreement.

10.02 Subletting. Lessee has the right to sublet the Leased Premises or any part thereof for special events of limited duration to third parties that are acceptable to Lessee without Lessor's approval and without sharing any of the excess rent. Upon request, Lessee agrees to provide Lessor with a summary of the sublease terms. No sublease shall release or discharge Lessee or any guarantor hereof from any of its or their duties or obligations hereunder. Lessee is responsible for ensuring all sublessees comply with the terms and conditions of this Lease Agreement and all covenants, rules, regulations of the Convention Center and HARP.

Article 11. Insurance and Indemnification.

11.01 Lessee shall indemnify and hold City, its officers, employees and agents, harmless from and defend them against any and all claims and liability, including cost of defense and reasonable attorney fees, for any injury or damage to Lessee or its officers, agents or employees, or to Lessee's property, or to any third person, or to the property of any third person: (a) occurring in, on or about the Leased Premises during the Terms; or (b) arising out of or resulting, during the Terms, from the Leased Premises, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, or any of Lessee's equipment thereon or appurtenances thereto, or any activity conducted thereon by Lessee or Lessee's employees, invitees, agents or representatives; all of the above with exception of any injury or damage caused by the acts of City, its officers, employees, invitees or agents.

11.02 Lessee shall secure and maintain in full force and effect, at its expense, during the effective term of this Lease, (a) commercial general liability insurance including coverage for personal injury (including death), property damage and contractual coverage in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$5,000 medical expense (any person). The policy shall include coverage for liabilities arising out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, bodily injury, property damage, personal injury, contractual liability, and other liability assumed under this Lease. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the respective limit of liability. The policy shall name the City, its officers, employees or agents as additional insureds, and (b) Colorado Workers' Compensation insurance or other similar coverage in the statutorily mandated amounts. Neither Party shall be liable to the other Party for any claim, loss or casualty covered by such insurance and each Party waives any claim therefore against the other Party whether by way of subrogation or otherwise.

11.03 A copy of each insurance policy, or certificate thereof, issued by an association or company authorized to issue such policy or policies under the laws of the State of Colorado containing a provision prohibiting cancellation or material modification of the insurance except after no less than (10) days' notice to City, shall be delivered to the City within thirty (30) days after the Effective Date of this Lease, and thereafter the Lessee will furnish to City evidence of the

continuance of the insurance coverage required herein within a reasonable time after the same has been issued.

Article 12. Fire and Extended Coverage Insurance.

Lessee may, at its expense, during the Terms of this Lease, secure and maintain in full force and effect "All-Risk" casualty insurance (including, without limitation, fire, extended coverage and boiler insurance) upon the Leased Premises. If Lessee secures casualty insurance, such insurance shall be in an amount not less than the full replacement value of the improvements to the Leased Premises (without deduction for physical depreciation), and issued by an insurance company or association authorized to issue such policies under the laws of the State of Colorado and approved by City, shall contain a deductible of not more than \$15,000.00 and a standard Colorado mortgagee/landlord clause in favor of City, and shall not be subject to cancellation, reduction or modification upon less than ten (10) days' written notice to City. Such insurance, by its terms or by endorsement, shall waive any right of subrogation of the insurer against City, its officers, agents and employees, for any loss or damage resulting from covered perils. Lessee will furnish to City evidence of such insurance and its continuance during the Term of this Lease.

Article 13. Taxes and Assessments.

13.01 Lessee shall promptly pay and discharge, as they become due and before delinquency, any and all property taxes, assessments, charges, liens, levies or excises, whether general or special or ordinary or extraordinary, of every name, nature and kind whatsoever, including all governmental charges of whatsoever name, nature or kind, which may be levied, charged or imposed, or which may become a lien or charge on or against the Leased Premises or any part thereof, the leasehold interest of City or Lessee herein, or the improvements situated on the Leased Premises during the effective period of this Lease. In the event Lessee desires to contest the valuation for assessment of property taxes on the Leased Premises, City agrees to cooperate with Lessee, provided that such cooperation does not require City to incur any cost or expense.

13.02 Lessee shall pay before delinquency any and all property taxes levied or charged against any of the personal property belonging to it and situated on the Leased Premises or used in connection with the operation and maintenance of the building located on the Leased Premises.

13.03 Lessee shall furnish City within thirty (30) days after any amount is payable by Lessee under this Article 12, official receipts of the appropriate taxing authority or other proof satisfactory to City evidencing such payments as are required under this Article.

13.04 City shall, to the extent it is aware of or receives the same, promptly and timely forward all correspondence, notices, bills and the like from any government, regulatory, utility company or taxing authority with respect to the Leased Premises, or any matter affecting the same, to Lessee.

Article 14. Utilities.

Lessor shall pay all charges for sewer, water, gas, electricity, telephone and all other utility services furnished to or used in or supplied to the Leased Premises.

Article 15. Damage to or Destruction of Premises.

15.01 If, during the Terms of this Lease, the Leased Premises shall be damaged to such an extent that the repair of such damage and the restoration of the Leased Premises can be accomplished, with reasonable diligence, within one hundred eighty (180) days after such damage (provided such damage was not caused by City or its employees, invitees, agents or representatives, in which event City shall make such repairs), Lessee shall promptly repair such damage and cause the Leased Premises to be restored to their condition prior to the event causing the damage. If, during the Terms of this Lease, the Leased Premises shall be destroyed or damaged to such an extent that the repair of such destruction or damage and the restoration of the Leased Premises cannot be accomplished, with reasonable diligence, within one hundred eighty (180) days after destruction or damage, then, to the extent Lessee has knowledge of the same, Lessee shall promptly notify City in writing of such fact within forty-five (45) days after the date of such destruction or damage, and Lessee shall thereafter have the right, during a period of thirty (30) days following such notification, to terminate this Lease by written notice to the City, declaring this Lease to be terminated provided, however, that, as a condition precedent to such termination, all proceeds of insurance required to be maintained by Lessee under Article 11 shall be paid to City (to the extent any proceeds are collected and only up to the amount required to repair the Leased Premises), or, if Lessee fails to maintain the insurance required to be maintained by Lessee under Article 11, an amount equal to the insurance proceeds which would have been available but for such failure shall be paid by Lessee to City. Unless such notice of immediate termination shall be given within such 30-day period and the applicable amount of proceeds of insurance are paid to City, this Lease shall continue in full force and effect and Lessee shall promptly repair such destruction or damage and cause the Leased Premises to be restored to their condition prior to the event causing the destruction or damage. In the event the Leased Premises are destroyed or damaged, or partially destroyed or damaged, the monthly rent payable by Lessee shall be abated proportionately according to the floor area of the Leased Premises which is usable by Lessee. Such abatement shall continue for the period commencing with such damage or destruction and ending when Lessee or City, as may be applicable, completes repair work or reconstruction. Lessee or City, as applicable, shall diligently commence and expeditiously complete the repair work or reconstruction.

15.02 If Lessee shall make the repairs, such repairs, restoration or rebuilding shall be conducted with licensed contractors as expeditiously as possible in accordance with plans and specifications submitted to and reasonably approved in writing by City and in compliance with all applicable laws, regulations and codes.

Article 16. Hold Over.

If Lessee shall hold over after the expiration of the Initial Term or any Lease Extension, without a signed renewal or new Lease, then Lessee shall be deemed a Lessee from month to

month on all of the terms and conditions set forth in this Lease, except that the monthly Rent due under this Lease shall increase by ten percent (10%) over the rent being charged on the last month prior to the hold over. Nothing in this Section shall be construed as permission of the City to hold over beyond the expiration of the Initial Term or any Lease Extension.

Article 17. Quiet Possession.

Lessee may peacefully have, hold and enjoy the Leased Premises, subject to the other terms of this Lease, provided that Lessee fulfils all of Lessee's covenants and agreements contained herein.

Article 18. Default.

18.01 In the event of default at any time by Lessee or City in the performance of any of its covenants and obligations herein contained, and such default is not cured within thirty (30) days after written notice specifying the default is given by the non-defaulting Party to the defaulting Party, then, in such event, in addition to all other rights, the non-defaulting Party shall have the right, upon ten (10) days' notice in writing to the defaulting Party specifying the date of termination, to terminate this Lease and City may at such time reenter and take possession of the Leased Premises.

18.02 In the event the Parties hereto become involved in litigation arising out of this Lease, or the performance or breach thereof, the Court shall award costs, expenses, and reasonable attorney fees to the substantially prevailing Party.

18.03 If Lessee or City violates any of the terms and provisions of this Lease or defaults in any of its obligations hereunder, such violation may be restrained or such obligation enforced by injunction at the instance and request of City or Lessee, as applicable, without the showing of any special damages or an inadequate remedy at law.

Article 19. Waiver and Time of Essence.

No waiver of any breach or breaches of any provision, covenant or condition of this Lease shall be construed to be a waiver of any preceding or succeeding breach of such provision, covenant or condition, or of any other provision, covenant or condition.

Article 20. Notices.

All notices, demands or communications of any kind which may be required or desired to be served, given or made by Lessee upon or to City, under the terms of or in connection with this Lease, shall be sufficiently served, given or made (as an alternative to personal service upon City) if such notice, demand or communication is sent by overnight courier or certified United States mail, addressed to:

City of Pueblo
ATTN: Mayor
1 City Hall Place
Pueblo, Colorado 81003

with a copy to:

City of Pueblo
ATTN: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

(or to such other person or address as may hereafter from time to time be designated for this purpose by City to Lessee in writing). All notices, demands or communications of any kind which may be required or desired to be served, given or made by City upon or to Lessee, under the terms of or in connection with this Lease, shall be sufficiently served, given or made (as an alternative to personal service upon Lessee) if such notice, demand or communication is sent by overnight courier or certified United States mail, addressed to:

Pueblo STEAM Works d.b.a Southern Colorado Science Center
dba Leonardo da Vinci Museum of North America
c/o Joseph A. Arriago
80 N. Fabrication Dr.
Pueblo, CO 81007

(or to such other person or address as may hereafter from time to time be designated for this purpose by Lessee to City in writing).

Article 21. Environmental Provisions.

21.01 For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado or the United States government and shall include, but not be limited to (1) substances defined as "hazardous waste", "restricted hazardous waste", "hazardous substance" or "hazardous material" under any applicable federal, state or local law or regulation ("Environmental Regulations"), (2) asbestos-containing materials, (3) PCBs, (4) petroleum or petroleum based products, and (5) lead.

21.02 Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the Leased Premises. No activity shall be undertaken by the Lessee, its employees, agents, licensees, invitees, contractors or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all

Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 *et seq.*, and the Clean Air Act, 42 U.S.C. Section 7401, *et seq.* Lessor affirms that to the best of its knowledge, there are no hazardous materials kept or stored on the Leased Premises.

21.03 Lessee agrees to defend, indemnify and forever hold harmless the City, its officers, employees, agents, successors, and assigns, as their interest may appear, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, remediation and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Leased Premises, or any part thereof, by Lessee, its employees, agents, licensees, invitees, contractors and subcontractors, provided such Hazardous Materials. The provisions of this Article 20 and Article 10 shall expressly survive the expiration of the Term or other termination of this Lease.

Article 23. Miscellaneous Provisions.

23.01 Colorado Law. This Lease shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith without reference to such State's choice of law and/or conflict of law principles.

23.02 Writing for Waiver or Modification. No provision of this Lease may be waived or modified except by an agreement in writing signed by the waiving Party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision.

23.03 Binding Effect. This Lease sets forth the entire and complete understanding and agreement of the Parties hereto with respect to the subject matter hereof. Lessee acknowledges and agrees that it has not relied upon any statements, representations, agreements or warranties of City except such as are expressed herein. This Lease shall be binding on the Parties, their successors and approved assigns.

23.04 Construction. Throughout this Lease, the singular shall include the plural; the plural shall include the singular; and the masculine and neuter shall include the feminine, wherever the context so requires.

23.05 Text to Control. The headings of sections are included solely for convenience of reference. If any conflict between any heading and the text of this Lease exists, the text shall control.

23.06 Severability. If any provision of this Lease is declared by any court of competent jurisdiction to be invalid for any reason, such invalidity shall not affect the remaining provisions. On the contrary, such remaining provisions shall be fully severable, and this Lease shall be construed and enforced as if such invalid provisions had never been inserted in the Lease.

23.07 Venue and Jury Trial. City and Lessee agree that exclusive venue for all actions or causes of action relating to this Lease or the Leased Premises shall be Pueblo County, Colorado.

All such actions shall be filed in the District Court in and for the County of Pueblo, State of Colorado and City and Lessee submit to the jurisdiction of that Court. To the extent allowed by law, each Party waives its right to a jury trial.

23.08 Brokerage Commission. City and Lessee each represent to the other that they have not entered into any agreement or incurred any obligation in connection with the Lease transaction which might result in the obligation to pay a brokerage commission to any broker. Each Party shall indemnify and hold the other Party harmless from and against any claim or demand by any broker or other person for bringing about this Lease who claim to have dealt with such indemnifying party, including all expenses incurred in defending any such claim or demand (including reasonable attorney's fees).

23.09 Warranties. The persons signing this Lease on behalf of each of the Parties represent and warrant that such persons and Lessee or City, as applicable, have the requisite power and authority to enter into, execute and deliver this Lease and that this Lease is a valid, legally binding obligation of Lessee or City, as applicable, enforceable against such Party in accordance with its terms.

23.10 Time of Essence. Time shall be and is of the essence as to the performance of all terms, conditions and obligations under this Lease.

23.11 Third Parties. The provisions of this Lease are and will be for the benefit of City and Lessee only and not for the benefit of any third party, and accordingly, no third party shall have any right or remedy hereunder or the right to enforce any provision of this Lease.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, City and Lessee, by their duly authorized representatives, have executed this Lease on the day and year first above written.

City of Pueblo, Colorado
a Colorado Municipal Corporation

[S E A L]

Attest: _____
City Clerk

By _____
Heather Graham
Mayor

Pueblo STEAM Works d.b.a. Southern Colorado Science Center
dba Leonardo da Vinci Museum of North America
a Colorado nonprofit Corporation

By _____
Name:
Title:

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ____ day of _____, 2025 by _____, as _____ of Pueblo STEAM Works d.b.a. Southern Colorado Science Center dba Leonardo da Vinci Museum of North America.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

Notary Public

EXHIBIT A
Leased Premises

Search

Details

Search by property id, address, or owner

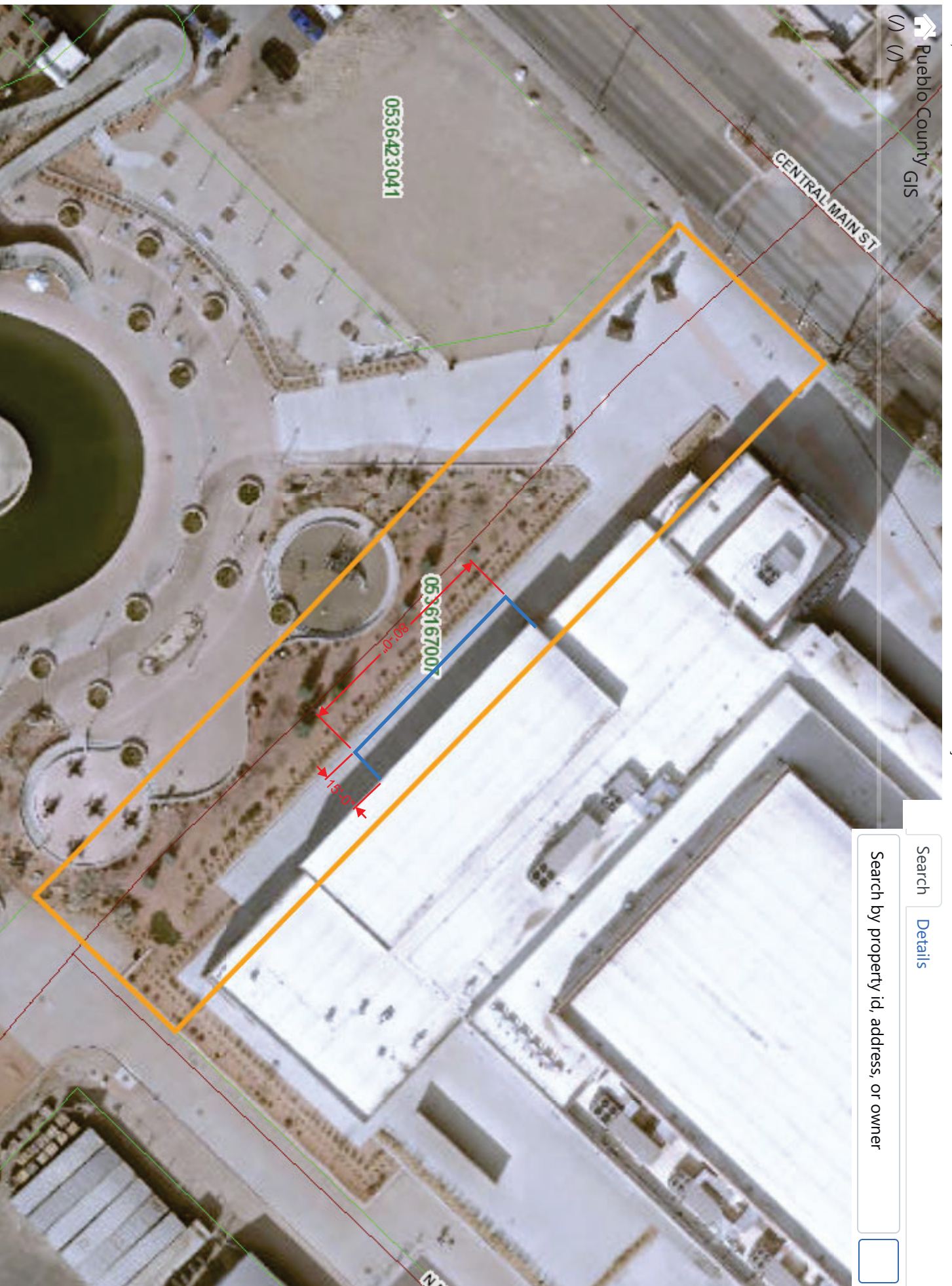


EXHIBIT B
PURA Lease

LEASE

THIS LEASE, including all Exhibits and Schedules hereto ("Lease"), is made and entered into this 3rd day of February, 2025 is by and between **Pueblo STEAM Works d.b.a Southern Colorado Science Center dba Leonardo da Vinci Museum of North America**, a Colorado nonprofit corporation (hereinafter referred to as "Lessee"), and **PUEBLO URBAN RENEWAL AUTHORITY** (hereinafter referred to as "Lessor"). Lessor and Lessee are sometimes referred to individually as a "Party" or collectively as the "Parties."

Article 1

Conditions Precedent, Leased Premises, and Term

1.1 Conditions Precedent. Lessor is the Financing Entity for a regional tourism project (the "Project") undertaken by the City of Pueblo (the "City") pursuant to the Colorado Regional Tourism Act, Part 3 of Article 46, Title 24, C.R.S (the "Act") as approved by the Colorado Economic Development Commission (the "EDC") by Resolution No. 1 effective May 18, 2012, as amended to date (as amended, the "Resolution"). As a major component of the Project, Lessor has issued its State Sales Tax Increment Revenue Bonds, Series 2017, in the amount of \$17,030,000 (the "Bonds") and pledged the proceeds of loans from the City in the net amount of \$14,400,000 (the "City Loans") to pay certain costs of the Project, including construction, alterations, and furnishing of the Leased Premises (the "PBR Improvements") for use by Professional Bull Riders, Inc. ("PBR"). PBR has abandoned the Project and the Parties have elected, subject to all applicable approvals and requirements, to substitute (the "Substitution") the Lessee as participant in the Project in place of PBR. This Lease is subject to the following necessary conditions precedent to such Substitution and this Lease shall not be deemed effective until each has been satisfied in writing or waived in writing by Lessor: (a) Lessee must obtain written approval from the City, Lessor, and EDC of a binding long term partnership with the Artisans of Florence, the worldwide representatives of the Museum of Leonardo da Vinci in Florence, Italy; (b) the Substitution must be officially and finally approved (except for legal conditions and covenants of continuing compliance) by the EDC acting pursuant to the Act and any applicable regulation; (c) all changes to existing or new supporting documents and agreements required by the EDC or otherwise necessary to effectuate such Substitution, if any, have been signed or otherwise approved by all affected parties thereto with all preconditions satisfied or waived; (d) if required, any revisions, restatements, or amendments of the Resolution have been approved by all affected parties, including, without limitation, the City and Lessor, by official action of their respective governing bodies; (e) Lessor has received any necessary opinion from its Bond counsel that the Substitution and changes to the documents governing the Project comply with the requirements of the Act and do not adversely affect the tax exempt nature of the interest on the Bonds. The date upon which all of the foregoing conditions precedent are met or waived in writing by the Lessor shall be the Commencement Date of this Lease; provided, however, unless the Parties otherwise agree in writing, if, on or before June 30, 2025, all of the foregoing conditions are not resolved or waived as provided above, either Party may terminate this lease by delivering written notice of such termination to the other Party, and this Lease shall thereafter become null and void and any and all rights hereunder shall automatically terminate as of such date.

1.2 Leased Premises. Lessor hereby leases to Lessee, and Lessee hereby

leases from Lessor, pursuant to the terms and conditions of this Lease, a portion of the Pueblo Convention Center, which is legally described in the attached Exhibit A (hereinafter the "Property"), and that leased portion of which is identified in the attached Exhibit B (hereinafter "Leased Premises").

Such Leased Premises are to be used in accordance with any applicable versions of the Resolution and the Act to create a unique and one-of-a-kind Leonardo da Vinci Museum capable of offering local businesses and visitors from around the world the opportunity to view Leonardo da Vinci's work and participate in interactive science exhibits. In accordance with Section 5.2, Lessee may sublease or license portions of the Leased Premises from time to time temporarily for lectures, classes, meetings, or other events incidental to its use as a one-of-a-kind Leonardo da Vinci Museum.

1.3 Condition. The Leased Premises will consist of 17,843 square feet of finished space, which Lessee, at its sole expense, shall reconfigure to meet its needs pursuant to agreed upon plans and timelines. The finished space shall be on the main floor of the Convention Center extension structure and shall consist of offices, gift shop, meeting rooms, storage areas, exhibit hall, and access via the common areas to the Pueblo Riverwalk.

1.4 Signage. Lessee shall be permitted to install interior and exterior signage on the Leased Premises and at other areas of the Convention Center as agreed by Lessee and Lessor. All costs of the creation, installation and maintenance of the signage shall be the responsibility of Lessee. After the expiration or termination of this Lease, Lessee shall remove such signage and restore the Leased Premises or the Convention Center to their original condition.

1.5 Construction. Construction on the tenant finish of the Leased Premises by Lessee shall begin no later than two (2) months from the Commencement Date, with completion and occupancy no later than six (6) months from the Commencement Date unless extended by written agreement of the parties. Lessee shall not, to the extent Lessee receives knowledge of the same, permit or allow any lien to be filed or recorded against the Leased Premises or Lessor's interest therein. All alterations made in or to the Leased Premises by Lessee with Lessor's consent shall become part of the Leased Premises and be surrendered with the Leased Premises at the termination of this Lease. All other alterations shall, at the option of Lessor (and with Lessor's direction to Lessee), be removed by Lessee at Lessee's sole cost and expense.

1.6 Term. Subject to satisfaction or waiver of the conditions precedent listed in Section 1.0, the term of this Lease shall commence on the earlier date of the satisfaction or waiver in writing of all conditions precedent or June 30, 2025 (the "Commencement Date") and shall terminate on the earlier to occur of:

- (i) Ten (10) years from the commencement date (the "Initial Term"); or
- (ii) Any early termination in accordance with the terms of this Lease.

1.7 Term Extension. At the end of the Initial Term, Lessee will have an exclusive right to extend the Lease for two ten-year periods (the "Lease Extension") (the Initial Term

and lease Extension shall be collectively referred to herein as "Terms"). Lessee may exercise this right by sending written notice to Lessor no more than twelve (12) months but no less than six (6) months prior to the end of the Initial Term or Lease Extension Term. Prior to the beginning of the Lease Extension, the Parties will negotiate in good faith the new rent rate for the Lease Extension. There shall be a cap to the new rent (the "Cap"), as set forth in Article 2 herein.

Article 2

Rental

2.1 Initial Five Years. Lessee and Lessor agree that for the initial five (5) year term of this Lease, Lessee shall pay as rent for Leased Premises the rate of \$8.00 per square foot for a total of \$142,744 per year payable in quarterly payments of \$35,686. Rent shall be abated for the first year of the Lease. Rent shall be due and payable, without notice, demand, or offset, beginning one year from the Commencement Date. Rent for the ensuing months shall be due and payable, without notice, demand, or offset, on or before the first day of each quarter during the Lease Terms.

2.2 Modified Gross Lease. This shall be a modified gross lease with Lessor paying for all utilities, exterior maintenance, snow removal, and building insurance, except that Lessee shall obtain and maintain insurance on its tenant improvements, fixtures, furniture, and equipment in amounts and coverages approved by Lessor, and shall pay when due all sales and property taxes related to its use of the Leased Premises. Utilities shall include water, gas, electricity, light, heat or power supplied to the Leased Premises.

2.3 Renewal Terms/Renewal Term Rental Adjustments. Commencing on the fifth (5th) anniversary of the Commencement Date, Rent shall be increased by the consumer Price Index (as defined herein) aggregated over the previous five (5) years, but in no event shall the aggregated Consumer Price Index adjustment exceed ten percent (10%) (the "CPI 10% Cap"). Commencing on the sixth (6th) anniversary of the Commencement Date, and each yearly anniversary date thereafter, Rent shall be calculated by using the price per square foot amount used in the immediately preceding year, plus an adjustment equal to the Consumer Price Index, but in no event shall the Consumer Price Index adjustment exceed three percent (3%) in any given year. As used herein, "Consumer Price Index" shall mean the Consumer Price Index for all urban households (Base Year 1982-1984 = 100) in the West Region (CPI-U) as determined and published by the United States Department of Labor, Bureau of Labor Statistics for the applicable year.

2.4 Payments. Rent shall be due and payable, without notice, demand, or offset, on or before the first day of each quarter during the Lease Terms. All rent shall be payable to Lessor at the address given for notice pursuant to this Lease. Rent required to be paid by Lessee hereunder which remains unpaid (15) days after its due dates shall bear interest at the rate of ten percent (10%) per annum until paid. Lessee's obligation to pay Rent to Lessor hereunder is absolute and unconditional and Rent shall not be offset, abated, reduced or withheld for any reason whatsoever, except as may be provided by the provisions of this Lease.

Article 3

Condition, Repairs, Improvements, Liens

3.1 Condition. Lessee and Lessor will inspect and acknowledge at the time of occupancy after the Commencement Date that it has received the Leased Premises in good order and repair.

3.2 Repairs. During the Term of this Lease, Lessor, at Lessor's expense, shall operate, maintain and make all necessary repairs and replacements (both structural and non-structural) to the Convention Center, on the Property and the public and common portions of the Convention Center, and the structural elements of the Convention Center, both exterior and interior, the roof of the Convention Center and the sidewalks adjacent to the Convention Center. All tenant improvements, furniture, fixtures, and equipment of Lessee or installed by Lessee shall be the sole responsibility of Lessee. Lessor will be responsible for maintaining, repairing, and if necessary replacing the HVAC units which serve the Leased Premises. Lessor will also maintain the main lines serving the plumbing fixtures in the Leased Premises. Lessee will be responsible for maintaining the plumbing fixtures in the Leased Premises. Lessee will be responsible for clearing any drain line blockages that are directly connected to the plumbing fixtures in the Leased Premises. Lessor will maintain and repair the electrical service entrance and the circuit breakers that serve the Leased Premises. Lessee will be responsible for maintaining and repairing or replacing if necessary the lighting fixtures that serve the Leased Premises. Lessee hereby agrees to replace or repair all broken glass with glass of the same size and quality as that broken, when such breakage is caused solely by Lessee, its employees, agents or invitees. Lessee shall be responsible, at Lessee's cost, for repairs to the Leased Premises for any damage caused solely by Lessee, its employees, agents, guests or invitees.

If Lessor or Lessee does not make such repairs as provided herein, the other party may, but need not, make such repairs or replacements and in such case, in addition to its other remedies hereunder, the other party shall pay the cost thereof plus interest on the sum or sums so advanced at the rate of eighteen percent (18%) per annum, promptly upon demand.

3.3 Improvements. Lessee agrees not to make any structural improvements to the Leased Premises without the prior written consent of Lessor. For clarity, Lessee, with prior written approval of Lessor, may install equipment at its own cost that will not be attached to the structure (therefore, not a structural improvement) as it deems necessary and desirable in connection with its use of the Leased Premises provided that such equipment does not increase the load bearing capacity of the structure or cause an increase in the cost of Lessor's insurance obligations.

3.4 Liens. Whenever Lessee shall repair, demolish, construct, remodel or rebuild improvements on the Leased Premises, Lessee covenants to discharge or cause to be discharged every lien filed against the Leased Premises and Lessee agrees to indemnify and save Lessor harmless from any and all liability, loss or expense with respect thereto and to include Lessor as an additional insured on all insurance policies related to the use and occupancy of the Leased Premises.

3.5 Personal Property. All personal property, equipment, fixtures and improvements of a detachable or temporary nature installed or placed upon the Leased Premises by Lessee including trade fixtures, shall remain the property of Lessee, subject to Lessee's right, at its option, to remove the same at any time but not later than thirty (30) days after termination of this Lease. Lessee shall repair all damage except reasonable wear and tear) to the Leased Premises caused by such removal. The failure of Lessee to remove its equipment, fixtures and detachable improvements within thirty (30) days after termination of this Lease shall, at the option of Lessor, be deemed an abandonment of such property and Lessor may dispose of such property as Lessor, in its sole discretion, may determine.

Article 4

Use and Possession of Leased Premises

4.1 Possession. Lessee shall have and is entitled to the possession of the Leased Premises as of the date all contingencies recited in Section 1.1 have been resolved or waived in writing by the Lessor.

4.2 Character of Occupancy. The Leased Premises are to be used by Lessee for any purpose related to the business of Lessee including but not limited to the Leonardo da Vinci Museum of North America which shall be open to the public seven (7) days a week no less than 360 days per year and operated consistent with the Pueblo Regional Tourism Act ("RTA") Project unless prevented by acts of force majeure. Force majeure events shall mean (i) acts of God, (ii) flood, fire, earthquake or explosion, (iii) war, invasion, hostilities, terrorist threats or acts, riot or other civil unrest, (iv) government order or law, (v) actions, embargoes or blockades in effect on or after the date of this Lease, (vi) action by any governmental authority, (vii) national or regional emergency, (viii) strikes, labor stoppages or slowdowns or their industrial disturbances, (ix) epidemic, pandemic or global outbreak, or (x) other similar events beyond the reasonable control of the Parties.

4.3 Indemnification. Lessor and Lessee, as a material inducement to the other to enter into this Lease, the Parties agree as follows:

Each party shall indemnify, release and hold harmless the other party and their parents, affiliates, and subsidiaries, and each of their respective shareholders, directors, officers, members, managers, agents, employees, contractors, licensees, legal representatives and successors in interest ("Indemnified Parties") from all third party claims for damage to or loss of property or injury or loss of life, including reasonable attorneys' fees and costs ("Third Party Claims"), resulting from (a) its negligence or willful misconduct or (b) its material uncured breach of this Lease. This indemnification provision shall survive the expiration or termination of this Lease.

