REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS - CITY HALL
#1 CITY HALL PLACE
MONDAY, January 24, 2022 7:00 P.M.

Individuals Requiring Special Accommodations Should Notify the City Clerk's Office (719) 553-2669 by Noon on the Friday Preceding the Meeting.

A. CALL TO ORDER: President Heather Graham

B. INVOCATION: Pastor Steve Cornella, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW AND APPROVAL OF THE AGENDA

Required Council Action: Review Agenda page by page. Amend the Agenda or Motion to Approve the Agenda as distributed.

I. READING AND APPROVAL OF MINUTES

Required Council Action: Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated ***Monday, January 10, 2022*** as distributed.

Documents:

01-10Minutes.pdf

J. COMMUNICATIONS

J.1. A Citizen Filed Ethics Complaint Against Regina Maestri

Required Council Action: Motion to Receive the Communication.

J.2. A Citizen Filed Ethics Complaint Against Vicente Martinez Ortega

Required Council Action: Motion to Receive the Communication.

K. PUBLIC HEARINGS - Petition For Annexation

K.1. Petition For Annexation - Area Commonly Known As The Wildhorse Annexation 1 Described As 80.40 Acres North Of The U.S. Highway 50 West/Pueblo Boulevard Interchange

This Public Hearing is held for the purpose of determining and finding whether or not the area proposed for annexation meets the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105. Reference Agenda Item **M-4 – Resolutions**

Required Council Action: Open Hearing, Receive Staff and Public Testimony regarding the applicable requirements for annexation, Close the Hearing

K.2. Petition For Annexation - Area Commonly Known As The Wildhorse Annexation 2 Described As 98.98 Acres North And West Of The Wildhorse Annexation 1 And East And West Of Wildhorse Road

This Public Hearing is held for the purpose of determining and finding whether or not the area proposed for annexation meets the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105. Reference Agenda Item **M-5 – Resolutions**

Required Council Action: Open Hearing, Receive Staff and Public Testimony regarding the applicable requirements for annexation, Close the Hearing

L. 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.

M. RESOLUTIONS

M.1. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $117,336 TO INDUSTRIAL CONSTRUCTORS/MANAGERS, INC., FOR PROJECT NO. 21A-054 INSTALLATION OF SHADE STRUCTURE AT LAKE MINNEQUA PARK AND OPEN SPACE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14787.pdf

M.2. A RESOLUTION APPROVING AMENDMENT #1 TO THE AGREEMENT FOR PROFESSIONAL DESIGN CONSULTING SERVICES IN THE AMOUNT OF $29,940 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOHANNAN HUSTON, INC. RELATING TO THE FINAL DESIGN FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14788.pdf
Amendment 1.pdf

M.3. A RESOLUTION ACCEPTING A GRANT AWARD OF TWO MOTORIZED POLICE BICYCLES WITH LIGHT/SIREN KITS, BAGS & ONE CARGO TRAILER FROM FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION

Documents:

Resolution_14789.pdf
Grant Award Notice.pdf

M.4. A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 1 DESCRIBED AS 80.40 ACRES NORTH OF THE U.S. HIGHWAY 50 WEST/PUEBLO BOULEVARD INTERCHANGE

Documents:

Resolution_14790.pdf
Petition_Annexation Plat_Impact Report.pdf

M.5. A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 2 DESCRIBED AS 98.98 ACRES NORTH AND WEST OF THE WILDHORSE ANNEXATION 1 AND EAST AND WEST OF WILDHORSE ROAD

Documents:

Resolution_14791.pdf
Petition_Annexation Plat_Impact Report.pdf

M.6. A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND CACTUS COMMUNICATIONS, INC., A COLORADO CORPORATION, ON BEHALF OF ITS CLIENT, THE COLORADO LOTTERY

Documents:

Resolution_14792.pdf
Agreement.pdf

M.7. A RESOLUTION FIXING AN ALTERNATE DAY FOR THE REGULAR CITY COUNCIL MEETING CURRENTLY SCHEDULED FOR THE SECOND MONDAY IN OCTOBER 2022 AND THE FOURTH MONDAY IN DECEMBER 2022

Documents:

Resolution_14793.pdf

M.8. A RESOLUTION DESIGNATING PUBLIC PLACES FOR THE POSTING OF NOTICE OF MEETINGS FOR THE PUEBLO CITY COUNCIL FOR THE YEAR 2022

Documents:

Resolution_14794.pdf

M.9. A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE POSTING OF NOTICE OF MEETINGS FOR ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY OF PUEBLO FOR THE YEAR 2022

Documents:

Resolution_14795.pdf

M.10. A RESOLUTION AUTHORIZING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A STUDY TO DETERMINE WHETHER THE NEIGHBORHOODS REFERRED TO AS BESSEMER, EILERS HEIGHTS AND THE GROVE ARE A SLUM, BLIGHTED AREA, OR A COMBINATION THEREOF, AND TO NOTIFY OWNERS OF PROPERTY IN THE AREA SUBJECT OF SUCH STUDY

Documents:

Resolution_14796.pdf
Smelter Proposed Study Area.pdf

M.11. A RESOLUTION CONFIRMING THE APPOINTMENTS OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2022

Documents:

Resolution_14797.pdf

M.12. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MELANIE RAPIER TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

Documents:

Resolution_14798.pdf
Application.pdf

N. ORDINANCES – FIRST PRESENTATION

N.1. AN ORDINANCE ESTABLISHING PROJECT AP2201 – SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION, BUDGETING AND APPROPRIATING $21,355 TO PROJECT AP2201, APPROVING A CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, TO CONDUCT THE ACQUISITION PER FAA REQUIREMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-1.pdf
Dibble Agreement.pdf
Grant Application.pdf
Department Certificatiion.pdf

N.2. AN ORDINANCE APPROVING AND ACCEPTING THE AMERICAN RESCUE PLAN ACT (ARPA) CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT OFFER, GRANT NO. 3-08-0046-045-2022, FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION, FOR FUNDS IN THE AMOUNT OF $10,477 TO PROVIDE RELIEF FROM RENT TO ELIGIBLE AIRPORT CONCESSIONS AT PUEBLO MEMORIAL AIRPORT, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING THE ARPA CONCESSIONS PROJECT NO. AP2202, AND BUDGETING AND APPROPRIATING $10,477 TO PROJECT NO. AP2202

Documents:

Ordinance_N-2.pdf
Grant Agreement.pdf

Department Certification.pdf

N.3. AN ORDINANCE ESTABLISHING THE FIRE STATION 6, 8 AND 11 PROJECT NO. CI2205, TRANSFERRING $600,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND AND BUDGETING AND APPROPRIATING $600,000 FOR SAID PROJECT

Documents:

Ordinance_N-3.pdf

N.4. AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING FOUR FULL-TIME COMMUNITY SERVICE OFFICERS TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT

Documents:

Ordinance_N-4.pdf

N.5. AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR COMMUNITY SERVICE OFFICER

Documents:

Ordinance_N-5.pdf

N.6. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT

Documents:

Ordinance_N-6.pdf

N.7. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO WEST METROPOLITAN DISTRICT, ACTING BY AND THROUGH THE PUEBLO WEST METROPOLITAN DISTRICT'S WATER AND WASTEWATER ENTERPRISE, RELATING TO A WATER LEASE AND STORAGE AGREEMENT ENTERED INTO BY SAID ENTERPRISE AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO

Documents:

Ordinance_N-7.pdf
BOWW - PWMD - City_IGA.pdf

N.8. AN ORDINANCE AMENDING CIVIL SERVICE RULE 18 OF CHAPTER 13 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE REQUIRED PERIOD OF NOTICE WITH RESPECT TO PROMOTIONAL EXAMS

Documents:

Ordinance_N-8.pdf
Civil Service Report.pdf

O. APPROVAL OF CONSENT AGENDA

O.1. I Move To Approve All Resolutions Set Forth In The Consent Agenda; Pass The Ordinances Of The Consent Agenda, Setting The Public Hearings For Monday, February 14, 2022, And Order The Ordinances To Be Published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q.1. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,258,000 TO PATE CONSTRUCUTION CO., INC. AND SETTING FORTH $125,800 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 21-001 ABRIENDO AVENUE AND BOULDER AVENUE OUTFALL STORM SEWER IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE THE SAME

Documents:

Resolution_14799.pdf
Bid Summary_Map.pdf

Q.2. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO UNITED WAY IN THE AMOUNT OF $500 TO SUPPORT THE PUEBLO MENTORING COLLABORATIVE COMMUNITY EVENT MENTORING EVENT

Documents:

Resolution_14800.pdf
Council Contingencies.pdf
Request.pdf

Q.3. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO AFRICAN AMERICAN CONCERN ORGANIZATION (PAACO), A COLORADO NONPROFIT CORPORATION, IN THE AMOUNT OF $750 TO SPONSOR A TABLE FOR THE ANNUAL STARS AND LIGHTS DINNER & DANCE

Documents:

Resolution_14801.pdf
Contingencies Account.pdf
Request.pdf

R. ORDINANCES – FINAL PRESENTATION

R.1. AN ORDINANCE APPROVING AN AMENDMENT TO THE GRANT AGREEMENT WITH THE COLORADO HEALTH FOUNDATION, ACCEPTING AN ADDITIONAL GRANT IN THE AMOUNT OF $13,600, BUDGETING AND APPROPRIATING THE GRANT FUNDS INTO PROJECT NO. CI2014, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10100.pdf
Grant Increase Letter.pdf
2021 Grant Agreement.pdf

R.2. AN ORDINANCE APPROVING A COOPERATIVE PURCHASING AGREEMENT FOR TRANSIT BUSES BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND THE STATE OF WASHINGTON ACTING BY AND THROUGH THE DEPARTMENT OF ENTERPRISE SERVICES, A WASHINGTON STATE GOVERNMENTAL AGENCY,

AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10101.pdf
Agreement.pdf

R.3. AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE COUNTY OF PUEBLO EXTENDING PUBLIC TRANSIT SERVICES WITHIN THE UNINCORPORATED AREAS OF PUEBLO COUNTY, COLORADO

Documents:

Ordinance_10102.pdf
Agreement.pdf

R.4. AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 1 TO THE CITY OF PUEBLO DESCRIBED AS 80.40 ACRES OF LAND LOCATED NORTH OF THE U.S. HIGHWAY 50 WEST AND THE PUEBLO BOULEVARD INTERCHANGE

Documents:

Ordinance_10103.pdf
Wildhorse Annexation Agreement.pdf
P_Z Report.pdf

R.5. AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 2 TO THE CITY OF PUEBLO DESCRIBED AS 98.98 ACRES OF LAND LOCATED NORTH AND WEST OF THE WILDHORSE ANNEXATION 1 AND EAST AND WEST OF WILDHORSE ROAD

Documents:

Ordinance_10104.pdf
P_Z Report.pdf

R.6. AN ORDINANCE RESCINDING ORDINANCE NO. 10020 AND THE ASSOCIATED 2021 COOPERATIVE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO ZOOLOGICAL SOCIETY, A COLORADO NONPROFIT CORPORATION AND THE COLORADO DEPARTMENT OF CORRECTIONS, AN AGENCY OF THE STATE OF COLORADO, FOR LANDSCAPING SERVICES AT THE PUEBLO ZOO

Documents:

Ordinance_10105.pdf

R.7. AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE RELEASE OF CERTAIN REAL PROPERTY FROM THE EXISTING LEASED PROPERTY UNDER THE LEASE PURCHASE AGREEMENT DATED AS OF NOVEMBER 12, 2014, AS AMENDED, BETWEEN THE CITY AND THE CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS RELATING TO SAME

Documents:

Ordinance_10106.pdf
Second Amendment to LED Lease Purchase Agreement.pdf

First Amendment Site Lease.pdf
Second Supplemental Indenture.pdf
Colorado Municipal Building Corporation Resolution.pdf

R.8. AN ORDINANCE AMENDING SECTION 3 OF CHAPTER 11 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO SANITARY SEWER CONNECTION FEES AND PLANT INVESTMENT FEES

Documents:

Ordinance_10107.pdf

ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
MONDAY, JANUARY 10, 2022 – 7:00 P.M.

MINUTES

A. CALL TO ORDER President Lawrence W. Atencio

B INVOCATION Ken Wood, The Avenue Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

Council Members Present: Larry Atencio, Dennis Flores, Heather Graham, Regina Maestri, Sarah Martinez, Vicente Martinez Ortega, and Lori Winner.

Council Members Present via Zoom: None.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Nicholas A. Gradisar, City Attorney Daniel Kogovsek, Chief of Staff Laura Solano, City Clerk Marisa Stoller

E. OATH OF OFFICE

- Dennis E. Flores, Council Member At-Large
- Heather Graham, Council Member At-Large
- Regina Maestri, Council Member District 1
- Sarah Martinez, Council Member District 3
- Vicente Martinez Ortega, Council Member District 4

The above City Councilors were sworn in by City Clerk Marisa Stoller and signed their Oaths of Office.

F. 2022 ELECTION OF OFFICERS

ELECTION OF PRESIDENT

Mr. Martinez Ortega, seconded by Mr. Atencio, nominated Mr. Flores for President.
Ms. Maestri, seconded by Ms. Winner, nominated Ms. Graham for President.

Council voted by secret ballot for President of City Council with 4 votes for Ms. Graham and 3 votes for Mr. Flores. Ms. Graham was named President.

ELECTION OF VICE PRESIDENT

Ms. Winner, seconded by Ms. Graham, nominated Ms. Maestri for Vice President. Mr. Flores, seconded by Mr. Martinez Ortega, nominated Mr. Atencio for Vice President.

MINUTES

Council voted by secret ballot for Vice President of City Council with 4 votes for Mr. Atencio and 3 votes for Ms. Maestri. Mr. Atencio was named Vice President.

EXECUTIVE COMMITTEE CHAIRPERSON

President Graham appointed Ms. Martinez as the Executive Committee Chairperson.

G. SPECIAL RECOGNITIONS

Ms. Winner, seconded by Ms. Graham, moved to hold Council Member and Mayor Commentary before Public Forum.

Roll Call - Ayes: Flores, Graham, Maestri, and Winner. Nays: Atencio, Martinez, Martinez Ortega. Motion carried 4-3.

I. COUNCIL MEMBER AND MAYOR COMMENTARY

The Mayor welcomed and congratulated new Council Members and reminded them that direction to City staff must be done through the Mayor's office. Sales tax is up for 2021; will end year in good fiscal shape. COVID numbers are up, 1116 new cases in the last 7 days. 25.1% positivity rate. Work Session presentation by Health Director next meeting.

Council members expressed comments regarding community-related issues and events/functions they attended.

H. PUBLIC FORUM

- Frank Cirello – Columbus Statue
- Alvin Rivera – Elections
- Elvis Martinez – Everything
- Tzlavii Stevens – Columbus Statue
- Brown Berets – Columbus Statue
- Dave DeCenz – Code Enforcement

J. REVIEW AND APPROVAL OF AGENDA

The agenda was reviewed page by page. Ms. Winner, seconded by Mr. Atencio, moved to approve the agenda.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

K. READING AND APPROVAL OF MINUTES

Mr. Flores, seconded by Mr. Martinez Ortega, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **Monday, December 27, 2021** as distributed.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

MINUTES

L. CONSENT AGENDA

City Clerk Marisa Stoller read the Consent Agenda into the record.

M. RESOLUTIONS

M-1 RESOLUTION NO 14783 CONFIRMING THE APPOINTMENTS BY THE MAYOR OF JOCELYN MARTINEZ AND AMY SCOBY TO THE HISTORIC PRESERVATION COMMISSION

M-2 RESOLUTION NO 14784 CONFIRMING THE APPOINTMENTS BY THE MAYOR OF LOUIE CARLEO AND RALPH WILLIAMS TO THE PUEBLO URBAN RENEWAL AUTHORITY

M-3 RESOLUTION NO 14785 CONFIRMING THE APPOINTMENT BY THE MAYOR OF SUSAN ANDERSON TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

M-4 RESOLUTION NO 14786 RATIFYING THE APPOINTMENT OF TWO TRUSTEES TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

N. ORDINANCES – FIRST PRESENTATION

N-1 AN ORDINANCE APPROVING AN AMENDMENT TO THE GRANT AGREEMENT WITH THE COLORADO HEALTH FOUNDATION, ACCEPTING AN ADDITIONAL GRANT IN THE AMOUNT OF $13,600, BUDGETING AND APPROPRIATING THE GRANT FUNDS INTO PROJECT NO. CI2014, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, January 24, 2022, Notice of Hearing was Ordered Published by Title.

N-2 AN ORDINANCE APPROVING A COOPERATIVE PURCHASING AGREEMENT FOR TRANSIT BUSES BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND THE STATE OF WASHINGTON ACTING BY AND THROUGH THE DEPARTMENT OF ENTERPRISE SERVICES, A WASHINGTON STATE GOVERNMENTAL AGENCY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, January 24, 2022, Notice of Hearing was Ordered Published by Title.

N-3 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE COUNTY OF PUEBLO EXTENDING PUBLIC TRANSIT SERVICES WITHIN THE UNINCORPORATED AREAS OF PUEBLO COUNTY, COLORADO – *submitted for First Presentation*

Public Hearing was Set for Monday, January 24, 2022, Notice of Hearing was Ordered Published by Title.

MINUTES

N-4 AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 1 TO THE CITY OF PUEBLO DESCRIBED AS 80.40 ACRES OF LAND LOCATED NORTH OF THE U.S. HIGHWAY 50 WEST AND THE PUEBLO BOULEVARD INTERCHANGE – *submitted for First Presentation*

Public Hearing was Set for Monday, January 24, 2022, Notice of Hearing was Ordered Published by Title.

N-5 AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 2 TO THE CITY OF PUEBLO DESCRIBED AS 98.98 ACRES OF LAND LOCATED NORTH AND WEST OF THE WILDHORSE ANNEXATION 1 AND EAST AND WEST OF WILDHORSE ROAD – *submitted for First Presentation*

Public Hearing was Set for Monday, January 24, 2022, Notice of Hearing was Ordered Published by Title.

N-6 AN ORDINANCE RESCINDING ORDINANCE NO. 10020 AND THE ASSOCIATED 2021 COOPERATIVE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO ZOOLOGICAL SOCIETY, A COLORADO NONPROFIT CORPORATION AND THE COLORADO DEPARTMENT OF CORRECTIONS, AN AGENCY OF THE STATE OF COLORADO, FOR LANDSCAPING SERVICES AT THE PUEBLO ZOO – *submitted for First Presentation*

Public Hearing was Set for Monday, January 24, 2022, Notice of Hearing was Ordered Published by Title.

N-7 AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE RELEASE OF CERTAIN REAL PROPERTY FROM THE EXISTING LEASED PROPERTY UNDER THE LEASE PURCHASE AGREEMENT DATED AS OF NOVEMBER 12, 2014, AS AMENDED, BETWEEN THE CITY AND THE CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS RELATING TO SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, January 24, 2022, Notice of Hearing was Ordered Published by Title.

N-8 AN ORDINANCE AMENDING SECTION 3 OF CHAPTER 11 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO SANITARY SEWER CONNECTION FEES AND PLANT INVESTMENT FEES – *submitted for First Presentation*

Public Hearing was Set for Monday, January 24, 2022, Notice of Hearing was Ordered Published by Title.

O. APPROVAL OF CONSENT AGENDA

Mr. Atencio, seconded by Ms. Winner, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for **Monday, January 24, 2022,** and Order the Ordinances to be published **BY TITLE.**

MINUTES

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

P. REGULAR AGENDA

Q. RESOLUTIONS

R. ORDINANCES – FINAL PRESENTATION

R-1 ORDINANCE NO 10094 APPROVING AND ACCEPTING A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, THROUGH THE PUEBLO POLICE DEPARTMENT, AND FORT HAYS STATE UNIVERSITY, ADMINISTERED BY THE U.S. DEPARTMENT OF JUSTICE, ACCEPTING $53,186 FOR COMMUNITY POLICING DEVELOPMENT AND DE-ESCALATION TRAINING, AUTHORIZING THE MAYOR TO EXECUTE SAME, AND ESTABLISHING PROJECT NUMBER PS2113 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Chris Noeller, Chief of Police.

PUBLIC HEARING:

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

Ms. Winner, seconded by Mr. Martinez Ortega, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

R-2 ORDINANCE NO 10095 AMENDING ZONING RESTRICTIONS OF 2101 WEST 20TH STREET FROM R-2, SINGLE FAMILY RESIDENTIAL AND S-3, FLOOD PLAIN DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD DISTRICT – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that all documents from the Planning & Zoning Commission regarding this matter, Case #Z-21-17 dated December 8, 2021, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

- Jocelyn Martinez appeared in person to speak in favor of this ordinance.

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

Ms. Winner, seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

MINUTES

R-3 ORDINANCE NO 10096 AMENDING ZONING RESTRICTIONS TO REZONE 2729 FARABAUGH LANE FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO BP, BUSINESS PARK DISTRICT – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that all documents from the Planning & Zoning Commission regarding this matter, Case #Z-21-19 dated December 8, 2021, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

Ms. Winner, seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

R-4 ORDINANCE NO 10097 CHANGING THE STREET NAME OF PALMER AVENUE TO LAKESHORE DRIVE – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that all documents from the Planning & Zoning Commission regarding this matter, Case #SNC-21-04 dated December 8, 2021, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

Mr. Flores, seconded by Ms. Winner, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

R-5 ORDINANCE NO 10098 APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBORDINATION OF DEED OF TRUST AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND MOUNTAIN VIEW TOWNHOMES, LLLP, A COLORADO LIMITED LIABILITY LIMITED PARTNERSHIP AND THE COLORADO HOUSING AND FINANCE AUTHORITY, A BODY CORPORATE AND POLITICAL SUBDIVISION OF THE STATE OF COLORADO RELATING TO THE MOUNTAIN VIEW TOWNHOMES PROJECT – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Daniel Kogovsek, City Attorney.

PUBLIC HEARING:

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

Ms. Winner, seconded by Ms. Maestri, moved to approve the Ordinance on Final Presentation.

MINUTES

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

R-6 ORDINANCE NO 10099 AMENDING SECTION 3 OF CHAPTER 1 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CONFIDENTIALITY OF BUSINESS LICENSE INFORMATION – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Assistant City Attorney Trevor Gloss.

PUBLIC HEARING:

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

Ms. Winner, seconded by Mr. Martinez Ortega, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried unanimously.

ADJOURN: 8:49 p.m. President Graham Adjourned the Meeting.

Respectfully submitted,

Marisa Stoller
City Clerk

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew E. Hayes, P.E., Director of Public Works

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $117,336 TO INDUSTRIAL CONSTRUCTORS/MANAGERS, INC., FOR PROJECT NO. 21A-054 INSTALLATION OF SHADE STRUCTURE AT LAKE MINNEQUA PARK AND OPEN SPACE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards a construction contract to Industrial Constructors/Managers (ICM), Inc for the Shade Structure Installation at Lake Minnequa Park and Open Space, CI1911. ICM, Inc will be awarded a contract in the amount of $117,336.00.

PREVIOUS COUNCIL ACTION:

On May 28, 2019, though Ordnance No. 9470, City Council approved an IGA between the City of Pueblo and Pueblo County relating to the use of 2016 Ballot Question 1A Capital Improvement Program Project funding for the Lake Minnequa Park Improvements.

On September 23, 2019, through Ordinance No. 9548, City Council approved to establish Capital Project CI1911 – Lake Minnequa Park Improvements, budget and appropriate $1.5 million form the Fund Balance Account of the General Fund to be reimbursed by Pueblo County 1A Capital Improvement Program Funds.

On July 13, 2020, through Ordinance No. 9750 City Council approved to budget and appropriate $1,000,000 from 2016 County Ballot 1A Capital Improvement Program Project funding for Project No. CI1911 – Lake Minnequa Park Improvements

On July 27, 2020, through Resolution 14436, City Council awarded a construction contract to Solid Earth Civil Constructors, Inc for parking lot and concession stand improvements at Lake Minnequa.

On February 22, 2021, through Resolution 14561, City Council awarded a construction contract to Total Terrain, Inc for Lake Minnequa Field Extension, Phase 3B.

BACKGROUND:

The shade structure being installed at Lake Minnequa Park and Open Space was previously located at the HARP Riverwalk in Gateway Plaza. During the expansion of the Pueblo Convention Center and the PBR Sports Center HARP paid ICM to disassemble the shelter and store it for up to two (2) years. During the shade structure disassembly and removal, ICM, Inc documented the removal for future re-assembly. The shade structure has been stored by ICM, Inc for approximately three (3) years since the removal. The Parks and Recreation Department and HARP have determined that the shade shelter should be installed at the Lake Minnequa Park and Open Space rather than purchasing a new shade shelter. The installation will include the engineering of a new foundation, construction of the foundation, installation of the canopy and structure and a 6" concrete slab.

The IGA with Pueblo County requires that the work be completed, and paid for, by December 27, 2021. The County has indicated that they will grant a three (3) to four (4) month extension but has yet to officially take action on the extension request. The majority of the time extension will be required for engineering, permitting, and installation of the shade shelter according to ICM, Inc.

Due to the probability of losing the funding from the County 1A, an emergency City improvement contract was requested by the Director of Public Works and authorized by the Mayor.

FINANCIAL IMPLICATIONS:

Funds in the amount of $117,336.00 shall be paid from the Lake Minnequa Park and Open Space Project, CI1911.

If the structure is not installed and paid for by the end of the extension (pending), the County will close the project and will not approve additional billing from the City.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Resolution will result in cancellation of the Project.

RECOMMENDATION:

Approval of this Resolution.

Attachments:
Proposed Resolution
ICM Proposal

RESOLUTION NO. 14787

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $117,336 TO INDUSTRIAL CONSTRUCTORS/MANAGERS, INC., FOR PROJECT NO. 21A-054 INSTALLATION OF SHADE STRUCTURE AT LAKE MINNEQUA PARK AND OPEN SPACE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, an emergency City improvement contract was requested by the Director of Public Works and authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code for Project CI1911, Installation of Shade Structure at Lake Minnequa Park and Open Space; and

WHEREAS, the proposal of Industrial Constructors/Managers, Inc., was determined to be the proposal which will achieve maximum economy to the City under the conditions prevailing; NOW, THEREFORE,

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

SECTION 1.

A contract for Project CI1911, Installation of Shade Structure at Lake Minnequa Park and Open Space is hereby awarded to said bidder for a total amount of $117,336.00.

SECTION 2.

Funds in the amount of $117,336.00 shall be available from Project CI1911, Lake Minnequa Park and Open Space Improvement Project.

SECTION 3.

The Purchasing Agent is hereby authorized to execute 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 4.

The officers and staff 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 January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew E. Hayes, P.E., Director of Public Works

SUBJECT: A RESOLUTION APPROVING AMENDMENT #1 TO THE AGREEMENT FOR PROFESSIONAL DESIGN CONSULTING SERVICES IN THE AMOUNT OF $29,940 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOHANNAN HUSTON, INC. RELATING TO THE FINAL DESIGN FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves amendment #1 to the Agreement for Professional Design Consulting Services awarded to Bohannan-Huston, Inc. ("BHI"), in the amount of $29,940 for the Eastside Pedestrian, Parking and Streetscape Improvements Project, No. 20-010 (CI1914).

PREVIOUS COUNCIL ACTION:

Ordinance 9563, dated October 15, 2019, approved an IGA between the City of Pueblo and Pueblo County relating to the use of 2016 Ballot Question 1A Capital Improvement Program funds, established the Eastside Pedestrian, Parking and Streetscape Project, CI1914 and budgeted and appropriated $100,000 for the design phase of the Project.

Resolution 14457, dated August 24, 2020, approved an agreement for Professional Design Consulting Services with Bohannan Huston, Inc (BHI) for $64,530.

BACKGROUND:

The City requested proposals from pre-qualified consultants (RFQ No. 19-062) to provide planning and design of master plan proposals for pedestrian, parking, and streetscape improvements on Pueblo's Eastside. BHI was selected to complete all design phases, including study and report phase and preliminary design phase (master

plan), final design phase, construction documentation and bidding phase and construction phase.

A masterplan was established for three (3) Project areas, designated in the RFP and listed below.

1. El Centro Project Area
2. Centra Eastside Project Area
3. East 4th Street Corridor Project Area

With the master plan for the Eastside project areas complete, sub-projects have been selected for final design in Nos. 1 and 3 Project Areas.

The budget for design and construction in the amount of $1,000,000 for the Eastside Pedestrian, Parking and Streetscape Improvements is funded by a Pueblo County Ballot Issue 1A Improvement Program.

FINANCIAL IMPLICATIONS:

Funds in the amount of $29,940 shall be paid from the Eastside Pedestrian, Parking and Streetscape Improvements Project, No. CI1914. After the Master Plan Design, a total of $34,605.68 is remaining in the budget for further design.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

A focus group of approximately 25 interested stakeholders was held on November 17, 2020. Interactive polling and mapping were used to collect the preferences from the stakeholders from the vision to the specific improvement preferences.

Final presentation and approval of the Master Plan to City Council was completed on September 13, 2021. The City received approval from the Board of County Commissioners on October 19, 2021.

ALTERNATIVES:

Denial of this Resolution will result in the delay of the Project.

RECOMMENDATIONS:

Approve the Resolution.

Attachments:
Proposed Resolution
Bid Evaluation Summary

RESOLUTION NO. 14788

A RESOLUTION APPROVING AMENDMENT #1 TO THE AGREEMENT FOR PROFESSIONAL DESIGN CONSULTING SERVICES IN THE AMOUNT OF $29,940 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BOHANNAN HUSTON, INC. RELATING TO THE FINAL DESIGN FOR THE EASTSIDE PEDESTRIAN, PARKING AND STREETSCAPE IMPROVEMENTS PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Project No. 20-010 (CI1914), Eastside Pedestrian, Parking and Streetscape Improvements Project was awarded to Bohannan Huston, Inc., on August 24, 2020;

WHEREAS, additional design work contemplated by the Amendment is needed; and

WHEREAS, it is in the best interests of the City to proceed with and complete such design in the manner herein provided; NOW, THEREFORE,

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

SECTION 1.

The Amendment dated January 25, 2022, by and between the City of Pueblo, a Municipal Corporation, and Bohannan Huston, Inc., a Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved, and City Council authorizes the additional work contemplated by the Amendment to be performed in the amount of $29,940.

SECTION 2.

Funds in the amount of $29,940 for said Professional Services shall be paid from the Eastside Pedestrian, Parking and Streetscape Improvements Project, No. CI1914

SECTION 3.

The Purchasing Agent is hereby authorized to execute said Amendment 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 and staff of the City are authorized to perform any and all acts consistent with this Resolution and the attached Amendment to implement the policies and procedures described herein.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

AMENDMENT NO. 1 TO THE
AGREEMENT FOR PROFESSIONAL DESIGN/CONSULTING SERVICES
BY AND BETWEEN
CITY OF PUEBLO AND BOHANNAN-HUSTON, INC.

This Amendment No. 1 to the Agreement for Professional Design/Consulting Services ("Amendment") is executed to be effective as of the ____ day of _____, 2022 by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation ("Owner") and Bohannan-Huston, Inc., a registered New Mexico corporation authorized to do business in the State of Colorado ("Consultant"). Owner and Consultant are sometimes referred to herein as a "Party" and collectively, as the "Parties." WITNESSETH THAT:

WHEREAS, Owner and Consultant entered into that certain Agreement for Professional Design/Consulting Services dated the 25th day of August, 2020 (the "Agreement") for Bid 20-010 Design and Engineering of Pueblo Eastside Streetscape Project; and

WHEREAS, Owner and Consultant desire to modify the Agreement pursuant to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner and Consultant hereby agree to the following:

AGREEMENT

1. The Agreement is amended by expanding the scope of work to include the following additional services:

Final Design based on the recommendations from the Eastside Streetscape Project planning efforts, including streetscape improvements along East 4th Street and parking and landscape improvements around El Centro de Quinto Sol Park. The work items with respect to such additional services are generally identified and set forth in the attached Attachment A.

2. Attachment A to this Amendment No. 1 shall be added to the original scope of work, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

3. With respect to services provided under the Amendment No. 1, the fee schedule attached as Attachment B to this Amendment No. 1 shall apply to compensation payable to Consultant and approved key personnel of Consultant in connection with the Consultant's services for the work authorized by the Amendment No. 1. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of $29,940.00 as set forth in the Attachment B.

4. Consultant shall commence and complete each major work item according to the work schedule attached hereto and labelled Attachment C; provided, however, Consultant will not be responsible for delays beyond Consultant's control.

5. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

6. Except as expressly modified by this Amendment No.1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.

7. Counterparts. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties

had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

IN WITNESS WHEREOF, the Parties to this Amendment No. 1 have set forth their hand, to be effective as of the effective date.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi C. Hedden, Director of Purchasing

Attest_____
City Clerk

[S E A L]

BOHANNAN-HUSTON, INC.

By_____
Jared M. Lee, Senior Vice President

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

Attachment(s): Attachment A - Scope of Services
Attachment B - Additional Services - Fee Schedule
Attachment C - Work Schedule

Bohannan Huston

City of Pueblo
Eastside Streetscape Project

SCOPE OF WORK through Final Design
BOHANNAN HUSTON, INC.

January 12, 2022

A. PROJECT DESCRIPTION

Purpose: The BHI Team will complete Final Design based on recommendations from the Eastside Streetscape Project planning efforts, including streetscape improvements along East 4th Street and parking and landscape improvements around El Centro de Quinto Sol Park.

Project Location: East 4th Street Corridor from Erie Ave to Hudson Ave, and El Centro de Quinto Sol Park (excludes Eastside Neighborhood Planning Area)

B. SCOPE OF SERVICES

This Scope of Services defines the work, deliverables, and schedule for each of the tasks described in detail below.

BHI will request written authorization prior to proceeding to each Phase defined below

Project Control

Approach:

BHI will provide continued Project Administration and Management for each Phase below through the remainder of the project, including:

1. Project Administration
    a. Initial client kick-off meeting
        i. Prepare Project Management Plan Finalize project scope
        ii. Finalize project schedule
            1. Identify milestone and critical path elements
    b. Subconsultant management
    c. Monthly progress reports
    d. Monthly invoicing
2. Monthly Project Meetings (virtual)

Bohannan Huston

a. Prepare agendas
b. Progress report and schedule update
c. Prepare meeting notes

Assumptions:

1. Assumes a 6 week project schedule and 1 monthly progress meeting. Progress meetings may be combined with review meetings.
2. Project team meetings are assumed to be on Zoom or Conference Calls

Deliverables:

1. Project Management Plan
    a. Detailed project schedule
    b. Project Contact list
2. Monthly project meeting notes

Final Design Phase

Task 1: Final Design

Approach:

BHI will prepare final design of the streetscape improvements along East 4th Street and parking and landscape improvements around El Centro de Quinto Sol Park.

Assumptions:

1. Final design will be based on conceptual design as reviewed and approved by the City and County as part of Preliminary Planning phase – see attached plans.
2. The City will provide an ACAD Civil 3D survey drawing and surface file for the El Centro Park project limits, to include features of interest such as pavement markings, edge of pavement, curb & gutter, curb cuts, sidewalks, signage, pedestrian access points, arterial streets, retaining walls, and marked and visible evidence of utilities, within the roadway corridor per the attached project boundary map.
3. Aerial mapping and previous design plans will be used as the basis of design along East 4th Street.
4. Final (100%) Construction Drawings, Specification and Contract Documents will be completed as part of future phase

Deliverables:

1. Draft (60%) Design Drawings
2. Engineers Opinion of Probable Cost

Bohannan Huston

Fee:

The table below contains the estimated fees to provide these services:

The lump sum fees are the following:	
Final Design:	
Task 1: Final Design (LS)	$29,940
Construction Documents and Bidding:	
Task 1: Construction Documents (LS)	Not Included
Task 2: Bidding Assistance (T&M)	Not Included
Construction:	
Task 1: Construction Administration Assistance (T&M)	Not Included
Total	**$ 29,940**

**Time and Materials (T&M) phases will be billed at hourly rates per attached fee schedule

EXCLUSIONS

1. Title Work, vesting documents, Right-of-way appraisal, negotiations and acquisition
2. Topographic or Boundary Survey
3. Geotechnical engineering or pavement design
4. Subsurface Utility Engineering or Utility potholing,
5. Environmental clearances, Drainage Analysis or Report, or SWPPP are not included in this scope of work.
6. Public involvement or meeting participation is not included.
7. Construction Phasing, Jointing and Traffic Control Plans
8. Structural Design - City/Black Hills standard details will be used for lighting foundation design, etc.
9. Photometrics or Electrical Engineering. City of Pueblo and Black Hills Energy Standard Fixtures, Details, and Engineering will be referenced.
10. Signal Design
11. Utility design – conflict identification only
12. Easement preparation or acquisition.
13. CDOT involvement or review process.
14. Permitting or associated fees.

Bohannan Huston

15. Providing any services requiring the preparation of multiple construction plan sets for multiple phases of development is not included
16. Construction Documents
17. Bidding or Construction Administration Assistance
18. Full time construction management or observation
19. Performing construction staking, or materials testing is not included

Bohannan Huston

BOHANNAN HUSTON, INC.
FEE SCHEDULE HOURLY RATES
AUGUST 29, 2020

	1	2	3	4	5	6	7
ENGINEER Civil, Structural, Mechanical, Electrical	$100	$120	$140	$160	$180	$215	$240
SURVEYOR	$100	$120	$140	$160	$180	$215	$240
TECHNICAL MANAGER IT, GIS, Spatial Data, Construction, Project Manager	$100	$120	$140	$160	$180	$215	$240
PLANNER Community, Transportation	$95	$105	$120	$135	$155	$190	$230
SOFTWARE DEVELOPER	$100	$125	$150	$175	$200	$225	$250
GIS PROFESSIONAL Geographic Information Systems	$90	$100	$115	$130	$145	$180	$210
TECHNICAL CONSULTANT IT & CADD Consulting	$90	$110	$125	$135	$145	$155	$175
TECHNICAL SPECIALIST Engineering Tech, Survey Tech, Geospatial Analyst, Graphics Specialist	$72	$77	$82	$92	$102	$115	$135
CONSTRUCTION OBSERVER	$70	$75	$80	$90	$105	$120	$160
MATERIALS TECHNICIAN Field and Laboratory Materials Testing	$55	$65	$70	$75	$85	$105	$125
ADMINISTRATIVE PROFESSIONAL Administrative, Marketing, Technical Writing	$105	$115	$125	$140	$160	$210	$235
ADMINISTRATIVE ASSISTANT	$55	$65	$75	$85	$95	$105	$120

MATERIALS AND REIMBURSABLE EXPENSES

Plotting, Printing and Binding – As invoiced at cost of labor and materials.
Courier / Delivery Service - As invoiced by provider.
Mileage – Two-Wheel Drive Vehicle rate as published for the IRS Standard Mileage Rate.
Four-Wheel Drive Vehicle rate is the IRS Standard Mileage Rate plus $0.10 per mile.
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 - $25.00/Hour.
Survey Material Charge - $2.50/Hour.
Expert Witness - Rates shall be negotiated based on the requirements of the contract with a minimum of four hours while in court.
Other Direct Project Expenses - At Cost.
Overtime - Performed upon request of the client; will be invoiced at 1.30 times the standard hourly rate.
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 Bohannan Huston, Inc.

Bohannan Huston
Engineering
Spatial Data
Advanced Technologies

Eastside Streetscape Project - Final Design
PROJECT SCHEDULE

		MONTH 1	MONTH 2	MONTH 3	MONTH 4	MONTH 5
	TASK NAME					
1	**Project Control/Management**					
1.1	Project Management					
1.2	Kickoff Meeting, Site Review					
1.3	Project Management Plan/Schedule					
1.4	Monthly Project Meetings (assumes 1)					
2	**Final Design (60%)**					
2.1	Layout/Base Files					
2.2	Site Grading					
2.3	Draft Design Plans					
2.4	Quantities and Cost Estimating					
2.5	Quality Control Review and Address Comments					
2.6	Submittal/Review Meeting		★			

City Clerk's Office Item # M-3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: A RESOLUTION ACCEPTING A GRANT AWARD OF TWO MOTORIZED POLICE BICYCLES WITH LIGHT/SIREN KITS, BAGS & ONE CARGO TRAILER FROM FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION

SUMMARY:

Attached is an agreement between the City of Pueblo and the Firehouse Subs Public Safety Foundation concerning a grant award in the amount of $9,602.90 to purchase the Pueblo Fire Department two motorized police bicycles and accessories.

PREVIOUS COUNCIL ACTION:

Approval of similar grants in the last several recent years.

BACKGROUND:

The department conducts and participates in several community events through the year where navigating crowds in regular fire apparatus is a challenge. These electric bikes will allow for that to happen more efficiently and safely.

FINANCIAL IMPLICATIONS:

There is no cost to the city. Staff time will be required for project management, as well as grant monitoring and reporting.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Grant Award Email

RESOLUTION NO. 14789

A RESOLUTION ACCEPTING A GRANT AWARD OF TWO MOTORIZED POLICE BICYCLES WITH LIGHT/SIREN KITS, BAGS & ONE CARGO TRAILER FROM FIREHOUSE SUBS PUBLIC SAFETY FOUNDATION

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

SECTION 1.

The grant award from Firehouse Subs Public Safety Foundation of Two Motorized Police Bicycles with Light/Siren Kits, Bags & One Cargo Trailer valued at up to $9,602.90 is hereby accepted and approved.

SECTION 2.

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 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

From: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>
Sent: Thursday, January 6, 2022 8:00 AM
To: Kelsey Fedde <kfedde@pueblo.us>; Barb Huber <bhuber@pueblo.us>
Cc: Firehouse Subs Public Safety Foundation <foundation@firehousesubs.com>; Ty Lowry <ty.lowry@firehousesubs.com>; Rina Vieweg <rina.vieweg@firehousesubs.com>; Nick Estell <nick.estell@firehousesubs.com>
Subject: [External] APPROVED: Firehouse Subs Public Safety Foundation Grant

External email. Please use caution.

Dear Captain Fedde & Barbara,

We are pleased to announce that the Firehouse Subs Public Safety Foundation Board of Directors has awarded the **City of Pueblo, on behalf of Pueblo Fire Department** in **Pueblo, CO** the requested **Two Motorized Police Bicycles with Light/Siren Kits, Bags & One Cargo Trailer** valued at up to **$9,602.90**. If your grant award must be approved by your city council, please add this item to the agenda immediately, and contact us with the meeting date.

PROCUREMENT:

The procurement process for your grant award will be determined by our Foundation, and we will contact you no later than Monday, March 7, 2022 to initiate the process. Do not make any advanced purchases, as failure to adhere to our chosen method will jeopardize your grant award.

If you have any fulfillment questions, please email Procurementfoundation@firehousesubs.com.

PUBLIC RELATIONS (PR) NOTES

- PR announcements from your organization regarding the grant award are optional. If you choose to share the good news, please use the attached press release template and/or social media post template and send it back to Foundation@firehousesubs.com and FHSPSF@coynepr.com for review and approval (allowing for 72 hours turnaround time). *Please do not pitch or post before receiving approval from the Foundation team.*

Use of the Firehouse Subs Public Safety Foundation logo:

- We ask that your organization acknowledges the grant by displaying our Foundation logo on granted items/equipment whenever possible. Our Foundation logo is attached for your convenience. Please note that the final artwork will need to be approved by our Foundation via Foundation@firehousesubs.com before being displayed.

Did you know?
More than 70% of the funds raised for the Firehouse Subs Public Safety Foundation come from the generosity of Firehouse Subs guests and the restaurant brand? Please consider supporting a Firehouse Subs restaurant near you.

We are very excited to assist your organization and ultimately improve the lifesaving capabilities of your community.

Firehouse Subs Public Safety Foundation
foundation@firehousesubs.com

FirehouseSubsFoundation.org

Twitter Facebook

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BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 1 DESCRIBED AS 80.40 ACRES NORTH OF THE U.S. HIGHWAY 50 WEST/PUEBLO BOULEVARD INTERCHANGE

SUMMARY:

The proposed Resolution seeks City Council's adoption of certain findings and determinations that the area commonly known as the Wildhorse Annexation 1 meets the applicable requirements of Colorado Revised Statutes 31-12-104 and 105.

PREVIOUS COUNCIL ACTION:

On June 14, 2021, City Council approved Resolution No. 14632 preliminarily determining that the petition for annexation of the area commonly known as the Wildhorse Annexation 1 is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Wildhorse Annexation 1 is an annexation of property totaling 80.40 acres located north of the U.S. Highway 50 West/Pueblo Boulevard Interchange. The property is proposed to be annexed and developed for a mixture of retail uses, high density residential, and business park uses. The area to be annexed is located within the boundaries of the City of Pueblo's 3-Mile Annexation Plan. This Resolution determines that the annexation is found and determined to meet the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation under the Municipal Annexation Act of 1965. The findings and determination include:

1. The area proposed for annexation has at least one-sixth of its perimeter boundary that is contiguous with the boundaries of the City of Pueblo.

2. A community of interest exists between the area to be annexed and the City of Pueblo in that the area is urban or will be urbanized in the near future, and that the area to be annexed is integrated with or is capable of being integrated with the City of Pueblo.

3. The annexation petition contains signatures of 100% of the owners of the area to be annexed into the City of Pueblo.

4. The boundaries of the area to be annexed do not divide any land held in identical ownership into separate parts or parcels without the consent of the landowners.

5. The area to be annexed does not include, without the consent of the landowners, land held in identical ownership comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon has an assessed value in excess of $200,000 for ad valorem tax purposes for the year preceding the annexation.

FINANCIAL IMPLICATIONS:

The approval of this Resolution finding and determining the property complies with the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation under the Municipal Annexation Act of 1965 does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 8, 2021, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey, seconded by Commissioner Avalos. Motion passed 7-0.

STAKEHOLDER PROCESS:

A certified mailing has been delivered to all taxing entities as required by Colorado Revised Statutes including the notice of the hearing, annexation petition, annexation plat, and annexation impact report.

ALTERNATIVES:

Deny the Resolution.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Proposed Resolution
Wildhorse Annexation 1 Petition with Circulator’s Oath
Annexation Plat and Impact Report

RESOLUTION NO. 14790

A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 1 DESCRIBED AS 80.40 ACRES NORTH OF THE U.S. HIGHWAY 50 WEST/PUEBLO BOULEVARD INTERCHANGE

WHEREAS, the Pueblo City Council commenced on January 24, 2022 and concluded a public hearing on January 24, 2022, for the purpose of determining and finding whether or not the area proposed to be annexed and described in Resolution No. 14632 and the annexation plat (herein "area to be annexed") meets the applicable requirements of C.R.S. §31-12-104 and 105; and,

WHEREAS, the Pueblo City Council has now considered the testimony and evidence presented at the public hearing including the annexation plat of the area to be annexed, prepared and certified by Michael Leland Cuppy under the date of January 12, 2022; NOW, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that: (a) a petition has been received for the annexation of the area to be annexed, and that such petition has been signed by persons comprising more than fifty percent of the landowners in the area to be annexed and owning more than fifty percent of the area to be annexed, excluding public streets and alleys, and any land owned by the City of Pueblo, (b) the boundaries of the area to be annexed do not divide into separate parts or parcels any land held in identical ownership without the consent of the landowners as restricted and defined by C.R.S. §31-12-105 (2)(a) the area to be annexed does not include, without the consent of the landowners, land held in identical ownership comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon has an assessed value in excess of $200,000 for ad valorem tax purposes for the year preceding the annexation, (c) no annexation proceedings have been commenced for annexation to another municipality of part or all of the area to be annexed, (d) the area to be annexed meets the applicable requirements of C.R.S. §31-12-104 and 105, and (e) that a community of interest exists between the area to be annexed and the City of Pueblo in that said area is urban or will be urbanized in the near future, and that the area to be annexed is integrated with or is capable of being integrated with the City of Pueblo.

SECTION 2.

The City Council hereby finds and determines that an annexation election under C.R.S. §31-12-107 (2) is not required.

SECTION 3.

The City Council hereby finds and determines that other than those set forth in the Petition for Annexation and Annexation Agreement no additional terms or conditions are to be imposed upon the area to be annexed.

SECTION 4.

The City Council hereby finds and determines that not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing boundaries of the City of Pueblo, the annexation will not result in the extension of the City's boundaries more than three miles, the City has in place a plan for the area to be annexed complying with the requirements of C.R.S. §31-12-105(1)(e)(I), and the entire width of all streets and alleys to be annexed are included within the boundaries of the area to be annexed.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original and twenty-four (24) prints of an annexation map and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Land Use.

TO BE COMPLETED BY PETITIONERS

Name of Annexation **Wildhorse Annexation 1**

Location and size in acres: Sections 9 and 10, Township 20 South, Range 65, West of the 6th P.M., County of Pueblo, Colorado, 80.40 acres.
100 % of Owners 1; Less than 100% of owners 0
School District No. 60 / 70; Special District: (1)

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee $_____ Paid _____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing_____; Notice of Public Hearing Published:_____,
_____, _____, and _____.
Copy of published Notice and Petition For Annexation sent by Registered Mail on _____ to Pueblo County Board of County Commissioners, Pueblo County Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, 24 prints of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and 20 prints of the annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

(1) Pueblo City/County Library District
South East Water Conservancy District
Lower Arkansas Valley Water Conservancy District

CITY OF PUEBLO
PETITION FOR ANNEXATION

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

See Attached Exhibit A

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.

2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.

3. This petition for annexation has been signed by persons comprising more that fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.

4. A community of interest exists between the area proposed to be annexed and the City.

5. The area proposed to be annexed is urban or will be urbanized in the near future.

6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

   (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,

   (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of $200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the

territory proposed to be annexed without the written consent of the landowner or landowners.

8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.

9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.

10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:

    (a) A written legal description of the boundaries of the area proposed to be annexed;

    (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);

    (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

    (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.

11. The area proposed to be annexed is not presently a part of any incorporated city or town.

12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.

13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:

    (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is not a site-specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.

    (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.

(c) "Vested property right" and "site specific development plan" shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

(a) Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation.

(b)

(c)

(d)

(e)

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

SIGNATURE	MAILING ADDRESS	LEGAL DESCRIPTION	DATE OF SIGNING
	Wildhorse Land and Holdings, a* Limited Liability Company, P.O. Box 64140 Colorado Springs, CO, 80962	See Attached	5/25/21

* Colorado

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.

Circulator's Signature

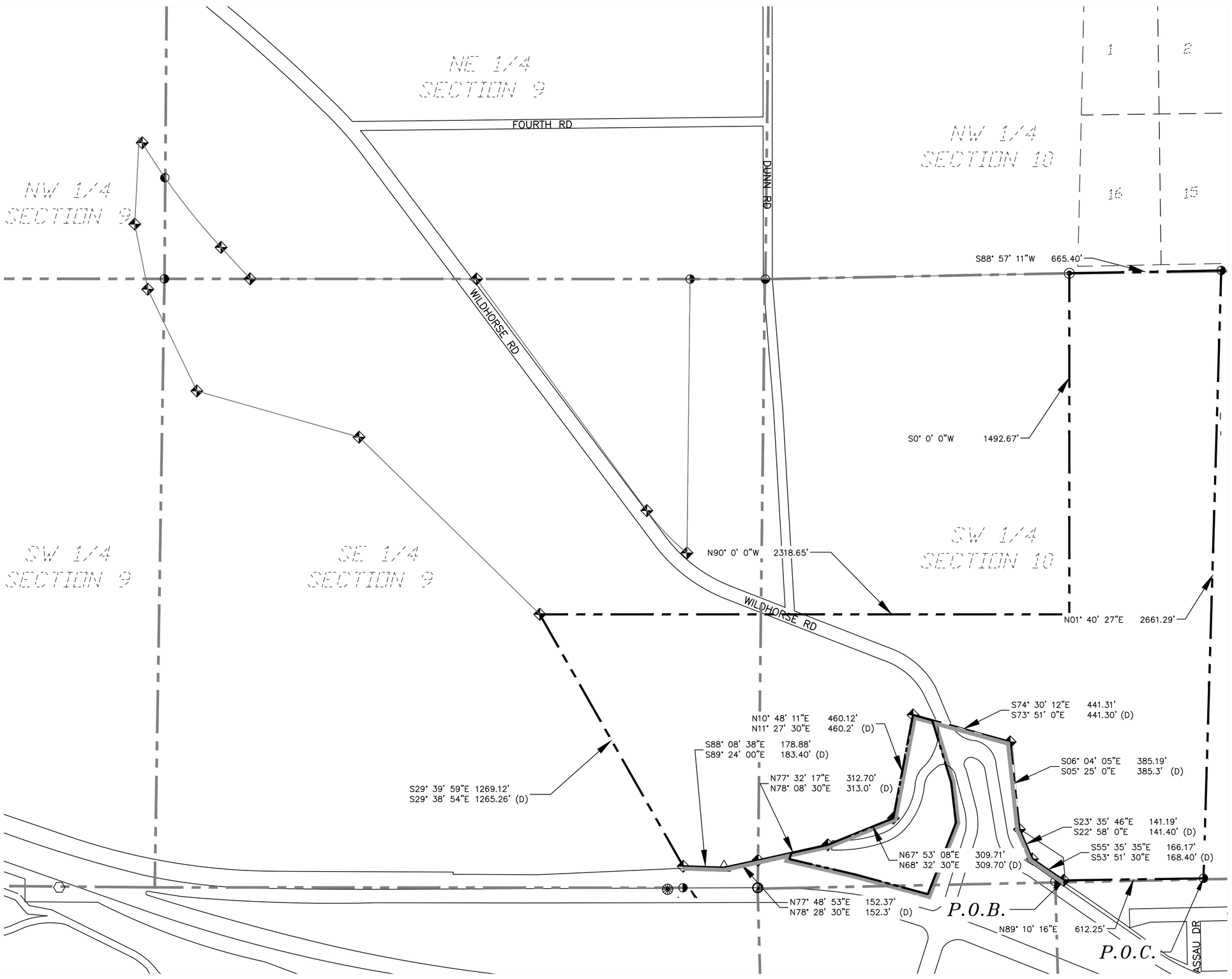
Subscribed and affirmed, or sworn to, before me in the County of El Paso,
State of Colorado, this 25th day of May,
20 21,
By Warren Dean as Managing Member of Wildhorse Land and Holdings, a Colorado limited liability Company
Witness my hand and official seal.
My commission expires: 8/22/2024.

(SEAL) ELIZABETH HALL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004024686
My Commission Expires: August 22, 2024

Notary Public (or official title)

WILDHORSE ANNEXATION 1
ANNEXATION TO THE CITY OF PUEBLO

A PORTION OF THE E ½ OF THE SE ¼ OF SECTION 9 AND A PORTION OF THE SW ¼ OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO.



BASIS OF BEARINGS:

Bearings based on the east line of the SE ¼ of Section 9, monumented at the E ¼ corner with a 2 ½" aluminum cap P.L.S. No. 16128 and at the SE corner with a No. 6 Rebar P.L.S. No. unreadable, assumed to bear S 00°42'45"W.

1. AREA TO BE ANNEXED

A portion of two Parcels of land located in sections 9 and 10, Township 20 South, Range 65 West, of the 6th Principal Meridian in the County of Pueblo and State of Colorado, being more particularly described as follows:

Commencing at the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10; Thence S89 degrees 10 minutes 16 seconds W, a distance of 612.25 feet to the point of beginning the present city limits line; thence N89 degrees 10 minutes 16 seconds E, a distance of 612.25 feet; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E ½ of the SW ¼ of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the said north line, a distance of 665.40 feet, to the Northwest corner of the W ½ of the E ½ of the SW ¼ of Section 10; thence S0 degrees 0 minutes 0 seconds W, a distance of 1492.67 feet; thence N90 degrees 0 minutes 0 seconds W, a distance of 2318.65 feet; thence S 29 degrees 39 minutes 59 seconds E, a distance of 1269.12 feet to a point on the west line of the E ½ of the E ½ of the E ½ of the SE ¼ of said Section 9 and the north line of Colorado State Highway No. 50, and the present city limits line; thence S 88 degrees 08 minutes 38 seconds E, continuing along said City Limits line, a distance of 178.88 feet; thence N 77 degrees 48 minutes 53 seconds E, continuing along said City Limits line, a distance of 152.37 feet; thence N 77 degrees 32 minutes 17 seconds E, continuing along said City Limits line, a distance of 312.70 feet; thence N 67 degrees 53 minutes 08 seconds E, continuing along said City Limits line, a distance of 309.71 feet; thence N 10 degrees 48 minutes 11 seconds, continuing along said City Limits line, a distance of 460.12 feet; thence S 74 degrees 30 minutes 12 seconds E, continuing along said City Limits line, a distance of 441.31 feet; thence S 06 degrees 04 minutes 05 seconds E, continuing along said City Limits line, a distance of 385.19 feet; thence S 23 degrees 35 minutes 46 seconds E, continuing along said City Limits line, a distance of 141.19 feet; thence S 55 degrees 35 minutes 35 seconds E, continuing along said City Limits line, a distance of 166.17 feet to a point on the south line of W ½ of the E ½ of the SW ¼ of said section 10 and the point of beginning.

Containing 80.40 acres, more or less.

2. PROPOSED NEW CITY LIMITS LINE:

Commencing at the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10; Thence S89 degrees 10 minutes 16 seconds W, a distance of 612.25 feet to the point of beginning the present city limits line; thence N89 degrees 10 minutes 16 seconds E, a distance of 612.25 feet; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E ½ of the SW ¼ of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the said north line, a distance of 665.40 feet, to the Northwest corner of the W ½ of the E ½ of the SW ¼ of Section 10; thence S0 degrees 0 minutes 0 seconds W, a distance of 1492.67 feet; thence N90 degrees 0 minutes 0 seconds W, a distance of 2318.65 feet; thence S 29 degrees 39 minutes 59 seconds E, a distance of 1269.12 feet to a point on the west line of the E ½ of the E ½ of the E ½ of the SE ¼ of said Section 9 and the north line of Colorado State Highway No. 50, and the present city limits line.

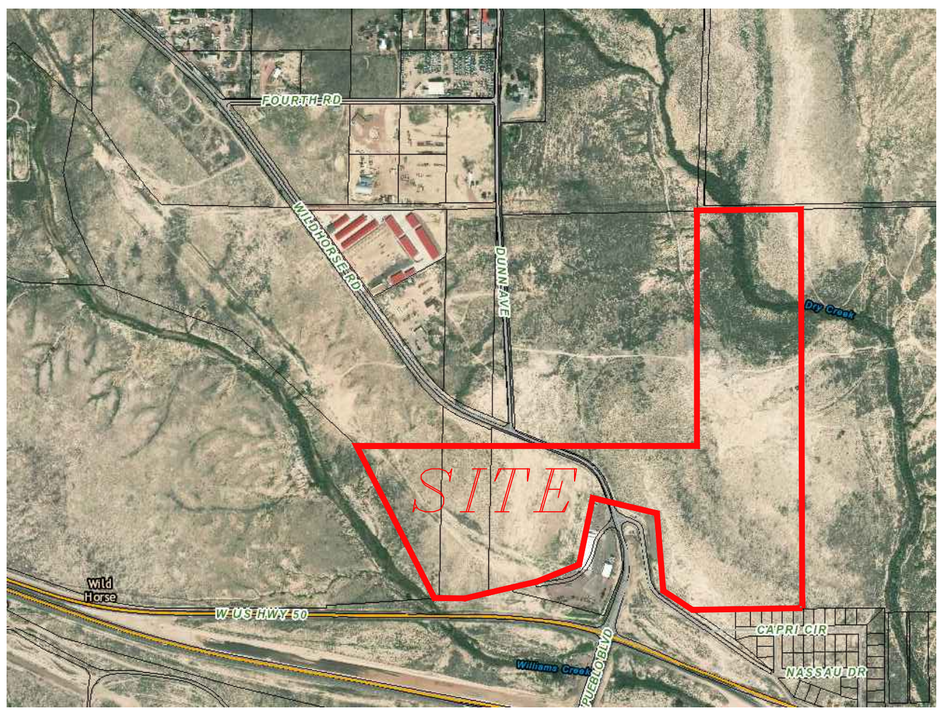
3. CERTIFICATION OF PERIMETER:

At least one–sixth of the boundary of the land described in paragraphs one (1) above, is now existing City Limits Line.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

COLORADO LICENSED
MICHAEL LELAND CUPPY
38485
01/12/2022
PROFESSIONAL LAND SURVEYOR

_____
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of NorthStar Engineering & Surveying Inc.



VICINITY MAP
NOT TO SCALE

LEGEND

◑	FOUND 3 1/4" DIAMETER ALUMINUM CAP, PLS 33200
◉	*FOUND 2" DIAMETER ALUMINUM CAP, PLS 16128*
◎	FOUND 2" DIAMETER ALUMINUM CAP, PLS 33200
◆	*FOUND YELLOW PLASTIC CAP, PLS 16128*
◐	*FOUND YELLOW PLASTIC CAP, PLS 10093*
△	FOUND YELLOW PLASTIC CAP, PLS ILLEGIBLE
◒	FOUND 2 1/2" ALUMINUM CAP, PLS 16128
	FOUND BENT NO. 6 REBAR NO CAP
	FOUND 3 1/4" DIAMETER BRASS CAP IN CONCRE
⬡	FOUND 3 1/4" DIAMETER ALUMINUM CAP, PLS 3
(D)	*DEED*
P.O.B.	*POINT OF BEGINNING*
P.O.C.	*POINT OF COMMENCEMENT*
	EXISTING CITY LIMITS LINE
	PROPOSED CITY LIMITS LINE

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE:	WILDHORSE ANNEXATION 1		
SCALE:	1" = 300'	DRAWN BY: DMB	FILE: 1804400_ANNEX.DWG
DATE:	05–25–20	CHECKED BY: MLC	JOB NO. 1804400

ANNEXATION TO THE CITY OF PUEBLO
***
IMPACT REPORT
FOR
Wildhorse Annexation 1

The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

(a) A map or maps of the municipality and adjacent territory to show the following information:

(I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the Wildhorse Annexation, attached as Exhibit 1.

(II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

Wildhorse Road and Dunn Avenue are currently located on the site. Municipal Water is currently in Wildhorse Road right-of-way (16" PVC) that runs from the south end of the site to the northwest of the annexation area and is adequately sized for service to the annexation area. Pueblo Boulevard and other utilities that are not currently extended north to the proposed annexed area will be required to be extended north upon subdivision of said area. There is currently no sanitary or storm sewer on the site.

(III) The existing and proposed land use pattern in the areas to be annexed;

Existing land use pattern in the areas adjacent to the annexed area are primarily agricultural. The proposed land use for the annexed area will be primarily commercial with limited residential.

(b) A copy of any draft or final pre-annexation agreement, if available;

Not applicable

(c) A statement setting forth the plans of the municipality for extending to, or otherwise providing for within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

The City of Pueblo will provide police and fire protection to this annexed area. This site's main entrance will be the proposed extension of Pueblo Boulevard. This road will be utilized by the workers that will enter the site on a sporadic schedule during the construction period. Employees will enter the site on a daily basis once operational and, maintenance/delivery trucks may also need access when operational.