4.4 No Waste. Lessee hereby agrees during the Term of this Lease not to commit waste or suffer or permit waste to be committed on the Leased Premises, or to permit a nuisance hereon.

4.5 Lessor Access. Lessor, its employees, agents, and representatives, may enter Leased Premises during normal business hours upon reasonable notice to Lessee, except that in the case of any emergency or possible casualty involving the Leased Premises, entry may be made at any time without notice to Lessee.

Article 5 Assignment and Subletting

5.1 Assignment: The interests and privileges granted under this Lease are personal. Lessee shall not assign this Lease or any interest herein without Lessor's prior written consent, which consent shall not be unreasonably withheld. Any assignee shall, by a proper written instrument between Lessee and assignee, assume and agree to perform all the terms, covenants and conditions of this Lease to be performed and kept by Lessee. Lessee shall provide Lessor with a copy of the assignment agreement.

5.2 Subletting: For only those special events of limited duration incidental to its use as a one-of-a-kind Leonardo da Vinci Museum, Lessee has the right to sublet the Leased Premises or any part thereof to third parties that are acceptable to Lessee without Lessor's approval and without sharing any of the excess rent. Upon request, Lessee agrees to provide Lessor with a summary of the sublease terms. No sublease shall release or discharge Lessee or any guarantor hereof from any of its or their duties or obligations hereunder. Lessee shall not assign, license, or sublease any part of the Leased Premises for any use that competes with the Convention Center, including, without limitation, weddings, banquets, and reunions and is responsible for ensuring all sublessees comply with the terms and conditions of this Lease and all covenants, rules and regulations of the Convention Center and HARP.

Article 6 Insurance and Damage to improvements

6.1 Insurance. At all times during the Lease Term, Lessee shall procure and maintain, at its sole expense, property insurance in an amount not less than one hundred percent (100%) of the replacement cost, covering Lessee's improvements to Leased Premises (including all leasehold improvements, furniture, fixtures, and equipment), the content thereof, ("Property Insurance"), and shall contain flood coverage and business income ("loss of rents") coverage for a period of time not less than twelve (12) months following the insured casualty.

6.2 Additional Lessee Insurance. Lessee shall secure and maintain in full force and effect, at its expense, during the effective term of this Lease,

6.2.1 Commercial general liability insurance including coverage for personal injury (including death), property damage and contractual coverage in the minimum amount of \$1,000,000 per occurrence, \$2,000,000 in the aggregate, and \$5,000 medical expense (any person). The policy shall include coverage for liabilities arising

out of premises, operations, independent contractors, products, completed operations, personal and advertising injury, bodily injury, property damage, personal injury, contractual liability, and other liability assumed under this Lease. This insurance shall apply separately to each insured against whom claim is made or suit is brought subject to the respective limit of liability. The policy shall name Lessor, its officers, employees, or agents as additional insureds, and

6.2.2 Colorado Workers' Compensation insurance or other similar coverage in the statutorily mandated amounts. Neither Party shall be liable to the other Party for any claim, loss or casualty covered by such insurance and each Party waives any claim therefore against the other Party whether by way of subrogation or otherwise.

6.2.3 It is hereby agreed and understood that the insurance requirements set forth above shall not be construed as a limitation of any potential liability on behalf of Lessee. All such insurance required shall be primary and non-contributory, and written by insurance companies qualified to do business in the State of Colorado. It is also agreed and understood that Lessee will be responsible for paying any deductible or retention under its policies and will remain solely and fully liable for the full amount of any claim, damage, liability, loss or expense for which it is otherwise liable hereunder regardless of any failure or deficiency of insurance coverage or compensation.

6.2.4 Policies shall be endorsed to add Lessor as an Indemnified Party and Additional Insured and shall contain a waiver of subrogation in favor of Lessor. The Additional Insured requirement applies to all coverages, except Workers' compensation. The waiver of subrogation applies to all coverages and Lessee represents and warrants that it shall provide Lessor with proof of such waiver upon Lessor's written request. Each of the aforementioned policies will include a provision requiring the insurance company to give Lessor prompt notice of at least thirty (30) days prior to any modification or cancellation thereof. Lessee shall furnish Lessor with certificates of insurance evidencing its compliance with the provisions of this section: (i) at least 15 days prior to the effective date of these coverages, (ii) at the renewal of its insurance policies, and (iii) whenever otherwise reasonably requested by the other party during the Term.

6.3 Release/Waiver of Subrogation. Lessor and Lessee agree to have their respective insurance companies issuing property damage insurance waive any rights of subrogation that such companies may have against Lessor or Lessee, as the case may be. Lessor and Lessee hereby waive any right that either may have against the other on account of any loss or damage to its property including the improvements, Convention Center, the Leased Premises, to the extent such loss or damage is insurable under policies of insurance for fire and all risk coverage, theft, or other similar insurance. Lessor and Lessee also hereby waive all rights of subrogation of their respective insurers, provided such waiver of subrogation shall not affect the right to the insured to recover thereunder.

6.4 Fire and Extended Coverage Insurance. Lessee may, at its expense, during the Terms of this Lease, secure and maintain in full force and effect "All-Risk" casualty insurance (including, without limitation, fire, and extended coverage insurance) upon the Lessee's improvements to the Leased Premises along with the fixtures, furnishings and

Lessee's exhibits in the Leased Premises. If Lessee secures casualty insurance, such insurance shall be in an amount not less than the full replacement value of the Lessee's improvements to the Leased Premises (without deduction for physical depreciation), and issued by an insurance company or association authorized to issue such policies under the laws of the State of Colorado and approved by Lessor, shall contain a deductible of not more than \$15,000.00 and a standard Colorado mortgagee/landlord clause in favor of Lessor, and shall be subject to cancellation, reduction or modification upon less than ten (10) days' written notice to Lessor. Such insurance, by its terms or by endorsement, shall waive any right of subrogation of the insurer against Lessor, its officers, agents and employees, for any loss or damage resulting from covered perils. Lessee will furnish to Lessor evidence of such insurance and its continuance during the Terms of this Lease.

6.5 Partial Damage to Improvements. If at any time during the Term of this Lease the Convention Center, improvements, or any property or buildings located near or on the Leased Premises, Convention Center, or improvements are damaged to an extent less than "Total Destruction", as defined in Section 6.6 below ("Partial Damage"), by fire or other casualty, and the damages are covered by insurance, Lessor agrees, as soon as reasonably possible after the occurrence of such Partial Damage, to repair or rebuild the improvements so that they shall be, after repair, in substantially the same condition as they existed immediately prior to such Partial Damage, but it shall not be obligated to expend more than the amount of insurance proceeds. Such repairs shall be done in a good and workmanlike manner and at the sole expense of Lessor. If the Partial Damage to the Convention Center, improvements, or any property or buildings located near or on the Leased Premises, Convention Center, or improvements, causes a material interference to Lessee's business, or Lessor does not start or complete the repairs and/or improvements in a timely, competent manner, or pursuant to the repair plans, the rental hereunder shall be abated or equitably adjusted.

6.6 Total Destruction. If at any time during the Term of this Lease the Convention Center and improvements shall be totally destroyed or damaged by fire or other casualty to the extent that the same are untenable for use by Lessee, in the manner that the same were being used immediately prior to such total destruction ("Total Destruction"), then subject to subsection (b) below, Lessor may elect to either repair and rebuild the then-existing improvements to a condition substantially similar to the improvements immediately prior to such destruction or damage, or to elect not to rebuild and to terminate this Lease. The notice of election by Lessor shall be given in writing to Lessee within thirty (30) days after the date of the Total Destruction, and if no notice shall be given by Lessor within said time period, Lessee may terminate this Lease, be released from this Lease, and held harmless from any and all liability thereafter accruing hereunder. If Lessor elects to rebuild, construction shall be commenced as soon as reasonably possible, shall be performed in a good and workmanlike manner and shall be completed with due diligence. Commencing with the date of Total Destruction and continuing until either the termination of this Lease or the completion of the rebuilding and construction process, the rental due under Article 2 hereof shall be abated. Notwithstanding the above, if Lessor does not start or complete the re-building and/or improvements in a timely, competent manner, or pursuant to the rebuilding plans, Lessee may terminate this Lease with notice to Lessor and held harmless from any and all liability thereafter accruing hereunder.

Article 7
Condemnation: Zoning Changes

7.1 Governmental Action. Action by any public or quasi-public authority (including the State of Colorado, City of Pueblo and/or Lessor) under power of eminent domain or resulting in a change of zoning (referred to in this Lease as "governmental action") relating to the Leased Premises or any part thereof shall give rise to the rights and duties subsequently described in this Article 7.

7.2 Complete Taking. If the entire Convention Center, including the Leased Premises, be taken by governmental action, this Lease shall immediately terminate and expire as of the date of such taking and Lessee thereupon shall be released from any and all liability thereafter accruing hereunder and the award (if any) shall belong to Lessor.

7.3 Partial Taking. If only part of the Convention Center be taken and the part remaining be of such shape or size as to cause a material interference to Lessee's business, determined in Lessee's sole discretion, Lessee has the right to (a) terminate this Lease with the same effect as a complete taking, or (b) opt to continue this Lease in full force and effect as to the said remaining portion, but the rental shall be abated or reduced equitably, or paid by Lessor for the remainder of the Term, and the award (if any) shall belong to Lessor.

Article 8
Default

8.1 Events of Default. This Lease is made upon the express condition that Lessor and Lessee may pursue such remedies to which it is entitled by law in the event of the occurrence of an event of default by the other party as follows:

8.1.1 If Lessee shall refuse or fail to pay Rent when due pursuant to the terms herein, and such default shall continue for thirty (30) days after written notice specifying the default is given to Lessee pursuant to the Notices section herein; or

8.1.2 If either party refuses or fails to perform or breaches any of the material terms, covenants and conditions herein and such failure or breach shall continue and not be cured for a period of thirty (30) days after written notice specifying the default is given to the defaulting pursuant to the Notices section herein.

8.2 Remedies. In the event of an uncured default as set out in Section

8.2.1 If Lessee is in default of Section 8.1.1 above, Lessor shall have the right to either:

- (i) terminate this Lease by giving to Lessee written notice of such termination, in which event Lessor shall be entitled to recover

from Lessee the remaining rental due for the then current Term of the Lease.

- (ii) without resuming possession of the Leased Premises or terminating this Lease, file suit and recover or distrain for such unpaid rents and any proven, unmitigated damages directly resulting therefrom.

8.2.2 If Lessor is in default of Section 8.1 above, then, in addition to any other remedies available to it, (i) Lessee shall have the right to immediately terminate this Lease with written notice to Lessor and (ii) Lessee shall be relieved of its obligations to make any further payments. Lessee's indemnification obligations pursuant to the lease shall survive termination or expiration of the Lease.

8.3 Attorney Fees. In the event any proceeding is instituted to enforce the terms or conditions of this Lease, the prevailing party in such proceeding shall be entitled to recover its attorney fees and costs.

Article 9 Termination of Lease

9.1 Trade Fixtures and Personal Property. All trade fixtures, and personal property installed on the Leased Premises by Lessee or acquired by Lessee at any time during the Term of this Lease shall be and remain the property of Lessee. Upon the termination of this Lease, by expiration of time or otherwise, Lessee shall remove any and all of said trade fixtures, and personal property from the Leased Premises.

9.2 Change in Circumstances. In the event Lessee is unable to perform its duties and take possession of the Leased Premises in the time and manner set forth herein through no fault of its own or Lessor, Parties reserve the right to terminate this Lease with written notice to the other pursuant to the Notices section herein. In the event governmental action precludes or impairs the use of the Leased Premises for the intended purpose as set forth herein or other circumstances beyond the control of either Party, Parties reserve the right to terminate this Lease with written notice to the other pursuant to the Notices section herein, in which case no payments will be due Lessor other than payment of any outstanding rental due as of the date of termination.

Article 10 Covenant of Quiet Possession

10.1 Lessor hereby covenants and agrees that it has good, right and lawful authority to Lease the Leased Premises to Lessee and execute this Lease and that Lessee, its successors and assigns, upon payment of the rent herein reserved and the performance and keeping of all of the other terms, covenants and conditions hereof to be performed and kept by Lessee, shall and may peaceably and quietly hold and enjoy the Leased Premises during the Term hereof.

10.2 Lessor hereby covenants and agrees that it will not do or permit anything to be done to impair the title and zoning of the Property that would restrict or otherwise terminate Lessee's use of the Leased Premises for its contemplated use.

Article 11

General Provisions

11.1 Holding Over. If, after the expiration of the initial Term or any renewal Term of this Lease, Lessee shall remain in possession of the Leased Premises and shall continue to pay rent without written agreement as to possession, Lessee shall be regarded as a tenant from month to month at a monthly rental, payable in advance, equivalent to the monthly rental paid during the last month of the then current term hereof, and subject to all of the terms and conditions hereof except those relating to the then current term of this Lease. Lessee will not be deemed to be a holdover lessee (and holdover rents will not apply) unless Lessor is entitled to possession under the terms of the Lease and Lessee fails to vacate the Leased Premises within 30 days after Lessee receives a written demand for possession from Lessor.

11.2 Benefit. This Lease and the terms, covenants, conditions, provisions and agreements herein contained shall be binding upon and inure to the benefit of Lessor and Lessee and upon and to their respective parents, affiliates, legal representatives, successors and assigns.

11.3 Amendment or Modification. Lessor and Lessee acknowledge and agree that no amendment or modification of this Lease shall be valid and binding unless expressed in writing and executed by both of the Parties hereto in the same manner as the execution of this Lease.

11.4 Compliance with Laws. Lessor agrees to comply with the Act and all other applicable laws, statutes, ordinances, rules, regulations, and other requirements now in force or that may hereafter be in force with its responsibilities herein and conduct of its business as it relates to the Property, Convention Center, improvements and Leased Premises. Lessee agrees to comply with all applicable laws, statutes, ordinances, rules, regulations, and other requirements now in force or that may hereafter be in force relating to the conduct of its business.

11.5 Severability. If any clause or provision of this Lease is illegal, invalid or unenforceable under present or future laws effective during the Term of this Lease, then and in that event, it is the intention of both of the Parties hereto that the remainder of this Lease shall not be affected thereby and it is also the intention of both of the Parties to this Lease that in lieu of each clause or provision of this Lease that is illegal, invalid or unenforceable there be added as a part of this Lease a clause or provision as similar in terms to such illegal, invalid or unenforceable clause or provision as may be possible and may be legal, valid and enforceable.

11.6 Certain Representations, Warranties and Agreements of Lessor.

Lessor represents and warrants to Lessee as follows:

11.6.1 That as of the Commencement Date, the Convention Center, improvements, and the Leased Premises, will be in full compliance with all applicable laws, codes and disability laws including but not limited to the ADA, disability, life, seismic, fire and safety codes, ordinances, statutes, or other laws;

11.6.2 The Property and the Convention Center, improvements, including the Leased Premises, does not have any pre-existing, nor will Lessor bring, or allow any third party to bring or place, contain, hold or store any substance or contaminated materials deemed hazardous under federal, state, or local environmental statutes, ordinances, rules, regulations, or orders ("Hazardous Materials"), other than negligible quantities of such Hazardous Materials as may typically be found in commercial construction or cleaning products used and disposed of in accordance with applicable laws; and (ii) there are and will be no underground storage tanks for petroleum products or Hazardous Materials, active or abandoned;

11.6.3 There are no environmental liens on any of the real property comprising the Property, Convention Center and Leased Premises;

11.6.4 Except for restrictions which may be required for repairs, maintenance or construction, the Leased Premises during the Term hereof shall have unobstructed access to the common areas of the Pueblo Convention Center, which in turn shall have access to public road(s) abutting the Property on which the Convention Center is located; and

11.6.5 The HVAC system, elevators, electrical system, plumbing system, fire prevention system, roofs, foundations and all other structural components of the improvements, Convention Center, including the Leased Premises, parking and common areas, will be and remain in good working order and conditions, are fit for their intended purposes, and will be maintained in good working order and condition by Lessor throughout the Term of this Lease. Accordingly, if Lessee's use of the Leased Premises is unreasonably interfered with as a result of the acts or omissions of Lessor or its agents for three (3) consecutive days after delivery of written notice to Lessor, then rent shall abate for the duration and to the extent of the interference, until Lessee's use is restored.

11.7 Notices. Any notice which may be required to be given hereunder from either of the Parties to the other shall be in writing and shall be deemed to have been sufficiently given for all purposes if delivered in person, by prepaid overnight express mail or reputable overnight courier service, by certified mail or registered mail, postage prepaid, return receipt requested, addressed as follows:

If to Lessor: Pueblo Urban Renewal Authority
115 E. Riverwalk, Suite 410
Pueblo, CO 81003

If to Lessee: Pueblo STEAM Works DBA Southern Colorado Science Center dba
Leonardo da Vinci Museum of North America
c/o Joseph A. Arrigo
80 N. Fabrication Dr.
Pueblo, CO 81007

11.8 Dispute Resolution. Before initiating suit to enforce any provisions of this Lease, the Parties agree to attempt resolution of the dispute in good faith through mediation with a neutral third-party mediator agreed upon by the Parties. Should the Parties be unable to agree upon a neutral third-party mediator within forty-five (45) days of notice of the dispute, either Party may initiate suit. City and Lessee agree that exclusive venue for all actions or causes of action relating to this Lease or the Leased Premises shall be Pueblo County, Colorado. All such actions shall be filed in the District court in and for the County of Pueblo, State of Colorado and Lessor and Lessee submit to the jurisdiction of that Court. To the extent allowed by law, each Party waives its right to a jury trial.

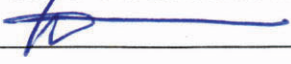
11.9 Tourism Reports. Lessee agrees that throughout the Term of this Lease it will use its reasonable efforts to maximize the use of the Leased Premises to develop tourism opportunities for the City of Pueblo. To the extent possible and reasonable, Lessee agrees to maintain information during the Term of this Lease of the number and cities, states and countries of residence of visitors to the museum. This information shall be reported to Lessor on a regular basis during the Term of this Lease.

11.10 Confidentiality. Except as required by law, Lessor and Lessee agree that the covenants and provisions of this Lease shall not be divulged to anyone not directly involved in the management, administration, ownership, lending against, or subleasing of the Leased Premises, which permitted disclosure shall include, but not be limited to, the Board members, legal counsel and/or accountants of Lessor and Lessee. Neither party shall issue a press release concerning the execution of this Lease without the prior written consent of the other party.

11.11 Lessee Trademarks; Approvals. Lessor covenants that it will make no use of Lessee's name, logos, trademarks and service marks and all other identification, together with related artwork, composite works and derivative works (collectively, "Lessee Trademarks") without the express prior written approval of Lessee that may be withheld for any reason. Lessee Trademarks will remain the property of Lessee. Any and all rights and interests in and to the Lessee Trademarks under trademark or copyright law, as well as all other intellectual property rights and goodwill therein, will inure to the benefit of and be the exclusive property of Lessee. Any approved uses by Lessor of Lessee Trademarks under this Lease are non-assignable and nontransferable and will be only for the Term.

[Signature page follows]

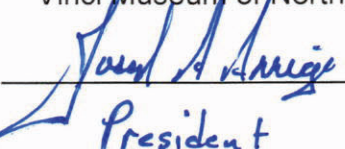
Lessor: Pueblo Urban Renewal Authority

By: 

Its: Chair Eliza Soth Gallegos

Dated: 2-3-25

Lessee: Pueblo STEAM Works d.b.a Southern Colorado Science Center dba Leonardo da Vinci Museum of North America

By: 

Its: President

Date: Feb. 3, 2025

EXHIBIT A

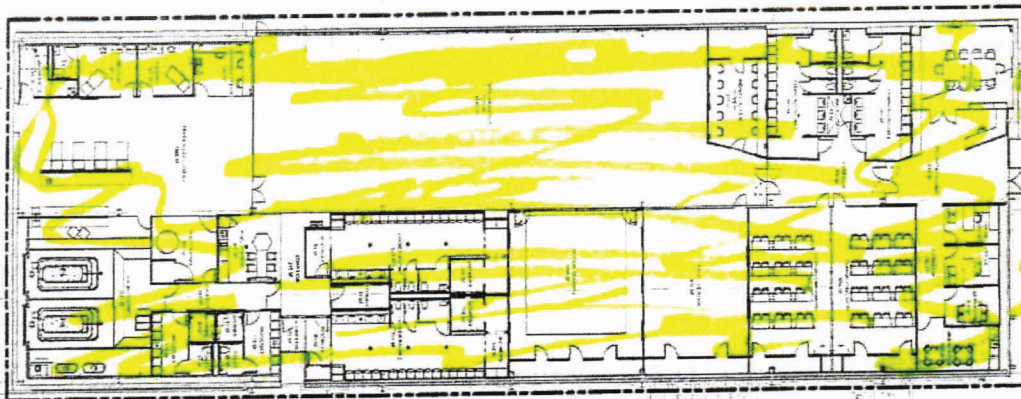
LEGAL DESCRIPTION OF THE PUEBLO CONVENTION CENTER

A POR of Lots 1, 2 and all of Lot 3, Block 1, Pueblo Center Subdivision Filing No. 3, AKA PAR B, Rearrangement of Property Boundary, Reception No, 1152144, Also POR of Vacated Mechanic St ADJ Formerly #05-361-67-006

EXHIBIT B
Leased Premises

EXTENT OF WORK:
TENANT IMPROVEMENT - INFILL ONLY.
BUILDING ENVELOPE EXCLUDED

ROOM	SF
Conference	421 sf
Reception Lobby	501 sf
Corridor	759 sf
Office / Workrooms	663 sf
Lockers and Changing Rooms	2,376 sf
Classrooms	1,316 sf
Front Room	217 sf
Yoga Room	810 sf
Ballroom Training	1,600 sf
Open Workout Space	4,465 sf
Hydrotherapy Pool	1,042 sf
Leisure Deck and Picnic at Rooms	1,810 sf
TOTAL	35,433 sf



EXTENT OF WORK:
TENANT IMPROVEMENT - INFILL ONLY.
BUILDING ENVELOPE EXCLUDED

BUILD-OUT SCOPE PLAN | 1



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: David Wyatt, Assistant City Attorney

SUBJECT: AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MARINE TOYS FOR TOTS FOUNDATION, A VIRGINA NONSTOCK CORPORATION FOR THE PROPERTY LOCATED AT 317 NORTH MAIN STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to execute a lease between the City of Pueblo ("City"), a Colorado Municipal Corporation and Marine Toys for Tots Foundation, a Virginia Nonstock Corporation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Marine Toys for Tots Foundation wishes to lease a 3,200 square-foot portion of the Pope Block Building ("Building") at 317 N. Main Street for one (1) year. Marine Toys for Tots Foundation shall pay its proportional share of the Building's Common Area Maintenance ("CAM") expenses. The CAM expenses cover the following:

- Maintenance and management of the building
- Building utilities
- Repair of the building
- Building property taxes
- Building use taxes not abated through the Pueblo Urban Enterprise Zone
- Building insurance
- Building fire systems

Marine Toys for Tots Foundation and Landlord have the option of cancelling the lease for the Pope Block Building with sixty days (60) prior notice to the other party.

FINANCIAL IMPLICATIONS:

The lease requires Marine Toys for Tots Foundation to pay to the City its proportional share of CAM expenses as determined by the City's Finance Department.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, Marine Toys for Tots Foundation would not lease the space.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Toys for Tots Lease Agreement

ORDINANCE NO. 10907

AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MARINE TOYS FOR TOTS FOUNDATION, A VIRGINA NONSTOCK CORPORATION FOR THE PROPERTY LOCATED AT 317 NORTH MAIN STREET AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The proposed Lease Agreement between the City of Pueblo, a Colorado Municipal Corporation and Marine Toys for Tots Foundation, a Virginia Nonstock Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver the lease in the name of the City and the Acting City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance and the attached Lease which are necessary or desirable to effectuate the transactions described therein.

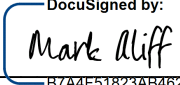
SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 10, 2025.

Final adoption of Ordinance by City Council on February 24, 2025.

DocuSigned by:

B7A4F51823AB462

President of City Council

Action by the Mayor:

☒ Approved on 2/25/2025 | 3:19 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:
lyssa
7C02EBDFFC3D43C...

City Clerk

LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of this ____ day of February ___, 2025, by and between Pueblo, a Colorado municipal corporation ("Landlord") and Marine Toys for Tots Foundation, a Vergina Nonstock Corporation ("Tenant").

ARTICLE 1 BASIC DATA

Each reference in this Lease to any of the terms contained in this Article or otherwise defined in this Lease will be construed to incorporate the definitions or data stated under that term, defined as follows:

1.1. Building: 317 North Main Street, Pueblo, CO 81003

1.2. Leased premises: Rentable square feet approximately 3,200 sq. ft. on the first floor and basement of the Pope Block Building ("Leased Premises"), 317 N. Main Pueblo, Co. 81003

1.3. Term: One Year (1).

1.4. Commencement date: February ___, 2025

1.5. Base rent: Rate as defined in ARTICLE 4: RENT AND ADDITIONAL CHARGES.

1.6. Landlord address: Attn: Heather Graham, Mayor
1 City Hall Place, 2nd Floor
Pueblo, CO 81003
Phone: (719) 553-2655

1.7. Tenant address: Marine Toys for Tots Foundation
18251 Quantico Gateway Drive
Triangle, VA 22172
Phone: (703) 640-9433

ARTICLE 2 LEASE OF PREMISES

2.1. Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the premises 3,200 rentable square feet ("RSF") located in the Building (the "Leased Premises") together with all appurtenances.

2.2. Common Areas. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right to use, and permit its invitees to use in common with other tenants of the Building, public lobbies, hallways, stairways, elevators, walkways necessary for access to Leased Premises, loading areas, pedestrian sidewalks and other areas or facilities which are in the Building which are public in nature.

2.3. Repair and Maintenance. Landlord shall repair and maintain the Building and the Building common areas in good operating condition and repair.

2.4. Parking. Tenant shall procure parking in a separate agreement.

2.5. Basement Use and Furnishings.

- a) The Tenant shall lease the first floor, as they are currently, plus adding additional space to the Leased Premises in the basement which shall include: two offices, the basement bathrooms, breakroom, and the west side of the basement for storage.
- b) All stored items must maintain a minimum of 48" aisle space for access to the entire basement and shall not block any of the City's furniture or other items. Any pallets moved in the basement must have adequate floor protection without leaving adhesives or causing impressions in the carpet.
- c) The Tenant shall be responsible for janitorial services and furnishing paper products and cleaning supplies for the bathroom and break area.

2.6. Moving Pallet Jacks. Tenant shall not roll pallet jacks over the carpet unless they lay something down while moving items, in a pre-approved method.

2.7. Access Badges. Landlord to provide Tenant up to 4 badges for building access (Building access ends at 6 pm each night).

2.8. Shared Basement Storage. The Landlord stores furniture in the same basement area as Tenant.

2.9. Trash Service. Should trash service be impacted by Tenant's increased use, Landlord will have the right to reevaluate costs arrangement costs associated with said increase.

ARTICLE 3 TERM

3.1. Commencement Date; Term. This Lease shall have one (1) year term ("Term"). The Lease Term begins (the "Commencement Date") on **February __, 2025**, and terminates on **March 1, 2026** (the "Termination Date").

3.2. Termination Without Cause: Tenant and Landlord may terminate this Lease, as it pertains to all, or any portion of the Leased Premises, for any reason whatsoever, by providing the other Party sixty (60) days prior written notice which shall specify the termination date and the portion of the Leased Premises being vacated.

ARTICLE 4 RENT AND ADDITIONAL CHARGES

4.1. Base Rent. Tenant's base rent for the Term of this Lease shall be as follows: **Not Applicable.**

4.2. Tenant's Obligation to Pay a Pro Rata Portion of the Operating Expenses of the Building. Commencing on the Commencement Date, and on the first day of each month thereafter during the Term of this Lease, as an additional charge, Tenant must pay to Landlord Tenant's estimated pro rata share of the Building's estimated Operating Expenses for the current calendar year, based upon the actual Operating Expenses for the prior calendar year. On or before January 1 of each year during the Term of this Lease, beginning with the Commencement Date, Landlord shall provide Tenant with documentation which demonstrates the Building's actual Operating Expense for the prior calendar year, along with a calculation of the difference between Tenant's estimated pro rata Operating Expense payments for such calendar year and the Tenant's actual pro rata share of the Operating Expense for that calendar year. In the event of an underpayment, Tenant shall pay the difference to Landlord. In the event of an overpayment, Landlord may refund the overpayment to Tenant or apply it to the Tenant's future pro rata share of the Building's estimated Operating Expenses. Notwithstanding the foregoing, if Landlord does not supply said documentation within one hundred eighty (180) days after the end of each calendar year, Landlord shall have forfeited its opportunity to seek reimbursement from Tenant for any underpayment such documentation subsequently reveals, however such limitation does not act to waive Landlord's duty to supply Tenant with said documentation within a reasonable time thereafter. In addition, Tenant shall have the right, at its own cost to audit Landlord's records of Operating Expenses within forty-five (45) days of receipt of said documentation and shall recover a reimbursement for any expenses improperly accounted for and included in Operating Expenses.

4.3. Operating expenses: NNN Expenses will cover the Tenant's pro rata share of the following items:

- Maintenance and Management of the Building
- Building Utilities
- Repair of Building
- Building Property Taxes
- Building use taxes
- Building Insurance
- Building Fire Systems

4.4. Operating expenses formula: Tenant shall pay its pro-rata share of the Operating Expenses for the Building according to the following formula: square footage leased by the Tenant divided by 101,992 square feet (net rentable space in the Building) times total Operating Expenses.

4.5. Tenant's Tax Obligations. Tenant shall be solely responsible for the payment of its own tax obligations and agrees that said obligations shall not be paid as part of the Building's Operating Expenses. Tenant's own tax obligations include, but are not limited to, sales and use taxes, personal property taxes and possessory interest real property taxes.

ARTICLE 5 USE

5.1. Use. Tenant may use the Leased Premises for general administrative office purposes and storage of presents and accessories. The Leased Premises consists of a working area on the first floor and two offices, bathrooms, break room, and an isle for storage in the basement of the Building. Tenant is responsible for all cleaning and toiletry supplies at its own expense. Pallets used to move the presents and accessories must have mats placed on the floors to prevent marks and damage to the floors. All the isles shall be clear and free of objects to allow ample access to all parts of the basement. Any change of use by the Tenant shall require the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

5.2. Compliance with Laws. During the Term of this Lease, Tenant shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Leased Premises or the Building regarding Tenant's use of the Premises, provided that Tenant shall not be required to make modifications or alterations to the Building.

ARTICLE 6 ALTERATIONS AND SIGNS

6.1. Tenant's Alterations. Alterations, installations, improvements, additions or other physical changes to the Leases Premises shall not be made by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

6.2. Signage. The size, location, color and design of any sign placed by the Tenant on the Leased Premises or Building, shall be subject to the Landlord's prior written approval, not to be unreasonably withheld.

6.3. Liens. Tenant must keep the Leased Premises and this Lease free from any mechanic's, material man's, or similar liens or encumbrances, and any claims therefore for labor or materials furnished Tenant. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the Landlord will be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.

6.4. Surrender. On the Termination Date of this Lease, Tenant shall quit and surrender the Leased Premises in substantially the same condition as they were on the Commencement Date, reasonable wear and tear excepted. Tenant may remove, but shall not be required to remove, any fixtures, alterations or improvements made to the Leased Premises, provided that Tenant repairs any damage caused by such removal. Any items of personal property not removed by Tenant on the Termination Date of this Lease may be retained or disposed of by Landlord, at Tenant's expense.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

7.1. Landlord's Indemnity. Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Landlord or its agents or employees, arising out of Landlord's operations or Landlord's use or occupancy of the Building.

7.2. Tenant's Indemnity. Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring in the Building, if caused by an act or omission by Tenant or its agents or employees, arising out of Tenant's operations or Tenant's use or occupancy of the Building.

7.3. Landlord's Insurance. Landlord is self-insured.

7.4. Liability Insurance. During the Term of this Lease, Landlord must maintain insurance covering Landlord's liability for ownership, maintenance and use of the Building, including the Common Areas. Such insurance must provide limits of not less than \$5 million with respect to injury to any one person, \$5 million with respect to any one occurrence and \$500,000 with respect to property damage arising out of any one occurrence.

7.4. Property Insurance. Landlord must maintain "all-risk" property insurance covering the Building against loss or damage resulting from fire or other insurable loss.

7.5. Liability Insurance. During the Term, Tenant must maintain insurance covering Tenant's liability for occupation and use of the Leased Premises and the Building, including the Common Areas. Such insurance must provide limits of not less than \$1 million with respect to injury to any one person, \$1 million with respect to any one occurrence and \$250,000 with respect to property damage arising out of any one occurrence. Tenant shall list the Landlord as additional insured on their liability insurance policy.

7.6. Worker's Compensation Insurance. Tenant shall maintain and keep in force an all employees compensation insurance policy as required under the laws of the State of Colorado.

7.7. Insurance Requirements. All insurance required to be carried by the parties hereunder shall be issued by responsible insurance companies qualified to do business in the State of Colorado. The parties further agree to provide each other with copies of certificates of insurance for all policies required as well as annual proof of payment of premiums.

7.8. Waiver of Subrogation. The parties to this Lease hereby release each other and their respective officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person or the Building or to personal property or improvements which are caused by or result from any risk insured against under insurance policies carried or required to be carried by the parties and in force at the time of any

such loss, to the extent such loss is covered by such parties' policies. The parties shall each obtain from their respective insurers waivers of all rights of subrogation, which the insurer of one party might have against the other party and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

ARTICLE 8 ASSIGNMENT

8.1. Internal Assignments. Tenant must obtain Landlord's consent to assign this Lease or the Leased Premises (or any part thereof). Any assignment without Landlord's written consent is void.

ARTICLE 9 CASUALTY AND RESTORATION

9.1. Restoration. Upon any damage due to fire or other casualty, if such casualty results in damage to more than 5% of the gross leasable area of the Building, Landlord may, in its sole discretion, upon thirty (30) days written notice to Tenant after such casualty, terminate this Lease. Landlord may also, in its sole discretion, undertake restoration of the Building and complete such restoration, with due diligence, after such casualty. If there is damage to the Premises or Building such that Tenant will not be able to reasonably use the Premises for ninety (90) days, then Tenant shall have the right to terminate this Lease by delivery of written notice to Landlord.

9.2. Equitable Adjustment. Upon any damage due to fire or other casualty, whether or not Landlord decides to undertake restoration of the Building, the parties agree that the Tenant's obligation to pay a pro rata portion of the Operating Expenses of the Building shall be equitably abated and apportioned from the date of such casualty until such repairs are completed or until Tenant vacates the Leased Premises.

ARTICLE 10 DEFAULT AND REMEDIES

10.1. Tenant's Default. If Tenant (a) fails to make payment of any costs expended for the benefit of Tenant or costs of Tenants use of the Leased Promeses for more than 10 days after Tenant receives notice of such failure from Landlord; or (b) fails to perform or observe any other agreement or condition contained in this Lease, and such failure is not corrected within thirty (30) days after Tenant receives notice from Landlord of such failure, then, in addition to all other remedies available at law or in equity, Landlord has the right to terminate this Lease and recover possession of the Leased Premises in the manner prescribed by law.

10.2. Landlord's Default. If Landlord fails to perform or observe any agreement or condition contained herein, and such failure is not corrected within thirty (30) days after Landlord receives notice from Tenant of such failure, then, in addition to all other remedies available at law or in equity, Tenant has the right to terminate this Lease.

10.3. Disputes. In the event of an unresolved dispute between Landlord and Tenant regarding the performance by either party of an obligation or condition of this Lease, as a condition precedent to the filing of litigation, authorized representatives of Landlord and Tenant will use good faith and commercially reasonable efforts to resolve such disputes.

ARTICLE 11 GENERAL PROVISIONS

11.1. Notices. Notices, consents, and demands required or permitted to be given hereunder must be in writing and be effective when received or refused, whether by hand delivery, nationally recognized overnight courier (with evidence of receipt or refusal), or U.S. Mail (return receipt requested), to the parties' respective Address stated in Article 1 of this Lease, or to such other address as the parties designate by written notice to each other, and each party may identify additional parties to receive copies of same.

11.2. Holding Over. Should Tenant hold over in possession of the Leased Premises after the expiration of the Term, as extended, such holding over shall not be deemed to extend the Term or renew this Lease, but this Lease will continue as a tenancy from month to month upon the terms and conditions stated herein.

11.3. Waiver/Remedies. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred will not be deemed as a waiver or relinquishment for the future of any such provision or option. Except as expressly provided otherwise herein, all rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all of the others.

11.4. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each such provision will be valid and will be enforced to the fullest extent permitted by law.

11.5. Attorneys' Fees. In the case of any litigation among the parties under this Lease, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

11.6. Entire Agreement. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises, and may not be modified except by written instrument signed by the party to be bound thereby.

11.7. Venue and Waiver of Trial by Jury. In the event of any litigation arising under this Lease, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court and each party submits to the jurisdiction of such

District Court. Landlord and Tenant hereby waive trial by jury in any action, proceeding, or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Premises, and/or any claim of injury or damage.

11.8. Relationship of the Parties. Neither Party shall be, or hold itself out as, agent of the other or as joint ventures or partners under this Lease.

11.9. Drafting of Agreement. Each Party acknowledges that this Lease was fully negotiated by the Parties and, therefore, no provision of this Lease shall be interpreted against any Party because such Party or its legal representative drafted such provision.

11.10. No Third Party Beneficiaries. The provisions of this Lease are for the exclusive benefit of the Parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of this Lease.

11.11. Counterparts. This Lease may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

11.12. Survival. Whether or not specifically noted within any section or provision of this Lease, any provision of this Lease which must survive termination of this Lease in order to be effective will so survive such termination.

IN WITNESS WHEREOF, this Lease is executed and delivered as of the date first above written.

TENANT:

Signature

Date

LANDLORD:
CITY OF PUEBLO

Heather Graham, Mayor

[S E A L]

Attest: _____
City Clerk

Approved as to Form

Crala Sikes, City Attorney



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, City Attorney

SUBJECT: AN ORDINANCE REFERRING A QUESTION TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025 AND FIXING THE BALLOT TITLE THEREFOR

SUMMARY:

Attached is a proposed Ordinance referring a question to the eligible electors of the City of Pueblo to opt out of the Black Hills Electric franchise agreement and pursue the purchase of the generation, transmission, and distribution assets of Black Hills Electric, if feasible.

PREVIOUS COUNCIL ACTION:

In 2010, Council referred to the voters of the City, Ordinance No. 8186, which granted an electric utility franchise to Black Hills. The Black Hills franchise was approved by the voters in a Special Franchise Election held August 10, 2010.

On July 22, 2024, Council approved Resolution No. 15700 opposing the requested rate increase for delivery of electricity for which Black Hills Electric of Colorado submitted to the Public Utilities Commission for approval.

On September 23, 2024, Council approved Resolution 15776 establishing project Account CI2450 – Feasibility City Electric Utility, transferred budgeted and appropriated funds in the amount to \$35,525.16 from Project Account CI 2012 – Energy Advocacy Project to Project Account CI2450 – Feasibility City Electric Utility and transferred funds in the amount of \$150,000 from Public Works Contract Services to Project CI2450 – Feasibility City Electric Utility.

On December 23, 2024, Council approved Resolution No. 15867 retaining GDS Associates, Inc. to perform a comprehensive energy strategy study.

BACKGROUND:

The City of Pueblo has a franchise agreement with Black Hills Electric which expires in August 2030. Every five years for the term of the franchise agreement, the City may choose to terminate the agreement and establish its own utility. City Council is considering termination of its franchise agreement with Black Hills in August 2025 because Black Hills is seeking a significant rate increase from the Public Utilities Commission.

On June 14, 2024, Black Hills filed a rate review petition with the Public Utilities Commission seeking authorization to increase its rates by fourteen percent (14%). Pueblo and the rest of Black Hills' service area pay some of the highest electrical rates in the state. The City believes municipalization will freeze or reduce electrical rates for the community.

On December 23, 2024, City Council approved the retention of GDS Associates, Inc. to perform a comprehensive energy strategy study. The study was requested for the purpose of providing information to the City as to the feasibility of acquiring Black Hills' generation, distribution, and transmission assets and forming a municipal utility.

The City of Pueblo, as a home rule city, has the constitutional right to use the power of eminent domain to create and operate a municipal electric utility. The Colorado Constitution expressly grants home rule cities the power "within or without [their] territorial limits to . . . condemn and . . . operate . . . public utilities . . . and everything required therefore." Colo. Const. Art. XX Sec. 1 and 6. This Ordinance will allow the City to seek voters' approval in May to terminate the franchise agreement, acquire Black Hills' assets, and municipalize, if Council deems such action feasible.

FINANCIAL IMPLICATIONS:

The City will incur the cost of a Special Municipal Election on May 6, 2025, to be conducted as a mail ballot coordinated election by the County Clerk. The costs of the election are currently unknown, but costs will be shared with the Pueblo West Metropolitan District and perhaps other special districts also holding elections on May 6, 2025.

BOARD/COMMISSION RECOMMENDATION:

On November 21, 2019, the EUC recommended, by a unanimous vote, that the City create a municipal electric utility and purchase or condemn Black Hills electric facilities located in the City and Pueblo County.

STAKEHOLDER PROCESS:

Members of the public are the primary stakeholders affected by the proposed Ordinance. The issue of canceling the franchise agreement with Black Hills Electric and creating a municipal electric utility has been discussed at various public City Council meetings and work sessions for many years.

ALTERNATIVES:

If this Ordinance is not approved, the voters of the City of Pueblo will not be given the opportunity to vote on the creation of a municipal electric utility.

RECOMMENDATION:

This Ordinance must be adopted in order to refer the ballot measure to the voters.

ATTACHMENTS:

None

ORDINANCE NO. 10908

AN ORDINANCE REFERRING A QUESTION TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON MAY 6, 2025 AND FIXING THE BALLOT TITLE THEREFOR

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

There is hereby submitted to a vote of the registered electors of the City of Pueblo at the Special Municipal Election to be held on May 6, 2025 a question whether the City should terminate the Franchise Agreement with the Black Hills/Colorado Electric Utility Company, LP ("Black Hills Electric") and whether the City should purchase any electric distribution, transmission, and generation systems if determined to be feasible. The ballot question (submission, clause and title) therefore shall be as follows:

QUESTION NO. 2A - **Cancelation of Black Hills Electric Franchise**

SHOULD THE CITY OF PUEBLO CANCEL ITS FRANCHISE AGREEMENT WITH BLACK HILLS ELECTRIC AND ACQUIRE THE GENERATION, TRANSMISSION, AND DISTRIBUTION ASSETS OF BLACK HILLS ELECTRIC, IF DETERMINED FEASIBLE?

_____ For the measure
_____ Against the measure

SECTION 2.

If any section, provision, paragraph, clause or phrase of this Ordinance is held or decided to be unconstitutional, invalid or unenforceable for any reason, such decision shall not affect the constitutionality, validity or enforceability of the remaining portions of this Ordinance.

SECTION 3.

All other ordinances or portions thereof inconsistent or conflicting with this Ordinance or any portion hereof are hereby repealed to the extent of such inconsistency or conflict.

SECTION 4.

The officers and staff of the City are authorized and directed to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 10, 2025.

Final adoption of Ordinance by City Council on February 24, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 2/25/2025 | 3:19 PM MST

☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:

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City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO RELATED TO THE MEDAL OF HONOR SUBDIVISION AND AUTHORIZING AN EXTENDED PERIOD FOR DEFERRED FILINGS

SUMMARY:

This Ordinance will amend Ordinance No. 10523 which approved the plat of the Medal of Honor Subdivision and approve a Subdivision Improvement Agreement (SIA) between the City of Pueblo and Pueblo County.

PREVIOUS COUNCIL ACTION:

City Council passed Ordinance No. 10523 on August 14, 2023, which was subsequently signed by the Mayor on August 17, 2023, approving the Medal of Honor Subdivision.

BACKGROUND:

Pueblo County is constructing a new detention center and major arterial roadway within the Medal of Honor Subdivision on the City's west side. The roadway improvements are considered public improvements which, according to Chapter 4, Title XII of the Pueblo Municipal Code, must generally be constructed within 180 days of Pueblo County obtaining a building permit for the new detention facility or the County would be otherwise required to place funds on deposit with the City or provide other security to ensure their completion. The scope and scale of the roadway and detention center projects are such that additional time is necessary to complete the required public improvements. Both projects have been progressing smoothly to date and City staff is supportive of the County's request if Council and the Mayor were to approve an Ordinance to extend the public improvements completion deadline until the earlier of (a) December 31, 2025, or (b) prior to issuance of a Certificate of Occupancy without requiring the County to provide

an additional deposit or other security.

In addition, this Ordinance approves a Subdivision Improvement Agreement which outlines the subdivider's responsibilities for constructing required public improvements associated with the Medal of Honor Subdivision. The agreement follows the City's standard SIA template except that it extends the timeline for installation of those improvements before the subdivider is required to provide a deposit as previously discussed.

The Ordinance also amends Section 5 of Ordinance No. 10523 which updates the deadline for submitting deferred filings for the Medal of Honor Subdivision to accommodate the execution of the Subdivision Improvements Agreement and extends the deadline for completion of required public improvements.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to pass this Ordinance will prevent the City and County from executing the Subdivision Improvements Agreement and preclude the extension of the aforementioned public improvements completion and deferred filings deadlines.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SUBDIVISION IMPROVEMENT AGREEMENT - MOH Subdivision
2. SIA Exhibit A
3. SIA Exhibit B

ORDINANCE NO. 10909

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A SUBDIVISION IMPROVEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO RELATED TO THE MEDAL OF HONOR SUBDIVISION AND AUTHORIZING AN EXTENDED PERIOD FOR DEFERRED FILINGS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The period for deferred filings pursuant to §12-4-5(b)(2), P.M.C., is extended through December 31, 2025.

SECTION 2.

The Subdivision Improvement Agreement ("SIA") between the City of Pueblo, a Colorado Municipal Corporation and Pueblo County, a political subdivision of the State of Colorado, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the SIA in the name of the City of Pueblo, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described herein.

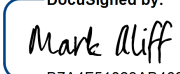
SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 10, 2025.

Final adoption of Ordinance by City Council on February 24, 2025.

DocuSigned by:

B7A4F51823AB462

President of City Council

Action by the Mayor:

☒ Approved on 2/25/2025 | 3:22 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST
DocuSigned by:
msj
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City Clerk

SUBDIVISION IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made on _____, 2025, between the CITY OF PUEBLO, a Municipal Corporation (“City”), and Pueblo County, a body corporate and Political Subdivision of the State of Colorado (“Subdivider”).

RECITALS

WHEREAS, Subdivider has subdivided or is about to subdivide a certain tract of land located in the City and legally described in attached Exhibit “A”; and

WHEREAS, the Subdivider, as a condition of approval of the final plat of Medal of Honor Subdivision, recorded in the records of the Pueblo County Clerk and Recorder on December 4, 2023 at Reception No. 2329493 (“Subdivision”), wishes to enter into this Subdivision Improvements Agreement as authorized by Chapter 4, Title XII of the Pueblo Municipal Code; and

WHEREAS, Subdivider is required by Chapter 4, Title XII of the Pueblo Municipal Code to construct and install public improvements described and set forth in Chapter 4, Title XII of the Pueblo Municipal Code and the standards and specifications approved by City Council (“Required Public Improvements”); and

WHEREAS, the Required Public Improvements are generally described in the attached Exhibit “B” and shown on approved construction plans and documents on file in the office of the City’s Director of Public Works (“Plans and Documents”).

WHEREAS, by Chapter 4, Title XII of the Pueblo Municipal Code, Subdivider is obligated to provide security or collateral sufficient in the judgement of the Director of Public Works to make reasonable provisions to construct and complete the Required Public Improvements.

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, the City and Subdivider agree as follows:

1. Subdivider agrees that no later than December 31, 2025, or upon the issuance of a certificate of occupancy for any such building or structure, whichever occurs first, to construct and install at its sole cost all of the Required Public Improvements.
2. In lieu of installing the Required Public Improvements within the time period prescribed in Paragraph 1, Subdivider or any subsequent owner of the land or any portion thereof shall deposit cash or other collateral with the City Director of Finance, or with any bank or trust company licensed in the State of Colorado, subject to an escrow agreement approved by the City Attorney. The holder of such cash or

collateral shall pay all or any portion thereof to the City upon demand after the time to complete all Required Public Improvements by Subdivider or subsequent owner expires. Such deposit or escrow agreement shall be referred to as the “deposit”.

3. The amount of the deposit shall be computed by the City’s Director of Public Works by estimating the total cost of all uncompleted Required Public Improvements within the block at the time application for building permit is made. The amount of the deposit required by this alternative shall not be less than 25% of such estimate plus the cost of extending all required sewer and water lines from nearest existing sewer and water lines to the proposed building site for which a building permit is sought, plus the costs of extending curb, gutter, sidewalk and paving from the edge of the Subdivision or existing improvements of a like nature, whichever is closer to the proposed building site. In any case where the block, as later defined, exceeds one thousand (1000’) feet in length between intersecting streets, the estimate of the City Director of Public Works under this paragraph may be reduced to the total costs of all uncompleted Required Public Improvements in at least one half (1/2) of such block, and the required deposit shall be based upon such decreased estimate. The Subdivider, however, shall provide a turnaround of at least sixty (60’) feet in diameter at the mid-block point and barricade such street so that no through traffic shall be permitted beyond the point to which the estimate of Director of Public Works is based.
4. Within one hundred eighty (180) days after subsequent application for a building permit to construct any building or structure upon any building site within the block, or upon the issuance of a certificate of occupancy for any such building or structure, whichever occurs first, Subdivider shall also deposit an amount not less than the estimate of the Director of Public Works for all Required Public Improvements from existing improvements to the proposed building site, less any previous deposits made under this agreement upon building sites lying between the most recent proposed site and existing improvements.
5. In the event the Subdivider or any subsequent owner of the land fails to complete the Required Public Improvements or to make such deposit within the required time, no additional building permits shall be issued to the Subdivider or the subsequent owner or to any other person to build or construct any building or structure in the Subdivision until such default is remedied. In addition, the City may treat the amount of such deposit as a debt due the City from the Subdivider or subsequent owner, which debt shall be a lien upon all the land in the Subdivision and notice of lien may be filed for record in the office of the County Clerk and Recorder at any time after such default. Action upon such debt may be instituted by the City within six (6) years from the date of filing such lien for record. All remedies provided for in this agreement are cumulative and the use of one shall not prohibit the use of another.
6. Upon paying such deposit, the City Director of Public Works shall release the proposed building site from the terms of the Agreement except the terms of Paragraph 7 below.

7. As a condition of approval of this Subdivision, and to meet the requirements of Chapter 4, Title XII of the Pueblo Municipal Code, Subdivider specifically agrees that no certificate of occupancy shall be issued by the Pueblo Regional Building Department until the Required Public Improvements, or those improvements necessary as determined by the City Director of Public Works, to totally serve specific lot(s) or block(s) for which certificates of occupancy are sought, have been properly designed, engineered, constructed and accepted as meeting the specifications and standards of the City.

The restrictions on issuing certificates of occupancy contained in this Paragraph 7 and the restriction on the issuance of building permits contained in Paragraph 5 shall run with the land and shall extend to and be binding upon the heirs, legal representatives, successors, and assigns of the Subdivider and may be specifically enforced by the City.

8. Acceptance of this Subdivision by the City does not constitute an acceptance of the roads, parks and other public improvements for maintenance by the City. Until such roads, parks, and other public improvements have been installed and meet the requirements, standards, and specifications of the City, its Subdivision ordinances and any applicable Parks Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works, and, if appropriate, the City Director of Parks and Recreation, the maintenance, construction, and all other matters pertaining to or affecting said roads, parks and other public improvements and rights-of-way are the sole responsibility of the Subdivider or any subsequent owner(s) of the land within the Subdivision.
9. The required time to complete all Required Public Improvements by Subdivider within such block shall be one (1) year from the date of application for the first building permit issued within such block. Upon completion and written approval and acceptance of the Required Public Improvements within the required time and the payment of all inspection costs by Subdivider, the Director of Public Works shall cause all obligations of the Subdivider relating to the Required Public Improvements within such block to be released. If such Required Public Improvements are not completed within the required time, the City Director of Public Works may cause the proceeds of all deposits or other collateral or monies in escrow to be used to compete the same. If insufficient monies are available at the end of the required time to complete all Required Public Improvements for the entire length of such block, the Director of Public Works shall cause all collateral or monies in escrow to be reduced to cash and shall deposit the same with the Director of Finance. Such cash shall be used to complete that portion of the Required Public Improvements as the Director of Public Works, in the Director's sole discretion, shall determine. Until all the Required Public Improvements are completed and approved by the Director of Public Works, Subdivider and the subdivided land shall remain liable and responsible for all Required Public Improvements.
10. For purposes of this Agreement, the "block" shall mean both tiers of lots fronting or abutting upon the street which the proposed building or structure shall front, to the

rear property line of such lots, or the center line of the alley, if there is an alley, enclosed at either end by a street which intersects both tiers of lots and shall include the full width of all streets upon which such lots abut.

11. If the Required Public Improvements are for a commercial subdivision and include stormwater drainage facilities, stormwater detention facilities, or maintenance and restoration of adjacent drainage channels, and/or associated improvements and revegetation (the “facilities”), located either within or outside of the Subdivision, Subdivider shall install the facilities in accordance with plans and specifications therefore approved by, and on file with the City, and thereafter, the facilities shall be repaired, replaced and maintained in good working order and condition by the owners of the land within the Subdivision. The City is granted the right (but not the obligation) to inspect, control, repair, replace and maintain the facilities and to recover all costs and expenses therefore including an administrative charge of 15% from the owners of the land within the Subdivision. All such City’s costs and administrative charges shall become a perpetual lien on all the land within the Subdivision upon recording in the office of the Pueblo County Clerk and Recorder a statement of lien setting forth the City’s costs and describing the land signed by the City’s Director of Public Works. Failure of the City to inspect, control, repair, maintain, or replace the facilities shall not subject the City to any liability for such failure.
12. Subdivider agrees to provide the City with a current title insurance commitment at the time of final platting evidencing that fee simple title of all lands in the Subdivision is totally vested with the Subdivider free and clear of all liens and encumbrances. If such land is not free and clear, the holder of such indebtedness or encumbrance shall subordinate its interest or encumbrance to this Agreement and all its terms, conditions, and restrictions.
13. The City or the purchaser of any lot(s) within this Subdivision shall have the authority to bring an action in any Court of competent jurisdiction to compel the enforcement of this Agreement or any amendment hereto. Such authority shall include the right to compel rescission of any sale, conveyance, or transfer of any lot(s) or tract(s) contrary to the provisions of the Ordinances of the City or this Agreement. In the event of any litigation arising out of this Agreement, the Court shall award the prevailing party its costs and expenses, including reasonable expert witness and attorney’s fees. Venue for any such litigation shall be Pueblo County, Colorado.
14. City and Subdivider have attempted by the attached Exhibit “B” and Plans and Documents to describe all Required Public Improvements to be constructed and installed by Subdivider with respect to the Subdivision. However, if the attached Exhibit “B” and Plans and Documents fail to describe or to include, for any reason, any Required Public Improvement described and set forth in Chapter 4, Title XII of the Pueblo Municipal Code and the standards and specifications approved by City Council (“Omitted Public Improvement”), Subdivider shall not be released or discharged from Subdivider’s obligation to construct and install the Omitted Public

Improvement in the time and manner contained in this Agreement and Chapter 4, Title XII of the Pueblo Municipal Code.

In order to determine whether or not there are Omitted Public Improvements, the following shall be applicable:

- (a) If the Required Public Improvements are constructed and installed within ten (10) years from the date hereof, or within a five year extension if granted in writing by the Director of Public Works, then Chapter 4, Title XII of the Pueblo Municipal Code and the standards and specifications approved by the City Council and interpreted as of the date hereof shall control, unless adherence to a more recent standard does not require significant engineering modifications or major revisions to the plans and documents.

For the purposes of this subsection, a major revision is defined as, but not necessarily limited to the relocation or re-alignment of any curb and gutter, sanitary sewer, storm sewer, manholes or storm inlets, or the change of size or type of sewer mains, inlets, curb and gutter or sidewalk.

- (b) If the Required Public Improvements are constructed and installed after ten (10) years from the date hereof, or after a five year extension if granted in writing by the Director of Public Works, then Chapter 4, Title XII of the Pueblo Municipal Code and the standards and specifications approved by the City Council and interpreted as of the date the Required Public Improvements are constructed and installed shall control.
- (c) If Chapter 4 of Title XII and/or the standards and specifications approved by the City Council are modified or amended to conform with the requirements of federal or state law, rules or regulations prior to the construction and installation of the Required Improvements, they shall control as so modified and amended.

- 15. Except for guarantee and obligation to correct defects required by Section 12-4-7(j)(9) of the Pueblo Municipal Code, nothing in this Agreement shall be construed to extend any obligation of the Subdivider beyond the date of written approval and accepted by the Director of Public Works of the Required Public Improvements described in attached Exhibit "B", provided, however that the obligation of the Developer to construct or install any Omitted Public Improvements will cease following two (2) years from the date of acceptance of the Required Public Improvements described in the attached Exhibit "B" by the Director of Public Works.
- 16. All Required Public Improvements shall be constructed and installed in compliance with all applicable standards and specifications approved by City Council.
- 17. The parties agree this Agreement may be periodically amended by mutual consent provided such amendment is in writing and signed by all parties.

18. This Agreement shall extend to and be binding upon the successors and assigns of the City and upon the heirs, successors, assigns and legal representatives of Subdivider, and shall be recorded in the office of the County Clerk and Recorder of Pueblo County, Colorado, and shall constitute an agreement running with the land until released as described above.

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first written above.

CITY OF PUEBLO, A MUNICIPAL
CORPORATION, (CITY)

By _____
Heather Graham, Mayor

ATTEST:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025
by Heather Graham, Mayor. Witness my hand and official seal. My commission expires
_____.

[S E A L]

Notary Public

Approved as to form:

City Attorney

PUEBLO COUNTY, A BODY CORPORATE
AND POLITICAL SUBDIVISION OF THE
STATE OF COLORADO, (SUBDIVIDER)

By _____
Sabina Genesio, County Manager

ATTEST:

[Title]

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2025
by Sabina Genesio, County Manager. Witness my hand and official seal. My commission expires
_____.

[S E A L]

Notary Public

Approved as to form:

County Attorney

Page 514 of 585

**SUBDIVISION IMPROVEMENTS AGREEMENT
EXHIBIT "A"**

SUBDIVISION NAME: Medal of Honor Subdivision

LEGAL DESCRIPTION: A parcel of land located in the North half of the Southeast quarter of Section Twenty-One (21), Township Twenty (20) South, Range Sixty-Five (65) West of the Sixth Principal Meridian (6th P.M.) more particularly described as follows:

Lot 1, and Parcel A and Parcel B as denoted on the plat of Medal of Honor Subdivision recorded on December 4, 2023 at Reception No. 2329493 in the records of the Pueblo County Clerk and Recorder.

Lot 1 is being developed by the Subdivider. In accordance with the express restriction on the plat, Parcels A and B are reserved for future subdivision and development.

**Medal of Honor Boulevard (MOH)
Subdivision Improvements Agreement
Exhibit "B"**

Subdivision Name: Medal of Honor Subdivision
Developer: Pueblo County
Engineer: Wilson & Company and DOH Engineering

Roadway Improvements (MOH, Pueblo Boulevard, Justice Road)

Site Prep and Finishes	\$ 770,400
Grading	\$ 2,516,200
Pavement	\$ 2,889,400
Drainage/Storm Sewer	\$ 3,123,300
Signals	\$ 350,800
Landscaping/Seeding	\$ 350,100
Traffic Control	\$ 887,700

Water and Sewer Line Improvements

Water & Sewer Line	\$ 3,754,800
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Pedestrian Trail Improvements

Trail	\$ 1,001,100
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Street Lighting

Lighting and Wiring	\$ 679,700
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Total Project **\$16,323,500**



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING TWO SIX-FOOT PUBLIC UTILITY EASEMENTS, ONE 10-FOOT DRAINAGE EASEMENT, AND ONE 408 SQUARE FOOT PORTION OF A PUBLIC INGRESS/EGRESS PRIVATE LANE, SANITARY SEWER AND PUBLIC UTILITY EASEMENT GENERALLY LOCATED NORTH OF WEST 24TH STREET AND WEST OF THE UNIMPROVED SAWATCH WAY WITHIN THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

SUMMARY:

The applicant is requesting to vacate two six-foot public utility easements, one 10-foot drainage easement, and one 408 square foot portion of a public ingress/egress private lane, sanitary sewer and public utility easement within the Pikes Peak Park, Filing No. 1 Subdivision. The purpose of the vacations is to accommodate an alignment change in Sawatch Way and Tahosa Lane.

PREVIOUS COUNCIL ACTION:

On April 25, 2022, City Council Ordinance No. 10165 approving the Pikes Peak Park, Filing No. 1 Subdivision.