(d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

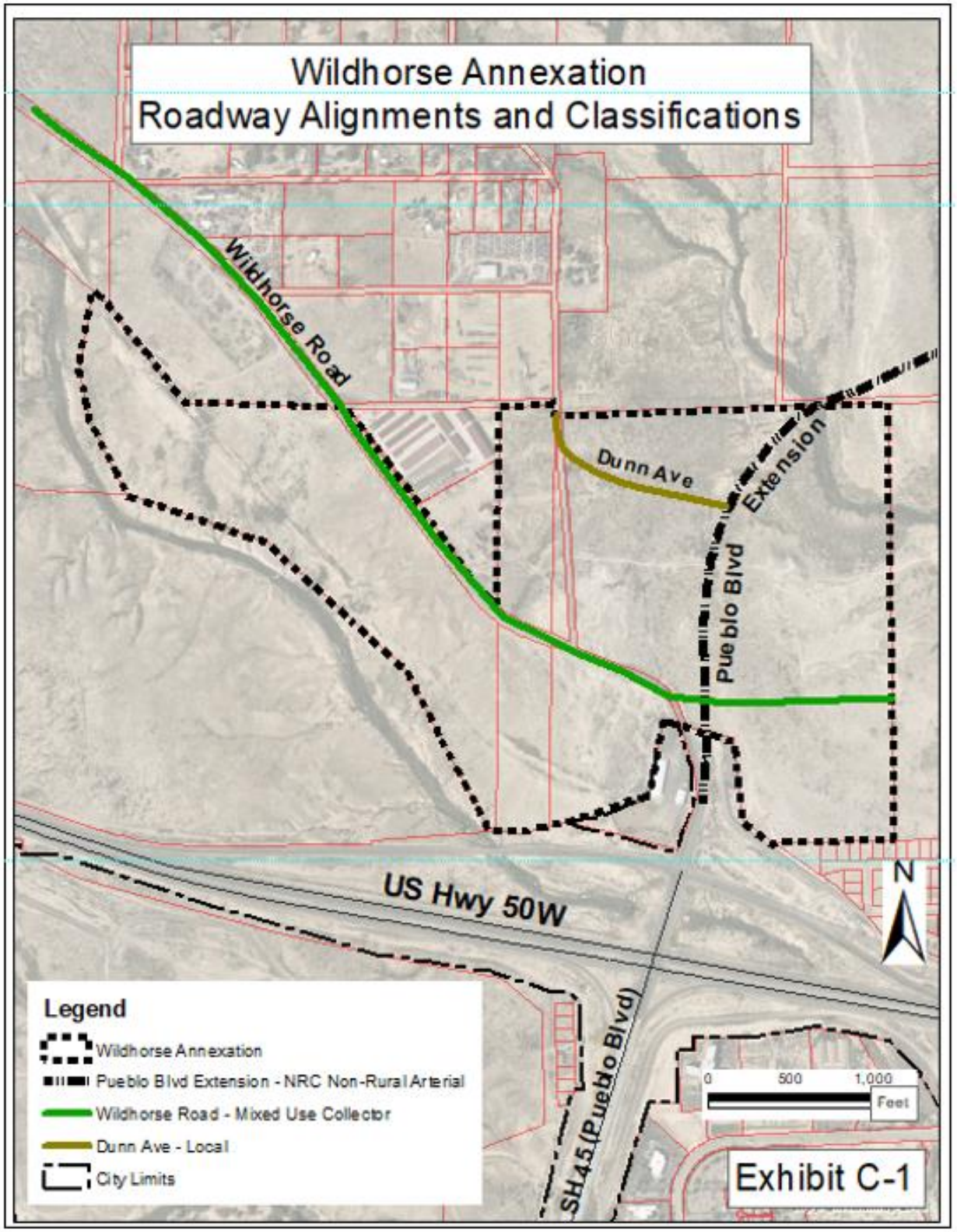
Fire and police services will be funded through the City's General Fund.

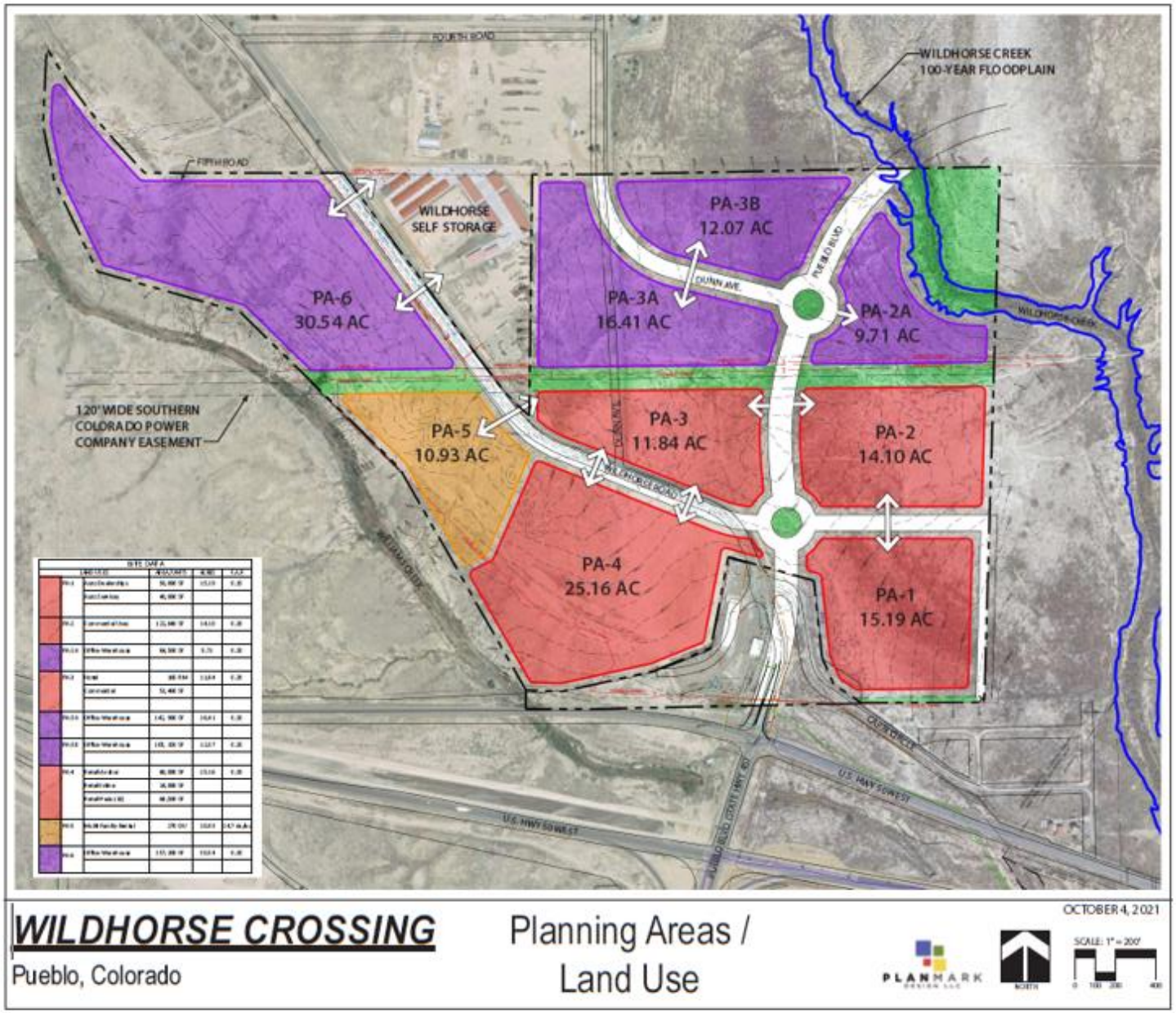
(e) A statement identifying existing districts within the area to be annexed;

The property is within the boundaries of the Pueblo Regional Library District, School District No. 60, Pueblo County School District 70, and the Lower Arkansas Valley Water Conservancy District.

(f) A statement on the effect of annexation upon local public-school district systems, including the estimated number of students generated and the capital construction required to educate such students.

This annexation will consist of commercial use. Employees at the commercial sites will likely live in a variety of areas both within and outside of School District No. 60 and Pueblo County School District 70 boundaries. The annexation will have a positive impact on the property tax base for School Districts, with a minimal impact on the need to add classroom space or associated school facilities.


Wildhorse Annexation
Roadway Alignments and Classifications
Wildhorse Road
Dunn Ave
Pueblo Blvd Extension
US Hwy 50W
SH45 (Pueblo Blvd)
N
Legend
Wildhorse Annexation
Pueblo Blvd Extension - NRC Non-Rural Arterial
Wildhorse Road - Mixed Use Collector
Dunn Ave - Local
City Limits
0
500
1,000
Feet
Exhibit C-1



WILDHORSE CROSSING

Pueblo, Colorado

Planning Areas / Land Use

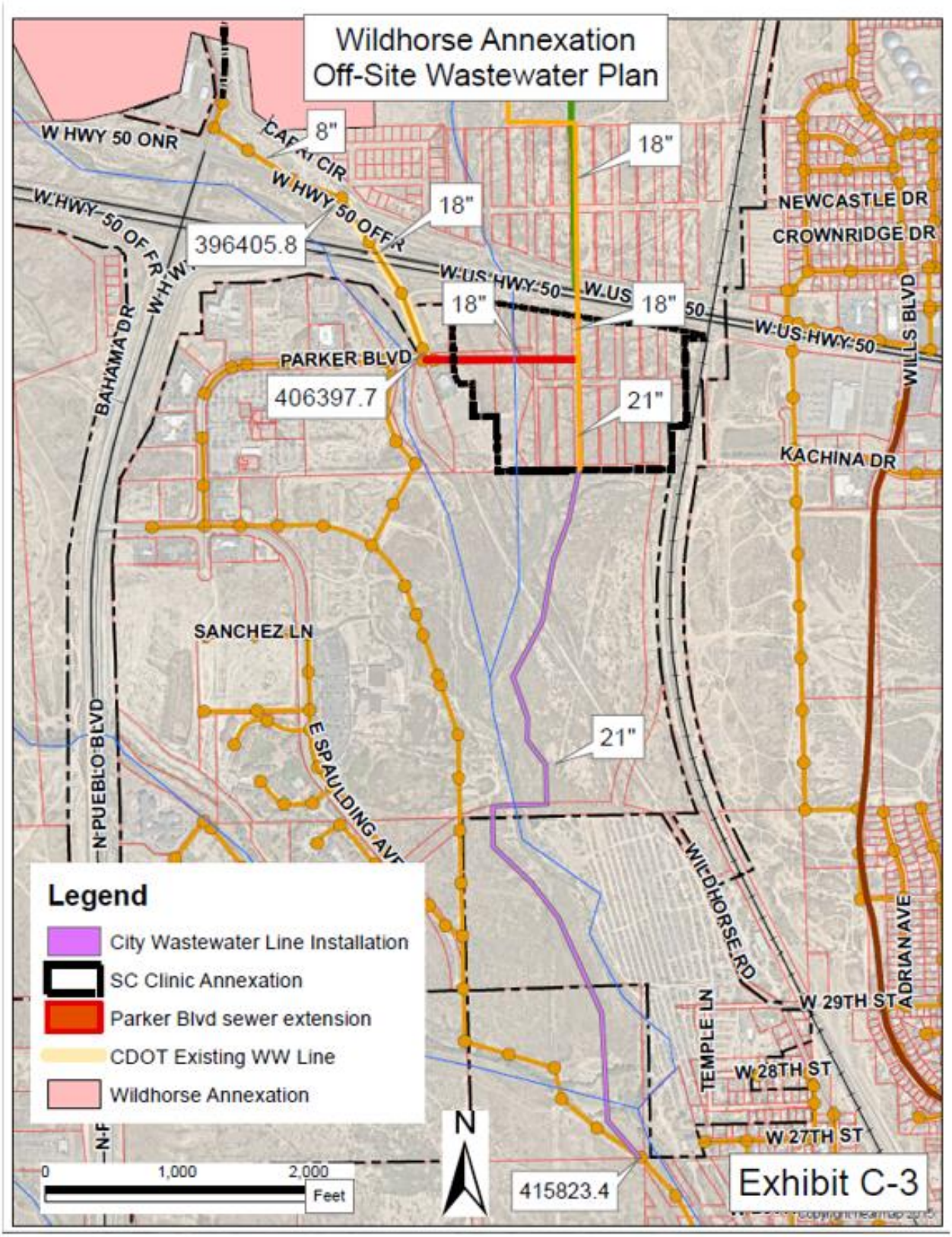
OCTOBER 4, 2021

PLANMARK

NORTH

SCALE: 1" = 200'

Exhibit C-2


Wildhorse Annexation
Off-Site Wastewater Plan
W HWY 50 ONR
8"
18"
18"
396405.8
W HWY 50 OFFR
W HWY 50 OFFR
W US HWY 50
W US HWY 50
18"
18"
NEWCASTLE DR
CROWNRIDGE DR
WILLS BLVD
PARKER BLVD
406397.7
21"
KACHINA DR
BAHAMA DR
SANCHEZ LN
21"
E SPAULDING AVE
N PUEBLO BLVD
WILDHORSE RD
ADRIAN AVE
W 29TH ST
TEMPLE LN
W 28TH ST
W 27TH ST
415823.4
Legend
City Wastewater Line Installation
SC Clinic Annexation
Parker Blvd sewer extension
CDOT Existing WW Line
Wildhorse Annexation
0
1,000
2,000
Feet
N
Exhibit C-3

City Clerk's Office Item # M-5

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 2 DESCRIBED AS 98.98 ACRES NORTH AND WEST OF THE WILDHORSE ANNEXATION 1 AND EAST AND WEST OF WILDHORSE ROAD

SUMMARY:

The proposed Resolution seeks City Council's adoption of certain findings and determinations that the area commonly known as the Wildhorse Annexation 2 meets the applicable requirements of Colorado Revised Statutes 31-12-104 and 105.

PREVIOUS COUNCIL ACTION:

On June 14, 2021, City Council approved Resolution No. 14633 preliminarily determining that the petition for annexation of the area commonly known as the Pueblo Springs Apartments Annexation 2 is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Wildhorse Annexation 2 is an annexation of property totaling 98.98 acres located north and west of the Wildhorse Annexation 1 and east and west of Wildhorse Road. The property is proposed to be annexed and developed for a mixture of retail uses, high density residential, and business park uses. The area to be annexed is located within the boundaries of the City of Pueblo's 3-Mile Annexation Plan. This Resolution determines that the annexation is found and determined to meet the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation under the Municipal Annexation Act of 1965. The findings and determination include:

1. The area proposed for annexation has at least one-sixth of its perimeter boundary that is contiguous with the boundaries of the City of Pueblo.
2. A community of interest exists between the area to be annexed and the City of Pueblo in that the area is urban or will be urbanized in the near future, and that the area to be annexed is integrated with or is capable of being integrated with the City of Pueblo.

3. The annexation petition contains signatures of 100% of the owners of the area to be annexed into the City of Pueblo.

4. The boundaries of the area to be annexed do not divide any land held in identical ownership into separate parts or parcels without the consent of the landowners.

5. The area to be annexed does not include, without the consent of the landowners, land held in identical ownership comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon has an assessed value in excess of $200,000 for ad valorem tax purposes for the year preceding the annexation.

FINANCIAL IMPLICATIONS:

The approval of this Resolution finding and determining the property complies with the applicable requirements of the Colorado Revised Statutes §31-12-104 and 105 establishing eligibility for annexation under the Municipal Annexation Act of 1965 does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 8, 2021, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey, seconded by Commissioner Avalos. Motion passed 7-0.

STAKEHOLDER PROCESS:

A certified mailing has been delivered to all taxing entities as required by Colorado Revised Statutes including the notice of the hearing, annexation petition, annexation plat, and annexation impact report.

ALTERNATIVES:

Deny the Resolution.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Proposed Resolution
Wildhorse Annexation 2 Petition with Circulator's Oath
Annexation Plat and Impact Report

RESOLUTION NO. 14791

A RESOLUTION APPROVING AND ADOPTING FINDINGS AND DETERMINATIONS CONCERNING THE PROPOSED ANNEXATION OF THE AREA COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 2 COMMONLY DESCRIBED AS 98.98 ACRES NORTH AND WEST OF THE WILDHORSE ANNEXATION 1 AND EAST AND WEST OF WILDHORSE ROAD

WHEREAS, the Pueblo City Council commenced on January 24, 2022 and concluded a public hearing on January 24, 2022, for the purpose of determining and finding whether or not the area proposed to be annexed and described in Resolution No. 14633 and the annexation plat (herein "area to be annexed") meets the applicable requirements of C.R.S. §31-12-104 and 105; and,

WHEREAS, the Pueblo City Council has now considered the testimony and evidence presented at the public hearing including the annexation plat of the area to be annexed, prepared and certified by Michael Leland Cuppy under the date of January 12, 2022; NOW, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that: (a) a petition has been received for the annexation of the area to be annexed, and that such petition has been signed by persons comprising more than fifty percent of the landowners in the area to be annexed and owning more than fifty percent of the area to be annexed, excluding public streets and alleys, and any land owned by the City of Pueblo, (b) the boundaries of the area to be annexed do not divide into separate parts or parcels any land held in identical ownership without the consent of the landowners as restricted and defined by C.R.S. §31-12-105 (2)(a) the area to be annexed does not include, without the consent of the landowners, land held in identical ownership comprising twenty (20) acres or more which, together with the buildings and improvements situated thereon has an assessed value in excess of $200,000 for ad valorem tax purposes for the year preceding the annexation, (c) no annexation proceedings have been commenced for annexation to another municipality of part or all of the area to be annexed, (d) the area to be annexed meets the applicable requirements of C.R.S. §31-12-104 and 105, and (e) that a community of interest exists between the area to be annexed and the City of Pueblo in that said area is urban or will be urbanized in the near future, and that the area to be annexed is integrated with or is capable of being integrated with the City of Pueblo.

SECTION 2.

The City Council hereby finds and determines that an annexation election under C.R.S. §31-12-107 (2) is not required.

SECTION 3.

The City Council hereby finds and determines that other than those set forth in the Petition for Annexation and Annexation Agreement no additional terms or conditions are to be imposed upon the area to be annexed.

SECTION 4.

The City Council hereby finds and determines that not less than one-sixth of the perimeter of the area to be annexed is contiguous with the existing boundaries of the City of Pueblo, the annexation will not result in the extension of the City's boundaries more than three miles, the City has in place a plan for the area to be annexed complying with the requirements of C.R.S. §31-12-105(1)(e)(I), and the entire width of all streets and alleys to be annexed are included within the boundaries of the area to be annexed.

SECTION 5.

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

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

CITY OF PUEBLO
ANNEXATION INFORMATION SHEET

Attached is a blank Petition for Annexation to be completed and filed with the City Clerk of the City of Pueblo together with an original and twenty-four (24) prints of an annexation map and satisfactory evidence of the names and addresses of all the owners of land within the area proposed to be annexed. All petitioners must sign the Petition for Annexation within 180 days before the date of filing with the City Clerk. Prior to filing with the City Clerk all documents must be reviewed by the City's Director of Land Use.

TO BE COMPLETED BY PETITIONERS

Name of Annexation **Wildhorse Annexation 2**

Location and size in acres: Sections 9 and 10, Township 20 South, Range 65, West of the 6th P.M., County of Pueblo, Colorado, 98.98 acres.
100 % of Owners 1; Less than 100% of owners 0
School District No. 60/70; Special District: (1)

Annexation Agreement: The City requires the Petitioner to enter into an Annexation Agreement prior to the effective date of the annexation. Such Agreement shall constitute conditions of annexation as effectively as if set forth in the Petition For Annexation.

For Office Use Only: Date Reviewed by Director of Land Use _____
Date Petition Filed _____ Filing Fee $_____ Paid _____
Resolution Finding Substantial Compliance adopted _____,
Date of Public Hearing_____; Notice of Public Hearing Published:_____,
_____, _____, and _____.
Copy of published Notice and Petition For Annexation sent by Registered Mail on _____ to Pueblo County Board of County Commissioners, Pueblo County Attorney, School District _____, Southeastern Water Conservancy District, Pueblo Library District, Other _____ and special district _____.

Upon receipt of this Annexation Information Sheet, Petition For Annexation, 24 prints of the annexation map, and evidence of ownership, the City Clerk will forward copies of the Annexation Information Sheet and Petition for Annexation together with the evidence of ownership and 20 prints of the annexation map to the Director of Land Use and refer the Petition For Annexation to the City Council as a communication.

(1) Pueblo City/County Library District
South East Water Conservancy District
Lower Arkansas Valley Water Conservancy District

CITY OF PUEBLO
PETITION FOR ANNEXATION

TO THE CITY COUNCIL OF PUEBLO, COLORADO:

Pursuant to the Municipal Annexation Act of 1965 and C.R.S. §31-12-107(1) the undersigned landowners within the area proposed for annexation hereby petition the City Council of the City of Pueblo for annexation to the City of Pueblo (herein "City") of the following described unincorporated area located in the County of Pueblo, State of Colorado:

See Attached Exhibit A

As ground for this annexation, Petitioners state:

1. It is desirable and necessary that the area herein described be annexed to the City.

2. Not less than one-sixth of the perimeter of the area proposed to be annexed is contiguous with existing boundaries of the City.

3. This petition for annexation has been signed by persons comprising more that fifty percent (50%) of the landowners in the area proposed to be annexed and owning more than fifty percent (50%) of the area, excluding public street, alleys, and any land owned by the City.

4. A community of interest exists between the area proposed to be annexed and the City.

5. The area proposed to be annexed is urban or will be urbanized in the near future.

6. The area proposed to be annexed is integrated with or is capable of being integrated with the City.

7. No land held in identical ownership, whether consisting of one tract or parcel of real estate or two or more contiguous tracts or parcels of real estate:

   (a) is divided into separate parts or parcels without the written consent of the landowners thereof, unless such tracts or parcels are separated by a dedicated street, road or other public way; or,

   (b) comprises twenty (20) acres or more and which, together with the buildings and improvements situated thereon has an assessed value in excess of $200,000.00 for ad valorem tax purposes for the year preceding the annexation, is included within the

territory proposed to be annexed without the written consent of the landowner or landowners.

8. The mailing address of each signer, the legal description of the land owned by each landowner and the date of signing of each signature are shown on this petition.

9. Attached to this petition is the affidavit of the circulator of this petition that each signature hereon is the signature of the person whose name it purports to be.

10. Accompanying this petition are an original and twenty-four (24) prints of an annexation map containing the following information:

    (a) A written legal description of the boundaries of the area proposed to be annexed;

    (b) A map showing the boundary of the area proposed to be annexed. (Such map shall be prepared by and contain the seal of a Colorado registered engineer or land surveyor);

    (c) Within the annexation boundary map there is shown the location of each ownership tract in unplatted land and, if part or all of the area is platted, the boundaries and the plat numbers of plots or of lots and blocks;

    (d) Next to the boundary of the area proposed to be annexed, a drawing of the contiguous boundary of the City and the area proposed to be annexed with the dimension of such boundary.

11. The area proposed to be annexed is not presently a part of any incorporated city or town.

12. No part of the area proposed to be annexed is more than three miles in any direction from any point of the boundaries of the City as such was established more than one year before this annexation will take place.

13. As condition of and in consideration of the City annexing the area proposed to be annexed, Petitioners, for themselves and their heirs, personal representatives, successors and assigns:

    (a) Waive and release all previously acquired or existing vested property rights attached to or established with respect to the area proposed to be annexed and acknowledge and agree that the annexation of the area proposed to be annexed is not a site-specific development plan and no vested property right shall attach to or be established with respect to the area proposed to be annexed.

    (b) Acknowledge and agree that upon the annexation of the area proposed to be annexed and, subject to the provisions of the Annexation Agreement, the area shall become subject to the Charter, ordinances, resolutions, rules and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services; including, but not limited to sanitary sewer services, to the area proposed to be annexed.

(c) "Vested property right" and "site specific development plan" shall have the same meaning as set forth in Chapter 12 of Title XVII of the 1971 Code of Ordinances of the City and Article 60, Title 24, C.R.S.

14. Petitioners consent and agree to the following conditions:

(a) Petitioners and the City shall enter into an Annexation Agreement prior to the effective date of this annexation.

(b)

(c)

(d)

(e)

WHEREFORE, Petitioners request that the City Council of Pueblo approve the annexation of the above described area to the City of Pueblo (all Petitioners must sign this Petition within 180 days prior to the date of filing with the City Clerk.

SIGNATURE	MAILING ADDRESS	LEGAL DESCRIPTION	DATE OF SIGNING
	Wildhorse Land and Holdings, a* Limited Liability Company, P.O. Box 64140 Colorado Springs, CO, 80962	See Attached	5/25/2

*Colorado

CIRCULATOR'S OATH

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The undersigned of lawful age being first duly sworn upon oath deposes and states that I circulated the foregoing Petition For Annexation and that each signature therein is the signature of the person whose name it purports to be.

Circulator's Signature

Subscribed and affirmed, or sworn to, before me in the County of Pueblo, State of Colorado, this 25 day of May, 2021, By Warren Dean as Managing Member of Wildhorse Land and Holdings (Colorado Limited Liability Company)

Witness my hand and official seal.

My commission expires: 8/22/2024.

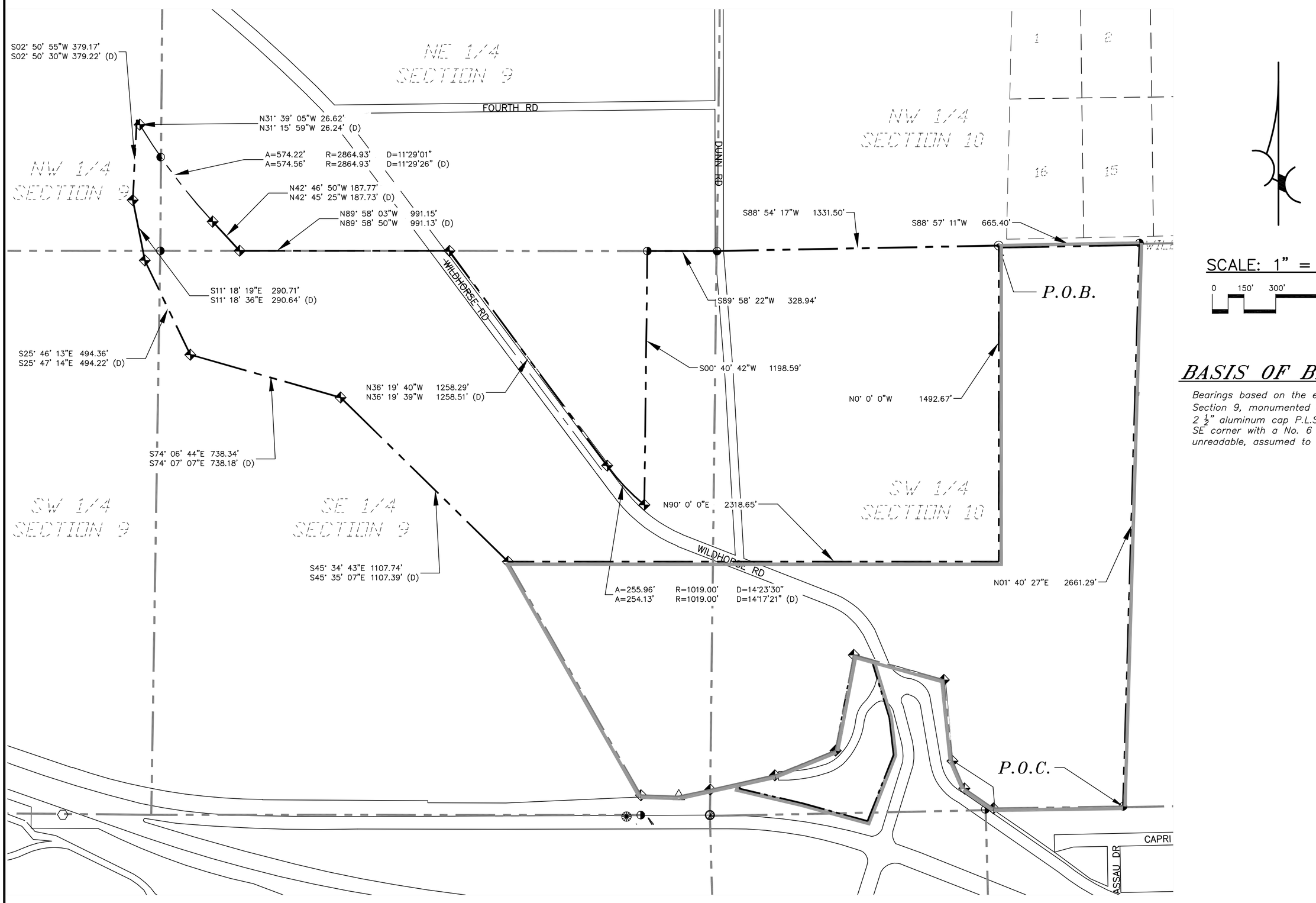
(SEAL)

Notary Public (or official title)

ELIZABETH HALL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20004024686
My Commission Expires: August 22, 2024

WILDHORSE ANNEXATION 2
ANNEXATION TO THE CITY OF PUEBLO

A PORTION OF THE SE 1/4 OF THE NW 1/4, A PORTION OF THE NE ¼ OF THE SW ¼ AND A PORTION OF THE E ½ OF SECTION 9 AND A PORTION OF THE W ½ OF THE SW ¼, A PORTION OF THE W ½ OF THE E ½ OF THE SW ¼ OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO.



SCALE: 1" = 300'

0 150' 300' 600'

BASIS OF BEARINGS:

Bearings based on the east line of the SE ¼ of Section 9, monumented at the E ¼ corner with a 2 ½" aluminum cap P.L.S. No. 16128 and at the SE corner with a No. 6 Rebar P.L.S. No. unreadable, assumed to bear S 00°42'45"W.

1. AREA TO BE ANNEXED

A portion of three Parcels of land located in sections 9 and 10, Township 20 South, Range 65 West, of the 6th Principal Meridian in the County of Pueblo and State of Colorado, being more particularly described as follows:

Commencing at the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E ½ of the SW ¼ of the SW ¼ of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the north line, a distance of 665.40 feet, to the Northwest corner of the W ½ of the E ½ of the SW ¼ of Section 10 and point of beginning; thence S 88 degrees 54 minutes 17 seconds W, along the north line, a distance of 1331.50 feet, to the Northeast corner of the E ¼ of section 9; thence S 89 degrees 58 minutes 22 seconds W, along the north line, a distance of 328.94 feet to the NW corner of the E ½ of the E ½ of the E ½ of the SE ¼ of Section 9; thence S 0 degrees 40 minutes 42 seconds W, along the west line, a distance of 1198.56 feet to a point on a non tangent curve, having a radius of 1019.00 feet, a radial line bears N 39 degrees 18 minutes 39 seconds E from said point; thence northwesterly along the arc of last said curve through a central angle of 14 degrees 23 minutes 30 seconds, a distance of 255.96 feet; thence N 36 degrees 19 minutes 40 seconds W, tangent to last said curve, a distance of 1258.29 feet, to a point on the north line of the SE ¼ of said Section 9; thence N 89 degrees 58 minutes 03 seconds W, along said north line, a distance of 991.15 feet to a point on the center line of the Kansas and Colorado Railroad abandoned right of way; thence N 42 degrees 46 feet 50 seconds, along said center line, distance of 187.77 feet to the beginning of a curve to the right having a radius of 2864.93 feet; thence northwesterly, continuing along said center line, along the arc of said curve, through a central angle of 11 degrees 29 minutes 01 seconds, a distance of 574.22 feet; thence N 31 degrees 39 minutes 05 seconds W continuing along said center line a distance of 26.62 feet; thence S 02 degrees 50 minutes 55 seconds W, leaving said center line, a distance of 379.17 feet; thence S 11 degrees 18 minutes 19 seconds E, a distance of 290.71 feet; thence S25 degrees 46 minutes 13 seconds E, a distance of 494.36 feet; thence S 74 degrees 06 minutes 44 seconds E, a distance of 738.34 feet; thence S 45 degrees 34 minutes 43 seconds E, a distance of 1107.74 feet to the present city limits line; thence N 90 degrees 0 minutes 0 seconds E continuing along said city limits line, a distance of 2318.65 feet; thence N 0 degrees 0 minutes 0 seconds W, continuing along said city limits line, a distance of 1492.67 feet to the point of beginning.

Containing 98.98 acres, more or less.

2. PROPOSED NEW CITY LIMITS LINE:

Commencing at the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E ½ of the SW ¼ of the SW ¼ of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the north line, a distance of 665.40 feet, to the Northwest corner of the W ½ of the E ½ of the SW ¼ of Section 10 and point of beginning; thence S 88 degrees 54 minutes 17 seconds W, along the north line, a distance of 1331.50 feet, to the Northeast corner of the E ¼ of section 9; thence S 89 degrees 58 minutes 22 seconds W, along the north line, a distance of 328.94 feet to the NW corner of the E ½ of the E ½ of the E ½ of the SE ¼ of Section 9; thence S 0 degrees 40 minutes 42 seconds W, along the west line, a distance of 1198.56 feet to a point on a non tangent curve, having a radius of 1019.00 feet, a radial line bears N 39 degrees 18 minutes 39 seconds E from said point; thence northwesterly along the arc of last said curve through a central angle of 14 degrees 23 minutes 30 seconds, a distance of 255.96 feet; thence N 36 degrees 19 minutes 40 seconds W, tangent to last said curve, a distance of 1258.29 feet, to a point on the north line of the SE ¼ of said Section 9; thence N 89 degrees 58 minutes 03 seconds W, along said north line, a distance of 991.15 feet to a point on the center line of the Kansas and Colorado Railroad abandoned right of way; thence N 42 degrees 46 feet 50 seconds, along said center line, distance of 187.77 feet to the beginning of a curve to the right having a radius of 2864.93 feet; thence northwesterly, continuing along said center line, along the arc of said curve, through a central angle of 11 degrees 29 minutes 01 seconds, a distance of 574.22 feet; thence N 31 degrees 39 minutes 05 seconds W continuing along said center line a distance of 26.62 feet; thence S 02 degrees 50 minutes 55 seconds W, leaving said center line, a distance of 379.17 feet; thence S 11 degrees 18 minutes 19 seconds E, a distance of 290.71 feet; thence S25 degrees 46 minutes 13 seconds E, a distance of 494.36 feet; thence S 74 degrees 06 minutes 44 seconds E, a distance of 738.34 feet; thence S 45 degrees 34 minutes 43 seconds E, a distance of 1107.74 feet to the present city limits line;

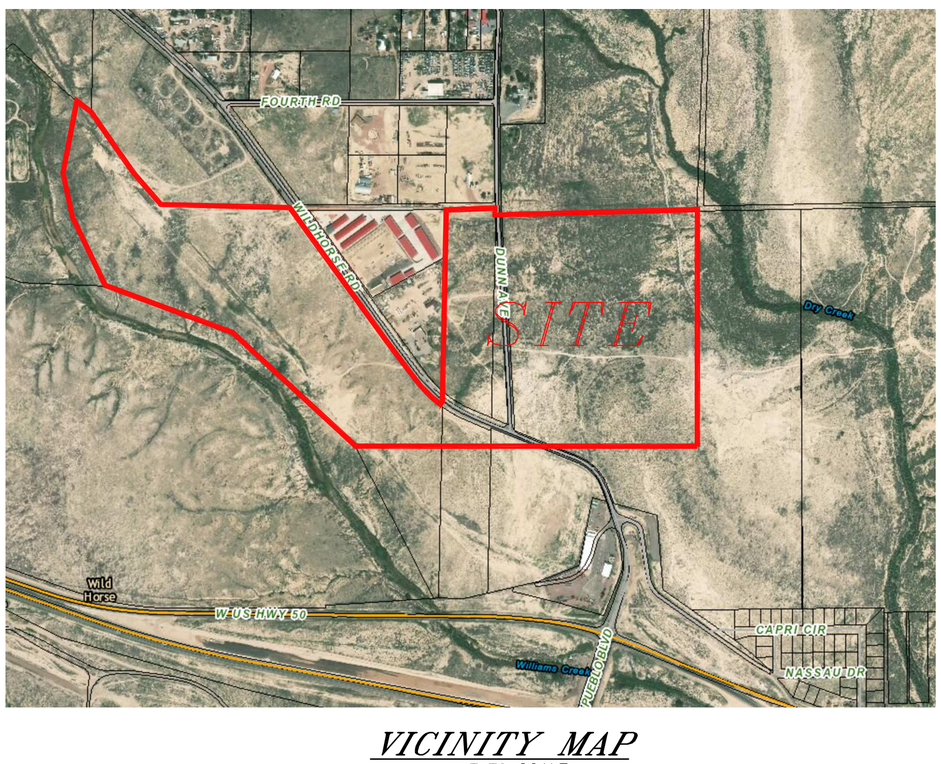
3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in paragraphs one (1) above, is now existing City Limits Line.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

COLORADO LICENSED
MICHAEL LELAND CUPPY
38485
01/12/2022
PROFESSIONAL LAND SURVEYOR

Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of NorthStar Engineering & Surveying Inc.



VICINITY MAP
NOT TO SCALE

LEGEND

◑	FOUND 3 1/4" DIAMETER ALUMINUM CAP, PLS 33200
◉	*FOUND 2" DIAMETER ALUMINUM CAP, PLS 16128*
◎	FOUND 2" DIAMETER ALUMINUM CAP, PLS 33200
◆	*FOUND YELLOW PLASTIC CAP, PLS 16128*
◐	*FOUND YELLOW PLASTIC CAP, PLS 10093*
△	FOUND YELLOW PLASTIC CAP, PLS ILLEGIBLE
◒	FOUND 2 1/2" ALUMINUM CAP, PLS 16128
	FOUND BENT NO. 6 REBAR NO CAP
	FOUND 3 1/4" DIAMETER BRASS CAP IN CONCRE
⬡	FOUND 3 1/4" DIAMETER ALUMINUM CAP, PLS 3
(D)	*DEED*
P.O.B.	*POINT OF BEGINNING*
P.O.C.	*POINT OF COMMENCEMENT*
	EXISTING CITY LIMITS LINE
	PROPOSED CITY LIMITS LINE

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE:	WILDHORSE ANNEXATION 2		
SCALE:	1" = 300'	DRAWN BY: DMB	FILE: 1804400_ANNEX.DWG
DATE:	05-25-21	CHECKED BY: MLC	JOB NO. 1804400

ANNEXATION TO THE CITY OF PUEBLO
***
IMPACT REPORT
FOR
Wildhorse Annexation 2

The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

(a) A map or maps of the municipality and adjacent territory to show the following information:

(I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the Wildhorse Annexation 2, attached as Exhibit 1.

(II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

Wildhorse Road and Dunn Avenue are currently located on the site. Municipal Water is currently in Wildhorse Road right-of-way (16" PVC) that runs from the south end of the site to the northwest of the annexation area and is adequately sized for service to the annexation area. Pueblo Boulevard and other utilities that are not currently extended north to the proposed annexed area will be required to be extended north upon subdivision of said area. There is currently no sanitary or storm sewer on the site.

(III) The existing and proposed land use pattern in the areas to be annexed;

Existing land use pattern in the areas adjacent to the annexed area are primarily agricultural. The proposed land use for the annexed area will be primarily commercial with limited residential.

(b) A copy of any draft or final pre-annexation agreement, if available;

Not applicable

(c) A statement setting forth the plans of the municipality for extending to, or otherwise providing for within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

The City of Pueblo will provide police and fire protection to this annexed area. This site's main entrance will be the proposed extension of Pueblo Boulevard. This road will be utilized by the workers that will enter the site on a sporadic schedule during the construction period. Employees will enter the site on a daily basis once operational and, maintenance/delivery trucks may also need access when operational.

(d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

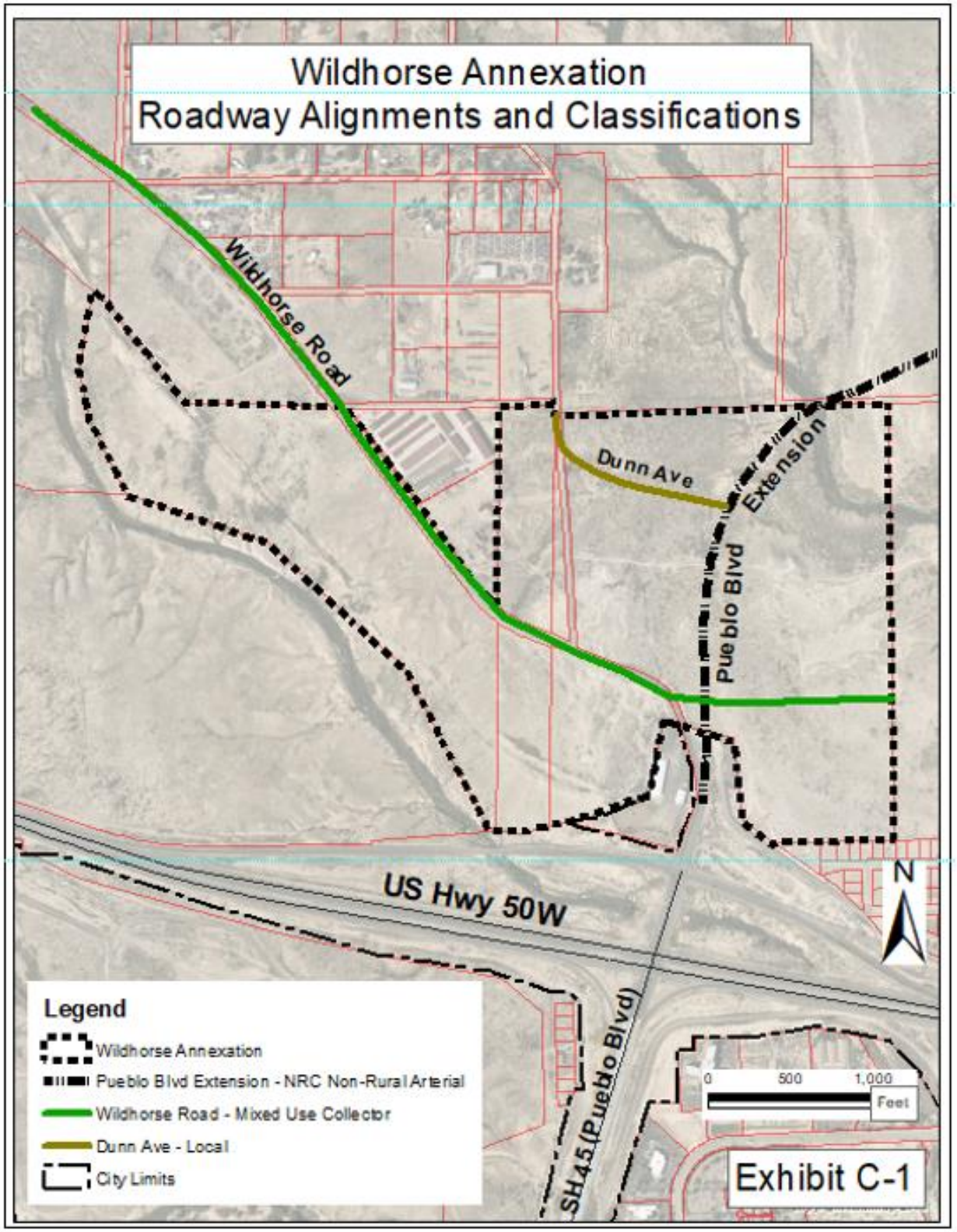
Fire and police services will be funded through the City's General Fund.

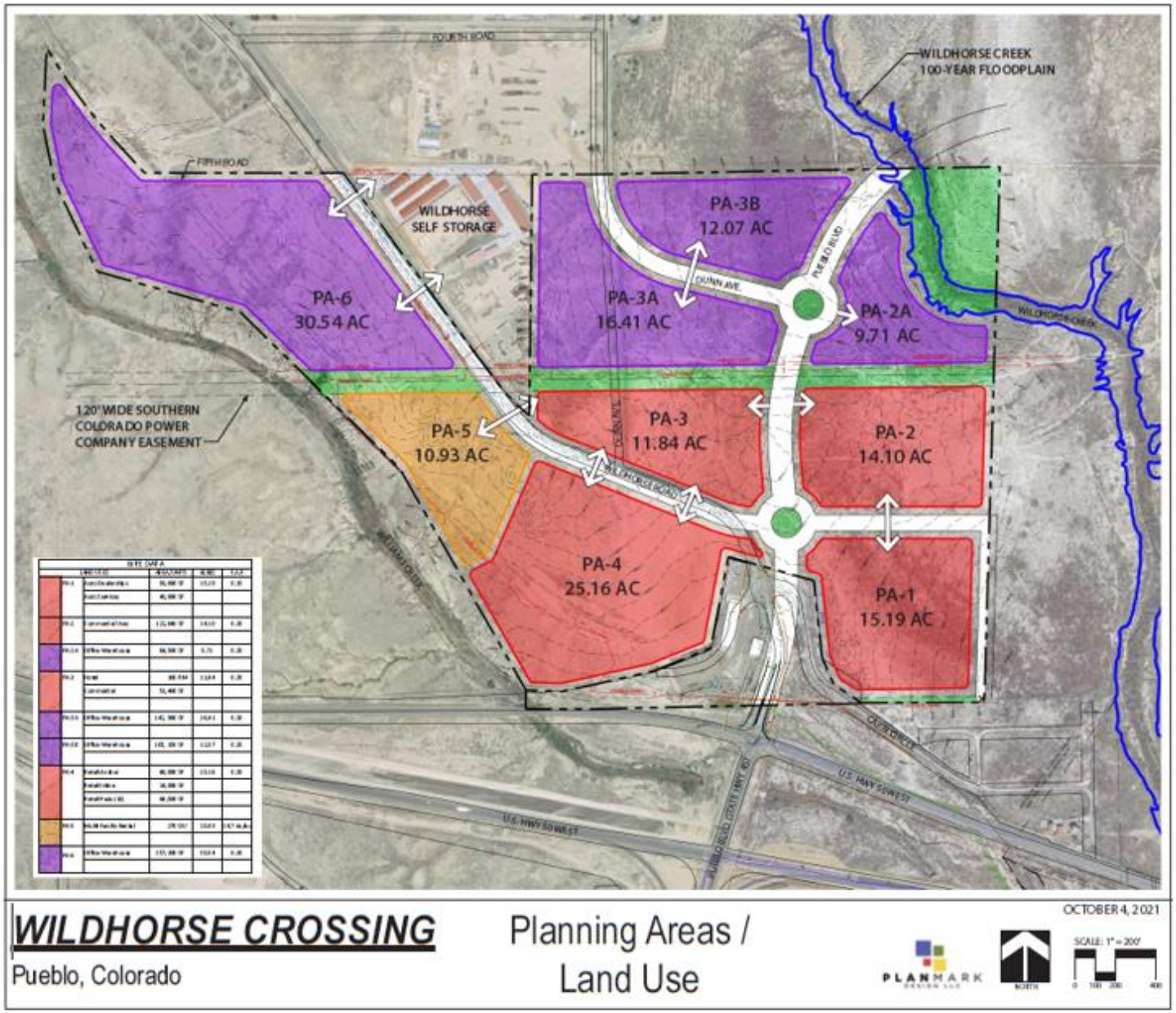
(e) A statement identifying existing districts within the area to be annexed;

The property is within the boundaries of the Pueblo Regional Library District, School District No. 60, Pueblo County School District 70, and the Lower Arkansas Valley Water Conservancy District.

(f) A statement on the effect of annexation upon local public-school district systems, including the estimated number of students generated and the capital construction required to educate such students.

This annexation will consist of commercial and minor residential use. Direct impact to the school system will occur from this residential development. It is estimated the possible number of students will be 96. School District No. 60 has a goal of providing a minimum of 115 ft² of space per student and 8-10 acres of usable acres for elementary schools designed for 400 students. The annexation will have a minimal impact on the need to add classroom space or associated school. Employees at the commercial sites will likely live in a variety of areas both within and outside of School District No. 60 and Pueblo County School District 70 boundaries. The annexation will have a positive impact on the property tax base for School Districts, with a minimal impact on the need to add classroom space or associated school facilities.


Wildhorse Annexation
Roadway Alignments and Classifications
Wildhorse Road
Dunn Ave
Pueblo Blvd Extension
US Hwy 50W
SH45 (Pueblo Blvd)
N
Legend
Wildhorse Annexation
Pueblo Blvd Extension - NRC Non-Rural Arterial
Wildhorse Road - Mixed Use Collector
Dunn Ave - Local
City Limits
0
500
1,000
Feet
Exhibit C-1



WILDHORSE CROSSING

Pueblo, Colorado

Planning Areas / Land Use

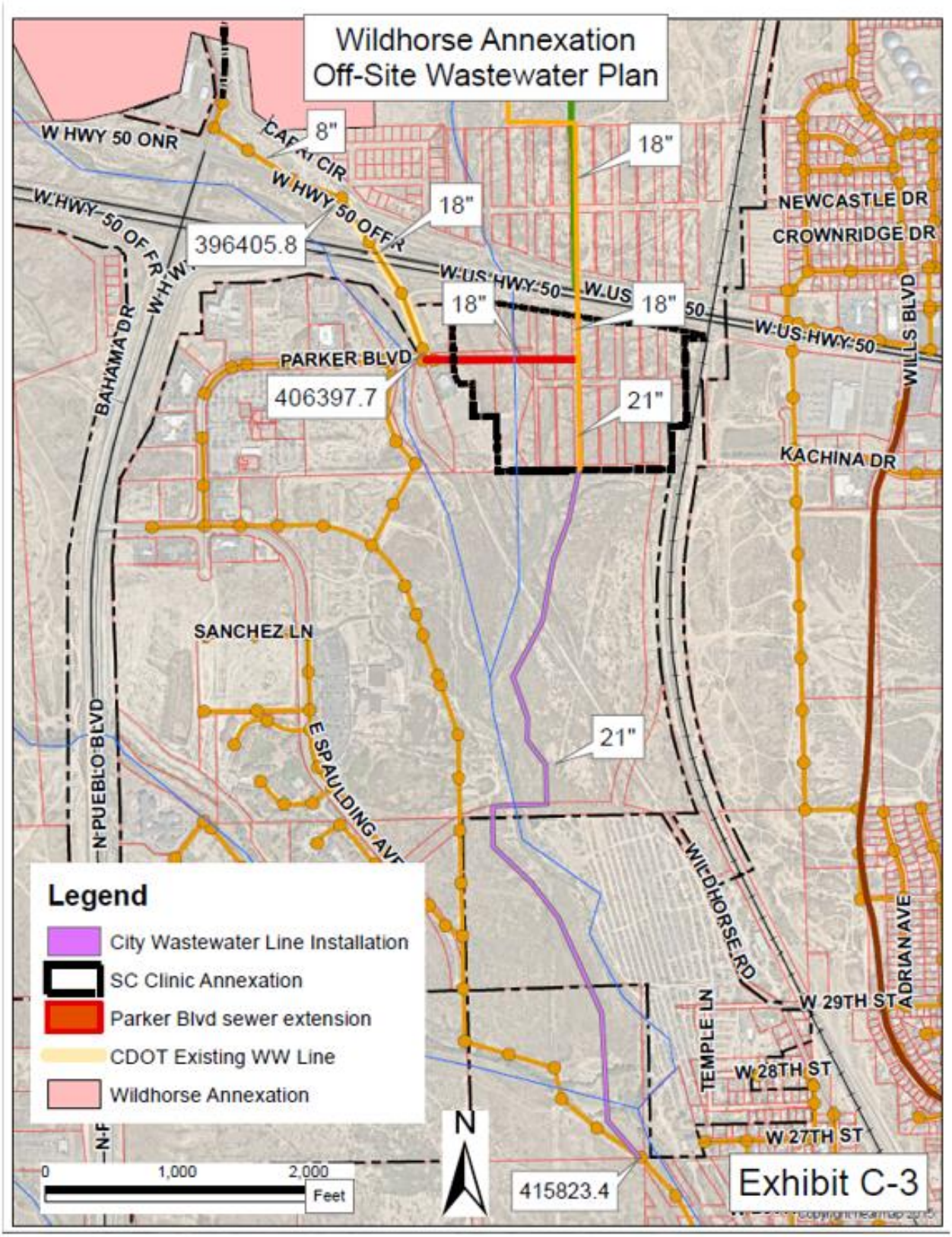
OCTOBER 4, 2021

PLANMARK

NORTH

SCALE: 1" = 200'

Exhibit C-2


Wildhorse Annexation
Off-Site Wastewater Plan
W HWY 50 ONR
8"
18"
18"
396405.8
W HWY 50 OFFR
W HWY 50 OFFR
W US HWY 50
W US HWY 50
18"
18"
NEWCASTLE DR
CROWNRIDGE DR
WILLS BLVD
PARKER BLVD
406397.7
21"
KACHINA DR
BAHAMA DR
SANCHEZ LN
21"
E SPAULDING AVE
N PUEBLO BLVD
WILDHORSE RD
ADRIAN AVE
W 29TH ST
TEMPLE LN
W 28TH ST
W 27TH ST
415823.4
Legend
City Wastewater Line Installation
SC Clinic Annexation
Parker Blvd sewer extension
CDOT Existing WW Line
Wildhorse Annexation
0
1,000
2,000
Feet
N
Exhibit C-3

City Clerk's Office Item # M-6

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND CACTUS COMMUNICATIONS, INC., A COLORADO CORPORATION, ON BEHALF OF ITS CLIENT, THE COLORADO LOTTERY

SUMMARY:

Attached is a Resolution approving a sponsorship agreement between the City of Pueblo and Cactus Communications, Inc. on behalf of its client, the Colorado Lottery for the procurement and management of snow removal subcontractor services.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

In November 2021, the Colorado Lottery reached out to the Pueblo Parks and Recreation Department concerning a potential sponsorship for a snow removal program on the Arkansas River trail from Runyon Lake to the Lake Pueblo State Park boundary. The term of this agreement expires April 22, 2022, unless terminated sooner with agreement by both parties.

FINANCIAL IMPLICATIONS:

The Colorado Lottery will cover all expenses for the portion of the trail up to $2,000 per plow for up to 8 inches of snowfall and $2,450 per plow for snowfall over 8 inches.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not approving the Resolution will cause the sponsorship agreement from the vendor to be returned and the project will be canceled.

RECOMMENDATION:

Approval of the Resolution.

Attachments:

Sponsorship Agreement – City of Pueblo Parks & Recreation / Arkansas River Trail Snow Removal

RESOLUTION NO. 14792

A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND CACTUS COMMUNICATIONS, INC., A COLORADO CORPORATION, ON BEHALF OF ITS CLIENT, THE COLORADO LOTTERY

WHEREAS, in accordance with Pueblo Municipal Code Section 10-1-2(b), the Director of Parks and Recreation is authorized to enter into short term non-exclusive advertising or sponsorship agreements exceeding $10,000 in value and in favor or the City with approval by Resolution of City Council; NOW, THEREFORE,

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

SECTION 1.

The attached Sponsorship Agreement by and between the City of Pueblo, a Municipal Corporation, and Cactus Communication, Inc., a Colorado Corporation, on behalf of its client the Colorado Lottery, making available $20,000 in snow removal services, 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 officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution.

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

SPONSORSHIP AGREEMENT /
CITY OF PUEBLO PARKS & RECREATION / ARKANSAS RIVER TRAIL SNOW REMOVAL

This sponsorship agreement ("Agreement") is made effective January 17, 2022 by and between City of Pueblo Parks & Recreation ("City"), and Cactus Communications, Inc., a Colorado corporation, on behalf of its client, the Colorado Lottery ("Sponsor"). City and Sponsor may be referred to together as "Parties" and individually as "Party."

1) **Term:** The term of the Agreement shall commence on January 17, 2022 ("Effective Date") and end on April 30, 2022 unless sooner terminated in accordance with the provisions of this Agreement (the "Term").
2) **Rights and Obligations:** The parties agree to and acknowledge the following rights and obligations under this Agreement:
   a) City shall be solely responsible for the procurement and management of the snow removal subcontractor's services. City shall subcontract with its selected provider, Abe's Landscaping and Maintenance, although said provider may be changed as needed, ("Provider") to provide the following snow removal services:
      i) Snow removal services are based on a 2" trigger.
      ii) Plowing will typically begin within two hours after the snowfall has stopped. Overnight snowfall will be plowed after it stops, typically within two hours of sunrise. Daytime snowfall will be plowed typically within two hours of sunrise the following day unless there is ample sunlight to plow before dark on the same day
      iii) Plowing of snow on the Arkansas River Trail will take place from Lake Pueblo Division of Wildlife border to Fay's Crossing bridge, including satellite trails to City Park, La Crosse Avenue parking lot, Main Street parking lot and the Pueblo Boulevard parking lot. Snow will also be removed on the loop around Lake Runyon (21.86 miles round trip, 2 passes).
      iv) All snow plowing shall be considered "full plows" unless otherwise agreed by City of Pueblo Parks & Recreation and Provider before snow removal beings.
      v) There are several sections of the trail system that have excessive concrete damage. Provider will clear as much of a reasonable path through these areas as possible. All bridges on this route will be plowed with a plow raised approximately 1" to not damage wood timbers or equipment. The area below Santa Fe Avenue (Green Bridge) will be plowed with a plow approximately 1" over the concrete due to steel expansion joints that are raised and damaged to prevent further damage to the steel and equipment.
   b) City shall obtain from the snow removal service a certificate of insurance showing the State of Colorado, Department of Revenue and Cactus Communications as additional insureds and provide a copy of this certificate to Sponsor within ten days of execution of this Agreement. Such certificate shall identify coverages, coverage limits and carriers. Any deficiencies, as determined solely by Sponsor, shall be rectified within ten business days by subcontractor.

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c) During the Term of this Agreement, City shall install and maintain six (6) metal signs, measuring 12" x 18" along the Arkansas River Trail announcing, 'Snow Removal Courtesy of Colorado Lottery,' at the sole cost of the Sponsor. The signs will not be removed until a date mutually agreed upon by both Parties, but in no case will the signs remain in place past December 31, 2023 unless otherwise agreed upon in a signed writing. City shall be responsible for the maintenance and condition of the signs and shall repair or replace sign posts, bolts, or other supportive aspect of the sign and to replace any sign which becomes damaged. Sponsor shall provide City with replacement signs as needed. Specific placement and locations of the signs are as follows:

i) Runyon Lake west parking lot
ii) Main Street Trailhead
iii) Wildhorse Creek Bridge
iv) City Park Brookhart's Crossing Bridge
v) 11th Street and Pueblo Boulevard
vi) West of the Nature and Wildlife Discovery Center
vii) Riverwalk – Allen Hamel Avenue and Santa Fe Avenue
viii) Lake Pueblo State Park Boundary

3) **Sponsorship Fee**: In consideration of the sponsorship rights granted and benefits bestowed in this Agreement, Sponsor will pay for snow removal services as defined below. Invoices from the snow removal service shall be submitted to the City of Pueblo Parks and Recreation. City shall submit the invoices to Marie Valtakis with Colorado Lottery at marie.valtakis@state.co.us, which shall be denoted as "Sponsorship of snow removal along the Arkansas River Trail" and shall be payable within sixty (60) days from invoice date.
Rates agreed upon with Provider are $2,000 per plow for up to 8" of snowfall and $2,450 per plow for snowfall over 8". This sponsorship will be limited to not more than 10 plows within the timeframe of the agreement, or up to $20,000 of billed services, whichever occurs first.
4) **Recap**: City shall provide to Sponsor a recap of Sponsor's investment in this Agreement within thirty days (30) of the expiration of this Agreement.
5) **Termination**: Sponsor's participation in this Agreement is funded solely by budget allotments from the State of Colorado. Sponsor may terminate this Agreement should the State funds be withdrawn due to any reason outside of Sponsor's control. Payment to City will be made for any benefits already provided as stated herein with no obligation for benefits not yet provided at the time of the termination notice.
6) **Grant of Trademark Use:** Sponsor hereby grants to City the right and non-exclusive, non-transferable, limited license to use, throughout the Term but not thereafter, its logos, trademarks, and service marks, together with related artwork (collectively, the "Sponsor Trademarks") for the limited purpose as specifically defined in this Agreement, all such usage to be pre-approved by Sponsor.

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Sponsor reserves the right to grant rights and/or licenses of any kind or nature whatsoever relating to the Sponsor Trademarks to any other third party. All Trademarks under this Agreement shall remain at all times the property of their respective owner, and nothing in this Agreement shall grant any ownership rights in the other party's Trademarks.

7) **Indemnification**:

a) Sponsor hereby agrees to indemnify, save and hold harmless City, its employees and agents against any and all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by Sponsor, its employees, agents, subcontractors or assignees.

b) To the extent allowed by law, City hereby agrees to hold harmless the State of Colorado, the Colorado Lottery, and their employees and agents against all claims, damages, liability and court awards including costs, expenses, and attorney fees incurred as a result of any act or omission by City, its employees, agents, or assignees.

c) Sponsor and the Colorado Lottery are independent contractors for the purpose of this Agreement and do not own the land to be plowed nor do they control the activities of Provider, and neither party shall be liable for injuries on the plowed pathways.

8) Representation and Warranties:

Sponsor Warranties**.** Sponsor represents, warrants, and covenants to City as follows:

a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

b) This Agreement, when executed and delivered by Sponsor, will be its legal, valid and binding obligation enforceable against Sponsor in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

c) The execution and delivery of this Agreement has been duly authorized by Sponsor, and such execution and delivery and the performance by Sponsor of its obligations hereunder do not and will not violate or cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith.

City Warranties. City represents warrants and covenants to Sponsor as follows:

a) It has the full right and legal authority to enter into and fully perform this Agreement in accordance with its terms.

b) This Agreement, when executed and delivered by City, will be its legal, valid and binding obligation enforceable against City in accordance with its terms, except to the extent that enforcement thereof may be limited by bankruptcy, insolvency or other similar laws affecting creditors' rights generally.

c) The execution and delivery of this Agreement has been duly authorized by City, and such execution and delivery and the performance by City of its obligations hereunder do not and will not violate or

CACTUS / 2128 15TH STREET / DENVER COLORADO 80202 / P 303 455 7545 / CACTUSINC.COM

cause a breach of any other agreements or obligations to which it is a party or by which it is bound, and no approval or other action by any governmental authority or agency is required in connection herewith.

9) **Independent Contractors:** The parties shall act solely as independent contractors, and nothing herein shall at any time be construed to create the relationship of employer and employee, partnership, principal and agent, or joint venture as between City and Sponsor. Neither party shall have any right or authority to, nor shall either party attempt to enter into any contract, commitment or agreement, or to incur any debt or liability of any nature, in the name, or on behalf, of the other party. 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.

10) **Choice of Law and Venue:** This Agreement and any dispute arising under it shall be governed by and construed in accordance with the laws of the State of Colorado without regard to conflict of law principles. All disputes pertaining to the Agreement shall be decided by a state or federal court located in the State of Colorado and Sponsor consents to personal jurisdiction in such courts.

11) **No Assignment:** This Agreement may not be assigned by either party except with the prior written consent of the other party.

12) **Notices:** All payments and notices required to be given hereunder shall be provided in writing either by personal delivery or overnight courier service, postage prepaid, at the respective addresses of the Parties as follows or such other addresses as may be designated in writing by the respective Party. Notice given by overnight courier service shall be deemed given on the first business day following mailing thereof, and notice given by personal delivery shall be deemed given upon actual receipt of such delivery by an authorized representative of the entity to which notice is being provided.

Sponsor:
Leah Glazer
Cactus Communications
2128 15th St.
Denver, CO 80202
(303) 455-7545

City:
Steven Meier
City of Pueblo Parks and Recreation
800 Goodnight Ave
Pueblo, CO 81005
(719) 553-2683

With a copy to:

City of Pueblo Law Department
1 City Hall Place
Pueblo, Colorado 81003

SPONSORSHIP AGREEMENT /
CITY OF PUEBLO PARKS & RECREATION / ARKANSAS RIVER TRAIL SNOW REMOVAL

(719) 562-3899

13) **Entire Agreement:** This Agreement contains the entire understanding between the parties with respect to the subject matter herein, and all prior or contemporaneous promises, representations, agreements or understandings are expressly merged herein and superseded hereby. This Agreement shall not be modified, altered, amended or revoked except as set forth herein and in writing, duly executed by both parties.

AGREED AND ACCEPTED:

SPONSOR:

Cactus Communications, Inc. on behalf of its client, Colorado Lottery

By: Kristina Byers

Printed Name: Kristina Byers

Title: VP, Business Operations

Date: 01/07/22

CITY:

City of Pueblo Parks and Recreation

By: _____

Printed Name: Steven Meier

Title: Director, Pueblo Parks and Recreation

Date: _____

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Office of the City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION FIXING AN ALTERNATE DAY FOR THE REGULAR CITY COUNCIL MEETING CURRENTLY SCHEDULED FOR THE SECOND MONDAY IN OCTOBER 2022 AND THE FOURTH MONDAY IN DECEMBER 2022

SUMMARY:

This Resolution changes the date of two 2022 Regular City Council meetings currently scheduled for the second Monday in October and the fourth Monday in December 2022 in order to accommodate the 2022 City Holiday Schedule.