BACKGROUND:

The easements proposed to be vacated were subdivided in 2022 as part of the first subdivision phase for the Pikes Peak Park mixed-use residential development. According to the application, the purpose of the easement vacations is to accommodate an alignment change in Sawatch Way and Tahosa Lane. There are no objections to the easement vacations from any City departments.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 8, 2024 Regular Meeting, voted 7-0 to recommend approval

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the easements will not be vacated to accommodate an alignment change in Sawatch Way and Tahosa Lane.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. V-24-05 Attachments

ORDINANCE NO. 10910

AN ORDINANCE VACATING TWO SIX-FOOT PUBLIC UTILITY EASEMENTS, ONE 10-FOOT DRAINAGE EASEMENT, AND ONE 408 SQUARE FOOT PORTION OF A PUBLIC INGRESS/EGRESS PRIVATE LANE, SANITARY SEWER AND PUBLIC UTILITY EASEMENT GENERALLY LOCATED NORTH OF WEST 24TH STREET AND WEST OF THE UNIMPROVED SAWATCH WAY WITHIN THE PIKES PEAK PARK, FILING NO. 1 SUBDIVISION

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The following described portion of street right of way:

An Easement vacation for a portion of Pikes Peak Park, Filing No. 1 according to the recorded plat thereof as filed for record at Reception No. 2340508 in the Pueblo County records in Northwest $\frac{1}{4}$ of the Southeast $\frac{1}{4}$ of Section 22, Township 20 South, Range 65 West of the 6th Principal Meridian, in the County of Pueblo and State of Colorado, and being more particularly described as follows:

All of the easements located within the following described boundaries:

Basis of Bearings is the East line of the w $\frac{1}{2}$ of the e $\frac{1}{2}$ of the sw $\frac{1}{4}$ of section 10, township 20 south, range 65 west of the 6th principal meridian to bear n. $01^{\circ}40'27''$ e.

ALL OF THE 10' WIDE DRAINAGE EASEMENT LOCATED IN LOTS 26 AND 27, (THE EASTERLY 5' OF LOT 26 AND THE WESTERLY 5' OF LOT 27), BLOCK 1, PIKES PEAK PARK, FILING NO. 1, ACCORDING TO THE RECORDED PLAT THEREOF, AS FILED FOR RECORD APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDED AT RECEPTION NO. 2340508.

AND

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AND

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AND

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is hereby vacated.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 10, 2025.

Final adoption of Ordinance by City Council on February 24, 2025.

DocuSigned by:
Mark Aliff
B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 2/25/2025 | 3:22 PM MST.

☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

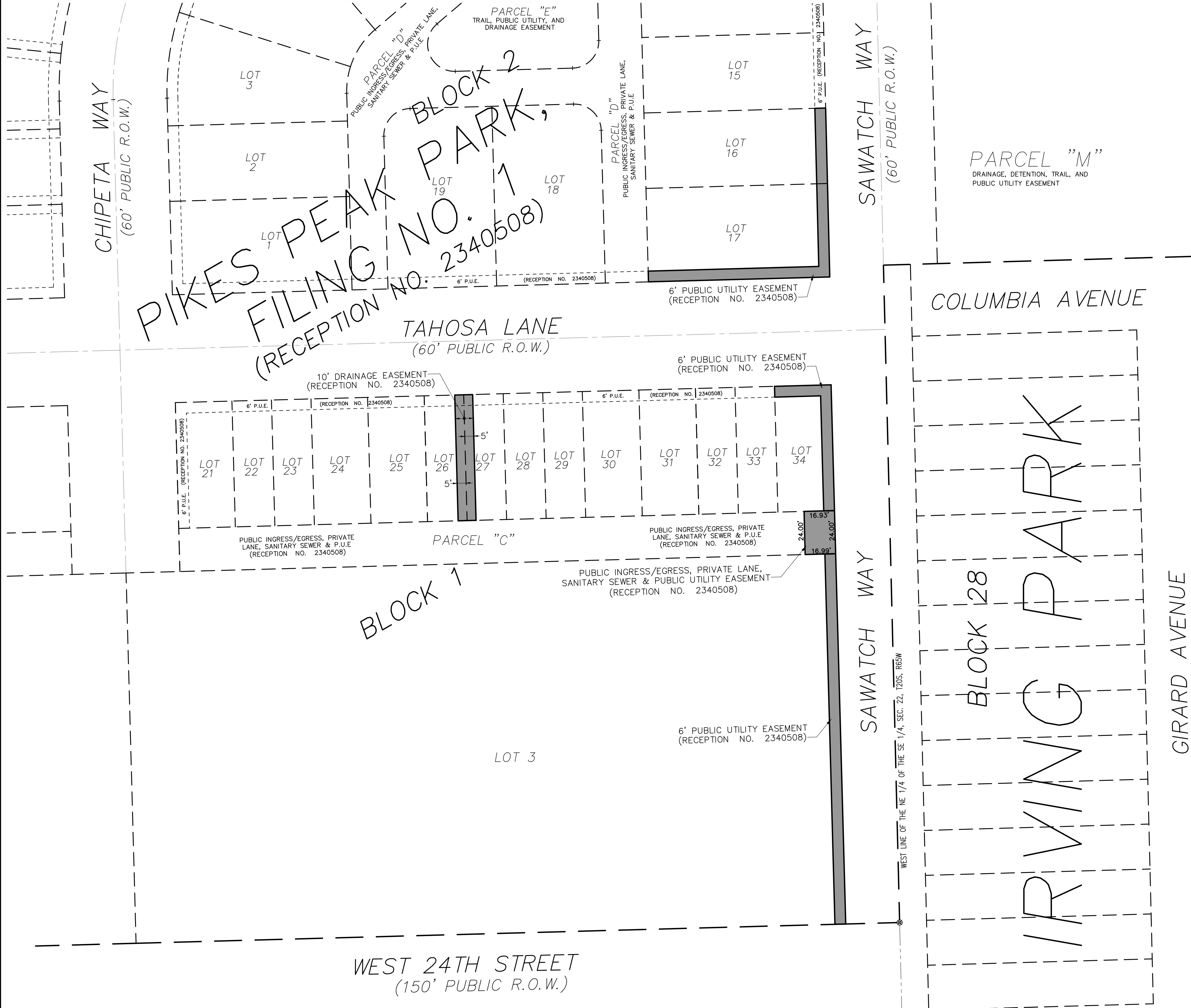
DocuSigned by:

7C02EBDFFC3D43C...

PIKES PEAK PARK, FILING NO. 1

EASEMENT VACATION

A VACATION OF A 10' DRAINAGE EASEMENT LOCATED IN LOTS 26 AND 27, BLOCK 1, PIKES PEAK PARK, FILING NO. 1
A VACATION OF A 6' PUBLIC UTILITY EASEMENT LOCATED IN LOT 34, BLOCK 1, PIKES PEAK PARK, FILING NO. 1
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COUNTY OF PUEBLO, STATE OF COLORADO



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RESERVATIONS:

None

PURPOSE:

RESUBDIVISION

SURVEYOR'S CERTIFICATION

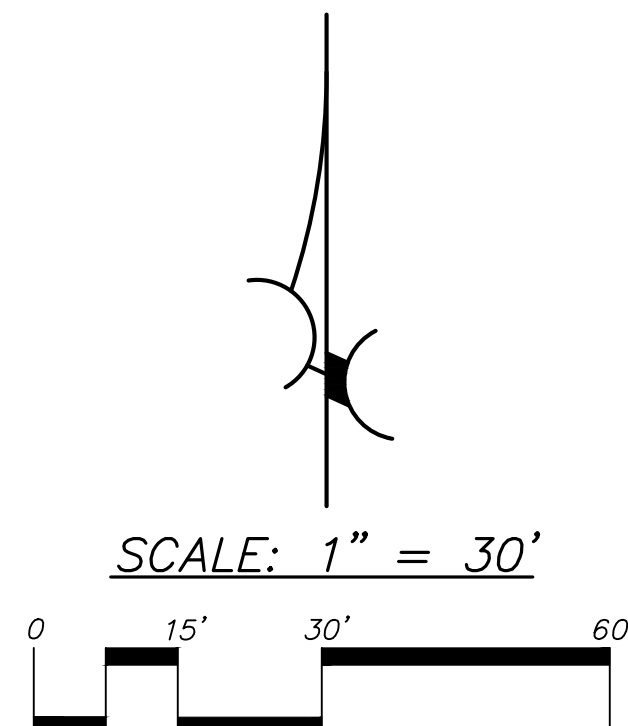
I, MICHAEL L. CUPPY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS EASEMENT VACATION IS NOT BASED UPON ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION, BUT WAS PREPARED USING INFORMATION SHOWN ON THE PLAT OF PIKES PEAK PARK, FILING NO. 1 RECORDED APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER AT RECEPTION NO. 2340508. THE PROPERTY WITHIN THIS EASEMENT MAY OR MAY NOT BE PRESENTLY MONUMENTED. I HAVE NOT CONFIRMED THE PROPERTY PINS ARE ACCURATELY LOCATED.

Prepared By:

Northstar Engineering and Surveying, Inc.
111 E. 5th Street
Pueblo, CO 81003

By:

Michael Leland Cuppy
Professional Land Surveyor
Colorado Registered No. 38485



LEGEND

 = PROPOSED EASEMENT VACATION

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Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.



MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday January 8th, 2025 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:38 PM with Chairman Mike Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Regina Maestri, Christopher Pasternak, Alexandra Aznar, Lisa Bailey, and Cheryl Spinuzzi

Commissioners Absent:

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner

Staff Members Absent: Cindy Capritta, Land Use Tech

Approval of the Agenda: Bailey motioned to approve the agenda as amended, seconded by Maestri.

Motion Passed: 7-0

Public Hearings

1. V-24-05 **Vacation:** Vacation of Public Utility Easements in the Pikes Peak Park, Filing No. 1 Subdivision to facilitate an increased width for Sawatch Way. Generally located north of W. 24th Street and east of Sun Mountain Blvd. Staff report by Beritt Odom.

Hearing: Applicant Mike Cuppy was sworn in and spoke in support of the application. No one spoke in opposition.

Commission Action: Bailey moved to recommend the vacation application be forwarded to City Council for approval, seconded by Aznar.

Motion Passed: 7-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-24-05 Easement Vacation – Pikes Peak Park, Filing No. 1

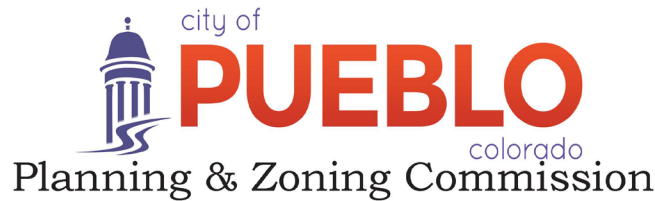
DATE: January 28, 2025

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-24-05

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: January 8, 2025

SUBJECT: Pikes Peak Park, Filing No. 1, Easement Vacation

APPLICANT/OWNER: Tamara Pleshek, Neighborworks Southern Colorado

ENGINEER/SURVEYOR: Drew Brice, NorthStar Engineering

LOCATION: Generally located north of W 24th St. and west of the unimproved Sawatch Way.

CONCURRENT REQUESTS: RPB-24-07, Pikes Peak Park, Filing No. 1, Rearrangement of Property Boundaries

Request:

Vacation of two six-foot Public Utility Easements, one 10-foot Drainage Easement, and one 408 sq. ft. portion of a Public Ingress/Egress Private Lane, Sanitary Sewer and Public Utility Easement within the Pikes Peak Park, Filing No. 1 Subdivision. The purpose of the vacations is to accommodate an alignment change in Sawatch Way and Tahosa Lane.

BACKGROUND AND ANALYSIS:

The easements proposed to be vacated were subdivided in 2022 as part of the first subdivision phase for the Pikes Peak Park mixed-use residential development. According to the application, the purpose of the easement vacations is to accommodate an alignment change in Sawatch Way and Tahosa Lane. There are no objections to the easement vacations from any City departments.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee recommends the Easement Vacation be recommended to City Council for approval.

REFERRAL AGENCIES AND COMMENTS:

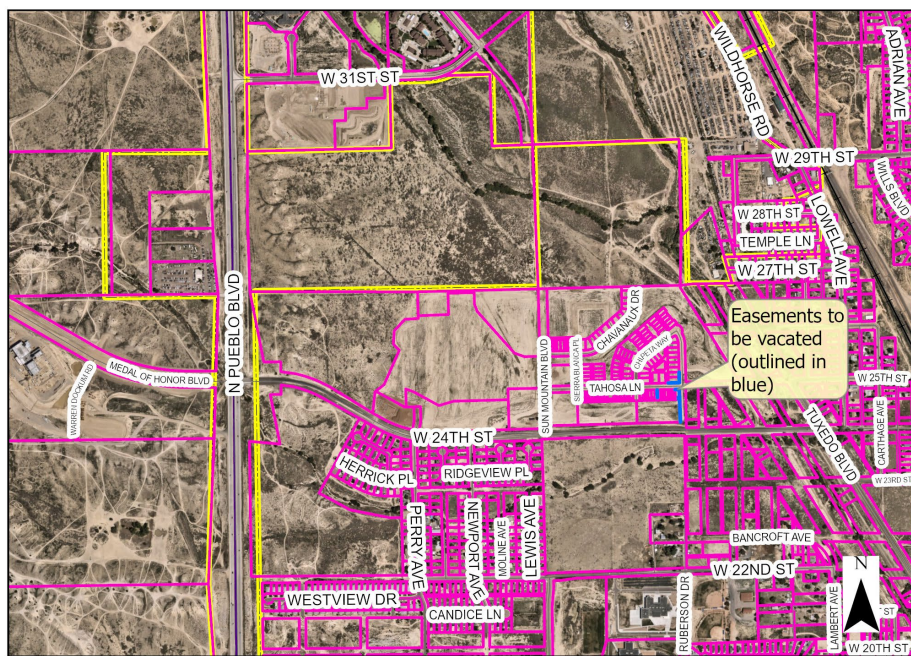
- City Public Works-No comment
- City Transportation-No comment

- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

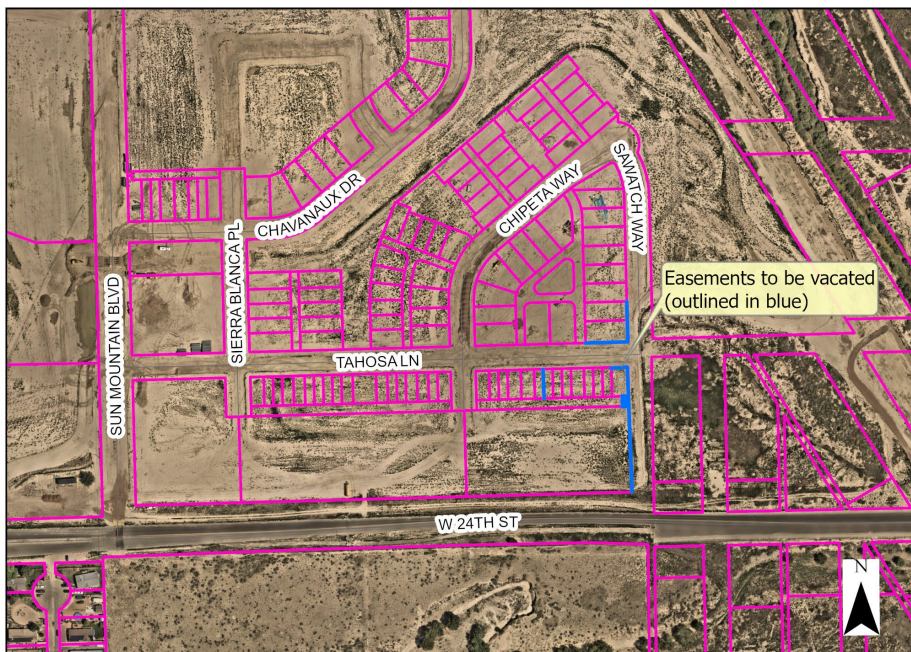
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Site Photographs
- D. SRC Memo, January 2, 2025
- E. Vacation Plat

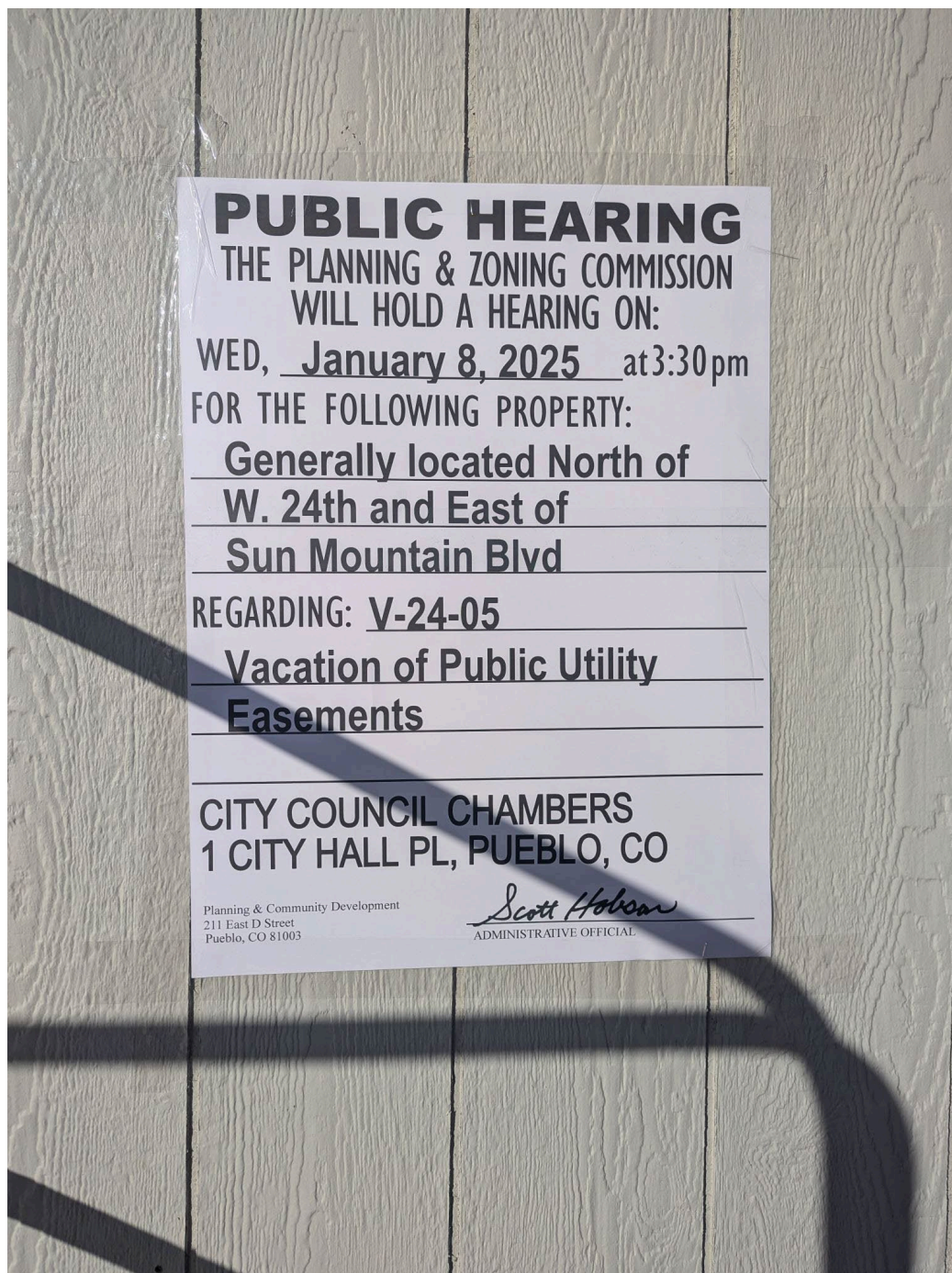
ATTACHMENTS:



A. Aerial Photograph



B. Easements to be vacated



Attachment D. Site Photos-Public Notice



Attachment D. View of the area that contains the easements to be vacated.

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission

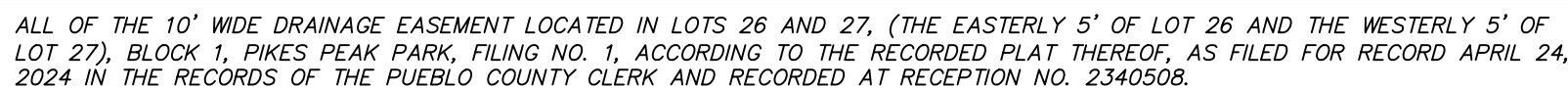
From: Subdivision Review Committee

Date: January 2, 2024

Subject: V-24-05 Pikes Peak Park, Filing No. 1 Easement Vacation

V-24-05 Pikes Peak Park, Filing No. 1 Easement Vacation: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation of **APPROVAL** to City Council.

A VACATION OF A 10' DRAINAGE EASEMENT LOCATED IN LOTS 26 AND 27, BLOCK 1, PIKES PEAK PARK, FILING NO. 1
A VACATION OF A 6' PUBLIC UTILITY EASEMENT LOCATED IN LOT 34, BLOCK 1, PIKES PEAK PARK, FILING NO. 1
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COUNTY OF PUEBLO, STATE OF COLORADO



AND

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RESERVATIONS:

None

PURPOSE:

RESUBDIVISION

SURVEYOR'S CERTIFICATION

I, MICHAEL L. CUPPY, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, HEREBY CERTIFY THAT THIS EASEMENT VACATION IS NOT BASED UPON ACTUAL FIELD SURVEY CONDUCTED UNDER MY DIRECT SUPERVISION, BUT WAS PREPARED USING INFORMATION SHOWN ON THE PLAT OF PIKES PEAK PARK, FILING NO. 1 RECORDED APRIL 24, 2024 IN THE RECORDS OF THE PUEBLO COUNTY CLERK AND RECORDER AT RECEPTION NO. 2340508. THE PROPERTY WITHIN THIS EASEMENT MAY OR MAY NOT BE PRESENTLY MONUMENTED. I HAVE NOT CONFIRMED THE PROPERTY PINS ARE ACCURATELY LOCATED.

Prepared By:

Northstar Engineering and Surveying, Inc
111 E. 5th Street
Pueblo, CO 81003

By: Michael Leland Cuppy
Professional Land Surveyor
Colorado Registered No. 38485

LEGEND

= PROPOSED EASEMENT VACATION

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**B
Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.**



December 24, 2024

The City Planning and Zoning Commission will hold a public hearing on requests from **NeighborWorks Southern Colorado** for the approval of the following application located within the Pikes Peak Park, Filing No. 1 Subdivision.

V-24-05 Vacation: Vacation of Public Utility Easements to facilitate an increased width for Sawatch Way.

The Planning and Zoning Commission meeting will be held on January 8, 2025, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO. To view the meeting by Zoom:

<https://www.zoomgov.com/j/1603832441?pwd=oYGaUDZZfhYtMgcqpA7X0p2SJjWy3h.1>
Meeting ID: 160 383 2441, Passcode: 911780, Telephone: 1 669 254 5252 US (San Jose). You are welcome to attend this public hearing, in person, to express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By Beritt Odom, Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER V-24-05

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on Peak Park Easement Vacation to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

12-19-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by Carol Martinez

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Pikes Peak Park Easement Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12-19-24 Photo uploaded 11-23-24

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Photo taken by planner

Owner	OwnerStree	OwnerCity	Own	OwnerZip
PINELLE JAMES P/PINELLE SHIRLEY A/P	2205 CLIFF LOMBARD	PUEBLO	CO	81003-3877
DIGES BRUCE G JR / DIGES AUTUMN HAY	2253 ST JAMES DR	COLORADO SPR	CO	80910-4516
REGALADO PATRICK	3408 MIRAMAR DR	PUEBLO	CO	81005-2220



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 26-ACRES LOCATED SOUTH OF DILLON DRIVE, WEST OF OUTLOOK BOULEVARD AND NORTH OF WILLS BOULEVARD FROM A-1, AGRICULTURAL ONE ZONE DISTRICT TO R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone approximately 26-acres located south of Dillon Drive, west of Outlook Boulevard and north of Wills Boulevard from A-1, Agricultural One Zone District to R-2, Single-Family Residential Zone District for the purpose of residential development.

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to subdivide 26-acres (S-23-07) into single-family residential lots, a drainage detention parcel, and a parcel for sports and other athletic amenities.

BACKGROUND:

This rezone site is comprised of five existing parcels totaling just under 26-acres of undeveloped land. The property was annexed into the city and zoned A-1, Agricultural One district as was allowed by the Annexation Agreement. The approved 2003 Outlook West Master Plan designates the subject property for transitional urban residential mixed uses so a rezoning into a residential district is necessary and appropriate to facilitate development in the area. The land north of the proposed rezone area is occupied by North Point Estates, a developing mobile home residential park with about 60 current occupants and existing roadway infrastructure that can facilitate future occupants. To the west is the Sawyer Ridge subdivision, which consists of a combination of R-2 and R-2U zone districts. The Sawyer Ridge area consists of a few dozen existing single-family homes on individual lots, as well as some existing infrastructure for future development. The Pueblo Crossing shopping center is located to the near east of the proposed

subdivision and offers a variety of retail establishments and restaurants that can serve the residential area. Overall, the proposed Andiamo rezoning and subdivision fits the characteristics of the surrounding neighborhood. The proposed rezoning aligns with the 2022 Comprehensive Plan, which designates this area as suburban neighborhood. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre. The proposed R-2 zone district requires minimum lot widths of 50 feet and minimum lot areas of 5,000 square feet, which complies with the intent of the Suburban Neighborhood land use designation.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 13, 2024, Regular Meeting, voted 5-0 to recommend approval, Commissioners Aznar and Castellucci absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the current zoning would remain.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Z-23-10 Attachments

ORDINANCE NO. 10911

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE APPROXIMATELY 26-ACRES LOCATED SOUTH OF DILLON DRIVE, WEST OF OUTLOOK BOULEVARD AND NORTH OF WILLS BOULEVARD FROM A-1, AGRICULTURAL ONE ZONE DISTRICT TO R-2, SINGLE-FAMILY RESIDENTIAL ZONE DISTRICT

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from A-1, Agricultural One Zone District to R-2, Single-Family Residential Zone District:

A parcel of land located within a portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1 and the SE $\frac{1}{4}$ of Section 2 and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11 and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian. City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows.

COMMENCING at the intersection of the westerly right of way line of Outlook Boulevard and the southerly right of way line of Dillon Drive; thence along the arc of a curve to the right whose center bears N 14°59'41"W (bearing based on the line between NGS control monument JK0064 monumented with a brass cap in concrete stamped "B4 1925" and NGS control monument JK 1355 monumented with a brass cap in concrete stamped "973 1983 USC" to bear N 45°07'02"W) and having a central angle of 15°56'21" and a radius of 1100.00 feet a distance of 306.01 feet to the TRUE POINT OF BEGINNING; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 159.12 feet; thence S43°02'50"W, a distance of 56.67 feet; thence along the arc of a non-tangent curve to the right whose center bears S 43°02'50"W and having a central angle of 29°30'57" and a radius of 380.00 feet, a distance of 195.76 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 516.94 feet; thence N 72°33'47"E, a distance of 300.00 feet to a point on the said westerly right of way line of Outlook Boulevard; thence S 17°26'13"E along the said westerly right of way line of Outlook Boulevard, a distance of 80.00 feet; thence S 72°33'47"W, a distance of 300.00 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 20.00 feet; thence along the arc of a curve to the right having a central angle of 34°29'07" and a radius of 230.00 feet a distance of 138.43 feet; thence S 72°57'06"E, a distance of 25.00 feet; thence N 72°33'47"E, a distance of 19.81 feet; thence southerly and parallel to the said westerly right of way line of Outlook Boulevard the following three (3) courses;

1. S 17°26'13"E, a distance of 60.18 feet;
2. Along the arc of a curve to the left having a central angle of 05°07'28" and a radius of 2850.00 feet, a distance of 254.90 feet;
3. S 22°33'41"E, a distance of 479.03 feet to a point on the northerly right of way line of Wills Boulevard.

thence westerly along said northerly right of way line of Wills Boulevard the following four (4)

courses;

1. S 66°15'42"W, a distance of 344.55 feet;
2. Along the arc of a curve to the left having a central angle of 14°57'19" and a radius of 605.00, a distance of 157.92 feet;
3. S 51°18'23"W, a distance of 167.94 feet;
4. Along the arc of a curve to the right having a central angle of 26°01'15" and a radius of 525.00 feet, a distance of 238.43 feet;

thence N 01°33'34"W, a distance of 50.50 feet; thence N 45°28'50"E, a distance of 369.68 feet; thence along the arc of an non-tangent curve to the right whose center bears S 38°41'37"E and having a central angle of 14°57'19" and a radius of 736.00, a distance of 192.11 feet; thence N 66°15'42"E, a distance of 120.44 feet; thence N 16°18'28"W, a distance of 262.22 feet; thence N 23°54'07"W, a distance of 239.98 feet; thence S 65°54'43"W, a distance of 11.06 feet; thence N 19°53'36"W, a distance of 101.59 feet; thence along the arc of a non-tangent curve to the right whose center bears N 19°53'36"W and having a central angle of 02°27'33" and a radius of 230.00 feet, a distance of 9.86 feet; thence N 17°26'13"W, a distance of 160.22 feet; thence S 66°17'52"W, a distance of 56.72 feet; thence S 54°02'38"W, a distance of 117.39 feet; thence S 35°40'48"W, a distance of 129.93 feet; thence N 54°19'12"W, a distance of 100.00 feet; thence S35°40'48"W, a distance of 32.11 feet; thence N 54°19'12"W, a distance of 60.00 feet; thence N 46°14'34"W, a distance of 720.61 feet; thence N 43°45'26"E, a distance of 100.00 feet; thence N 46°14'34"W, a distance of 35.97 feet; thence N 43°45'26"E, a distance of 160.00 feet; thence N 56°43'55"E, a distance of 327.42 feet; thence N 13°31'53"E, a distance of 100.77 feet; thence S 76°28'07"E a distance of 3.30 feet; thence N 13°31'53"E, a distance of 100.00 feet; thence N 76°28'07"W, a distance of 23.02 feet; Thence N 13°31'53"E, a distance of 170.00 feet to a point on the said southerly right of way line of Dillon Drive; thence easterly along the said southerly right of way line of Dillon Drive the following two (2) courses;

1. S 76°28'07"E. a distance of 60.68 feet;
2. Along the arc of a curve to the left having a central angle of 12°35'13" and a radius of 1100.00 feet, a distance of 241.65 feet to the TRUE POINT OF BEGINNING.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

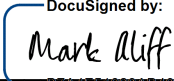
SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 10, 2025.

Final adoption of Ordinance by City Council on February 24, 2025.

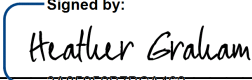
DocuSigned by:

B7A4F51823AB462...

President of City Council

Action by the Mayor:

☒ Approved on 2/25/2025 | 3:23 PM MST.

☐ Disapproved on _____ based on the following objections:

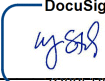
Signed by:

3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

7C02EBDFFC3D43C...

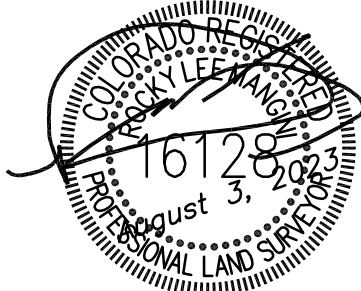
City Clerk

ANDIAMO SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 1 AND THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 11 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

MAP AMENDMENT EXHIBIT

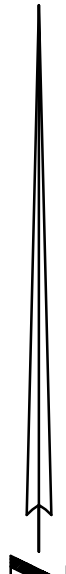
BENCH MARK
TRIANGLE ON CURB HEAD,
SOUTH END RADIUS AT SW CORNER
OF INTERSECTION OF RIDGE DRIVE
AND ELIZABETH STREET
ELEVATION = 4867.49
CITY OF PUEBLO DATUM



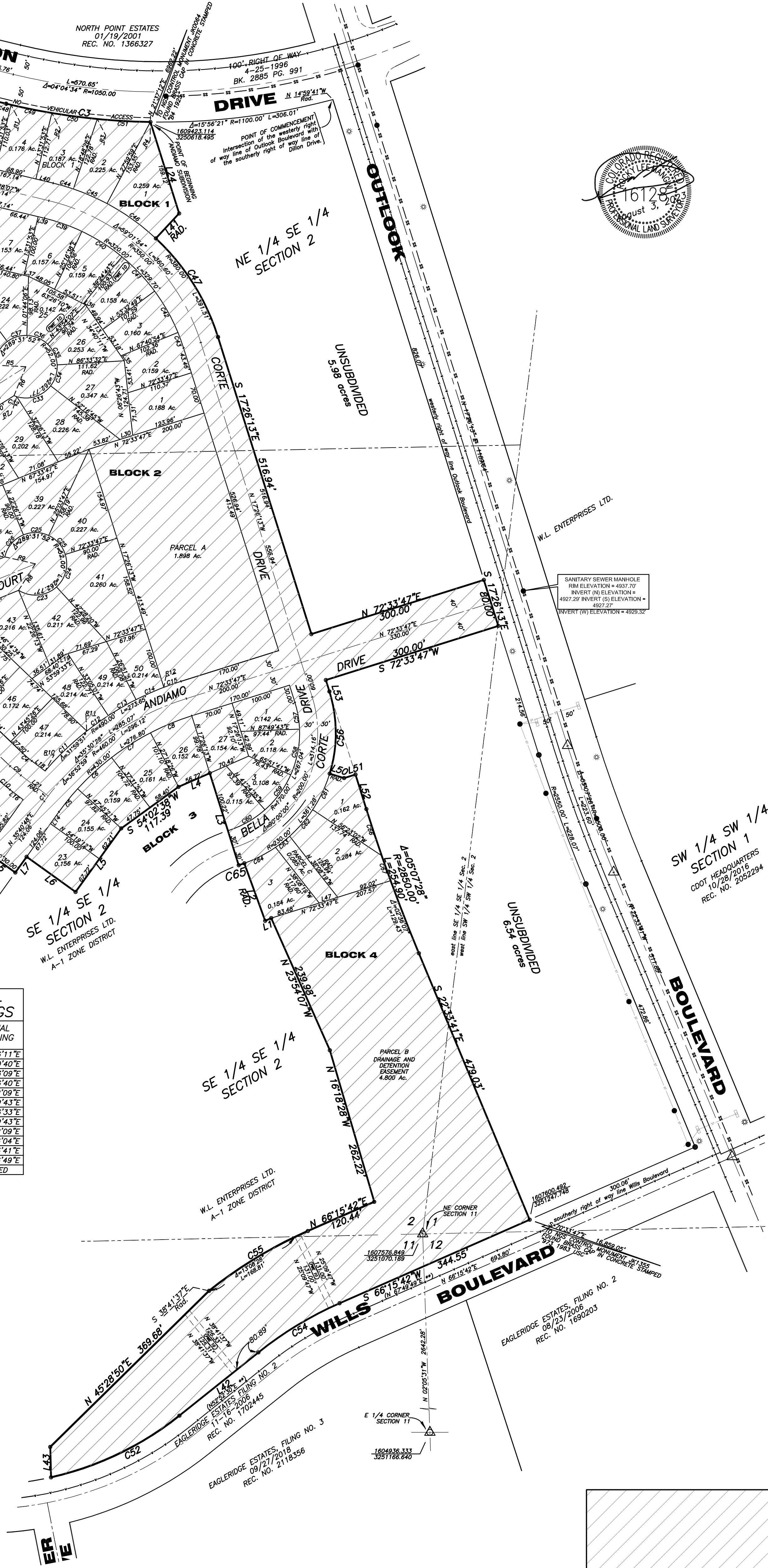
CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	11.04'	460.00'	01°22'31"
C2	NOT USED		
C3	241.65'	1100.00'	12°36'13"
C4	19.89'	170.00'	06°42'07"
C5	49.28'	430.00'	06°33'51"
C6	76.73'	430.00'	10°13'28"
C7	76.73'	430.00'	10°13'27"
C8	74.08'	430.00'	09°52'13"
C9	23.39'	200.00'	06°42'07"
C10	26.90'	200.00'	06°42'07"
C11	95.84'	490.00'	11°12'23"
C12	44.00'	490.00'	05°08'40"
C13	53.09'	490.00'	05°13'10"
C14	50.60'	490.00'	05°55'02"
C15	30.02'	490.00'	03°30'36"
C16	NOT USED		
C17	83.10'	200.00'	23°48'21"
C18	98.56'	230.00'	23°48'21"
C19	70.63'	230.00'	23°48'21"
C20	57.31'	230.00'	14°16'33"
C21	38.26'	230.00'	09°31'48"
C22	NOT USED		
C23	67.89'	52.00'	74°48'13"
C24	58.96'	52.00'	64°57'53"
C25	43.11'	52.00'	47°30'00"
C26	49.70'	52.00'	54°45'56"
C27	55.42'	230.00'	13°48'21"
C28	40.96'	170.00'	13°48'21"
C29	48.19'	200.00'	13°48'21"
C30	51.52'	230.00'	12°50'03"
C31	3.90'	230.00'	00°58'18"
C32	5.04'	52.00'	05°33'10"
C33	62.67'	52.00'	69°03'18"
C34	37.36'	52.00'	41°09'43"
C35	38.71'	52.00'	42°39'25"
C36	38.27'	52.00'	42°10'01"
C37	34.62'	52.00'	38°08'46"
C38	46.10'	52.00'	50°47'29"
C39	65.60'	320.00'	26°01'12"
C40	78.94'	320.00'	23°34'54"
C41	78.94'	320.00'	02°26'18"
C42	78.94'	320.00'	23°48'21"
C43	27.26'	320.00'	23°48'21"
C44	34.99'	380.00'	23°48'21"
C45	60.97'	380.00'	09°11'33"
C46	99.80'	380.00'	15°02'51"
C47	195.76'	380.00'	28°30'57"
C48	8.22'	1100.00'	00°25'42"
C49	68.96'	1100.00'	03°35'31"
C50	76.00'	1100.00'	03°57'31"
C51	88.47'	1100.00'	04°36'29"
C52	238.43'	525.00'	26°01'15"
C53	NOT USED		
C54	157.92'	605.00'	14°57'19"
C55	192.11'	736.00'	14°57'19"
C56	138.43'	230.00'	34°29'07"
C57	45.29'	170.00'	15°15'56"
C58	78.06'	170.00'	26°18'36"
C59	72.55'	170.00'	24°27'06"
C60	71.13'	170.00'	23°58'22"
C61	66.51'	230.00'	16°34'04"
C62	58.23'	230.00'	14°30'22"
C63	30.02'	230.00'	07°28'43"
C64	58.23'	230.00'	14°30'21"
C65	9.86'	230.00'	02°27'33"
C66	81.45'	2850.00'	01°38'15"
C67	44.02'	2850.00'	00°53'06"

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.06'	S 65°54'43"W
L2	101.59'	N 19°53'36"W
L3	160.22'	N 17°26'13"W
L4	56.72'	S 68°17'52"W
L5	129.93'	S 35°40'48"W
L6	100.00'	N 54°19'12"W
L7	32.11'	S 35°40'48"W
L8	35.97'	N 46°14'34"W
L9	100.77'	N 13°31'53"E
L10	3.30'	S 76°28'07"E
L11	100.00'	N 13°31'53"E
L12	23.02'	N 76°28'07"E
L13	60.68'	S 76°28'07"E
L14	24.23'	N 35°40'48"E
L15	60.00'	N 54°19'12"W
L16	27.39'	N 52°56'41"W
L17	15.46'	N 46°14'34"W
L18	27.73'	N 52°56'41"W
L19	4.40'	N 72°33'47"E
L20	25.00'	N 22°26'13"W
L21	56.81'	N 52°56'41"W
L22	37.19'	N 43°45'26"E
L23	7.19'	N 43°45'26"E
L24	159.12'	S 17°26'13"E
L25	NOT USED	
L26	NOT USED	
L27	23.00'	N 43°45'26"E
L28	28.59'	N 61°34'01"E
L29	27.59'	N 67°33'47"E
L30	22.21'	N 72°33'47"E
L31	25.00'	N 31°58'01"W
L32	12.42'	N 43°45'26"E
L33	42.42'	N 43°45'26"E
L34	24.73'	N 57°33'47"E
L35	10.00'	N 34°40'11"W
L36	4.02'	N 63°26'10"W
L37	7.92'	N 76°28'07"W
L38	9.67'	N 43°45'26"E
L39	11.23'	N 76°28'07"W
L40	29.34'	N 76°28'07"W
L41	56.67'	S 43°02'50"W
L42	167.94'	S 51°18'23"W
L43	50.50'	N 01°33'34"W
L44	44.21'	N 72°33'47"E
L45	52.15'	N 17°26'13"W
L46	21.54'	N 23°44'18"W
L47	32.07'	N 72°33'47"E
L48	NOT USED	
L49	NOT USED	
L50	25.00'	N 72°57'06"W
L51	19.81'	N 72°33'47"E
L52	60.18'	N 17°26'13"W
L53	20.00'	S 17°26'13"E

RADIAL BEARINGS	
BEARING NO.	RADIAL BEARING
R1	N 13°06'11"E
R2	N 09°30'40"E
R3	N 05°33'09"E
R4	N 00°56'40"E
R5	S 87°12'09"E
R6	N 22°19'43"E
R7	N 16°46'33"E
R8	N 32°19'43"E
R9	S 77°12'09"E
R10	S 46°26'04"E
R11	S 38°13'41"E
R12	S 20°56'49"E
R13	NOT USED



SCALE: 1" = 100'
100' 50' 0 100' 200' 300'
SCALE IN FEET



Mangini & Associates Inc.
Professional Engineers and Professional Land Surveyors
P.O. Box 8505 - Pueblo, CO 81008
(719) 544-0865 Fax (719) 676-2853
OWNER/TITLE: W.L. ENTERPRISES INC.
JOB DESCRIPTION: ANDIAMO SUBDIVISION MAP AMENDMENT EXHIBIT

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday November 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:36 PM with Vice Chair Avalos presiding.

Commissioners Present: Patrick Avalos, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi, and Regina Maestri

Commissioners Absent: Mike Castellucci and Alexandra Aznar.

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to move Z-23-09 to the December 11, 2024 meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 5-0

Public Hearings

3. Z-23-10 Rezone: Andiamo Rezone 25.994 acres generally located south of Dillon Dr. and west of Outlook Blvd., rezone from Agricultural 1 (A-1) to Single-Family Residential (R-2) Zone Districts. Generally located south of Dillon Dr. and west of Outlook Blvd. Staff Report by Mikaylin Hackley, Planner. *Continue from October 9, 2024,*

Hearing: Applicant Rocky Mangini and Leah Willey were sworn in and spoke in support of the application. No one appeared in opposition.

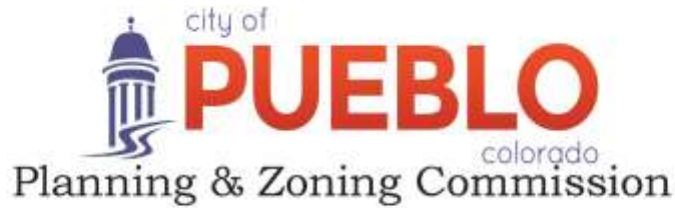
Commission Action: Bailey moved to recommend the rezoning application to City Council, seconded by Spinuzzi.

Motion Passed: 5-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Regina Maestri
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-23-10

TO: City of Pueblo, Planning and Zoning Commission

FROM: Mikaylin Hackley, Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: November 13th, 2024

SUBJECT: Rezone from A-1, Agricultural One District to R-2, Single-Family Residential District

APPLICANT: Leah Wiley

PROPERTY OWNER: Dee Rogers Brown, W.L. Enterprises Ltd.

LOCATION: South of Dillion Dr, West of Outlook Blvd, North of Wills Blvd

CONCURRENT REQUESTS: S-23-07: Andiamo Subdivision

REQUEST:

W.L. Enterprises Ltd. is requesting to rezone approx. 26 acres of land from Agricultural One (A-1) District to Single-Family Residential (R-2) District.

BACKGROUND AND ANALYSIS:

This rezone site is comprised of 5 existing parcels totaling just under 26 acres of undeveloped land. It was annexed into the city and zoned A-1 Agricultural One zoning as was allowed by the Annexation Agreement. The approved 2003 Outlook West Master Plan designates the subject property for transitional urban residential mixed uses so a rezoning into a residential district is necessary and appropriate to facilitate development in the area.

The land north of the proposed rezone area is occupied by North Point Estates, a developing mobile home residential park with about 60 current occupants and existing roadway infrastructure that can facilitate future occupants. To the west is the Sawyer Ridge subdivision, which consists of a combination of R-2 and R-2U zoning. Similar to North Point, the Sawyer Ridge area consists of a few dozen existing homes as well as some existing infrastructure for future development. The Pueblo Crossing shopping center is located to the near east of the proposed subdivision and offers a variety of retail establishments and restaurants that can serve the residential area. Overall, the proposed Andiamo rezoning and subdivision fits the characteristics of the surrounding neighborhood.

The proposed rezoning aligns with the 2022 Comprehensive Plan, which designates this area as suburban neighborhood. Suburban neighborhood developments are defined by large, single-family residential lots with an overall density between 2 to 5 dwelling units per acre. The proposed R-2 zoning requires minimum lot widths

of 50 feet and minimum lot areas of 5,000 square feet, which complies with the intent of the Suburban Neighborhood land use designation.

LAND USE AND PLANNING COMMENTS CHARACTER AND COMPATIBILITY

Site Character:	The site is currently unimproved land.	
Neighborhood Compatibility:	North	R-7 Mobile Home Residential District, mobile homes
	East	A-1 Agricultural (Annexation Holding Zone District) & S-1 Government Use District, State Transportation Offices
	South	B-2 Sub-Regional Business & R-2U Single-Family Residential District, Single-Family Homes
	West	R-2U Single-Family Residential District, Undeveloped lots
Comprehensive Plan Compliance:	The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Suburban Neighborhoods.	

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

☐ Comments **This rezoning will further the goals of the 2022 Comprehensive Plan as it will allow development of this vacant lot into Single-Family homes in compliance with the Suburban Neighborhood designation.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

☐ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

☐ Comments **Not Applicable**

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

☐ Comments **The application contains the required information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

☐ Comments **The application contains the required information.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

☐ Comments **The application contains the required information.**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

☐ Comments **The application contains the required information.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

☐ Comments **The application contains the required information.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

☐ Comments **A concurrent subdivision plat has been submitted with tentative plans.**

A statement of the proposed time schedule for beginning and completion of development.

☐ Comments **A concurrent subdivision plat has been submitted with tentative plans.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ Comments **A concurrent subdivision plat has been submitted with tentative plans.**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(4) OF THE PMC:

A. Purpose of R-2 Zone District Standards:

The standards of this district are designed to retain and provide areas primarily for single-family development of medium density.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the proposed rezoning be **APPROVED**.

REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• City Transportation	No comment
• City Law Department	No comment
• Pueblo Regional Building Department	No comment
• City Fire Department	No comment
• City Wastewater	No comment
• City Stormwater	No comment
• City Parks and Recreation Department	No comment
• Xcel Energy	No comment
• Black Hills Energy	No comment
• CDOT	No comment

ATTACHMENTS:

- A. **Aerial Photograph**
- B. **Zoning Map**

- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Supporting Documents

A. Aerial Photo



B. Zoning Map



C. Comprehensive Plan Map



D. Site Photos & Public Notice



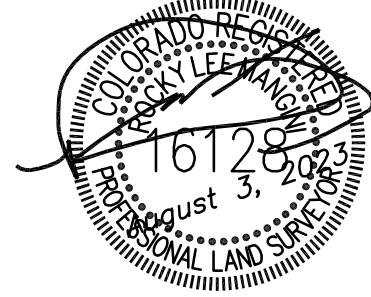
E. Zoning Exhibit*

ANDIAMO SUBDIVISION

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MAP AMENDMENT EXHIBIT

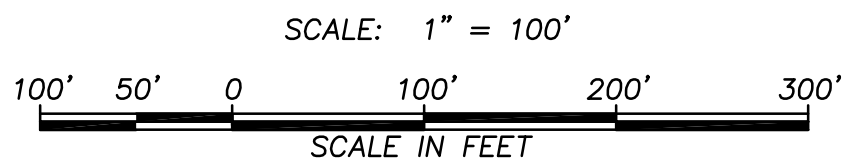
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C19	70.63'	170.00'	23°48'21"
C20	57.31'	230.00'	14°16'33"
C21	38.26'	230.00'	09°31'48"
C22	NOT USED		
C23	67.89'	52.00'	74°48'13"
C24	58.96'	52.00'	64°57'53"
C25	43.11'	52.00'	47°30'00"
C26	49.70'	52.00'	54°45'56"
C27	55.42'	230.00'	13°48'21"
C28	40.96'	170.00'	13°48'21"
C29	48.19'	200.00'	13°48'21"
C30	51.52'	230.00'	12°50'03"
C31	3.90'	230.00'	00°58'18"
C32	5.04'	52.00'	05°33'10"
C33	62.67'	52.00'	69°03'18"
C34	37.36'	52.00'	41°09'43"
C35	38.71'	52.00'	42°39'25"
C36	38.27'	52.00'	42°10'01"
C37	34.62'	52.00'	38°08'46"
C38	46.10'	52.00'	50°47'29"
C39	65.60'	320.00'	26°01'12"
C40	78.94'	320.00'	23°34'54"
C41	78.94'	320.00'	02°26'18"
C42	78.94'	320.00'	23°48'21"
C43	27.26'	320.00'	23°48'21"
C44	34.99'	380.00'	23°48'21"
C45	60.97'	380.00'	09°11'33"
C46	99.80'	380.00'	15°02'51"
C47	195.76'	380.00'	29°30'57"
C48	8.22'	1100.00'	00°25'42"
C49	68.96'	1100.00'	03°35'31"
C50	76.00'	1100.00'	03°57'31"
C51	88.47'	1100.00'	04°36'29"
C52	238.43'	525.00'	26°01'15"
C53	NOT USED		
C54	157.92'	605.00'	14°57'19"
C55	192.11'	736.00'	14°57'19"
C56	138.43'	230.00'	34°29'07"
C57	45.29'	170.00'	15°15'56"
C58	78.06'	170.00'	26°18'36"
C59	72.55'	170.00'	24°27'06"
C60	71.13'	170.00'	23°58'22"
C61	66.51'	230.00'	16°34'04"
C62	58.23'	230.00'	14°30'22"
C63	30.02'	230.00'	07°28'43"
C64	58.23'	230.00'	14°30'21"
C65	9.86'	230.00'	02°27'33"
C66	81.45'	2850.00'	01°38'15"
C67	44.02'	2850.00'	00°53'06"

LINE TABLE		
LINE	LENGTH	BEARING
L1	11.06'	S 65°54'43"W
L2	101.59'	N 1°53'36"W
L3	160.22'	N 17°26'13"W
L4	56.72'	S 66°17'52"W
L5	129.93'	S 35°40'48"W
L6	100.00'	N 54°19'12"W
L7	32.11'	S 35°40'48"W
L8	35.97'	N 46°14'34"W
L9	100.77'	N 13°51'53"E
L10	3.30'	S 76°28'07"E
L11	100.00'	N 13°51'53"E
L12	23.02'	N 76°28'07"W
L13	60.68'	S 76°28'07"E
L14	24.23'	N 35°40'48"E
L15	60.00'	N 54°19'12"W
L16	27.39'	N 52°56'41"W
L17	15.46'	N 46°14'34"W
L18	27.73'	N 52°56'41"W
L19	4.40'	N 72°33'47"E
L20	25.00'	N 22°26'13"W
L21	9.11'	N 201°32'22"W
L22	37.19'	N 43°45'26"E
L23	7.19'	N 43°45'26"E
L24	159.12'	S 17°26'13"E
L25	NOT USED	
L26	NOT USED	
L27	23.00'	N 43°45'26"E
L28	28.59'	N 61°34'01"E
L29	27.59'	N 67°33'47"E
L30	22.21'	N 72°33'47"E
L31	25.00'	N 31°58'01"W
L32	12.42'	N 43°45'26"E
L33	42.42'	N 43°45'26"E
L34	24.73'	N 57°33'47"E
L35	10.00'	N 34°40'11"W
L36	4.02'	N 63°26'10"W
L37	7.92'	N 76°28'07"W
L38	9.67'	N 43°45'26"E
L39	11.23'	N 76°28'07"W
L40	29.34'	N 76°28'07"W
L41	56.67'	S 43°02'50"W
L42	167.94'	S 51°18'23"W
L43	50.50'	N 01°33'34"W
L44	44.21'	N 72°33'47"E
L45	52.15'	N 17°26'13"W
L46	21.54'	N 23°44'18"W
L47	32.07'	N 72°33'47"E
L48	NOT USED	
L49	NOT USED	
L50	25.00'	N 72°57'06"W
L51	19.81'	N 72°33'47"E
L52	60.18'	N 17°26'13"W
L53	10.00'	S 17°26'13"E

RADIAL BEARINGS	
BEARING NO.	RADIAL BEARING
R1	N 13°06'11"E
R2	N 09°30'40"E
R3	N 05°33'09"E
R4	N 00°56'40"E
R5	S 87°12'09"E
R6	N 22°19'43"E
R7	N 16°46'33"E
R8	N 32°19'43"E
R9	S 77°12'09"E
R10	S 46°26'04"E
R11	S 38°13'41"E
R12	S 20°56'49"E
R13	NOT USED



(P) = PLAT DIMENSION (EAGLERIDGE ESTATES, RECEPTION NO. 1410522)
- NVA = NO VEHICULAR ACCESS

#	DATE	REVISIONS (COMMENTS)	CHECKED BY

Mangini & Associates Inc.
Professional Engineers and Professional Land Surveyors

P.O. Box 8505 - Pueblo, CO 81008
(719) 544-0865 Fax (719) 676-2853

OWNER/TITLE: W.L. ENTERPRISES INC.
JOB DESCRIPTION: ANDIAMO SUBDIVISION MAP AMENDMENT EXHIBIT
DETAILED BY: RLM
DATE: JULY 06, 2023
JOB NUMBER: 2021-092
FILE NAME: 2021-092
REF JOB NO.:
SCALE: 1" = 100'
SHEET NO.
1 OF 1

ANDIAMO SUBDIVISION

MAP AMENDMENT DESCRIPTION

A parcel of land located within a portion of the SW ¼ of the SW ¼ of Section 1 and the SE ¼ of Section 2 and the NE ¼ of the NE ¼ of Section 11 and the NW ¼ of the NW ¼ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian. City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows.

COMMENCING at the intersection of the westerly right of way line of Outlook Boulevard and the southerly right of way line of Dillon Drive; thence along the arc of a curve to the right whose center bears N 14°59'41"W (bearing based on the line between NGS control monument JK0064 monumented with a brass cap in concrete stamped "B4 1925" and NGS control monument JK 1355 monumented with a brass cap in concrete stamped "973 1983 USC" to bear N 45°07'02"W) and having a central angle of 15°56'21" and a radius of 1100.00 feet a distance of 306.01 feet to the **TRUE POINT OF BEGINNING**; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 159.12 feet; thence S43°02'50"W, a distance of 56.67 feet; thence along the arc of a non-tangent curve to the right whose center bears S 43°02'50"W and having a central angle of 29°30'57" and a radius of 380.00 feet, a distance of 195.76 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 506.94 feet; thence N 72°33'47"E, a distance of 300.00 feet to a point on the said westerly right of way line of Outlook Boulevard; thence S 17°26'13"E along the said westerly right of way line of Outlook Boulevard, a distance of 100.00 feet; thence S 72°33'47"W, a distance of 300.00 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 10.00 feet; thence along the arc of a curve to the right having a central angle of 34°29'07" and a radius of 230.00 feet a distance of 138.43 feet; thence S 72°57'06"E, a distance of 25.00 feet; thence N 72°33'47"E, a distance of 19.81 feet; thence southerly and parallel to the said westerly right of way line of Outlook Boulevard the following three (3) courses;

1. S 17°26'13"E, a distance of 60.18 feet;
2. Along the arc of a curve to the left having a central angle of 05°07'28" and a radius of 2850.00 feet, a distance of 254.90 feet;
3. S 22°33'41"E, a distance of 479.03 feet to a point on the northerly right of way line of Wills Boulevard.

thence westerly along said northerly right of way line of Wills Boulevard the following four (4) courses;

1. S 66°15'42"W, a distance of 344.55 feet;
2. Along the arc of a curve to the left having a central angle of 14°57'19" and a radius of 605.00, a distance of 157.92 feet;
3. S 51°18'23"W, a distance of 167.94 feet;
4. Along the arc of a curve to the right having a central angle of 26°01'15" and a radius of 525.00 feet, a distance of 238.43 feet;

thence N 01°33'34"W, a distance of 50.50 feet; thence N 45°28'50"E, a distance of 369.68 feet; thence along the arc of an non-tangent curve to the right whose center bears S 38°41'37"E and having a central angle of 14°57'19" and a radius of 736.00, a distance of 192.11 feet; thence N 66°15'42"E, a distance of 120.44 feet; thence N 16°18'28"W, a distance of 262.22 feet; thence N 23°54'07"W, a distance of 239.98 feet; thence S 65°54'43"W, a distance of 11.06 feet; thence

N 19°53'36"W, a distance of 101.59 feet; thence along the arc of a non-tangent curve to the right whose center bears N 19°53'36"W and having a central angle of 02°27'33" and a radius of 230.00 feet, a distance of 9.86 feet; thence N 17°26'13"W, a distance of 160.22 feet; thence S 66°17'52"W, a distance of 56.72 feet; thence S 52°02'38"W, a distance of 117.39 feet; thence S 35°40'48"W, a distance of 129.93 feet; thence N 54°19'12"W, a distance of 100.00 feet; thence S 35°40'48"W, a distance of 32.11 feet; thence N 54°19'12"W, a distance of 60.00 feet; thence N 46°14'34"W, a distance of 720.61 feet; thence N 43°45'26"E, a distance of 100.00 feet; thence N 46°14'34"W, a distance of 35.97 feet; thence N 43°45'26"E, a distance of 160.00 feet; thence N 56°43'55"E, a distance of 327.42 feet; thence N 13°31'53"E, a distance of 100.77 feet; thence S 76°28'07"E a distance of 3.30 feet; thence N 13°31'53"E, a distance of 100.00 feet; thence N 76°28'07"W, a distance of 23.02 feet; Thence N 13°31'53"E, a distance of 170.00 feet to a point on the said southerly right of way line of Dillon Drive; thence easterly along the said southerly right of way line of Dillon Drive the following two (2) courses;

1. S 76°28'07"E. a distance of 60.68 feet;
2. Along the arc of a curve to the left having a central angle of 12°35'13" and a radius of 1100.00 feet, a distance of 241.65 feet to the **TRUE POINT OF BEGINNING**.

Said parcel contains 25.116 acres, more or less.



PROFESSIONAL LAND SURVEYOR NO. 16128

November 13, 2024
DATE



September 20, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **Leah Wiley** for the approval of the following applications, generally located south of Dillon Drive and west of Outlook Blvd.:

- Z-23-10 Andiamo Rezoning:** Rezone 25.994 acres from A-1, Agricultural One District to R-2, Single Family Residential District.
- S-23-07 Andiamo Subdivision:** Subdivision of 25.994 acres into single-family residential lots, drainage parcels, and open space parcels for future development.