PREVIOUS COUNCIL ACTION:

A Resolution changing the dates for any Regular City Council Meeting that falls on a City Holiday during the year is prepared for the first meeting in January of each year.

BACKGROUND:

Per Section 3-15 of the City Charter, *"If a regular meeting shall fall on or the evening before a City holiday, the City Council may by Resolution fix another day for such regular meeting."*

Monday, October 10, 2022 is observed as a City Holiday. The Regular Meeting scheduled for Monday, October 10, 2022 will be moved to Tuesday, October 11, 2022.

Monday, December 26, 2022 is observed as a City Holiday. The Regular Meeting scheduled for Monday, December 26, 2022 will be moved to Tuesday, December 27, 2022.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable for this Resolution.

STAKEHOLDER PROCESS:

Not Applicable for this Resolution.

ALTERNATIVES:

If the aforementioned meeting is not rescheduled by Resolution, the Regular Meeting shall be held on the date of the recognized City holiday.

RECOMMENDATION:

Approval of the Resolution.

RESOLUTION NO. 14793

A RESOLUTION FIXING AN ALTERNATE DAY FOR THE REGULAR CITY COUNCIL MEETING CURRENTLY SCHEDULED FOR THE SECOND MONDAY IN OCTOBER 2022 AND THE FOURTH MONDAY IN DECEMBER 2022

WHEREAS, the Regular City Council Meeting scheduled for the Second Monday in October falls on October 10, 2022, which is observed as a City Holiday; and

WHEREAS, the Regular City Council Meeting scheduled for the Fourth Monday in December falls on December 26, 2022, which is observed as a City Holiday; NOW, THEREFORE,

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

SECTION 1.

Tuesday, October 11, 2022 is hereby fixed as the day for the Regular Meeting of the Pueblo City Council, originally scheduled for *Monday, October 10, 2022*.

SECTION 2.

Tuesday, December 27, 2022 is hereby fixed as the day for the Regular Meeting of the Pueblo City Council, originally scheduled for *Monday, December 26, 2022.*

SECTION 3.

The officers and staff 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 upon passage and approval.

INTRODUCED January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Office of the City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION DESIGNATING PUBLIC PLACES FOR THE POSTING OF NOTICE OF MEETINGS FOR THE PUEBLO CITY COUNCIL FOR THE YEAR 2022

SUMMARY:

This Resolution designates the public places for the posting of notices of all meetings of the City Council at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance or is expected to be in attendance.

PREVIOUS COUNCIL ACTION:

The public place for posting official notice for such public meetings is designated annually at the first regular meeting of each calendar year.

BACKGROUND:

Pursuant to 24-6-402(2)(c) C.R.S., any meetings at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice is given to the public. The public place for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year.

Traditionally City Hall has been the designated public place for the posting of notice of meetings, specifically the bulletin board on the first floor under the supervision of the City Clerk. In 2014, the City's Webpage was added as an additional designated public place for the posting of notice of meetings.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable for this Resolution.

STAKEHOLDER PROCESS:

Not Applicable for this Resolution.

ALTERNATIVES:

Designate a different location as the official bulletin board.

RECOMMENDATION:

Approval of the Resolution.

RESOLUTION NO. 14794

A RESOLUTION DESIGNATING PUBLIC PLACES FOR THE POSTING OF NOTICE OF MEETINGS FOR THE PUEBLO CITY COUNCIL FOR THE YEAR 2022

WHEREAS, pursuant to Section 24-6-402(2)(c) C.R.S., any meetings at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice is given to the public; and

WHEREAS, the public places for posting such notices shall be designated annually at the local public body's first regular meeting of each calendar year; NOW, THEREFORE,

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

SECTION 1.

The bulletin board located outside the Office of the City Clerk on the first floor of City Hall, #1 City Hall Place, Pueblo, Colorado, and the City of Pueblo's Webpage (www.pueblo.us), are hereby designated as the two public places for posting of notice of meetings for the Pueblo City Council. The posting shall include specific agenda information when possible.

SECTION 2.

The notice of meetings shall be posted no less than twenty-four hours prior to the holding of the meeting.

SECTION 3.

The officers and staff 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 upon passage and approval.

INTRODUCED January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Office of the City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE POSTING OF NOTICE OF MEETINGS FOR ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY OF PUEBLO FOR THE YEAR 2022

SUMMARY:

This Resolution designates the public place for the posting of notices of meetings for all Boards, Commissions, and Committees appointed by the City of Pueblo for the Year 2022.

PREVIOUS COUNCIL ACTION:

The public place for posting notices for such public meetings is designated annually at the first City Council meeting of each calendar year.

BACKGROUND:

Pursuant to 24-6-402(2)(c) C.R.S., any meetings at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice is given to the public.

Traditionally City Hall has been the designated public place for the posting of notices of meetings, specifically the bulletin board on the first floor of City Hall under the supervision of the City Clerk.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable for this Resolution.

STAKEHOLDER PROCESS:

Not Applicable for this Resolution.

ALTERNATIVES:

Designate a different location as the official bulletin board.

RECOMMENDATION:

Approval of the Resolution

RESOLUTION NO. 14795

A RESOLUTION DESIGNATING A PUBLIC PLACE FOR THE POSTING OF NOTICE OF MEETINGS FOR ALL BOARDS, COMMISSIONS, AND COMMITTEES OF THE CITY OF PUEBLO FOR THE YEAR 2022

WHEREAS, pursuant to Section 24-6-402(2)(c), C.R.S., any meetings at which the adoption of a proposed policy, position, resolution, rule, regulation or formal action occurs, or at which a majority or quorum of the body is in attendance, or is expected to be in attendance, shall be held only after full and timely notice is given to the public; and

WHEREAS, the public place for posting such notice shall be designated annually at the local public body's first regular meeting of each calendar year; NOW, THEREFORE,

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

SECTION 1.

The bulletin board located outside the Office of the City Clerk on the first floor of City Hall, #1 City Hall Place, Pueblo, Colorado is hereby designated as the official bulletin board for the posting of meetings for all Boards, Commissions, and Committees of the City of Pueblo. The posting shall include specific agenda information when possible.

SECTION 2.

The notice of meetings shall be posted no less than twenty-four hours prior to the holding of the meeting.

SECTION 3.

The officers and staff 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 upon passage and approval.

INTRODUCED January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

City Clerk's Office Item # M-10

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Pueblo Urban Renewal Authority
Jerry M. Pacheco, Executive Director

SUBJECT: A RESOLUTION AUTHORIZING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A STUDY TO DETERMINE WHETHER THE NEIGHBORHOODS REFERRED TO AS BESSEMER, EILERS HEIGHTS AND THE GROVE ARE A SLUM, BLIGHTED AREA, OR A COMBINATION THEREOF, AND TO NOTIFY OWNERS OF PROPERTY IN THE AREA SUBJECT OF SUCH STUDY

SUMMARY:

This resolution authorizes the Pueblo Urban Renewal Authority (PURA) to conduct a study to identify blighting factors within neighborhoods referred to as Bessemer, Eilers Heights and the Grove and in conjunction with the Colorado Smelter Revitalization Project.

PREVIOUS COUNCIL ACTION:

On October 26, 2020, Pueblo City Council adopted the Colorado Smelter Revitalization Plan by Resolution No. 14496. At the January 24, 2022, City Council Work Session, representatives from Pueblo City-County Health Department, neighborhood groups and the Pueblo Urban Renewal Authority are scheduled to present the proposed study area boundaries.

BACKGROUND:

Following the Environmental Protection Agency's (EPA) Superfund designation, community stakeholders and EPA Staff started work on future use planning of the area. The Colorado Smelter Revitalization Project (CSRP) coalition worked with multiple community stakeholders and residents to develop a comprehensive Revitalization Plan. The Pueblo Urban Renewal Authority was identified as a potential financing mechanism to facilitate the CSRP.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The PURA Board of Commissioners and the Colorado Smelter Revitalization Project coalition recommend approval of this resolution.

STAKEHOLDER PROCESS:

Pueblo City-County Health Department representatives and community members of Bessemer, Eilers Heights and the Grove meet regularly.

ALTERNATIVES:

The attached Resolution is the first necessary step to enlist the assistance of PURA in revitalizing the neighborhoods surrounding the Colorado Smelter site. A “no action” alternative would prevent PURA's involvement in the revitalization process.

RECOMMENDATION:

Approval of this Resolution.

ATTACHMENTS:
Resolution
Proposed study area map

RESOLUTION NO. 14796

A RESOLUTION AUTHORIZING THE PUEBLO URBAN RENEWAL AUTHORITY TO CONDUCT A STUDY TO DETERMINE WHETHER THE NEIGHBORHOODS REFERRED TO AS BESSEMER, EILERS HEIGHTS AND THE GROVE ARE A SLUM, BLIGHTED AREA, OR A COMBINATION THEREOF, AND TO NOTIFY OWNERS OF PROPERTY IN THE AREA SUBJECT OF SUCH STUDY

WHEREAS, Representatives of the Colorado Smelter Revitalization Project coalition including the Pueblo City-County Health Department and citizens of the City of Pueblo, have met with the staff of the Pueblo Urban Renewal Authority "the Authority" to discuss the facilitation of the Colorado Smelter Revitalization Plan; and

WHEREAS, the Pueblo Urban Renewal Authority wishes to conduct a Conditions Survey to assess blighting factors, and make recommendations, if appropriate, for the purposes of considering a redevelopment plan(s) to remove blighting conditions; NOW, THEREFORE,

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

SECTION 1.

The Pueblo Urban Renewal Authority (the "Authority") is hereby authorized to complete a study to determine if the Bessemer, Eilers Heights, and Grove areas are a slum, blighted or combination thereof.

SECTION 2.

Within thirty days of the authorization of the study described in Section 1, the "Authority" shall notify the owners of property in the area of such study pursuant to Section 31-25-107(1)(b) Colorado Revised Statutes.

SECTION 3.

Within thirty days of the authorization of the study described in Section 1, the "Authority" shall notify each public body that levies ad valorem property tax in the area of the study.

SECTION 4:

The officers and staff 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 January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Colorado Smelter Revitalization Plan
Proposed Urban Renewal Study Area



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENTS OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2022

SUMMARY:

This Resolution will appoint a City Council representative to the Boards and Commissions where it is either required that a Council Member be a member or it has been the policy to have a Council Member serve on the Board or Commission.

These Boards and Commissions include the following:

- City/County Library District Board of Trustees Appointment Committee - 2 Council Members
- Committee on Disposition of Forfeited Property
- Community Commission on Housing & Homelessness
- Fountain Creek Watershed Flood Control Governing Board
    - Alternate for Fountain Creek Watershed Flood Control Governing Board
- HARP Authority Board of Directors
- PACOG Budget Committee
- Planning and Zoning Commission
- Pueblo Economic Development Corporation Board of Directors - 2 Council Members
- Pueblo Regional Building Commission
- Pueblo Urban Renewal Authority
    - Ex-Officio Member of the Pueblo Urban Renewal Authority
- Pueblo Memorial Airport Advisory Committee
- Pueblo Development Foundation Board of Directors
- Pueblo Depot Activity Development Authority Board of Directors

PREVIOUS COUNCIL ACTION:

These appointments are confirmed on an annual basis.

BACKGROUND:

Annual appointments are made assigning a City Council representative to serve on Boards and Commissions where it is either required by legislation that a Council Member be a member, or it has been the policy to have a Council Member serve on a particular Board or Commission. The new terms will expire January 31, 2023.

FINANCIAL IMPLICATIONS:

None

BOARD/COMMISSION RECOMMENDATION:

Not applicable for this Resolution

STAKEHOLDER PROCESS:

Not applicable for this Resolution

ALTERNATIVES:

None

RECOMMENDATION:

Approval of the Resolution

RESOLUTION NO. 14797

A RESOLUTION CONFIRMING THE APPOINTMENTS OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2022

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that the following appointments shall be and hereby are confirmed:

SECTION 1.

Lori Winner and Sarah Martinez to serve as the Council representatives on the ***City/County Library District Board of Trustees Appointment Committee*** for one-year terms expiring January 31, 2023.

SECTION 2.

Regina Maestri to serve as the Council Representative on the ***Committee on Disposition of Forfeited Property*** for a one-year term expiring January 31, 2023.

SECTION 3.

Sarah Martinez to serve as the Council Representative on the ***Community Commission on Housing & Homelessness*** for a one-year term expiring January 31, 2023.

SECTION 4.

Larry Atencio to serve as the City Council Representative and Dennis Flores to serve as the Alternate City Council Representative to serve on the ***Fountain Creek Watershed Flood Control & Greenway District Governing Board*** for one-year terms expiring January 31, 2023.

SECTION 5.

Heather Graham to serve as the Council Representative on the ***HARP Authority Board of Directors*** for a one-year term expiring January 31, 2023.

SECTION 6.

Larry Atencio to serve as the Council Representative on the ***Pueblo Area Council of Governments (PACOG) Budget Committee*** for a one-year term expiring January 31, 2023.

SECTION 7.

Sarah Martinez to serve as the Council Representative on the ***Planning and Zoning Commission*** for a one-year term expiring January 31, 2023.

SECTION 8.

Heather Graham and Dennis Flores to serve as the Council Representatives on the ***Pueblo Economic Development Corporation Board of Directors*** for one-year terms expiring January 31, 2023.

SECTION 9.

Larry Atencio to serve as the Council Representative on the ***Pueblo Regional Building Commission*** for a one-year term expiring January 31, 2023.

SECTION 10.

Dennis Flores to serve as the Council Representative on the ***Pueblo Urban Renewal Authority*** for a one-year term expiring January 31, 2023.

SECTION 11.

Sarah Martinez to serve as the Council Representative on the ***Ex-Officio Member of the Pueblo Urban Renewal Authority*** for a one-year term expiring January 31, 2023.

SECTION 12.

Vicente Martine Ortega and Regina Maestri to serve as the Council Representatives on the ***Pueblo Memorial Airport Advisory Committee*** for one-year terms expiring January 31, 2023.

SECTION 13.

Dennis Flores to serve as the Council Representative on the ***Pueblo Development Foundation Board of Directors*** for a one-year term expiring January 31, 2023.

SECTION 14.

Larry Atencio to serve as the Council Representative on the ***Pueblo Depot Activity Development Authority Board of Directors*** for a one-year term expiring January 31, 2023.

SECTION 18.

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

SECTION 19.

This Resolution shall become effective immediately upon final passage.

INTRODUCED January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

City Clerk's Office Item # M-12

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MELANIE RAPIER TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

SUMMARY:

This Resolution appoints a member to complete a three-year term expiring on December 31, 2024 on the Community Commission on Housing and Homelessness (CCHH).

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Community Commission on Housing and Homelessness (CCHH) selecting individuals to serve terms which expire at the end of a particular calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to the term expirations, there are several spots available to complete one, two, and three-year terms on the Community Commission for Housing and Homelessness.

An application was received and reviewed by Mayor Gradisar.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:
Proposed Resolution
Application

RESOLUTION NO. 14798

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MELANIE RAPIER TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Melanie Rapier to serve on the Community Commission on Housing and Homelessness (CCHH); NOW, THEREFORE,

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

SECTION 1.

The appointment by the Mayor of the following individual to the Community Commission on Housing and Homelessness to complete a one-year term expiring December 31, 2024 shall be and is hereby confirmed by the City Council:

Melanie Rapier

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 January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Monday, January 3, 2022 2:34:14 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	1/3/2022
BOARD OR COMMISSION	Community Commission on Housing and Homelessness
Contact Information	
FIRST NAME	Melanie
LAST NAME	Rapier
HOME ADDRESS	2237 Cartier Dr
CITY	Pueblo
STATE	Colorado
ZIP	81005
OFFICE ADDRESS	728 W. 4th Street
CITY	Pueblo
STATE	Colorado
ZIP	81004
DAYTIME PHONE	719 744-3282
E-MAIL ADDRESS	prmexecutivedirector@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Executive Director
Questionnaire *Please complete the following general information.*	
1. Please list your areas of accomplishments that you feel could assist the mission of this Board or Commission.	Executive Director of Pueblo Rescue Mission, experience as psychosocial case manager with Parkview hospital in Pueblo. Passion for working with marginalized populations.
2. Why are you interested in being appointed to this Board or Commission?	Motivated to improve living conditions and quality of life for Pueblo citizens.
3. What Goals would you like to see this Board or Commission accomplish?	Improved processes for outreach to homeless population to engage unreached populations to provide case management and supportive housing services.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	I have 20+ years in the nursing, case management and mental health fields. I have degrees in nursing, a bachelor's degree in psychology and a master's in Psychology. I am DORA registered as a psychotherapist and am motivated to integrate and Prioritize mental health care for our homeless population.
(Section Break)	
Upload résumé, references and/or other pertinent information	Rapier resume 2021.pdf

Email not displaying correctly? View it in your browser.

Melanie Rapier
2237 Cartier Dr
Pueblo, CO 81005
719 717-0723
melanierapier1967@gmail.com

I have extensive experience in the facilitation of clinical individual and group counseling and programming. As a facilitator for various programs such as infant loss, celebrate recovery, end of life following trauma intervention support, I also feel qualified to manage, counsel and support as a bereavement counselor. I created the first Infant Loss Awareness Support group for Bereaved parents @ UMC Hospital in Las Vegas, Nevada in 1996.

I have 20 years in the psychiatric field with adolescents, adults and the geriatric community. I am proficient in obtaining psychosocial histories, behavioral transition plans and other MDT related clinical documentation. I worked just prior to DOC, @ Parkview Hospital as a Case Manager and Discharge Planner for the Adult Psych and Geriatric Units. I have treatment plan experience as well as documentation of psychosocial histories in the inpatient and outpatient settings.

I presently serve as a spiritual counselor for Oasis Christian Church and Pueblo West Colorado. While at Oasis Christian Church I have facilitated the sexual addiction support group for women and wives affected by sexual addiction and pornography. I also do individual faith based counseling and community education churchwide on various topics to include, Boundaries, Forgiveness, addiction and recovery. I presently mentor and counsel premarital couples, individuals struggling with grief and loss and blended families.

I am psychotherapist registered in the state of Colorado (DORA) to engage in therapy. Aside from my correctional counseling position, also I currently work as a psych crisis evaluator, PRN.

I appreciate your review and response to my resume. Thank you very much.

Respectfully Yours,

Melanie Rapier

Melanie Rapier
2237 Cartier Dr
Pueblo, Colorado 81005
(719) 717-0723
MelanieRapier1967@gmail.com

Resume

Career History:

December 2020-Present Colorado State Department of Corrections, Centennial CF

Position: Unlicensed Mental Health Therapist

Responsible for facilitation of CBT, DBT and group therapy for all offenders in the RTP program for offenders with mental illness and co-occurring disorders. Implementation of treatment plans, psychosocial histories, behavioral plans and crisis intervention and assessment. Preparation of Parole transition plans for offenders being released to the community.

June 2017- December 2020- Parkview Hospital- Adult Psychiatric Unit, Pueblo, Co

Position: Nurse Case Manager/Psychiatric Discharge Planner

Responsible on adult psych unit for planning of behavioral health services in the outpatient community setting. To also include supportive services such as group support, spiritual services, therapy, work-re-entry programs, etc. Also responsible for group therapy in the in-patient setting to build coping skills and resource development and community based treatment implementation for the adult and geriatric psychiatric patient pre-discharge.

January 2017- June 2017 Colorado TASC, Pueblo, Colorado 81008

Position: Clinical Care Coordinator

Responsible for management of offenders released to parole in the Pueblo, Colorado area; including treatment referrals, intakes, treatment assessment, supervision, UA's, coordination and communication with local CPO's and other individuals within the corrections system.

September 2015-November 1, 2016 Canyon Ridge Christian Church, Las Vegas NV 89130

Position: Community Groups Administrative Assistant/Lay Counselor/Group Facilitator

Responsible for coordination of small groups within the church community. Planning and execution of all churchwide public events, data entry, management of calendars and strategy planning for two pastors. Served from June 2014 through 2016 as a lay counselor in the Care Ministry counseling individuals, couples, and families in crisis and counseling individuals through Celebrate Recovery who were presenting with substance abuse issues.

January 1999-August 2015 Johanna Fricke, M.D. 331 N. Buffalo #A, Las Vegas, NV 89145

Position: Medical Case Management

Responsible for operations of outpatient medical practice including: patient intakes, health screenings, vital checks, med management visit screenings, 504/IEP advocation, medical records processing, PAR forms, outpatient authorizations and all other related duties under HIPPA guidelines. Responsible for securing resources for families with special needs, in need of services for their children in Clark County

Education: High School Diploma, Practical Nursing Certification (2000) , College of Southern Nevada, Bachelors Degree @ University of Phoenix (2016) , Masters Degree in Psychology @ Capella University (2020).

*Additional work history provided upon request

References:

Shelia Hynes, LMFT	(630) 334-4201
Scott Walmer, Psychiatrist	(719) 584-4455
Valerie Baughman. Behavioral Health Director	(719) 584-4455

City Clerk's Office Item # N-1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director of Aviation

SUBJECT: AN ORDINANCE ESTABLISHING PROJECT AP2201 – SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION, BUDGETING AND APPROPRIATING $21,355 TO PROJECT AP2201, APPROVING A CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, TO CONDUCT THE ACQUISITION PER FAA REQUIREMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance establishes Project AP2201, appropriates $21,355 to said project, and to accommodate Federal Aviation Administration ("FAA") requirements approves a contract for professional engineering and acquisition services regarding snow removal equipment for taxiways and runways.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Through processes outlined by the FAA and in accordance with the Capital Improvement Project (CIP) schedule, the Pueblo Memorial Airport is in need of a new piece of Snow Removal Equipment (SRE) to continue to provide safe and efficient airport operations for all users. The FAA has designated Entitlement Funds from passenger enplanements for this purchase.

FINANCIAL IMPLICATIONS:

The City must fund the contract for acquisition services upfront with an expected grant to come. The funds are available in the Passenger Facility Charge Fund to be transferred to Project AP2201.

It is anticipated that 95% of these funds will be reimbursed by the Federal Aviation Administration through an AIP grant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this funding and agreement are not approved, the acquisition of new snow removal equipment will not take place.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Acquisition Contract with Appendices and Proposal
FAA Engineering Fee Approval

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING PROJECT AP2201 – SNOW REMOVAL EQUIPMENT (SRE) ACQUISITION, BUDGETING AND APPROPRIATING $21,355 TO PROJECT AP2201, APPROVING A CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, TO CONDUCT THE ACQUISITION PER FAA REQUIREMENTS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, a need exists for new snow removal equipment at the Pueblo Memorial Airport; and,

WHEREAS, professional engineering services are required for the acquisition and for FAA approved equipment; and,

WHEREAS, Capital Project AP2201 – Snow Removal Equipment (SRE) Acquisition needs to be established and funds budgeted and appropriated; NOW, THEREFORE,

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

SECTION 1.

Project AP2201- Snow Removal Equipment (SRE) Acquisition is hereby established.

SECTION 2.

Funds in the amount of $21,355 are hereby transferred from the Passenger Facility Charges Fund and budgeted and appropriated to Project AP2201.

SECTION 3.

The Agreement for Professional Engineering Services (“Agreement”) between the City of Pueblo, a Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, dba Dibble Engineering, a copy of which is attached hereto and incorporated herein by this reference, and having been approved as to form by the City Attorney, is hereby approved.

SECTION 4.

The Mayor is authorized to execute and deliver the Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 5.

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 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 _____.

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

STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this 14 day of February, 2022 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner"), and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"), for Engineer to render certain professional planning, design, engineering, construction administration, and related services for Owner in connection with Project No. AP2201, Project Name: Acquisition of Snow Removal Equipment, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL.

1.1 Engineer shall satisfactorily perform professional engineering services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[ ] - Study and Report Phase

[X] - Preliminary Design (Schematic) Phase

[X] - Final Design Phase

[X] - Construction Documents & Bidding Phase

[ ] - Construction Phase

Upon completion of any phase, Engineer shall not proceed with work on the next phase, if any, until authorized in writing by Owner to proceed therewith.

Such services shall include all usual and customary professional engineering services and the furnishing (directly or through its professional consultants) of customary and usual civil, structural, mechanical, electrical engineering, environmental, planning, and acquisition services. Engineer shall also provide any landscape engineering, surveying and geotechnical services incident to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Appendix A – Scope of Services and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

1.3 Professional engineering services (whether furnished directly or through a professional consultant subcontract) shall be performed under the direction and supervision of a registered engineer in good standing and duly licensed to practice in the State of Colorado. Reproductions of final drawings for construction produced under this Agreement shall be the same as at least one record set which shall be furnished to Owner and which shall be signed by and bear the seal of such registered engineer.

1.4 Surveying work included within or reasonably contemplated by this Agreement shall be performed under the direction and supervision of a registered Professional Land Surveyor in good standing and duly licensed to practice in the State of Colorado. All plats and surveys produced under this Agreement shall be signed by and bear the seal of said Professional Land Surveyor.

1.5 Any architect services provided under this Agreement shall be performed under the direction and supervision of an architect licensed to practice architecture in the state of Colorado.

SECTION 2. ENGINEERING SERVICES.

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall:

(a) Consult with Owner to determine his requirements for the Project and review available data.

(b) Advise Owner as to the necessity of his providing or obtaining from others data or services of the types described in paragraph 2.2(c), and assist Owner in obtaining any such services.

(c) Provide special analyses of Owner's needs, planning surveys, site evaluations, and comparative studies of prospective sites and solutions.

(d) Identify and analyze requirements of governmental authorities and regulatory agencies involved in approval or permitting any aspect of Project.

(e) Provide general economic analysis of Owner's requirements applicable to various alternatives.

(f) Prepare a Report with appropriate exhibits indicating clearly the considerations involved and the alternative solutions available to Owner, and setting forth Engineer's findings and recommendations with opinions of probable costs.

(g) Furnish two (2) copies of the Report and present and review it in person with Owner.

2.2 Preliminary Design (Schematic) Phase. If Engineer is to provide professional services with respect to the Project during the Preliminary Design Phase, Engineer shall:

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study or Report on the Project.

(b) Prepare and submit to Owner preliminary design documents consisting of final design criteria, preliminary drawings, an outline of specifications, and written descriptions of all significant features of Project.

(c) Prepare and submit to Owner a requirements checklist of any subsurface investigation, additional data, permits, or other information and requirements which is anticipated will be necessary for the design or construction of Project.

(d) Provide written disclosure to Owner of significant design assumptions and design risks and advantages/disadvantages inherent in or presented by design alternatives, and make recommendations to Owner based thereon.

(e) Prepare and submit to Owner a preliminary cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, costs of land and rights of way, compensation for damages and finance costs, if any.

(f) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use, and shall review same in person with Owner.

2.3 Final Design Phase. If Engineer is to provide professional services with respect to the

Project during the Final Design Phase, Engineer shall:

(a) After consultation with the Owner, receipt of Owner's selection of any design options and review of the Preliminary Design Documents, if any, prepare and submit to Owner final Drawings showing the scope, extent, and character of the work to be performed by contractors, and Specifications describing such work and the requirements therefor. Such plans and Specifications shall comply with all applicable codes and requirements of regulatory agencies having any approval authority, including but not limited to any requirements of the Federal Aviation Administration.

(b) Make reasonable revisions to the Drawings and Specifications requested by Owner, informing the Owner of any change in probable construction costs as a result of such revisions.

(c) Provide technical criteria, written descriptions and design data for Owner's use, and disclose any significant risks and advantages/disadvantages inherent in or presented by design choices.

(d) Based upon Engineer's best professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including acquisition cost, contingencies, professional compensation, consultant fees, damages, and finance costs, if any.

(e) Engineer shall furnish two (2) copies of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner.

2.4 Construction Documents & Bidding Phase. If Engineer is to provide professional services with respect to the Project during the Construction Documents & Bidding Phase, Engineer shall:

(a) Prepare and submit to Owner draft forms of contract agreement, general and special conditions, bid forms invitations to bid, information for bidders, forms of warranty and including any special requirements imposed upon such contracts by any federal or other funding source and by any regulatory agency. In preparing such draft forms, Engineer shall consider and incorporate, to the extent both advisable and feasible, owner's standard forms of agreement, warranty, payment and performance bonds, general conditions and selected specifications.

(b) After review and comment by Owner, prepare and submit all deliverables identified in Appendix A to this Agreement, final forms of contract agreement, general and special conditions, Drawings, specifications, bid forms, invitations to bid, information for bidders, and forms of warranty, together with any Addenda which may be required or appropriate to correct errors, clarify Drawings or Specifications or advise of changes. Two (2) copies of these final bid documents shall be furnished to Owner. Unless otherwise specified in Appendix A, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2018 or later version) format on electronic media.

(c) Make recommendations to Owner concerning the need for prequalification of equipment, vendors or bidders, and, if requested by Owner, incorporate prequalification requirements in final bid and construction contract documents.

(d) Attend a pre-bid conference with bidders to discuss Project requirements and receive requests for clarification, if any, to be answered by Engineer in writing to all plan holders.

(e) Consult with and make recommendations to Owner concerning: acceptability of bidders, subcontractors, suppliers, materials, equipment, suitability of proposed "or equals", number of bids and any other matter involved in consideration and review of bids and bidders upon which Owner may reasonably request Engineer's advice.

(f) Perform all project closeout and miscellaneous scope of work items, to include, but

not limited to, preparing pay requests for consultant design and bidding fees and inspecting any acquisitions prior to acceptance by Owner.

2.5 Construction Phase. If Engineer is to provide professional services with respect to the Project during the Construction Phase, after award by the Owner of a general contract or contracts for construction of the Project, Engineer shall:

(a) Perform all duties and functions to be performed by Engineer under the terms of the construction contract.

(b) Visit the Project site, perform observations as to the progress and quality of the work and advise the Owner as to same. The frequency and level of observation shall be commensurate with the nature of the work and size of the Project, except that any specific provisions set forth in Appendix A - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

(c) Make determinations as to whether the work is proceeding in accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any omissions, substitutions, defects or deficiencies noted in the work of any contractor, subcontractor, supplier or vendor on the Project.

(e) Reject any work on the Project that does not conform to the contract documents.

(f) On request of the Owner, the construction contractor or any subcontractor on the Project, issue written interpretations as to the Drawings and Specifications and requirements of the construction work.

(g) Review shop drawings, samples, product data and other submittals of the contractor for conformance with the design concept of Project and compliance with the Drawings, Specifications and all other contract documents, and indicate to Contractor and Owner with respect thereto, any exceptions noted, or modification or resubmittals required.

(h) Review all applications of Contractor for payment and in connection with same, issue certificates for payment to the Owner for such amounts as are properly payable under the terms of the construction contract. Each such certificate shall constitute Engineer's representation to Owner that he has inspected the Project and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in accordance with the Drawings, Specifications and other contract documents.

(i) Subject to written concurrence by Owner, promptly render a written recommendation to Owner concerning all proposed substitutions of material and equipment.

(j) Draft, for Owner's consideration, and offer recommendations upon, all proposed change orders and contract modifications.

(k) On application for final payment by the Contractor, make a final inspection of the Project, assembling and delivering to the Owner any written guaranties, instructions manuals, as-built drawings, diagrams, and charts required by the contract documents, and issuing a certificate of final completion of the Project.

(l) The Engineer shall, if so provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the

Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes, and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Architect and Contractor.

2.6 Additional Responsibilities. This paragraph applies to all phases of Engineer's work.

(a) Engineer shall be responsible for the professional quality, technical accuracy, timely completion, and coordination of all of Engineer's work, including that performed by Engineer's consultants, and including designs, Drawings, Specifications, reports, acquisitions, and other services, irrespective of Owner's approval or acquiescence in same. Engineer shall, without additional compensation, correct or revise any errors, omissions, or other deficiencies in the work.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; and Engineer hereby irrevocably waives and excuses Owner and its 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.

(c) Engineer's professional responsibility shall comply with the standard of care applicable to the type of engineering, architectural, and acquisition services provided, commensurate with the size, scope, and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees, subcontractors, and consultants in the execution of work under this Agreement, shall provide all necessary safety equipment for said employees, subcontractors, and consultants and shall hold harmless and indemnify and defend Owner from any and all claims, suits, loss or injury to Engineer's employees, subcontractors, and consultants.

(e) Engineer acknowledges that, due to the nature of acquisition, engineering, and related professional services and the impact of same on the Project, the Owner has a substantial interest in the personnel and consultants to whom Engineer assigns principal responsibility for services performed under this Agreement. Consequently, Engineer represents that Engineer has selected and intends to employ or assign the key personnel and consultants identified in Appendix C - "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, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

Within five (5) days of execution of this Agreement, Engineer shall designate in writing a Project representative who shall have complete authority to bind Engineer, and to whom Owner should address communications.

(f) Promptly after execution of this Agreement and upon receipt of authorization from Owner to proceed, Engineer shall submit to Owner for approval a schedule showing the order in which Engineer proposes to accomplish his work, with dates on which he will commence and complete each major work item. The schedule shall provide for performance of the work in a timely manner so as to not delay Owner's time table for achievement of interim tasks and final completion of Project work, provided however, the Engineer will not be responsible for delays beyond his control.

(g) Before undertaking any work which Engineer considers beyond or in addition to the scope of work and services which Engineer has contractually agreed to perform under the terms of this Agreement, Engineer shall advise Owner in writing (i) that Engineer considers the work beyond the scope of this Agreement, (ii) the reasons the Engineer believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Engineer shall not proceed with such out of scope or additional work until authorized in writing by Owner. 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 Engineer shall be compensated for his direct costs and professional time at the rates set forth in Appendix B - "Fee Schedule," if any are set forth.

2.7 Requirements Where Federal Assistance Provided.

(a) Engineer understands that Owner will be funding the Project in part or in whole by grants or loans from the Department of Transportation, Federal Aviation Administration (the "Federal Agency") and the Colorado Department of Transportation (the "State Agency"). Engineer agrees it is subject to and shall comply with all applicable grant or loan conditions and the regulations of the Federal Agency and State Agency which apply to the work under this Agreement, whether referenced in Appendix A or not. All applicable loan or grant conditions and regulations of the Federal Agency and State Agency are incorporated into this Agreement by reference.

(b) Owner shall pay Engineer for work completed in accordance with the terms of this Agreement. Engineer understands and accepts that Owner is seeking reimbursement for the Project through applicable Federal and State loans or grants. Should the applicable Federal and State Agencies indicate that loans or grants shall not be granted or approved by the Agency, performance under this Agreement shall be placed on hold until such time as the funds are granted and approved, except that no such extension shall continue past the expiration of the initial term of the master agreement approved through City of Pueblo Resolution No. 13785. Should Owner determine in its sole discretion that grant or approval of the required funds is impossible or unlikely, this Agreement shall terminate immediately upon notice from Owner and Owner shall not be liable for any cost or fee under this Agreement.

SECTION 3. OWNER'S RESPONSIBILITIES

3.1 Owner shall:

(a) Designate a representative to whom all communications from Engineer shall be directed and who shall have limited administrative authority on behalf of Owner to receive and transmit information and make decisions with respect to Project. Said representative shall not, however, have authority to bind Owner as to matters of legislative or fiscal policy.

(b) Advise Engineer of Owner's Project requirements including: objective, project criteria, use and performance requirements, special considerations, physical limitations, financial constraints, and required construction contract provisions and standards.

(c) Provide Engineer with available information pertinent to the Project including any previous reports, studies, or data possessed by Owner which relates to design or construction of the Project.

(d) Assist in arranging for Engineer to have access to enter private and public property as required for Engineer to perform his services.

(e) Examine all studies, reports, sketches, Drawings, Specifications, proposals, and other documents presented by Engineer, and render written decisions pertaining thereto within a reasonable time. The Owner's approval of Drawings, design, Specifications, reports, and incidental engineering work

or materials furnished hereunder shall not in any way relieve the Engineer of responsibility for the professional adequacy of his work. The Owner's review, approval or acceptance of, or payment for, any of the services shall not be construed to operate as a waiver of any rights under this Agreement or of any cause of action arising out of the performance of this Agreement.

(f) Upon advice of the necessity to do so from Engineer, obtain required approvals and permits for the Project. The Engineer shall provide all supportive documents and exhibits necessary for obtaining said approvals and permits.

(g) Notify Engineer whenever Owner becomes aware of any substantial development or occurrence which materially affects the scope or timing of Engineer's services.

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of forty-five (45) days shall be presumed reasonable for Owner to act with respect to any matter involving policy or significant financial impact.

SECTION 4. TIME FOR PERFORMANCE.

Engineer's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Appendix A - Scope of Services and Sections 1 and 2 of this Agreement.

SECTION 5. PAYMENT.

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $21,355.00 in the aggregate. In the event compensation for services is set forth in Appendix B as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Appendix B for such phase, and together shall not exceed the maximum aggregate set forth herein.

5.2 Engineer shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted with appropriate documentation that such services have been performed and expenses incurred. Thereafter, Owner shall pay Engineer for the amount of the application within forty (40) days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications, if any, shall be those set forth in Appendix B – "Fee Schedule."

5.4 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 Appendix B - "Fee Schedule."

5.5 No compensation shall be paid to Engineer for services required and expenditures incurred in correcting Engineer's mistakes or negligence.

5.6 Compensation for authorized work beyond the scope of this Agreement shall be governed by Paragraph 2.6(g).

Section 6. Term and Termination

6.1 Term. The term of this Agreement begins on the Effective Date and ends on December 31, 2022, unless sooner terminated in accordance with this Agreement. City reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

6.2 Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be 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 of the 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 City which may arise under this agreement in any fiscal year after the current year, 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 by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the City.

6.3 Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Engineer and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Owner all data, drawings, specifications, reports, plans, calculations, summaries, and all other information, documents, work product, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.4 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Appendix B for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.5 In the event termination of this Agreement or Engineer's services is for breach of this Agreement by Engineer, or for other fault of Engineer including but not limited to any failure to timely proceed with work, or to pay its employees, engineers, and subcontractors, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Owner's Project Representative, then in that event, Engineer's entire right to compensation shall be chosen by Owner and limited to the lesser of (a) the reasonable value of completed work to Owner or (b) payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.6 Engineer's professional responsibility for its completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 (a) Ownership of Documents and Acquisitions. All designs, Drawings, Specifications, technical data, and other documents or instruments and all acquisitions made pursuant to this Agreement, including, but not limited to, snow removal equipment, procured or produced by the Engineer in the performance of this Agreement shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make

copies of all notes, designs, drawings, specifications, and all other technical data and all acquisitions pertaining to the work to be performed under this Agreement.

(b) Advertising. Unless specifically approved in advance in writing by Owner, Engineer shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Engineer's employees. If Engineer 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 Owner for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.2 Insurance and Indemnity.

(a) Engineer 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 his 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 in subparagraph (b).

(b) The minimum insurance coverage which Engineer shall obtain and keep in force is as follows:

(i) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed.

(ii) Comprehensive General and Automobile Liability Insurance with limits not less than One Million Dollars ($1,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, One Million Dollars ($1,000,000.00) per occurrence for property damage, and One Million and No/100 Dollars ($1,000,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance in amounts and form acceptable to Owner, and with a deductible not exceeding $75,000.00.

(c) Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors, or omissions of Engineer, its employees, subcontractors and consultants. Engineer agrees to hold harmless, defend, and indemnify Owner from and against any liability to subcontractors and consultants, arising out of negligent acts, errors or omissions of Engineer and its employees, including claims of nonpayment. 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.

7.3 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 Owner or the Engineer 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 Owner, Attention: Greg Pedroza, Interim Director of Aviation, Pueblo Memorial Airport, 31201 Bryan Circle, Pueblo, Colorado, or to the Engineer at 7878 N. 16th Street, Suite 300, Phoenix, Arizona, 85020. Either party may change its 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.

7.4 Entire Agreement. This instrument contains the entire agreement between the Owner and

the Engineer respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the Owner or the Engineer in relation thereto not expressly set forth in this instrument is null and void. In the event of any conflict between any provision of this Agreement and a provision of any Appendix or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Appendix or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 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 Engineer may be assigned by him without the written consent of the Owner.

7.6 Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representative of Engineer and Owner.

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with 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.

7.8 Equal Employment Opportunity. In connection with the performance of this Agreement, Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Engineer 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.

7.9 Severability. If any provision of this Agreement, except for Section 2.7, 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 2.7 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.

7.10 Appropriations. Subject to 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 construction is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

7.11 Additional Requirements on Federally Funded Contracts. If any of the work to be performed by Engineer under this Agreement is funded in whole or in part with federal funds, then this Agreement shall be construed to include all applicable terms required by the federal assistance agreement and integrated federal regulations. By executing this Agreement, Engineer agrees to be bound by all such mandatory federal requirements, irrespective of Engineer's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

7.12 Access to Property Not Under Owner's Control. Engineer acknowledges that the Project may require access to property not under the control of Owner at the time of execution of this Agreement. Engineer and Engineer's employees and consultants shall, at Engineer's expense, obtain all additional necessary approvals and clearances required for access to such property. Owner shall assist Engineer in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Engineer understands and agrees that entry to properties not under

Owner's control may require Engineer to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

SECTION 8. DISPUTES.

8.1 Any dispute or disagreement between Engineer and Owner arising from or relating to this Agreement or Engineer's services or right to payment hereunder shall be determined and decided by the Owner's Director of Aviation whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction pursuant to Rule 106, C.R.C.P.

8.2 Pending resolution of any dispute or disagreement, or judicial review, Engineer shall proceed diligently with performance of his work under this Agreement.

SECTION 9. APPENDICES.

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

Appendix A - "Scope of Services" consisting of 4 pages.

Appendix B - "Fee Schedule" consisting of 1 page.

Appendix C - "Identification of Personnel, Subcontractors and Task Responsibility" Consisting of 1 page.

SECTION 10. 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 Engineer therefore, will use his or her best reasonable professional efforts to implement any applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances, and regulations as they apply to the Project.

SECTION 11. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATIONFROM PERFORMING WORK

(a) At or prior to the time for execution of this Contract, Consultant shall submit to the Purchasing Agentof the City its certification that it does not knowingly employ or contract with a "worker without authorization", as that term is defined within §8-17.5-101 (9), C.R.S. (herein "Worker without Authorization"), who will perform work under this Contract and that the Consultant will participate in either the "E-Verify Program" created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the UnitedStates Department of Homeland Security or the "Department Program" established pursuant to section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employmenteligibility of all employees who are newly hired for employment to perform work under this Contract.

(b) Consultant shall not:

(i) Knowingly employ or contract with a Worker without Authorization to perform workunder this Contract;

(ii) Enter into a contract with a subcontractor that fails to certify to Consultant that the subcontractor shall not knowingly employ or contract with a Worker without Authorization to perform work under this Contract.

(c) The following state-imposed requirements apply to this Contract:

(i) The Consultant shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

(ii) The Consultant is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(iii) If the Consultant obtains actual knowledge that a subcontractor performing work under thiscontract knowingly employs or contracts with a Worker without Authorization to perform work under this Contract, the Consultant shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) daysthat the Consultant has actual knowledge that the subcontractor is employing or contracting with a Worker without Authorization; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(iii)A. above, the subcontractor does not stop employing or contracting with the Worker without Authorization ; except that the Consultant shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contractedwith a Worker without Authorization.

(iv) The Consultant is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as "CDLE") made in the course of aninvestigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Consultant shall constitute a breach of contract and grounds fortermination. In the event of such termination, the Consultant shall be liable for City's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Consultant to violate any terms ofparticipation in the E-Verify Program.

SECTION 12. PERA LIABILITY

The Engineer shall reimburse the Owner 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 Owner under this Agreement. Engineer has submitted to Owner a completed form listing any PERA retirees employed by Engineer and shall update said form with Owner at any time a PERA retiree is hired by Engineer.

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By:_____
Nicholas A. Gradisar, Mayor

Attest:_____
City Clerk

[S E A L]

DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC.

Name: Michael James Bays
By: _____
Title: VICE PRESIDENT

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

OMB Number: 4040-0004
Expiration Date: 12/31/2019

Application for Federal Assistance SF-424

* 1. Type of Submission:
- [ ] Preapplication
- [x] Application
- [ ] Changed/Corrected Application

* 2. Type of Application:
- [x] New
- [ ] Continuation
- [ ] Revision

* If Revision, select appropriate letter(s):

* Other (Specify):

* 3. Date Received: -

4. Applicant Identifier: PUB

5a. Federal Entity Identifier:

5b. Federal Award Identifier: AIP: 3-08-0046-046-2022

State Use Only:

6. Date Received by State:

7. State Application Identifier:

8. APPLICANT INFORMATION:

* a. Legal Name: City of Pueblo, Colorado

* b. Employer/Taxpayer Identification Number (EIN/TIN): 84-6000615

* c. Organizational DUNS: 0106202840000

d. Address:

* Street1: 1 City Hall Place
Street2:
* City: Pueblo
County/Parish: Pueblo
* State: CO: Colorado
Province:
* Country: USA: UNITED STATES
* Zip / Postal Code: 81003-4803

e. Organizational Unit:

Department Name: Department of Aviation

Division Name: Aviation

f. Name and contact information of person to be contacted on matters involving this application:

Prefix: Mr.
* First Name: Greg
Middle Name:
* Last Name: Pedroza
Suffix:

Title: Director of Aviation

Organizational Affiliation:

* Telephone Number: 719-553-2744
Fax Number: 719-553-2761

* Email: gpedroza@pueblo.us

Application for Federal Assistance SF-424

*** 9. Type of Applicant 1: Select Applicant Type:**

C: City or Township Government

Type of Applicant 2: Select Applicant Type:

Type of Applicant 3: Select Applicant Type:

* Other (specify):

*** 10. Name of Federal Agency:**

Federal Aviation Administration

11. Catalog of Federal Domestic Assistance Number:

20.106

CFDA Title:

Airport Improvement Program

*** 12. Funding Opportunity Number:**

-

* Title:

-

13. Competition Identification Number:

Title:

14. Areas Affected by Project (Cities, Counties, States, etc.):

City of Pueblo, Pueblo County, State of Colorado

Add Attachment | Delete Attachment | View Attachment

*** 15. Descriptive Title of Applicant's Project:**

Acquisition of Snow Removal Equipment

Attach supporting documents as specified in agency instructions.

Add Attachments | Delete Attachments | View Attachments

Application for Federal Assistance SF-424

16. Congressional Districts Of:

* a. Applicant: Three
* b. Program/Project: Three

Attach an additional list of Program/Project Congressional Districts if needed.

Add Attachment | Delete Attachment | View Attachment

17. Proposed Project:

* a. Start Date: 1/14/2022
* b. End Date: 12/31/2022

18. Estimated Funding ($):

* a. Federal	406,125.00
* b. Applicant	0.00
* c. State	10,688.00
* d. Local	10,688.00
* e. Other	0.00
* f. Program Income	0.00
* g. TOTAL	427,501.00

*** 19. Is Application Subject to Review By State Under Executive Order 12372 Process?**

☐ a. This application was made available to the State under the Executive Order 12372 Process for review on .

☐ b. Program is subject to E.O. 12372 but has not been selected by the State for review.

☒ c. Program is not covered by E.O. 12372.

*** 20. Is the Applicant Delinquent On Any Federal Debt? (If "Yes," provide explanation in attachment.)**

☐ Yes ☒ No

If "Yes", provide explanation and attach

Add Attachment | Delete Attachment | View Attachment

21. *By signing this application, I certify (1) to the statements contained in the list of certifications and (2) that the statements herein are true, complete and accurate to the best of my knowledge. I also provide the required assurances** and agree to comply with any resulting terms if I accept an award. I am aware that any false, fictitious, or fraudulent statements or claims may subject me to criminal, civil, or administrative penalties. (U.S. Code, Title 218, Section 1001)**

☒ ** I AGREE

** The list of certifications and assurances, or an internet site where you may obtain this list, is contained in the announcement or agency specific instructions.

Authorized Representative:

Prefix:	Mr.
* First Name:	Nicholas
Middle Name:	A.
* Last Name:	Gradisar
Suffix:	
* Title:	Mayor
* Telephone Number:	719 553 2655
Fax Number:	719 553 2698
* Email:	ngradisar@pueblo.us
* Signature of Authorized Representative:	Nicholas Gradisar
* Date Signed:	1-19-2022

Application for Federal Assistance (Development and Equipment Projects)

PART II – PROJECT APPROVAL INFORMATION

Part II - SECTION A			
The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.			
Item 1. Does Sponsor maintain an active registration in the System for Award Management (www.SAM.gov)?	☒ Yes	☐ No	
Item 2. Can Sponsor commence the work identified in the application in the fiscal year the grant is made or within six months after the grant is made, whichever is later?	☒ Yes	☐ No	☐ N/A
Item 3. Are there any foreseeable events that would delay completion of the project? If yes, provide attachment to this form that lists the events.	☐ Yes	☒ No	☐ N/A
Item 4. Will the project(s) covered by this request have impacts or effects on the environment that require mitigating measures? If yes, attach a summary listing of mitigating measures to this application and identify the name and date of the environmental document(s).	☐ Yes	☒ No	☐ N/A
Item 5. Is the project covered by this request included in an approved Passenger Facility Charge (PFC) application or other Federal assistance program? If yes, please identify other funding sources by checking all applicable boxes.	☐ Yes	☒ No	☐ N/A
☐ The project is included in an *approved* PFC application. If included in an approved PFC application, does the application *only* address AIP matching share? ☐ Yes ☐ No			
☐ The project is included in another Federal Assistance program. Its CFDA number is below.			
Item 6. Will the requested Federal assistance include Sponsor indirect costs as described in 2 CFR Appendix VII to Part 200, States and Local Government and Indian Tribe Indirect Cost Proposals?	☐ Yes	☒ No	☐ N/A
If the request for Federal assistance includes a claim for allowable indirect costs, select the applicable indirect cost rate the Sponsor proposes to apply:			
☐ De Minimis rate of 10% as permitted by 2 CFR § 200.414.			
☐ Negotiated Rate equal to ____ % as approved by ____ (the Cognizant Agency) on ____ (Date) (2 CFR part 200, appendix VII).			
Note: Refer to the instructions for limitations of application associated with claiming Sponsor indirect costs.			

PART II - SECTION B

Certification Regarding Lobbying

The declarations made on this page are under the signature of the authorized representative as identified in box 21 of form SF-424, to which this form is attached. The term "Sponsor" refers to the applicant name provided in box 8 of the associated SF-424 form.

The Authorized Representative certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the Sponsor, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

(2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the Authorized Representative shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(3) The Authorized Representative shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

PART II – SECTION C

The Sponsor hereby represents and certifies as follows:

1. Compatible Land Use – The Sponsor has taken the following actions to assure compatible usage of land adjacent to or in the vicinity of the airport:

The City of Pueblo and Pueblo County has passed an Airport Protection Overlay District Zoning Resolution, effective in 1990 that allows the City to control future development in the vicinity of the Airport

2. Defaults – The Sponsor is not in default on any obligation to the United States or any agency of the United States Government relative to the development, operation, or maintenance of any airport, except as stated herewith:

The Sponsor is not in default on any obligation to the United States government.

3. Possible Disabilities – There are no facts or circumstances (including the existence of effective or proposed leases, use agreements or other legal instruments affecting use of the Airport or the existence of pending litigation or other legal proceedings) which in reasonable probability might make it impossible for the Sponsor to carry out and complete the Project or carry out the provisions of the Grant Assurances, either by limiting its legal or financial ability or otherwise, except as follows:

There are no facts or circumstances which will inhibit the completion of the project.

4. Consistency with Local Plans – The project is reasonably consistent with plans existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

This project is consistent with the CIP.

5. Consideration of Local Interest – It has given fair consideration to the interest of communities in or near where the project may be located.

This project has given fair consideration.

6. Consultation with Users – In making a decision to undertake an airport development project under Title 49, United States Code, it has consulted with airport users that will potentially be affected by the project (§ 47105(a)(2)).

Project consultation will occur with airport users.

7. Public Hearings – In projects involving the location of an airport, an airport runway or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

Not applicable.

8. Air and Water Quality Standards – In projects involving airport location, a major runway extension, or runway location it will provide for the Governor of the state in which the project is located to certify in writing to the Secretary that the project will be located, designed, constructed, and operated so as to comply with applicable and air and water quality standards. In any case where such standards have not been approved and where applicable air and water quality standards have been promulgated by the Administrator of the Environmental Protection Agency, certification shall be obtained from such Administrator. Notice of certification or refusal to certify shall be provided within sixty days after the project application has been received by the Secretary.

Not applicable.

PART II – SECTION C (Continued)

9. **Exclusive Rights** – There is no grant of an exclusive right for the conduct of any aeronautical activity at any airport owned or controlled by the Sponsor except as follows:

There is no grant of an exclusive right related to aeronautical activity at any airport owned or controlled by the Sponsor.

10. **Land** – (a) The sponsor holds the following property interest in the following areas of land, which are to be developed or used as part of or in connection with the Airport subject to the following exceptions, encumbrances, and adverse interests, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

The Pueblo Memorial Airport is entirely owned, in fee simple title, by the City of Pueblo, Colorado with no exceptions as noted above. No land acquisitions are required for this project.

The Sponsor further certifies that the above is based on a title examination by a qualified attorney or title company and that such attorney or title company has determined that the Sponsor holds the above property interests.

(b) The Sponsor will acquire within a reasonable time, but in any event prior to the start of any construction work under the Project, the following property interest in the following areas of land on which such construction work is to be performed, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

(c) The Sponsor will acquire within a reasonable time, and if feasible prior to the completion of all construction work under the Project, the following property interest in the following areas of land which are to be developed or used as part of or in connection with the Airport as it will be upon completion of the Project, all of which areas are identified on the aforementioned property map designated as Exhibit "A". [1]

None

[1] State the character of property interest in each area and list and identify for each all exceptions, encumbrances, and adverse interests of every kind and nature, including liens, easements, leases, etc. The separate areas of land need only be identified here by the area numbers shown on the property map.

PART III – BUDGET INFORMATION – CONSTRUCTION

SECTION A – GENERAL
1. Federal Domestic Assistance Catalog Number: 20-106
2. Functional or Other Breakout:

SECTION B – CALCULATION OF FEDERAL GRANT			
Cost Classification	**Latest Approved Amount (Use only for revisions)**	**Adjustment + or (-) Amount (Use only for revisions)**	**Total Amount Required**
1. Administration expense			$ 2,000
2. Preliminary expense			
3. Land, structures, right-of-way			
4. Architectural engineering basic fees			21,355
5. Other Architectural engineering fees			
6. Project inspection fees			
7. Land development			
8. Relocation Expenses			
9. Relocation payments to Individuals and Businesses			
10. Demolition and removal			
11. Construction and project improvement			
12. Equipment			404,146
13. Miscellaneous			
14. **Subtotal** (Lines 1 through 13)			$ 427,501
15. Estimated Income (if applicable)			
16. Net Project Amount (Line 14 minus 15)			
17. **Less**: Ineligible Exclusions (Section C, line 23 g.)			
18. **Subtotal** (Lines 16 through 17)			
19. Federal Share requested of Line 18			
20. Grantee share			
21. Other shares			
22. **TOTAL PROJECT** (Lines 19, 20 & 21)			$ 427,501

SECTION C – EXCLUSIONS	
23. Classification (Description of non-participating work)	**Amount Ineligible for Participation**
a.	
b.	
c.	
d.	
e.	
f.	
g. Total	

SECTION D – PROPOSED METHOD OF FINANCING NON-FEDERAL SHARE	
24. Grantee Share – Fund Categories	**Amount**
a. Securities	
b. Mortgages	
c. Appropriations (by Applicant)	
d. Bonds	
e. Tax Levies	
f. Non-Cash	
g. Other (Explain): General Fund/Airport Improvement Fund	10,688
h. **TOTAL** - Grantee share	
25. Other Shares	**Amount** 10,688
a. State	10,688
b. Other	
c. **TOTAL** - Other Shares	$ 10,688
26. TOTAL NON-FEDERAL FINANCING	$ 21,376

SECTION E – REMARKS (Attach sheets if additional space is required)

PART IV – PROGRAM NARRATIVE

(Suggested Format)

PROJECT: Aquisition of Snow Removal Equipment (Truck & Plow)

AIRPORT: PUB, Pueblo Memorial Airport, Pueblo, Colorado

1. Objective:

The project is to acquire snow removal equipment (Truck and Plow) for use at the Pueblo Memorial Airport.

2. Benefits Anticipated:

PUB is currently lacking the SRE which is to be acquired. Similar equipment in the Airport's fleet is aging. In addition, the airport has no suitable equipment to properly operate a pull-behind broom which is currently in their equipment fleet. This acquisition will allow the airport to meet snow clearing times established the their Cert Manual.

3. Approach: (See approved Scope of Work in Final Application)

The SRE will be acquired utilizing current FAA procurement standards where applicable. A competitive bidding process will be implemented in 2022.

4. Geographic Location:

Pueblo Memorial Airport
31201 Bryan Cr.
Pueblo CO 81003

5. If Applicable, Provide Additional Information:

NA

6. Sponsor's Representative: (include address & telephone number)

Mr. Nicholas A. Gradisar, Mayor
Phone: 719 553 2655
Address: 1 City Hall Pl., Pueblo CO 81003

CIP/PREAPPLICATION DATA SHEET

AIRPORT: Pueblo Memorial Airport **LOCAL PRIORITY:** _____ **UPDATED:** 01/12/22

WORK ITEM: Acquisition of Snow Removal Equipment (Truck & Plow)

SKETCH: N/A

JUSTIFICATION: The project will include development of specifications and bidding documents for the acquisition of snow removal equipment, and bid phase services to acquire snow removal equipment for Pueblo Memorial Airport. A tandem dump truck and plow will be acquired.

SPONSOR SIGNATURE: _____ **DATE:** 1-13-2022

COST ESTIMATE: $427,501 Item (Fencing, Signage, and Drainage)

ENGINEERING:	$	**21,355**	2:	$	5:	$	
PROCUREMENT:	$	**406,146**	3:	$	TOTAL:	$	**427,501**

ADO USE:

PREAPP NO:_____ **GRANT NO:** _____ **PIAS CODE:**_____ **WORK CODE:**_____ **FAA PRIOR:**_____ **FED $**_____

FAA
Airports

Current FAA Advisory Circulars Required for Use in AIP Funded and PFC Approved Projects

Updated: 4/18/2019

View the most current versions of these ACs and any associated changes at:
http://www.faa.gov/airports/resources/advisory_circulars and
http://www.faa.gov/regulations_policies/advisory_circulars/

NUMBER	TITLE
70/7460-1L Change 2	Obstruction Marking and Lighting
150/5000-9A	Announcement of Availability Report No. DOT/FAA/PP/92-5, Guidelines for the Sound Insulation of Residences Exposed to Aircraft Operations
150/5000-17	Critical Aircraft and Regular Use Determination
150/5020-1	Noise Control and Compatibility Planning for Airports
150/5070-6B Changes 1 - 2	Airport Master Plans
150/5070-7 Change 1	The Airport System Planning Process
150/5100-13B	Development of State Standards for Nonprimary Airports
150/5200-28F	Notices to Airmen (NOTAMs) for Airport Operators
150/5200-30D Change 1	Airport Field Condition Assessments and Winter Operations Safety
150/5200-31C Changes 1 - 2	Airport Emergency Plan
150/5210-5D	Painting, Marking, and Lighting of Vehicles Used on an Airport
150/5210-7D	Aircraft Rescue and Fire Fighting Communications
150/5210-13C	Airport Water Rescue Plans and Equipment

NUMBER	TITLE
150/5210-14B	Aircraft Rescue Fire Fighting Equipment, Tools and Clothing
150/5210-15A	Aircraft Rescue and Firefighting Station Building Design
150/5210-18A	Systems for Interactive Training of Airport Personnel
150/5210-19A	Driver's Enhanced Vision System (DEVs)
150/5220-10E	Guide Specification for Aircraft Rescue and Fire Fighting (ARFF) Vehicles
150/5220-16E, Change 1	Automated Weather Observing Systems (AWOS) for Non-Federal Applications
150/5220-17B	Aircraft Rescue and Fire Fighting (ARFF) Training Facilities
150/5220-18A	Buildings for Storage and Maintenance of Airport Snow and Ice Control Equipment and Materials
150/5220-20A	Airport Snow and Ice Control Equipment
150/5220-21C	Aircraft Boarding Equipment
150/5220-22B	Engineered Materials Arresting Systems (EMAS) for Aircraft Overruns
150/5220-23	Frangible Connections
150/5220-24	Foreign Object Debris Detection Equipment
150/5220-25	Airport Avian Radar Systems
150/5220-26, Changes 1 - 2	Airport Ground Vehicle Automatic Dependent Surveillance - Broadcast (ADS-B) Out Squitter Equipment
150/5300-13A, Change 1	Airport Design
150/5300-14C	Design of Aircraft Deicing Facilities
150/5300-16A	General Guidance and Specifications for Aeronautical Surveys: Establishment of Geodetic Control and Submission to the National Geodetic Survey
150/5300-17C Change 1	Standards for Using Remote Sensing Technologies in Airport Surveys
150/5300-18B Change 1	General Guidance and Specifications for Submission of Aeronautical Surveys to NGS: Field Data Collection and Geographic Information System (GIS) Standards
150/5320-5D	Airport Drainage Design

NUMBER	TITLE
150/5320-6F	Airport Pavement Design and Evaluation
150/5320-12C, Changes 1 - 8	Measurement, Construction, and Maintenance of Skid Resistant Airport Pavement Surfaces
150/5320-15A	Management of Airport Industrial Waste
150/5325-4B	Runway Length Requirements for Airport Design
150/5335-5C	Standardized Method of Reporting Airport Pavement Strength - PCN
150/5340-1L	Standards for Airport Markings
150/5340-5D	Segmented Circle Airport Marker System
150/5340-18F	Standards for Airport Sign Systems
150/5340-26C	Maintenance of Airport Visual Aid Facilities
150/5340-30J	Design and Installation Details for Airport Visual Aids
150/5345-3G	Specification for L-821, Panels for the Control of Airport Lighting
150/5345-5B	Circuit Selector Switch
150/5345-7F	Specification for L-824 Underground Electrical Cable for Airport Lighting Circuits
150/5345-10H	Specification for Constant Current Regulators and Regulator Monitors
150/5345-12F	Specification for Airport and Heliport Beacons
150/5345-13B	Specification for L-841 Auxiliary Relay Cabinet Assembly for Pilot Control of Airport Lighting Circuits
150/5345-26D	FAA Specification For L-823 Plug and Receptacle, Cable Connectors
150/5345-27E	Specification for Wind Cone Assemblies
150/5345-28G	Precision Approach Path Indicator (PAPI) Systems
150/5345-39D	Specification for L-853, Runway and Taxiway Retroreflective Markers
150/5345-42H	Specification for Airport Light Bases, Transformer Housings, Junction Boxes, and Accessories
150/5345-43J	Specification for Obstruction Lighting Equipment

NUMBER	TITLE
150/5345-44K	Specification for Runway and Taxiway Signs
150/5345-45C	Low-Impact Resistant (LIR) Structures
150/5345-46E	Specification for Runway and Taxiway Light Fixtures
150/5345-47C	Specification for Series to Series Isolation Transformers for Airport Lighting Systems
150/5345-49D	Specification L-854, Radio Control Equipment
150/5345-50B	Specification for Portable Runway and Taxiway Lights
150/5345-51B	Specification for Discharge-Type Flashing Light Equipment
150/5345-52A	Generic Visual Glideslope Indicators (GVGI)
150/5345-53D	Airport Lighting Equipment Certification Program
150/5345-54B	Specification for L-884, Power and Control Unit for Land and Hold Short Lighting Systems
150/5345-55A	Specification for L-893, Lighted Visual Aid to Indicate Temporary Runway Closure
150/5345-56B	Specification for L-890 Airport Lighting Control and Monitoring System (ALCMS)
150/5360-12F	Airport Signing and Graphics
150/5360-13A	Airport Terminal Planning
150/5360-14A	Access to Airports By Individuals With Disabilities
150/5370-2G	Operational Safety on Airports During Construction
150/5370-10H	Standard Specifications for Construction of Airports
150/5370-11B	Use of Nondestructive Testing in the Evaluation of Airport Pavements
150/5370-13A	Off-Peak Construction of Airport Pavements Using Hot-Mix Asphalt
150/5370-15B	Airside Applications for Artificial Turf
150/5370-16	Rapid Construction of Rigid (Portland Cement Concrete) Airfield Pavements
150/5370-17	Airside Use of Heated Pavement Systems
150/5390-2C	Heliport Design
150/5395-1B	Seaplane Bases

THE FOLLOWING ADDITIONAL APPLY TO AIP PROJECTS ONLY

Updated: 3/22/2019

NUMBER	TITLE
150/5100-14E, Change 1	Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects
150/5100-17, Changes 1 - 7	Land Acquisition and Relocation Assistance for Airport Improvement Program Assisted Projects
150/5300-15A	Use of Value Engineering for Engineering and Design of Airport Grant Projects
150/5320-17A	Airfield Pavement Surface Evaluation and Rating Manuals
150/5370-12B	Quality Management for Federally Funded Airport Construction Projects
150/5380-6C	Guidelines and Procedures for Maintenance of Airport Pavements
150/5380-7B	Airport Pavement Management Program
150/5380-9	Guidelines and Procedures for Measuring Airfield Pavement Roughness

FAA
Airports

ASSURANCES

Airport Sponsors

A. General.

1. These assurances shall be complied with in the performance of grant agreements for airport development, airport planning, and noise compatibility program grants for airport sponsors.
2. These assurances are required to be submitted as part of the project application by sponsors requesting funds under the provisions of Title 49, U.S.C., subtitle VII, as amended. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
3. Upon acceptance of this grant offer by the sponsor, these assurances are incorporated in and become part of this grant agreement.