The Planning and Zoning Commission meeting will be held on **October 9, 2024, at 3:30 p.m.** in City Council Chambers, 1 City Hall Pl. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually.**
You are welcome to attend this public hearing and express your viewpoint concerning this proposal. For plans, staff reports, and Zoom info, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing.
Please call the number below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

September 20, 2024

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Please call the number below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: Z-23-10

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at Andiamo Subdivision to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

9/20/2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at Andiamo Subdivision, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

9/29/2024
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By: Cindy Caputo

Owner	OwnerStree	OwnerCity	Ownε	OwnerZip
K B J INVESTMENTS LLC	1700 FORTINO BLVD	PUEBLO	CO	81008-1858
EAGLERIDGE ESTATES				
HOMEOWNERS	1700 FORTINO BLVD	PUEBLO	CO	81008-1858
PANNUNZIO INC	200 W CITY CENTER DR	PUEBLO	CO	81003-1024
TRALON HOMES, LLC FKA				
SAINT AUBYN H	212 N WAHSATCH AVE STE 201	COLORADO SPRIN	CO	80903
SKY CREEK HOMES LTD	215 S PURCELL BLVD	PUEBLO WEST	CO	81007-5083
SUN COMMUNITIES				
FUNDING II LLC	27777 FRANKLIN RD STE 200	SOUTHFIELD	MI	48034-8205
DEPARTMENT OF				
TRANSPORTATION STATE	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
LUJAN SHAUNDRA	5308 LAPWING CT	PUEBLO	CO	81008-2347
JOHNSON CALVIN E	5312 LAPWING CT	PUEBLO	CO	81008-2347
SEGURA				
DESIRAE/MEDELLIN				
ALAN	5405 GANNET LN	PUEBLO	CO	81008
VANMATRE SHANNON	5409 DARTER CT	PUEBLO	CO	81008
QUIMBY LUCAS ALAN	5409 GANNET LN	PUEBLO	CO	81008-9718
LAPWING INVESTMENTS				
LLC	6526 OLD BRICK RD STE 120 315	WINDERMERE	FL	34786-5839
W L ENTERPRISES LTD	PO BOX 9024	PUEBLO	CO	81008-0024



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 24, 2025

TO: President Mark Aliff and Members of City Council

CC: Mayor Heather Graham

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE ANDIAMO SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 25.994-acres into single-family residential lots, a drainage and detention parcel, and a parcel for sports and other athletic amenities

PREVIOUS COUNCIL ACTION:

The applicant is concurrently requesting to rezone approximately 26-acres generally located south of Dillon Drive, west of Outlook Boulevard and north of Wills Boulevard. (Z-23-10)

BACKGROUND:

The subject property is located west of Outlook Boulevard and south of Dillon Drive, with a mix of established housing and subdivided single-family residential lots to the north, west, and south of the property and a commercial shopping district to the east. The proposed subdivision furthers the goals of the 2022 Future Land Use plan by establishing a suburban neighborhood with low density housing. The subject property is included within the Outlook West Master Plan, which includes a traffic plan that establishes intended roadway connections and classifications for the surrounding area. The master plan shows a Collector-level road extending through the proposed subdivision from Outlook Boulevard to Mesa View Drive. Collector roads must have a 60–80-foot width. The proposed Andiamo Drive quickly narrows from a 100-foot width to 60-foot width; future subdivision requests in this area between Outlook and Mesa View must continue extending Andiamo Drive while maintaining the 60–80-foot collector width until it connects with Mesa View Drive. Should any future subdivision applications propose a different alignment, the Outlook West Master Plan would have to be revised and approved through the Planning and Zoning Commission. Park requirements for this subdivision were met in 2007; WL Enterprises deeded a 33.3-acre park site to the northwest of the subject property (see supporting documents) to the City for a future regional park. The 33.3-acre park dedication meets all park dedication requirements for

the residential developments planned in the Outlook West Master Plan. A school site to the southwest has also already been dedicated to the city. The lot sizes, and the design and layout are in conformance with the 2022 Comprehensive Plan. The subdivision, lot, and parcel configurations comply with the Single-Family Residential (R-2) Zone District standards.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their November 13, 2024 Regular Meeting, voted 5-0 to recommend approval, Commissioners Aznar and Castellucci absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-23-07 Attachments

ORDINANCE NO. 10912

AN ORDINANCE APPROVING THE ANDIAMO SUBDIVISION

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The plat of the Andiamo Subdivision, being a subdivision of land legally described as:

A parcel of land located within a portion of the SW $\frac{1}{4}$ of the SW $\frac{1}{4}$ of Section 1 and the SE $\frac{1}{4}$ of Section 2 and the NE $\frac{1}{4}$ of the NE $\frac{1}{4}$ of Section 11 and the NW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian. City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows;

COMMENCING at the intersection of the westerly right of way line of Outlook Boulevard and the southerly right of way line of Dillon Drive; thence along the arc of a curve to the right whose center bears N 14°59'41"W (bearing based on the line between NGS control monument JK0064 monumented with a brass cap in concrete stamped "B4 1925" and NGS control monument JK 1355 monumented with a brass cap in concrete stamped "973 1983 USC" to bear N 45°07'02"W) and having a central angle of 15°56'21" and a radius of 1100.00 feet a distance of 306.01 feet to the TRUE POINT OF BEGINNING; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 159.12 feet; thence S43°02'50"W, a distance of 56.67 feet; thence along the arc of a non-tangent curve to the right whose center bears S 43°02'50"W and having a central angle of 29°30'57" and a radius of 380.00 feet, a distance of 195.76 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 516.94 feet; thence N 72°33'47"E, a distance of 300.00 feet to a point on the said westerly right of way line of Outlook Boulevard; thence S 17°26'13"E along the said westerly right of way line of Outlook Boulevard, a distance of 80.00 feet; thence S 72°33'47"W, a distance of 300.00 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 20.00 feet; thence along the arc of a curve to the right having a central angle of 34°29'07" and a radius of 230.00 feet a distance of 138.43 feet; thence S 72°57'06"E, a distance of 25.00 feet; thence N 72°33'47"E, a distance of 19.81 feet; thence southerly and parallel to the said westerly right of way line of Outlook Boulevard the following three (3) courses;

1. S 17°26'13"E, a distance of 60.18 feet;
2. Along the arc of a curve to the left having a central angle of 05°07'28" and a radius of 2850.00 feet, a distance of 254.90 feet;
3. S 22°33'41"E, a distance of 479.03 feet to a point on the northerly right of way line of Wills Boulevard.

thence westerly along said northerly right of way line of Wills Boulevard the following four (4) courses;

1. S 66°15'42"W, a distance of 344.55 feet;
2. Along the arc of a curve to the left having a central angle of 14°57'19" and a radius of 605.00, a distance of 157.92 feet;
3. S 51°18'23"W, a distance of 167.94 feet;
4. Along the arc of a curve to the right having a central angle of 26°01'15" and a radius of 525.00 feet, a distance of 238.43 feet;

thence N 01°33'34"W, a distance of 50.50 feet; thence N 45°28'50"E, a distance of 369.68 feet; thence along the arc of a non-tangent curve to the right whose center bears S 38°41'37"E and having a central angle of 14°57'19" and a radius of 736.00, a distance of 192.11 feet; thence N 66°15'42"E, a distance of 120.44 feet; thence N 16°18'28"W, a distance of 262.22 feet; thence N 23°54'07"W, a distance of 239.98 feet; thence S 65°54'43"W, a distance of 11.06 feet; thence N 19°53'36"W, a distance of 101.59 feet; thence along the arc of a non-tangent curve to the right whose center bears N 19°53'36"W and having a central angle of 02°27'33" and a radius of 230.00 feet, a distance of 9.86 feet; thence N 17°26'13"W, a distance of 160.22 feet; thence S 66°17'52"W, a distance of 56.72 feet; thence S 54°02'38"W, a distance of 117.39 feet; thence S 35°40'48"W, a distance of 129.93 feet; thence N 54°19'12"W, a distance of 100.00 feet; thence S35°40'48"W, a distance of 32.11 feet; thence N 54°19'12"W, a distance of 60.00 feet; thence N 46°14'34"W, a distance of 720.61 feet; thence N 43°45'26"E, a distance of 100.00 feet; thence N 46°14'34"W, a distance of 35.97 feet; thence N 43°45'26"E, a distance of 160.00 feet; thence N 56°43'55"E, a distance of 327.42 feet; thence N 13°31'53"E, a distance of 100.77 feet; thence S 76°28'07"E a distance of 3.30 feet; thence N 13°31'53"E, a distance of 100.00 feet; thence N 76°28'07"W, a distance of 23.02 feet; Thence N 13°31'53"E, a distance of 170.00 feet to a point on the said southerly right of way line of Dillon Drive; thence easterly along the said southerly right of way line of Dillon Drive the following two (2) courses;

1. S 76°28'07"E. a distance of 60.68 feet;
2. Along the arc of a curve to the left having a central angle of 12°35'13" and a radius of 1100.00 feet, a distance of 241.65 feet to the TRUE POINT OF BEGINNING. Containing 25.994 acres.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any

immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described herein.

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

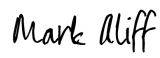
SECTION 6.

This Ordinance shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 10, 2025.

Final adoption of Ordinance by City Council on February 24, 2025.

DocuSigned by:

B7A4F51823AE462...

President of City Council

Action by the Mayor:

- ☒ Approved on 2/25/2025 | 3:23 PM MST.
- ☐ Disapproved on _____ based on the following objections:

Signed by:
Heather Graham
3A85950B7BCA462...

Mayor

Action by City Council After Disapproval by the Mayor:

- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

DocuSigned by:
ysf
7C02EBDFFC3D43C...

City Clerk

ANDIAMO SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 1 AND THE SE ¼ OF SECTION 2 AND THE NE ¼ OF THE NE ¼ OF SECTION 11 AND THE NW ¼ OF THE NW ¼ OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENT: that W L Enterprises, Ltd., a New Mexico limited partnership being the sole owner of the following described parcels of land:

A parcel of land located within a portion of the SW ¼ of the SW ¼ of Section 1 and the SE ¼ of Section 2 and the NE ¼ of the NE ¼ of Section 11 and the NW ¼ of the NW ¼ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian. City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows.

COMMENCING at the intersection of the westerly right of way line of Outlook Boulevard and the southerly right of way line of Dillon Drive; thence along the arc of a curve to the right whose center bears N 14°59'41" W (bearing based on the line between NGS control monument JK0064 monumented with a brass cap in concrete stamped "B4 1925" and NGS control monument JK 1355 monumented with a brass cap in concrete stamped "973 1983 USC" to bear N 45°07'02" W) and having a central angle of 15°56'21" and a radius of 1100.00 feet a distance of 306.01 feet to the **TRUE POINT OF BEGINNING**; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 159.12 feet; thence S43°02'50"W, a distance of 56.67 feet; thence along the arc of a non-tangent curve to the right whose center bears S 43°02'50"W and having a central angle of 29°30'57" and a radius of 380.00 feet, a distance of 195.76 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 516.94 feet; thence N 72°33'47"E, a distance of 300.00 feet to a point on the said westerly right of way line of Outlook Boulevard; thence S 17°26'13"E along the said westerly right of way line of Outlook Boulevard, a distance of 80.00 feet; thence S 72°33'47" W, a distance of 300.00 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 20.00 feet; thence along the arc of a curve to the right having a central angle of 34°29'07" and a radius of 230.00 feet a distance of 138.43 feet; thence S 72°57'06"E, a distance of 25.00 feet; thence N 72°33'47"E, a distance of 19.81 feet; thence southerly and parallel to the said westerly right of way line of Outlook Boulevard the following three (3) courses;

1. S 17°26'13"E, a distance of 60.18 feet;
2. Along the arc of a curve to the left having a central angle of 05°07'28" and a radius of 2850.00 feet, a distance of 254.90 feet;
3. S 22°33'41"E, a distance of 479.03 feet to a point on the northerly right of way line of Wills Boulevard.

thence westerly along said northerly right of way line of Wills Boulevard the following four (4) courses;

1. S 66°15'42"W, a distance of 344.55 feet;
2. Along the arc of a curve to the left having a central angle of 14°57'19" and a radius of 605.00, a distance of 157.92 feet;
3. S 51°18'23"W, a distance of 167.94 feet;
4. Along the arc of a curve to the right having a central angle of 26°01'15" and a radius of 525.00 feet, a distance of 238.43 feet;

thence N 01°33'34"W, a distance of 50.50 feet; thence N 45°28'50"E, a distance of 369.68 feet; thence along the arc of an non-tangent curve to the right whose center bears S 38°41'37"E and having a central angle of 14°57'19" and a radius of 736.00, a distance of 192.11 feet; thence N 66°15'42"E, a distance of 120.44 feet; thence N 16°18'28"W, a distance of 262.22 feet; thence N 23°54'07"W, a distance of 239.98 feet; thence S 65°54'43"W, a distance of 11.06 feet; thence N 19°53'36"W, a distance of 192.11 feet; thence along the arc of a non-tangent curve to the right whose center bears N 19°53'36"W and having a central angle of 02°27'33" and a radius of 230.00 feet, a distance of 9.86 feet; thence N 17°26'13"W, a distance of 160.22 feet; thence S 66°17'52"W, a distance of 56.72 feet; thence S 54°02'38"W, a distance of 117.39 feet; thence S 35°40'48"W, a distance of 129.93 feet; thence N 54°19'12"W, a distance of 100.00 feet; thence S35°40'48"W, a distance of 32.11 feet; thence N 54°19'12"W, a distance of 60.00 feet; thence N 46°14'34"W, a distance of 720.61 feet; thence N 43°45'26"E, a distance of 100.00 feet; thence N 46°14'34"W, a distance of 35.97 feet; thence N 43°45'26"E, a distance of 160.00 feet; thence N 56°43'55"E, a distance of 327.42 feet; thence N 13°31'53"E, a distance of 100.77 feet; thence S 76°28'07"E a distance of 3.30 feet; thence N 13°31'53"E, a distance of 100.00 feet; thence N 76°28'07"W, a distance of 23.02 feet; Thence N 13°31'53"E, a distance of 170.00 feet to a point on the said southerly right of way line of Dillon Drive; thence easterly along the said southerly right of way line of Dillon Drive the following two (2) courses;

1. S 76°28'07"E, a distance of 60.68 feet;
2. Along the arc of a curve to the left having a central angle of 12°35'13" and a radius of 1100.00 feet, a distance of 241.65 feet to the **TRUE POINT OF BEGINNING**.

Said parcel contains 24.978 acres, more or less.

Has caused the foregoing described property to be surveyed, platted and subdivided into three (3) parcels and Seventy (70) lots, blocks and has shown hereon certain easements for Public Utilities, Drainage and pedestrian and the same to be numbered, platted, subdivided, dimensioned, and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as Andiamo Subdivision.

"All of the streets, easements for public utilities, pedestrian and drainage shown hereon are hereby dedicated to the public for perpetual use of the public, with respect to all easements for city utilities including but not limited to sanitary, stormwater services and whether designated as a drainage easement, public utility easement or otherwise hereon. The City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said city utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located."

"Drainage facilities located within drainage easements and pedestrian walkways shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the stormwater facility maintenance agreement dated _____ and filed contemporaneously with the annexed plat."

"Parcel A is hereby reserved for sports and other athletic amenities for the sole use of the lot owners within the subdivision to be owned and maintained by all owners within the subdivision.

"Parcel B is hereby reserved for drainage and detention to be owned and maintained by all owners within the subdivision and the owners of the following property to be served by the drainage facility in Parcel B according to the terms and conditions of the stormwater facilities maintenance agreement referenced herein:

Future filings of Andiamo Subdivision consisting of a total of 85.96 acres and described in its entirety as follows:

A parcel of land located within a portion of the SW ¼ of Section 1 and the S ½ of Section 2 and the NE ¼ of Section 11 and the NW ¼ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian, City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows.

All that property bounded on the south by Wills Boulevard and on the west by Mesa View Drive and on the north by Dillon Drive and on the east by Outlook Boulevard:

EXCEPTING THEREFROM:

All those areas not served by the regional detention pond located within Parcel B, Andiamo Subdivision.

AND FURTHER EXCEPTING:

Parcel C is hereby dedicated to the City of Pueblo for the purposes of drainage and subject to the below notice pertaining to acceptance of public facilities.

The depth of sanitary sewer lines within this subdivision is conducive to the construction of basements on all lots.

"A formal environmental assessment for this subdivision has not been performed; however, to the best of the undersigned owner's knowledge, information, and belief, there are no known hazardous substances present within this subdivision."

In witness whereof the following have set their hand:

W L ENTERPRISES, LTD., A NEW MEXICO
LIMITED PARTNERSHIP
BY: DEE ROGERS-BROWN, PROJECT MANAGER

STATE OF COLORADO)
S.S.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Dee Rogers-Brown, Project Manager of W L Enterprises, Ltd., a New Mexico limited partnership.

NOTARY PUBLIC My Commission Expires: _____

IMPROVEMENTS CERTIFICATION:

This is to certify that the Subdivider has complied with Alternate No. 4 of Title 12-4-7 (J) (1) and Section 12-4-5(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

DIRECTOR OF PUBLIC WORKS

DATE

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

CHAIRPERSON PLANNING COMMISSION

DATE

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Andiamo Subdivision has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

CITY CLERK

DATE

LAND SURVEYOR'S CERTIFICATION, I ROCKY L. MANGINI, a Professional Land Surveyor registered in the State of Colorado, hereby certify to W L Enterprises, Ltd., a New Mexico limited partnership, that a survey of the above described premises was conducted under my responsible charge in March 2022 and that this plat of Andiamo Subdivision, complies with the requirements of Plats and maps as set forth in Section 38-33.3-209 et, seq, C.R.S. 1992 and with the minimum standards for Land Survey and Plats as set forth in Section 38-51-106 et. seq. C.R.S. 1994.

ROCKY L. MANGINI
PROFESSIONAL LAND SURVEYOR NO. 16128

DATE

Notice is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the roads, park, and other public improvements for maintenance by the City. Until such roads and other parks and public improvements meet the requirements, standards and specifications of the City, its subdivision ordinance and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction, and all other matters pertaining to or affecting said roads, parks and other public improvements and right-of-way are the sole responsibility of the Subdivider or any subsequent owners of the land within this subdivision, et;

NOTES:

1. A search for recorded rights of way and easements was done by Fidelity National Title Insurance Company, File 320-F07774-23 with an Effective date of June 23, 2023 at 12:00AM.
2. All distances shown hereon are in U.S. feet.
3. Bearings based on the centerline of Elizabeth Street monumented on both ends with a No 6 rebar with a 2 1/2" aluminum in cast iron monument box cap PLS 16128 to bear N 15°08'15"E based on the Colorado State Plane Coordinate System South Zone, utilizing National Geodetic Survey Control Monuments JK1355 and JK0064, with all bearings contained herein being relative thereto.
4. Distances shown hereon, except as noted, are ground distances. The combination factor for this plat is 1.000251300. The ground distance when divided by the combination factor will provide the grid distance and the ground coordinates when divided by the combination factor will provide the grid coordinates based on the Colorado State Plane Coordinate System of 1983 South Zone on the North American Datum of 1983. The NGS Control Monuments used for this survey are JK1355 and JK0064. Coordinates shown hereon, except as noted, are ground coordinates.
- PROPERTY MAY BE SUBJECT TO** : (As numbered within the title policy)
1. All taxes and assessments now due or payable.
2. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED SEPTEMBER 17, 1885 IN BOOK 49 AT PAGE 202 AND BOOK 49 AT PAGE 203.
3. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED APRIL 05, 1937 IN BOOK 836 AT PAGE 108 at RECEPTION NO. 567830. NOTE: PARTIAL RELEASE IN CONNECTION WITH SAID EASEMENT RECORDED DECEMBER 10, 2003 UNDER RECEPTION NO. 1540917 AND RECEPTION NO. 1540918.
4. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AND EASEMENT RECORDED OCTOBER 10, 1952 IN BOOK 1194 AT PAGE 497 AT RECEPTION NO. 922083. ASSIGNMENT RECORDED JUNE 09, 1972 IN BOOK 1721 AT PAGE 17 AT RECEPTION NO. 429152. NOTE: QUITCLAIM DEED IN CONNECTION WITH SAID EASEMENT RECORDED DECEMBER 17, 2003 UNDER RECEPTION NO. 1542101. NOTE: RELEASE OF EASEMENT IN CONNECTION WITH SAID EASEMENT RECORDED MAY 13, 2022 UNDER RECEPTION NO. 2276932.
5. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED JUNE 11, 1956 IN BOOK 1300 AT PAGE 223 AT RECEPTION NO. 16015.
6. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED FEBRUARY 07, 1964 IN BOOK 1537 AT PAGE 757 AT RECEPTION NO. 246908.
7. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS AND WATER MAIN EASEMENT RECORDED MAY 16, 1996 IN BOOK 2892 AT PAGE 84 AT RECEPTION NO. 1121814.
8. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS OF EASEMENT AND RIGHT OF WAY RECORDED MAY 16, 1996 IN BOOK 2892 AT PAGE 87 AT RECEPTION NO. 1121816.
9. Easement and Right of Way recorded November 8, 2001 at Reception No. 1410528.
10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR UNDERGROUND ELECTRIC & COMMUNICATIONS LINES RECORDED DECEMBER 17, 2003 UNDER RECEPTION NO. 1542105.
11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF WATER MAIN ASSESSMENT RECORDED JULY 21, 2004 UNDER RECEPTION NO. 1576453.
12. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 13, 2002, UNDER RECEPTION NO. 1474320 AND NOTICE RECORDED JANUARY 4, 2010 UNDER RECEPTION NO. 1829179.
13. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096.
14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED JUNE 05, 2013 UNDER RECEPTION NO. 1944908.
15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AND RIGHT OF WAY RECORDED JANUARY 29, 2021 UNDER RECEPTION NO. 2210713.
16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF WATER MAIN ASSESSMENT RECORDED JULY 14, 2022 UNDER RECEPTION NO. 2284257.
17. Rights of Way for Dillon Drive on the North and for Outlook Boulevard on the East and for Wills Boulevard on the South as they exist.

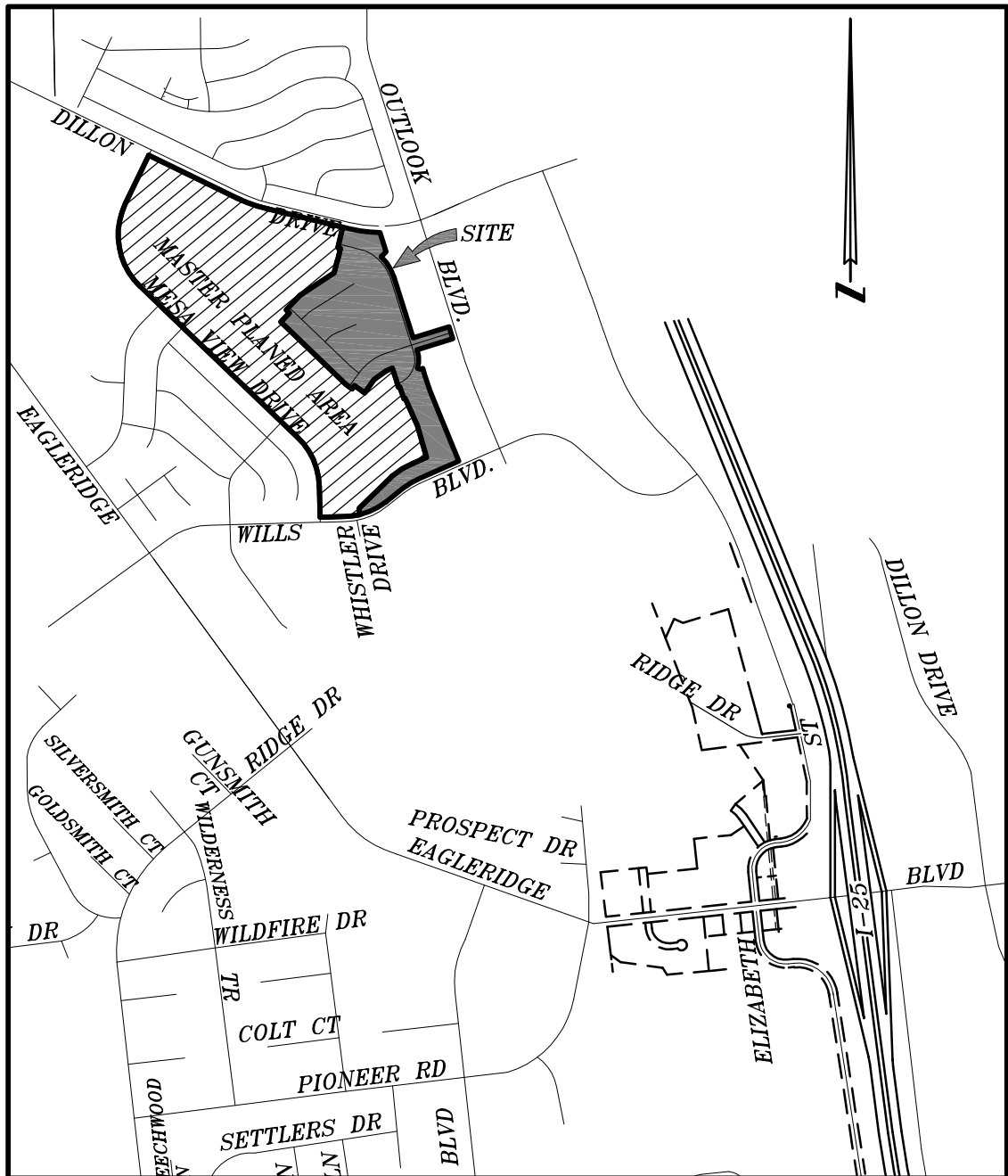
NOTICE : According to C.R.S. 13-80-105, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certificate shown hereon.

BENCH MARK
TRIANGLE ON CURB HEAD,
SOUTH END RADIUS AT SW CORNER
OF INTERSECTION OF RIDGE DRIVE
AND ELIZABETH STREET
ELEVATION = 4867.49
CITY OF PUEBLO DATUM

EASEMENT LEGEND

PUE-DE 20 = 20' PUBLIC UTILITY AND DRAINAGE EASEMENT
10'
QE-PUE 20 = 20' PUBLIC UTILITY AND DRAINAGE EASEMENT
10'
PUE 10 = 10' PUBLIC UTILITY EASEMENT
5'

EXISTING ZONE DISTRICT
A-1 AGRICULTURAL



VICINITY MAP
(NOT TO SCALE)

Mangini & Associates Inc.

Professional Engineers and Professional Land Surveyors
P.O. Box 8505 - Pueblo, CO 81008
(719) 544-0865 Fax (719) 676-2853



OWNER/TITLE: W.L. ENTERPRISES INC.
JOB DESCRIPTION: ANDIAMO SUBDIVISION

DETAILED BY: RLM DATE: JULY 06, 2023
JOB NUMBER: 2021-092 SCALE: 1" = 100'

FILE NAME: 2021-092 SHEET NO.
REF JOB NO.: 1 OF 2

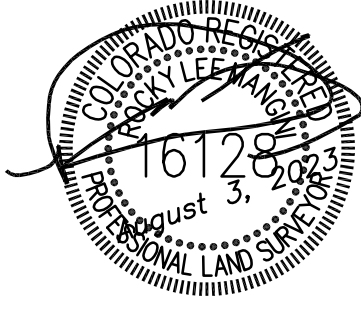
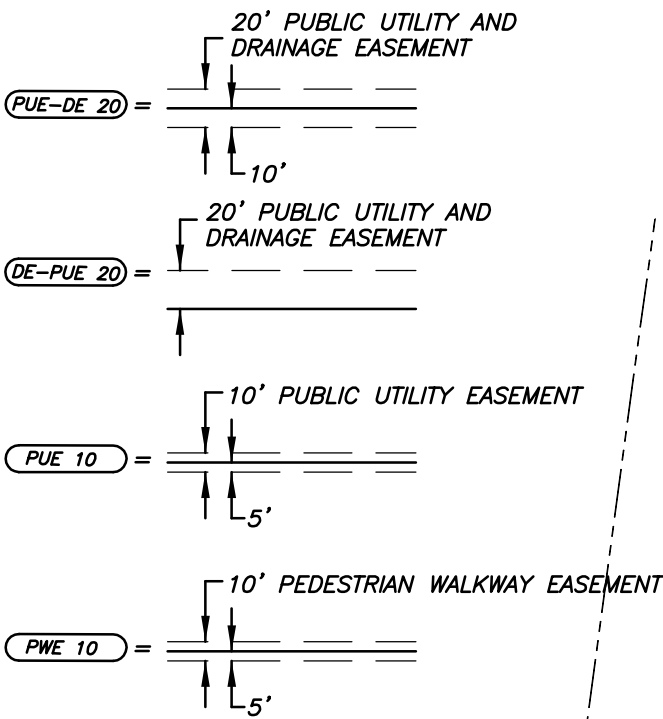
#	DATE	REVISIONS (COMMENTS)	CHECKED BY
1	10-22-24	Revised plot wording	
2	10-29-24	Revised plot wording & Sht. 1 & 2	

ANDIAMO SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 1 AND THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 11 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BENCH MARK
TRIANGLE ON CURB HEAD,
SOUTH END RADIUS AT SW CORNER
OF INTERSECTION OF RIDGE DRIVE
AND ELIZABETH STREET
ELEVATION = 4867.49
CITY OF PUEBLO DATUM

EASEMENT LEGEND



CURVE TABLE			
CURVE	LENGTH	RADIUS	DELTA
C1	11.04'	460.00'	01°22'31"
C2	NOT USED		
C3	241.65'	1100.00'	12°35'13"
C4	19.89'	170.00'	06°42'07"
C5	49.26'	430.00'	06°33'51"
C6	76.73'	430.00'	10°13'28"
C7	76.73'	430.00'	10°13'27"
C8	74.08'	430.00'	09°52'13"
C9	23.39'	200.00'	06°42'07"
C10	26.90'	230.00'	06°42'07"
C11	95.84'	490.00'	11°12'23"
C12	44.00'	490.00'	05°08'40"
C13	53.09'	490.00'	06°13'10"
C14	50.60'	490.00'	06°55'02"
C15	30.02'	490.00'	03°30'36"
C16	NOT USED		
C17	83.10'	200.00'	23°48'21"
C18	95.56'	230.00'	23°48'21"
C19	70.63'	170.00'	23°48'21"
C20	57.51'	230.00'	14°16'33"
C21	38.26'	230.00'	09°31'48"
C22	NOT USED		
C23	67.89'	52.00'	74°48'13"
C24	58.96'	52.00'	64°57'53"
C25	43.11'	52.00'	47°30'00"
C26	49.70'	52.00'	54°45'56"
C27	55.42'	230.00'	13°48'21"
C28	40.96'	170.00'	13°48'21"
C29	48.19'	200.00'	13°48'21"
C30	51.52'	230.00'	12°50'03"
C31	3.90'	230.00'	00°58'18"
C32	5.04'	52.00'	05°33'10"
C33	62.67'	52.00'	69°03'18"
C34	37.36'	52.00'	41°09'43"
C35	38.71'	52.00'	42°39'25"
C36	38.27'	52.00'	42°10'01"
C37	34.62'	52.00'	38°08'46"
C38	46.10'	52.00'	50°47'29"
C39	65.60'	320.00'	26°01'12"
C40	78.94'	320.00'	23°34'54"
C41	78.94'	320.00'	02°26'18"
C42	78.94'	320.00'	23°48'21"
C43	27.26'	320.00'	23°48'21"
C44	34.99'	380.00'	23°48'21"
C45	60.97'	380.00'	09°11'33"
C46	99.80'	380.00'	15°02'51"
C47	195.76'	380.00'	29°30'57"
C48	8.22'	1100.00'	00°25'42"
C49	68.96'	1100.00'	03°35'31"
C50	76.00'	1100.00'	03°57'31"
C51	88.47'	1100.00'	04°36'29"
C52	28.43'	525.00'	26°01'15"
C53	NOT USED		
C54	157.92'	605.00'	14°57'19"
C55	192.11'	736.00'	14°57'19"
C56	138.43'	230.00'	34°29'07"
C57	45.29'	170.00'	15°15'56"
C58	78.06'	170.00'	26°18'36"
C59	72.55'	170.00'	24°27'06"
C60	71.13'	170.00'	23°58'22"
C61	66.51'	230.00'	16°34'04"
C62	58.23'	230.00'	14°30'22"
C63	30.02'	230.00'	07°28'43"
C64	58.23'	230.00'	14°30'21"
C65	9.86'	230.00'	02°27'33"
C66	81.45'	2850.00'	01°38'15"
C67	44.02'	2850.00'	00°53'06"

LINE TABLE			
LINE	LENGTH	BEARING	
L1	11.06'	S 65°54'43"W	
L2	101.59'	N 19°53'36"W	
L3	160.22'	N 17°26'13"W	
L4	56.72'	S 66°17'52"W	
L5	129.93'	S 35°40'48"W	
L6	100.00'	N 54°19'12"W	
L7	32.11'	S 35°40'48"W	
L8	35.97'	N 46°14'34"W	
L9	100.77'	N 13°31'53"E	
L10	3.30'	S 76°28'07"E	
L11	100.00'	N 13°31'53"E	
L12	23.02'	N 76°28'07"W	
L13	60.68'	S 76°28'07"E	
L14	24.23'	N 35°40'48"E	
L15	60.00'	N 54°19'12"W	
L16	27.39'	N 52°56'41"W	
L17	15.46'	N 46°14'34"W	
L18	27.73'	N 52°56'41"W	
L19	4.40'	N 72°33'47"E	
L20	25.00'	N 22°26'13"W	
L21	56.81'	N 52°56'41"W	
L22	37.19'	N 43°45'26"E	
L23	7.19'	N 43°45'26"E	
L24	169.12'	S 17°26'13"E	
L25	NOT USED		
L26	NOT USED		
L27	23.00'	N 43°45'26"E	
L28	28.59'	N 61°34'01"E	
L29	27.59'	N 67°33'47"E	
L30	22.21'	N 72°33'47"E	
L31	25.00'	N 31°58'01"W	
L32	12.42'	N 43°45'26"E	
L33	42.42'	N 43°45'26"E	
L34	24.73'	N 57°33'47"E	
L35	10.00'	N 34°40'11"W	
L36	4.02'	N 63°26'10"W	
L37	7.92'	N 76°28'07"W	
L38	9.67'	N 43°45'26"E	
L39	11.23'	N 76°28'07"W	
L40	29.34'	N 76°28'07"W	
L41	56.67'	S 43°02'50"W	
L42	167.94'	S 51°18'23"W	
L43	50.50'	N 01°33'34"W	
L44	44.21'	N 72°33'47"E	
L45	52.15'	N 17°26'13"W	
L46	21.54'	N 23°44'18"W	
L47	32.07'	N 72°33'47"E	
L48	NOT USED		
L49	NOT USED		
L50	25.00'	N 72°57'06"W	
L51	19.81'	N 72°33'47"E	
L52	60.18'	N 17°26'13"W	
L53	20.00'	S 17°26'13"E	

RADIAL BEARINGS	
BEARING NO.	RADIAL BEARING
R1	N 13°06'11"E
R2	N 09°30'40"E
R3	N 05°33'09"E
R4	N 00°56'40"E
R5	N 87°12'02"E
R6	N 22°19'43"E
R7	N 16°46'33"E
R8	N 32°19'43"E
R9	S 77°12'09"E
R10	S 46°26'04"E
R11	S 38°13'41"E
R12	S 20°56'48"E
R13	NOT USED

- △ = FOUND ALUMINUM CAP IN CAST IRON MONUMENT BOX PLS 31925
- △ = FOUND 3 1/2" BRASS CAP PLS 16128
- = FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP PLS 16128
- = SET NO. 4 REBAR WITH YELLOW PLASTIC CAP PLS 16128
- = FOUND NO. 4 REBAR WITH YELLOW PLASTIC CAP PLS 31925
- ** = EAGLERIDGE ESTATES FILING NO. 2

Mangini & Associates Inc.
Professional Engineers and Professional Land Surveyors

P.O. Box 8505 - Pueblo, CO 81008
(719) 544-0865 Fax (719) 676-2853

OWNER/TITLE: W.L. ENTERPRISES INC.
JOB DESCRIPTION: ANDIAMO SUBDIVISION

DETAILED BY: RLM
JOB NUMBER: 2021-092
FILE NAME: 2021-092

DATE: JULY 06, 2023
SCALE: 1" = 100'
SHEET NO.

REF JOB NO.: 2 OF 2

SCALE: 1" = 100'
100' 50' 0 100' 200' 300'
SCALE IN FEET

(P) = PLAT DIMENSION (EAGLERIDGE ESTATES, RECEPTION NO. 1410522)
- NVA = NO VEHICULAR ACCESS

#	DATE	REVISIONS (COMMENTS)	CHECKED BY
1	12-29-23	Revise Plat Boundary and Lots	

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday November 13, 2024 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

The meeting was called to order at 3:36 PM with Vice Chair Avalos presiding.

Commissioners Present: Patrick Avalos, Lisa Bailey, Chris Pasternak, Cheryl Spinuzzi, and Regina Maestri

Commissioners Absent: Mike Castellucci and Alexandra Aznar.

Staff Members Present: David Wyatt, Assistant City Attorney; Scott Hobson, Acting Director of Planning and Community Development; Beritt Odom, Principal Planner; Mikaylin Hackley, Planner; Hannah Prinzi, Planner.

Staff Members Absent:

Approval of the Agenda: Bailey motioned to move Z-23-09 to the December 11, 2024 meeting and approve the agenda as amended, seconded by Spinuzzi.

Motion Passed: 5-0

Public Hearings

4. S-23-07 Subdivision: Andiamo Subdivision of 25.994 acres into single-family residential lots and a parcel. Generally located south of Dillon Dr. and west of Outlook Blvd. Staff report by Mikaylin Hackley, Planner. *Continue from October 9, 2024*

Hearing: Applicant Rocky Mangini and Leah Willey were sworn in and spoke in support of the application. Joe Martellaro, Associate Engineer II, Public Works provided information and answered questions. No one appeared in opposition.

Commission Action: Bailey moved to recommend the subdivision application to City Council with conditions, seconded by Maestri.

Motion Passed: 5-0



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-23-07 Andiamo Subivision

DATE: January 24, 2025

Please place the above referenced submittals on the City Council Agenda.

S-23-07

TO: City of Pueblo, Planning and Zoning Commission
FROM: Mikaylin Hackley, Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: November 13, 2024
SUBJECT: Andiamo Subdivision
APPLICANT: Leah Willey
PROPERTY OWNER: WL Enterprises LTD
LOCATION: Generally located south of Dillon Drive and west of Outlook Blvd
EXISTING ZONE: A-1, Agricultural One District
Proposed R-2, Single-Family Residential District

CONCURRENT REQUESTS: Z-23-10, Rezone from A-1, Agricultural One District to R-2, Single-Family Residential District

REQUEST:

The applicant is requesting to subdivide 25.994-acres into single-family residential lots, a drainage and detention parcel, and a parcel for sports and other athletic amenities.

STAFF REVIEW AND FINDINGS:

The subject property is located west of Outlook Blvd and south of Dillon Dr, with a mix of established housing and subdivided single-family residential lots to the north, west, and south of the property and a commercial shopping district to the east. The proposed subdivision furthers the goals of the 2022 Future Land Use plan by establishing a suburban neighborhood with low-density housing.

The subject property falls under the jurisdiction of the Outlook West Master Plan, which includes a traffic plan that establishes intended roadway connections and classifications for the surrounding area. The master plan shows a Collector-level road extending through the proposed subdivision from Outlook Blvd to Mesa View Dr. Collector roads must have a 60-80 foot width. The proposed Andiamo Dr. quickly narrows from a 100-foot width to 60-foot width; future subdivision requests in this area between Outlook and Mesa View must continue extending Andiamo Dr. while maintaining the 60–80-foot Collector width until it connects with Mesa View Dr. Should any future subdivision applications propose a different alignment, the Outlook West Master Plan would have to be revised and approved through the Planning and Zoning Commission.

Park requirements for this subdivision were met in 2007; WL deeded a park site of 33.3 acres to the northwest of the subject property (see supporting documents) to the City for a future regional park. The 33.3-acre park dedication meets all park dedication requirements for the residential developments planned in the Outlook West Master Plan. A school site to the southwest has also already been dedicated to the city.

Based on these findings and the comments below on site character, neighborhood compatibility, compliance with the 2022 Comprehensive Plan, and ability to comply with the Single-Family Residential (R-2) Zone District standards, staff

recommends that the Planning and Zoning Commission makes the necessary findings of fact to recommend this subdivision for approval to City Council.

APPLICABLE REGULATIONS:

Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, November 6, 2024.
Plat Deficiencies:	None
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Provide an easement document to the City to establish an emergency secondary access road. • Dillon Dr. must be designated “NVA,” no vehicular access, on the plat. • The plat dedication language reading, “All of the streets, easements for public utilities, pedestrian and drainage shown heron are hereby dedicated to the city for the perpetual use of the public...” shall be amended to read, “All of the streets, easements for public utilities, pedestrian and drainage shown heron are hereby dedicated to the public for perpetual use...” • The plat dedication language reading, “and the owners within the remaining (id masterplan) area” shall be deleted. • The plat language “and the owners of the following property to be served by the drainage facility in Parcel B... Two parcels of land consisting of 5.83 acres and 6.42 acres located east of the eastern boundary line of Andiamo Subdivision and westerly right of way line of said Outlook Boulevard” shall be deleted. • The plat language “Parcel B in its entirety is subject to the easements shown thereon” shall be deleted.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved.

❑ **Neighborhood Compatibility:**

North	R-7, Mobile Home Residential District, developed with mobile homes
East	R-2U, Single-Family Residential District, partially developed with single-family homes

South R-2U, Single-Family Residential District, partially developed
with single-family homes
West S-1, Government Use District, developed with CDOT
headquarters building

❑ **Comprehensive Plan Compliance:**

The area to be rezoned is designated as “Suburban Residential” by the Pueblo Regional Comprehensive Plan, 2022. According to the Comprehensive Plan, Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development accommodates a similar mix of lot sizes and housing types. New neighborhoods should be designed with a mix of housing types and pedestrian and bicycle connectivity should be provided within and between neighborhoods. The recommended density for Suburban Neighborhoods is two or five units per acre.

The proposed Andiamo subdivision creates 73 single-family residential lots, a 4.8-acre parcel for drainage and detention, and a 1.9 parcel for sports and other athletic amenities. The proposed subdivision is consistent with the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

❑ **Minimum lot size and width:**

- The 73 proposed single-family lots meet the minimum 50-foot lot width for the R-2 Zone District with all lots being greater than or equal to 50 feet in width.
- All lots are greater than or equal to the minimum 5,000 square feet for the R-2 Zone District.

REFERRAL AGENCIES AND COMMENTS:

• City Public Works	No comment
• City Transportation	See Department of Transportation Memo in attachments
• City Law Department	No comment
• Pueblo Regional Building Department	No comment
• City Fire Department	No comment
• City Wastewater	No comment
• City Stormwater	No comment
• City Parks and Recreation Department	No comment
• Xcel Energy	No comment
• Black Hills Energy	No comment
• CDOT	No comment

ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photos
- E. Future School and Park Sites
- F. Plat
- G. SRC Memo; November 6, 2024
- H. Department of Transportation Memo
- I. Subdivision Application
- J. Park and School Site Deeds

A. Aerial Photo



B. Zoning Map



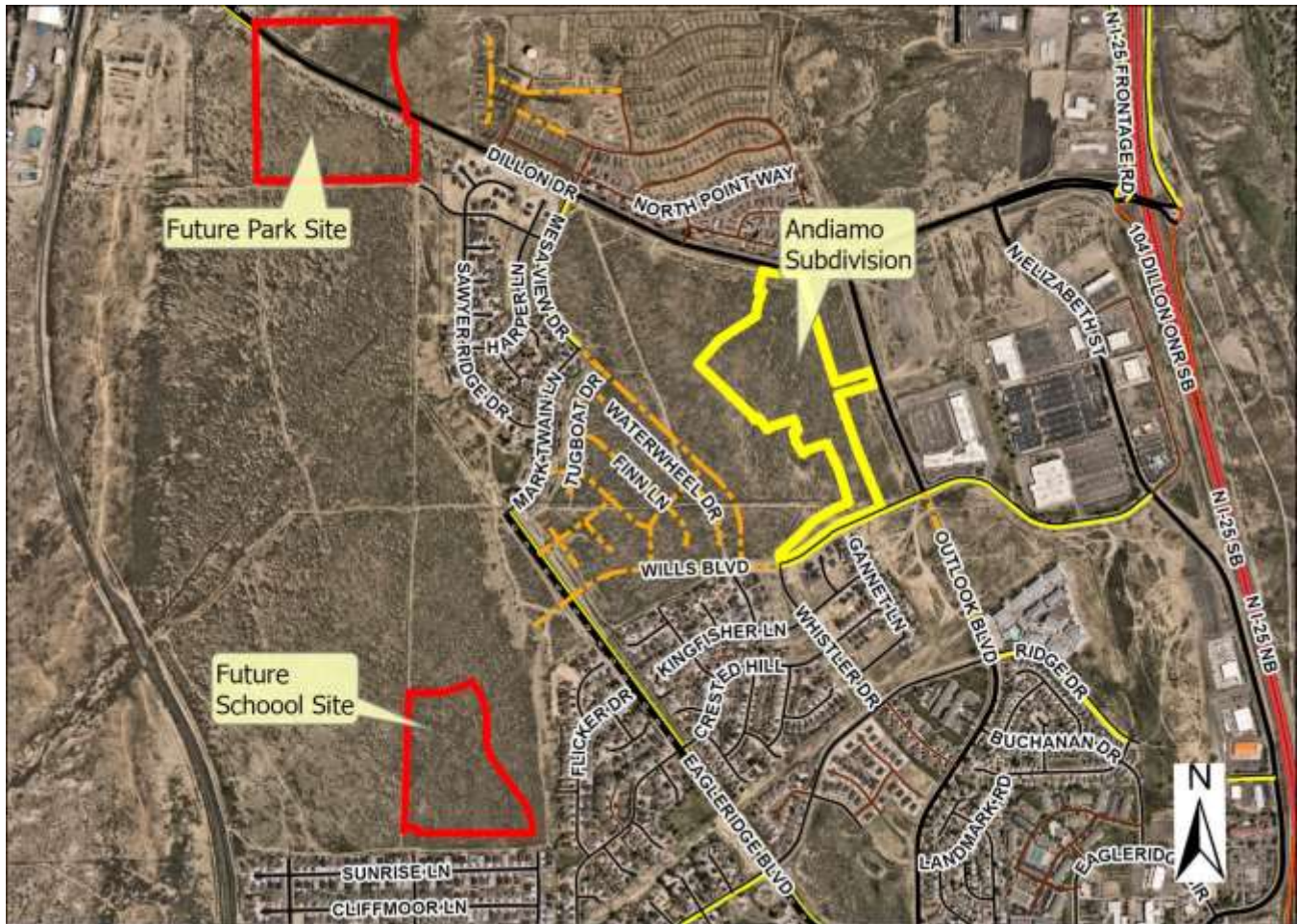
C. Comprehensive Plan Map



D. Site Photo & Public Notice



E. Supporting Documents



ANDIAMO SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SW ¼ OF THE SW ¼ OF SECTION 1 AND THE SE ¼ OF SECTION 2 AND THE NE ¼ OF THE NE ¼ OF SECTION 11 AND THE NW ¼ OF THE NW ¼ OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

KNOW ALL MEN BY THESE PRESENT: that W L Enterprises, Ltd., a New Mexico limited partnership being the sole owner of the following described parcels of land:

A parcel of land located within a portion of the SW ¼ of the SW ¼ of Section 1 and the SE ¼ of Section 2 and the NE ¼ of the NE ¼ of Section 11 and the NW ¼ of the NW ¼ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian. City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows.

COMMENCING at the intersection of the westerly right of way line of Outlook Boulevard and the southerly right of way line of Dillon Drive; thence along the arc of a curve to the right whose center bears N 14°59'41"W (bearing based on the line between NGS control monument JK0064 monumented with a brass cap in concrete stamped "B4 1925" and NGS control monument JK 1355 monumented with a brass cap in concrete stamped "9723 1983 USC" to bear N 45°07'02"W) and having a central angle of 15°56'21" and a radius of 1100.00 feet a distance of 306.01 feet to the **TRUE POINT OF BEGINNING**; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 159.12 feet; thence S 43°02'50"W, a distance of 56.67 feet; thence along the arc of a non-tangent curve to the right whose center bears S 43°02'50"W and having a central angle of 29°30'57" and a radius of 380.00 feet, a distance of 195.76 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 506.94 feet; thence N 72°33'47"E, a distance of 300.00 feet to a point on the said westerly right of way line of Outlook Boulevard; thence S 17°26'13"E along the said westerly right of way line of Outlook Boulevard, a distance of 100.00 feet; thence S 72°33'47"W, a distance of 300.00 feet; thence S 17°26'13"E, parallel to the said westerly right of way line of Outlook Boulevard, a distance of 10.00 feet; thence along the arc of a curve to the right having a central angle of 34°29'07" and a radius of 230.00 feet a distance of 138.43 feet; thence S 72°57'06"E, a distance of 25.00 feet; thence N 72°33'47"E, a distance of 19.81 feet; thence southerly and parallel to the said westerly right of way line of Outlook Boulevard the following three (3) courses;

1. S 17°26'13"E, a distance of 60.18 feet;
2. Along the arc of a curve to the left having a central angle of 05°07'28" and a radius of 2850.00 feet, a distance of 254.90 feet;
3. S 22°33'41"E, a distance of 479.03 feet to a point on the northerly right of way line of Wills Boulevard.

thence westerly along said northerly right of way line of Wills Boulevard the following four (4) courses;

1. S 66°15'42"W, a distance of 344.55 feet;
2. Along the arc of a curve to the left having a central angle of 14°57'19" and a radius of 605.00, a distance of 157.92 feet;
3. S 51°18'23"W, a distance of 167.94 feet;
4. Along the arc of a curve to the right having a central angle of 26°01'15" and a radius of 525.00 feet, a distance of 238.43 feet;

thence N 01°33'34"W, a distance of 50.50 feet; thence N 45°28'50"E, a distance of 369.68 feet; thence along the arc of an non-tangent curve to the right whose center bears S 38°41'37"E and having a central angle of 14°57'19" and a radius of 736.00 feet; thence N 66°15'42"E, a distance of 120.44 feet; thence N 16°18'28"W, a distance of 262.22 feet; thence N 23°54'07"W, a distance of 239.98 feet; thence S 65°54'43"W, a distance of 11.06 feet; thence N 19°53'36"W, a distance of 101.59 feet; thence along the arc of a non-tangent curve to the right whose center bears N 19°53'36"W and having a central angle of 02°27'33" and a radius of 230.00 feet, a distance of 9.86 feet; thence N 17°26'13"W, a distance of 160.22 feet; thence S 66°17'52"W, a distance of 56.72 feet; thence S 52°02'38"W, a distance of 117.39 feet; thence S 35°40'48"W, a distance of 129.93 feet; thence N 54°19'12"W, a distance of 100.00 feet; thence S 35°40'48"W, a distance of 32.11 feet; thence N 54°19'12"W, a distance of 60.00 feet; thence N 46°14'34"W, a distance of 720.61 feet; thence N 43°45'26"E, a distance of 100.00 feet; thence N 46°14'34"W, a distance of 35.97 feet; thence N 43°45'26"E, a distance of 160.00 feet; thence N 56°43'55"E, a distance of 327.42 feet; thence N 13°31'53"E, a distance of 100.77 feet; thence S 76°28'07"E, a distance of 3.30 feet; thence N 13°31'53"E, a distance of 100.00 feet; thence N 76°28'07"W, a distance of 23.02 feet; Thence N 13°31'53"E, a distance of 170.00 feet to a point on the said southerly right of way line of Dillon Drive; thence easterly along the said southerly right of way line of Dillon Drive the following two (2) courses;

1. S 76°28'07"E, a distance of 60.68 feet;
2. Along the arc of a curve to the left having a central angle of 12°35'13" and a radius of 1100.00 feet, a distance of 241.65 feet to the **TRUE POINT OF BEGINNING**.

Said parcel contains 25.116 acres, more or less.

Has caused the foregoing described property to be surveyed, platted and subdivided into two (2) parcels and Seventy Six (76) lots, blocks and has shown hereon certain easements for Public Utilities, Drainage and pedestrian and the same to be numbered, platted, subdivided, dimensioned, and named as shown on the annexed plat, for the purpose of creating a subdivision to be known as Andiamo Subdivision.

"All of the streets, easements for public utilities, pedestrian and drainage shown hereon are hereby dedicated to the city for the perpetual use of the public, with respect to all easements for city utilities including but not limited to sanitary, stormwater services and whether designated as a drainage easement, public utility easement or otherwise hereon. The City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said city utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located."

"Drainage facilities located within drainage easements and pedestrian walkways shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the stormwater facility maintenance agreement dated _____ and filed contemporaneously with the annexed plat."

"Parcel A is hereby reserved for sports and other athletic amenities for the sole use of the lot owners within the subdivision to be owned and maintained by all owners within the subdivision and the owners within the remaining (id masterplan) area.

"Parcel B is hereby reserved for drainage and detention to be owned and maintained by all owners within the subdivision and the owners of the following property to be served by the drainage facility in Parcel B according to the terms and conditions of the stormwater facilities maintenance agreement referenced herein:

Future filings of Andiamo Subdivision consisting of a total of 86.24 acres and described in its entirety as follows:

A parcel of land located within a portion of the SW ¼ of Section 1 and the S ½ of Section 2 and the NE ¼ of Section 11 and the NW ¼ of Section 12, Township 20 South, Range 65 West of the Sixth Principal Meridian, City of Pueblo, County of Pueblo, State of Colorado, being more particularly described as follows.

All that property bounded on the south by Wills Boulevard and on the west by Mesa View Drive and on the north by Dillon Drive and on the east by Outlook Boulevard;

EXCEPTING THEREFROM:

Those all those areas not served by the regional detention pond located within Parcel B, Andiamo Subdivision.

AND FURTHER EXCEPTING:

Two parcels of land consisting of 5.83 acres and 6.42 acres located east of the eastern boundary line of Andiamo Subdivision and westerly right of way line of said Outlook Boulevard.

Parcel B in its entirety is subject to the easements shown thereon."

Parcel C is hereby dedicated to the City of Pueblo for the purposes of drainage and subject to the below notice pertaining to acceptance of public facilities.

The depth of sanitary sewer lines within this subdivision is conducive to the construction of basements on all lots.

"A formal environmental assessment for this subdivision has not been performed; however, to the best of the undersigned owner's knowledge, information, and belief, there are no known hazardous substances present within this subdivision."

In witness whereof the following have set their hand:

**W L ENTERPRISES, LTD., A NEW MEXICO
LIMITED PARTNERSHIP
BY: DEE ROGERS-BROWN, PROJECT MANAGER**

**STATE OF COLORADO)
S.S.
COUNTY OF PUEBLO)**

The foregoing instrument was acknowledged before me this ____ day of _____, 2024 by Dee Rogers-Brown, Project Manager of W L Enterprises, Ltd., a New Mexico limited partnership.

NOTARY PUBLIC _____ My Commission Expires: _____

IMPROVEMENTS CERTIFICATION:
This is to certify that the Subdivider has complied with Alternate No. 4 of Title 12-4-7 (I) (1) and Section 12-4-5(b), of the 1971 Code of Ordinances, City of Pueblo, County of Pueblo, State of Colorado.

DIRECTOR OF PUBLIC WORKS **DATE**

PLANNING COMMISSION CERTIFICATION:
This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

CHAIRPERSON PLANNING COMMISSION **DATE**

APPROVAL FOR RECORDING:
Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Andiamo Subdivision has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

CITY CLERK **DATE**

LAND SURVEYOR'S CERTIFICATION: **I, ROCKY L. MANGINI**, a Professional Land Surveyor registered in the State of Colorado, hereby certify to W L Enterprises, Ltd., a New Mexico limited partnership, that a survey of the above described premises was conducted under my responsible charge in March 2016 and that this plat of Andiamo Subdivision, complies with the requirements of Plats and maps as set forth in Section 38-33-3-209 et, seq. C.R.S. 1992 and with the minimum standards for Land Survey and Plats as set forth in Section 38-51-106 et. seq. C.R.S. 1994.

**ROCKY L. MANGINI
PROFESSIONAL LAND SURVEYOR NO. 16128** **DATE**

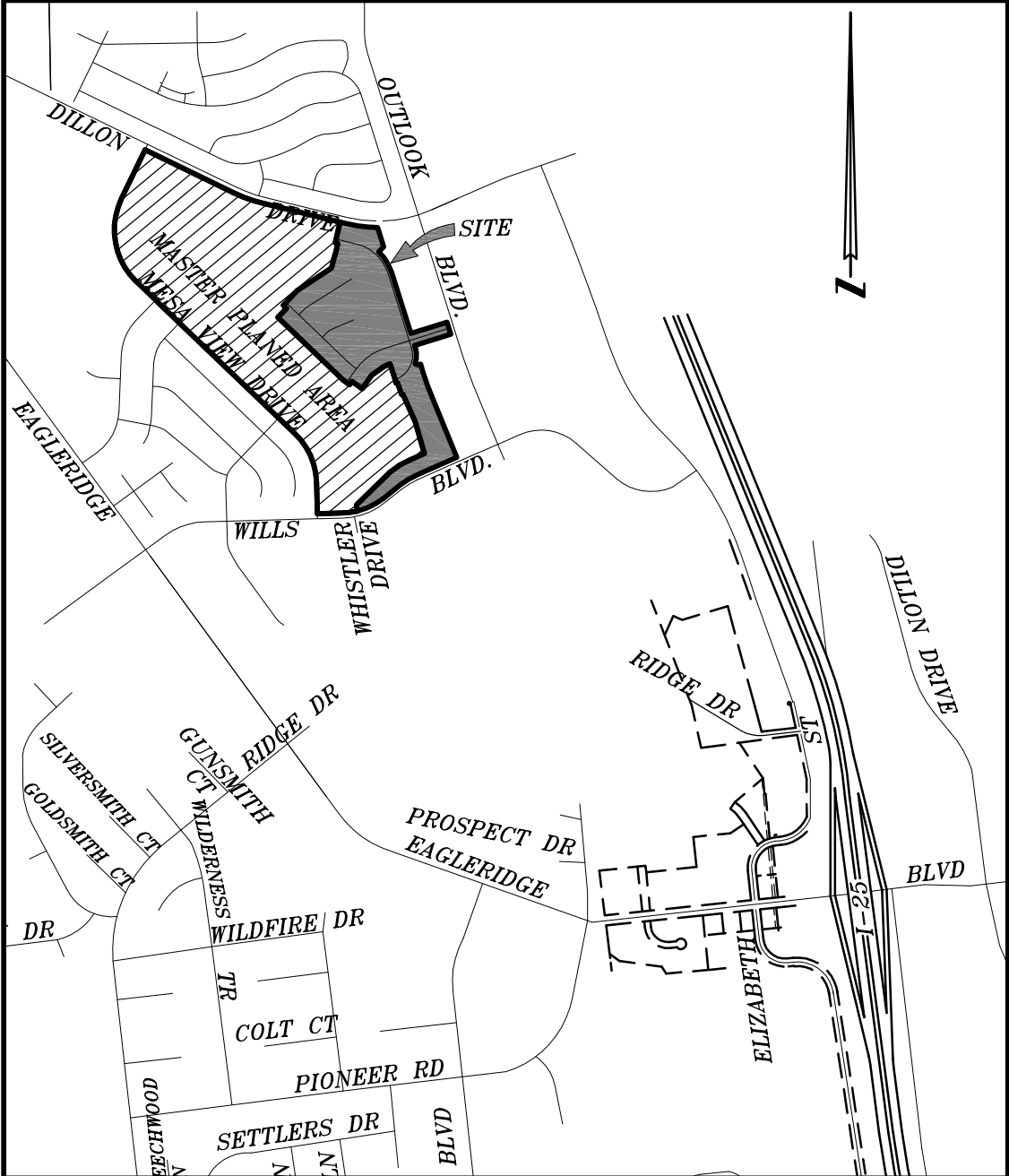
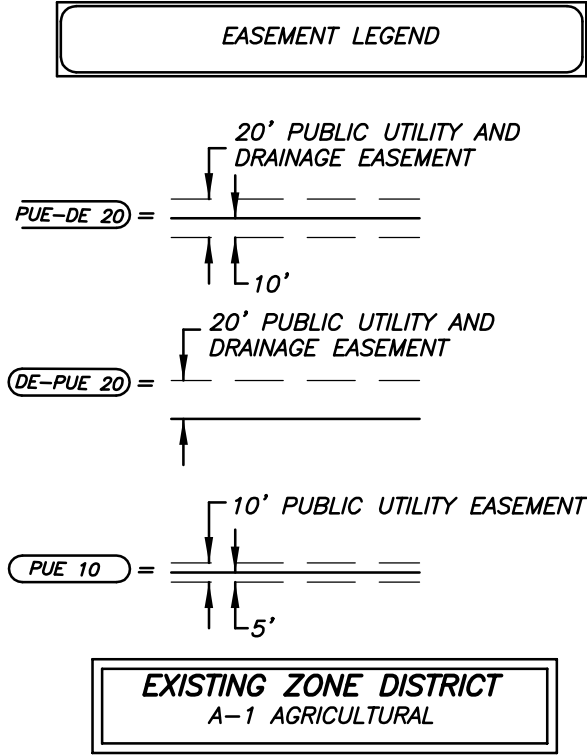
Notice is hereby given that acceptance of this platted subdivision by the City of Pueblo, does not constitute an acceptance of the roads, park, and other public improvements for maintenance by the City. Until such roads and other parks and public improvements meet the requirements, standards and specifications of the City, its subdivision ordinance and where appropriate, its Park's Department specifications, and such are specifically approved and accepted in writing by the City Director of Public Works and where applicable, the City Director of Parks and Recreation, the maintenance, construction, and all other matters pertaining to or affecting said roads, parks and other public improvements and right-of-way are the sole responsibility of the Subdivider or any subsequent owners of the land within this subdivision, et;

NOTES:
1. A search for recorded rights of way and easements was done by Fidelity National Title Insurance Company, File 320-F07774-23 with an Effective date of June 23, 2023 at 12:00AM.
2. All distances shown hereon are in U.S. feet.
3. Bearings based on the centerline of Elizabeth Street monumented on both ends with a No.6 rebar with a 2 1/2" aluminum in cast iron monument box cap PLS 16128 to bear N 15°08'15"E based on the Colorado State Plane Coordinate System South Zone, utilizing National Geodetic Survey Control Monuments JK1355 and JK0064, with all bearings contained herein being relative thereto.
4. Distances shown hereon, except as noted, are ground distances. The combination factor for this plat is 1.000251300. The ground distance when divided by the combination factor will provide the grid distance and the ground coordinates when divided by the combination factor will provide the grid coordinates based on the Colorado State Plane Coordinate System of 1983 South Zone on the North American Datum of 1983. The NGS Control Monuments used for this survey are JK1355 and JK0064. Coordinates shown hereon, except as noted, are ground coordinates.

- PROPERTY MAY BE SUBJECT TO :** (As numbered within the title policy)
1. All taxes and assessments now due or payable.
 2. RESERVATIONS AS CONTAINED IN PATENT OF THE UNITED STATES RECORDED SEPTEMBER 17, 1885 IN BOOK 49 AT PAGE 202 AND BOOK 49 AT PAGE 203.
 3. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED APRIL 05, 1937 IN BOOK 836 AT PAGE 108 at RECEPTION NO. 567830. NOTE: PARTIAL RELEASE IN CONNECTION WITH SAID EASEMENT RECORDED DECEMBER 10, 2003 UNDER RECEPTION NO. 1540917 AND RECEPTION NO. 1540918.
 4. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN RIGHT OF WAY AND EASEMENT RECORDED OCTOBER 10, 1952 IN BOOK 1194 AT PAGE 497 AT RECEPTION NO. 922083. ASSIGNMENT RECORDED JUNE 09, 1972 IN BOOK 1721 AT PAGE 17 AT RECEPTION NO. 429152. NOTE: QUITCLAIM DEED IN CONNECTION WITH SAID EASEMENT RECORDED DECEMBER 17, 2003 UNDER RECEPTION NO. 1542101. NOTE: RELEASE OF EASEMENT IN CONNECTION WITH SAID EASEMENT RECORDED MAY 13, 2022 UNDER RECEPTION NO. 2276932.
 5. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED JUNE 11, 1956 IN BOOK 1300 AT PAGE 223 AT RECEPTION NO. 16015.
 6. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT RECORDED FEBRUARY 07, 1964 IN BOOK 1537 AT PAGE 757 AT RECEPTION NO. 246908.
 7. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN ACCESS AND WATER MAIN EASEMENT RECORDED MAY 16, 1996 IN BOOK 2892 AT PAGE 84 AT RECEPTION NO. 1121814.
 8. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS OF EASEMENT AND RIGHT OF WAY RECORDED MAY 16, 1996 IN BOOK 2892 AT PAGE 87 AT RECEPTION NO. 1121816.
 9. Easement and Right of Way recorded November 8, 2001 at Reception No. 1410528.
 10. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT FOR UNDERGROUND ELECTRIC & COMMUNICATIONS LINES RECORDED DECEMBER 17, 2003 UNDER RECEPTION NO. 1542105.
 11. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF WATER MAIN ASSESSMENT RECORDED JULY 21, 2004 UNDER RECEPTION NO. 1576453.
 12. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE LOWER ARKANSAS VALLEY WATER CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED DECEMBER 13, 2002, UNDER RECEPTION NO. 1474320 AND NOTICE RECORDED JANUARY 4, 2010 UNDER RECEPTION NO. 1829179.
 13. THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE PUEBLO CONSERVANCY DISTRICT, AS EVIDENCED BY INSTRUMENT RECORDED AUGUST 01, 2007, UNDER RECEPTION NO. 1736292 AND RECORDED FEBRUARY 15, 2013 UNDER RECEPTION NO. 1934215 AND PUEBLO CONSERVANCY DISTRICT MAP RECORDED DECEMBER 11, 2009 UNDER RECEPTION NO. 1829096.
 14. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT DEED BY COURT ORDER IN SETTLEMENT OF LANDOWNER ACTION RECORDED JUNE 05, 2013 UNDER RECEPTION NO. 1944908.
 15. TERMS, CONDITIONS, PROVISIONS, BURDENS, OBLIGATIONS AND EASEMENTS AS SET FORTH AND GRANTED IN EASEMENT AND RIGHT OF WAY RECORDED JANUARY 29, 2021 UNDER RECEPTION NO. 2210713.
 16. TERMS, CONDITIONS, PROVISIONS, BURDENS AND OBLIGATIONS AS SET FORTH IN NOTICE OF WATER MAIN ASSESSMENT RECORDED JULY 14, 2022 UNDER RECEPTION NO. 2284257.
 17. Rights of Way for Dillon Drive on the North and for Outlook Boulevard on the East and for Wills Boulevard on the South as they exist.