B. Duration and Applicability.

1. **Airport development or Noise Compatibility Program Projects Undertaken by a Public Agency Sponsor.**

   The terms, conditions and assurances of this grant agreement shall remain in full force and effect throughout the useful life of the facilities developed or equipment acquired for an airport development or noise compatibility program project, or throughout the useful life of the project items installed within a facility under a noise compatibility program project, but in any event not to exceed twenty (20) years from the date of acceptance of a grant offer of Federal funds for the project. However, there shall be no limit on the duration of the assurances regarding Exclusive Rights and Airport Revenue so long as the airport is used as an airport. There shall be no limit on the duration of the terms, conditions, and assurances with respect to real property acquired with federal funds. Furthermore, the duration of the Civil Rights assurance shall be specified in the assurances.

2. **Airport Development or Noise Compatibility Projects Undertaken by a Private Sponsor.**

   The preceding paragraph 1 also applies to a private sponsor except that the useful life of project items installed within a facility or the useful life of the facilities developed or equipment acquired under an airport development or noise compatibility program project shall be no less than ten (10) years from the date of acceptance of Federal aid for the project.

3. **Airport Planning Undertaken by a Sponsor.**

Unless otherwise specified in this grant agreement, only Assurances 1, 2, 3, 5, 6, 13, 18, 25, 30, 32, 33, and 34 in Section C apply to planning projects. The terms, conditions, and assurances of this grant agreement shall remain in full force and effect during the life of the project; there shall be no limit on the duration of the assurances regarding Airport Revenue so long as the airport is used as an airport.

C. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this grant that:

1. **General Federal Requirements.**

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance and use of Federal funds for this project including but not limited to the following:

Federal Legislation

a. Title 49, U.S.C., subtitle VII, as amended.
b. Davis-Bacon Act - 40 U.S.C. 276(a), et seq.[1]
c. Federal Fair Labor Standards Act - 29 U.S.C. 201, et seq.
d. Hatch Act – 5 U.S.C. 1501, et seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et seq.[1 2]
f. National Historic Preservation Act of 1966 - Section 106 - 16 U.S.C. 470(f).[1]
g. Archeological and Historic Preservation Act of 1974 - 16 U.S.C. 469 through 469c.[1]
h. Native Americans Grave Repatriation Act - 25 U.S.C. Section 3001, et seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 - Section 102(a) - 42 U.S.C. 4012a.[1]
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f))
m. Rehabilitation Act of 1973 - 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin);
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 - 42 U.S.C. 6101, et seq.
q. American Indian Religious Freedom Act, P.L. 95-341, as amended.
r. Architectural Barriers Act of 1968 -42 U.S.C. 4151, et seq.[1]
s. Power plant and Industrial Fuel Use Act of 1978 - Section 403- 2 U.S.C. 8373.[1]
t. Contract Work Hours and Safety Standards Act - 40 U.S.C. 327, et seq.[1]
u. Copeland Anti-kickback Act - 18 U.S.C. 874.1
v. National Environmental Policy Act of 1969 - 42 U.S.C. 4321, et seq.[1]
w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.
x. Single Audit Act of 1984 - 31 U.S.C. 7501, et seq.[2]
y. Drug-Free Workplace Act of 1988 - 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

Executive Orders

a. Executive Order 11246 - Equal Employment Opportunity[1]
b. Executive Order 11990 - Protection of Wetlands
c. Executive Order 11998 – Flood Plain Management
d. Executive Order 12372 - Intergovernmental Review of Federal Programs
e. Executive Order 12699 - Seismic Safety of Federal and Federally Assisted New Building Construction[1]
f. Executive Order 12898 - Environmental Justice

Federal Regulations

a. 2 CFR Part 180 - OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).
b. 2 CFR Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. [OMB Circular A-87 Cost Principles Applicable to Grants and Contracts with State and Local Governments, and OMB Circular A-133 - Audits of States, Local Governments, and Non-Profit Organizations].[4, 5, 6]
c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment
d. 14 CFR Part 13 - Investigative and Enforcement Procedures14 CFR Part 16 - Rules of Practice For Federally Assisted Airport Enforcement Proceedings.
e. 14 CFR Part 150 - Airport noise compatibility planning.
f. 28 CFR Part 35- Discrimination on the Basis of Disability in State and Local Government Services.
g. 28 CFR § 50.3 - U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.
h. 29 CFR Part 1 - Procedures for predetermination of wage rates.[1]
i. 29 CFR Part 3 - Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]
j. 29 CFR Part 5 - Labor standards provisions applicable to contracts covering federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]
k. 41 CFR Part 60 - Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and federally assisted contracting requirements).[1]
l. 49 CFR Part 18 - Uniform administrative requirements for grants and cooperative agreements to state and local governments.[3]
m. 49 CFR Part 20 - New restrictions on lobbying.
n. 49 CFR Part 21 – Nondiscrimination in federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.
o. 49 CFR Part 23 - Participation by Disadvantage Business Enterprise in Airport Concessions.

p. 49 CFR Part 24 – Uniform Relocation Assistance and Real Property Acquisition for Federal and Federally Assisted Programs.[1] [2]
q. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Programs.
r. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]
s. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.
t. 49 CFR Part 30 - Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.
u. 49 CFR Part 32 – Governmentwide Requirements for Drug-Free Workplace (Financial Assistance)
v. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).
w. 49 CFR Part 41 - Seismic safety of Federal and federally assisted or regulated new building construction.

Specific Assurances

Specific assurances required to be included in grant agreements by any of the above laws, regulations or circulars are incorporated by reference in this grant agreement.

Footnotes to Assurance C.1.

[1] These laws do not apply to airport planning sponsors.

[2] These laws do not apply to private sponsors.

[3] 49 CFR Part 18 and 2 CFR Part 200 contain requirements for State and Local Governments receiving Federal assistance. Any requirement levied upon State and Local Governments by this regulation and circular shall also be applicable to private sponsors receiving Federal assistance under Title 49, United States Code.

[4] On December 26, 2013 at 78 FR 78590, the Office of Management and Budget (OMB) issued the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards in 2 CFR Part 200. 2 CFR Part 200 replaces and combines the former Uniform Administrative Requirements for Grants (OMB Circular A-102 and Circular A-110 or 2 CFR Part 215 or Circular) as well as the Cost Principles (Circulars A-21 or 2 CFR part 220; Circular A-87 or 2 CFR part 225; and A-122, 2 CFR part 230). Additionally it replaces Circular A-133 guidance on the Single Annual Audit. In accordance with 2 CFR section 200.110, the standards set forth in Part 200 which affect administration of Federal awards issued by Federal agencies become effective once implemented by Federal agencies or when any future amendment to this Part becomes final. Federal agencies, including the Department of Transportation, must implement the policies and procedures applicable to Federal awards by promulgating a regulation to be effective by December 26, 2014 unless different provisions are required by statute or approved by OMB.

[5] Cost principles established in 2 CFR part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.

[6] Audit requirements established in 2 CFR part 200 subpart F are the guidelines for audits.

2. **Responsibility and Authority of the Sponsor.**

   a. Public Agency Sponsor:

   It has legal authority to apply for this grant, and to finance and carry out the proposed project; that a resolution, motion or similar action has been duly adopted or passed as an official act of the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

   b. Private Sponsor:

   It has legal authority to apply for this grant and to finance and carry out the proposed project and comply with all terms, conditions, and assurances of this grant agreement. It shall designate an official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. **Sponsor Fund Availability.**

   It has sufficient funds available for that portion of the project costs which are not to be paid by the United States. It has sufficient funds available to assure operation and maintenance of items funded under this grant agreement which it will own or control.

4. **Good Title.**

   a. It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

   b. For noise compatibility program projects to be carried out on the property of the sponsor, it holds good title satisfactory to the Secretary to that portion of the property upon which Federal funds will be expended or will give assurance to the Secretary that good title will be obtained.

5. **Preserving Rights and Powers.**

   a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this grant agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. It will not sell, lease, encumber, or otherwise transfer or dispose of any part of its title or other interests in the property shown on Exhibit A to this application or, for a noise compatibility program project, that portion of the property upon which Federal funds have been expended, for the duration of the terms, conditions, and assurances in this grant agreement without approval by the Secretary. If the transferee is found by the Secretary to be eligible under Title 49, United States Code, to assume the obligations of this grant agreement and to have the power, authority, and financial resources to carry out all such obligations, the sponsor shall insert in the contract or document transferring or disposing of the sponsor's interest, and make binding upon the transferee all of the terms, conditions, and assurances contained in this grant agreement.

c. For all noise compatibility program projects which are to be carried out by another unit of local government or are on property owned by a unit of local government other than the sponsor, it will enter into an agreement with that government. Except as otherwise specified by the Secretary, that agreement shall obligate that government to the same terms, conditions, and assurances that would be applicable to it if it applied directly to the FAA for a grant to undertake the noise compatibility program project. That agreement and changes thereto must be satisfactory to the Secretary. It will take steps to enforce this agreement against the local government if there is substantial non-compliance with the terms of the agreement.

d. For noise compatibility program projects to be carried out on privately owned property, it will enter into an agreement with the owner of that property which includes provisions specified by the Secretary. It will take steps to enforce this agreement against the property owner whenever there is substantial non-compliance with the terms of the agreement.

e. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with these assurances for the duration of these assurances.

f. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations and the terms, conditions and assurances in this grant agreement and shall insure that such arrangement also requires compliance therewith.

g. Sponsors of commercial service airports will not permit or enter into any arrangement that results in permission for the owner or tenant of a property used as a residence, or zoned for residential use, to taxi an aircraft between that property and any location on airport. Sponsors of general aviation airports entering into any arrangement that results in permission for the owner of residential real property adjacent to or near the airport must comply with the requirements of Sec. 136 of Public Law 112-95 and the sponsor assurances.

6. **Consistency with Local Plans.**

   The project is reasonably consistent with plans (existing at the time of submission of this application) of public agencies that are authorized by the State in which the project is located to plan for the development of the area surrounding the airport.

7. **Consideration of Local Interest.**

   It has given fair consideration to the interest of communities in or near where the project may be located.

8. **Consultation with Users.**

   In making a decision to undertake any airport development project under Title 49, United States Code, it has undertaken reasonable consultations with affected parties using the airport at which project is proposed.

9. **Public Hearings.**

   In projects involving the location of an airport, an airport runway, or a major runway extension, it has afforded the opportunity for public hearings for the purpose of considering the economic, social, and environmental effects of the airport or runway location and its consistency with goals and objectives of such planning as has been carried out by the community and it shall, when requested by the Secretary, submit a copy of the transcript of such hearings to the Secretary. Further, for such projects, it has on its management board either voting representation from the communities where the project is located or has advised the communities that they have the right to petition the Secretary concerning a proposed project.

10. **Metropolitan Planning Organization.**

    In projects involving the location of an airport, an airport runway, or a major runway extension at a medium or large hub airport, the sponsor has made available to and has provided upon request to the metropolitan planning organization in the area in which the airport is located, if any, a copy of the proposed amendment to the airport layout plan to depict the project and a copy of any airport master plan in which the project is described or depicted.

11. **Pavement Preventive Maintenance.**

    With respect to a project approved after January 1, 1995, for the replacement or reconstruction of pavement at the airport, it assures or certifies that it has implemented an effective airport pavement maintenance-management program and it assures that it will use such program for the useful life of any pavement constructed, reconstructed or repaired with Federal financial assistance at the airport. It will provide such reports on pavement condition and pavement management programs as the Secretary determines may be useful.

12. **Terminal Development Prerequisites.**

    For projects which include terminal development at a public use airport, as defined in Title 49, it has, on the date of submittal of the project grant application, all the safety equipment required for certification of such airport under section 44706 of Title 49, United States Code, and all the security equipment required by rule or regulation, and

has provided for access to the passenger enplaning and deplaning area of such airport to passengers enplaning and deplaning from aircraft other than air carrier aircraft.

13. **Accounting System, Audit, and Record Keeping Requirements.**

    a. It shall keep all project accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this grant, the total cost of the project in connection with which this grant is given or used, and the amount or nature of that portion of the cost of the project supplied by other sources, and such other financial records pertinent to the project. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

    b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a grant or relating to the project in connection with which this grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

14. **Minimum Wage Rates.**

    It shall include, in all contracts in excess of $2,000 for work on any projects funded under this grant agreement which involve labor, provisions establishing minimum rates of wages, to be predetermined by the Secretary of Labor, in accordance with the Davis-Bacon Act, as amended (40 U.S.C. 276a-276a-5), which contractors shall pay to skilled and unskilled labor, and such minimum rates shall be stated in the invitation for bids and shall be included in proposals or bids for the work.

15. **Veteran's Preference.**

    It shall include in all contracts for work on any project funded under this grant agreement which involve labor, such provisions as are necessary to insure that, in the employment of labor (except in executive, administrative, and supervisory positions), preference shall be given to Vietnam era veterans, Persian Gulf veterans, Afghanistan-Iraq war veterans, disabled veterans, and small business concerns owned and controlled by disabled veterans as defined in Section 47112 of Title 49, United States Code. However, this preference shall apply only where the individuals are available and qualified to perform the work to which the employment relates.

16. **Conformity to Plans and Specifications.**

    It will execute the project subject to plans, specifications, and schedules approved by the Secretary. Such plans, specifications, and schedules shall be submitted to the Secretary prior to commencement of site preparation, construction, or other performance under this grant agreement, and, upon approval of the Secretary, shall be incorporated into this grant agreement. Any modification to the approved plans,

specifications, and schedules shall also be subject to approval of the Secretary, and incorporated into this grant agreement.

17. **Construction Inspection and Approval.**

It will provide and maintain competent technical supervision at the construction site throughout the project to assure that the work conforms to the plans, specifications, and schedules approved by the Secretary for the project. It shall subject the construction work on any project contained in an approved project application to inspection and approval by the Secretary and such work shall be in accordance with regulations and procedures prescribed by the Secretary. Such regulations and procedures shall require such cost and progress reporting by the sponsor or sponsors of such project as the Secretary shall deem necessary.

18. **Planning Projects.**

In carrying out planning projects:

a. It will execute the project in accordance with the approved program narrative contained in the project application or with the modifications similarly approved.

b. It will furnish the Secretary with such periodic reports as required pertaining to the planning project and planning work activities.

c. It will include in all published material prepared in connection with the planning project a notice that the material was prepared under a grant provided by the United States.

d. It will make such material available for examination by the public, and agrees that no material prepared with funds under this project shall be subject to copyright in the United States or any other country.

e. It will give the Secretary unrestricted authority to publish, disclose, distribute, and otherwise use any of the material prepared in connection with this grant.

f. It will grant the Secretary the right to disapprove the sponsor's employment of specific consultants and their subcontractors to do all or any part of this project as well as the right to disapprove the proposed scope and cost of professional services.

g. It will grant the Secretary the right to disapprove the use of the sponsor's employees to do all or any part of the project.

h. It understands and agrees that the Secretary's approval of this project grant or the Secretary's approval of any planning material developed as part of this grant does not constitute or imply any assurance or commitment on the part of the Secretary to approve any pending or future application for a Federal airport grant.

19. **Operation and Maintenance.**

a. The airport and all facilities which are necessary to serve the aeronautical users of the airport, other than facilities owned or controlled by the United States, shall be operated at all times in a safe and serviceable condition and in accordance with the minimum standards as may be required or prescribed by applicable Federal,

state and local agencies for maintenance and operation. It will not cause or permit any activity or action thereon which would interfere with its use for airport purposes. It will suitably operate and maintain the airport and all facilities thereon or connected therewith, with due regard to climatic and flood conditions. Any proposal to temporarily close the airport for non-aeronautical purposes must first be approved by the Secretary. In furtherance of this assurance, the sponsor will have in effect arrangements for-

1) Operating the airport's aeronautical facilities whenever required;

2) Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

3) Promptly notifying airmen of any condition affecting aeronautical use of the airport. Nothing contained herein shall be construed to require that the airport be operated for aeronautical use during temporary periods when snow, flood or other climatic conditions interfere with such operation and maintenance. Further, nothing herein shall be construed as requiring the maintenance, repair, restoration, or replacement of any structure or facility which is substantially damaged or destroyed due to an act of God or other condition or circumstance beyond the control of the sponsor.

b. It will suitably operate and maintain noise compatibility program items that it owns or controls upon which Federal funds have been expended.

20. **Hazard Removal and Mitigation.**

It will take appropriate action to assure that such terminal airspace as is required to protect instrument and visual operations to the airport (including established minimum flight altitudes) will be adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

21. **Compatible Land Use.**

It will take appropriate action, to the extent reasonable, including the adoption of zoning laws, to restrict the use of land adjacent to or in the immediate vicinity of the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft. In addition, if the project is for noise compatibility program implementation, it will not cause or permit any change in land use, within its jurisdiction, that will reduce its compatibility, with respect to the airport, of the noise compatibility program measures upon which Federal funds have been expended.

22. **Economic Nondiscrimination.**

a. It will make the airport available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport.

b. In any agreement, contract, lease, or other arrangement under which a right or privilege at the airport is granted to any person, firm, or corporation to conduct or

to engage in any aeronautical activity for furnishing services to the public at the airport, the sponsor will insert and enforce provisions requiring the contractor to-

1) furnish said services on a reasonable, and not unjustly discriminatory, basis to all users thereof, and

2) charge reasonable, and not unjustly discriminatory, prices for each unit or service, provided that the contractor may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

c. Each fixed-based operator at the airport shall be subject to the same rates, fees, rentals, and other charges as are uniformly applicable to all other fixed-based operators making the same or similar uses of such airport and utilizing the same or similar facilities.

d. Each air carrier using such airport shall have the right to service itself or to use any fixed-based operator that is authorized or permitted by the airport to serve any air carrier at such airport.

e. Each air carrier using such airport (whether as a tenant, non-tenant, or subtenant of another air carrier tenant) shall be subject to such nondiscriminatory and substantially comparable rules, regulations, conditions, rates, fees, rentals, and other charges with respect to facilities directly and substantially related to providing air transportation as are applicable to all such air carriers which make similar use of such airport and utilize similar facilities, subject to reasonable classifications such as tenants or non-tenants and signatory carriers and non-signatory carriers. Classification or status as tenant or signatory shall not be unreasonably withheld by any airport provided an air carrier assumes obligations substantially similar to those already imposed on air carriers in such classification or status.

f. It will not exercise or grant any right or privilege which operates to prevent any person, firm, or corporation operating aircraft on the airport from performing any services on its own aircraft with its own employees [including, but not limited to maintenance, repair, and fueling] that it may choose to perform.

g. In the event the sponsor itself exercises any of the rights and privileges referred to in this assurance, the services involved will be provided on the same conditions as would apply to the furnishing of such services by commercial aeronautical service providers authorized by the sponsor under these provisions.

h. The sponsor may establish such reasonable, and not unjustly discriminatory, conditions to be met by all users of the airport as may be necessary for the safe and efficient operation of the airport.

i. The sponsor may prohibit or limit any given type, kind or class of aeronautical use of the airport if such action is necessary for the safe operation of the airport or necessary to serve the civil aviation needs of the public.

23. **Exclusive Rights.**

It will permit no exclusive right for the use of the airport by any person providing, or intending to provide, aeronautical services to the public. For purposes of this paragraph, the providing of the services at an airport by a single fixed-based operator shall not be construed as an exclusive right if both of the following apply:

a. It would be unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide such services, and

b. If allowing more than one fixed-based operator to provide such services would require the reduction of space leased pursuant to an existing agreement between such single fixed-based operator and such airport. It further agrees that it will not, either directly or indirectly, grant or permit any person, firm, or corporation, the exclusive right at the airport to conduct any aeronautical activities, including, but not limited to charter flights, pilot training, aircraft rental and sightseeing, aerial photography, crop dusting, aerial advertising and surveying, air carrier operations, aircraft sales and services, sale of aviation petroleum products whether or not conducted in conjunction with other aeronautical activity, repair and maintenance of aircraft, sale of aircraft parts, and any other activities which because of their direct relationship to the operation of aircraft can be regarded as an aeronautical activity, and that it will terminate any exclusive right to conduct an aeronautical activity now existing at such an airport before the grant of any assistance under Title 49, United States Code.

24. **Fee and Rental Structure.**

It will maintain a fee and rental structure for the facilities and services at the airport which will make the airport as self-sustaining as possible under the circumstances existing at the particular airport, taking into account such factors as the volume of traffic and economy of collection. No part of the Federal share of an airport development, airport planning or noise compatibility project for which a grant is made under Title 49, United States Code, the Airport and Airway Improvement Act of 1982, the Federal Airport Act or the Airport and Airway Development Act of 1970 shall be included in the rate basis in establishing fees, rates, and charges for users of that airport.

25. **Airport Revenues.**

a. All revenues generated by the airport and any local taxes on aviation fuel established after December 30, 1987, will be expended by it for the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport and which are directly and substantially related to the actual air transportation of passengers or property; or for noise mitigation purposes on or off the airport. The following exceptions apply to this paragraph:

1) If covenants or assurances in debt obligations issued before September 3, 1982, by the owner or operator of the airport, or provisions enacted before September 3, 1982, in governing statutes controlling the owner or operator's financing, provide for the use of the revenues from any of the airport owner or

operator's facilities, including the airport, to support not only the airport but also the airport owner or operator's general debt obligations or other facilities, then this limitation on the use of all revenues generated by the airport (and, in the case of a public airport, local taxes on aviation fuel) shall not apply.

2) If the Secretary approves the sale of a privately owned airport to a public sponsor and provides funding for any portion of the public sponsor's acquisition of land, this limitation on the use of all revenues generated by the sale shall not apply to certain proceeds from the sale. This is conditioned on repayment to the Secretary by the private owner of an amount equal to the remaining unamortized portion (amortized over a 20-year period) of any airport improvement grant made to the private owner for any purpose other than land acquisition on or after October 1, 1996, plus an amount equal to the federal share of the current fair market value of any land acquired with an airport improvement grant made to that airport on or after October 1, 1996.

3) Certain revenue derived from or generated by mineral extraction, production, lease, or other means at a general aviation airport (as defined at Section 47102 of title 49 United States Code), if the FAA determines the airport sponsor meets the requirements set forth in Sec. 813 of Public Law 112-95.

b. As part of the annual audit required under the Single Audit Act of 1984, the sponsor will direct that the audit will review, and the resulting audit report will provide an opinion concerning, the use of airport revenue and taxes in paragraph (a), and indicating whether funds paid or transferred to the owner or operator are paid or transferred in a manner consistent with Title 49, United States Code and any other applicable provision of law, including any regulation promulgated by the Secretary or Administrator.

c. Any civil penalties or other sanctions will be imposed for violation of this assurance in accordance with the provisions of Section 47107 of Title 49, United States Code.

26. **Reports and Inspections.**

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. for airport development projects, make the airport and all airport records and documents affecting the airport, including deeds, leases, operation and use agreements, regulations and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request;

c. for noise compatibility program projects, make records and documents relating to the project and continued compliance with the terms, conditions, and assurances of this grant agreement including deeds, leases, agreements, regulations, and other instruments, available for inspection by any duly authorized agent of the Secretary upon reasonable request; and

d. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1) all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2) all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

27. **Use by Government Aircraft.**

It will make available all of the facilities of the airport developed with Federal financial assistance and all those usable for landing and takeoff of aircraft to the United States for use by Government aircraft in common with other aircraft at all times without charge, except, if the use by Government aircraft is substantial, charge may be made for a reasonable share, proportional to such use, for the cost of operating and maintaining the facilities used. Unless otherwise determined by the Secretary, or otherwise agreed to by the sponsor and the using agency, substantial use of an airport by Government aircraft will be considered to exist when operations of such aircraft are in excess of those which, in the opinion of the Secretary, would unduly interfere with use of the landing areas by other authorized aircraft, or during any calendar month that –

a. Five (5) or more Government aircraft are regularly based at the airport or on land adjacent thereto; or

b. The total number of movements (counting each landing as a movement) of Government aircraft is 300 or more, or the gross accumulative weight of Government aircraft using the airport (the total movement of Government aircraft multiplied by gross weights of such aircraft) is in excess of five million pounds.

28. **Land for Federal Facilities.**

It will furnish without cost to the Federal Government for use in connection with any air traffic control or air navigation activities, or weather-reporting and communication activities related to air traffic control, any areas of land or water, or estate therein, or rights in buildings of the sponsor as the Secretary considers necessary or desirable for construction, operation, and maintenance at Federal expense of space or facilities for such purposes. Such areas or any portion thereof will be made available as provided herein within four months after receipt of a written request from the Secretary.

29. **Airport Layout Plan.**

a. It will keep up to date at all times an airport layout plan of the airport showing

1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto;

2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and

roads), including all proposed extensions and reductions of existing airport facilities;

3) the location of all existing and proposed nonaviation areas and of all existing improvements thereon; and

4) all proposed and existing access points used to taxi aircraft across the airport's property boundary. Such airport layout plans and each amendment, revision, or modification thereof, shall be subject to the approval of the Secretary which approval shall be evidenced by the signature of a duly authorized representative of the Secretary on the face of the airport layout plan. The sponsor will not make or permit any changes or alterations in the airport or any of its facilities which are not in conformity with the airport layout plan as approved by the Secretary and which might, in the opinion of the Secretary, adversely affect the safety, utility or efficiency of the airport.

b. If a change or alteration in the airport or the facilities is made which the Secretary determines adversely affects the safety, utility, or efficiency of any federally owned, leased, or funded property on or off the airport and which is not in conformity with the airport layout plan as approved by the Secretary, the owner or operator will, if requested, by the Secretary (1) eliminate such adverse effect in a manner approved by the Secretary; or (2) bear all costs of relocating such property (or replacement thereof) to a site acceptable to the Secretary and all costs of restoring such property (or replacement thereof) to the level of safety, utility, efficiency, and cost of operation existing before the unapproved change in the airport or its facilities except in the case of a relocation or replacement of an existing airport facility due to a change in the Secretary's design standards beyond the control of the airport sponsor.

30. **Civil Rights.**

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this grant.

a. Using the definitions of activity, facility and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR § 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by, or pursuant to these assurances.

b. Applicability

1) Programs and Activities. If the sponsor has received a grant (or other federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2) Facilities. Where it receives a grant or other federal financial assistance to construct, expand, renovate, remodel, alter or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3) Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

c. Duration.

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1) So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or

2) So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language. It will include the following notification in all solicitations for bids, Requests For Proposals for work, or material under this grant agreement and in all proposals for agreements, including airport concessions, regardless of funding source:

"The **(Name of Sponsor)**, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1) It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally-assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally-assisted programs of the DOT acts and regulations.

2) It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.

3) It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.

4) It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a

covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:

a) For the subsequent transfer of real property acquired or improved under the applicable activity, project, or program; and

b) For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, project, or program.

f. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

g. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

31. **Disposal of Land.**

a. For land purchased under a grant for airport noise compatibility purposes, including land serving as a noise buffer, it will dispose of the land, when the land is no longer needed for such purposes, at fair market value, at the earliest practicable time. That portion of the proceeds of such disposition which is proportionate to the United States' share of acquisition of such land will be, at the discretion of the Secretary, (1) reinvested in another project at the airport, or (2) transferred to another eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order, (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund. If land acquired under a grant for noise compatibility purposes is leased at fair market value and consistent with noise buffering purposes, the lease will not be considered a disposal of the land. Revenues derived from such a lease may be used for an approved airport development project that would otherwise be eligible for grant funding or any permitted use of airport revenue.

b. For land purchased under a grant for airport development purposes (other than noise compatibility), it will, when the land is no longer needed for airport purposes, dispose of such land at fair market value or make available to the Secretary an amount equal to the United States' proportionate share of the fair market value of the land. That portion of the proceeds of such disposition which is proportionate to the United States' share of the cost of acquisition of such land will, (1) upon application to the Secretary, be reinvested or transferred to another

eligible airport as prescribed by the Secretary. The Secretary shall give preference to the following, in descending order: (1) reinvestment in an approved noise compatibility project, (2) reinvestment in an approved project that is eligible for grant funding under Section 47117(e) of title 49 United States Code, (3) reinvestment in an approved airport development project that is eligible for grant funding under Sections 47114, 47115, or 47117 of title 49 United States Code, (4) transferred to an eligible sponsor of another public airport to be reinvested in an approved noise compatibility project at that airport, and (5) paid to the Secretary for deposit in the Airport and Airway Trust Fund.

c. Land shall be considered to be needed for airport purposes under this assurance if (1) it may be needed for aeronautical purposes (including runway protection zones) or serve as noise buffer land, and (2) the revenue from interim uses of such land contributes to the financial self-sufficiency of the airport. Further, land purchased with a grant received by an airport operator or owner before December 31, 1987, will be considered to be needed for airport purposes if the Secretary or Federal agency making such grant before December 31, 1987, was notified by the operator or owner of the uses of such land, did not object to such use, and the land continues to be used for that purpose, such use having commenced no later than December 15, 1989.

d. Disposition of such land under (a) (b) or (c) will be subject to the retention or reservation of any interest or right therein necessary to ensure that such land will only be used for purposes which are compatible with noise levels associated with operation of the airport.

32. **Engineering and Design Services.**

It will award each contract, or sub-contract for program management, construction management, planning studies, feasibility studies, architectural services, preliminary engineering, design, engineering, surveying, mapping or related services with respect to the project in the same manner as a contract for architectural and engineering services is negotiated under Title IX of the Federal Property and Administrative Services Act of 1949 or an equivalent qualifications-based requirement prescribed for or by the sponsor of the airport.

33. **Foreign Market Restrictions.**

It will not allow funds provided under this grant to be used to fund any project which uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

34. **Policies, Standards, and Specifications.**

It will carry out the project in accordance with policies, standards, and specifications approved by the Secretary including but not limited to the advisory circulars listed in the Current FAA Advisory Circulars for AIP projects, dated _____ (the latest approved version as of this grant offer) and included in this grant, and in accordance

with applicable state policies, standards, and specifications approved by the Secretary.

35. **Relocation and Real Property Acquisition.**

    a. It will be guided in acquiring real property, to the greatest extent practicable under State law, by the land acquisition policies in Subpart B of 49 CFR Part 24 and will pay or reimburse property owners for necessary expenses as specified in Subpart B.
    b. It will provide a relocation assistance program offering the services described in Subpart C and fair and reasonable relocation payments and assistance to displaced persons as required in Subpart D and E of 49 CFR Part 24.
    c. It will make available within a reasonable period of time prior to displacement, comparable replacement dwellings to displaced persons in accordance with Subpart E of 49 CFR Part 24.

36. **Access By Intercity Buses.**

    The airport owner or operator will permit, to the maximum extent practicable, intercity buses or other modes of transportation to have access to the airport; however, it has no obligation to fund special facilities for intercity buses or for other modes of transportation.

37. **Disadvantaged Business Enterprises.**

    The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its DBE and ACDBE programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

38. **Hangar Construction.**

    If the airport owner or operator and a person who owns an aircraft agree that a hangar is to be constructed at the airport for the aircraft at the aircraft owner's expense, the airport owner or operator will grant to the aircraft owner for the hangar a long term lease that is subject to such terms and conditions on the hangar as the airport owner or operator may impose.

39. **Competitive Access.**

a. If the airport owner or operator of a medium or large hub airport (as defined in section 47102 of title 49, U.S.C.) has been unable to accommodate one or more requests by an air carrier for access to gates or other facilities at that airport in order to allow the air carrier to provide service to the airport or to expand service at the airport, the airport owner or operator shall transmit a report to the Secretary that-

   1) Describes the requests;

   2) Provides an explanation as to why the requests could not be accommodated; and

   3) Provides a time frame within which, if any, the airport will be able to accommodate the requests.

b. Such report shall be due on either February 1 or August 1 of each year if the airport has been unable to accommodate the request(s) in the six month period prior to the applicable due date.

STANDARD DOT TITLE VI ASSURANCES

City of Pueblo (hereinafter referred to as the Sponsor) hereby agrees that as a condition to receiving Federal financial assistance from the Department of Transportation (DOT), it will comply with Title VI of the Civil Rights Act of 1964 (42 U.S.C. 2000d et seq.) and all requirements imposed by 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation -- Effectuation of Title VI of the Civil Rights Act of 1964 (hereinafter referred to as the "Regulations") to the end that no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under any program or activity for which the applicant receives Federal financial assistance and will immediately take any measures necessary to effectuate this agreement. Without limiting the above general assurance, the Sponsor agrees concerning this grant that:

1. Each "program" and "facility" (as defined in Section 21.23(a) and 21.23(b)) will be conducted or operated in compliance with all requirements of the Regulations.

2. It will insert the clauses of Attachment 1 of this assurance in every contract subject to the Act and the Regulations.

3. Where Federal financial assistance is received to construct a facility, or part of a facility, the assurance shall extend to the entire facility and facilities operated in connection therewith.

4. Where Federal financial assistance is in the form or for the acquisition of real property or an interest in real property, the assurance shall extend to rights to space on, over, or under such property.

5. It will include the appropriate clauses set forth in Attachment 2 of this assurance, as a covenant running with the land, in any future deeds, leases, permits, licenses, and similar agreements entered into by the Sponsor with other parties:

(a) for the subsequent transfer of real property acquired or improved with Federal financial assistance under this project; and

(b) for the construction or use of or access to space on, over, or under real property acquired or improved with Federal financial assistance under this Project.

6. This assurance obligates the Sponsor for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of personal property or real property or interest therein or structures or improvements thereon, in which case the assurance obligates the Sponsor or any transferee for the longer of the following periods:

(a) the period during which the property is used for a purpose for which Federal financial assistance is extended, or for another purpose involving the provision of similar services or benefits; or

(b) the period during which the Sponsor retains ownership or possession of the property.

7. It will provide for such methods of administration for the program as are found by the Secretary of transportation of the official to whom he delegates specific authority to give reasonable guarantees that it, other sponsors, sub grantees, contractors, subcontractors, transferees, successors in interest, and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the act, the Regulations, and this assurance.

STANDARD DOT TITLE VI ASSURANCES *(Continued)*

8. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the Act, the Regulations, and this assurance.

THIS ASSURANCE is given in consideration of and for the purpose of obtaining Federal financial assistance for this Project and is binding on its contractors, the Sponsor, subcontractors, transferees, successors in interest and other participants in the Project. The person or persons whose signatures appear below are authorized to sign this assurance on behalf of the Sponsor.

DATED **January 04, 2022**

City of Pueblo
(Sponsor)



(Signature of Authorized Official)
Nicholas A. Gradisar
Mayor

CONTRACTOR CONTRACTUAL REQUIREMENTS

ATTACHMENT 1

During the performance of this contract, the contractor, for itself, its assignees and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

1. Compliance with Regulations. The contractor shall comply with the regulations relative to nondiscrimination in federally assisted programs of the Department of Transportation (hereinafter, "DOT") Title 49, Code of Federal Regulations, Part 21, as they may be amended from time to time (hereinafter referred to as the Regulations), which are herein incorporated by reference and made a part of this contract.

2. Nondiscrimination. The contractor, with regard to the work performed by it during the contract, shall not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. the contractor shall not participate either directly of indirectly in the discrimination prohibited by section 21.5 of the Regulations, including employment practices when the contract covers a program set forth in Appendix B of the Regulations.

3. Solicitations for Subcontracts, Including Procurements of Materials and Equipment. In all solicitations either by competitive bidding or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials or lease of equipment, each potential subcontractor or supplier shall be notified by the contractor of the contractor's obligations under this contract and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.

4. Information and Reports. The contractor shall provide all information and reports required by the Regulations or directives issued pursuant thereto and shall permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the Sponsor or the Federal Aviation Administration (FAA) to be pertinent to ascertain compliance with such Regulations, orders, and instructions. Where any information required of a contract is in the exclusive possession of another who fails or refuses to furnish this information, the contractor shall so certify to the sponsor or the FAA, as appropriate, and shall set forth what efforts it has made to obtain the information.

5. Sanctions for Noncompliance. In the event of the contractor's noncompliance with the nondiscrimination provisions of this contract, the sponsor shall impose such contract sanctions as it or the FAA may determine to be appropriate, including, but not limited to:

   a. Withholding of payments to the contractor under the contract until the contractor complies, and/or

   b. Cancellation, termination, or suspension of the contract, in whole or in part.

6. Incorporation of Provisions. The contractor shall include the provisions of paragraphs 1 through 5 in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Regulations or directives issued pursuant thereto. The contractor shall take such action with respect to any subcontract or procurement as the sponsor or the FAA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, however, that in the event a contractor becomes involved in, or is threatened with, litigation with a subcontractor or supplier as a result of such direction, the contractor may request the Sponsor to enter into such litigation to protect the interests of the sponsor and, in addition, the contractor may request the United States to enter into such litigation to protect the interest of the United States.

CLAUSES FOR DEEDS, LICENSES, LEASES, PERMITS OR SIMILAR INSTRUMENTS

ATTACHMENT 2

The following clauses shall be included in deeds, licenses, leases, permits, or similar instruments entered into by the Sponsor pursuant to the provisions of Assurances 5(a) and 5(b).

1. The (grantee, licensee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that in the event facilities are constructed, maintained, or otherwise operated on the said property described in this (deed, license, lease, permit, etc.) for a purpose for which a DOT program or activity is extended or for another purpose involving the provision of similar services or benefits, the (grantee, licensee, lessee, permittee, etc.) shall maintain and operate such facilities and services in compliance with all other requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

2. The (grantee, licensee, lessee, permittee, etc., as appropriate) for himself, his heirs, personal representatives, successors in interest, and assigns, as a part of the consideration hereof, does hereby covenant and agree (in the case of deeds and leases add "as a covenant running with the land") that: (1) no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, (3) that the (grantee, licensee, permittee, etc.) shall use the premises in compliance with all other requirements imposed by or pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as said Regulations may be amended.

REQUIRED STATEMENTS
AIRPORT IMPROVEMENT PROGRAM PROJECTS

AIRPORT: PUB, Pueblo Memorial Airport

LOCATION: Pueblo, Colorado

AIP PROJECT NO.: 3-08-0046-046-2022

STATEMENTS APPLICABLE TO THIS PROJECT Acquisition of Snow Removal Equipment (Truck & Plow)

☒ **a.** **INTEREST OF NEIGHBORING COMMUNITIES**: In formulating this project, consideration has been given to the interest of communities that are near (Exact name of airport) **Pueblo Memorial Airport**.

☒ **b.** **THE DEVELOPMENT PROPOSED IN THIS PROJECT** will not require the use of publicly owned land from a public park, recreation area, wildlife and fowl refuge, or a historical site under Federal, State, or Local jurisdiction.

☒ **c.** **FBO COORDINATION**: The airport development proposed in this project has been coordinated with the Fixed Base Operator(s) utilizing (Exact name of airport) **Pueblo Memorial Airport**, and they have been informed regarding the scope and nature of this project.

☒ **d.** **THE PROPOSED PROJECT IS CONSISTENT** with existing approved plans for the area surrounding the airport.

The above statements have been duly considered and are applicable to this project. (Provide comment for any statement not checked).

BY: Nicholas A. Gradisar DATE: January 04, 2022

TITLE: Mayor

SPONSORING AGENCY: City of Pueblo

NOTE: Where opposition is stated to an airport development project, whether expressly or by proposed revision, the following specific information concerning the opposition to the project must be furnished.

a. Identification of the Federal, state, or local governmental agency, or the person or persons opposing the project;

b. The nature and basis of opposition;

c. Sponsor's plan to accommodate or otherwise satisfy the opposition;

d. Whether an opportunity for a hearing was afforded, and if a hearing was held, an analysis of the facts developed at the hearing as they relate to the social, economic, and environmental aspects of the proposed project and its consistency with the goals and objectives of such urban planning as has been carried out by the community.

e. If the opponents proposed any alternatives, what these alternatives were and the reason for nonacceptance;

f. Sponsor's plans, if any, to minimize any adverse effects of the project;

g. Benefits to be gained by the proposed development; and

h. Any other pertinent information which would be of assistance in determining whether to proceed with the project.

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS, AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal Grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.

2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form LLL "Disclosure of Lobby Activities", in accordance with its instructions.

3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

Signed _____ Date January 04, 2022

Sponsor's Authorized Representative

Title Nicholas A. Gradisar, Mayor

TITLE VI PRE-AWARD SPONSOR CHECKLIST

Airport/Sponsor: PUB, Pueblo Memorial Airport, City of Pueblo

AIP #: 3-08-0046-046-2022

Project Description(s): Acquisition of Snow Removal Equipment (Truck & Plow)

1) **Please describe any of the following IF they apply to your project: Title VI issues raised at public hearing(s) and the conclusions made; EIS data concerning the race, color, or national origin of the affected community; steps taken or proposed to guard against unnecessary impact on persons on the basis of race, color or national origin.**
   ☒ **None**

2) **Please list any airport related Title VI lawsuits or complaints filed in the preceding year against the sponsor. Include a summary of the findings.**
   ☒ **None** (If "None", continue with questions 3 and 4).

3) **Please list any current applications for federal funding (other than FAA) of airport related projects which exceed the amount for this grant.**
   ☒ **None**

4) **Please list any airport related Title VI compliance review(s) received by the sponsor in the preceding two years. Include who conducted the review and any findings of noncompliance.**
   ☒ **None**

To be completed by the Civil Rights Staff

Review completed and approved: _____
Signature

Date: _____

This checklist is only required for projects that involve one of the following: Environmental Assessment or Impact Statement (EIS); airport or runway relocation; major runway extension; relocation of any structure of person; or impact to access or preservation of any burial ceremonial or other sacred or historical structures or lands of any indigenous or ethnic population.

Return to: FAA, Civil Rights, Northwest Mountain Region; 1601 Lind Ave. SW; Renton, WA 98057-3356. FAX: (425) 227-1009 Phone (425) 227-2009

Drug-Free Workplace
Airport Improvement Program Sponsor Certification

Sponsor: City of Pueblo

Airport: PUB, Pueblo Memorial Airport, City of Pueblo

Project Number: AIP: 3-08-0046-046-2022

Description of Work: Aquisition of Snow Removal Equipment (Truck & Plow)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements on the drug-free workplace within federal grant programs are described in 2 CFR part 182. Sponsors are required to certify they will be, or will continue to provide, a drug-free workplace in accordance with the regulation. The AIP project grant agreement contains specific assurances on the Drug-Free Workplace Act of 1988.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A statement has been or will be published prior to commencement of project notifying employees that the unlawful manufacture, distribution, dispensing, possession, or use of a controlled substance is prohibited in the sponsor's workplace, and specifying the actions to be taken against employees for violation of such prohibition (2 CFR § 182.205).

   ☒ Yes ☐ No ☐ N/A

2. An ongoing drug-free awareness program (2 CFR § 182.215) has been or will be established prior to commencement of project to inform employees about:

   a. The dangers of drug abuse in the workplace;

   b. The sponsor's policy of maintaining a drug-free workplace;

   c. Any available drug counseling, rehabilitation, and employee assistance programs; and

   d. The penalties that may be imposed upon employees for drug abuse violations occurring in the workplace.

   ☒ Yes ☐ No ☐ N/A

3. Each employee to be engaged in the performance of the work has been or will be given a copy of the statement required within item 1 above prior to commencement of project (2 CFR § 182.210).

   ☒ Yes ☐ No ☐ N/A

4. Employees have been or will be notified in the statement required by item 1 above that, as a condition employment under the grant (2 CFR § 182.205(c)), the employee will:

   a. Abide by the terms of the statement; and

   b. Notify the employer in writing of his or her conviction for a violation of a criminal drug statute occurring in the workplace no later than five calendar days after such conviction.

   ☒ Yes ☐ No ☐ N/A

5. The Federal Aviation Administration (FAA) will be notified in writing within 10 calendar days after receiving notice under item 4b above from an employee or otherwise receiving actual notice of such conviction (2 CFR § 182.225). Employers of convicted employees must provide notice, including position title of the employee, to the FAA (2 CFR § 182.300).

   ☒ Yes ☐ No ☐ N/A

6. One of the following actions (2 CFR § 182.225(b)) will be taken within 30 calendar days of receiving a notice under item 4b above with respect to any employee who is so convicted:

   a. Take appropriate personnel action against such an employee, up to and including termination, consistent with the requirements of the Rehabilitation Act of 1973, as amended; and

   b. Require such employee to participate satisfactorily in drug abuse assistance or rehabilitation programs approved for such purposes by a federal, state, or local health, law enforcement, or other appropriate agency.

   ☒ Yes ☐ No ☐ N/A

7. A good faith effort will be made, on a continuous basis, to maintain a drug-free workplace through implementation of items 1 through 6 above (2 CFR § 182.200).

   ☒ Yes ☐ No ☐ N/A

Site(s) of performance of work (2 CFR § 182.230):

Location 1
Name of Location: Pueblo Memorial Airport
Address: 31201 Bryan Cr., Pueblo CO 81001

Location 2 (if applicable)
Name of Location:
Address:

Location 3 (if applicable)
Name of Location:
Address:

Attach documentation clarifying any above item marked with a "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 4th day of January , 2022 .

Name of Sponsor: City of Pueblo

Name of Sponsor's Authorized Official: Nicholas A. Gradisar

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Equipment and Construction Contracts
Airport Improvement Sponsor Certification

Sponsor: City of Pueblo

Airport: Pueblo Memorial

Project Number: AIP: 3-08-0046-046-2022

Description of Work: Aquisition of Snow Removal Equipment (Truck & Plow)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General procurement standards for equipment and construction contracts within Federal grant programs are described in 2 CFR §§ 200.317-200.326. Labor and Civil Rights Standards applicable to the AIP are established by the Department of Labor (www.dol.gov) AIP Grant Assurance C.1—General Federal Requirements identifies all applicable Federal Laws, regulations, executive orders, policies, guidelines and requirements for assistance under the AIP. Sponsors may use state and local procedures provided the procurement conforms to these federal standards.

This certification applies to all equipment and construction projects. Equipment projects may or may not employ laborers and mechanics that qualify the project as a "covered contract" under requirements established by the Department of Labor requirements. Sponsor shall provide appropriate responses to the certification statements that reflect the character of the project regardless of whether the contract is for a construction project or an equipment project.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. A written code or standard of conduct is or will be in effect prior to commencement of the project that governs the performance of the sponsor's officers, employees, or agents in soliciting, awarding and administering procurement contracts (2 CFR § 200.318).

   ☒ Yes ☐ No ☐ N/A

2. For all contracts, qualified and competent personnel are or will be engaged to perform contract administration, engineering supervision, construction inspection, and testing (Grant Assurance C.17).

   ☒ Yes ☐ No ☐ N/A

3. Sponsors that are required to have a Disadvantage Business Enterprise (DBE) program on file with the FAA have included or will include clauses required by Title VI of the Civil Rights Act and 49 CFR Part 26 for Disadvantaged Business Enterprises in all contracts and subcontracts.

   ☒ Yes ☐ No ☐ N/A

4. Sponsors required to have a DBE program on file with the FAA have implemented or will implement monitoring and enforcement measures that:

   a. Ensure work committed to Disadvantaged Business Enterprises at contract award is actually performed by the named DBEs (49 CFR § 26.37(b));

   b. Include written certification that the sponsor has reviewed contract records and has monitored work sites for performance by DBE firms (49 CFR § 26.37(b)); and

   c. Provides for a running tally of payments made to DBE firms and a means for comparing actual attainments (i.e. payments) to original commitments (49 CFR § 26.37(c)).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor procurement actions using the competitive sealed bid method (2 CFR § 200.320(c)). was or will be:

   a. Publicly advertised, allowing a sufficient response time to solicit an adequate number of interested contractors or vendors;

   b. Prepared to include a complete, adequate and realistic specification that defines the items or services in sufficient detail to allow prospective bidders to respond;

   c. Publicly opened at a time and place prescribed in the invitation for bids; and

   d. Prepared in a manner that result in a firm fixed price contract award to the lowest responsive and responsible bidder.

   ☒ Yes ☐ No ☐ N/A

6. For projects the Sponsor proposes to use the competitive proposal procurement method (2 CFR § 200.320(d)), Sponsor has requested or will request FAA approval prior to proceeding with a competitive proposal procurement by submitting to the FAA the following:

   a. Written justification that supports use of competitive proposal method in lieu of the preferred sealed bid procurement method;

   b. Plan for publicizing and soliciting an adequate number of qualified sources; and

   c. Listing of evaluation factors along with relative importance of the factors.

   ☒ Yes ☐ No ☐ N/A

7. For construction and equipment installation projects, the bid solicitation includes or will include the current federal wage rate schedule(s) for the appropriate type of work classifications (2 CFR Part 200, Appendix II).

   ☐ Yes ☐ No ☒ N/A

8. Concurrence was or will be obtained from the Federal Aviation Administration (FAA) prior to contract award under any of the following circumstances (Order 5100.38D):

    a. Only one qualified person/firm submits a responsive bid;

    b. Award is to be made to other than the lowest responsible bidder; and

    c. Life cycle costing is a factor in selecting the lowest responsive bidder.

    ☒ Yes ☐ No ☐ N/A

9. All construction and equipment installation contracts contain or will contain provisions for:

    a. Access to Records (§ 200.336)

    b. Buy American Preferences (Title 49 U.S.C. § 50101)

    c. Civil Rights - General Provisions and Title VI Assurances(41 CFR part 60)

    d. Federal Fair Labor Standards (29 U.S.C. § 201, et seq)

    e. Occupational Safety and Health Act requirements (20 CFR part 1920)

    f. Seismic Safety – building construction (49 CFR part 41)

    g. State Energy Conservation Requirements - as applicable(2 CFR part 200, Appendix II)

    h. U.S. Trade Restriction (49 CFR part 30)

    i. Veterans Preference (49 USC § 47112(c))

    ☒ Yes ☐ No ☐ N/A

10. All construction and equipment installation contracts exceeding $2,000 contain or will contain the provisions established by:

    a. Davis-Bacon and Related Acts (29 CFR part 5)

    b. Copeland "Anti-Kickback" Act (29 CFR parts 3 and 5)

    ☒ Yes ☐ No ☐ N/A

11. All construction and equipment installation contracts exceeding $3,000 contain or will contain a contract provision that discourages distracted driving (E.O. 13513).

    ☒ Yes ☐ No ☐ N/A

12. All contracts exceeding $10,000 contain or will contain the following provisions as applicable:

    a. Construction and equipment installation projects - Applicable clauses from 41 CFR Part 60 for compliance with Executive Orders 11246 and 11375 on Equal Employment Opportunity;

    b. Construction and equipment installation - Contract Clause prohibiting segregated facilities in accordance with 41 CFR part 60-1.8;

    c. Requirement to maximize use of products containing recovered materials in accordance with 2 CFR § 200.322 and 40 CFR part 247; and

    d. Provisions that address termination for cause and termination for convenience (2 CFR Part 200, Appendix II).

    ☒ Yes ☐ No ☐ N/A

13. All contracts and subcontracts exceeding $25,000: Measures are in place or will be in place (e.g. checking the System for Award Management) that ensure contracts and subcontracts are not awarded to individuals or firms suspended, debarred, or excluded from participating in federally assisted projects (2 CFR parts 180 and 1200).

    ☒ Yes ☐ No ☐ N/A

14. Contracts exceeding the simplified acquisition threshold (currently $150,000) include or will include provisions, as applicable, that address the following:

    a. Construction and equipment installation contracts - a bid guarantee of 5%, a performance bond of 100%, and a payment bond of 100% (2 CFR § 200.325);

    b. Construction and equipment installation contracts - requirements of the Contract Work Hours and Safety Standards Act (40 USC 3701-3708, Sections 103 and 107);

    c. Restrictions on Lobbying and Influencing (2 CFR part 200, Appendix II);

    d. Conditions specifying administrative, contractual and legal remedies for instances where contractor of vendor violate or breach the terms and conditions of the contract (2 CFR §200, Appendix II); and

    e. All Contracts - Applicable standards and requirements issued under Section 306 of the Clean Air Act (42 USC 7401-7671q), Section 508 of the Clean Water Act (33 USC 1251-1387, and Executive Order 11738.

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 4th day of January , 2022 .

Name of Sponsor: City of Pueblo

Name of Sponsor's Authorized Official: Nicholas A. Gradisar

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Project Plans and Specifications
Airport Improvement Program Sponsor Certification

Sponsor: City of Pueblo

Airport: Pueblo Memorial

Project Number: AIP: 3-08-0046-046-2022

Description of Work: Aquisition of Snow Removal Equipment (Truck & Plow)

Application

49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). Labor and civil rights standards applicable to AIP are established by the Department of Labor (www.dol.gov/). AIP Grant Assurance C.1—General Federal Requirements identifies applicable federal laws, regulations, executive orders, policies, guidelines and requirements for assistance under AIP. A list of current advisory circulars with specific standards for procurement, design or construction of airports, and installation of equipment and facilities is referenced in standard airport sponsor Grant Assurance 34 contained in the grant agreement.

Certification Statements

Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. The plans and specifications were or will be prepared in accordance with applicable federal standards and requirements, so that no deviation or modification to standards set forth in the advisory circulars, or FAA-accepted state standard, is necessary other than those explicitly approved by the Federal Aviation Administration (FAA) (14 USC § 47105).

   ☒ Yes ☐ No ☐ N/A

2. Specifications incorporate or will incorporate a clear and accurate description of the technical requirement for the material or product that does not contain limiting or proprietary features that unduly restrict competition (2 CFR §200.319).

   ☒ Yes ☐ No ☐ N/A

3. The development that is included or will be included in the plans is depicted on the current airport layout plan as approved by the FAA (14 USC § 47107).

   ☐ Yes ☐ No ☒ N/A

4. Development and features that are ineligible or unallowable for AIP funding have been or will be omitted from the plans and specifications (FAA Order 5100.38, par. 3-43).

   ☒ Yes ☐ No ☐ N/A

5. The specification does not use or will not use "brand name" or equal to convey requirements unless sponsor requests and receives approval from the FAA to use brand name (FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

6. The specification does not impose or will not impose geographical preference in their procurement requirements (2 CFR §200.319(b) and FAA Order 5100.38, Table U-5).

   ☒ Yes ☐ No ☐ N/A

7. The use of prequalified lists of individuals, firms or products include or will include sufficient qualified sources that ensure open and free competition and that does not preclude potential entities from qualifying during the solicitation period (2 CFR §319(d)).

   ☒ Yes ☐ No ☐ N/A

8. Solicitations with bid alternates include or will include explicit information that establish a basis for award of contract that is free of arbitrary decisions by the sponsor (2 CFR § 200.319(a)(7)).

   ☒ Yes ☐ No ☐ N/A

9. Concurrence was or will be obtained from the FAA if Sponsor incorporates a value engineering clause into the contract (FAA Order 5100.38, par. 3-57).

   ☒ Yes ☐ No ☐ N/A

10. The plans and specifications incorporate or will incorporate applicable requirements and recommendations set forth in the federally approved environmental finding (49 USC §47106(c)).

    ☐ Yes ☐ No ☒ N/A

11. The design of all buildings comply or will comply with the seismic design requirements of 49 CFR § 41.120. (FAA Order 5100.38d, par. 3-92)

    ☐ Yes ☐ No ☒ N/A

12. The project specification include or will include process control and acceptance tests required for the project by as per the applicable standard:

    a. Construction and installation as contained in Advisory Circular (AC) 150/5370-10.

       ☐ Yes ☐ No ☒ N/A

b. Snow Removal Equipment as contained in AC 150/5220-20.

☒ Yes ☐ No ☐ N/A

c. Aircraft Rescue and Fire Fighting (ARFF) vehicles as contained in AC 150/5220-10.

☐ Yes ☐ No ☒ N/A

13. For construction activities within or near aircraft operational areas(AOA):

a. The Sponsor has or will prepare a construction safety and phasing plan (CSPP) conforming to Advisory Circular 150/5370-2.

b. Compliance with CSPP safety provisions has been or will be incorporated into the plans and specifications as a contractor requirement.

c. Sponsor will not initiate work until receiving FAA's concurrence with the CSPP (FAA Order 5100.38, Par. 5-29).

☐ Yes ☐ No ☒ N/A

14. The project was or will be physically completed without federal participation in costs due to errors and omissions in the plans and specifications that were foreseeable at the time of project design (49 USC §47110(b)(1) and FAA Order 5100.38d, par. 3-100).

☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "No" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

Executed on this 4th day of January , 2022 .

Name of Sponsor: City of Pueblo

Name of Sponsor's Authorized Official: Nicholas A. Gradisar

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: _____

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Selection of Consultants
Airport Improvement Program Sponsor Certification

Sponsor: City of Pueblo

Airport: Pueblo Memorial

Project Number: AIP: 3-08-0046-046-2022

Description of Work: Aquisition of Snow Removal Equipment (Truck & Plow)

Application
49 USC § 47105(d) authorizes the Secretary to require certification from the sponsor that it will comply with the statutory and administrative requirements in carrying out a project under the Airport Improvement Program (AIP). General requirements for selection of consultant services within federal grant programs are described in 2 CFR §§ 200.317-200.326. Sponsors may use other qualifications-based procedures provided they are equivalent to standards of Title 40 chapter 11 and FAA Advisory Circular 150/5100-14, Architectural, Engineering, and Planning Consultant Services for Airport Grant Projects.

Certification Statements
Except for certification statements below marked as not applicable (N/A), this list includes major requirements of the construction project. Selecting "Yes" represents sponsor acknowledgement and confirmation of the certification statement. The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance. This list is not comprehensive and does not relieve the sponsor from fully complying with all applicable statutory and administrative standards. The source of the requirement is referenced within parenthesis.

1. Sponsor acknowledges their responsibility for the settlement of all contractual and administrative issues arising out of their procurement actions (2 CFR § 200.318(k)).

   ☒ Yes ☐ No ☐ N/A

2. Sponsor procurement actions ensure or will ensure full and open competition that does not unduly limit competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

3. Sponsor has excluded or will exclude any entity that develops or drafts specifications, requirements, or statements of work associated with the development of a request-for-qualifications (RFQ) from competing for the advertised services (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

4. The advertisement describes or will describe specific project statements-of-work that provide clear detail of required services without unduly restricting competition (2 CFR § 200.319).

   ☒ Yes ☐ No ☐ N/A

5. Sponsor has publicized or will publicize a RFQ that:

   a. Solicits an adequate number of qualified sources (2 CFR § 200.320(d)); and

   b. Identifies all evaluation criteria and relative importance (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

6. Sponsor has based or will base selection on qualifications, experience, and disadvantaged business enterprise participation with price not being a selection factor (2 CFR § 200.320(d)).

   ☒ Yes ☐ No ☐ N/A

7. Sponsor has verified or will verify that agreements exceeding $25,000 are not awarded to individuals or firms suspended, debarred or otherwise excluded from participating in federally assisted projects (2 CFR §180.300).

   ☒ Yes ☐ No ☐ N/A

8. A/E services covering multiple projects: Sponsor has agreed to or will agree to:

   a. Refrain from initiating work covered by this procurement beyond five years from the date of selection (AC 150/5100-14); and

   b. Retain the right to conduct new procurement actions for projects identified or not identified in the RFQ (AC 150/5100-14).

   ☒ Yes ☐ No ☐ N/A

9. Sponsor has negotiated or will negotiate a fair and reasonable fee with the firm they select as most qualified for the services identified in the RFQ (2 CFR § 200.323).

   ☒ Yes ☐ No ☐ N/A

10. The Sponsor's contract identifies or will identify costs associated with ineligible work separately from costs associated with eligible work (2 CFR § 200.302).

    ☒ Yes ☐ No ☐ N/A

11. Sponsor has prepared or will prepare a record of negotiations detailing the history of the procurement action, rationale for contract type and basis for contract fees (2 CFR §200.318(i)).

    ☒ Yes ☐ No ☐ N/A

12. Sponsor has incorporated or will incorporate mandatory contact provisions in the consultant contract for AIP-assisted work (49 U.S.C. Chapter 471 and 2 CFR part 200 Appendix II)

    ☒ Yes ☐ No ☐ N/A

13. For contracts that apply a time-and-material payment provision (also known as hourly rates, specific rates of compensation, and labor rates), the Sponsor has established or will establish:
    a. Justification that there is no other suitable contract method for the services (2 CFR §200.318(j));
    b. A ceiling price that the consultant exceeds at their risk (2 CFR §200.318(j)); and
    c. A high degree of oversight that assures consultant is performing work in an efficient manner with effective cost controls in place 2 CFR §200.318(j)).

    ☒ Yes ☐ No ☐ N/A

14. Sponsor is not using or will not use the prohibited cost-plus-percentage-of-cost (CPPC) contract method. (2 CFR § 200.323(d)).

    ☒ Yes ☐ No ☐ N/A

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and additional documentation for any item marked "no" is correct and complete.

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Executed on this 4th day of January , 2022 .

Name of Sponsor: City of Pueblo

Name of Sponsor's Authorized Official: Nicholas A. Gradisar

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.

Certification and Disclosure Regarding Potential Conflicts of Interest
Airport Improvement Program Sponsor Certification

Sponsor: City of Pueblo

Airport: Pueblo Memorial Airport

Project Number: AIP: 3-08-0046-046-2022

Description of Work: Aquisition of Snow Removal Equipment

Application

Title 2 CFR § 200.112 and § 1201.112 address Federal Aviation Administration (FAA) requirements for conflict of interest. As a condition of eligibility under the Airport Improvement Program (AIP), sponsors must comply with FAA policy on conflict of interest. Such a conflict would arise when any of the following have a financial or other interest in the firm selected for award:

a) The employee, officer or agent,

b) Any member of his immediate family,

c) His or her partner, or

d) An organization which employs, or is about to employ, any of the above.

Selecting "Yes" represents sponsor or sub-recipient acknowledgement and confirmation of the certification statement. Selecting "No" represents sponsor or sub-recipient disclosure that it cannot fully comply with the certification statement. If "No" is selected, provide support information explaining the negative response as an attachment to this form. This includes whether the sponsor has established standards for financial interest that are not substantial or unsolicited gifts are of nominal value (2 CFR § 200.318(c)). The term "will" means Sponsor action taken at appropriate time based on the certification statement focus area, but no later than the end of the project period of performance.

Certification Statements

1. The sponsor or sub-recipient maintains a written standards of conduct governing conflict of interest and the performance of their employees engaged in the award and administration of contracts (2 CFR § 200.318(c)). To the extent permitted by state or local law or regulations, such standards of conduct provide for penalties, sanctions, or other disciplinary actions for violations of such standards by the sponsor's and sub-recipient's officers, employees, or agents, or by contractors or their agents.

   ☒ Yes ☐ No

2. The sponsor's or sub-recipient's officers, employees or agents have not and will not solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to sub-agreements (2 CFR § 200.318(c)).

   ☒ Yes ☐ No

3. The sponsor or sub-recipient certifies that is has disclosed and will disclose to the FAA any known potential conflict of interest (2 CFR § 1200.112).

   ☒ Yes ☐ No

Attach documentation clarifying any above item marked with "no" response.

Sponsor's Certification

I certify, for the project identified herein, responses to the forgoing items are accurate as marked and have the explanation for any item marked "no" is correct and complete.

Executed on this 4th day of January , 2022 .

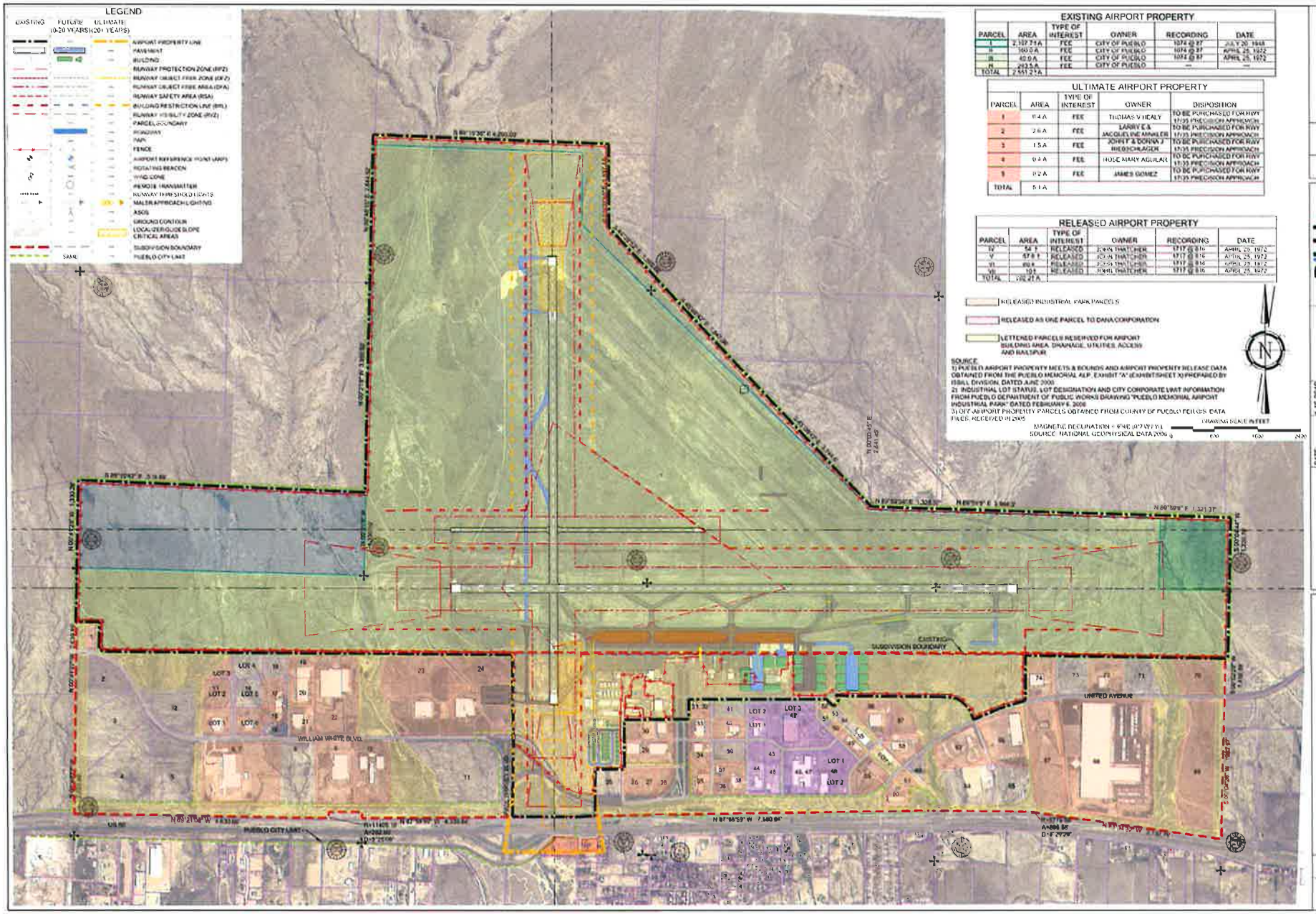
Name of Sponsor: City of Pueblo

Name of Sponsor's Authorized Official: Nicholas A. Gradisar

Title of Sponsor's Authorized Official: Mayor

Signature of Sponsor's Authorized Official: 

I declare under penalty of perjury that the foregoing is true and correct. I understand that knowingly and willfully providing false information to the federal government is a violation of 18 USC § 1001 (False Statements) and could subject me to fines, imprisonment, or both.



REV	DATE	DESCRIPTION

Dibble Engineering

DATE	1.16.2019
DESIGNED BY	MJB
DRAWN BY	MS
REVIEWED BY	CAM/JB
FILE NAME	

REHABILITATION OF A PORTION OF AIRCRAFT APRON (CONSTRUCT ISLANDS)

AIRPORT PROPERTY MAP "EXHIBIT A"

SHEET # 19 OF 24

SNOW REMOVAL EQUIPMENT
COST ESTIMATE

LINE No.	DESCRIPTION	APPROX. QTY.	UNIT	UNIT PRICE	AMOUNT
	CIVIL				
1	Snow Removal Truck & 22' Plow	1	LS	$404,146.00	$404,146.00
				ACQUISITION SUBTOTAL	***$404,146.00***
				Unknown Project Items	$0.00
				ACQUISITION TOTAL	**$404,146.00**
				Airport Admin Fee	$2,000.00
				Engineering (Bid Documents and Grant Closeout)	$21,355.00
				PROJECT TOTAL	**$427,501.00**

FAA (95%)	$406,125.95
CDOT (2.5% up to $250K)	$10,687.53
City	$10,687.53
Total	$427,501.00

Nicholas A. Gradisar
Mayor

Greg Pedroza
Director of Aviation

city of PUEBLO colorado

DEPARTMENT OF AVIATION

Pueblo Memorial Airport
31201 Bryan Circle, Ste. 200
Pueblo, CO 81001
Phone (719) 553-2760
Fax (719) 553-2761

To: Ms. Heather Graham, President of the City Council
Mr. Nicholas A. Gradisar, Mayor

I hereby certify that I have reviewed and am familiar with the following documents and, to the best of my knowledge and belief, said documents are true and correct and do not contain any false or untrue fact, statement, condition, certification, or assurance.

Contract for Dibble and Associates Consulting Engineers, Inc., to acquire Snow Removal Equipment, through the FAA Capital Improvement Project program for Pueblo Memorial Airport, City of Pueblo, Department of Aviation.

Greg Pedroza
Director of Aviation

January 13, 2022
Date

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director of Aviation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING THE AMERICAN RESCUE PLAN ACT (ARPA) CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT OFFER, GRANT NO. 3-08-0046-045-2022, FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION, FOR FUNDS IN THE AMOUNT OF $10,477 TO PROVIDE RELIEF FROM RENT TO ELIGIBLE AIRPORT CONCESSIONS AT PUEBLO MEMORIAL AIRPORT, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING THE ARPA CONCESSIONS PROJECT NO. AP2202, AND BUDGETING AND APPROPRIATING $10,477 TO PROJECT NO. AP2202

SUMMARY:

This Ordinance will approve and accept an American Rescue Plan Act (ARPA) Concessions Rent Relief Airport Rescue Grant Offer from the United States of America acting through the Federal Aviation Administration (FAA) to provide relief from rent to eligible airport concessions at the Pueblo Memorial Airport. It also establishes Project No. AP2202 and appropriates funding for this project.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND

This grant is in accordance with the American Rescue Plan Act (ARPA) Division M of Public Law 117-2 and will provide relief from rent and minimum annual guarantee obligations to each eligible airport concession at Pueblo Memorial Airport. At this time, the only eligible concession at the Airport is the restaurant. The restaurant operator entered into an agreement with the City on January 1, 2020. In consideration of the Pandemic, rent forgiveness has been negotiated. These funds will help offset the loss of revenue to the City.

FINANCIAL IMPLICATIONS:

The grant is for $10,477.00 and requires no matching funds.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the federal government.

RECOMMENDATION

The Department of Aviation recommends approval of this Ordinance.

Attachments:
Ordinance
ARPA Concessions Rent Relief Airport Rescue Grant Agreement
Grant Certification Memo

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING THE AMERICAN RESCUE PLAN ACT (ARPA) CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT OFFER, GRANT NO. 3-08-0046-045-2022, FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION, FOR FUNDS IN THE AMOUNT OF $10,477 TO PROVIDE RELIEF FROM RENT TO ELIGIBLE AIRPORT CONCESSIONS AT PUEBLO MEMORIAL AIRPORT, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING THE ARPA CONCESSIONS PROJECT NO. AP2202, AND BUDGETING AND APPROPRIATING $10,477 TO PROJECT NO. AP2202

WHEREAS, the City of Pueblo has been awarded a grant under the American Rescue Plan Act (ARPA) and received a Concessions Rent Relief Airport Rescue Grant Offer from the United States of America acting through the Federal Aviation Administration; and

WHEREAS, a project needs to be established and the funds budgeted and appropriated; NOW, THEREFORE,

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

SECTION 1.

The American Rescue Plan Act Concessions Rent Relief Airport Rescue Grant Agreement No. 3-08-0046-045-2022 (the “Agreement”), by and between the City of Pueblo, a Municipal Corporation, and the United States of America acting through the Federal Aviation Administration, making available $10,477.00 in federal funds to provide relief from rent to eligible airport concessions at the Pueblo Memorial Airport, 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 Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

The ARPA Concessions Project No. AP2202 is hereby established.

SECTION 4.

Funds in the amount of $10,477.00, and any other funds received pursuant to the Agreement or an addendum to the Agreement, shall be accepted pursuant to the Agreement and budgeted and appropriated to the ARPA Concessions Project No. AP2202.

SECTION 5.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the Agreement to implement the policy and procedures described therein.

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 _____.

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

U.S. Department
of Transportation
Federal Aviation
Administration

Airports Division
Northwest Mountain Region
Colorado, Utah, Wyoming

FAA DEN ADO
26805 E 68th Ave, Suite 224
Denver, CO 80249

Concessions Rent Relief Airport Rescue Grant Agreement
Transmittal Letter

[redacted]

The Honorable Nicholas A. Gradisar
Mayor
1 City Hall Place
Pueblo, Colorado 81003

Dear Mayor Gradisar:

Please find the following electronic Concessions Rent Relief Airport Rescue Grant Offer, Grant No. 3-08-0046-045-2022 for Pueblo Memorial Airport. This letter outlines expectations for success. Please read and follow the instructions carefully.

To properly enter into this agreement, you must do the following:

a. The governing body must provide authority to execute the grant to the individual signing the grant; i.e. the sponsor's authorized representative.

b. The sponsor's authorized representative must execute the grant, followed by the attorney's certification, no later than **February 28, 2022** in order for the grant to be valid.

c. You may not make any modification to the text, terms, or conditions of the grant offer.

d. The grant offer must be digitally signed by the sponsor's legal signatory authority and then routed via email to the sponsor's attorney. Once the attorney has digitally attested to the grant, an email with the executed grant will be sent to all parties.

Subject to the requirements in 2 CFR §200.305, each Concessions Rent Relief Airport Rescue Plan Reimbursement under this grant must be made electronically via the Delphi eInvoicing System. The terms and conditions of this agreement require you draw down and expend these funds within four years.

An airport sponsor may use these funds to provide rent relief to its in-terminal concessions. Please refer to the Airport Rescue Grants Frequently Asked Questions for further information.

To receive reimbursement of your Concessions Rent Relief Airport Rescue Grant funds, upload a Concessions Rent Relief Airport Rescue Plan into Delphi. The Concessions Rent Relief Airport Rescue Plan should include enough detail to permit FAA to verify compliance with the American Rescue Plan Act (Public Law 117-2).

As part of your final reimbursement request, you are required to include in Delphi:

- A signed SF-425, *Federal Financial Report*

- A signed close-out report (a sample report is available here).

Until the grant is completed and closed, you are responsible for submitting a signed and dated SF-425 annually, due 90 days after the end of each Federal fiscal year in which this grant is open (due December 31 of each year this grant is open).

Ron Niehoff is the assigned program manager for this grant and is readily available to assist you and your designated representative with the requirements stated herein. If you should have any questions, please contact Ron Niehoff at Ron.Niehoff@faa.gov. The FAA sincerely values your cooperation in these efforts.

Sincerely,

[redacted]

Marc Miller
Acting Manager, Denver Airports District Office

U.S. Department of Transportation Federal Aviation Administration

CONCESSIONS RENT RELIEF AIRPORT RESCUE

GRANT AGREEMENT

PART I – OFFER

Federal Award Offer Date	[redacted]
Airport/Planning Area	Pueblo Memorial Airport
Concessions Rent Relief Airport Rescue Grant Number	3-08-0046-045-2022 [Contract No. DOT-FA22NM-K1051]
Unique Entity Identifier	01-062-0284

TO: City of Pueblo, Colorado
(herein called the "Sponsor") (For Co-Sponsors, list all Co-Sponsor names. The word "Sponsor" in this Concessions Rent Relief Airport Rescue Grant Agreement also applies to a Co-Sponsor.)

FROM: **The United States of America** (acting through the Federal Aviation Administration, herein called the "FAA")

WHEREAS, the Sponsor has submitted to the FAA a Concessions Rent Relief Airport Rescue Grant Application dated June 28, 2021 for a grant of Federal funds to reimburse the Sponsor for providing relief from rent and minimum annual guarantees (MAG) to each eligible in-terminal airport concession at Pueblo Memorial Airport, in accordance with the American Rescue Plan Act ("ARP Act"), Public Law 117-2, Section 7102;

WHEREAS, the Sponsor has accepted the terms of this Concessions Rent Relief Airport Rescue Grant Offer (the "Offer");

WHEREAS, in consideration of the promises, representations, and assurances provided by the Sponsor**,** the FAA has approved the Grant Application for the Pueblo Memorial Airport, consisting of the following;

WHEREAS, this Concessions Rent Relief Airport Rescue Grant Agreement (the "Grant" or "Agreement") is provided in accordance with the ARP Act to provide certain amounts of grant assistance, as described below, to eligible sponsors in amounts to specific airports derived by legislative formula (See Section 7102 of the Act);

WHEREAS, this Grant hereby obligates $8,382 to in-terminal Small Airport Concessions per the ARP Act, and $2,095 to in-terminal Large Airport Concessions per the ARP Act. The obligations are to provide relief from rent and MAG obligations, as applicable, to each eligible in-terminal airport concession in an

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amount that reflects each eligible in-terminal airport concession's proportional share of the total amount of the rent and MAG at Pueblo Memorial Airport by legislatively prescribed category (Small or Large Airport Concession), as further defined herein, for relief provided no earlier than March 11, 2021, in accordance with an FAA-approved Concessions Rent Relief Airport Rescue Plan (herein called "the Plan"), until the funds have been fully expended;

NOW THEREFORE, in accordance with the applicable provisions of the ARP Act, Public Law 117-2, Section 7102, the representations contained in the Concessions Rent Relief Airport Rescue Grant Application, and in consideration of, (a) the Sponsor's acceptance of this Offer for a Grant, the terms, conditions, and assurances of this Grant Agreement ("Grant Agreement" or "Agreement"); and, (b) the benefits to accrue to the United States and the public from the accomplishment of the Grant, and in compliance with the conditions and requirements as herein provided.

THE FEDERAL AVIATION ADMINISTRATION, FOR AND ON BEHALF OF THE UNITED STATES, HEREBY OFFERS AND AGREES to pay 100% of the allowable concessions rent and MAG relief as a result of and in accordance with this Grant Agreement.

Assistance Listings Number (Formerly CFDA Number): 20.106

This offer is made on and SUBJECT TO THE FOLLOWING ADDITIONAL TERMS AND CONDITIONS:

CONDITIONS

1. **Maximum Obligation.** The maximum obligation of the United States payable under this Offer is $10,477, allocated as follows:

$8,382	ARPA Small Concessions	KZ2022
$2,095	ARPA Large Concessions	KY2022

2. **Grant Performance. This Grant Agreement is subject to the following Federal award requirements:**

   a. The Period of Performance:

      1. Shall start on the date the Sponsor formally accepts this Grant and is the date signed by the last Sponsor signatory to the Grant Agreement. The end date of the Period of Performance is 4 years (1,460 calendar days) from the date of acceptance. The Period of Performance end date shall not affect, relieve, or reduce Sponsor obligations and assurances that extend beyond the closeout of this Grant.

      2. Means the total estimated time interval between the start of an initial Federal award and the planned end date, which may include one or more funded portions, or budget periods. (2 Code of Federal Regulations (CFR) § 200.1)

   b. The Budget Period:

      1. The Budget Period for this Grant is 4 years (1,460 calendar days). Pursuant to 2 CFR § 200.403(h), the Sponsor may charge to the Grant only allowable costs incurred during the Budget Period.

      2. Means the time interval from the start date of a funded portion of an award to the end date of that funded portion during which the Sponsor is authorized to expend the funds awarded, including any funds carried forward or other revisions pursuant to § 200.308.

   c. Closeout and Termination.

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1. Unless the FAA authorizes a written extension, the Sponsor must submit all Grant closeout documentation and liquidate (payoff) all obligations incurred under this award no later than 120 calendar days after the end date of the Period of Performance. If the Sponsor does not submit all required closeout documentation within this time period, the FAA will proceed to close out the Grant within one year of the Period of Performance end date with the information available at the end of 120 days. (2 CFR § 200.344)
2. The FAA may terminate this Grant, in whole or in part, in accordance with the conditions set forth in 2 CFR § 200.340 or other Federal regulatory or statutory authorities as applicable.

3. **Unallowable Reimbursable Rent Relief.** The Sponsor shall not seek reimbursement for any concessions rent and MAG relief that the FAA has determined to be unallowable under the ARP Act.

4. **Final Federal Share of Reimbursable Rent Relief.** The United States' share of allowable Grant concessions rent relief is 100%.

5. **Completing the Grant without Delay and in Conformance with Requirements.** The Sponsor must carry out and provide the concessions rent and MAG relief without undue delays and in accordance with this Grant Agreement, the ARP Act, and the regulations, policies, standards, and procedures of the Secretary of Transportation ("Secretary"). Pursuant to 2 CFR § 200.308, the Sponsor agrees to report to the FAA any disengagement from the project eligible under the Grant that exceeds three months or a 25% reduction in time devoted to the Grant, and request prior approval from FAA. The report must include a reason for the stoppage. The Sponsor agrees to comply with the attached assurances, which are part of this Agreement and any addendum that may be attached hereto at a later date by mutual consent.

6. **Amendments or Withdrawals before Grant Acceptance.** The FAA reserves the right to amend or withdraw this Offer at any time prior to its acceptance by the Sponsor.

7. **Offer Expiration Date.** This Offer will expire and the United States will not be obligated to pay any part of the costs unless this Offer has been accepted by the Sponsor on or before February 28, 2022, or such subsequent date as may be prescribed in writing by the FAA.

8. **Improper Use of Federal Funds.** The Sponsor must take all steps, including litigation if necessary, to recover Federal funds spent fraudulently, wastefully, or in violation of Federal antitrust statutes, or misused in any other manner, including uses that violate this Grant Agreement, the ARP Act, or other provision of applicable law. For the purposes of this Grant Agreement, the term "Federal funds" means funds however used or dispersed by the Sponsor that were originally paid pursuant to this or any other Federal grant agreement(s). The Sponsor must return the recovered Federal share, including funds recovered by settlement, order, or judgment, to the Secretary. The Sponsor must furnish to the Secretary, upon request, all documents and records pertaining to the determination of the amount of the Federal share or to any settlement, litigation, negotiation, or other efforts taken to recover such funds. All settlements or other final positions of the Sponsor, in court or otherwise, involving the recovery of such Federal share require advance approval by the Secretary.

9. **United States Not Liable for Damage or Injury.** The United States is not responsible or liable for damage to property or injury to persons that may arise from, or relate to, this Grant Agreement, including, but not limited to, any action taken by a Sponsor related to or arising from, directly or indirectly, this Grant Agreement.

10. **System for Award Management (SAM) Registration and Unique Entity Identifier (UEI).**

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a. Requirement for System for Award Management (SAM): Unless the Sponsor is exempted from this requirement under 2 CFR 25.110, the Sponsor must maintain the currency of its information in SAM until the Sponsor submits the final financial report required under this Grant, or receives the final payment, whichever is later. This requires that the Sponsor review and update the information at least annually after the initial registration and more frequently if required by changes in information or another award term. Additional information about registration procedures may be found at the SAM website (currently at http://www.sam.gov).

b. Unique entity identifier (UEI) means a 12-character alpha-numeric value used to identify a specific commercial, nonprofit, or governmental entity. A UEI may be obtained from SAM.gov at https://sam.gov/SAM/pages/public/index.jsf.

11. **Electronic Grant Payment(s).** Unless otherwise directed by the FAA, the Sponsor must make each payment request under this agreement electronically via the Delphi eInvoicing System for Department of Transportation (DOT) Financial Assistance Awardees.

12. **Air and Water Quality.** The Sponsor is required to comply with all applicable air and water quality standards for all concessions rent and MAG relief provided under this Grant. If the Sponsor fails to comply with this requirement, the FAA may suspend, cancel, or terminate this Grant Agreement.

13. **Financial Reporting and Payment Requirements.** The Sponsor will comply with all Federal financial reporting requirements and payment requirements, including submittal of timely and accurate reports.

14. **Buy American.** Unless otherwise approved in advance by the FAA, in accordance with 49 United States Code (U.S.C.) § 50101, the Sponsor will not acquire or permit any contractor or subcontractor to acquire any steel or manufactured goods produced outside the United States to be used for any project for which funds are provided under this Grant. The Sponsor will include a provision implementing Buy American in every contract.

15. **Audits for Sponsors.**

    PUBLIC SPONSORS. The Sponsor must provide for a Single Audit or program-specific audit in accordance with 2 CFR Part 200. The Sponsor must submit the audit reporting package to the Federal Audit Clearinghouse on the Federal Audit Clearinghouse's Internet Data Entry System at http://harvester.census.gov/facweb/. Upon request of the FAA, the Sponsor shall provide one copy of the completed audit to the FAA. Sponsors that expend less than $750,000 in Federal awards and are exempt from Federal audit requirements must make records available for review or audit by the appropriate Federal agency officials, State, and Government Accountability Office. The FAA and other appropriate Federal agencies may request additional information to meet all Federal audit requirements.

16. **Suspension or Debarment.** When entering into a "covered transaction" as defined by 2 CFR § 180.200, the Sponsor must:

    a. Verify the non-Federal entity is eligible to participate in this Federal program by:

        1. Checking the excluded parties list system (EPLS) as maintained within the System for Award Management (SAM) to determine if the non-Federal entity is excluded or disqualified; or

        2. Collecting a certification statement from the non-Federal entity attesting the entity is not excluded or disqualified from participating; or

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3. Adding a clause or condition to covered transactions attesting the individual or firm is not excluded or disqualified from participating.

b. Require prime contractors to comply with 2 CFR § 180.330 when entering into lower-tier transactions (e.g., subcontracts).

c. Immediately disclose to the FAA whenever the Sponsor (1) learns the Sponsor has entered into a covered transaction with an ineligible entity, or (2) suspends or debars a contractor, person, or entity.

17. Ban on Texting While Driving.

a. In accordance with Executive Order 13513, Federal Leadership on Reducing Text Messaging While Driving, October 1, 2009, and DOT Order 3902.10, Text Messaging While Driving, December 30, 2009, the Sponsor is encouraged to:

1. Adopt and enforce workplace safety policies to decrease crashes caused by distracted drivers, including policies to ban text messaging while driving when performing any work for, or on behalf of, the Federal government, including work relating to this Grant or subgrant funded by this Grant.

2. Conduct workplace safety initiatives in a manner commensurate with the size of the business, such as:

A. Establishment of new rules and programs or re-evaluation of existing programs to prohibit text messaging while driving; and

B. Education, awareness, and other outreach to employees about the safety risks associated with texting while driving.

b. The Sponsor must insert the substance of this clause on banning texting while driving in all subgrants, contracts, and subcontracts funded by this Grant.

18. Trafficking in Persons.

a. You as the recipient, your employees, subrecipients under this Grant, and subrecipients' employees may not –

1. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;

2. Procure a commercial sex act during the period of time that the award is in effect; or

3. Use forced labor in the performance of the award or subawards under this Grant.

b. The FAA as the Federal awarding agency may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity –

1. Is determined to have violated a prohibition in paragraph a. of this condition; or

2. Has an employee who is determined by the agency official authorized to terminate the Grant Agreement to have violated a prohibition in paragraph a. of this condition through conduct that is either –

A. Associated with performance under this Grant Agreement; or

B. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR Part 180, "OMB

Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),"as implemented by the FAA at 2 CFR Part 1200.

c. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a. of this condition during this Grant Agreement.

d. Our right to terminate unilaterally that is described in paragraph a. of this condition:

1. Implements section 106(g) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. § 7104(g)), and

2. Is in addition to all other remedies for noncompliance that are available to the FAA under this Grant Agreement.

19. Employee Protection from Reprisal.

a. Prohibition of Reprisals —

1. In accordance with 41 U.S.C. § 4712, an employee of a grantee or subgrantee may not be discharged, demoted, or otherwise discriminated against as a reprisal for disclosing to a person or body described in sub-paragraph a2. of this condition, information that the employee reasonably believes is evidence of:

A. Gross mismanagement of a Federal grant;
B. Gross waste of Federal funds;
C. An abuse of authority relating to implementation or use of Federal funds;
D. A substantial and specific danger to public health or safety; or
E. A violation of law, rule, or regulation related to a Federal grant.

2. Persons and bodies covered: The persons and bodies to which a disclosure by an employee is covered are as follows:

A. A member of Congress or a representative of a committee of Congress;
B. An Inspector General;
C. The Government Accountability Office;
D. A Federal employee responsible for oversight or management of a grant program at the relevant agency;
E. A court or grand jury;
F. A management official or other employee of the Sponsor, contractor, or subcontractor who has the responsibility to investigate, discover, or address misconduct; or
G. An authorized official of the Department of Justice or other law enforcement agency.

3. Submission of Complaint — A person who believes that they have been subjected to a reprisal prohibited by paragraph a. of this section may submit a complaint regarding the reprisal to the Office of Inspector General (OIG) for the U.S. Department of Transportation.

4. Time Limitation for Submittal of a Complaint — A complaint may not be brought under this subsection more than three years after the date on which the alleged reprisal took place.

5. Required Actions of the Inspector General — Actions, limitations, and exceptions of the Inspector General's office are established under 41 U.S.C. § 4712(b).

6. Assumption of Rights to Civil Remedy — Upon receipt of an explanation of a decision not to conduct or continue an investigation by the Office of Inspector General, the person submitting a complaint assumes the right to a civil remedy under 41 U.S.C. § 4712(c).

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20. **Limitations.** Nothing provided herein shall be construed to limit, cancel, annul, or modify the terms of any Federal grant agreement(s), including all terms and assurances related thereto, that have been entered into by the Sponsor and the FAA prior to the date of this Grant Agreement.

21. **Face Coverings Policy**. The Sponsor agrees to implement a face-covering (mask) policy to combat the spread of pathogens. This policy must include a requirement that all persons wear a mask, in accordance with Centers for Disease Control (CDC) and Transportation Security Administration (TSA) requirements, as applicable, at all times while in all public areas of the airport property, except to the extent exempted under those requirements. This special condition requires the Sponsor continue to require masks until Executive Order 13998, Promoting COVID-19 Safety in Domestic and International Travel is no longer effective.

22. **Small and Large Concessions Rent Relief Set-Asides.** The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Small Airport Concessions, per the Act, in the amount listed in condition 1 above, and for the Sponsor to provide relief from rent and MAG to eligible in-terminal Large Airport Concessions, per the Act, in the amount listed in condition 1 above. The Sponsor shall provide relief from rent and MAG from March 11, 2021, until the Sponsor has provided relief equaling the total grant amount, to the extent practicable and to the extent permissible under State laws, local laws, and applicable trust indentures.

23. **Concessions Rent Relief Airport Rescue Plan**. The Sponsor agrees to submit to the FAA a Concessions Rent Relief Airport Rescue Plan ("the Plan") identifying the in-terminal Small and Large Airport Concessions, as defined in 49 CFR § 23.3, eligible to receive proportional funding under this Grant, in accordance with the ARP Act. The Sponsor agrees that the FAA will reimburse the Sponsor after the FAA accepts the Plan submitted by the Sponsor. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.

24. **Small Airport Concessions Rent Relief Set-Aside.** The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Small Airport Concession, meaning a small concession business with gross receipts, averaged over the previous three fiscal years, of less than $56,420,000; or joint ventures as defined in 49 CFR § 23.3. The Sponsor agrees that relief provided to eligible in-terminal Small Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.

25. **Large Airport Concessions Rent Relief Set-Aside.** The Sponsor's Plan must specify relief from rent and MAG obligations to eligible in-terminal Large Airport Concessions, meaning a concession as defined in 49 CFR § 23.3, that has gross receipts, averaged over the previous three fiscal years, of more than $56,420,000. The Sponsor agrees that relief provided to eligible in-terminal Large Airport Concessions will be a proportional share based on rent and MAG collected during a baseline time-period.

26. **Adjustments to Proportionality among Airport Concessions.**

    a. **Adjustments to Proportionality among Airport Concessions Set-Aside**. The Sponsor agrees that the FAA may approve reimbursement under the Act for rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality amongst Airport Concessions within a respective Small or Large Concession Set-Aside are limited; must be supported by evidence and specific circumstances; and must be approved by the FAA prior to

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reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with the ARP Act.

b. **Adjustments between Small and Large Concession Set-Asides**. The Sponsor agrees that the FAA may approve reimbursement under the Act for concessions rent and MAG relief provided to eligible in-terminal Airport Concessions on a proportional share based on rent and MAG collected during a baseline time-period. Adjustments from this proportionality between Small and Large Concession Set-Asides are limited, must be supported by evidence and specific circumstances, and must be approved by the FAA prior to reimbursement. The Sponsor agrees the Plan will include all elements as prescribed by the FAA to facilitate review of reimbursement payments that comply with ARP Act.

27. Sponsor Certification of Reimbursement Request. To be reimbursed, the Sponsor shall provide the FAA with the Plan, and reporting data as requested, in lieu of invoices, and shall certify all information submitted is true and correct. The Sponsor may not use funds allocated herein for other airport purposes.

28. Concession's Certification of Relief Funds. Each airport concession to be provided relief with Grant funds shall certify to the Sponsor, prior to the Sponsor submitting a Plan, it has not and will not apply for other Federal assistance for the purpose of receiving rent and MAG relief on or after March 11, 2021.

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The Sponsor's acceptance of this Offer and ratification and adoption of the Grant Application incorporated herein shall be evidenced by execution of this instrument by the Sponsor, as hereinafter provided, and this Offer and acceptance shall comprise a Grant, as provided by the ARP Act, constituting the contractual obligations and rights of the United States and the Sponsor with respect to the accomplishment of the purpose of the ARP Act and compliance with the conditions as provided herein. Further, this Grant, inclusive of all terms, conditions, and assurances provided there, and become effective upon the Sponsor's acceptance of this Offer.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated [redacted]

UNITED STATES OF AMERICA
FEDERAL AVIATION ADMINISTRATION

[redacted]

(Signature)

Marc Miller

(Typed Name)

Acting Manager, Denver Airports District Office

(Title of FAA Official)

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PART II - ACCEPTANCE

The Sponsor does hereby ratify and adopt all assurances, statements, representations, warranties, covenants, and agreements contained in the Grant Application and incorporated materials referred to in the foregoing Offer under Part I of this Grant Agreement, and does hereby accept this Offer and by such acceptance agrees to comply with all of the terms and conditions in this Offer and in the Grant Application and all applicable terms and conditions provided for in the ARP Act and other applicable provisions of Federal law.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

I declare under penalty of perjury that the foregoing is true and correct.[1]

Dated [redacted]

CITY OF PUEBLO, COLORADO

(Name of Sponsor)

[redacted]

(Signature of Sponsor's Designative Official/Representative)

By: [redacted]

(Type Name of Sponsor's Designative Official/Representative)

Title: [redacted]

(Title of Sponsor's Designative Official/Representative)

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[1] Knowingly and willfully providing false information to the Federal government is a violation of 18 U.S.C. Section 1001 (False Statements) and could subject you to fines, imprisonment, or both.

CERTIFICATE OF SPONSOR'S ATTORNEY

I, [redacted] acting as Attorney for the Sponsor do hereby certify:

That in my opinion the Sponsor is empowered to enter into the foregoing Grant Agreement under the laws of the State of Colorado. Further, I have examined the foregoing Grant Agreement and the actions taken by said Sponsor and Sponsor's official representative has been duly authorized and that the execution thereof is in all respects due and proper and in accordance with the laws of the said State and the ARP Act. The Sponsor understands funding made available under this Grant Agreement may only be used for concessions and MAG Relief. Further, it is my opinion the foregoing Grant Agreement constitutes a legal and binding obligation of the Sponsor in accordance with the terms thereof.

Please read the following information: By signing this document, you are agreeing that you have reviewed the following consumer disclosure information and consent to transact business using electronic communications, to receive notices and disclosures electronically, and to utilize electronic signatures in lieu of using paper documents. You are not required to receive notices and disclosures or sign documents electronically. If you prefer not to do so, you may request to receive paper copies and withdraw your consent at any time.

Dated at [redacted]

By: [redacted]

(Signature of Sponsor's Attorney)

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CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCES

AIRPORT SPONSORS

A. General.

1. These Concession Rent Relief Airport Rescue Grant Assurances are required to be submitted as part of the application by sponsors requesting funds under the provisions of the American Rescue Plan Act of 2021 ("ARP Act," or "the Act"), Public Law 117-2. As used herein, the term "public agency sponsor" means a public agency with control of a public-use airport; the term "private sponsor" means a private owner of a public-use airport; and the term "sponsor" includes both public agency sponsors and private sponsors.
2. Upon acceptance of this Grant Offer by the sponsor, these assurances are incorporated into and become part of this Concessions Rent Relief Airport Rescue Grant Agreement.

B. Sponsor Certification.

The sponsor hereby assures and certifies, with respect to this Grant, that:

It will comply with all applicable Federal laws, regulations, executive orders, policies, guidelines, and requirements as they relate to the application, acceptance, and use of Federal funds for this Grant including, but not limited to, the following:

FEDERAL LEGISLATION

a. 49 U.S.C. Chapter 471, as applicable
b. Davis-Bacon Act — 40 U.S.C. 276(a), et. seq.
c. Federal Fair Labor Standards Act — 29 U.S.C. 201, et. seq.
d. Hatch Act — 5 U.S.C. 1501, et. seq.[2]
e. Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 Title 42 U.S.C. 4601, et. seq.
f. National Historic Preservation Act of 1966 — Section 106 — 16 U.S.C. 470(f).
g. Archeological and Historic Preservation Act of 1974 — 16 U.S.C. 469 through 469c.
h. Native Americans Grave Repatriation Act — 25 U.S.C. Section 3001, et. seq.
i. Clean Air Act, P.L. 90-148, as amended.
j. Coastal Zone Management Act, P.L. 93-205, as amended.
k. Flood Disaster Protection Act of 1973 — Section 102(a) — 42 U.S.C. 4012a.
l. Title 49, U.S.C., Section 303, (formerly known as Section 4(f)).
m. Rehabilitation Act of 1973 — 29 U.S.C. 794.
n. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252) (prohibits discrimination on the basis of race, color, national origin).
o. Americans with Disabilities Act of 1990, as amended, (42 U.S.C. § 12101 et seq.), prohibits discrimination on the basis of disability).
p. Age Discrimination Act of 1975 — 42 U.S.C. 6101, et. seq.

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q. American Indian Religious Freedom Act, P.L. 95-341, as amended.

r. Architectural Barriers Act of 1968 — 42 U.S.C. 4151, et. seq.

s. Power plant and Industrial Fuel Use Act of 1978 — Section 403- 2 U.S.C. 8373.

t. Contract Work Hours and Safety Standards Act — 40 U.S.C. 327, et. seq.

u. Copeland Anti-kickback Act — 18 U.S.C. 874.1.

v. National Environmental Policy Act of 1969 — 42 U.S.C. 4321, et. seq.

w. Wild and Scenic Rivers Act, P.L. 90-542, as amended.

x. Single Audit Act of 1984 — 31 U.S.C. 7501, et. seq.[2]

y. Drug-Free Workplace Act of 1988 — 41 U.S.C. 702 through 706.

z. The Federal Funding Accountability and Transparency Act of 2006, as amended (Pub. L. 109-282, as amended by section 6202 of Pub. L. 110-252).

EXECUTIVE ORDERS

a. Executive Order 11246 – Equal Employment Opportunity

b. Executive Order 11990 – Protection of Wetlands

c. Executive Order 11998 – Flood Plain Management

d. Executive Order 12372 – Intergovernmental Review of Federal Programs

e. Executive Order 12699 – Seismic Safety of Federal and Federally Assisted New Building Construction

f. Executive Order 12898 – Environmental Justice

g. Executive Order 14005 – Ensuring the Future Is Made in All of America by All of America's Workers.

FEDERAL REGULATIONS

a. 2 CFR Part 180 – OMB Guidelines to Agencies on Governmentwide Debarment and Suspension (Nonprocurement).

b. 2 CFR Part 200 – Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.[3, 4]

c. 2 CFR Part 1200 – Nonprocurement Suspension and Debarment.

d. 28 CFR Part 35 – Discrimination on the Basis of Disability in State and Local Government Services.

e. 28 CFR § 50.3 – U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964.

f. 29 CFR Part 1 – Procedures for predetermination of wage rates.[1]

g. 29 CFR Part 3 – Contractors and subcontractors on public building or public work financed in whole or part by loans or grants from the United States.[1]

h. 29 CFR Part 5 – Labor standards provisions applicable to contracts covering Federally financed and assisted construction (also labor standards provisions applicable to non-construction contracts subject to the Contract Work Hours and Safety Standards Act).[1]

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i. 41 CFR Part 60 – Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor (Federal and Federally assisted contracting requirements).[1]

j. 49 CFR Part 20 – New restrictions on lobbying.

k. 49 CFR Part 21 – Nondiscrimination in Federally-assisted programs of the Department of Transportation - effectuation of Title VI of the Civil Rights Act of 1964.

l. 49 CFR Part 23 – Participation by Disadvantage Business Enterprise in Airport Concessions.

m. 49 CFR Part 26 – Participation by Disadvantaged Business Enterprises in Department of Transportation Program.

n. 49 CFR Part 27 – Nondiscrimination on the Basis of Handicap in Programs and Activities Receiving or Benefiting from Federal Financial Assistance.[1]

o. 49 CFR Part 28 – Enforcement of Nondiscrimination on the Basis of Handicap in Programs or Activities conducted by the Department of Transportation.

p. 49 CFR Part 30 – Denial of public works contracts to suppliers of goods and services of countries that deny procurement market access to U.S. contractors.

q. 49 CFR Part 32 – Government-wide Requirements for Drug-Free Workplace (Financial Assistance).

r. 49 CFR Part 37 – Transportation Services for Individuals with Disabilities (ADA).

s. 49 CFR Part 41 – Seismic safety of Federal and Federally assisted or regulated new building construction.

FOOTNOTES TO CONCESSIONS RENT RELIEF AIRPORT RESCUE GRANT ASSURANCE B

[1] These laws do not apply to airport planning sponsors.
[2] These laws do not apply to private sponsors.
[3] Cost principles established in 2 CFR Part 200 subpart E must be used as guidelines for determining the eligibility of specific types of expenses.
[4] Audit requirements established in 2 CFR Part 200 subpart F are the guidelines for audits.

SPECIFIC ASSURANCES

Specific assurances required to be included in grant agreements by any of the above laws, regulations, or circulars are incorporated by reference in this Grant Agreement.

1. Purpose Directly Related to the Airport.

It certifies that the reimbursement sought is for a purpose directly related to the airport.

2. Responsibility and Authority of the Sponsor.

a. Public Agency Sponsor:

It has legal authority to apply for this Grant, and to finance and carry out the proposed grant; that an official decision has been made by the applicant's governing body authorizing the filing of the application, including all understandings and assurances contained therein, and directing and authorizing the person identified as the official representative of the applicant to act in connection with the application and to provide such additional information as may be required.

b. Private Sponsor:

It has legal authority to apply for this Grant and to finance and carry out the proposed Grant and comply with all terms, conditions, and assurances of this Grant Agreement. It shall designate an

official representative and shall in writing direct and authorize that person to file this application, including all understandings and assurances contained therein; to act in connection with this application; and to provide such additional information as may be required.

3. Good Title.

It, a public agency or the Federal government, holds good title, satisfactory to the Secretary, to the landing area of the airport or site thereof, or will give assurance satisfactory to the Secretary that good title will be acquired.

4. Preserving Rights and Powers.

a. It will not take or permit any action which would operate to deprive it of any of the rights and powers necessary to perform any or all of the terms, conditions, and assurances in this Grant Agreement without the written approval of the Secretary, and will act promptly to acquire, extinguish, or modify any outstanding rights or claims of right of others which would interfere with such performance by the sponsor. This shall be done in a manner acceptable to the Secretary.

b. If the sponsor is a private sponsor, it will take steps satisfactory to the Secretary to ensure that the airport will continue to function as a public-use airport in accordance with this Grant Agreement.

c. If an arrangement is made for management and operation of the airport by any agency or person other than the sponsor or an employee of the sponsor, the sponsor will reserve sufficient rights and authority to insure that the airport will be operated and maintained in accordance Title 49, United States Code, the regulations, and the terms and conditions of this Grant Agreement.

5. Accounting System, Audit, and Record Keeping Requirements.

a. It shall keep all Grant accounts and records which fully disclose the amount and disposition by the recipient of the proceeds of this Grant, the total cost of the Grant in connection with which this Grant is given or used, and the amount or nature of that portion of the cost of the Grant supplied by other sources, and such other financial records pertinent to the Grant. The accounts and records shall be kept in accordance with an accounting system that will facilitate an effective audit in accordance with the Single Audit Act of 1984.

b. It shall make available to the Secretary and the Comptroller General of the United States, or any of their duly authorized representatives, for the purpose of audit and examination, any books, documents, papers, and records of the recipient that are pertinent to this Grant. The Secretary may require that an appropriate audit be conducted by a recipient. In any case in which an independent audit is made of the accounts of a sponsor relating to the disposition of the proceeds of a Grant or relating to the Grant in connection with which this Grant was given or used, it shall file a certified copy of such audit with the Comptroller General of the United States not later than six (6) months following the close of the fiscal year for which the audit was made.

6. Exclusive Rights.

The sponsor shall not grant an exclusive right to use an air navigation facility on which this Grant has been expended. However, providing services at an airport by only one fixed-based operator is not an exclusive right if—

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a. it is unreasonably costly, burdensome, or impractical for more than one fixed-based operator to provide the services; and

b. allowing more than one fixed-based operator to provide the services requires a reduction in space leased under an agreement existing on September 3, 1982, between the operator and the airport.

7. Airport Revenues.

a. The Sponsor agrees that funds under this Grant are available for the Sponsor to provide relief from rent and MAG to eligible in-terminal Airport Concessions, per the ARP Act. Apart from this relief, in no event shall airport revenue or grant reimbursement proceeds be used for any purpose beyond the capital or operating costs of the airport; the local airport system; or other local facilities which are owned or operated by the owner or operator of the airport(s).

8. Reports and Inspections.

It will:

a. submit to the Secretary such annual or special financial and operations reports as the Secretary may reasonably request and make such reports available to the public; make available to the public at reasonable times and places a report of the airport budget in a format prescribed by the Secretary;

b. in a format and time prescribed by the Secretary, provide to the Secretary and make available to the public following each of its fiscal years, an annual report listing in detail:

1. all amounts paid by the airport to any other unit of government and the purposes for which each such payment was made; and

2. all services and property provided by the airport to other units of government and the amount of compensation received for provision of each such service and property.

9. Civil Rights.

It will promptly take any measures necessary to ensure that no person in the United States shall, on the grounds of race, creed, color, national origin, sex, age, or disability be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination in any activity conducted with, or benefiting from, funds received from this Grant.

a. Using the definitions of activity, facility, and program as found and defined in §§ 21.23 (b) and 21.23 (e) of 49 CFR Part 21, the sponsor will facilitate all programs, operate all facilities, or conduct all programs in compliance with all non-discrimination requirements imposed by or pursuant to these assurances.

b. Applicability

1. Programs and Activities. If the sponsor has received a grant (or other Federal assistance) for any of the sponsor's program or activities, these requirements extend to all of the sponsor's programs and activities.

2. Facilities. Where it receives a grant or other Federal financial assistance to construct, expand, renovate, remodel, alter, or acquire a facility, or part of a facility, the assurance extends to the entire facility and facilities operated in connection therewith.

3. Real Property. Where the sponsor receives a grant or other Federal financial assistance in the form of, or for the acquisition of, real property or an interest in real property, the assurance will extend to rights to space on, over, or under such property.

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c. Duration

The sponsor agrees that it is obligated to this assurance for the period during which Federal financial assistance is extended to the program, except where the Federal financial assistance is to provide, or is in the form of, personal property, or real property, or interest therein, or structures or improvements thereon, in which case the assurance obligates the sponsor, or any transferee for the longer of the following periods:

1. So long as the airport is used as an airport, or for another purpose involving the provision of similar services or benefits; or
2. So long as the sponsor retains ownership or possession of the property.

d. Required Solicitation Language

It will include the following notification in all solicitations for bids, Requests for Proposals for work, or material under this Grant and in all proposals for agreements, including airport concessions, regardless of funding source:

"The City of Pueblo, Colorado, in accordance with the provisions of Title VI of the Civil Rights Act of 1964 (78 Stat. 252, 42 U.S.C. §§ 2000d to 2000d-4) and the Regulations, hereby notifies all bidders that it will affirmatively ensure that for any contract entered into pursuant to this advertisement, disadvantaged business enterprises and airport concession disadvantaged business enterprises will be afforded full and fair opportunity to submit bids in response to this invitation and will not be discriminated against on the grounds of race, color, or national origin in consideration for an award."

e. Required Contract Provisions.

1. It will insert the non-discrimination contract clauses requiring compliance with the acts and regulations relative to non-discrimination in Federally assisted programs of the DOT, and incorporating the acts and regulations into the contracts by reference in every contract or agreement subject to the non-discrimination in Federally assisted programs of the DOT Acts and regulations.
2. It will include a list of the pertinent non-discrimination authorities in every contract that is subject to the non-discrimination acts and regulations.
3. It will insert non-discrimination contract clauses as a covenant running with the land, in any deed from the United States effecting or recording a transfer of real property, structures, use, or improvements thereon or interest therein to a sponsor.
4. It will insert non-discrimination contract clauses prohibiting discrimination on the basis of race, color, national origin, creed, sex, age, or handicap as a covenant running with the land, in any future deeds, leases, license, permits, or similar instruments entered into by the sponsor with other parties:
    A. For the subsequent transfer of real property acquired or improved under the applicable activity, grant, or program; and
    B. For the construction or use of, or access to, space on, over, or under real property acquired or improved under the applicable activity, grant, or program.
    C. It will provide for such methods of administration for the program as are found by the Secretary to give reasonable guarantee that it, other recipients, sub-recipients, sub-grantees, contractors, subcontractors, consultants, transferees, successors in interest,

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and other participants of Federal financial assistance under such program will comply with all requirements imposed or pursuant to the acts, the regulations, and this assurance.

D. It agrees that the United States has a right to seek judicial enforcement with regard to any matter arising under the acts, the regulations, and this assurance.

10. Foreign Market Restrictions.

It will not allow funds provided under this Grant to be used to fund any activity that uses any product or service of a foreign country during the period in which such foreign country is listed by the United States Trade Representative as denying fair and equitable market opportunities for products and suppliers of the United States in procurement and construction.

11. Disadvantaged Business Enterprises.

The sponsor shall not discriminate on the basis of race, color, national origin or sex in the award and performance of any DOT-assisted contract covered by 49 CFR Part 26, or in the award and performance of any concession activity contract covered by 49 CFR Part 23. In addition, the sponsor shall not discriminate on the basis of race, color, national origin or sex in the administration of its Disadvantaged Business Enterprise (DBE) and Airport Concessions Disadvantaged Business Enterprise (ACDBE) programs or the requirements of 49 CFR Parts 23 and 26. The sponsor shall take all necessary and reasonable steps under 49 CFR Parts 23 and 26 to ensure nondiscrimination in the award and administration of DOT-assisted contracts, and/or concession contracts. The sponsor's DBE and ACDBE programs, as required by 49 CFR Parts 26 and 23, and as approved by DOT, are incorporated by reference in this agreement. Implementation of these programs is a legal obligation and failure to carry out its terms shall be treated as a violation of this agreement. Upon notification to the sponsor of its failure to carry out its approved program, the Department may impose sanctions as provided for under Parts 26 and 23 and may, in appropriate cases, refer the matter for enforcement under 18 U.S.C. 1001 and/or the Program Fraud Civil Remedies Act of 1936 (31 U.S.C. 3801).

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Nicholas A. Gradisar
Mayor

Greg Pedroza
Director of Aviation

city of PUEBLO colorado

DEPARTMENT OF AVIATION

Pueblo Memorial Airport
31201 Bryan Circle, Ste. 200
Pueblo, CO 81001
Phone (719) 553-2760
Fax (719) 553-2761

To: Ms. Heather Graham, President of the City Council
Mr. Nicholas A. Gradisar, Mayor

I hereby certify that I have reviewed and am familiar with the following documents and, to the best of my knowledge and belief, said documents are true and correct and do not contain any false or untrue fact, statement, condition, certification, or assurance.

United States of America (acting through the Federal Aviation Administration) Concession Rent Relief Airport Rescue Grant Addendum No. 3-08-0046-45-2022 for funding under the American Rescue Plan Act (ARP Act), Division M of Public Law 117-2.

Greg Pedroza
Director of Aviation

January 11, 2022
Date

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Andrew E. Hayes, P.E., Director of Public Works

SUBJECT: AN ORDINANCE ESTABLISHING THE FIRE STATION 6, 8 AND 11 PROJECT NO. CI2205, TRANSFERRING $600,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND AND BUDGETING AND APPROPRIATING $600,000 FOR SAID PROJECT

SUMMARY:

This Ordinance establishes the Project No. CI2205, transfers $600,000 from the unappropriated fund balance of the General Fund for professional services, and budgets and appropriates $600,000 for the Fire Station 6, 8 and 11 Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The project is part of infrastructure and response improvements for the City of Pueblo and its Fire Department. The project is specifically to develop a design that will work for the relocation of fire stations 6 and 8 and for a new fire station 11. These stations will be constructed according to modern fire service needs for a healthier/safer environment as well provide better response service in needed areas. The location of the fire stations is as follows:

Fire Station 6 – 2600 Block of East 4th Street (East 4th and Victory Lane)
Fire Station 8 – Jerry Murphy and Candytuft Boulevard
Fire Station 11 – West 24th Street and Perry Avenue

This Ordinance establishes project CI2205 for the design and construction of three (3) new fire stations, 6, 8 and 11, transfer funds in the amount of $600,000 from the unappropriated fund balance of the General Fund, establishes the Fire Station 6, 8 and 11 Project CI2205, and budgets and appropriates the funds.

FINANCIAL IMPLICATIONS:

Funds in the amount of $600,000 will be transferred from the unappropriated fund balance of the General Fund.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Denial of the Ordinance will cancel the Fire Station 6, 8 and 11 Project.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE FIRE STATION 6, 8 AND 11 PROJECT NO. CI2205, TRANSFERRING $600,000 FROM THE UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND AND BUDGETING AND APPROPRIATING $600,000 FOR SAID PROJECT

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

SECTION 1.

The Fire Station 6, 8 and 11 Project, CI2205, is hereby established.

SECTION 2.

Funds in the amount of $600,000 are hereby transferred from the unappropriated fund balance of the General Fund into Project No. CI2205, and budgeted and appropriated for said Project.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance and 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

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Police Chief

Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING FOUR FULL-TIME COMMUNITY SERVICE OFFICERS TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT

SUMMARY:

The Police Department requests the addition of four new full-time civilian positions with the classification title of Community Services Officer to department staffing.

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No. 10085 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2022.

BACKGROUND:

The Police Department requests to add four new civilian positions to department staffing with the classification title of Community Service Officer (CSO). The primary purpose of these positions will be to provide supplemental support to sworn police personnel by performing duties that do not require the authority, special training or POST certification that sworn police officers are required to have. Examples of primarily field administrative and reporting duties include:

- Burglary (vending machine, storage units, garages, homes, business, etc.)
- Criminal Mischief (damage, graffiti, etc.)
- Found Property (including drug paraphernalia)
- Frauds & forgeries
- Littering
- Missing people & Runaways
- Non-injury traffic accidents (no alcohol or drugs suspected) & Hit-&-Run accidents
- Property safety inspections (CPTED, etc.)

- Supplements to cases that require evidence (tapes, documents, etc.) to be picked up
- Thefts (thefts, thefts of rental property, thefts from vehicle, motor vehicle thefts, bill & gas skips, etc.)
- Traffic Hazards (stalled vehicles, motorist assists, objects in roadway, malfunctioning traffic lights, etc.

It is important to note that the support activities outlined above that would be assigned to the CSO's would be more "cold call" in nature. Active call in-progress or calls where suspect information is known would continue to be handled by sworn police department personnel.

The Community Service Officer staffing model is one widely employed by other police agencies in Colorado and around the country. A regional survey of these programs was conducted by the Colorado Springs Police Department and shared with the Pueblo Police Department. The survey found that CSO programs exist in Arvada, Aurora, Boulder, Denver, Fort Collins, Grand Junction, Greeley, Lakewood and Westminster Colorado as well as Albuquerque NM, Arlington and Austin TX, Glendale, Tucson and Mesa AZ, Las Vegas, NV, Sacramento, Fresno, Santa Ana and Anaheim CA, Tacoma WA, and Wichita KS. While specifics of the surveyed programs vary by department, on average these cities employ 8 CSOs, representing 3.0% of the number of sworn personnel and 7.1% of civilian personnel. Most of the surveyed departments have had a CSO program in place for 20 years or more and indicate a high satisfaction level with the program and workload burden it relieves from sworn officers when minor crime reports and other administrative patrol work can be performed by these positions.

With sworn police personnel recruitment challenges increasing, coupled with a far more significant training and equipment resource intensive runway associated with bringing sworn officers on board, developing a CSO program appears to be a cost-effective and efficient way to bring civilian staff resources to bear more quickly and make a positive impact on sworn workload. The hiring and training process would be similar to the City's police officer recruitment due to the confidential access the CSO's have and would include background checks, polygraphs, and psychological exams. However, selected candidates would experience an abbreviated "academy" of sorts of approximately 5 weeks in length which would include courses appropriate to CSO duties as well as an intensive field training officer program following completion of the academy. The positions would be non-exempt, general services positions and would be included in the Pueblo Association of Government Employees bargaining unit.

In conclusion, primary benefits of adding the CSO's to the Pueblo Police Department include enhanced patrol response without the additional burden on sworn officers, freeing up sworn officers to spend more time on each call, focus on higher-priority calls and to engage in more proactive policing, all of which are mission critical activities in delivering strong public safety services to the community of Pueblo. It is possible that reducing the number of calls to which patrol officers must respond could improve response time to other calls for service as well. Finally, this program may also prove to have a positive impact on the recruitment of future sworn Police Officers and will allow individuals to experience the law enforcement environment which hopefully will increase interest in pursuing a career in sworn policing with the Pueblo Police Department and provide a "feeder source" of qualified applicants.

FINANCIAL IMPLICATIONS:

All costs associated with this proposal will be paid out of the General Fund.

Cost Item	Annual Cost		
Salary	$ 45,260		
Retirement (PERA)	$ 6,436		
Health Insurance	$ 21,637		
Dental Insurance	$ 296		
Life Insurance	$ 76		
Medicare	$ 656		
Ancillary Costs - Recruitment, Uniform and Equipment	$ 3,709		
Total Per Position	$ 78,070	→ x 4 positions	$ 312,278
Vehicle Retrofitting (1 time cost)	$ 3,000		
Total Estimated Annual Program Cost	**$ 315,278**		

Assuming the CSO positions are approved, the timeline to fill through the Civil Service, selection and post-offer background processes would likely result in a hire date no sooner than June 1, 2022. Therefore, the more realistic cost of standing up the program would be **approximately $185,164 in FY 2022**.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

The City and leadership from the Pueblo Association of Government Employees (PAGE) will meet and confer on January 20, 2022 and confer with respect to the new classification as it will be included in the bargaining unit. Furthermore, Police Department leadership has briefed the International Brotherhood of Police Officers #537 executive board and there is support for this proposal.

ALTERNATIVES:

The no action alternative would be to retain staffing levels as they are and continue to staff lower-level duties with sworn Police Officers. As has been outlined, this is not operationally ideal for the department and the suggested changes represent a more efficient way to accomplish this work for the community.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING FOUR FULL-TIME COMMUNITY SERVICE OFFICERS TO THE AUTHORIZED STAFFING OF THE POLICE DEPARTMENT

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the Pueblo Police Department; NOW THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscore indicates matter being added)

SECTION 1.

The following section captioned “Police” of Ordinance No. 10085, being the 2022 Staffing Ordinance, is amended as follows:

Police	
Police Chief	1
Police Deputy Chief	3
Police Captain	8
Dispatch Manager	1
Dispatch Training Coordinator	1
Police Records Manager	1
Police Sergeant	25
Police Corporal	55
Police Patrol Officer	115
Code Enforcement Officer	8
Community Service Officer	**4**
Emergency Services Dispatcher Supervisor	3
Emergency Services Dispatcher	24
Crime Analyst	1
Administrative Technician	2
Police Payroll Technician	1
Senior Office Assistant	8
Social Media Specialist	1
Office Assistant/Investigations Technician	1
Office Assistant/ Police Records Technician	11
Office Assistant/Police Services Technician	1
Office Assistant/Property & Evidence Technician	3
Building Custodian	1
Code Enforcement Manager	1
Total	**[276] 280**

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 transactions described therein.

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2022 Budget and staffing with respect to the number and allocation of positions within the Pueblo Police Department and 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: January 24, 2022

TO: President Heather M. Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Police Chief

Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR COMMUNITY SERVICE OFFICER

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Community Service Officer.

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No.10092 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2022.

BACKGROUND:

The Police Department requests to add four new civilian positions to department staffing with the classification title of Community Service Officer (CSO). The primary purpose of these positions will be to provide supplemental support to sworn police personnel by performing duties that do not require the authority, special training or POST certification that sworn police officers are required to have. Examples of primarily field administrative and "cold call", non-emergent reporting duties include:

- Burglary (vending machine, storage units, garages, homes, business, etc.)
- Criminal Mischief (damage, graffiti, etc.)
- Found Property (including drug paraphernalia)
- Frauds & forgeries
- Littering
- Missing people & Runaways
- Non-injury traffic accidents (no alcohol or drugs suspected) & Hit-&-Run accidents

- Property safety inspections (CPTED, etc.)
- Supplements to cases that require evidence (tapes, documents, etc.) to be picked up
- Thefts (thefts, thefts of rental property, thefts from vehicle, motor vehicle thefts, bill & gas skips, etc.)
- Traffic Hazards (stalled vehicles, motorist assists, objects in roadway, malfunctioning traffic lights, etc.

Primary benefits of adding the CSO's to the Pueblo Police Department include enhanced patrol response without the additional burden on sworn officers, freeing up sworn officers to spend more time on each call, focus on higher-priority calls and to engage in more proactive policing, all of which are mission critical activities in delivering strong public safety services to the community of Pueblo. It is possible that reducing the number of calls to which patrol officers must respond could improve response time to other calls for service as well. Finally, this program may also prove to have a positive impact on the recruitment of future sworn Police Officers and will allow individuals to experience the law enforcement environment which hopefully will increase interest in pursuing a career in sworn policing with the Pueblo Police Department and provide a "feeder source" of qualified applicants

Section 8-8 of the City Charter requires the Human Resources Director to provide a Uniform Schedule of Pay for the Classified Service, which shall be approved by the Mayor and submitted to City Council.

FINANCIAL IMPLICATIONS:

Salary and benefit and equipment costs for the four positions will be paid out of the General Fund.

Cost Item	Annual Cost
Salary	$ 45,260
Retirement (PERA)	$ 6,436
Health Insurance	$ 21,637
Dental Insurance	$ 296
Life Insurance	$ 76
Medicare	$ 656
Ancillary Costs - Recruitment, Uniform and Equipment	$ 3,709
Total Per Position	$ 78,070 → x 4 positions **$ 312,278**
Vehicle Retrofitting (1 time cost)	$ 3,000
Total Estimated Annual Program Cost	**$ 315,278**

Assuming the CSO positions are approved, the timeline to fill through the Civil Service, selection and post-offer background processes would likely result in a hire date no sooner than June 1, 2022. Therefore, the more realistic cost of standing up the program would be **approximately $185,164 in FY 2022**.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain the current classification assignment to perform the duties. Such an alternative is operationally untenable

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR COMMUNITY SERVICE OFFICER

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscore indicates matter being added)

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2022 pay scale for the classification of Community Service Officer is established and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

A. The pay range for the appointed classification of Community Service Officer for 2022

2022

CLASS TITLE	*Entrance*	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*	*Step 10*
(A) GENERAL SERVICE										
Community Service Officer	3771.63	3868.74	4060.30	4254.88	4350.38	4397.28	4459.91	4517.64	4580.07	4730.76

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 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 _____.

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: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an Option to Purchase Agreement with the Pueblo Economic Development Corporation ("PEDCO") relating to a future job creating capital improvement project.

PREVIOUS COUNCIL ACTION:

Not applicable to this ordinance.

BACKGROUND:

PEDCO is currently in confidential negotiations with an out-of-state corporation which is considering the construction of a large manufacturing facility to be located in the St. Charles Industrial Park. The prospective employer has asked for assurances from PEDCO and the City that if the Pueblo site is selected, 300 acres of land will be available in the St. Charles Industrial Park for construction of the manufacturing facility.

FINANCIAL IMPLICATIONS:

The attached agreement gives PEDCO a 180 day option to purchase 300 acres of land located in the St. Charles Industrial Park for $10.00, provided that the land is subsequently transferred to an employer who will provide primary jobs to local residents to be set forth in an Employment Agreement acceptable to the Mayor and City Council.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Not applicable to this ordinance.

ALTERNATIVES:

A no-action alternative may cause the prospective employer to select another site for its manufacturing facility.

RECOMMENDATION:

The PEDCO board recommends approval of this Ordinance.

Attachments:
Proposed Ordinance
Proposed Option to Purchase Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN OPTION TO PURCHASE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ECONOMIC DEVELOPMENT CORPORATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A FUTURE JOB CREATING CAPITAL IMPROVEMENT PROJECT

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

SECTION 1.

The Option to Purchase Agreement ("Agreement") dated February 14, 2022 between the City of Pueblo and the Pueblo Economic Development Corporation, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement 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 _____.

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: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO WEST METROPOLITAN DISTRICT, ACTING BY AND THROUGH THE PUEBLO WEST METROPOLITAN DISTRICT'S WATER AND WASTEWATER ENTERPRISE, RELATING TO A WATER LEASE AND STORAGE AGREEMENT ENTERED INTO BY SAID ENTERPRISE AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign an Intergovernmental Agreement ("IGA") with the Pueblo West Metro District's Water and Wastewater Enterprise ("Enterprise") relating to a Water Lease and Storage Agreement ("Water Lease") entered into by the Enterprise and the Board of Water Works of Pueblo, Colorado ("Pueblo Water").

PREVIOUS COUNCIL ACTION:

Not applicable to this ordinance.