NOTICE : According to C.R.S. 13-80-105, you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certificate shown hereon.

BENCH MARK
TRIANGLE ON CURB HEAD,
SOUTH END RADIUS AT SW CORNER
OF INTERSECTION OF RIDGE DRIVE
AND ELIZABETH STREET
ELEVATION = 4867.49
CITY OF PUEBLO DATUM



VICINITY MAP
(NOT TO SCALE)

Mangini & Associates Inc.

Professional Engineers and Professional Land Surveyors

P.O. Box 8505 – Pueblo, CO 81008
(719) 544-0865 Fax (719) 676-2853

OWNER/TITLE: W.L. ENTERPRISES INC.

JOB DESCRIPTION: ANDIAMO SUBDIVISION

DETAILED BY: RLM

JOB NUMBER: 2021-092

FILE NAME: 2021-092

REF JOB NO.:

DATE: JULY 06, 2023

SCALE: 1" = 100'

SHEET NO.

1 OF 2

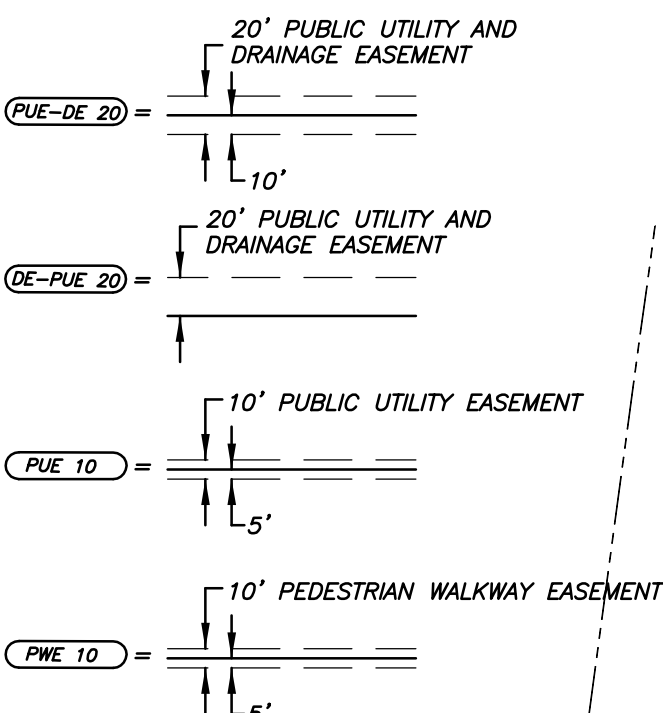
#	DATE	REVISIONS (COMMENTS)	CHECKED BY
1	10-22-24	Revised plot wording	
2	10-29-24	Revised plot wording & Sht. 1 & 2	

ANDIAMO SUBDIVISION

A PARCEL OF LAND LOCATED WITHIN A PORTION OF THE SW 1/4 OF THE SW 1/4 OF SECTION 1 AND THE SE 1/4 OF SECTION 2 AND THE NE 1/4 OF THE NE 1/4 OF SECTION 11 AND THE NW 1/4 OF THE NW 1/4 OF SECTION 12, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE SIXTH PRINCIPAL MERIDIAN. CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BENCH MARK
TRIANGLE ON CURB HEAD,
SOUTH END RADIUS AT SW CORNER
OF INTERSECTION OF RIDGE DRIVE
AND ELIZABETH STREET
ELEVATION = 4867.49
CITY OF PUEBLO DATUM

EASEMENT LEGEND



CURVE TABLE

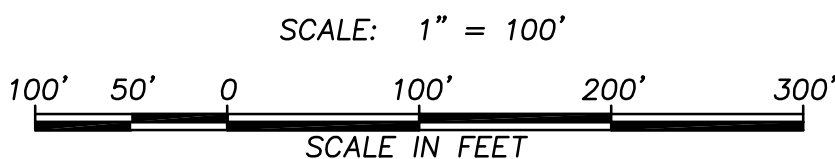
CURVE	LENGTH	RADIUS	DELTA
C1	11.04'	460.00'	01°22'31"
C2	NOT USED		
C3	241.65'	1100.00'	12°35'13"
C4	19.89'	170.00'	06°42'07"
C5	49.26'	430.00'	06°33'51"
C6	76.73'	430.00'	10°13'28"
C7	76.73'	430.00'	10°13'27"
C8	74.08'	430.00'	09°52'13"
C9	23.39'	200.00'	06°42'07"
C10	26.90'	230.00'	06°42'07"
C11	95.84'	490.00'	11°12'23"
C12	44.00'	490.00'	05°08'40"
C13	53.09'	490.00'	06°13'10"
C14	50.60'	490.00'	06°55'02"
C15	30.02'	490.00'	03°30'36"
C16	NOT USED		
C17	83.10'	200.00'	23°48'21"
C18	95.56'	230.00'	23°48'21"
C19	70.63'	170.00'	23°48'21"
C20	57.51'	230.00'	14°16'33"
C21	38.26'	230.00'	09°31'48"
C22	NOT USED		
C23	67.89'	52.00'	74°48'13"
C24	58.96'	52.00'	64°57'53"
C25	43.11'	52.00'	47°30'00"
C26	49.70'	52.00'	54°45'56"
C27	55.42'	230.00'	13°48'21"
C28	40.96'	170.00'	13°48'21"
C29	48.19'	200.00'	13°48'21"
C30	51.52'	230.00'	12°50'03"
C31	3.90'	230.00'	00°58'18"
C32	5.04'	52.00'	05°33'10"
C33	62.67'	52.00'	69°03'18"
C34	37.36'	52.00'	41°09'43"
C35	38.71'	52.00'	42°39'25"
C36	38.27'	52.00'	42°10'01"
C37	34.62'	52.00'	38°08'46"
C38	46.10'	52.00'	50°47'29"
C39	65.60'	320.00'	26°01'12"
C40	78.94'	320.00'	23°34'54"
C41	78.94'	320.00'	02°26'18"
C42	78.94'	320.00'	23°48'21"
C43	27.26'	320.00'	23°48'21"
C44	34.99'	380.00'	23°48'21"
C45	60.97'	380.00'	09°11'33"
C46	99.80'	380.00'	15°02'51"
C47	195.76'	380.00'	29°30'57"
C48	8.22'	1100.00'	00°25'42"
C49	68.96'	1100.00'	03°35'31"
C50	76.00'	1100.00'	03°57'31"
C51	88.47'	1100.00'	04°36'29"
C52	28.43'	525.00'	26°01'15"
C53	NOT USED		
C54	157.92'	605.00'	14°57'19"
C55	192.11'	736.00'	14°57'19"
C56	138.43'	230.00'	34°29'07"
C57	45.29'	170.00'	15°15'56"
C58	78.06'	170.00'	26°18'36"
C59	72.55'	170.00'	24°27'06"
C60	71.13'	170.00'	23°58'22"
C61	66.51'	230.00'	16°34'04"
C62	58.23'	230.00'	14°30'22"
C63	30.02'	230.00'	07°28'43"
C64	58.23'	230.00'	14°30'21"
C65	9.86'	230.00'	02°27'33"
C66	81.45'	2850.00'	01°38'15"
C67	44.02'	2850.00'	00°53'06"

LINE TABLE

LINE	LENGTH	BEARING
L1	11.06'	S 65°54'43"W
L2	101.59'	N 19°53'36"W
L3	160.22'	N 17°26'13"W
L4	56.72'	S 66°17'52"W
L5	129.93'	S 35°40'48"W
L6	100.00'	N 54°19'12"W
L7	32.11'	S 35°40'48"W
L8	35.97'	N 46°14'34"W
L9	100.77'	N 13°31'53"E
L10	3.30'	S 76°28'07"E
L11	100.00'	N 13°31'53"E
L12	23.02'	N 76°28'07"W
L13	60.68'	S 76°28'07"E
L14	24.23'	N 35°40'48"E
L15	60.00'	N 54°19'12"W
L16	27.39'	N 52°56'41"W
L17	15.46'	N 46°14'34"W
L18	27.73'	N 52°56'41"W
L19	4.40'	N 72°33'47"E
L20	25.00'	N 22°26'13"W
L21	9.11'	N 20°13'22"W
L22	37.19'	N 43°45'26"E
L23	7.19'	N 43°45'26"E
L24	169.12'	S 17°26'13"E
L25	NOT USED	
L26	NOT USED	
L27	23.00'	N 43°45'26"E
L28	28.59'	N 61°34'01"E
L29	27.59'	N 67°33'47"E
L30	22.21'	N 72°33'47"E
L31	25.00'	N 31°58'01"W
L32	12.42'	N 43°45'26"E
L33	42.42'	N 43°45'26"E
L34	24.73'	N 57°33'47"E
L35	10.00'	N 34°40'11"W
L36	4.02'	N 63°26'10"W
L37	7.92'	N 76°28'07"W
L38	9.67'	N 43°45'26"E
L39	11.23'	N 76°28'07"W
L40	29.34'	N 76°28'07"W
L41	56.67'	S 43°02'50"W
L42	167.94'	S 51°18'23"W
L43	50.50'	N 01°33'34"W
L44	44.21'	N 72°33'47"E
L45	52.15'	N 17°26'13"W
L46	21.54'	N 23°44'18"W
L47	32.07'	N 72°33'47"E
L48	NOT USED	
L49	NOT USED	
L50	25.00'	N 72°57'06"W
L51	19.81'	N 72°33'47"E
L52	60.18'	N 17°26'13"W
L53	10.00'	S 17°26'13"E

RADIAL BEARINGS

BEARING	RADIAL BEARING
R1	N 13°06'11"E
R2	N 09°30'40"E
R3	N 05°33'09"E
R4	N 00°56'40"E
R5	S 87°12'02"E
R6	N 22°19'43"E
R7	N 16°46'33"E
R8	N 32°19'43"E
R9	S 77°12'09"E
R10	S 46°28'04"E
R11	S 38°13'41"E
R12	S 20°56'48"E
R13	NOT USED



(P) = PLAT DIMENSION (EAGLERIDGE ESTATES, RECEPTION NO. 1410522)
- NVA - = NO VEHICULAR ACCESS

Mangini & Associates Inc.

Professional Engineers and Professional Land Surveyors

P.O. Box 8505 - Pueblo, CO 81008
(719) 544-0865 Fax (719) 676-2853



OWNER/TITLE: W.L. ENTERPRISES INC. JOB DESCRIPTION: ANDIAMO SUBDIVISION	DATE: JULY 06, 2023
DETAILED BY: RLM	SCALE: 1" = 100'
JOB NUMBER: 2021-092	SHEET NO.
FILE NAME: 2021-092	2 OF 2
REF JOB NO.:	

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: November 6th, 2024

Subject: S-23-07 Andiamo Subdivision

S-23-07 Andiamo Subdivision: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, November 6, 2024.
Plat Deficiencies:	None
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	• Provide an easement document to the City to establish an emergency secondary access road. • Dillon Dr. must be designated “NVA,” no vehicular access, on the plat. • The plat dedication language reading, “All of the streets, easements for public utilities, pedestrian and drainage shown heron are hereby dedicated to the city for the perpetual use of the public...” shall be amended to read, “All of the streets, easements for public utilities, pedestrian and drainage shown heron are hereby dedicated to the public for perpetual use...” • The plat dedication language reading, “and the owners within the remaining (id masterplan) area” shall be deleted. • The plat language “and the owners of the following property to be served by the drainage facility in Parcel B... Two parcels of land consisting of 5.83 acres and 6.42 acres located east of the eastern boundary line of Andiamo Subdivision and westerly right of way line of said Outlook Boulevard” shall be deleted. • The plat language “Parcel B in its entirety is subject to the easements shown thereon” shall be deleted.

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info	Property Owner		Applicant			
	Name: Dee Rogers-Brown, Project Manager <i>Gen. Manager</i>		Name: Leah Willey			
	Company W L Enterprises LTD		Company:			
	Address: PO BOX 11677	Zip: 81001	Address: PO BOX 9024	Zip: 81008		
	Phone: (719) 924-0317		Phone: ()			
	Email: deebrownp51@gmail.com		Email: leahwilley450@gmail.com			
	Engineer		Surveyor			
	Name: Joseph V Gagliano		Name: Rocky Mangini			
	Company: Gagliano Engineering Inc.		Company:			
	Address: 1740 Eagleridge Blvd.	Zip: 81008	Address:	Zip:		
Property Info	Phone: (719) 547-7073		Phone: (719) 250-3060			
	Email: jvg@incasys.com		Email: rmangini@ghvalley.net			
	<i>The applicant will be the primary contact unless otherwise noted.</i>					
Project Scope	Project Location: (address or general description)					
	Parcel No(s): 502000020, 501000071, and 511000050					
	Existing Zone: A1		Proposed Zone (if applicable): R2			
	PUD Name (if applicable):					
	Project Name: Andiamo Subdivision - Phase I					
	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____					
	☐ Overall Development Plan					
	☐ Site Plan Review: Building area: _____sf ○ HARP ○ Development Plan ○ PUD ○ Student Housing					
	☐ Special Area Plan					
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____					
	☒ Subdivision: # of lots: 75 Total acres: 38.3					
	☐ Text Amendment					
	☐ Vacation: ○ Street ○ Alley ○ Easement ○ Other: _____					
	☐ Other: _____					

(Continue Next Page)

Project Information	Provide a brief description of the proposed request:		
	Subdivision		
	What is the total acreage included in the project? 38.3		
	What is the proposed use of the property?		
	☒ Commercial ☐ Multi-family ☒ Residential ☐ Industrial ☐ Other		
Attachments	Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☐ No		
	If yes, please list:		
Terms	Attachment Checklist The following list of attachments are required to accompany all applications:		
	☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) ☒ C. Additional information as required by the P&Z Submittal Requirements Sheet .		
Signatures	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:		
	1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.		
Signatures	Property Owner		
	Print Name:	Dee Rogers-Brown	
	Signature:	<i>Dee Rogers Brown</i>	Date: <i>9-13-2023</i>
	Applicant, if different from Property Owner		
Signatures	Print Name:	Leah Willey	
	Signature:	<i>Leah Willey</i>	Date: 9/14/23
Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

Department of Public Works
Transportation Department

MEMO

TO: Mikaylin Hackley & Development Team
FROM: Melanie Turner, Traffic Engineer
DATE: 11/5/2024
SUBJECT: P&Z comments at conditions
Andiamo Subdivision

Comments:

1. Andiamo Drive is NOT going to align/connect with Kingfisher Drive. Please note, that this must continue to be the case in future filings of this area. In future filings, if the layout changes so that Andiamo does align/connect with Kingfisher, then the street name will need to change from Andiamo Drive to Kingfisher Drive.
2. Andiamo is not an Arterial, although the proposed width is arterial width (100').
3. Roadway width and median configuration on Andiamo Drive will not necessarily be as shown on the utility plan. Roadway design of Andiamo is forthcoming.
4. The purpose of the roadway classification table is to show the proposed maximums, minimums, etc., not just to repeat what the requirement is. See marked-up roadway classification table. The roadway classification table will need to be updated before approval of Part II.
5. A monetary contribution will be required for the signal or roundabout at the intersection of Dillon and Elizabeth.
6. Turn-around Easements will be required for all dead-end roads before approval of Part II.
7. Since a median is not required (and neither are any amenities in the median), the City will not maintain the median and its amenities. A separate maintenance agreement may be required in Part II.
8. Will there be an HOA? If so, provide a declaration of covenants.

P&Z Conditions:

1. Add a dedication statement for the pedestrian walkway easement to the plat. This must be done before being scheduled for City Council.
 - a. "The Pedestrian Walkway Easement is hereby dedicated to the public for perpetual use."
2. Designate the frontage of Dillon as "No vehicular access (NVA)." Also provide a statement acknowledging NVA on the first page of the plat.

ROADWAY CLASSIFICATION DESIGN STANDARDS

Roadway Classification:	Minor Arterial: Street Names		Residential Local: Street Names	
	Andiamo Drive from Outlook Blvd. to Bella Corte Dr.		Calabria Court Bella Corte Drive Andiamo Drive Starboard Lane Verona Court	
Roadway Classification:	Minor Arterial		Residential	Local - 36'
	Requirement	Proposed	Requirement	Proposed
Right of Way (ROW) Width	100' 104' with median	100'	60'	60'
Roadway width (FL to FL)	67'	27' IN-13'MED- 27' OUT	36'	36'
Median Width	N/A	13'	N/A	N/A
Number of Travel Lanes	5 (incl. LT)	4 (see report)	2	2
Left Turn Lanes Required	Y	TBD	N	N
Right Turn Lanes Required	Y**	N (see report)	N	N
Designated Shoulder / Bike	Y	N	N	N
Shoulder / Bike Lane Width (including gutter)	6'	N/A	N/A	N/A
On-Street Parking Lane Width	None	None	7'	7'
Off-Street Parking Requirements	Per Zoning Code	Per Zoning Code	Per Zoning Code	Per Zoning Code
Minimum Sidewalk Width	6'	6'	5'	5'
Sidewalk (Attached or Detached)	D	D	A or D***	A
Minimum Landscape Tree Yard	8'	8'	8'	8'
Posted Speed Limit, mph	35 - 40	25 - 30	25 - 30	25 - 30
Design Speed Limit, mph	45	45	30	30
Access	Limited - CDOT Access Code	Limited - CDOT Access Code	Minimal Restrictions	Minimal Restrictions
Driveway Configuration	Radius	Radius	Curb Cut	Mountable Curb
Curb Type (Vertical or Ramp)	V	V	V or R	R
Minimum Distance Between Intersections	"T" - 400' 4- WAY - 2640'	"T" - 400' 4- WAY - 2640'	125'	125'
Maximum Distance Between Intersections	2640'	2640'	1320'	1320'
Maximum Cul-de-sac Length	Not Allowed	Not Allowed	660'	660'
Minimum Centerline Radius	945' w/ normal crown or AASHTO	945' w/ normal crown or AASHTO	200'	200'
General Land Uses	All Areas	All Areas	Single Family Multi-Family	Single Family

This portion of Andiamo will function like a collector or business local street, although you're proposing a width of an arterial. Therefore, it doesn't meet the standards of any of them. What volume are you anticipating o this portion of Andiamo?

Why are the proposed roadway widths so wide? Even two 11-foot lanes only need 22' of roadway width. The roadway needs to transition smoothly to the narrower portion of Andiamo (west of the business area).

The median design, turn lanes, and striping still need to be assessed.

30

30

List the shortest distance, as proposed on the plan.

List the longest distance, as proposed on the plan.

List the smallest radius, as proposed on the plan.

* A 28' roadway width may be requested, removing parking, in unique situation, ie.

** Right turn lane warranted per CDOT access code.

***Detached sidewalk will require a pedestrain easment with an 8' landscape area.



ALTMAN, KEILBACH, LYTLE, PARLAPIANO & WARE, P. C.

ATTORNEYS AT LAW

229 COLORADO AVENUE

P. O. Box 333

PUEBLO, COLORADO 81002

(719) 545-7325

Fax No. 719-545-9437

E-MAIL ADDRESS:

lytle@altman-keilbach.com

JOHN J. KEILBACH
WM. DAVID LYTLE
DAVID E. WARE

JAMES W. PRESTON (1876-1966)
DAVID A. PRESTON (1914-1973)
LEO S. ALTMAN (1911-2001)

OF COUNSEL
DAVID C. PARLAPIANO

January 3, 2007

Ms. Gina Dutcher
City Clerk
City of Pueblo
City Hall
Pueblo, CO 81003

HAND DELIVERED

Dear Ms. Dutcher:

Re: WL Enterprises, Ltd.

Enclosed are the original recorded Special Warranty Deeds from WL Enterprises, Ltd. to the City of Pueblo for the donated sites, one for a possible future park site and one for the school site.

If you have any questions, please let me know.

Very truly yours,

Wm. David Lytle

Cc: Mr. Thomas E. Jagger
City Attorney

WDL/dlw
Encs.

SPECIAL WARRANTY DEED

WL ENTERPRISES, LTD., Grantor, for one dollar and other good and valuable consideration in hand paid, does hereby convey, transfer and sell unto the CITY OF PUEBLO, a Municipal Corporation, Grantee, all of its right, title and interest in and to the following described real property, located in the City and County of Pueblo, State of Colorado, to wit:

See attached Exhibit A

Which property is transferred together with all the appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or equity, of, in and to the above premises and described with the appurtenances, unto the Grantee, its, successors and assigns forever, subject to easements, restrictions, covenants of record and taxes for 2008 and subsequent years. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

The Grantor has caused this instrument to be signed this 21st day of December, 2007.

WL ENTERPRISES, LTD.

By

Wayne Lovelady

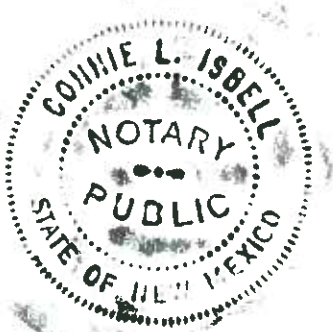
no self
gift deed

STATE OF New Mexico)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 21st day of December, 2007, by Wayne Lovelady, who is known to me and is the General Partner of WL ENTERPRISES, LTD. who endorses this instrument in his capacity as such.

My commission expires November 13, 2011

Witness my hand and official seal.



Connie L. Isbell
Notary Public

1753232 WD 12/31/2007 12:36:00 PM
Page: 1 of 2 R 11.00 D 0.00 T 11.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



PARK SITE DESCRIPTION

Exhibit A

A parcel of land located within the City of Pueblo, County of Pueblo, State of Colorado to-wit;

A parcel of land being a portion of the SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 2, Township 20 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows;

BEGINNING at the NW corner of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Thence S $89^{\circ}24'43''$ E along the north line of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1098.32 feet to a point on the proposed westerly right of way line of Dillon Drive; Thence southerly along said proposed right of way line the following two (2) courses;

- 1) S $00^{\circ}56'57''$ W, a distance of 151.22 feet;
- 2) Along the arc of a curve to the left having a central angle of $33^{\circ}40'57''$ and a radius of 995.00 feet a distance of 584.93 feet to a point on the east line of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$;

Thence S $02^{\circ}29'50''$ W along said east line, a distance of 631.57 feet to the SE corner of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Thence N $89^{\circ}26'15''$ W along the south line of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$, a distance of 1248.34 feet to the SW corner of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$; Thence N $00^{\circ}57'04''$ E along said west line of the said SW $\frac{1}{4}$ of the NW $\frac{1}{4}$ a distance of 1335.88 feet to the **POINT OF BEGINNING**;

EXCEPTING THEREFROM:

All of that road right of way described in that document filed for record October 5, 1992 in Book 2617 at Pages 298-299 in the records of the Pueblo County Clerk and Recorder.

Said parcel contains 33.30 acres.


PROFESSIONAL LAND SURVEYOR NO. 16128



1753232 WD 12/31/2007 12:36:00 PM
Page: 2 of 2 R 11.00 D 0.00 T 11.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



SPECIAL WARRANTY DEED

WL ENTERPRISES, LTD., Grantor, for one dollar and other good and valuable consideration in hand paid, does hereby convey, transfer and sell unto the CITY OF PUEBLO, a Municipal Corporation, Grantee, all of its right, title and interest in and to the following described real property, located in the City and County of Pueblo, State of Colorado, to wit:

See attached Exhibit A

Which property is transferred together with all the appurtenances thereto belonging, or in anywise appertaining, and the reversion and reversions, remainder and remainders, rents, issues and profits thereof, and all the estate, right, title, interest, claim, and demand whatsoever of the Grantor, either in law or equity, of, in and to the above premises and described with the appurtenances, unto the Grantee, its successors and assigns forever, subject to easements, restrictions, covenants of record and taxes for 2008 and subsequent years. The Grantor, for itself, its successors and assigns, does covenant and agree that it shall and will WARRANT AND FOREVER DEFEND the above premises in the quiet and peaceable possession of the Grantee, its successors and assigns, against all and every person or persons claiming the whole or any part thereof, by, through or under the Grantor.

The Grantor has caused this instrument to be signed this 21st day of December, 2007.

WL ENTERPRISES, LTD.

By Wayne Lovelady

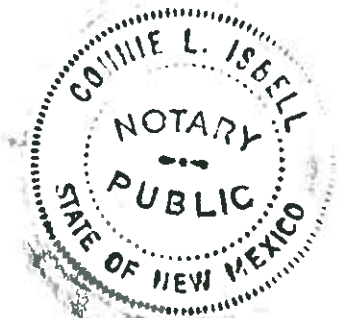
no SDF
8-74 deed

STATE OF New Mexico)
COUNTY OF Bernalillo) ss

The foregoing instrument was acknowledged before me this 21st day of December, 2007, by Wayne Lovelady, who is known to me and is the General Partner of WL ENTERPRISES, LTD. who endorses this instrument in his capacity as such.

My commission expires November 13, 2011

Witness my hand and official seal.



Connie L. Isbell
Notary Public

1753233 WD 12/31/2007 12:36:00 PM
Page: 1 of 3 R 16.00 D 0.00 T 16.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co





SCHOOL SITE DESCRIPTION

Exhibit A

A parcel of land located within the City of Pueblo, County of Pueblo, State of Colorado to-wit;

A parcel of land being a portion of the E $\frac{1}{2}$ of the NW $\frac{1}{4}$ of Section 11, Township 20 South, Range 65 West of the Sixth Principal Meridian, being more particularly described as follows;

BEGINNING at a point on the west line of the said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ from which the SW corner of the said E $\frac{1}{2}$ of the NW $\frac{1}{4}$ bears S 03°14'04"W, a distance of 140.19 feet; Thence N 03°14'04"E along the said west line, a distance of 1141.12 feet to a point on the proposed southerly right of way line of proposed future Wills Boulevard; Thence easterly along said southerly right of way line the following two (2) courses;

- 1) S 89°09'30"E, a distance of 173.34 feet;
- 2) Along the arc of a curve to the left having a central angle of 32°35'18" and a radius of 605.00 feet a distance of 344.11 feet to a point on the westerly right of way line of a proposed future street;

Thence southerly along said westerly right of way line the following six (6) courses;

- 1) S 34°35'20"E, a distance of 59.79 feet;
- 2) Along the arc of a curve to the right having a central angle of 34°51'00" and a radius of 470.00 feet a distance of 285.88 feet;
- 3) S 00°15'41"W, a distance of 127.76 feet;
- 4) Along the arc of a curve to the left having a central angle of 36°48'44" and a radius of 330.00 feet a distance of 212.02 feet;
- 5) S 36°33'04"E, a distance of 356.45 feet;
- 6) Along the arc of a curve to the right having a central angle of 36°35'27" and a radius of 455.00 feet a distance of 290.58 feet to a point on the northerly right of way line of a proposed future street;

Thence westerly along said northerly right of way line the following two (2) courses;

- 1) N 89°45'36"W, a distance of 907.53 feet;
- 2) Along the arc of a non-tangent curve to the left whose center bears S 55°00'20"W and having a central angle of 144°45'56" and a radius of 52.00 feet, a distance of 131.39 feet;

Thence N 89°45'36"W, a distance of 45.90 feet to the **POINT OF BEGINNING**;

Said parcel contains 20.00 acres.



PROFESSIONAL LAND SURVEYOR NO. 16128



1753233 WD 12/31/2007 12:36:00 PM
Page: 3 of 3 R 16.00 D 0.00 T 16.00
Gilbert Ortiz Clerk/Recorder, Pueblo County, Co



September 20, 2024

The City Planning and Zoning Commission will hold a public hearing on a request from **Leah Wiley** for the approval of the following applications, generally located south of Dillon Drive and west of Outlook Blvd.:

- Z-23-10 Andiamo Rezoning:** Rezone 25.994 acres from A-1, Agricultural One District to R-2, Single Family Residential District.
- S-23-07 Andiamo Subdivision:** Subdivision of 25.994 acres into single-family residential lots, drainage parcels, and open space parcels for future development.

The Planning and Zoning Commission meeting will be held on **October 9, 2024, at 3:30 p.m.** in City Council Chambers, 1 City Hall Pl. The meeting will be recorded and can be viewed via Zoom, but **no testimony will be heard virtually.**
You are welcome to attend this public hearing and express your viewpoint concerning this proposal. For plans, staff reports, and Zoom info, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing.
Please call the number below if you have questions.

Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

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Scott Hobson, Acting Director
Planning & Community Development
By Mikaylin Hackley, Planner
(719) 553-2259

CASE NUMBER: S-23-07

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Andiamo Subdivision to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

9/20/2024

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
K B J INVESTMENTS LLC	1700 FORTINO BLVD	PUEBLO	CO	81008-1858
EAGLERIDGE ESTATES				
HOMEOWNERS	1700 FORTINO BLVD	PUEBLO	CO	81008-1858
PANNUNZIO INC	200 W CITY CENTER DR	PUEBLO	CO	81003-1024
TRALON HOMES, LLC FKA				
SAINT AUBYN H	212 N WAHSATCH AVE STE 201	COLORADO SPRING	CO	80903
SKY CREEK HOMES LTD	215 S PURCELL BLVD	PUEBLO WEST	CO	81007-5083
SUN COMMUNITIES				
FUNDING II LLC	27777 FRANKLIN RD STE 200	SOUTHFIELD	MI	48034-8205
DEPARTMENT OF				
TRANSPORTATION STATE	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
LUJAN SHAUNDRA	5308 LAPWING CT	PUEBLO	CO	81008-2347
JOHNSON CALVIN E	5312 LAPWING CT	PUEBLO	CO	81008-2347
SEGURA				
DESIRAE/MEDELLIN				
ALAN	5405 GANNET LN	PUEBLO	CO	81008
VANMATRE SHANNON	5409 DARTER CT	PUEBLO	CO	81008
QUIMBY LUCAS ALAN	5409 GANNET LN	PUEBLO	CO	81008-9718
LAPWING INVESTMENTS				
LLC	6526 OLD BRICK RD STE 120 315	WINDERMERE	FL	34786-5839
W L ENTERPRISES LTD	PO BOX 9024	PUEBLO	CO	81008-0024