BACKGROUND

Pueblo Water and the Enterprise have entered into a Water Lease pursuant to which Pueblo Water will make available for delivery to Enterprise 1,500 acre-feet of water on an annual basis for a period commencing November 1, 2022 and terminating October 31, 2027. The Water Lease may be renewed for an additional 5-year term upon the written mutual consent of Pueblo Water and the Enterprise.

FINANCIAL IMPLICATIONS

Under the attached IGA, the Enterprise shall collect and pay to the City the amount of $1,500.00 for every water tap issued by Enterprise during the term of the Water Lease. The Enterprise agrees to make such payments to the City on a quarterly basis, no later than 30 days after the close of each quarter. The City intends to use said funds to promote infill development and the construction of affordable housing within the city limits.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Not applicable to this ordinance.

ALTERNATIVES:

A “no action” alternative would prevent the City from receiving the proposed fees from the Enterprise.

RECOMMENDATION

Approval of the Ordinance

Attachments:
Copy of proposed Ordinance
Proposed Intergovernmental Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO WEST METROPOLITAN DISTRICT, ACTING BY AND THROUGH THE PUEBLO WEST METROPOLITAN DISTRICT'S WATER AND WASTEWATER ENTERPRISE, RELATING TO A WATER LEASE AND STORAGE AGREEMENT ENTERED INTO BY SAID ENTERPRISE AND THE BOARD OF WATER WORKS OF PUEBLO, COLORADO

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Intergovernmental Agreement between the City of Pueblo, a Colorado municipal corporation and the Pueblo West Metropolitan District's Water and Wastewater Enterprise, dated February 14, 2022, 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 and the attached Intergovernmental 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

INTERGOVERNMENTAL AGREEMENT

THIS INTERGOVERNMENTAL AGREEMENT (hereinafter “Agreement”) is made and entered into this 14th day of February, 2022, between the City of Pueblo, a municipal corporation (hereinafter referred to as "City") and the Pueblo West Metropolitan District, acting by and through the Pueblo West Metropolitan District’s Water and Wastewater Enterprise (hereinafter “Enterprise”). City and Enterprise are sometimes each referred to as a “Party” and collectively “Parties.”

Recitals

WHEREAS, the Board of Water Works of Pueblo, Colorado (hereinafter “Pueblo Water”) and Enterprise have entered into a Water Lease and Storage Agreement (hereinafter “Water Lease”) pursuant to which Pueblo Water will make available for delivery to Enterprise 1,500 acre-feet of water on an annual basis for a period commencing November 1, 2022 and terminating October 31, 2027. The Water Lease may be renewed for an additional 5-year term upon the written mutual consent of Pueblo Water and Enterprise; and

WHEREAS, the City desires to promote infill development and the construction of affordable housing within the city limits; and

WHEREAS, Enterprise recognizes that the water and storage rights being temporarily transferred under the Water Lease belong to residents of the City and desires to cooperate with the City to further regional development.

NOW, THEREFORE, in consideration of the foregoing recitals and of the mutual covenants and promises contained herein, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Term of this Agreement. This Agreement will be in full force and effect beginning on the effective date of Water Lease and Storage Agreement and continuing during the term of said agreement and any renewals or extensions of the Water Lease and Storage Agreement.

2. Payments to City. Enterprise shall collect and pay to the City the amount of $1,500.00 for every water tap issued by Enterprise, commencing on the effective date of the Water Lease and Storage Agreement and thereafter continuing during the term of this Agreement. Enterprise shall make such payments to the City on a quarterly basis, no later than 30 days after the close of each quarter. The City intends to use said funds to promote infill development and the construction of affordable housing within the city limits.

3. Sole Obligations of Enterprise. Notwithstanding anything herein to the contrary, all financial obligations under this Agreement shall be the sole obligations of the Enterprise and not the financial obligations or other indebtedness of the Pueblo West Metropolitan District (hereinafter “District”). Nothing herein constitutes, nor will be deemed to constitute, the creation of a debt or multi-year fiscal obligation of the District, or an obligation of future appropriations by the Board of Directors of the District, contrary to

Article X, § 20 of the Colorado Constitution or any other constitutional or statutory debt limitation.

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement effective the day and year first written above.

ATTEST:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
City Clerk

By: _____
Nicholas A Gradisar, Mayor

PUEBLO WEST METROPOLITAN DISTRICT,
ACTING BY AND THROUGH THE PUEBLO WEST
METROPOLITAN DISTRICT'S WATER AND
WASTEWATER ENTERPRISE

By: _____
Doug Proal, Enterprise President

City Clerk's Office Item # N-8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Manuel Alcala, Civil Service Administrator

SUBJECT: AN ORDINANCE AMENDING CIVIL SERVICE RULE 18 OF CHAPTER 13 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE REQUIRED PERIOD OF NOTICE WITH RESPECT TO PROMOTIONAL EXAMS

SUMMARY:

Attached is an Ordinance making desired changes to Civil Service Rule 18 relating to the required period of notice with respect to promotional exams.

PREVIOUS COUNCIL ACTION:

Civil Service Rules are periodically amended and updated as necessary. The procedure for such amendment is set forth in Civil Service Rule 40 with public hearing before the Civil Service Commission culminating in a Civil Service Commission Report submitted to Council with the proposed amendments.

BACKGROUND:

See attached Civil Service Commission Report.

FINANCIAL IMPLICATIONS:

There are no financial implications because of this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

See attached Civil Service Commission Report.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could elect not to pass the Ordinance and the Civil Service Rules would continue to be applied without the desired changes.

RECOMMENDATION:

The Civil Service Commission and staff recommend passage and approval of the proposed Ordinance.

Attachments:
Proposed Ordinance
Civil Service Commission Report.

ORDINANCE NO. _____

AN ORDINANCE AMENDING CIVIL SERVICE RULE 18 OF CHAPTER 13 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE REQUIRED PERIOD OF NOTICE WITH RESPECT TO PROMOTIONAL EXAMS

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Civil Service Rule 18 of Chapter 13 of Title VI of the Pueblo Municipal Code is hereby amended to read as follows:

Rule 18. - Examinations; general.

(a) All appointments and promotions in the classified service shall be made according to merit and fitness to be ascertained, so far as practicable by competitive examination.

(b) Examinations shall be practical and shall relate to those matters which will test fairly the capacity and fitness of the candidates to discharge efficiently the duties of the class or classes for which examinations are held. Each applicant shall be treated equally and tested solely on ability. Under all circumstances the Commission or the examiner shall exercise due diligence to prevent collusion, fraud or discrimination throughout the examination process.

(c) All examinations shall be given pursuant to procedures to be adopted by the Commission. Examinations may consist of any of the following or any combination of the following which validly serves the need to discover the relative fitness of applicants:

(1) Written job-related aptitude or job knowledge tests;

(2) Appropriate professional licenses or certificates issued by proper authorized licensing authorities;

(3) Scored oral examinations or interviews designed to determine general fitness for the class;

(4) Nonwritten performance tests of skills or abilities, required by the class;

(5) Scored evaluations of education and experience. Such evaluations shall be objectively and uniformly applied and may be based on such factors as quantity, remoteness in time, quality and relevancy of the education and experience;

(6) Physical tests of strength, agility, stamina or dexterity appropriate to the class requirements; or

(7) Other forms deemed appropriate depending upon the duties of the class involved.

(d) Time of Examinations. Regular promotional examinations for which there are applicants shall be given at least once a year for all ranks in the uniformed police and fire services, except for Deputy Police Chief, Police Captain, Deputy Fire Chief, Assistant Fire Chief and Fire Inspector. Regular promotional examinations for which there are applicants shall be given at least once every two (2) years for Assistant Fire Chief. Such examinations shall be given at times to be determined by the Commission. All other entrance, promotional and special examinations shall be given when necessary as determined by the Commission or at the request of the Mayor, and shall be scheduled at times determined by the

Commission, but in no event more than sixty (60) days after a request for such examination has been given by the Mayor.

(e) notice. Notice of the time and date of an examination shall be given to each applicant by first class mail or **[by]** electronic mail when an electronic mail address has been provided by the applicant. Notice shall be mailed **[at least thirty (30) days prior to any regular promotional examination and]** at least fifteen (15) days prior to **[all other]** **any** examination**[s]**. The foregoing notice requirement shall not, however, be applicable with respect to any examination based on scored evaluations of education and experience.

(f) Time Limits. The time allowed applicants to complete any one (1) subject and the time allowed to complete the entire examination shall be fixed by the Commission, or its designated representative conducting the examination, and shall be stated on the examination and announced prior to the commencement of the examination. Examination time will in no case be extended except upon special direction of the Commission.

(g) Separate Examinations. Computer based examinations may be administered at separate times and places. For all other examinations, the Commission may provide for separate examinations at another time and place when the number of applicants is in excess of the number that can conveniently be examined at one (1) time and where placement of the applicants into separate groups is made randomly. All separate examinations shall be conducted and concluded within a forty-eight-hour period. The Commission may adopt additional safeguards deemed appropriate to assure the integrity of the examination process.

(h) Applicant Identity and Exam Administration. Applicants shall be admitted to an examination only on presentation of a valid government-issued photo identification card.

(1) Computer based examinations which are administered and scored electronically shall be administered fairly and impartially with sufficient safeguards to ensure the integrity of examination answers and scores.

(2) All other written examinations shall identify applicants by number as herein provided. Upon entrance, each applicant shall receive an examination number which shall be unknown to the Commission. This number shall be placed by the applicant in a sealed envelope and shall remain unknown to the Commission until all test grades have been completed, at which time the envelopes shall be opened and examination papers identified by name. No applicant shall in any manner attempt to identify his or her paper other than by his or her examination number.

(i) Form and Method. The form, manner and method of examining all applicants shall be determined by the Commission in accordance with the provisions hereof.

(j) Substance and Preparation. Under the direction and supervision of the Commission, examinations shall be prepared in such manner as to secure the highest possible level of competence among the City's personnel. Toward this end, the Commission staff shall continually make studies to correlate testing procedures and position requirements and advise the Commission of improvements needed in the examination procedure.

(k) Discrimination prohibited. No aspect of any examination shall in any manner relate to the political or religious beliefs or other affiliations of the applicants. Nor shall any appointment, retention, removal or promotion in any manner be influenced by such beliefs or affiliations.

(l) Examiner. The Commission staff, and such other persons or agencies as the Commission shall authorize, may act as examiners to conduct all examinations, and shall act under the direction and supervision of the Commission.

SECTION 2.

The officers 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 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

CIVIL SERVICE COMMISSION OF THE CITY OF PUEBLO

In re: Proposed Amendment to Civil Service Rule 18 of Chapter 13 of Title VI of the Pueblo Municipal Code relating to the required period of notice with respect to promotional exams.

Report to the Pueblo City Council

Pursuant to the requirements of Civil Service Rule 40, the Civil Service Commission held a public hearing on Tuesday, December 14, 2021 at 11:00 a.m. in the City Council Chambers, City Hall, 1 City Hall Place, Pueblo CO, for consideration of an amendments to Civil Service Rule 21, and hereby forwards the proposed amendments to the City Council for its consideration together with this report on the proposal and hearing.

Summary of Hearing

Manuel Alcala, Civil Service Administrator, spoke in favor of the amendments and provided recommendations summarized as follows:

Under the direction of the Civil Service Commission, a Rule Revision Taskforce was created. The mission and primary objective of the Rule Revision taskforce is to review the rules and propose changes that will address the time it takes to hire classified employees. The proposed amendments to Rule 18(e) ("Proposal") are intended to clean up the language in this rule and decrease the time it takes to fill promotional vacancies by lowering the required notice of promotional exam date from 30 to 15 days. The change is recommended upon following reasons and basis:

1. The timeframe between the start of the application window and exam is shortened, expediting the time-to-hire.

2. Notice of exam date for all positions is set at 15 days, standardizing and simplifying the testing process.

3. The Proposal will not change or limit City's obligation under either (a) Section 35.2 of the Police labor agreement to provide at least sixty days prior of any promotional examination with respect to the Sergeant or Captain classification; or (b) Article 49 of the Fire labor agreement to make a good faith effort at providing six (6) months prior notice of any promotional examination dates with respect to classifications in the bargaining unit.

4. The General Services bargaining unit has reviewed and does not object to the Proposal.

Mr. Alcala further testified that the rule changes had been reviewed by the Mayor who is in support of the rule changes.

No one appeared to speak in opposition to the proposed amendment.

Recommendation

The Commission recommends passage of the proposed amendments.

Signed this 14th day of December, 2021.

Dan Archibeque, Commissioner

Sharon Bonner, Commissioner

Erick Javaneau, Commissioner

City Clerk's Office Item # Q-1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Jeff Hawkins, Director of Stormwater

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,258,000 TO PATE CONSTRUCTION CO., INC. AND SETTING FORTH $125,800 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 21-001 ABRIENDO AVENUE AND BOULDER AVENUE OUTFALL STORM SEWER IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards a construction contract to Pate Construction Co., Inc. for the Abriendo Avenue and Boulder Avenue outfall storm sewer improvements.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of replacing an existing undersized storm sewer system with a larger capacity storm system in W. Abriendo Avenue from Lincoln Street to the storm system outfall at the Arkansas River along Boulder Avenue. Improvements will help mitigate frequent flooding events in this area and will include approximately 1,650 LF of 60" storm sewer, installation of new manholes, inlets, laterals, water quality and open channel improvements related to the construction as detailed in the plans and specifications for this project.

FINANCIAL IMPLICATIONS:

Funding for this project will be paid from the State Revolving Fund Loan available for Abriendo Avenue and Boulder Avenue outfall storm sewer improvements. Funding is available and has been budgeted, appropriated, and allocated to Project No. 21-001 (SW1806).

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Alternatives No. 1 – No action
Under this alternative, the existing storm sewer system that outfalls along Abriendo Avenue and Boulder Avenue would remain undersized and would continue to surcharge during large storm events causing flooding of adjacent properties and public roadways, safety hazards, possible monetary damage, and costs to repair the damage.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:
Bid Summary
Area Map

RESOLUTION NO. 14799

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $1,258,000 TO PATE CONSTRUCTION CO., INC. AND SETTING FORTH $125,800 FOR CONTINGENCIES AND ADDITIONAL WORK FOR PROJECT NO. 21-001 ABRIENDO AVENUE AND BOULDER AVENUE OUTFALL STORM SEWER IMPROVEMENTS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 21-001, Abriendo Avenue and Boulder Avenue Outfall Storm Sewer Improvements, have been received and examined, and;

WHEREAS, the proposal of Pate Construction Co., Inc, was the lowest of those bids determined to be responsible , and the committee of Awards recommends to the City Council that it authorize Project No. 21-001 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 21-001, Abriendo Avenue and Boulder Avenue Outfall Storm Sewer Improvements, to be performed, and the contract for said project is hereby awarded to said bidder in the amount of $1,258,000.

SECTION 2.

Funds for Project No. 21-001, Abriendo Avenue and Boulder Avenue Outfall Storm Sewer Improvements shall be from SW1806.

SECTION 3.

In addition to the amount of the bid set forth, as aforementioned, an additional amount of $125,800 is hereby authorized for the contingencies and additional work.

SECTION 4.

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

SECTION 5.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED January 24, 2022

BY: Lori Winner
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 21-001 Abriendo Avenue and Boulder Avenue Outfall Storm Sewer Improvements Opening Date: December 14, 2021 Time: 10:00:00 AM					Pate Construction Co., Inc.	K.R. Swerdfeger Construction, LLC	Tony J. Beltramo and Sons, Inc.
Item	**Description**	**Estimated Quantity**					
1	MOBILIZATION	1	LS	*Unit Price*	*27,707.45*	*35,000.00*	*139,806.00*
				Amount	27,707.45	35,000.00	139,806.00
2	TEMPORARY FACILITIES	1	LS	*Unit Price*	*864.00*	*1,000.00*	*3,000.00*
				Amount	864.00	1,000.00	3,000.00
3	TRAFFIC CONTROL	1	LS	*Unit Price*	*13,130.00*	*14,000.00*	*27,000.00*
				Amount	13,130.00	14,000.00	27,000.00
4	DEWATERING & SURFACE WATER CONTROL	1	LS	*Unit Price*	*2,880.00*	*10,000.00*	*3,000.00*
				Amount	2,880.00	10,000.00	3,000.00
5	CLEARING & GRUBBING	1	LS	*Unit Price*	*15,170.00*	*2,500.00*	*14,000.00*
				Amount	15,170.00	2,500.00	14,000.00
6	SAW CUT AND REMOVE EXISTING CONCRETE PAVEMENT	22	SY	*Unit Price*	*10.50*	*20.00*	*30.00*
				Amount	231.00	440.00	660.00
7	SAW CUT AND REMOVE EXISTING ASPHALT PAVEMENT	1,611	SY	*Unit Price*	*2.50*	*14.00*	*16.00*
				Amount	4,027.50	22,554.00	25,776.00
8	REMOVE EXISTING 8" PIPE	103	LF	*Unit Price*	*5.50*	*7.00*	*20.00*
				Amount	566.50	721.00	2,060.00
9	REMOVE EXISTING 15" PIPE	1,070	LF	*Unit Price*	*1.00*	*5.00*	*20.00*
				Amount	1,070.00	5,350.00	21,400.00
10	REMOVE EXISTING 24" PIPE	20	LF	*Unit Price*	*29.00*	*7.00*	*20.00*
				Amount	580.00	140.00	400.00
11	REMOVE EXISTING 48" CMP PIPE	160	LF	*Unit Price*	*3.50*	*50.00*	*20.00*
				Amount	560.00	8,000.00	3,200.00
12	REMOVE EXISTING DROP STRUCTURE	1	LS	*Unit Price*	*576.00*	*1,000.00*	*1,500.00*
				Amount	576.00	1,000.00	1,500.00
13	REMOVE EXISTING MANHOLE	4	EA	*Unit Price*	*144.00*	*900.00*	*700.00*
				Amount	576.00	3,600.00	2,800.00
14	REMOVE EXISTING INLET	2	EA	*Unit Price*	*288.00*	*900.00*	*700.00*
				Amount	576.00	1,800.00	1,400.00
15	REMOVE CURB & GUTTER	20	LF	*Unit Price*	*29.00*	*12.00*	*15.00*
				Amount	580.00	240.00	300.00
16	REMOVE & RELOCATE EXISTING CONCRETE RIPRAP	1	LS	*Unit Price*	*11,139.00*	*7,000.00*	*3,400.00*
				Amount	11,139.00	7,000.00	3,400.00
17	PLUG PIPE (24")	1	EA	*Unit Price*	*461.00*	*3,500.00*	*500.00*
				Amount	461.00	3,500.00	500.00
18	EXCAVATION, STRUCTURAL (WITH OFFSITE DISPOSAL)	1	LS	*Unit Price*	*2,889.00*	*30,000.00*	*44,400.00*
				Amount	2,889.00	30,000.00	44,400.00
19	BACKFILL, STRUCTURAL (CLASS 1)	1	LS	*Unit Price*	*14,203.50*	*25,000.00*	*67,000.00*
				Amount	14,203.50	25,000.00	67,000.00
20	8'X3' BOX CULVERT	20	LF	*Unit Price*	*1,209.00*	*1,400.00*	*1,007.00*
				Amount	24,180.00	28,000.00	20,140.00
21	HEADWALL, WINGWALLS, APRON - ARKANSAS OUTFALL	1	LS	*Unit Price*	*15,203.00*	*16,000.00*	*41,700.00*
				Amount	15,203.00	16,000.00	41,700.00

All prices as submitted--Evaluation Committee will determine if bidder has met bid requirements.

Bid: 21-001 Abriendo Avenue and Boulder Avenue Outfall Storm Sewer Improvements Opening Date: December 14, 2021 Time: 10:00:00 AM					Pate Construction Co., Inc.	K.R. Swerdfeger Construction, LLC	Tony J. Beltramo and Sons, Inc.
Item	**Description**	**Estimated Quantity**					
22	HEADWALL, WINGWALLS, BARRIER - BOULDER OUTFALL	1	LS	*Unit Price*	*20,616.00*	*17,000.00*	*23,700.00*
				Amount	20,616.00	17,000.00	23,700.00
23	CHAIN LINK FENCE	40	LF	*Unit Price*	*40.50*	*150.00*	*107.00*
				Amount	1,620.00	6,000.00	4,280.00
24	CONCRETE FLATWORK 6" - TRAIL	22	SY	*Unit Price*	*167.00*	*170.00*	*164.00*
				Amount	3,674.00	3,740.00	3,608.00
25	8" HP POLYPROPYLENE PIPE	6	LF	*Unit Price*	*746.00*	*650.00*	*183.00*
				Amount	4,476.00	3,900.00	1,098.00
26	12" HP POLYPROPYLENE PIPE	6	LF	*Unit Price*	*676.00*	*526.00*	*203.00*
				Amount	4,056.00	3,156.00	1,218.00
27	15" HP POLYPROPYLENE PIPE	39	LF	*Unit Price*	*152.00*	*142.00*	*167.00*
				Amount	5,928.00	5,538.00	6,513.00
28	60" HP POLYPROPYLENE PIPE	1,645	LF	*Unit Price*	*407.00*	*406.00*	*377.65*
				Amount	669,515.00	667,870.00	621,234.25
29	WATER QUALITY SEPARATOR	1	EA	*Unit Price*	*123,526.00*	*120,000.00*	*111,900.00*
				Amount	123,526.00	120,000.00	111,900.00
30	7' X 7' BOX MANHOLE	1	EA	*Unit Price*	*17,804.00*	*18,000.00*	*18,700.00*
				Amount	17,804.00	18,000.00	18,700.00
31	96" DIAMETER MANHOLE	3	EA	*Unit Price*	*18,566.00*	*17,000.00*	*13,700.00*
				Amount	55,698.00	51,000.00	41,100.00
32	TYPE 16 CURB INLET	2	EA	*Unit Price*	*6,591.00*	*6,500.00*	*7,200.00*
				Amount	13,182.00	13,000.00	14,400.00
33	TRACER WIRE	1,755	LF	*Unit Price*	*0.75*	*1.00*	*0.50*
				Amount	1,316.25	1,755.00	877.50
34	TRACER WIRE ACCESS BOX	1	EA	*Unit Price*	*169.00*	*200.00*	*300.00*
				Amount	169.00	200.00	300.00
35	CURB & GUTTER	20	LF	*Unit Price*	*53.25*	*56.00*	*43.00*
				Amount	1,065.00	1,120.00	860.00
36	FLOWABLE FILL	465	CY	*Unit Price*	*146.00*	*155.00*	*124.00*
				Amount	67,890.00	72,075.00	57,660.00
37	ASPHALT PATCH	1,611	SY	*Unit Price*	*58.50*	*72.00*	*43.65*
				Amount	94,243.50	115,992.00	70,320.15
38	INSTALL EROSION CONTROL BMP'S & INLET PROTECTION	1	LS	*Unit Price*	*2,447.50*	*1,000.00*	*5,300.00*
				Amount	2,447.50	1,000.00	5,300.00
39	EROSION CONTROL - TURF REINFORCEMENT MAT	1,280	SY	*Unit Price*	*22.50*	*24.00*	*4.00*
				Amount	28,800.00	30,720.00	5,120.00
40	EROSION CONTROL - SEED ALL DISTURBED AREAS	0.32	AC	*Unit Price*	*7,277.50*	*2,500.00*	*10,000.00*
				Amount	2,328.80	800.00	3,200.00
41	EROSION CONTROL - VEHICLE TRACKING PAD	1	EA	*Unit Price*	*2,475.00*	*6,000.00*	*2,700.00*
				Amount	2,475.00	6,000.00	2,700.00
				Grand Total Bid	**$1,258,000.00**	**$1,354,711.00**	**$1,417,530.90**

All prices as submitted--Evaluation Committee will determine if bidder has met bid requirements.



N

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US Feet

BOULDER AVENUE OUTFALL

The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein

2022

City Clerk's Office Item # Q-2

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Members Lori Winner and Dennis Flores

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO UNITED WAY IN THE AMOUNT OF $500 TO SUPPORT THE PUEBLO MENTORING COLLABORATIVE COMMUNITY EVENT MENTORING EVENT

SUMMARY:

Attached for consideration is a request for sponsorship for the Thursday, June 10th event to celebrate and recognize quality mentoring in our community. The occasion includes a fully catered dinner, inspirational speakers, entertainment by Pueblo's talented youth, and mentor recognition. The event is 100% free to the public and will help the Pueblo Mentoring Collaborative provide an amazingly positive experience that promotes health, positivity, and encouragement for our Pueblo youth and families.

PREVIOUS COUNCIL ACTION:

City Council sponsored this event in 2021 for $500.

BACKGROUND:

City Council Members Lori Winner and Dennis Flores are requesting $500 to support their Pueblo Mentoring Collaborative which is an arm of United Way. The Collaborative is made up of a variety of local community service agencies which include; Boys and Girls Clubs of Pueblo County, Colorado State University-Pueblo, First Presbyterian Church Mentoring, Health Solutions, Pueblo Catholic Charities, Pueblo County Youth Advisory Council, Pueblo Department of Public Health and Environment, STARS Mentoring/Friends First, Southern Colorado Youth Development, State of Grace Counseling, United Way of Pueblo County, YWCA of Pueblo, and many other service agencies.

FINANCIAL IMPLICATIONS:

Funds in the amount of $500 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Pueblo United Way.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this request.

RECOMMENDATION:

This Resolution is at the request of City Council Members Lori Winner and Dennis Flores.

Attachments:
Resolution
Sponsorship Request
Contingencies spreadsheet

RESOLUTION NO. 14800

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO UNITED WAY IN THE AMOUNT OF $500 TO SUPPORT THE PUEBLO MENTORING COLLABORATIVE COMMUNITY EVENT MENTORING EVENT

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

SECTION 1.

Payment in the amount of $500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the Pueblo United Way to support the Pueblo Mentoring Collaborative's community event.

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 implement the policies and procedures described herein.

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED January 24, 2022

BY: Lori Winner
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

DATE	BALANCE IN 2021 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		$ 500.00		$ 99,500.00
					$ 99,500.00
					$ 99,500.00

CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: January 4, 2022

Name: Tanya Simental, Mentoring and Youth Engagement Manager

Business/Non-Profit Name: Pueblo Mentoring Collaborative/United Way of Pueblo County

Phone: 719-647-0445 E-Mail: mentor@pueblounitedway.org

Name of Event: Pueblo Mentoring Celebration: Showcasing Pueblo's Talented Youth

Date of Event: January 27, 2022 Amount requested: $500

******Supporting event documents must be attached to this request******

Make check payable to:

Business/Non-Profit Name: United Way of Pueblo County

Address: PO Box 11566, Pueblo, CO 81001

Phone: 719-225-8580

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: _____

City of Pueblo Sponsorship Request
Submitted by Pueblo Mentoring Collaborative
January 4, 2022

Pueblo Mentoring Celebration: Showcasing Pueblo's Talented Youth

January is National Mentoring Month and to mark the occasion, the Pueblo Mentoring Collaborative will host the Pueblo Mentoring Celebration: Showcasing Pueblo's Talented Youth on January 27, 2022. We respectfully request $500 to support this incredible event that celebrates the power of mentoring and the strengths of young people. The 7th annual occasion includes a fully catered dinner, inspirational speakers, entertainment by Pueblo's talented youth, and mentor recognition.

A primary focus of the celebration is to amplify the youth voice. Therefore, the Pueblo County Youth Advisory Council (PCYAC) is a significant partner. PCYAC provides youth feedback, community service, and leadership opportunities to young people within the Pueblo community; their members have a pivotal role in the development of the evening's flow of events and will also serve as emcees. Additionally, young entertainers will be in the spotlight to include vocalists, dancers, and a comedian. A mentor and high school mentee will share their testimony and highlight the impact of their relationship.

Because January 27, 2022, is also National Thank Your Mentor Day, all guests will be given a special gift that they in turn are encouraged to give to a mentor who has made a difference in their life. This small token of appreciation sets the stage for a spirit of thankfulness among the guests that is meant to ignite gratitude throughout the community.

The primary goals of this event are listed below:

- Provide a positive and encouraging event—free of charge—to the Pueblo community
- Celebrate the value of relationships between mentors and mentees
- Showcase Pueblo's talented youth
- Inspire gratitude among attendees that can be shared with others

The minimum number of people impacted by the event will be 200, as this is the seating capacity (based on COVID considerations) at the Olde Towne Carriage House. This number may also increase for any outside mentor who receives the token of appreciation from their mentee. The specific benefits for those in attendance include:

- Receive a fully catered meal
- Experience high-quality youth entertainment
- Witness the impact mentoring relationships have on our community
- Receive a gift that can be given to a mentor who has made a difference in their life
- Spend an evening immersed in positivity and gratitude

All of the benefits above will be provided free of charge.

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: January 24, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Vicente Martinez Ortega

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO AFRICAN AMERICAN CONCERN ORGANIZATION (PAACO), A COLORADO NONPROFIT CORPORATION, IN THE AMOUNT OF $750 TO SPONSOR A TABLE FOR THE ANNUAL STARS AND LIGHTS DINNER & DANCE

SUMMARY:

Attached for consideration is a request for sponsorship for the Annual Stars and Lights Dinner & Dance.

PREVIOUS COUNCIL ACTION:

No previous action.

BACKGROUND:

City Council Member Vicente Martinez Ortega is requesting $750 from the City Council Contingencies account to sponsor a table at the Annual Stars and Lights Dinner & Dance being held on February 5, 2022.

The organization's goal is to increase the number of African-American students entering into and graduating from an institution of higher learning. One way this goal is accomplished is by providing academic scholarships to qualified African-American and other minority students who need financial assistance to complete their education. PAACO has provide over 300scholarships to deserving students over the past twenty-eight years.

FINANCIAL IMPLICATIONS:

Funds in the amount of $750 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Pueblo African American Concern Organization.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this request.

RECOMMENDATION:

This Resolution is at the request of City Council Member Vicente Martinez Ortega.

Attachments:
Resolution
Sponsorship Request
Contingencies spreadsheet

RESOLUTION NO. 14801

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO AFRICAN AMERICAN CONCERN ORGANIZATION (PAACO), A COLORADO NONPROFIT CORPORATION, IN THE AMOUNT OF $750 TO SPONSOR A TABLE FOR THE ANNUAL STARS AND LIGHTS DINNER & DANCE

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

SECTION 1.

Payment in the amount of $750 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the Pueblo African American Concern Organization (PAACO) for sponsorship of a table for the Annual Stars and Lights Dinner & Dance.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED January 24, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

DATE	BALANCE IN 2021 CONTINGENCIES ACCOUNT		DEBIT	CREDIT	BALANCE
	Beginning Balance				$ 100,000.00
1/24/22	Pueblo United Way Mentoring Collaborative Community Event		$ 500.00		$ 99,500.00
1/24/22	PAACO Annual Stars and Lights Dinner & Dance		$ 750.00		$ 98,750.00
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PAACO

The Pueblo African American Concern Organization, Inc. (PAACO) was established in November 1992 to promote diversity in higher education. The organization's goal is to increase the number of African-American students entering into and graduating from an institution of higher learning. One of the ways PAACO accomplishes this goal is by providing academic scholarships to qualified African-American and other minority students who need financial assistance to complete their college education. Over the past twenty-eight years, PAACO has provided over 300 plus scholarships to deserving students. Your contributions make a difference in the lives of others.

Officers of PAACO Board of Directors

Dr. Carl Wright, President, Mrs. Helen Wiley, Vice President
Mrs. Jozette Hemphill, Secretary, Mrs. Olivia Myers, Interim Treasurer

Opportunities to Support PAACO

The Twenty-seventh Annual Scholarship Fundraiser will include opportunities for our community to assist PAACO with raising scholarship funds. Local businesses and artists have donated items for the Silent Auction, which begins during the cocktail hour.

Donations are also accepted at https://www.paaco.org/support-us.
Call 719-569-5018 for additional information.

THE PAACO ANNUAL

2022

DINNER & DANCE

FEBRUARY 5, 2022

SEAT ORDER FORM

____ INDIVIDUAL SEATS @ $75 = $ _____

✓ CORPORATE TABLES @ 750 = $ 750.00

CORPORATE TABLES INCLUDE 10 SEATS

CHECK ONE OF THE FOLLOWING

☐ CHECK ENCLOSED IN THE AMOUNT OF $ _____

☐ PURCHASE ORDER NUMBER _____

☒ PLEASE SEND AN INVOICE/BILL

☐ INDIVIDUAL ☒ BUSINESS

NAME Vicente Martinez Ortega

TITLE (IF APPLICABLE) City Council Member

COMPANY (IF APPLICABLE) City of Pueblo

EMAIL tsample@pueblo.us (Tracey Sample, Admin. Asst.)

STREET/P.O. BOX 1 City Hall Pl

CITY/STATE/ZIP Pueblo CO 81003

OFFICE PHONE ( ) 719-553-2655

HOME PHONE ( ) _____

USE THE ENCLOSED ENVELOPE TO RETURN THE FORM NO LATER THAN JANUARY 28, 2022

PAACO

P.O. BOX 11833
PUEBLO, COLORADO 81001
PLEASE CALL (719) 569-5018
FOR MORE INFORMATON
WWW.PAACO.ORG

2021-2022 PAACO STARS & LIGHTS DINNER & DANCE
Sponsorship Form

_____$250 - $499 **GOLD RECORD**

✓ $750 (includes corporate table) **PLATINUM RECORD**

_____$1,000 (includes 1 corporate table) **MULTI-PLATINUM RECORD**

_____$5,000 (includes 2 corporate tables) **DIAMOND RECORD**

_____ Other Donation $_____

_____ Corporate Tables @ $750 per table (10 seats each)

All donors/sponsors will be listed in the banquet brochure!

City Clerk's Office Item # R-1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Nicholas A. Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO THE GRANT AGREEMENT WITH THE COLORADO HEALTH FOUNDATION, ACCEPTING AN ADDITIONAL GRANT IN THE AMOUNT OF $13,600, BUDGETING AND APPROPRIATING THE GRANT FUNDS INTO PROJECT NO. CI2014, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an Amendment to the Grant Agreement with the Colorado Health Foundation ("Foundation"), accepting an additional grant in the amount of $13,600 from the Foundation and budgeting and appropriating the grant funds into Project No. CI2014. These particular funds were granted to the Pueblo Food Project by the Colorado Health Foundation in order to implement language equity programs as part of the community-driven strategic plan to address the food system and food access gaps in the City and County of Pueblo, Colorado.

PREVIOUS COUNCIL ACTION:

Ordinance 9793 accepting the Colorado Health Foundation grant and budgeting funds into CI2014.

BACKGROUND:

The purpose of the grant funds received from the Foundation is to enable the City to continue to implement a community-driven strategic plan to address food systems and food access gaps in both the City of Pueblo and Pueblo County. The City is required to provide the Foundation with an implementation report evaluating the chosen strategies for ending hunger and developing a local food system in Pueblo County. The City's Pueblo Food Project will be carrying out the activities to fulfill the purpose of the grant.

FINANCIAL IMPLICATIONS:

The amount of the additional grant is $13,600. No local match is required from the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the City will not receive the additional grant funds from the Foundation.

RECOMMENDATION:

Attachments:
Proposed Ordinance
Amendment to the Agreement with the Colorado Health Foundation

ORDINANCE NO. 10100

AN ORDINANCE APPROVING AN AMENDMENT TO THE GRANT AGREEMENT WITH THE COLORADO HEALTH FOUNDATION, ACCEPTING AN ADDITIONAL GRANT IN THE AMOUNT OF $13,600, BUDGETING AND APPROPRIATING THE GRANT FUNDS INTO PROJECT NO. CI2014, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Amendment to the Agreement ("Amendment") between the Colorado Health Foundation ("Foundation") and the City of Pueblo dated December 1, 2021, a copy of which is attached hereto and incorporated herein by this reference, and having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Amendment in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The additional Foundation grant funds in the amount of $13,600.00, and any other grant funds received pursuant to the Amendment and the Agreement with the Foundation, are hereby budgeted and appropriated into Project No. CI2014.

SECTION 4.

The officers and staff of the City are hereby authorized to perform any and all acts consistent with this Ordinance and the attached Amendment to implement the policies and procedures described therein.

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 January 10, 2022.

Final adoption of Ordinance by City Council on January 24, 2022.

President of City Council

Action by the Mayor:

☒ Approved on January 31, 2022 .

☐ 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 Colorado Health Foundation™

December 1, 2021

Monique Marez
Coordinator, Pueblo Food Project
Pueblo Food Project
1 City Hall Place
Pueblo, CO 81003

Dear Monique Marez:

The Colorado Health Foundation has approved additional funding for your grant ID#18768, “Pueblo Food Council.” The total approved grant amount has increased from $200,000 to $213,600.

As a result of the grant increase, the following payment has been amended as follows:

- Payment to be paid on December 9, 2021 is now $101,100.

This amendment reflects a change in the grant amount and payment information only and does not affect the terms of the original contract. This letter is incorporated as part of the grant agreement. Please append this letter to the agreement.

Feel free to contact me at (303) 953-3600 should you have any additional questions related to this or any other grant amendment. Otherwise Christopher Smith, Senior Program Officer, continues to be your primary contact for this project.

Please continue to keep us up to date on your progress. We are pleased to be partners in your important work.

Sincerely,

Cade Rosenberg

Cade Rosenberg
Grants Manager, Data and Reporting

1780 Pennsylvania Street, Denver, CO 80203
P 303-953-3600 F 303-322-4576
www.coloradohealth.org

DocuSign Envelope ID: 45617A8A-ABF8-442A-8732-C5D27892CF3D

The Colorado Health Foundation™

GENERAL, GRANTS TERMS, CONDITIONS, AND UNDERSTANDINGS

Title of Project:
Pueblo Food Council
Grant ID# 18768

Purpose of Project:
Focus on implementing a community-driven strategic plan to address the food system and food access gaps in the City and County of Pueblo, Colorado.

Grantee Organization (Fiscal Sponsor):	**Checks to be Made Payable to:**
City of Pueblo 1 City Hall Place Pueblo, CO 81003	City of Pueblo 1 City Hall Place Pueblo, CO 81003 Tax Identification Number: 84-6000615

Recommended Project of City of Pueblo:

Pueblo Food Council
1 City Hall Place
Pueblo, CO 81003

Amount of Grant Awarded:	**Period for Which Support is Granted:**
$ 200,000 over a 24-month period	*From* October 01, 2020 *Through* September 30, 2022

Contingencies, if any:

Special Provisions, if any:
As part of this grant, the Pueblo Food Council and coalition partners will participate as requested in CHF-provided technical assistance and peer-to-peer learning opportunities. The Pueblo Food Council and coalition partners are required to take part in any evaluation of CHF's Improving Community Food Systems funding opportunity.

Expected Intermediate Milestones:
Key intermediate milestones for the project are as follows:

Year 1

- Build upon/expand partnerships to measurably increase availability and access to fresh food in Pueblo
- Recruit SAME Cafe to Pueblo and begin implementation of workforce component
- Develop local food system support program in coordination with the Pueblo Economic Development Corporation (PEDCO)
- Develop and launch the PFP Local Farm and Food Business Support Program
- Increase food and farm literacy and education in public school district classrooms
- Develop PFP policy and advocacy infrastructure to educate and influence local and state authorities
- Year 1 progress report should include an update on implementation plan, with a specific focus on advancements made toward health equity, engagement of those with lived experience, and coalition development.

Year 2

- Final report should include an update on implementation plan, with a specific focus on advancements made toward health equity, engagement of those with lived experience, and coalition development.

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Intended Measurable Reach to be Reported on the Anticipated Number Served, if any:

Payment and Requirement Schedule

Requirement Due Date	Requirement	Payment Amount	Approximate Payment Schedule
September 21, 2020	Executed Agreement	$112,500	September 24, 2020
October 01, 2021	Progress Report	$87,500	November 18, 2021
October 31, 2022	Final Report		

Payments are contingent upon receipt and approval of the associated requirements.

The Foundation uses an online system to receive reports and other requirements. Please visit www.coloradohealth.org for more information

***Project Contact** (please correct the information below if necessary)	****Grantee Organization Primary Signatory** (please correct the information below if necessary)
Monique Marez Coordinator, Pueblo Food Project Pueblo Food Council 1 City Hall Place Pueblo, CO 81003	Mr. Nick Gradisar Mayor City of Pueblo 1 City Hall Place Pueblo, CO 81003

*The project contact is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project. The email associated with the project contact will be added to the Foundation's email distribution list upon grant approval. To opt out of the email distribution list please notify the Foundation by emailing grants@coloradohealth.org.

**The organization primary signatory is the CEO/Executive Director of the grantee organization (fiscal sponsor).

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The Colorado Health Foundation is awarding this Grant to the above named organization ("Grantee") and Grantee agrees to, the following:

1. Tax Exempt Status, Grantee represents that:
   a. To provide current and appropriate documentation if organization is a government supported agency, such as school, museum, library or government agency or department.
   b. To provide The Colorado Health Foundation with immediate written notification of any changes in the organization's tax-exempt status.

2. Expenditure of Funds
   This Agreement (together with any income earned upon investment of Grant funds) is made for the purpose outlined herein and may not be expended for any other purpose without The Colorado Health Foundation's prior written approval. If the Grant is intended to support a specific project or for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the period specified above on Page 1 (the "Grant Period") shall be returned immediately to The Colorado Health Foundation. With prior written approval from The Colorado Health Foundation the Grant Period may be extended in order to reach the anticipated outcomes. Requests should be submitted using the form and instructions found at www.ColoradoHealth.org in the "For Grantees" section.

3. Prohibited Use of Funds
   Grantee will not permit any Grant funds or income derived from such funds to be used for "political expenditures" as defined in Section 4955 of the Code, including but not limited to participation or intervention in a political campaign for a public office.

   This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive. Grantee intends to expend at least the amount of this grant on project non-lobbying and non-voter registration activities in Grantee's current fiscal year.

   Grantee represents that it is knowledgeable about Executive Order 13224 and the USA Patriot Act of 2001 and Grantee will not permit any Grant funds or income derived from such funds to be expended or re-granted so as to benefit any person or organization with ties to terrorists.

4. Anti-Discrimination Expectations
   Grantee will not willfully discriminate against a particular class of individuals and will abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices and when providing services.

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5. No Assignment or Delegation
   Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written approval of The Colorado Health Foundation.

6. Records and Reports
   Grantee must keep a record of all receipts and expenditures relating to this Agreement and to provide The Colorado Health Foundation with a written report summarizing the project promptly following the end of the Grant Period. The Colorado Health Foundation may also require interim reports. Grantee reports should describe progress achieving the Grant Purposes (including progress toward measurable results and intermediate milestones outlined above on Page 1) and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by The Colorado Health Foundation. If Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to The Colorado Health Foundation promptly after receipt. Grantee must keep the financial records with respect to the Grant and this Agreement, along with copies of any reports submitted to The Colorado Health Foundation, for at least four years following the year in which all Grant funds are fully expended.

7. Required Notification
   Grantee must provide The Colorado Health Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the Grant Purposes; or (2) any expenditure of Grant funds for any purpose other than the Grant Purposes; and, (3) any other breach by Grantee of this Agreement.

8. Reasonable Access for Evaluation and Oversight
   The Colorado Health Foundation incorporates evaluation into its charitable grant-making so that it and the Grantee can understand the impact of the Grant and how to improve the impact of the charitable grant-making moving forward, and for the benefit of other Grantees and for the State of Colorado. As a condition to the receipt of this Grant, Grantee agrees to comply with and to participate in any requests from The Colorado Health Foundation to conduct an evaluation of the effectiveness of this grant (the "Evaluation") either individually with the Grantee or with multiple grantees as part of a broader strategy of The Colorado Health Foundation, including but not limited to follow-up reporting and/or additional activities above and beyond those listed in the Payment and Requirements section of this Agreement.

   Grantee will permit The Colorado Health Foundation and its representatives, at its request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as The Colorado Health

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Foundation deems necessary or appropriate concerning the Grant and to discuss Grantee's programs, procedures and operations with Grantee's personnel.

9. Research Involving Human Subjects:
   If the Grant is to be used in whole or in part for research involving human subjects, Grantee hereby certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

10. Publicity:
    The Colorado Health Foundation encourages Grantee to publicize information concerning the Grant in the Grantee's newsletters, annual reports, press releases, Web-site and other relevant media. Grantee will obtain written approval by The Colorado Health Foundation of any content promoting information related to the grant, the organization or Foundation staff prior to releasing or publicizing such information. If Grantee has received these funds for "General Operating Support," The Colorado Health Foundation expects to be acknowledged as a sponsor for major events by the inclusion of The Colorado Health Foundation's logo in the event promotion materials and print collateral.

    The Colorado Health Foundation welcomes any photographs relevant to the Grant for The Colorado Health Foundation's use. Photos must have prior client releases (if applicable) for publication purposes.

    Without further notice to or consent from Grantee, The Colorado Health Foundation may include information regarding this Agreement and/or Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials (provided by Grantee) and its activities, in The Colorado Health Foundation's periodic public reports, newsletters, Web-site and news releases.

11. Colorado Charitable Solicitations Act
    Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

12. Right to Modify or Revoke
    The Colorado Health Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in The Colorado Health Foundation's sole judgment , such action is necessary or prudent: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of The Colorado Health Foundation;

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or (3) to comply with the requirements of any law or regulation applicable to Grantee, The Colorado Health Foundation, or this Grant.

13. Termination
The Colorado Health Foundation's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Grantee.

In addition to its right of revocation under Paragraph 12 above, The Colorado Health Foundation may terminate this Agreement at any time by giving Grantee at least 30 days of written notice. Upon termination of this agreement for any reason, all payments by The Colorado Health Foundation to Grantee shall cease at such time as may be determined by The Colorado Health Foundation.

Termination or revocation of this Agreement by The Colorado Health Foundation will not terminate Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to The Colorado Health Foundation. Grantee's obligations under Paragraphs 6, 8, 10 and 16 shall also survive termination of this Agreement.

14. Special Conditions and Reporting
Grantee will submit reports to The Colorado Health Foundation according to the reporting schedule set forth on page one of this Agreement.

The Colorado Health Foundation requires grantees to share any public opinion research conducted with foundation funds. Public opinion research includes both qualitative and quantitative methods to learn about the thoughts, perceptions, or beliefs of the general public, including but not limited to focus groups, ethnography, online surveys, and telephone polling. Grantees should plan to share the results of this research, including findings and reports, with the foundation. The Colorado Health Foundation will not share the research without permission from the grantee.

15. Amendment
This Agreement may be amended, supplemented or extended only by written communication signed by The Colorado Health Foundation.

16. No Partnership Agency or Third Party Beneficiaries
Nothing contained in this Agreement shall create or be deemed to create a partnership or agency between The Colorado Health Foundation and Grantee and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.

17. Intellectual Property
(a) Grantee represents and warrants that it owns or has the right to use all intellectual property that will be employed by Grantee or its agents in the performance of this

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Agreement, including without limitation, Grantee's obligations under subsection (c) below.

(b) All works and matters created or discovered through the performance of this Agreement, including but not limited to, implementation methodologies, best practices guides and training curricula (the "Work"), are owned by the Grantee provided, however, that the Work may be used by Grantee only in furtherance of charitable purposes (i.e., activities recognized by the IRS as charitable and not resulting in "unrelated business taxable income" as defined in Section 512 of the Code), unless otherwise agreed in writing by The Colorado Health Foundation.

(c) Grantee hereby grants to The Colorado Health Foundation a nonexclusive, irrevocable, perpetual, worldwide, fully transferable, royalty-free license to (i) the Work, to make, use, sell, license to others, reproduce, create derivative works of, publish, republish, distribute, perform and display the Work in any current or future form and for any purpose in furtherance of charitable purposes, and (ii) any other intellectual property incorporated into or used in connection with the Work to the extent reasonably necessary to enable The Colorado Health Foundation to use and practice the licensed Work. The license herein granted to The Colorado Health Foundation shall vest without any further action on the part of Grantee. Without the prior written consent of The Colorado Health Foundation, Grantee will not enter into any agreement with a third party that would restrict Grantee's ability to perform its obligations under this subsection (c).

18. Disclaimer
Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by The Colorado Health Foundation that the services rendered by Grantee are adequately or properly rendered on either an individual or program-wide basis. Grantee shall have sole responsibility for all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's performance or failure to perform under this Agreement.

19. Controlling Document
The terms and conditions of this Agreement shall be the controlling document between The Colorado Health Foundation and Grantee. All verbal communication, notes, minutes or other documentation of The Colorado Health Foundation shall be deemed merged into this Agreement. In making this Grant, The Colorado Health Foundation has relied on the information and representations submitted to The Colorado Health Foundation by Grantee and Grantee represents that all such information and representations are true and complete.

20. Future Funding

Grantee acknowledges that, except as expressly provided in this Agreement, The Colorado Health Foundation has no obligation to Grantee with respect to any additional or future funding.

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21. Counterparts; Electronic Signature

This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, other means of electronic transmission, or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Signature Page Follows]

DocuSign Envelope ID: 45617A8A-ABF8-442A-8732-C5D27892CF3D

Amy Latham | September 16, 2020

Amy Latham
Vice President, Philanthropy
The Colorado Health Foundation

Date

The undersigned certify that they are duly authorized officers of Grantee and, as such, are authorized to accept this contract on behalf of Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED TO:

Nick Gradisar

CEO/Executive Director of City of Pueblo (typed/printed name)

Nicholas Gradisar | September 16, 2020

CEO/Executive Director (signature)

Date

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 10, 2022

TO: President Larry W, Atencio and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING A COOPERATIVE PURCHASING AGREEMENT FOR TRANSIT BUSES BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND THE STATE OF WASHINGTON ACTING BY AND THROUGH THE DEPARTMENT OF ENTERPRISE SERVICES, A WASHINGTON STATE GOVERNMENTAL AGENCY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Cooperative Agreement between the City of Pueblo and the State of Washington, Department of Enterprise Services authorizing the City of Pueblo to purchase two Hybrid busses from their existing State bus purchasing contract.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Transit has been awarded a Federal 2020-5307 Federal Cares act grant and placed into project BC2102 in the amount of $1,596,989. These funds are intended to replace two cutaway vans for the Citi-Lift program and purchase two 35' Low Floor Hybrid Buses for Pueblo Transit.

FINANCIAL IMPLICATIONS:

The anticipated total project cost is $1,596,989.00. There is no local City match as the 5307-Cares act Grant is 100% with no match required.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should this Ordinance not pass, the City would have to turn back $1,596,989.00 to the Federal Transit Administration and future grant opportunities would be jeopardized.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
City of Pueblo and Washington State Cooperative agreement

ORDINANCE NO. 10101

AN ORDINANCE APPROVING A COOPERATIVE PURCHASING AGREEMENT FOR TRANSIT BUSES BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND THE STATE OF WASHINGTON ACTING BY AND THROUGH THE DEPARTMENT OF ENTERPRISE SERVICES, A WASHINGTON STATE GOVERNMENTAL AGENCY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Cooperative Purchasing Agreement for Transit Buses between and Pueblo, a Municipal Corporation, and the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency, 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 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 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 January 10, 2022.

Final adoption of Ordinance by City Council on January 24, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on January 31, 2022 .

☐ 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

COOPERATIVE PURCHASING AGREEMENT

FOR

TRANSIT BUSES

MASTER CONTRACT NO. 06719

This Cooperative Purchasing Agreement for Transit Buses ("Agreement") is made and entered into by and between the State of Washington acting by and through the Department of Enterprise Services, a Washington State governmental agency ("Enterprise Services") and Pueblo, a municipal corporation ("Authorized Purchasing Entity") and is dated and effective as of _December 6 __, 2021.

R E C I T A L S

A. Pursuant to Legislative authorization, Enterprise Services, on behalf of the State of Washington, is authorized to develop, solicit, and establish master contracts for goods and/or services to support Washington state agencies. *See* RCW 39.26.050(1). The Washington State Legislature also has authorized Enterprise Services to make these master contracts available, pursuant to an agreement in which Enterprise Services ensures full cost recovery, to other local or federal government agencies or entities, public benefit nonprofit organizations, and any tribes located in the State of Washington. *See* RCW 39.26.050(1) & (2).

B. In addition, Enterprise Services is authorized "to participate in, sponsor, conduct, or administer a cooperative purchasing agreement." *See* RCW 39.26.060(1).

C. Master Contract Cooperative Purchasing Agreements provide an opportunity for Enterprise Services to meet the needs of its customers and, by designing and developing the Competitive Solicitation and resulting Master Contract to include the opportunity for cooperative utilization by Authorized Purchasing Entities through a Cooperative Purchasing Agreement, to meet the needs of similarly situated purchasing entities who collectively enable an innovative, cost-effective, and efficient procurement solution for awarded contractors and eligible purchasers.

D. The above-referenced Master Contract was competitively bid, evaluated, and awarded pursuant to the State of Washington's procurement laws for goods/services. *See* RCW 39.26. The procurement and resulting Master Contracts were designed to create competition and awarded contractors for a variety of Transit Buses (contract categories).

E. The above-referenced Master Contract was designed to and meets Federal Transit Administration ("FTA") requirements for a State Cooperative Purchasing Contract under the FAST Act Sec. 3019. *See* Pub.L. 114-94.

F. There are no pending protests or lawsuits pertaining to the procurement or award of the Master Contract.

G. Enterprise Services maintains procurement and contract records pertaining to the Master Contract including the Competitive Solicitation, Bid Tab, Bidder Profiles, and resulting Master Contracts. In addition, Enterprise Services Transit Buses website identifies the various awarded contractors.

H. The purpose of this Agreement is to enable the Authorized Purchasing Entity to utilize the above referenced Master Contract consistent with the terms thereof and the terms and conditions set forth herein.

A G R E E M E N T

NOW THEREFORE, in consideration of the mutual promises, covenants, and conditions set forth herein, the parties hereto hereby agree as follows:

1. TERM. Upon execution, this Cooperative Purchasing Agreement shall continue for the term of the applicable Master Contract, as amended or extended; *Provided*, however, that, upon written notice to Enterprise Services, Purchasing Entity may terminate its participation in this Cooperative Purchasing Agreement and its ability to utilize the above-referenced Master Contract.

2. AUTHORIZATION TO UTILIZE THE MASTER CONTRACT. Consistent with the terms and conditions of the Master Contract and Purchasing Entity's applicable procurement law, Purchasing Entity is authorized to utilize the above-referenced Master Contract as a procurement solution. The State of Washington makes no representation or warranty regarding Purchasing Entity's governing law or whether the Master Contract is an appropriate procurement solution for Purchasing Entity.

3. CONTRACTOR CONSENT. Consistent with its applicable procurement authority, Purchasing Entity may propose and negotiate jurisdiction-specific terms with the applicable awarded Contractor to meet Purchasing Entity's needs; *Provided*, however, that any such jurisdiction-specific modifications are subject to agreement with the applicable awarded Contractor. **Under no circumstances, however, will Purchasing Entity's jurisdiction-specific modifications change or modify the Master Contract obligations between the State of Washington and the applicable awarded Contractor.** Upon execution of Purchasing Entity's agreement with the applicable awarded Contractor, Purchasing Entity shall provide a copy of the same to Enterprise Services prior to making any purchases under the Master Contract.

4. VENDOR MANAGEMENT FEE. The Vendor Management Fee set forth in the Master Contract shall be paid by the applicable Contractor to Enterprise Services on all applicable purchases. In no event shall Purchasing Entity modify, waive, or terminate the Vendor Management Fee. Any such modification, waiver, or termination of the Vendor Management Fee shall be deemed a material breach of this Agreement and shall terminate the Agreement; and, in the event Purchasing Entity attempts to modify, waive, or terminate the Vendor Management Fee, Purchasing Entity shall, by such act, agree to notify Enterprise Services of the same and to pay to Enterprise Services, within thirty (30) days, the equivalent of the otherwise applicable Vendor Management Fee.

5. ACCURATE PURCHASES. Purchasing Entity shall make orders within the scope of the Master Contract. Any purchases outside of the scope of the Master Contract shall constitute a breach of this Agreement. IN the event of such breach, Enterprise Services may terminate this Agreement, including the authorization for any purchases by Purchasing Entity under the Master Contract. Purchasing Entity represents and warrants that it shall use reasonable, good faith efforts to assist the Contractor

in obtaining and reporting to Enterprise Services accurate purchases under the Master Contract for purposes of the applicable Vendor Management Fee.

6. AGREEMENT MANAGEMENT; NOTICES; PURCHASING ENTITY CONTRACT ADMINISTRATOR.

   (a) AGREEMENT MANAGEMENT; NOTICES. The parties hereby designate the following contacts as the respective single points of contact for purposes of this Agreement. The parties may change such individuals by written notice as set forth below. Any notices required or desired shall be in writing and sent by U.S. mail, postage prepaid, or sent via email, and shall be sent to the respective addressee at the respective address or email address set forth below or to such other address or email address as the parties may specify in writing:

Enterprise Services	Mesa County RTPO
Attn: Bus Purchases Department of Enterprise Services PO Box 41411 Olympia, WA 98504-1411	Attn: __Benjamin Valdez_____ _Pueblo Transit _____ _350 Alan Hamel Ave _____ _Pueblo, CO 81003__
Email: buspurchases@des.wa.gov	Tel: (719) 553-2706 Email: _bvaldez@pueblo.us____

   Notices shall be deemed effective upon the earlier of receipt, if mailed, or, if emailed, upon transmission to the designated email address of said addressee.

   (b) PURCHASING ENTITY INFORMATION. Purchasing Entity hereby designates the following contract administrator as the single point of contact for business activities under this Agreement.

Purchasing Entity Information	
Organization Name	Pueblo Transit
Tax Identification Number	98-03305
State Business Identification Number (Required for Non-Profit entities)	N/A
Contact Name for Contract Administrator	Benjamin Valdez
Title	Transit Director
Address	350 Alan Hamel Ave
City, State, Zip	Pueblo, CO 81003
Phone Number	719-553-2706
Email Address	bvaldez@pueblo.us

7. COMMUNICATION. In the event Purchasing Entity becomes aware of a significant contract performance issue pertaining to the Master Contract that, in Purchasing Entity's reasonable judgment, could adversely impact the State of Washington, Purchasing Entity shall communicate the same to Enterprise Services.

8. CONTRACTOR DISPUTES. Purchasing Entity is responsible for resolving any disputes between itself and the applicable Master Contract Contractor regarding its purchases. Purchasing Entity shall notify Enterprise Services of any material dispute between Purchasing Entity and the applicable Master

Contract Contractor. When appropriate, Enterprise Services may assist Purchasing Entity in resolving such disputes.

9. NO LIABILITY. Other than those obligations expressly set forth in this Agreement, including the right of the State of Washington to the Vendor Management Fee, the parties shall have no liability whatsoever to each other with regard to transactions arising out of this Agreement or the Master Contract.

10. TAXES/FEES. Unless otherwise agreed with Contractor, Purchasing Entity shall pay applicable sales and use taxes imposed by the tax jurisdictions in which purchase delivery occurs. Contractor agrees not make any charge for federal excise taxes and Purchasing Entity shall furnish Contractor with an exemption certificate where appropriate.

11. SCOPE OF PARTICIPATION. Purchasing Entity shall provide Enterprise Services with Purchasing Entity's estimates for purchases under the Master Contract. Purchasing Entity shall provide timely updates regarding such estimated purchases if there is a material change in such planned purchases. The purchasing estimates are for Enterprise Services' planning purposes in managing and approving purchases on the Master Contract.

Category	Estimated Purchases
Heavy Duty	2
Light/Medium Duty	0
Double Decker	0
Rebuilt	0
Refurbish	0
Repower	0

12. APPROVAL PROCESS. Purchasing Entity shall submit purchase information to Enterprise Services for approval of purchases under the Master Contract. Purchasing Entity shall provide necessary purchase information for each purchase including but not limited to, the final purchase order, the use of FTA funding, FTA grant number, and applicable Department of Transportation contact for approval. Enterprise Services shall include the respective state Department of Transportation for purchasing using FTA funds which require state DOT approval.

13. GENERAL PROVISIONS

    (a) ENTIRE AGREEMENT. This Agreement constitutes the entire agreement and understanding of the parties with respect to the subject matter and supersedes all prior negotiations and representations. There are no representations or understandings of any kind not set forth herein.

    (b) AMENDMENT OR MODIFICATION. Except as set forth herein, this Agreement may not be amended or modified except in writing signed by a duly authorized representative of each party.

    (c) AUTHORITY. Each party to this Agreement, and each individual signing on behalf of each party, hereby represents and warrants to the other that it has full power and authority to enter into this Agreement and that its execution, delivery, and performance of this Agreement has been fully authorized and approved, and that no further approvals or consents are required to bind such party.

(d) ELECTRONIC SIGNATURES. An electronic signature or electronic record of this Agreement or any other ancillary agreement shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement or such other ancillary agreement for all purposes.

(e) COUNTERPARTS. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which counterparts together shall constitute the same instrument which may be sufficiently evidenced by one counterpart. Execution of this Agreement at different times and places by the parties shall not affect the validity thereof so long as all the parties hereto execute a counterpart of this Agreement.

EXECUTED as of the date and year first above written.

TRANSIT BUSES COOPERATIVE
STATE OF WASHINGTON
DEPARTMENT OF ENTERPRISE SERVICES

By: 

Name: Jaime Rossman

Title: Assistant Director

AUTHORIZED PURCHASING ENTITY
PUEBLO, A MUNICIPAL CORPORATION

By: _____

Name: Nicholas A. Gradisar

Title: Mayor

Return this Agreement to Enterprise Services at:
buspurchases@des.wa.gov

City Clerk's Office Item # R-3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Transit Director

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE COUNTY OF PUEBLO EXTENDING PUBLIC TRANSIT SERVICES WITHIN THE UNINCORPORATED AREAS OF PUEBLO COUNTY, COLORADO

SUMMARY:

Attached is an Intergovernmental Agreement between the City of Pueblo and County of Pueblo for providing public transit services to the Salt Creek Neighborhood in unincorporated area of Pueblo County.

PREVIOUS COUNCIL ACTION:

The City and County of Pueblo originally entered into an Agreement for Extended Transit Services dated as of December 12, 1997 relating to the provision of public transit services within the unincorporated areas of Pueblo County, Colorado. The agreement has been extended as necessary since the original approval.

BACKGROUND:

Approval of the agreement allows continued services to the Salt Creek neighborhood on Route 11, the Red Creek Route. Agreement expired December 31, 2020.

FINANCIAL IMPLICATIONS:

Pueblo County will pay $68,500 to the City of Pueblo for the cost of services for 2020 thru 2025.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for Pueblo Transit to discontinue service to the neighborhood reducing ridership on the Red Creek Route by approximately 15,500 passenger trips annually.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Inter-Governmental Agreement

ORDINANCE NO. 10102

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE COUNTY OF PUEBLO EXTENDING PUBLIC TRANSIT SERVICES WITHIN THE UNINCORPORATED AREAS OF PUEBLO COUNTY, COLORADO

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

SECTION 1.

The Agreement for Extended Transit Services to the Salt Creek Neighborhood between the City of Pueblo and Pueblo County, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Intergovernmental Agreement in the name of the City and the City Clerk is directed 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 the intent of this Ordinance and the attached Grant Agreements to implement the transactions 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 January 10, 2022.

Final adoption of Ordinance by City Council on January 24, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on January 31, 2022 .

☐ 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

AGREEMENT FOR EXTENDED TRANSIT SERVICES TO THE SALT CREEK NEIGHBORHOOD

THIS AGREEMENT is entered into with an effective date of January 1, 2021, by and between the County of Pueblo, a body corporate and politic, acting by and through s Board of Commissioners (hereinafter referred to as "County") and the City of Pueblo, a Municipal Corporation (hereinafter referred to as the "City").

WITNESSETH:

WHEREAS, pursuant to its home rule authority and the authority granted by statute, including but not limited to C.R.S. § 31-15-711(1)(g), the City is authorized to develop, maintain and operate mass transit systems, either individually or jointly with any other government, and pursuant to that authority the City is maintaining and operating a mass transit system within the corporate boundaries of the City; and

WHEREAS, the County is authorized by virtue of C.R.S. § 30-11-101(1)(f) to develop, maintain and operate mass transit systems either individually or jointly with any government; and

WHEREAS, the City and the County may contract with one another to provide a mass transit system of the type deemed needed by the citizens of and visitors to the area pursuant to authority in C.R.S. §§ 30-11-101(1)(f) and 31-15-711(1)(g) as implemented by C.R.S. § 29-1- 201, *et seq.*; and

WHEREAS, the City and County have previously entered contracts to provide a mass transit system including most recently the January 1, 2020 Agreement for Extended Transit Services to the Salt Creek Neighborhood ("Prior IGAs"); and

WHEREAS, the City, at the request of the County, is willing to continue to develop, maintain and operate said system incorporating and including service to and from the Salt Creek neighborhood within the geographic boundaries which are under the jurisdiction of the County and outside the corporate boundaries of the City; and

WHEREAS, the City and the County do jointly desire to provide this service as herein established under the terms of this Agreement.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. OPERATION OF MASS TRANSIT SYSTEM.

(a) Subject to the terms and conditions set forth herein, the City and the County agree to operate a joint mass transit system by bus within the Salt Creek neighborhood located within the unincorporated area of Pueblo County, Colorado (hereinafter referred to as the "System"). The parties agree that the City will be the sole manager and operator of the System herein established. In managing and operating the System, the City shall have the right to utilize all of the roads, highways and rights of way of the County capable of safely handling buses without charge therefor by the County. The

fixed routes for the System, shall be established by the City in its sole judgment and discretion.

(b) The parties recognize and acknowledge that the City has for many years separately operated an urban mass transit system serving the residents and transportation needs of the City and its residents. The operation of the urban mass transit system within the corporate boundaries of City shall remain separate and not subject to any provisions of this Agreement. The operation of the joint System pursuant to this Agreement is intended to authorize expansion of the City transit system beyond the City's corporate boundaries in unincorporated areas of Pueblo County, consistent with maintaining the existing level of urban mass transit service, the availability of buses, personnel and support systems, the need for service beyond City's corporate boundaries, fare and subsidy revenues available for service beyond City's corporate boundaries, and contractual and regulatory limitations arising from City's receipt of federal financial assistance for mass transit. The determination of the appropriateness for and degree of such expansion of the transit system, if any, shall be made by the City in its sole judgment and discretion.

(c) In developing, operating and maintaining the System, the City will use its buses, personnel, contractors, support systems, management and administrative systems.

2. REVENUE AND EXPENDITURES.

(a) The parties agree that reasonable charges or fares may be assessed and collected from persons utilizing the System established within the scope of this Agreement. The decision as to the amount of such fares and to any rules and regulations in connection with such System shall be made by the City. All revenues derived from any such fares or charges shall be and remain property of the City and shall be used to defray the operation and maintenance expenses of the System.

(b) In addition to the foregoing, City may apply for and receive state and federal grants and other financial assistance for purposes of acquiring property for use in or in conjunction with the System, and for purposes of subsidizing operation, maintenance and administrative expenses of the System. All such grants and assistance shall become and remain the property of the City, and City shall be responsible for compliance with all contractual and regulatory requirements associated with receipt of such grants and assistance.

(c) City may, but shall not be required to, provide additional City funds for capital improvements benefitting the System, acquiring or leasing property for use in conjunction with the System, or for subsidizing the operation, maintenance and administrative expenses of the System. The decision concerning whether to provide such additional City funds shall at all times remain vested in the City Council of City whose decision thereon shall be conclusive.

(d) The County shall be required to provide County funds for subsidizing the operation, maintenance and administrative expenses of the System. For the initial year of this Agreement, the County shall pay the City the amount of Sixty-Eight Thousand and Five Hundred Dollars ($68,500.00) to subsidize the operation, maintenance and administrative expenses of the System ("County Subsidy"). The County Subsidy shall increase by three percent (3%) each year thereafter for the duration of this Agreement. The County shall pay the County Subsidy to the

City on a quarterly basis. Nothing in this paragraph is intended to modify the authority of City to establish such fixed routes as it deems appropriate in its sole judgment and discretion.

3. NO IMPAIRMENT OF EXISTING CONTRACTS.

Nothing in this Agreement is intended to alter, amend, modify or impair any existing contract entered into by the City concerning operation of the City's separate transit system or the System, including but not limited to any binding collective bargaining agreement and any agreement with the Pueblo Transportation Company.

4. LIABILITY AND INSURANCE.

As between City and County, City (as the manager and operator of the System) agrees to assume the risk of personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the operation of the System or by the conditions created thereby; provided, however, that nothing in this paragraph is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred under or by virtue of federal or state law, including but not limited to the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, *et seq.* City shall provide and maintain Workers' Compensation insurance coverage or self-insurance on its employees complying with the requirements of State law.

5. NOT GRANT OF FRANCHISE.

The establishment of this Agreement shall not be construed as an exclusive grant or franchise prohibiting similar grants, franchises or agreements pertaining to mass transit systems or other common carriers operating within the territorial jurisdiction of either the City or County.

6. TERM.

The term of this Agreement shall be for a period of five (5) years; provided, however, that same may be cancelled and terminated upon one hundred eighty (180) days advance written notice by either party to the other, in which case each party shall be released from all further liability and obligations hereunder except for (a) liabilities and obligations specifically incurred by the party under a separate written contract or other instrument, (b) obligations and liabilities imposed by operation of law, and (c) liabilities and obligations arising from leases entered into at the specific request of the party as a condition for provision of funding.

7. EQUAL EMPLOYMENT OPPORTUNITY.

In connection with the performance of this Agreement, City shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, sexual orientation, disability or age. City shall endeavor to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, religion, sex, national origin, sexual orientation, disability or age.

8. ENTIRE AGREEMENT; AMENDMENTS.

The provisions set forth in this Agreement constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. City and County hereby release one another from any claims arising from the Prior IGAs. No amendment or modification of this Agreement, and no waiver of any provision of this Agreement, shall be binding unless made in writing and executed by the duly authorized officers of both the City and County.

9. SIGNATURES.

The persons signing this Agreement on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter into, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

IN WITNESS WHEREOF, the City and the County have executed this Agreement as of the date first above written and under laws of the State of Colorado.

ATTEST:

By: _____
Clerk to the Board

COUNTY OF PUEBLO

By: _____
Chair, Board of County Commissioners

Date: 12/7/21

ATTEST:

By: _____
City Clerk

[S E A L]

CITY OF PUEBLO
A Municipal Corporation

By: _____
Mayor

Date: _____

APPROVED AS TO FORM:

By: _____
County Attorney

APPROVED AS TO FORM:

By: _____
City Attorney

City Clerk's Office Item # R-4

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 1 TO THE CITY OF PUEBLO DESCRIBED AS 80.40 ACRES OF LAND LOCATED NORTH OF THE U.S. HIGHWAY 50 WEST AND THE PUEBLO BOULEVARD INTERCHANGE

SUMMARY:

The Petitioner is requesting to annex the property containing 80.40 acres into the City of Pueblo commonly known as the Wildhorse Annexation 1 to the City of Pueblo. This is the first phase of a two-phase annexation that will total 179.38 acres.

PREVIOUS COUNCIL ACTION:

On June 14, 2021 City Council approved a Resolution No. 14632 preliminarily determining that the petition for annexation of the area commonly known as the Wildhorse Annexation 1 is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Wildhorse Annexation 1 is located north of the U.S. Highway 50 West and the Pueblo Boulevard Interchange. The Petitioner is requesting to annex 80.40 acres into the City to facilitate the development of a mixture of retail uses, high density residential, and business park uses. The proposed annexation site is located north of unincorporated Pueblo County (A-1, Agricultural One, A-2, Agricultural Two, A-3, Agricultural Three Districts), which are undeveloped except for a self-storage facility within the A-2 Agricultural District. The property to the east is undeveloped A-1, Agricultural One in Pueblo County. The property to the south has A-3, Agricultural Three, A-1, Agricultural One, and S-1, Public Use Districts within unincorporated Pueblo County. There is one residence south of the property within the Holiday Hills Subdivision in unincorporated Pueblo County. In addition, the Colorado Department of Transportation Maintenance Facility and Yard is located south of the property within city limits. The area west of the property is undeveloped A-3, Agricultural Three in Pueblo County.

The annexation agreement identifies that the property will be zoned City A-1, Agricultural One as an interim zone district. The annexation agreement allows for the A-1 zone district to continue for not more than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

FINANCIAL IMPLICATIONS:

The Petitioners acknowledge and agree that upon the annexation, the property shall become subject to the Charter, Ordinances, Resolutions, rules, and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services, including but not limited to sanitary sewer services, to the area proposed to be annexed.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 8, 2021, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Avalos to recommend approval of the proposed annexation petition. Motion passed 7-0.

STAKEHOLDER PROCESS:

Annexation Impact Reports have been filed with taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

City Council could vote to not approve the annexation Ordinance. The applicant could resubmit an annexation petition in the future subject to the applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1).

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Wildhorse Annexation Agreement
Wildhorse Annexation 1 Plat
Minutes of the Planning and Zoning Commission December 8, 2021
Planning and Zoning Commission Staff Report with Exhibits

ORDINANCE NO. 10103

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION PHASE 1 TO THE CITY OF PUEBLO DESCRIBED AS 80.40 ACRES OF LAND LOCATED NORTH OF THE U.S. HIGHWAY 50 WEST AND THE PUEBLO BOULEVARD INTERCHANGE

WHEREAS, the City Planning and Zoning Commission has recommended that the area described in Section 1 hereof be annexed to the City of Pueblo; and,

WHEREAS, the City Council has heretofore found and determined by Resolution that the Petition for Annexation and the area described in Section 1 hereof to be in compliance with the notice and other applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1); and,

WHEREAS, the City Council has by Resolution found and determined that an election is not required under C.R.S. §31-12-107 (2) and no additional terms and conditions are to be imposed upon the area described in Section 1 other than those set forth in the Petition for Annexation and the Annexation Agreement; NOW,THEREFORE,

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

SECTION 1.

The following described area situated in Pueblo County, Colorado, is hereby annexed to Pueblo, a Colorado Municipal Corporation, subject to the terms and conditions set forth in the Petition for Annexation and the Annexation Agreement, and the official map of the City shall be amended to show such annexation:

1. **AREA TO BE ANNEXED**

WILDHORSE ANNEXATION 1

A portion of three parcels of land located in sections 9 and 10, Township 20 South, Range 65 West, of the 6th Principal Meridian in the County of Pueblo and State of Colorado, being more particularly described as follows:

Commencing at the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10; Thence S89 degrees 10 minutes 16 seconds W, a distance of 612.25 feet to the point of beginning the present city limits line; thence N89 degrees 10 minutes 16 seconds E, a distance of 612.25 feet; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the

Northeast corner of the W 1/2 of E ½ of the SW ¼ of section 10; thence S88 degrees 57 minutes 11 seconds W, along the said north line, a distance of 665.40 feet, to the Northwest corner of the W ½ of the E ½ of the SW ¼ of Section 10; thence S0 degrees 0 minutes 0 seconds W, a distance of 1492.67 feet; thence N90 degrees 0 minutes 0 seconds W, a distance of 2318.65 feet; thence S 29 degrees 39 minutes 59 seconds E, a distance of 1269.12 feet to a point on the west line of the E ½ of the E ½ of the E ½ of the SE ¼ of said Section 9 and the north line of Colorado State Highway No. 50, and the present city limits line; thence S 88 degrees 08 minutes 38 seconds E, continuing along said City Limits line, a distance of 178.88 feet; thence N 77 degrees 48 minutes 53 seconds E, continuing along said City Limits line, a distance of 152.37 feet; thence N 77 degrees 32 minutes 17 seconds E, continuing along said City Limits line, a distance of 312.70 feet; thence N 67 degrees 53 minutes 08 seconds E, continuing along said City Limits line, a distance of 309.71 feet; thence N 10 degrees 48 minutes 11 seconds, continuing along said City Limits line, a distance of 460.12 feet; thence S 74 degrees 30 minutes 12 seconds E, continuing along said City Limits line, a distance of 441.31 feet; thence S 06 degrees 04 minutes 05 seconds E, continuing along said City Limits line, a distance of 385.19 feet; thence S 23 degrees 35 minutes 46 seconds E, continuing along said City Limits line, a distance of 141.19 feet; thence S 55 degrees 35 minutes 35 seconds E, continuing along said City Limits line, a distance of 166.17 feet to a point on the south line of W ½ of the E ½ of the SW ¼ of said section 10 and the point of beginning.

Containing 80.40 acres, more or less.

2. PROPOSED NEW CITY LIMITS LINE:

Commencing at the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10; Thence S89 degrees 10 minutes 16 seconds W, a distance of 612.25 feet to the point of beginning the present city limits line; thence N89 degrees 10 minutes 16 seconds E, a distance of 612.25 feet; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E ½ of the SW ¼ of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the said north line, a distance of 665.40 feet, to the Northwest corner of the W ½ of the E ½ of the SW ¼ of Section 10; thence S0 degrees 0 minutes 0 seconds W, a distance of 1492.67 feet; thence N90 degrees 0 minutes 0 seconds W, a distance of 2318.65 feet; thence S 29 degrees 39 minutes 59 seconds E, a distance of 1269.12 feet to a point on the west line of the E ½ of the E ½ of the E ½ of the SE ¼ of said Section 9 and the north line of Colorado State Highway No. 50, and the present city limits line.

3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in paragraphs one (1) above, is now existing City Limits Line.

SECTION 2.

The owners of one hundred percent (100%) of the property to be annexed have petitioned for such annexation.

SECTION 3.

The Annexation Agreement in the form and content presented to the City Council at this meeting is hereby authorized and approved. The President of the City Council is hereby authorized to execute and deliver the Annexation Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

Within thirty (30) days after the effective date of the Ordinance, the City Clerk shall:

(a) File one copy of the annexation map with the original of this ordinance in the office of the City Clerk; and,

(b) File for recording three certified copies of this Ordinance and annexation map with the Pueblo County Clerk and Recorder; and,

(c) File one certified copy of the annexation map and this Ordinance with the Southeastern Colorado Water Conservancy District.

SECTION 5.

The officers of the City are hereby authorized to take all other actions necessary or appropriate, on behalf of the City, to implement the provisions of this Ordinance and the Annexation Agreement.

SECTION 6.

If any provisions of this Ordinance or Annexation Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions or provisions of this Ordinance or Annexation Agreement or render the same invalid, inoperative or unenforceable, except as otherwise expressly provided in the Annexation Agreement.

SECTION 7.

The City Council hereby consents to the inclusion of the annexed area in the Southeastern Colorado Water Conservancy District pursuant to C.R.S. §37-45-136 (3.6).

SECTION 8.

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2023.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 10, 2022.

Final adoption of Ordinance by City Council on January 24, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on January 31, 2022 .

☐ 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

ANNEXATION AGREEMENT

CASE NO. A-20-04 WILDHORSE ANNEXATION

This Annexation Agreement is made effective as of_____ , 2022, by and between the City of Pueblo, a Municipal Corporation, (the "City"), for the use and benefit of Wildhorse Land and Holdings, LLC a Colorado limited liability company, ("Petitioner"),

WITNESSETH

WHEREAS, the Petitioner is the owner of the real property located in Pueblo County, Colorado, and described in Exhibit "A" attached hereto and incorporated herein (the "Property");

WHEREAS, the Petitioner has submitted a petition for the annexation of the Property to the City; and

WHEREAS, as a condition precedent to the annexation of the Property, Petitioner has agreed to enter into an annexation agreement with the City setting forth certain terms and conditions with respect to such annexation.

NOW THEREFORE, in consideration of the above, and the following covenants and conditions, the City and Petitioner agree as follows:

I. REPRESENTATIONS AND WARRANTIES OF PETITIONER

Petitioner hereby represents and warrants to, and covenants with, the City as follows:

(1) Petitioner has good and marketable fee simple title to the Property subject only to Permitted Encumbrances attached hereto as Exhibit "B."

(2) Petitioner is authorized to and has taken all action required by it (a) to annex the Property to the City and (b) to execute, deliver and perform its obligations under this Annexation Agreement, and (c) to carry out and consummate all of its transactions contemplated by this Annexation Agreement.

(3) This Annexation Agreement when executed and delivered constitutes a valid and legally binding obligation of the Petitioner enforceable against Petitioner according to its terms. The document entitled "Special Improvements and Dedications" marked as Exhibit "C", and attached hereto, is incorporated herein by this reference. In the event of a conflict between the terms and conditions of Exhibit C and this Agreement, the terms and conditions contained in Exhibit C shall control.

(4) Neither the execution and delivery of this Annexation Agreement nor the fulfillment of or compliance with its terms and conditions, nor the consummation of the transactions contemplated hereby, conflicts with or results in a breach of the terms, conditions or provisions or any restriction or any agreement or instrument to which the Petitioner is bound or constitutes a default under any of the foregoing.

(5) There is no litigation pending, or to the knowledge of Petitioner threatened, against the Petitioner or any person affecting the right of the Petitioner to execute and comply with this Annexation Agreement.

(6) The representations and warranties of Petitioner contained herein will be true and correct in all material respects as of the date of recording the annexation plat and Ordinance of the City Council approving the annexation of the Property.

II. MASTER DEVELOPMENT PLAN

If the Property is not intended to be included in a single subdivision, Petitioner will prepare and submit or cause to be prepared and submitted to the Planning and Zoning Commission for approval a Master Development Plan for the Property contemporaneously with Petitioner's application to zone the Property as provided in Article III hereof. The Master Development Plan shall be prepared in consultation with the City's Subdivision Review Committee and Department of Planning and Community Development and submitted in its entirety to the Planning and Zoning Commission. The Master Development Plan will comply with the policies of the Pueblo Regional Comprehensive Development Plan existing as of the date the Master Development Plan is approved, and will be designed to address, identify and resolve all development, drainage, utilities, traffic and other infrastructure needs and requirements and the wide range of planning and development issues involved in and with respect to the development of the Property. The Master Development Plan shall address the identified uses and infrastructure requirements for the land use classification into which the Property has been classified or will in the reasonable future be classified under the Pueblo Regional Comprehensive Development Plan.

The Master Plan as submitted and approved by the Planning and Zoning Commission will have the flexibility to adapt to changing conditions over the estimated time period for the development of the Property and shall consist of the following: (a) Development Plan, (b) Drainage Plan, (c) Sanitary Sewer Plan, (d) Transportation Plan, and (e) Environmental Study:

(1) Development Plan. The Development Plan shall be prepared in accordance with the requirements of Sections 12-4-5(a)(2) and 12-4-6(a) of the Pueblo Municipal Code. A development plan establishing the anticipated phasing of the development of the Property shall be prepared as part of the Development Plan.

(2) Drainage Plan. The Drainage Plan shall be prepared in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado, published June 9, 1997, or as same may hereafter be amended (MANUAL) and be certified by a Professional Engineer competent in the field of surface water drainage engineering and registered in the State of Colorado. Stormwater flows from subdivisions within the Property must be detained and/or retained as determined by the Director of Public Works. The Petitioner shall construct, at its sole expense, such detention and retention facilities, along with the complete stormwater conveyance system (collectively the "Drainage Facilities") in full compliance with the MANUAL and the City's Standard Construction Specifications and Standard Details, published March 28, 2005, or as either may be hereafter amended and as shown on the construction plans approved by the Director of Public Works. The Petitioner, at its sole expense, shall be responsible for the acquisition and dedication of

all on-site and off-site easements to facilitate the installation of the Drainage Facilities on and off the Property and to provide conveyance for site stormwater run-off to downstream receiving waters.

The Drainage Plan shall address surface water drainage within the Property, upstream drainage tributary to the Property, as well as effects of the development of the Property upon downstream properties and drainage facilities. Negative impacts on the surrounding properties, as determined by the City's Director of Public Works, which are reasonably attributable to the development shall be mitigated through stormwater drainage improvements installed by and at the expense of the Petitioner. Additionally, if off-site downstream storm drainage facilities are determined to be inadequate, supplemental detention and retention facilities must be constructed by the Petitioner. The Drainage Plan shall include a phasing plan or schedule addressing proposed drainage improvements for the Property.

Stormwater releases, water quality management, and erosion control measures shall be incorporated into the Drainage Plan to meet current and future NPDES requirements.

The Petitioner must reduce peak flows and run-off volumes from the Property, to the maximum extent practicable, to levels that existed prior to any development within the Property, or to levels that are capable of being handled by the downstream drainage facilities, whichever is less, as determined by the Director of Public Works.

Prior to the approval of any subdivision of land within the Property, a subdivision drainage report must be submitted to the City's Director of Public Works for approval.

(3) Sanitary Sewer Plan. The Sanitary Sewer Plan shall be prepared in accordance with the Sanitary Sewer Design Criteria and Policies for City of Pueblo published April 28, 2008, or as same may hereafter be amended, and be certified by Professional Engineers competent in the field of sanitary sewer engineering and registered in the State of Colorado. The Sanitary Sewer Plan shall address the needs of the gravity-fed sanitary sewer drainage basin of which the Property is a part. from the tributary area north of the Property through the Property to the south Property line as provided in Exhibit C. The sewer drainage basin shall be approved by the Director of Public Works. Associated impacts on City’s existing non-principal sanitary sewer system (less than 15-inch diameter) and proposed sanitary sewer system shall be identified in the Sanitary Sewer Plan, and those impacts which are reasonably attributable to the development of the Property as determined by the City, in its sole discretion, shall be mitigated through the installation of sanitary sewer improvements installed by and at the expense of the Petitioner. The Sanitary Sewer Plan shall include a phasing plan or schedule for such sanitary sewer improvements.

If sanitary sewers within the Property are oversized to serve future development or are designed and constructed off-site of the Property but within the sewer drainage basin, an Agreement to recover an equitable share of the cost of constructing oversized and off-site sewer collection system improvements ("Agreement") may be entered into between the Petitioner and the City in accordance with Chapter 5, Title XVI of the Pueblo Municipal Code or as same may later be amended.

If sanitary sewers are constructed downstream from the Property which will serve future development outside the Property but within the sewer drainage basin, the Agreement shall include provisions allowing the Petitioner to be reimbursed in accordance with said Chapter 5 of the City's ordinances.

The Agreement will comply with the City's then existing applicable ordinances but shall not require any cost recovery from the City except to the extent that funds therefore are made available by Resolution of the City Council pursuant to Section 16-11-4 of the Pueblo Municipal Code or as same may hereafter be amended for oversizing the sanitary sewer system within the Property.

(4) Transportation Plan. The Transportation Plan has been prepared by professional engineers competent in the field of transportation and registered in the State of Colorado and submitted to the City Traffic Engineer. Associated impacts on City's existing and proposed traffic and roadway systems are identified in the Transportation Plan and studies, and those impacts which are reasonably attributable to the development of the Property as determined by the Transportation Plan shall be mitigated through traffic improvements constructed and installed by and at the expense of the Petitioner (including, but not limited to, traffic signals, signal interconnect, conduit and wire, deceleration/acceleration lanes, and median islands). The Transportation Plan includes a general phasing plan or schedule of such traffic improvements. Notwithstanding the foregoing provisions of this Section 4, the obligation of the Petitioner for the improvements referenced in this Section 4 will not exceed the specific provisions of Exhibit "C" to this Annexation Agreement.

(5) Environmental Studies. In addition to the requirements of Section 12-4-6(b)(3) of the Pueblo Municipal Code, if the Property includes any land that is adjacent to or has previously been used for solid waste disposal by land filling, the Petitioner at its expense, shall provide the City with a Phase I Environmental Study of the Property and a further in-depth study of any potential methane gas presence on, or migration from or to the Property. Such studies shall be performed by Professional Engineers competent in environmental engineering. The boundaries of the landfill area shall be identified on the Master Development Plan and shall be tested for the presence of methane gas in accordance with procedures approved by the appropriate State Agencies and the results summarized as a comparison to State and Federal regulatory limits of the landfill area and at the exterior boundary of the landfill area.

Petitioner may submit the Master Development Plan to the Planning and Zoning Commission for approval any time after the City Council has found the petition for annexation of the Property to be valid in accordance with the provisions of §31-12-107, C.R.S. The City may refuse to approve any building or occupancy permit for any portion or all of the Property until after a Master Development Plan is approved.

III. ZONING AND SUBDIVISION

(1) No later than ninety (90) days after the effective date of the ordinance annexing the Property, Petitioner shall cause the Property to be zoned an Agricultural District (A-1). If the Property is not so zoned, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property.

(2) For any land use that is not a permitted use in the Agricultural District (A-1) or is allowed upon the approval and issuance of a special use permit by the Zoning Board of Appeals, no building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department for any building or structure within any part of the Property until after that portion of the Property is zoned into the land use classification most nearly corresponding to the land use classification identified in the Pueblo Regional Comprehensive Development Plan, as amended.

(3) No rights shall exist in Petitioner nor with respect to the Property arising from its preexisting subdivision or use at the time of annexation. No application for subdivision of all or any part of the Property shall be submitted to or considered by the City until after the Master Development Plan has been approved by the Planning and Zoning Commission; provided, however, that if the Property is intended to be included in a single subdivision, the application for such subdivision may be submitted at the time the Master Development Plan is submitted to the Planning and Zoning Commission. No subdivision of the Property shall be approved prior to the time the ordinance annexing the Property is approved on final presentation.

(4) An application to rezone the Property may be filed at any time after the petition for annexation has been found to be valid in accordance with the provisions of §31-12-107, C.R.S. The Planning and Zoning Commission may hear the petition for zoning and make its recommendations thereon prior to annexing the Property, but the proposed zoning ordinance shall not be passed on final presentation prior to the date the ordinance annexing the Property is approved on final presentation.

(5) The zoning provisions of this Article III relate to the initial zoning of the Property after annexation. Such zoning is not guaranteed, and the City Council of Pueblo retains its full discretion with respect to such zoning. Nothing contained in this Article III shall be construed to limit the power of the City Council of Pueblo to rezone the Property or any part thereof after approval of the initial zoning of the Property after annexation.

IV. PUBLIC FACILITIES

The Petitioner shall dedicate land and right-of-way for public uses and facilities necessary to serve the Property or required as a result of the development of the Property as determined by the City, in its sole discretion, including, but not limited to, sanitary and storm sewers, drainage ways and facilities, utilities, streets, roadways, trails, travel systems, parks and open space. The Petitioner at its expense shall timely construct and install all on-site improvements, and all offsite improvements as set forth in this Agreement (as well as those where an essential nexus exists between the offsite improvement and a legitimate government interest, and the cost of the improvement is roughly proportionate both in nature and extent to the impact of the proposed development of the Property), "that are necessary to serve the Property" or required as a result of the development of the property as determined by the City, in its sole discretion, including, but not limited to, trails, parks, streets, street lights, curbs and gutters, sidewalks, bridges, traffic control devices, sanitary sewers, storm sewers, drainage and channel improvements and facilities, but excluding public buildings such as fire stations.

All such improvements shall meet and comply with applicable City ordinances in effect at the time of installation of such improvements.

V. UTILITIES

The Petitioner shall comply with all applicable City of Pueblo (sanitary and storm sewers), Xcel Energy (natural gas), the applicable electric utility franchised and holding a Certificate of Public Convenience and Necessity for electric service within the annexed area, Comcast of Colorado IV, LLC (cablevision), Pueblo Board of Water Works (water), and authorized ILEC and CLEC (telephone/data transmission) for the installation of mains, lines, stations, and any other appurtenant utility facilities in effect at the time of such installation. All existing and new power lines less than 30,000 volts and all other overhead utilities within the Property shall be installed underground.

VI. COMPLIANCE WITH ORDINANCES

Except as otherwise specifically provided in this Annexation Agreement to the contrary, the development, subdivision and zoning of the Property shall meet and comply with all applicable ordinances, resolutions, regulations, and standards of the City now existing or hereinafter enacted or amended.

VII. BINDING EFFECT

The covenants, restrictions, and agreements herein set forth are covenants running with the Property, shall run with and bind the Property, and shall extend to and be binding upon the Petitioner and its legal representatives, successors, assigns and transferees. The Petitioner expressly accepts and agrees to the covenants, restrictions, and agreements set forth herein by execution of this Annexation Agreement and by the filing of its petition for annexation. If Petitioner defaults in any of its obligations under this Annexation Agreement, including, without limitation, land dedication obligations, City, upon notice given to Petitioner specifying the default, may withhold all subdivision, special area plan, and other development approvals as well as building and occupancy permits for any building or structure within the Property until such default has been corrected to the reasonable satisfaction of the City.

VIII. AMENDMENTS

Amendments to this Annexation Agreement may only be made through formal petition to and approval by Ordinance of the City Council after such amendment has been submitted to and reviewed by the appropriate City Departments and such Departments have submitted their findings and recommendations to the City Council. All amendments to the Master Development Plan must be approved by the Planning and Zoning Commission after review and recommendation by the appropriate City Departments.

IX. SEVERABILITY

If any section, clause, or other provision of this Annexation Agreement is for any reason determined to be invalid or unenforceable by any court of competent jurisdiction, such determination shall not affect any of the remaining provisions of this Annexation Agreement.

X. VESTED RIGHTS

As a condition of and in consideration of the City annexing the Property, the Petitioner, for itself and its successors and assigns, waives and releases all previously acquired or existing vested property rights attached to or established with respect to the Property.

The Petitioner acknowledges and agrees that neither this Annexation Agreement nor any provision hereof, nor the annexation of the Property to the City, nor the approval of the Master Development Plan, zoning or subdivision, either separately or jointly (a) creates or establishes a vested property right in or for the benefit of the Petitioner or its successors or assigns, or with respect to the Property; or (b) constitutes a site-specific development plan. The terms "vested property right" and "site-specific development plan" shall have the same meaning as set forth in Section 17-12-2 of the Pueblo Municipal Code and §24-68-101, et seq., C.R.S.

XI. BUILDING PERMITS

No building or occupancy permit shall be approved by the City or issued by the Pueblo Regional Building Department to occupy, construct or install any building, structure or other improvement on the Property except within a subdivision approved by the City after adoption of the ordinance annexing the Property which meets and complies with this Annexation Agreement and City's ordinances, standards, and regulations.

XII. DISCONNECTION

(1) Disconnection by Petitioner. Petitioner acknowledges and agrees that upon annexation of the Property, the Property shall become subject to this Annexation Agreement, the Charter, ordinances and rules and regulations of the City, but that City shall not have any obligation to furnish or extend municipal services to the Property. Petitioner may, three (3) or more years after annexation, petition under §31-12-119, C.R.S. for disconnection from the City if the City does not, upon reasonable demand, provide the same municipal services to the Property on the same general terms and conditions as the rest of the City receives.

(2) Disconnection by City. If Petitioner defaults in any provision or condition of this Annexation Agreement and such default is not cured within ninety (90) days after written notice specifying the default is given by City to Petitioner, or, if the default is one which cannot be cured within said 90-day period, and Petitioner fails to undertake the cure of such default within said 90-day period and diligently prosecute same to completion, proceedings may be instituted by the City to disconnect the Property from the City, and for such purpose, the Petitioner irrevocably consents to such disconnection proceedings and waives any and all rights to contest such disconnection.

XIII. CONTRACTUAL NATURE OF ANNEXATION AGREEMENT

The terms, conditions and obligations of this Annexation Agreement are and shall be construed to be purely contractual in nature, as terms, conditions and obligations voluntarily agreed to by City and Petitioner prior to annexation of the Property to the City. The terms, conditions and obligations imposed on Petitioner and the Property by this Annexation Agreement are not nor shall they individually or cumulatively be construed to be conditions upon granting land-use approvals within the meaning of §§29-20-201 to 29-20-204, C.R.S.

XIV. SPECIAL IMPROVEMENTS AND DEDICATIONS AND SYSTEM DEVELOPMENT FEES

In addition to the on-site and off-site improvements and land dedications required to be made by the provisions of this Annexation Agreement, Petitioner will construct and install the improvements, dedicate the land, and pay or cause to be paid the system development fees described in Exhibit C attached hereto and incorporated herein. The improvements, dedications, and system developments described in said Exhibit C are in addition to and not in substitution for any improvements or dedications otherwise required by this Annexation Agreement.

XV. MISCELLANEOUS

(1) Notice. All notices or other communications hereunder shall be sufficiently given and shall be deemed given when personally delivered, or mailed by registered or certified mail, postage prepaid, addressed as follows:

(a)	if to the City:	Mayor, City of Pueblo 1 City Hall Place, 2nd Floor Pueblo, CO 81003
(b)	copy to:	City Attorney 1 City Hall Place, 3rd Floor Pueblo, CO 81003
(c)	if to the Petitioner:	Warren Dean Wildhorse Land and Holdings, LLC P.O. Box 64140 Colorado Springs, CO 80962
(d)	copies to:	Michael Cuppy NorthStar Engineering and Surveying, Inc. 111 E. 5th Street Pueblo, CO 81003

or to such other address as either party by written notice given hereunder may designate.

(2) Governing Law and Venue. This Annexation Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to conflict of law principles. Venue for any action arising out of this Annexation Agreement shall be Pueblo County, Colorado.

(3) No Third Party Beneficiaries. Nothing in this Annexation Agreement expressed or implied is intended to or shall be construed to confer upon, or to give to, any person other than the City and the Petitioner any right, remedy or claim under or by reason of this Annexation Agreement or any covenant, condition or stipulation hereof; and all the covenants, agreements and stipulations in this Annexation Agreement contained by and on behalf of the City or the Petitioner shall be for

the exclusive benefit of the City and the Petitioner.

(4) Singular, Plural. Unless the context requires otherwise, words denoting the singular may be construed as denoting the plural. Words of the plural may be construed as denoting the singular. Words of one gender may be construed as denoting the other gender, if applicable.

(5) Entire Agreement. All prior discussions, representations, understandings and agreements, whether oral or written, between the parties with respect to the subject matter of this Annexation Agreement are merged in this Annexation Agreement, which constitutes the entire agreement between the parties.

Executed at Pueblo, Colorado as of the day and year first above written.

CITY OF PUEBLO, a Municipal Corporation

[S E A L]

By: _____
Mayor

Attest:_____
City Clerk

APPROVED AS TO FORM:

_____
City Attorney

PETITIONER:

WILDHORSE LAND AND HOLDINGS, LLC, A COLORADO LIMITED LIABILITY COMPANY:

By: _____
Warren Dean
Manager

Attest:_____
By_____
Title _____

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by Nicholas A. Gradisar as Mayor of the City of Pueblo and Marisa Stoller as City Clerk of Pueblo, a Municipal Corporation.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

_____
Notary Public

STATE OF COLORADO)
ss.
COUNTY OF EL PASO)

The foregoing instrument was acknowledged before me this ____ day of _____, 20___, by Warren Dean, as Manager of Wildhorse Land and Holdings, LLC, a Colorado limited liability company.

Witness my hand and official seal.

My commission expires: _____

[S E A L]

_____
Notary Public

Exhibit A

AREA TO BE ANNEXED:

A parcel of land located in Section 9, Township 20 South, Range 65 West, of the 6th Principal Meridian, said parcel being more particularly described as follows:

PARCEL 1

Beginning at a point on the North line of the SE ¼ of said Section 9 from which the E ¼ corner of said Section 9 bears S 89 degrees 58 minutes 50 seconds E, a distance of 1264.04 feet; Thence N 80 degrees 58 minutes 50 seconds W, along said north line, a distance of 991.13 feet to a point on the center line of the Kansas and Colorado Railroad abandoned right of way; thence N 42 degrees 45 minutes 25 seconds W, along center line, a distance of 187.73 feet to the beginning of a curve to the right having a radius of 2864.93 feet; thence northwesterly continuing along said center line, along the arc of said curve, through a central angle of 11 degrees 29 minutes 26 seconds, a distance of 574.56 feet; thence N 31 degrees 15 minutes 59 seconds W continuing along said center line a distance of 26.24 feet; thence S 02 degrees 50 minutes 30 seconds W, leaving said center line, a distance of 379.22 feet; thence S 11 degrees 18 minutes 36 seconds E, a distance of 290.64 feet; thence S 25 degrees 47 minutes 14 seconds E, a distance of 494.22 feet, thence S 74 degrees 07 minutes 07 seconds E, a distance of 738.18 feet; thence S 45 degrees 35 minutes 07 seconds E, a distance of 1107.39 feet; thence S 29 degrees 38 minutes 54 seconds E, a distance of 1265.26 feet to a point on the west line of the E ½ of the E ½ of the E ½ of the SE ¼ of said Section 9; thence N 00 degrees 43 minutes 31 seconds E, along said west line, a distance of 1368.99 feet to a point on a non tangent curve, having a radius of 1019.00 feet, a radial line bears N 39 degrees 23 minutes 00 seconds E from said point; thence northwesterly along the arc of last said curve through a central angle of 14 degrees 17 minutes 21 seconds, a distance if 254.13 feet; thence N 36 degrees 19 minutes 39 seconds W, tangent to last said curve, a distance of 1258.51 feet to the point of beginning, Pueblo County, Colorado.
Said parcel contains 50.47 acres, more or less

PARCEL 2

The W ½ of the SW ¼ and the W ½ of the E ½ of the SW ¼ of Section 10, Township 20 South, Range 65 West; also the E ½ of the E ½ of the E ½ of the SE ¼ of Section 9, Township 20 South, Range 65 West of the 6th P.M., County of Pueblo, State of Colorado,
EXCEPT that portion conveyed to the State Department of Highways in rule and order recorded May 8, 1975 in Book 1813 at Page 36.
Said parcel contains 128.91 acres, more or less.

2. PROPOSED NEW CITY LIMITS LINE:

Beginning at the Northeast corner of the W 1/2 of E ½ of the SW ¼ of the SW ¼ of section 10 and the present City limits line; thence S 88 degrees 57 minutes 11 seconds W, along the north line, a distance of 665.40 feet, to the Northwest corner of the W ½ of the E ½ of the SW ¼ of Section 10 and present City limits lines; thence S 88 degrees 54 minutes 17 seconds W, along the north line, a distance of 1331.50 feet, to the Northeast corner of the E ¼ of section 9; thence S 89 degrees 58

minutes 21 seconds W, along the north line, a distance of 328.94 feet to the NW corner of the E ½ of the E ½ of the E ½ of the SE ¼ of Section 9; thence S 0 degrees 40 minutes 42 seconds W, along the west line, a distance of 1198.59 feet to a point on a non tangent curve, having a radius of 1019.oo feet, a radial line bears N 39 degrees 23 minutes 00 seconds E from said point; thence northwesterly along the arc of last said curve through a central angle of 14 degrees 17 minutes 21 seconds, a distance of 254.36 feet; thence N 36 degrees 19 minutes 40 seconds W, tangent to last said curve, a distance of 1258.29 feet, to a point on the north line of the SE ¼ of said Section 9; thence N 89 degrees 59 minutes 03 seconds W, along said north line, a distance of 991.53 feet to a point on the center line of the Kansas and Colorado Railroad abandoned right of way; thence N 42 degrees 46 feet 50 seconds, along said center line, distance of 187.77 feet to the beginning of a curve to the right having a radius of 2864.93 feet; thence northwesterly, continuing along said center line, along the arc of said curve, through a central angle of 11 degrees 19 minutes 26 seconds, a distance of 574.22 feet; thence N 31 degrees 39 minutes 05 seconds W continuing along said center line a distance of 26.62 feet; thence S 02 degrees 50 minutes 55 seconds W, leaving said center line, a distance of 379.17 feet; thence S 11 degrees 18 minutes 19 seconds E, a distance of 290.71 feet; thence S25 degrees 46 minutes 43 seconds E, a distance of 494.36 feet; thence S 74 degrees 06 minutes 44 seconds E, a distance of 738.34 feet; thence S 45 degrees 34 minutes 43 seconds E, a distance of 1107.74 feet; thence S 29 degrees 39 minutes 59 seconds E, a distance of 1269.12 feet to a point on the west line of the E ½ of the E ½ of the E ½ of the SE ¼ of said Section 9; thence S 89 degrees 24 minutes 00 seconds E, a distance of 183.40 feet; thence N 78 degrees 28 minutes 30 seconds E, a distance of 152.30 feet; thence 'N 78 degrees 08 minutes 30 seconds E, a distance of 313.00 feet; thence N 68 degrees 32 minutes 30 seconds E, a distance of 309.70 feet; thence 'N 11 degrees 27 minutes 30 seconds, a distance of 460.20 feet; thence S 73 degrees 51 minutes 0 seconds E, a distance of 441.30 feet; thence S 05 degrees 25 minutes 00 seconds E, a distance of 385.30 feet; thence S 22 degrees 58 minutes 00 seconds E, a distance of 141.40 feet; thence S 53 degrees 51 minutes 30 seconds E, a distance of 168.40 feet to a point on the south line of W ½ of the E ½ of the SW ¼ of said section 10; thence N 89 degrees 10 minutes 16 seconds E, along said south line, a distance of 612.25 feet to the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10, and present city limits line.

3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in paragraphs one (1) above, is now existing City Limits Line.

EXHIBIT B

None

EXHIBIT C

SPECIAL IMPROVEMENTS AND DEDICATIONS

WILDHORSE ANNEXATION (A-20-04)
ANNEXATION AGREEMENT

1. Off-Site Roadways

In compliance with the latest version of the Pueblo Area Council of Governments Long Range Transportation Plan, the City of Pueblo will identify for the Petitioner the alignment of off-site expressways, arterials, and collectors, which provide connectivity to the Property. Petitioner will cause all local roadways within the Property to connect with all adjoining publicly dedicated local roadways.

2. Roadway Design, Alignment and Accesses to Property

The primary existing roadway accesses to the Property, shown on the attached Exhibit C-1, are from Pueblo Boulevard and Wildhorse Road which are described in paragraphs a and b below. Future roadway network connectivity with the Property may be provided via a future extension of Industrial Boulevard from Pueblo West Municipal District and is described in paragraph c below.

a. Pueblo Boulevard. Pueblo Boulevard extending from the southern boundary of the Property to the northern boundary of the Property shall be designed to accommodate the City's Major Arterial/NR-C Non-Rural Arterial standards, as described and shown on Exhibit C-5, with a one hundred fifty (150) foot right-of-way, with full movement intersection spacing as shown on the attached Land Use Plan, Exhibit C-2, and shall be accepted by the City as a City street. The one hundred fifty (150) foot right-of-way may be expanded to no greater than a maximum of one hundred seventy-five (175) feet in specific roadway segments if the traffic study results warrant additional width. The right-of-way will include sufficient width for a center median which allows for the

installation of full movement turn lanes and intersections. A development plan providing for the general phasing of the construction of Pueblo Boulevard is included in Petitioner's Traffic Study. Provisions for the phased roadway development plan for Pueblo Boulevard shall also be included within any Subdivision Improvement Agreement pertaining to the future subdivisions within the Property.

b. Wildhorse Road. Wildhorse Road's proposed alignment from the north-western boundary of the Property to the intersection with Pueblo Boulevard shall be designed as a Mixed-Use Collector roadway with an eighty (80) foot right-of-way. The eighty (80) foot right-of-way may be expanded to no greater than a maximum of one hundred ten (110) feet in specific roadway segments if the traffic study results warrant additional width. Wildhorse Road is currently constructed with a 24 foot wide asphalt roadway within a right-of-way that varies between 40 feet and 80 feet. Any extension of Wildhorse Road from Pueblo Boulevard toward the eastern boundary of the Property shall be determined in connection with the development of Areas PA-1 and PA-2 as shown on the approved Land Use Plan.

A development plan providing for the general phasing of the construction of Wildhorse Road is included in Petitioner's Traffic Study. Provisions for the phased roadway development plan for Wildhorse Road shall also be included within any Subdivision Improvement Agreement pertaining to the future subdivisions within the Property.

c. Industrial Boulevard (future extension). Industrial Boulevard is an existing roadway in Pueblo West that predominantly runs parallel to US Highway 50 West and currently extends from the western boundary of the Pueblo West Metropolitan District, just west of Clintwood Drive, east approximately 4.5-miles to the intersection with Vineyard Drive. The dedicated right-of-way for Industrial Boulevard ends on the west side of Williams Creek approximately 1,300 feet west of the boundary of the Property. Road improvement plans for the Property shall include reserving an eighty

(80) foot right-of-way to accommodate the future expansion of Industrial Boulevard east to Wildhorse Road, extended to provide transportation network connectivity between Pueblo West and the Property.

A development plan providing for dedication of the reserved right-of-way for Industrial Boulevard upon Industrial Boulevard being extended to the west boundary of the Property shall be drafted by the Petitioner. The development plan shall be based on projected development and anticipated traffic and safety considerations and shall be approved by the Director of Public Works. Provisions for the phased roadway development plan for the proposed roadway shall also be included within any Subdivision Improvement Agreement pertaining to the future subdivisions within the Property.

All Road Improvements will be constructed in conjunction with the development of each Planning Area shown on attached Exhibit C-2 and as otherwise provided in the Annexation Agreement. All such roadways shall be designed and aligned in accordance with the Roadway Classification Design Standards and Policies and the City's Standard Construction and Standard Details (Revised: March 28, 2005) or as same may be hereafter amended and in accordance with construction plans. All designs and plans shall be approved by the Director of Public Works.

Petitioner acknowledges and agrees that, if Petitioner fails to construct the Roadway Improvements as herein agreed or defaults on any other provision of this Exhibit C or the Annexation Agreement, the City shall have all legal remedies available at law or in equity to enforce Petitioner's construction obligation and any other obligations including but not limited to a legal action against Petitioner for breach of contract and/or default on an indebtedness. In addition, and as set forth elsewhere in the Annexation Agreement, the City may withhold building permits, occupancy permits, subdivision approvals, zoning approvals and all other governmental grants of authority until such time as Petitioner shall have cured any default in performance under Exhibit C or the

Annexation Agreement as a whole.

If not previously done, the Petitioner, at its sole cost, shall dedicate or convey by general warranty deed the necessary right-of-way in an alignment that is acceptable to the Director of Public Works. Such dedication or conveyance shall be completed within one hundred (180) days after the adjacent portion of the Property is subdivided.

The on-site roadway right-of-way reservation for Industrial Boulevard required to be dedicated by Petitioner is in excess of what would be required just to serve development of the Property, and is intended to be part of a planned regional transportation network. Consequently, in consideration for the reservation of said right-of-way, Petitioner shall not be required to contribute to the construction of any off-site transportation infrastructure for the connection of Industrial Boulevard to the Property.

3. Off-Site Roadway and Sanitary Sewer Right-of-Way Acquisition

If not already dedicated to the public or deeded to the City, it will be the Petitioner's responsibility, at its sole cost and expense, to dedicate to the public or deed to the City, by warranty deed any off-site sanitary sewer rights-of-way to connect from a point on the City's existing sanitary sewer system or off-site roadway rights-of-way to comply with primary roadway and secondary access requirements in widths and alignments acceptable to the Director of Public Works and any required rights-of-way for stormwater flow and/or detention/retention facilities.

If Petitioner, after good faith efforts, is not able to acquire from the property owners off-site sanitary sewer, off-site roadway rights-of-way and/or stormwater rights-of-way in alignments acceptable to the City, the City will, to the extent legally authorized, exercise its power of eminent domain to acquire the off-site sanitary sewer and/or off-site roadway rights-of-way. Petitioner shall be responsible for and shall pay all compensation for the land taken; damages, if any, to the residue of the owner's property, relocation assistance and costs, if any, and all other costs and expenses of

condemnation, including, without limitation, appraisals, title insurance, engineering, expert witness, and attorney costs and fees ("Condemnation Costs"). Petitioner shall within ten (10) days, after request by the City, deposit with the City an estimate of Condemnation Costs as determined by the City Attorney before the City will commence condemnation proceedings. Petitioner shall pay the balance of the Condemnation Costs within ten (10) days after request therefor. If Petitioner fails to exercise good faith in acquiring the off-site sanitary sewer, or off-site roadway rights-of-way and/or off-site stormwater rights-of-way or fails to timely pay the estimate of Condemnation Costs or the balance of Condemnation Costs, City may refuse to approve the issuance of building permits to construct structures or buildings within the Property.

4. Sanitary Sewer

If not already installed, an 18' diameter sanitary sewer main extending east from Manhole No. 406397.7 (104°39'17.32" W 38°18'40.38" N) crossing Wildhorse Creek to the junction of the two 18" lines to the southern boundary of the Southern Colorado Clinic Annexation property shall be designed and installed by Petitioner. Additionally, Petitioner will design and install a 21" line from the junction of the two 18" lines to the southern boundary of the Southern Colorado Clinic Annexation to connect with the City's new 21" line (collectively, the "South Extension"). The two sewer mains shall be designed and installed in a location and alignment approved by the Director of Wastewater.

Such additional sewer lines and mains shall be installed as part of the public improvements required for subdivisions within the Property as determined by the Director of Wastewater.

Petitioner will be entitled to cost recovery for the South Extension, as provided by Pueblo Municipal Code based on the acreage of other users' property utilizing the South Extension compared to the total acreage of land which could be served by the South Extension, payable upon a building permit being issued to such other users. The Director of Wastewater will verify the

acreage utilized by such other users submitted by the Developer.

The City shall install the 21" sanitary sewer line at its cost and expense extending from the southern boundary of the Southern Colorado Clinic Annexation Property within the following easements granted to the City that extend south to Manhole No. 415823.4 (104°38'57.22"W 38°17'40.43"N) as shown on attached Exhibit C-3:

a. Easement granted by YMCA Community Campus, LLC, dated April 24, 2017 and recorded on June 14, 2017, Reception No. 2073123 in the office of the Pueblo County Clerk and Recorder.

b. Easement granted by Glenn H. Kittinger, Trustee of the Glenn H. Kittinger Trust, and Betty J. Kittinger, Trustee of the Betty J. Kittinger Trust, dated June 26, 2015 and recorded on June 14, 2017, Reception No. 2073119 in the office of the Pueblo County Clerk and Recorder.

c. Easement granted by Elaine R. Hayes and Bryan G. Ruberson as Trustees of the Emma Ruberson Bamber Revocable Trust, dated May 26, 2015 and recorded on June 14, 2017, Reception No. 2073121 in the office of the Pueblo County Clerk and Recorder.

The installation of the 21" diameter sanitary sewer main by the City shall be initiated and completed within a 24-month period of time following the final approval of the redesign of the sanitary sewer line from an 18" to a 21" diameter, paid for by Petitioner, extending from the southern boundary of the Southern Colorado Clinic Annexation Property to Manhole No. 415823.4 (104°38'57.22"W 38°17'40.43"N) as shown on attached Exhibit C-3 paid by the Petitioner.

Until the portion of 21" diameter sanitary sewer main from MH 415823.4 (104°38'57.22"W 38°17'40.43"N) to the southern boundary of the Southern Colorado Clinic Annexation Property is completed by the City, Petitioner may connect, on a temporary basis, to the existing sanitary sewer main at Manhole No. 406397.7 (104°39'17.32"W 38°18'40.38"N) as shown on Exhibit C-3 to provide a sanitary sewer connection for the Property.

Upon the completion of the 21" diameter main by the City described above, Petitioner will be required to construct the main to direct the flow to the 21" diameter main within 180 days from the first building permit or the next building permit if building permit(s) have been issued and the temporary sanitary sewer connection is utilized. The temporary sanitary sewer connection will no longer be allowed to be utilized once the main line connection is completed on or before the 180-day period. Petitioner may request and extension to the timeframe for the temporary connection that may be approved by the Director of Wastewater.

5. Stormwater

All stormwater flows from subdivisions within the Property must be detained or retained as determined by the Director of Public Works. All stormwater releases shall meet NPDES stormwater quality requirements. The Petitioner shall acquire and dedicate at its sole expense all easements for such purposes. The Petitioner also shall construct and install at its sole expense a stormwater drainage system and detention facilities in compliance with the City's Drainage Criteria Manual (June 9, 1997) and the City's Standard Construction Specifications and Standard Details (March 25, 2005) or as same may be later amended and as shown on construction plans approved by the Director of Public Works.

To the maximum extent practicable as determined by the Director of Public Works, Petitioner must reduce the peak flows and run-off volumes from the Property through stormwater detention and retention facilities to levels that existed before the Property was developed, or to levels that are capable of being handled by the downstream drainage facilities, whichever is less.

Prior to the approval of any subdivision of land within the Property, the subdivision drainage report and drainage facilities must be approved by the City's Director of Public Works.

6. Landscaping Setback Areas Within Public Rights-of-Way

In accordance with Section 17-4-7 (3) (a) 3. of the Pueblo Municipal Code – Landscape

Performance Standards, Landscape Setback Area, the Petitioner shall be allowed to extend the landscape requirements into the public rights-of-way, or portions thereof, in a manner that meets the general intent of this section of the Pueblo Municipal Code.

7. Recreational Trail Right-of-Way Dedication

Within one hundred eighty (180) days following the issuance of the first building permit within Planning Area PA-2A, Petitioner shall dedicate a 20' wide recreational trail right-of-way along the east bank of the Wildhorse Creek Arroyo as generally shown on attached Exhibit C-4 and will record a memorandum applicable to all the Property to the east of this trail right-of-way requiring the then owner of such Property to construct a recreational trail with 7" thick concrete at a width of 12' upon this trail right-of-way being connected to the City's offsite trail system. The right-of-way shall be located outside the prudent line setback of the 100-year flood plain paralleling the arroyo. If previously dedicated, the alignment of the trail right-of-way shall align with other trail rights-of-way along the east bank of the Wildhorse Creek Arroyo dedicated to the City north or south of the boundary of the annexation and shall be in an alignment acceptable to the Director of Parks and Recreation. The Petitioner shall be responsible for all costs incurred for the dedication of the trail right-of-way and the then owner of the portion of the Property to the east of the right-of-way shall be responsible for construction of the recreational trail as provided above.

EXHIBIT C-1

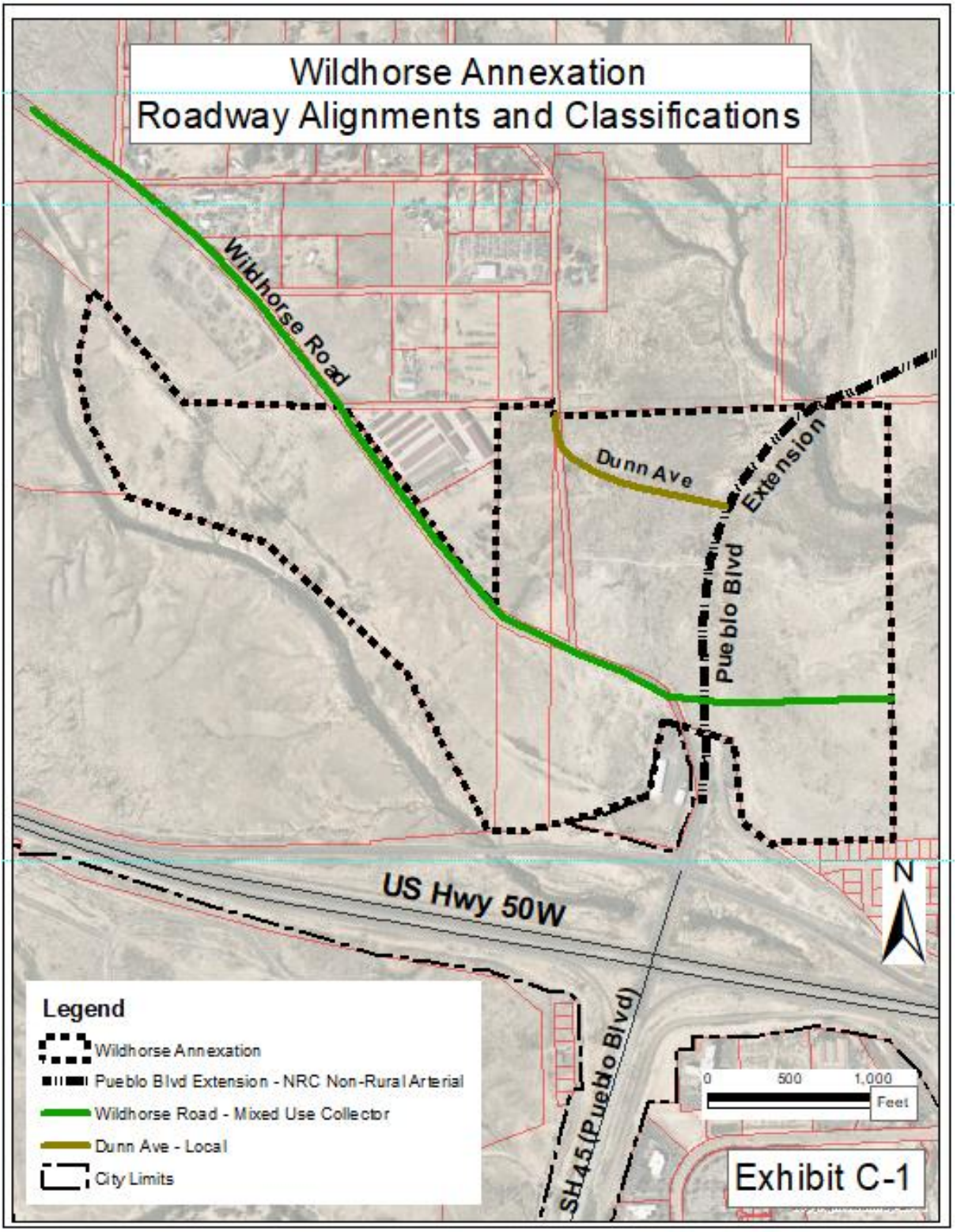

Wildhorse Annexation
Roadway Alignments and Classifications
Wildhorse Road
Dunn Ave
Extension
Pueblo Blvd
US Hwy 50W
SH 45 (Pueblo Blvd)
N
Legend
Wildhorse Annexation
Pueblo Blvd Extension - NRC Non-Rural Arterial
Wildhorse Road - Mixed Use Collector
Dunn Ave - Local
City Limits
0
500
1,000
Feet
Exhibit C-1

EXHIBIT C-2

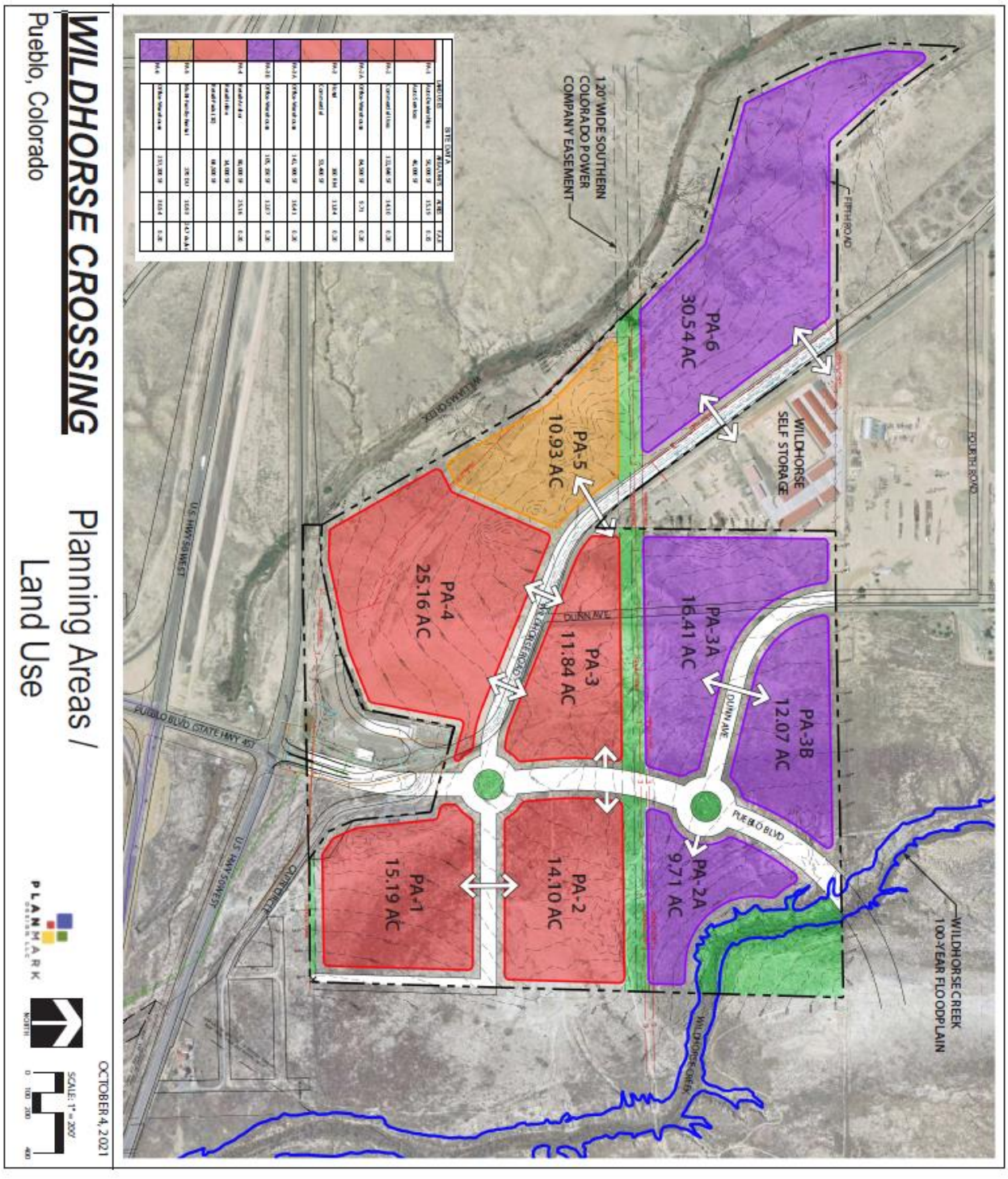

WILDHORSE CROSSING
Pueblo, Colorado
Planning Areas / Land Use
OCTOBER 4, 2021
SCALE: 1" = 200'
PLANMARK
NORTH
120' MDE SOUTHERN COLORADO POWER COMPANY EASEMENT
PA-6 30.54 AC
PA-5 10.93 AC
PA-4 25.16 AC
PA-3 11.84 AC
PA-3A 16.41 AC
PA-3B 12.07 AC
PA-2A 9.71 AC
PA-2 14.10 AC
PA-1 15.19 AC
WILDHORSE SELF STORAGE
FIFTH ROAD
FOURTH ROAD
DUNN AVE
PUEBLO BLVD
US HWY 50/WEST
PUEBLO BLVD (STATE HWY 45)
WILDHORSE CREEK
WILDHORSE CREEK 100-YEAR FLOODPLAIN

EXHIBIT C-3

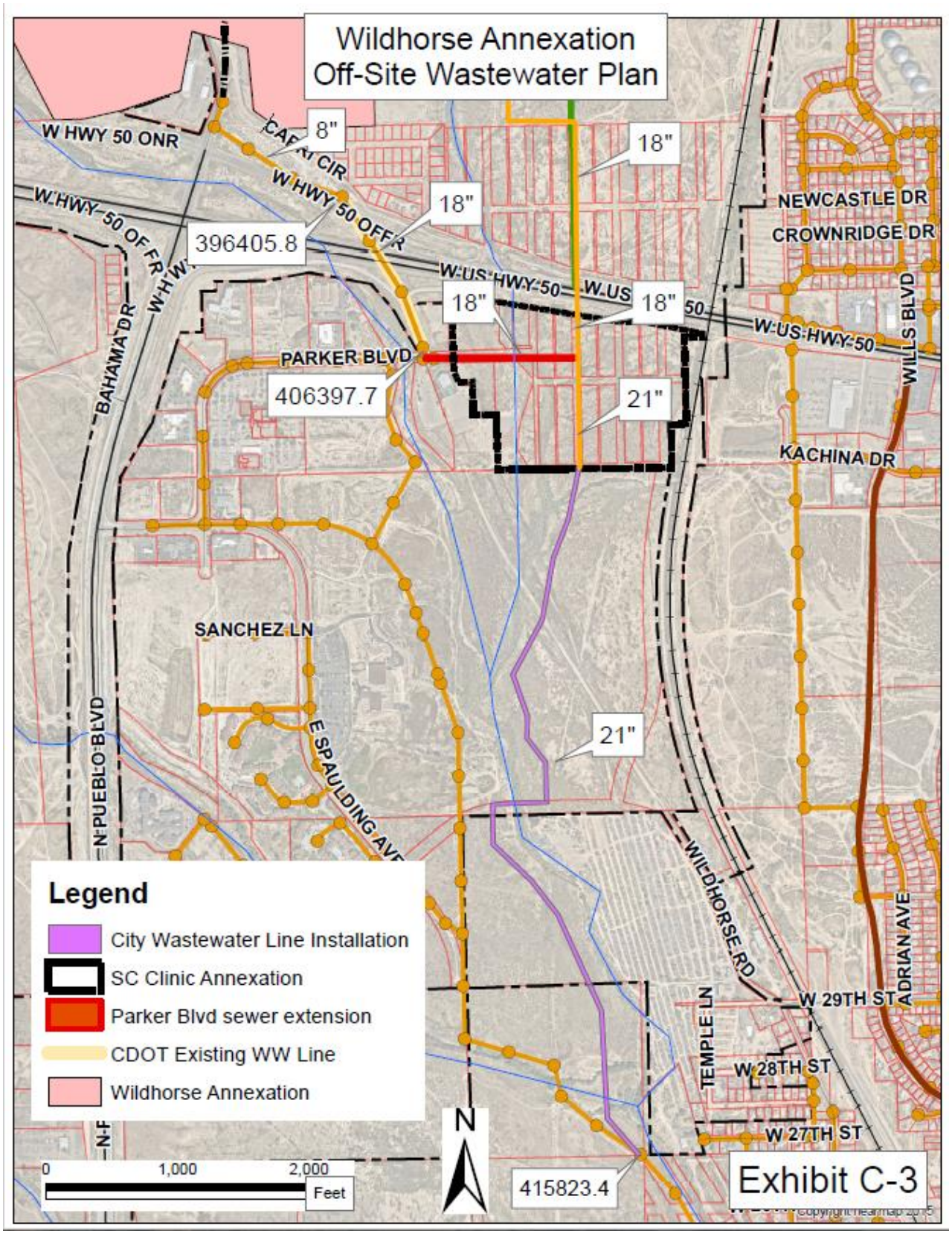

Wildhorse Annexation
Off-Site Wastewater Plan
8"
18"
18"
396405.8
18"
18"
PARKER BLVD
406397.7
21"
21"
415823.4
W HWY 50 ONR
W HWY 50 OFF R
W HWY 50 OFF R
W US HWY 50
W US HWY 50
W US HWY 50
BAHAMA DR
NEWCASTLE DR
CROWNRIDGE DR
WILLS BLVD
KACHINA DR
SANCHEZ LN
N PUEBLO BLVD
E SPAULDING AVE
WILDHORSE RD
TEMPLE LN
W 29TH ST
W 28TH ST
W 27TH ST
ADRIAN AVE
Legend
City Wastewater Line Installation
SC Clinic Annexation
Parker Blvd sewer extension
CDOT Existing WW Line
Wildhorse Annexation
N
0
1,000
2,000
Feet
Exhibit C-3

EXHIBIT C-4

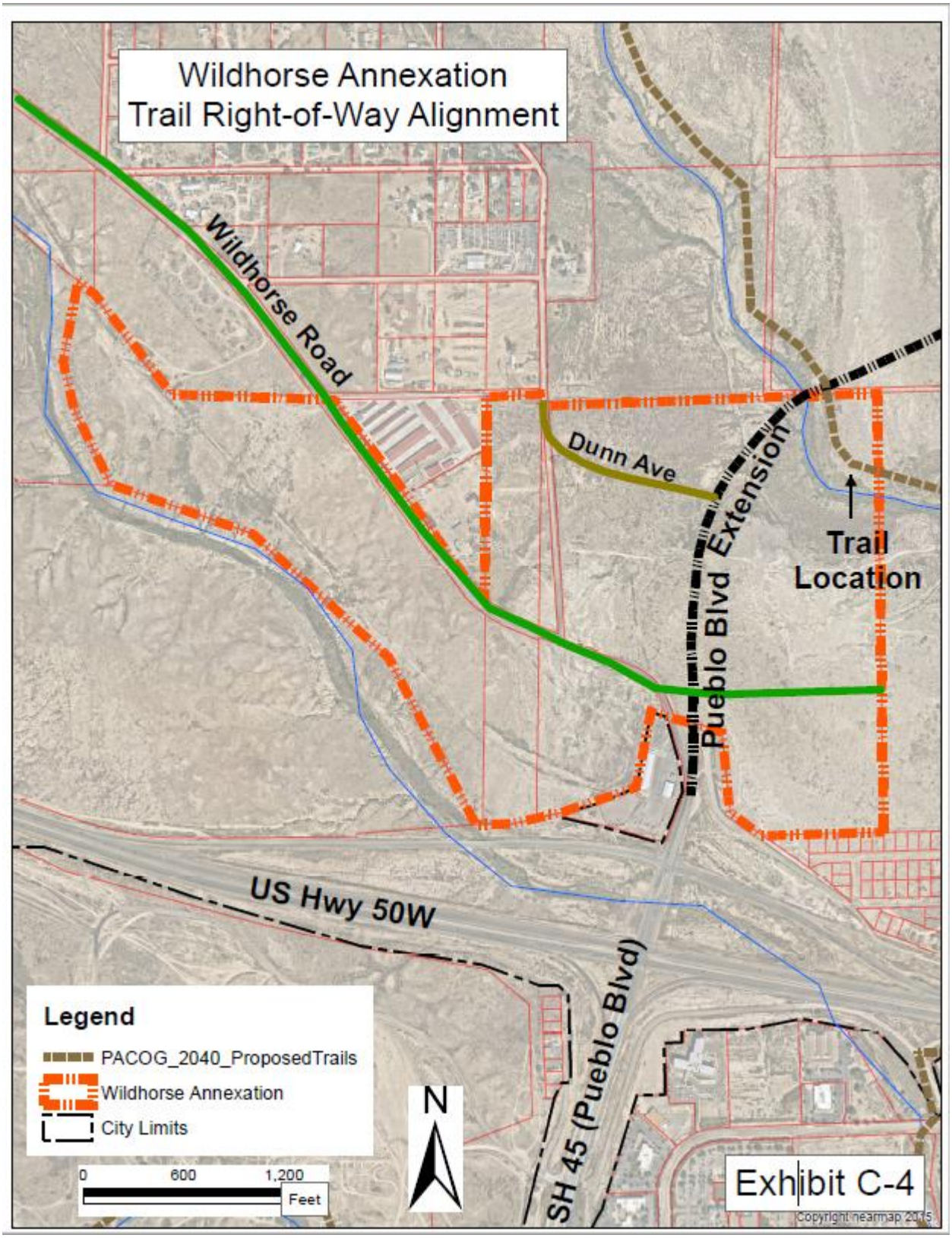
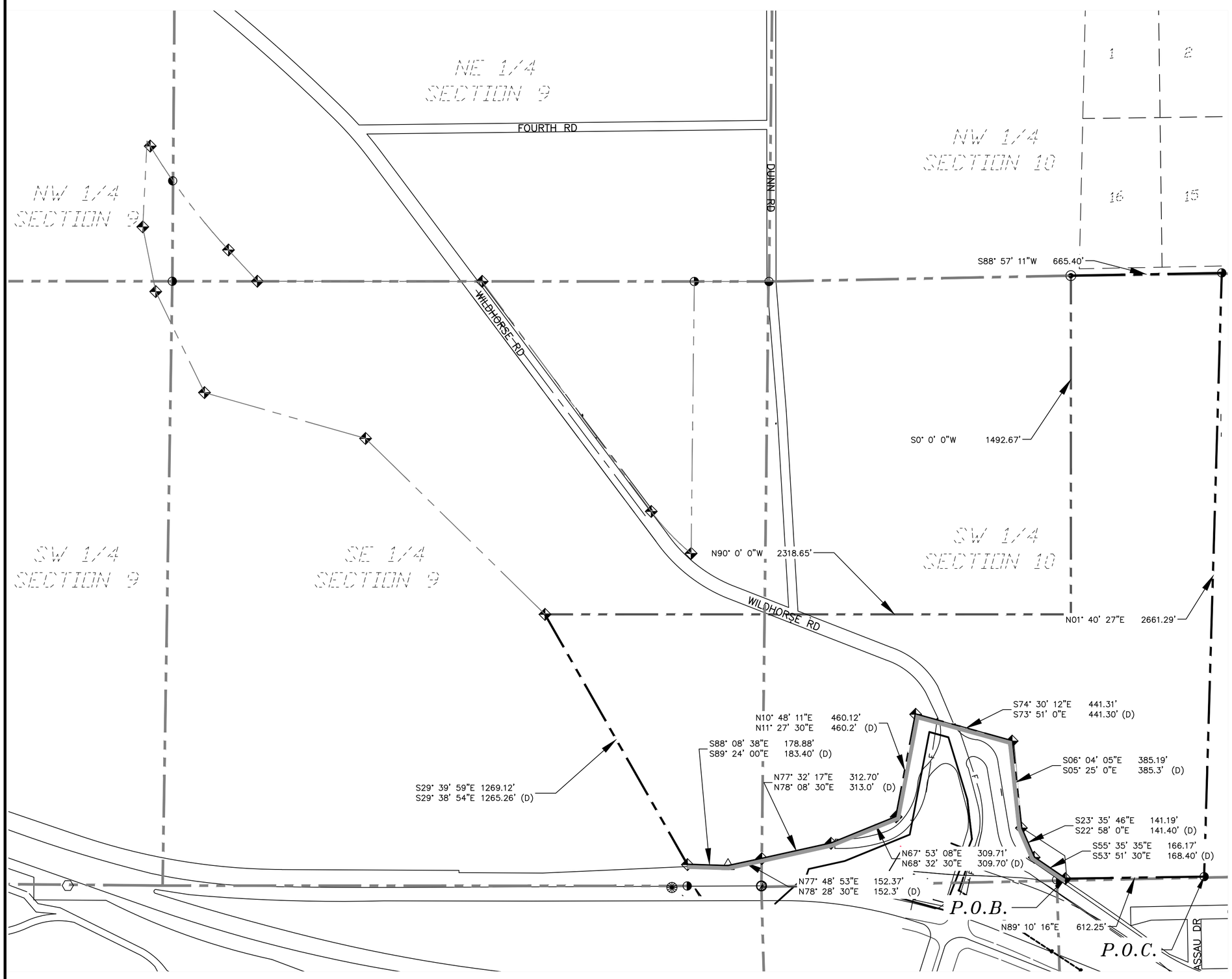

Wildhorse Annexation
Trail Right-of-Way Alignment
Wildhorse Road
Dunn Ave
Pueblo Blvd Extension
Trail Location
US Hwy 50W
SH 45 (Pueblo Blvd)
Legend
PACOG_2040_ProposedTrails
Wildhorse Annexation
City Limits
0
600
1,200
Feet
N
Exhibit C-4
Copyright nearmap 2015

EXHIBIT C-5

To be included prior to final approval
of the annexation ordinances

WILDHORSE ANNEXATION 1
ANNEXATION TO THE CITY OF PUEBLO

A PORTION OF THE E ½ OF THE SE ¼ OF SECTION 9 AND A PORTION OF THE SW ¼ OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO.



SCALE: 1" = 300'

0 150' 300' 600'

BASIS OF BEARINGS:

Bearings based on the east line of the SE ¼ of Section 9, monumented at the E ¼ corner with a 2 ½" aluminum cap P.L.S. No. 16128 and at the SE corner with a No. 6 Rebar P.L.S. No. unreadable, assumed to bear S 00°42'45"W.

1. AREA TO BE ANNEXED

A portion of two Parcels of land located in sections 9 and 10, Township 20 South, Range 65 West, of the 6th Principal Meridian in the County of Pueblo and State of Colorado, being more particularly described as follows:

Commencing at the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10; Thence S89 degrees 10 minutes 16 seconds W, a distance of 612.25 feet to the point of beginning the present city limits line; thence N89 degrees 10 minutes 16 seconds E, a distance of 612.25 feet; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E ½ of the SW ¼ of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the said north line, a distance of 665.40 feet, to the Northwest corner of the W ½ of the E ½ of the SW ¼ of Section 10; thence S0 degrees 0 minutes 0 seconds W, a distance of 1492.67 feet; thence N90 degrees 0 minutes 0 seconds W, a distance of 2318.65 feet; thence S 29 degrees 39 minutes 59 seconds E, a distance of 1269.12 feet to a point on the west line of the E ½ of the E ½ of the E ½ of the SE ¼ of said Section 9 and the north line of Colorado State Highway No. 50, and the present city limits line; thence S 88 degrees 08 minutes 38 seconds E, continuing along said City Limits line, a distance of 178.88 feet; thence N 77 degrees 48 minutes 53 seconds E, continuing along said City Limits line, a distance of 152.37 feet; thence N 77 degrees 32 minutes 17 seconds E, continuing along said City Limits line, a distance of 312.70 feet; thence N 67 degrees 53 minutes 08 seconds E, continuing along said City Limits line, a distance of 309.71 feet; thence N 10 degrees 48 minutes 11 seconds, continuing along said City Limits line, a distance of 460.12 feet; thence S 74 degrees 30 minutes 12 seconds E, continuing along said City Limits line, a distance of 441.31 feet; thence S 06 degrees 04 minutes 05 seconds E, continuing along said City Limits line, a distance of 385.19 feet; thence S 23 degrees 35 minutes 46 seconds E, continuing along said City Limits line, a distance of 141.19 feet; thence S 55 degrees 35 minutes 35 seconds E, continuing along said City Limits line, a distance of 166.17 feet to a point on the south line of W ½ of the E ½ of the SW ¼ of said section 10 and the point of beginning.

Containing 80.40 acres, more or less.

2. PROPOSED NEW CITY LIMITS LINE:

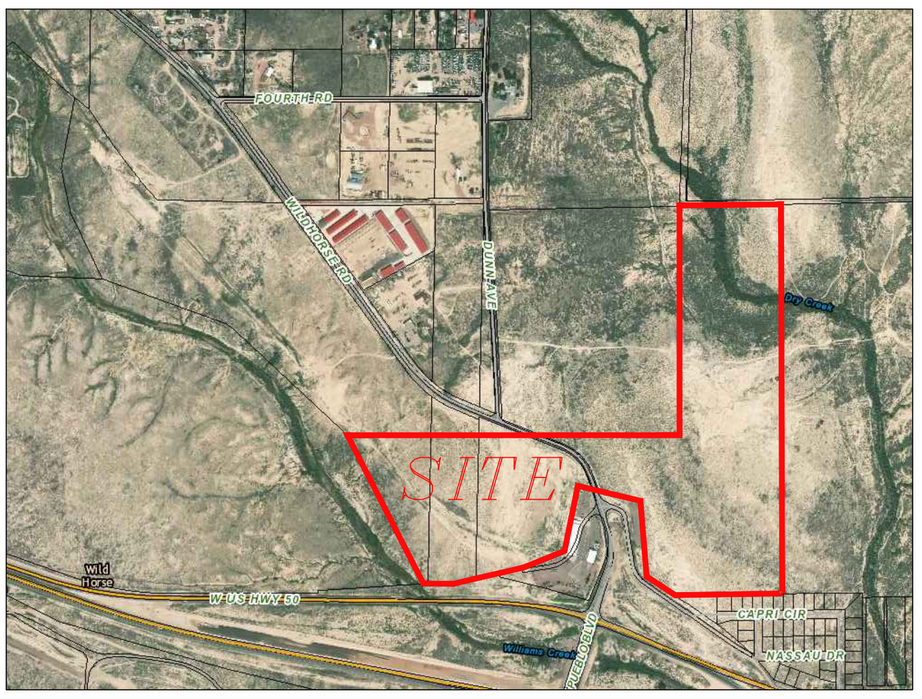
Commencing at the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10; Thence S89 degrees 10 minutes 16 seconds W, a distance of 612.25 feet to the point of beginning the present city limits line; thence N89 degrees 10 minutes 16 seconds E, a distance of 612.25 feet; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E ½ of the SW ¼ of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the said north line, a distance of 665.40 feet, to the Northwest corner of the W ½ of the E ½ of the SW ¼ of Section 10; thence S0 degrees 0 minutes 0 seconds W, a distance of 1492.67 feet; thence N90 degrees 0 minutes 0 seconds W, a distance of 2318.65 feet; thence S 29 degrees 39 minutes 59 seconds E, a distance of 1269.12 feet to a point on the west line of the E ½ of the E ½ of the E ½ of the SE ¼ of said Section 9 and the north line of Colorado State Highway No. 50, and the present city limits line.

3. CERTIFICATION OF PERIMETER:

At least one–sixth of the boundary of the land described in paragraphs one (1) above, is now existing City Limits Line.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

_____
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of NorthStar Engineering & Surveying Inc.



VICINITY MAP
NOT TO SCALE

LEGEND

◑	FOUND 3 1/4" DIAMETER ALUMINUM CAP, PLS 33200
⊙	*FOUND 2" DIAMETER ALUMINUM CAP, PLS 16128*
◉	FOUND 2" DIAMETER ALUMINUM CAP, PLS 33200
✦	*FOUND YELLOW PLASTIC CAP, PLS 16128*
◐	*FOUND YELLOW PLASTIC CAP, PLS 10093*
⚠	FOUND YELLOW PLASTIC CAP, PLS ILLEGIBLE
◒	FOUND 2 1/2" ALUMINUM CAP, PLS 16128
⊘	*FOUND BENT NO. 6 REBAR NO CAP*
✳	*FOUND 3 1/4" DIAMETER BRASS CAP IN CONCRI*
⬡	FOUND 3 1/4" DIAMETER ALUMINUM CAP, PLS 3
(D)	*DEED*
P.O.B.	*POINT OF BEGINNING*
P.O.C.	*POINT OF COMMENCEMENT*
▬	*EXISTING CITY LIMITS LINE*
▬	*PROPOSED CITY LIMITS LINE*

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE:	WILDHORSE ANNEXATION 1		
SCALE:	1" = 300'	DRAWN BY: DMB	FILE: 1804400_ANNEX.DWG
DATE:	05–25–20	CHECKED BY: MLC	JOB NO. 1804400

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, December 8, 2021 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09

Join Zoom Meeting by phone:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
Online and phone Meeting ID and Password:
Meeting ID: 927 1786 7722
Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.
The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Bob Schilling, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Planner; Bart Mikitowicz, Planner; Danielle Baxter, Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to amend the agenda to move SNC-21-04 to the last item on the agenda, Seconded by Schilling.

Motion passed 7-0.

PUBLIC MEETING AND ACTION

1. **A-20-04 Wildhorse Annexation-** Two phase annexation totaling 179.38 acres, generally located north and west of the U.S. West Highway 50 and North Pueblo Blvd. intersection.

   Staff report by Scott Hobson, Acting Director for Department of Planning and Community Development.

   STAFF REVIEW AND FINDINGS:
   Two annexation petitions were filed on July 1, 2020, by Wildhorse Land and Holdings, a Limited Liability Company, for a series annexation of 80.40 acres and 98.80 acres located north of the U.S. Highway 50 West/Pueblo Blvd Interchange. The purpose of the annexation is to provide a location for a mixture of retail uses, high density residential, and business park uses. The applicant is proposing to zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. An overall development plan application has also been submitted and is scheduled to be reviewed by the Planning Commission on January 13, 2021. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time and no building permits may be issued while zoned A-1. The proposed annexation agreement allows for the A-1 zone district to continue for not more than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

   Approximately 55 acres within the west and northwest areas of the proposed annexation are located within the boundaries of the Pueblo West Metropolitan District. If the annexation of the property is approved, the City shall, upon acceptance of public infrastructure improvements in compliance with all city construction standards and requirements, provide for the sanitary sewer, stormwater, parks and recreation, fire, and police services to the areas within city limits that are also within the boundaries of the Pueblo West Metropolitan District boundaries.

   Current Land Use According to Comprehensive Plan: The amended ”2001 Pueblo Regional Development Plan” designates the proposed annexation property as a “Special Development Area.”
   The Pueblo Comprehensive Plan designation of Special Development Area identifies areas where there appear to be multiple possibilities for development. These areas are undeveloped lands with significant development and/or open space potential in strategic locations that suggest the need for careful, location-specific plans for infrastructure and private development.
   The Wildhorse Annexation Overall Development Plan will serve as the master plan for the area.

   Field Observations of Site: The area proposed to be annexed is vacant undeveloped land located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The site consists of native prairie grasses with a generally flat topography, except for gradual hills that extend northeasterly to Wildhorse Creek and border the southwesterly boundary of the property adjacent to Williams Creek. An 825-foot segment of Wildhorse Creek is located within the property, and Williams Creek is located off the boundary of the property. City wastewater service is currently provided to the CDOT Maintenance Facility located at the intersection of Wildhorse Road at the terminus of SH45/Pueblo Boulevard. Pueblo Water potable water service is located within North Pueblo

Boulevard extended and along Wildhorse Road through an extraterritorial water service agreement. Limited stormwater improvements are located along North Pueblo Boulevard extended.

Neighborhood Compatibility: The proposed annexation site is located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The CDOT Maintenance Facility borders the property at the intersection of Wildhorse Road and the terminus of SH45/Pueblo Boulevard. A self-storage facility is located north of the property along the north side of Wildhorse Road. The Holiday Hills Subdivision, in unincorporated Pueblo County, is located to the southeast of the property. This subdivision contains one residential developed property approximately 550 feet for the proposed annexation property. The proposed annexation and mixture of retail uses, high density residential, and business park uses introduces new uses to a generally undeveloped area that will be compatible with the surrounding business park uses. The platted residential lots within the Holiday Hills Subdivision in unincorporated Pueblo County will likely not fully develop without annexing into the City of Pueblo for access to water and wastewater services to the remaining residential lots.

HEARING: Mike Cuppy, NorthStar Engineering., 111 E. 5th Street, represented the application.

No one spoke in support or opposition for the application.

MOTION: Motion to recommend approval of the Wildhorse Annexation, series of two annexations was made by Bailey, second by Avalos.

MOTION PASSED 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

A-20-04

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	December 8, 2021
SUBJECT:	Wildhorse Annexation, Series of two annexations
APPLICANT:	Wildhorse Land and Holdings, a Limited Liability Company Michael Cuppy, NorthStar Engineering and Surveying, Inc.
PROPERTY OWNER:	Wildhorse Land and Holdings, a Limited Liability Company
LOCATION:	North of the U.S. Highway 50 West/Pueblo Blvd Interchange: Series 1 – 80.40 acres Series 2 - 98.8 acres generally located north of the U.S. Highway 50 West/Pueblo Blvd Interchange; a parcel of land in Sections 9 & 10, Township 20 South, Range 65 West, of the 6th P.M.
EXISTING ZONE:	A-3, A-1 and S-1 Zone Districts (Pueblo County)

REQUEST:
The Petitioner/Applicant is requesting to annex 179.2-acres into the City through a series of two annexations with Phase 1 totaling 80.40 acres and Phase 2 totaling 98.80 acres. The property is proposed to be annexed and developed with a mixture of retail uses, high density residential, and business park uses.

ANALYSIS:
The proposed Wildhorse Annexations conform with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

BACKGROUND:
Two annexation petitions were filed on July 1, 2020 by Wildhorse Land and Holdings, a Limited Liability Company, for a series annexation of 80.40 acres and 98.80 acres located north of the U.S. Highway 50 West/Pueblo Blvd Interchange. The purpose of the annexation is to provide a location for a mixture of retail uses, high density residential, and business park uses. The applicant is proposing to zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. An overall development plan application has also been submitted and is scheduled to be reviewed by the Planning Commission on January 13, 2021. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time and no building permits may be issued while zoned A-1. The proposed annexation agreement allows for the A-1 zone district to continue for not more

than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

Approximately 55 acres within the west and northwest areas of the proposed annexation are located within the boundaries of the Pueblo West Metropolitan District. If the annexation of the property is approved, the City shall, upon acceptance of public infrastructure improvements in compliance with all city construction standards and requirements, provide for the sanitary sewer, stormwater, parks and recreation, fire and police services to the areas within city limits that are also within the boundaries of the Pueblo West Metropolitan District boundaries.

CONCURRENT REQUESTS:

ODP-20-01 Wildhorse Annexation Overall Development Plan

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	A-1, A-3 & S-1, Pueblo County
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	• A-1, Agricultural One, A-2, Agricultural Two, A-3 Agricultural Three Districts, all in unincorporated Pueblo County, undeveloped except for a self-storage facility within the A-2 Agricultural District
East	• A-1, Agricultural One, Pueblo County, undeveloped
South	• A-3 Agricultural Three District, S-1 Public Use District, A-1, Agricultural One in Pueblo County, all within unincorporated Pueblo County – U.S. Highway 50/SH 45 Pueblo Blvd interchange within the S-1 and A-1 County Zone Districts, one residence within the Holiday Hills Subdivision in unincorporated Pueblo County • S-1, Governmental Use District within City, CDOT Maintenance Facility
West	• A-3 Agricultural Three District, Pueblo County, undeveloped

B. Current Land Use According to Comprehensive Plan:

The amended **"2001 Pueblo Regional Development Plan"** designates the proposed annexation property as a "Special Development Area."

The Pueblo Comprehensive Plan designation of *Special Development Area* identifies areas where there appear to be multiple possibilities for development. These areas are undeveloped lands with significant development and/or open space potential in strategic locations that suggest the need for careful, location-specific plans for infrastructure and private development.

The Wildhorse Annexation Overall Development Plan will serve as the master plan for the area.

C. Field Observations of Site

The area proposed to be annexed is vacant undeveloped land located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The site consists of native prairie grasses with a generally flat topography, except for gradual hills that extend northeasterly to Wildhorse Creek and border the southwesterly boundary of the property adjacent to Williams Creek. An 825-foot segment of Wildhorse Creek is located within the property, and Williams Creek is located off the boundary of the property. City wastewater service is currently provided to the CDOT Maintenance Facility located at the intersection of Wildhorse Road at the terminus of SH45/Pueblo Boulevard. Pueblo Water potable water service is located within North Pueblo Boulevard extended and along Wildhorse Road through an extraterritorial water service agreement. Limited stormwater improvements are located along North Pueblo Boulevard extended.

D. Neighborhood Compatibility

The proposed annexation site is located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The CDOT Maintenance Facility borders the property at the intersection of Wildhorse Road and the terminus of SH45/Pueblo Boulevard. A self-storage facility is located north of the property along the north side of Wildhorse Road. The Holiday Hills Subdivision, in unincorporated Pueblo County, is located to the southeast of the property. This subdivision contains one residential developed property approximately 550 feet for the proposed annexation property. The proposed annexation and mixture of retail uses, high density residential, and business park uses introduces new uses to a generally undeveloped area that will be compatible with the surrounding business park uses. The platted residential lots within the Holiday Hills Subdivision in unincorporated Pueblo County will likely not fully develop without annexing into the City of Pueblo for access to water and wastewater services to the remaining residential lots.

DEPARTMENT COMMENTS

PUBLIC WORKS AND ENGINEERING COMMENTS

- None

TRANSPORTATION COMMENTS:

- None

PUEBLO COUNTY COMMENTS:

- None

TRANSPORTATION COMMENTS

- None

PARKS AND RECREATION COMMENTS

- I think it's important to have trails extending up north through this area, whether it along wastewater lines or arroyos.

REGIONAL BUILDING COMMENTS

- None

BOARD OF WATER WORKS COMMENTS

- Pueblo Water can serve the proposed annexation as presented, with sufficient quantity both for domestic and fire flow. Pueblo Water will work closely with Developers' Engineer to masterplan (water) for the annexation, including sufficient infrastructure to serve the distinct pressure zones present at this annexation. We have no further comments at this time.

COLORADO DEPARTMENT OF TRANSPORTATION COMMENTS

- See attached letter from Arthur Gonzales, CDOT R2 Access Manager, dated 1/20/2021

COMCAST COMMENTS

- None

EXCEL ENERGY COMMENTS

- Xcel does not have gas north of Hwy 50 at Pueblo Blvd

QWEST COMMENTS

- None

PUEBLO CITY SCHOOL DISTRICT 60

- None

CITY OF PUEBLO STORMWATER

- See attached memo from John Sakariason, Drainage Engineer, dated 12/18/2020

CITY OF PUEBLO WASTEWATER

- See attached memo from Sonia Mondragon, Wastewater Engineer dated 12/11/2020

SOUTHEASTERN CLOLORADO WATER CONSERVANCY DISTRICT

- See attached letter from Garrett Markus, P.E. dated 11/17/2020

SPECIAL INFORMATION

STATUTORY REQUIREMENTS WHICH EXIST FOR ANNEXING PURPOSES (Colorado Revised Statutes)

1. **Section 31-12-104 –**That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.

The proposed annexation is separated into two phases with the first phase totaling 80.40 acres and the second phase totaling 98.80 acres. The required one-sixth (1/6) contiguity of the area proposed to be annexed for each phase is established on the Annexation Plats and meets the requirements for annexation. The contiguity for the second phase is established through the approval of the first phase annexation. All of the property is within three miles of existing city limits.

2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.

   The City of Pueblo adopted the updated "City of Pueblo 3-Mile Annexation Master Plan for the Year 2021" on March 8, 2021.

3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres. A report was submitted to the Planning and Community Development Department. The content of the report fulfills the statutory requirements; however, a map containing the items listed below must be submitted to the Department prior to City Council Review:

   a. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
   b. The present streets, major trunk mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;
   c. The existing and proposed land use patterns in the areas to be annexed.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

a) The proposed annexation must be a logical extension of the City's boundary and municipal services.

   The proposed annexation requires the extension of the City wastewater system, Board of Water Works domestic water, and the provision of police and fire services. Based on the comments received from City staff, the proposed annexation appears to be a logical extension of the City's boundary and municipal services.

b) The property shall be zoned and subdivided in conformity with the Code of Ordinances for the City of Pueblo.

   A requirement of the annexation agreement will be for the petitioner to apply to zone the property within the City of Pueblo within 90 days following the approval of an ordinance annexing the property into the City. The applicant intends to zone the property as A-1, Agricultural One as an interim zoning classification. Prior to development, the applicant will rezone the property in compliance with an approved Overall Development Plan which will serve as the master plan in accordance with the Title XVII of the Pueblo Municipal Code.

c) The petitioner shall dedicate land and rights of way for public uses and facilities required by the City.

   The dedication of land and rights of way for roads and utility lines will be completed at the time of subdivision.

d) The petitioner shall comply with all applicable requirements of the City of Pueblo's Public Works Department and other City utility companies for the installation of mains, lines, stations, or other utility facilities.

The petitioner will be required to have an Overall Development Plan approved by the City Planning & Zoning Commission that addresses the master plan requirements within the Annexation Agreement.. In addition, the petitioner must comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED MOTION: Staff recommends Planning and Zoning Commission recommend approval of the annexation to City Council.

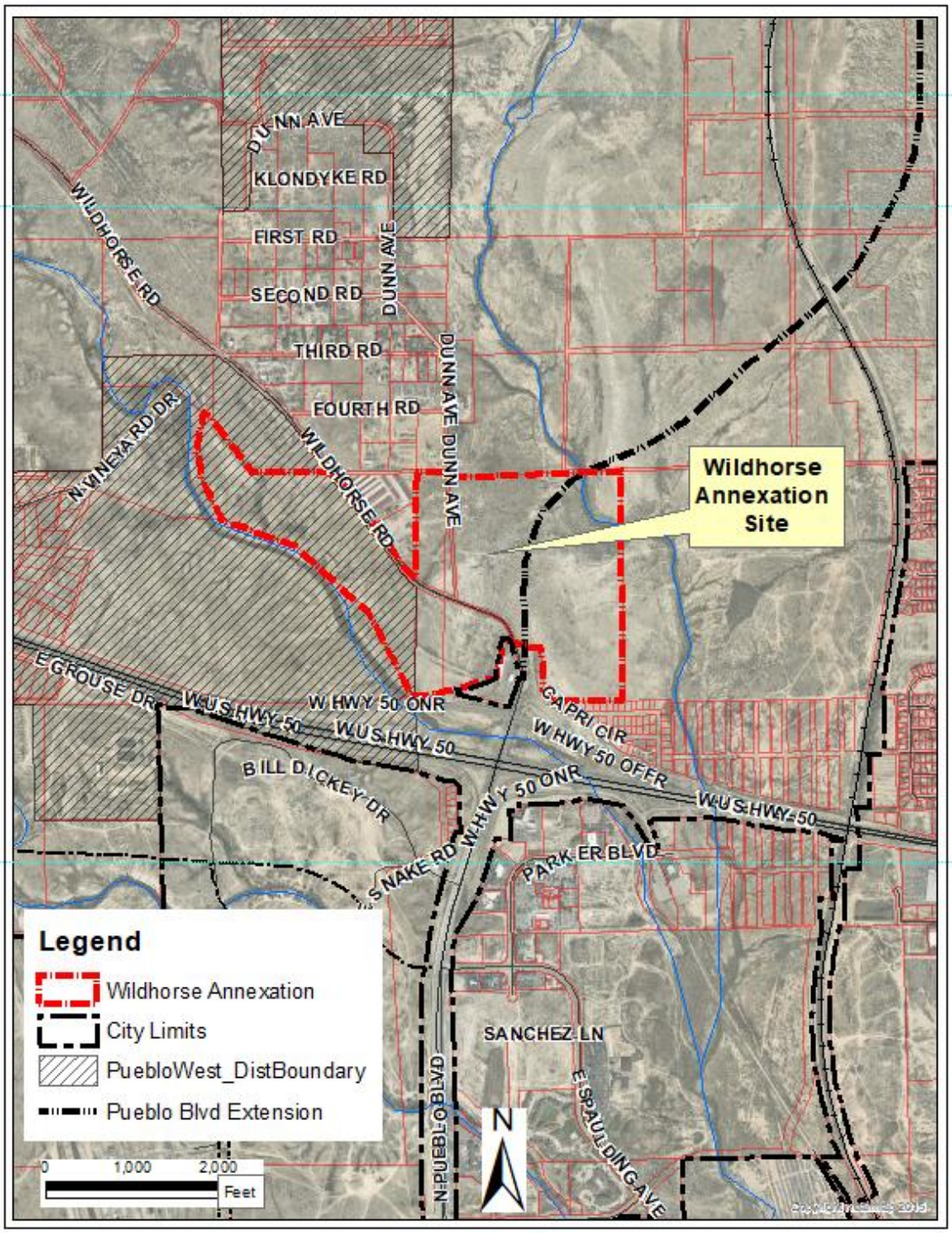
CONCLUSION:

The City staff has reviewed the annexation request and recommends approval of the annexation with the condition that the applicant signs an Annexation Agreement, which includes the provisions of Exhibit C of the Annexation Agreement.

ATTACHMENTS:

A. Aerial Photograph
B. Zoning Map
C. Comprehensive Future Land Use Map
D. Site Photographs
E. Annexation Plats
F. Impact Report
G. Letter from Arthur Gonzales, CDOT R2 Access Manager, dated 1/20/2021
H. Stormwater Memo from John Sakariason, Drainage Engineer, dated 12/18/2020
I. Wastewater Memo from Sonia Mondragon, Wastewater Engineer dated 12/11/2020
J. Southeastern Colorado Water Conservancy District, Letter from Garrett Markus, P.E. dated 11/17/2020

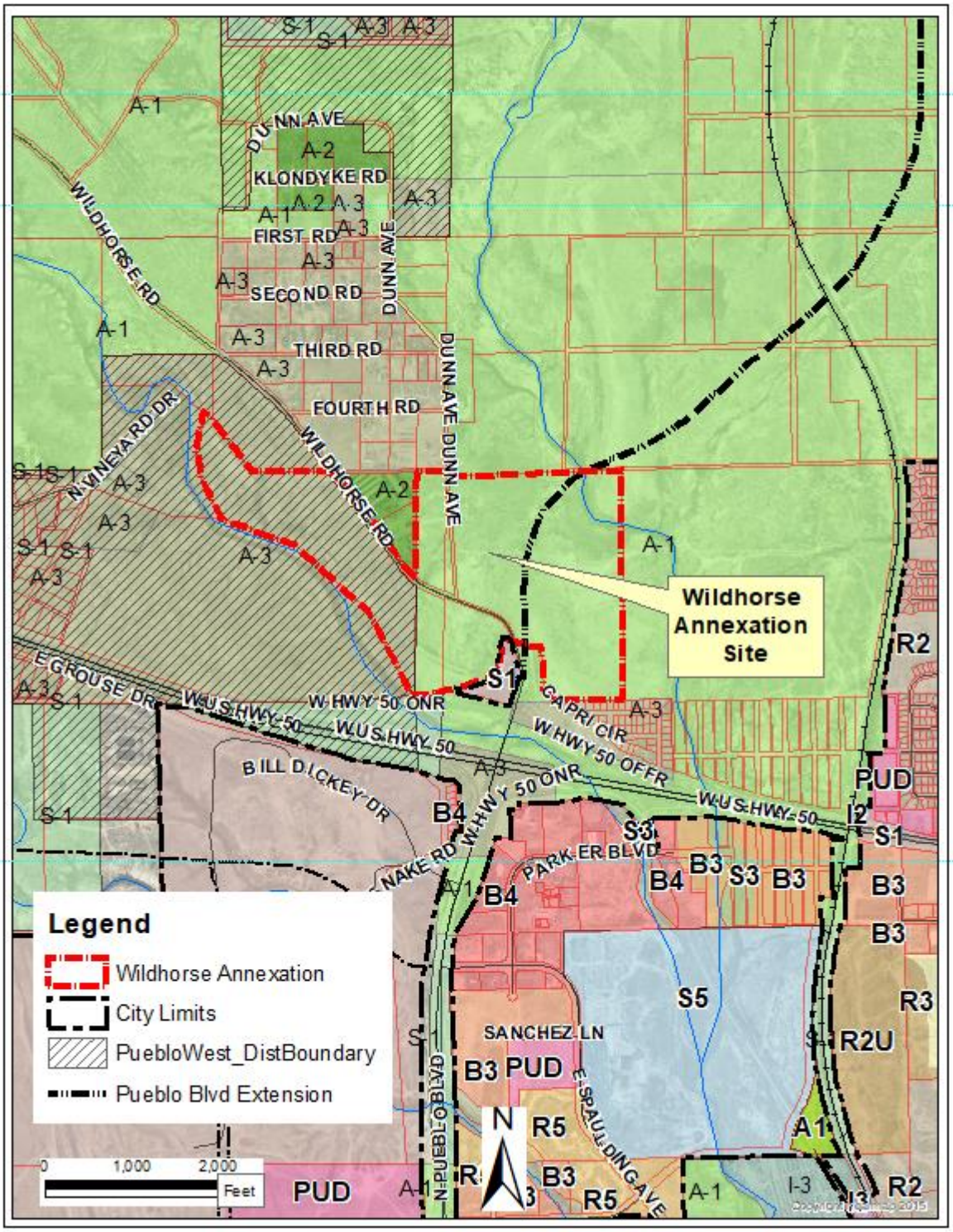
CITY OF PUEBLO
PLANNING AND COMMUNITY DEVELOPMENT



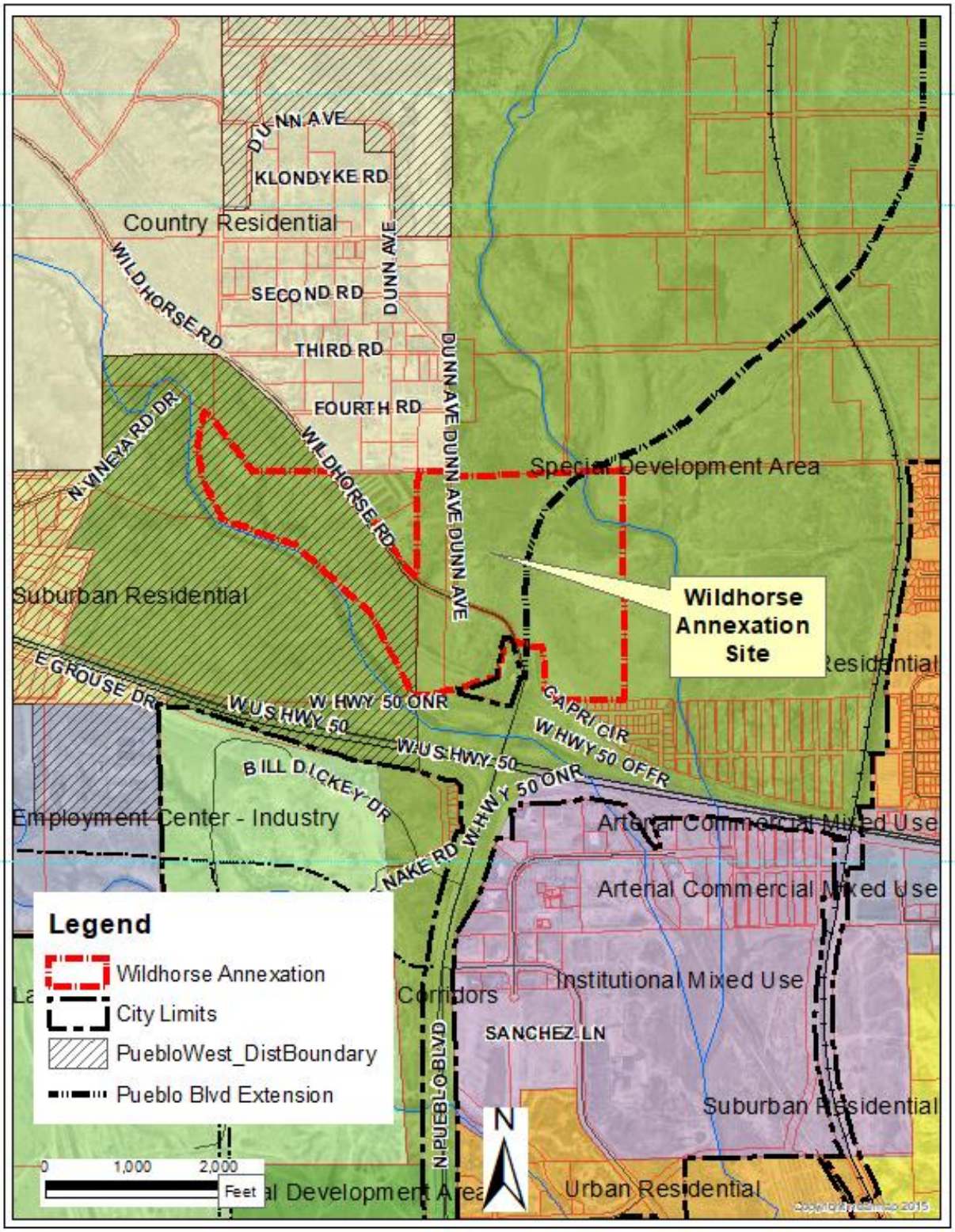
Attachment A

Aerial Photograph of Annexation Site

ATTACHMENT B - CITY OF PUEBLO
PLANNING AND COMMUNITY DEVELOPMENT



Zoning Map Pueblo Springs Apartments Annexation



ATTACHMENT C
Comprehensive Plan Pueblo Springs Apartments Annexation Site



ATTACHMENT D

LOCATION:	**Wildhorse Annexation Site - Southeast from Wildhorse Road**



ATTACHMENT D

LOCATION:	**Wildhorse Annexation Site - East from Wildhorse Road**



ATTACHMENT D

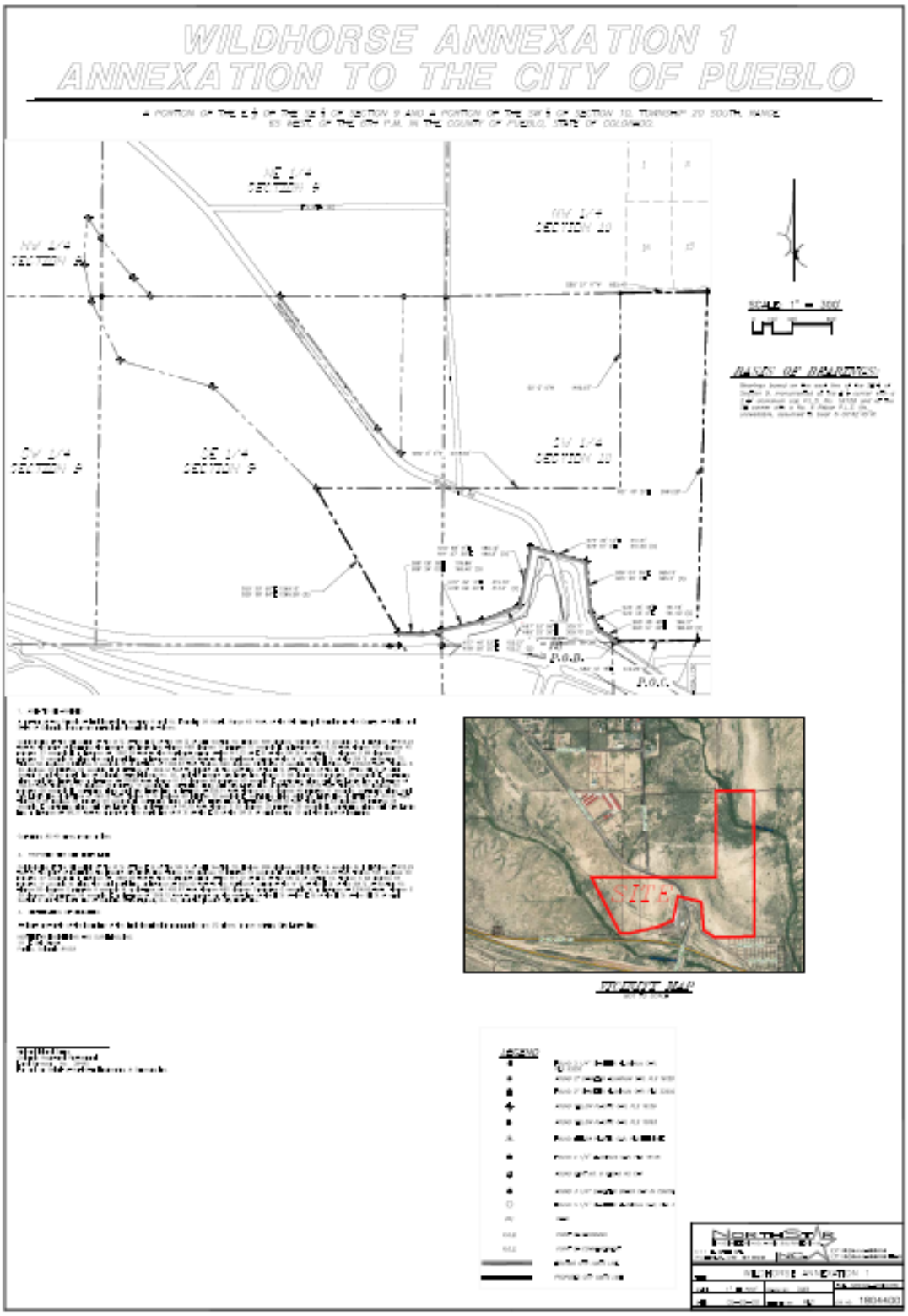
LOCATION:	**Wildhorse Annexation Site - Northeast from Wildhorse Road**



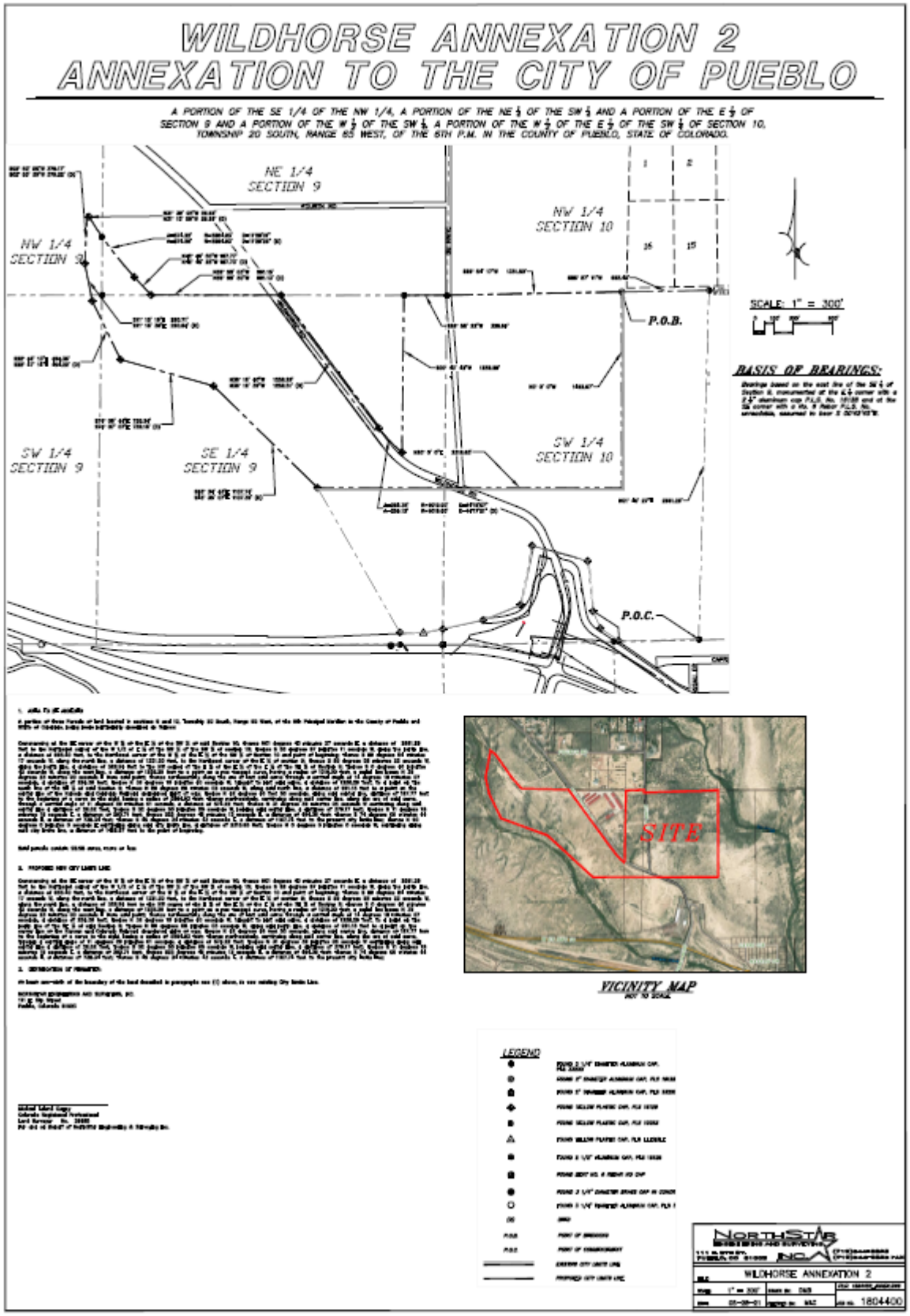
ATTACHMENT D

LOCATION:	**Wildhorse Annexation Site - Southwest from Wildhorse Road**

ATTACHMENT E



ATTACHMENT E



ATTACHMENT F

ANNEXATION TO THE CITY OF PUEBLO

***

IMPACT REPORT
FOR
Wildhorse Annexation 1

The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

(a) A map or maps of the municipality and adjacent territory to show the following information:

(I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the Wildhorse Annexation, attached as Exhibit 1.

(II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

Wildhorse Road and Dunn Avenue are currently located on the site. Municipal Water is currently in Wildhorse Road right-of-way (16" PVC) that runs from the south end of the site to the northwest of the annexation area and is adequately sized for service to the annexation area. Pueblo Boulevard and other utilities that are not currently extended north to the proposed annexed area will be required to be extended north upon subdivision of said area. There is currently no sanitary or storm sewer on the site.

(III) The existing and proposed land use pattern in the areas to be annexed;

Existing land use pattern in the areas adjacent to the annexed area are primarily agricultural. The proposed land use for the annexed area will be primarily commercial with limited residential.

(b) A copy of any draft or final pre-annexation agreement, if available;

Not applicable

(c) A statement setting forth the plans of the municipality for extending to, or otherwise providing for within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

The City of Pueblo will provide police and fire protection to this annexed area. This site's main entrance will be the proposed extension of Pueblo Boulevard. This road will be utilized by the workers that will enter the site on a sporadic schedule during the construction period. Employees will enter the site on a daily basis once operational and, maintenance/delivery trucks may also need access when operational.

(d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Fire and police services will be funded through the City's General Fund.

(e) A statement identifying existing districts within the area to be annexed;

The property is within the boundaries of the Pueblo Regional Library District, School District No. 60, and the Lower Arkansas Valley Water Conservancy District.

(f) A statement on the effect of annexation upon local public-school district systems, including the estimated number of students generated and the capital construction required to educate such students.

This annexation will consist of commercial use. Employees at the commercial sites will likely live in a variety of areas both within and outside of School District No. 60 and School District 70 boundaries. The annexation will have a positive impact on the property tax base for School Districts, with a minimal impact on the need to add classroom space or associated school facilities.

ATTACHMENT F

ANNEXATION TO THE CITY OF PUEBLO

***

IMPACT REPORT
FOR
Wildhorse Annexation 2

The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

(a) A map or maps of the municipality and adjacent territory to show the following information:

(I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the Wildhorse Annexation 2, attached as Exhibit 1.

(II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

Wildhorse Road and Dunn Avenue are currently located on the site. Municipal Water is currently in Wildhorse Road right-of-way (16" PVC) that runs from the south end of the site to the northwest of the annexation area and is adequately sized for service to the annexation area. Pueblo Boulevard and other utilities that are not currently extended north to the proposed annexed area will be required to be extended north upon subdivision of said area. There is currently no sanitary or storm sewer on the site.

(III) The existing and proposed land use pattern in the areas to be annexed;

Existing land use pattern in the areas adjacent to the annexed area are primarily agricultural. The proposed land use for the annexed area will be primarily commercial with limited residential.

(b) A copy of any draft or final pre-annexation agreement, if available;

Not applicable

(c) A statement setting forth the plans of the municipality for extending to, or otherwise providing for within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

The City of Pueblo will provide police and fire protection to this annexed area. This site's main entrance will be the proposed extension of Pueblo Boulevard. This road will be utilized by the workers that will enter the site on a sporadic schedule during the construction period. Employees will enter the site on a daily basis once operational and, maintenance/delivery trucks may also need access when operational.

(d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Fire and police services will be funded through the City's General Fund.

(e) A statement identifying existing districts within the area to be annexed;

The property is within the boundaries of the Pueblo Regional Library District, School District No. 60, and the Lower Arkansas Valley Water Conservancy District.

(f) A statement on the effect of annexation upon local public-school district systems, including the estimated number of students generated and the capital construction required to educate such students.

This annexation will consist of commercial and minor residential use. Direct impact to the school system will occur from this residential development. It is estimated the possible number of students will be 96. School District No. 60 has a goal of providing a minimum of 115 ft² of space per student and 8-10 acres of usable acres for elementary schools designed for 400 students. The annexation will have a minimal impact on the need to add classroom space or associated school. Employees at the commercial sites will likely live in a variety of areas both within and outside of School District No. 60 and School District 70 boundaries. The annexation will have a positive impact on the property tax base for School Districts, with a minimal impact on the need to add classroom space or associated school facilities.

ATTACHMENT G

COLORADO
Department of Transportation
Region 2 Permits
5615 Wills Blvd.
Pueblo, CO 81008-2349

January 20, 2021

Karen Elgin, Land Use Technician
City of Pueblo - Planning dept.
211 E. d Street
Peublo, CO 81003

RE: WL Annexation and Wildhorse Annexation

Dear Karen,

I am in receipt of referral requests for comments for WL Annexation and Wildhorse Annexation.

The subject property of WL Annexation is located north of Highway 50 West, south of Platteville Boulevard, and generally east of Wildhorse Creek. The subject property located in portions of Sec 2,3,10, and 11, T 20S, R 64W, of the 6th PM in Pueblo County, Colorado. It is currently zoned A-3 on 693.1 acres.

The subject property of Wildhorse Annexation is located north of the Highway 50 West/Pueblo Boulevard (SH45) interchange and northwest of Wildhorse Road. The subject property located in portions of Sec 9 and 10, T 20S, R 65W, of the 6th PM in Pueblo County, Colorado. It is currently zoned A-3 on 179.38 acres. After review of all documentation we have the following comments:

Traffic:

The traffic reports for WL Annexation and Wildhorse Annexation dated July 6, 2020 have been reviewed by a CDOT Traffic Engineer. Their comments follow:

- The concept plan is for the extension of Pueblo Blvd. to be a State Highway; this was studied by CDOT in the late 90's and again with the US50 PEL. As such this roadway corridor should be classified as an Expressway with a 300-foot ROW and meet the intersection spacing requirements of the CDOT access code. Anything less than an Expressway designation will not be entertained by CDOT if the intent is to classify this roadway as a State Highway.
- The site, at full build out, generates 51,345 daily trips. The existing intersections of Wildhorse/45 and 50/45 are not designed to accommodate such traffic. The US50 PEL suggests the construction of a Diverging Diamond Interchange as traffic volumes increase. At the rezoning of the property, CDOT will require a Master Traffic Impact Study, per CDOT guidelines and with specific attention being paid to the timing of funding of improvements.

Hydraulics:

The Drainage Master Plans for WL Annexation and Wildhorse Annexation dated July 2020 have been reviewed by a CDOT Hydraulics Engineer. Their comments follow:

- The master plan proposes development to the north of the intersection of Wildhorse and US 50. There are 10 parcels of development shown in the Master Plan with four points of discharge after onsite detention. Three of the four points of discharge are to the west into Williams Creek. The fourth point of discharge is from the southeasterly most parcel and it is to the south into CDOT right of way. This southerly discharge direction changes the historic path of existing surface drainage which is to the east and to Wildhorse Creek. Existing drainage from the project does not historically enter the right of way of US 50. The historic path runs to the east into Wildhorse Creek, parallel and north of the right of way. The proposed drainage patterns should remain unchanged from the existing patterns of surface runoff. CDOT has developed a LIDAR based model of the surface in WMS software to determine the flow paths of the topography.
- CDOT's Maintenance Yard is protected from the developed discharge shown on the proposed lot plan in the Drainage Master Plan.
- The proposed extension of SH 45 will require that any discharge into the proposed highway be made in storm sewer to an inlet or manhole and not as a surface discharge into the right of way.
- The CDOT structures downstream and subject to impact by the Master Drainage Plan are:
    1. K-18-O
    2. 045A008650BL
    3. K-18-CZ
    4. K-18-AC
    5. K-18-CW
- The detention system proposed by the Master Drainage Plan shall detain developed runoff rates to their existing rates prior to discharge upstream of these structures. CDOT drainage design manual requirements for Hydrology may be found in chapter 7 of the Drainage Design Manual, including, but not limited to, return frequency and methods. How will the temporary realignment of Wildhorse Road tie into Pueblo Blvd?
- Future MS4 ponds for Pueblo Blvd will need to be identified, maintenance will be performed by the City of Pueblo.

Access:

CDOT Access Department has reviewed the submitted documents and my comments follow:

- CDOT Access Department will need to be continuously involved with the project moving forward. No Access Permits are required as of this annexation.
- A 1601 Study may be required for the extension of SH45/Pueblo Blvd. if an interchange is developed.
- An Access Permit will be required for any connection of local roadways to State Highways once alignments are determined.
- CDOT access Dept. does not have any comments as to the Annexation proposed.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor

advertising. Please contact Mr. Todd Ausbun at (719) 696-1403 for any questions regarding advertising devices.

- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Ausbun.

Please contact me in Pueblo at (719) 546-5732 or (719) 248-0905 with any questions.

Sincerely,

Arthur Gonzales
CDOT R2 Access Manager

Xc: Hu
Haberman
Whittlef
Jagow/Jones
Dahlke
Cress
Ausbun
Vigil/Gonzales/file

ATTACHMENT H

Jeff Hawkins, PE, CFM
Director of Stormwater

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Scott Hobson, Acting Director of Planning & Community Development

FROM: John Sakariason, Drainage Engineer

DATE: December 18, 2020

SUBJECT: Wildhorse Annexation Master Plan & WL Enterprises Master Plan Stormwater review 1st submittal

---

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = December 18 Comments
(~~Crossed out items~~ indicate they have been addressed.)

WL Enterprises Master Plan

Report:
Drainage report checklist not included. Cover letter not signed and certified by engineer.
Note - Engineer of record must review and sign off that he has reviewed this drainage report before submitting to the City.
A regulatory floodplain goes through portions of this development. No discussion or floodplain information was provided per the requirements on the checklist.

The calculation of peak runoff using Rational Method from MHFD does not meet the COP criteria. Utilize Standard Form SF-4.

Calculations:

All detention basin stage-storage graphs are blank and appear to serve no purpose. Why are they included in the report?

There are detention ponds shown to be in series. The amount of acreage tributary to the proposed series of detention ponds exceeds 160-acres. The Rational Method provides no means or methodology to generate and route hydrographs through drainage facilities. The Rational Method of analysis will inherently lead to inefficiencies in the required storage volume of the downstream facilities and should not be used. Please use an appropriate analysis method such as SCS or CUHP.

MHFD Detention spreadsheets were used for detention calculations. The table below shows applicable basin sizes. Since the Rational Method was used, it is likely that the spreadsheet results are not accurate. https://udfcd.org/wp-content/uploads/uploads/vol1%20criteria%20manual/06_Runoff.pdf

Table 6-1. Applicability of hydrologic methods

Watershed Size (acres)	Is the Rational Method Applicable?	Is CUHP Applicable?
0 to 90	Yes	Yes
90 to 160	No	Yes
160 to 3,000	No	Yes[1]
Greater than 3,000	No	Yes (subdividing into smaller catchments required)[1]

1. Subdividing into smaller subcatchments and routing the resultant hydrographs using SWMM may be needed to accurately model a catchment with areas of different soil types or percentages of imperviousness.

When modeling large watersheds, the subcatchment sizes can influence results. If heterogeneous land uses are "lumped" together into large subcatchments, the models may not accurately account for the "flashy" nature of runoff from impervious surfaces and peak rates of runoff may be underestimated. On the other hand, defining very small subcatchments can lead to complicated and unrealistic routing that can overestimate peak rates of runoff.

Map:

Vicinity Map is the same scale as all other maps and does not clearly show or label the site in relation to the nearest major roads or cities.

Contours are required to be shown over the entire development area and are not.
Basin lines are not clearly shown and do not match legend. There is a bermed railroad track that should be a basin line but has not been delineated. There are several existing culverts through this bermed railroad track that are required to be shown on the drainage map and are not.
There are existing tributary natural drainage channels that are required to be shown and are not.

A more exhaustive review of the drainage plan and report will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing or needs changed. Another full review will be required.

Wildhorse Annexation Master Plan

Report:
Drainage report checklist not included. Cover letter not signed and certified by engineer.
Note - Engineer of record must review and sign off that he has reviewed this drainage report before submitting to the City.

A regulatory floodplain goes through portions of this development. No discussion or floodplain information was provided per the requirements on the checklist.

Calculations:

The calculation of peak runoff using Rational Method from MHFD does not meet the COP criteria. Utilize Standard Form SF-4.

Map:

Contours are required to be shown over the entire development area and are not.
Basin lines according to the legend look like floodplain boundaries. Please revise plan and legend to match.

WH-4-A and WL-VIII-B (WL Enterprises Master Plan) appear to be the same basin. There is a proposed detention pond in WH-4-A and WL-VIII-A that would be right next to each other. This does not make sense. Please explain.

A more exhaustive review of the drainage plan and report will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing or needs changed. Another full review will be required.

ATTACHMENT I

Nancy Keller
Wastewater Director

city of PUEBLO colorado

1300 S. Queens Ave
Pueblo, CO 81001

Phone (719) 553-2892
Fax (719) 553-2957

City of Pueblo Wastewater Department

MEMORANDUM

TO: Karen Elgin, Planner
FROM: Sonia Mondragon
DATE: 12/11/20
SUBJECT: Wildhorse Annexation Sanitary Sewer Master Plan Review

---

This memo is intended to serve as the Wastewater review of the referenced first master plan review submittal and shall be used as a record of the reason for the results of the review.

Section V. Design Requirements
Please use the hydraulic element to calculate the peak allowable flow, which can be found on Figure 2 of page 27 of the Sanitary Sewer Design Criteria Manual.

Section VI. Upstream Considerations
Pipes diameters do not appear to be sized for the upstream service areas. According to Section VI. Upstream Considerations, the area north of the site boundary along Pueblo Blvd., has 280 acres of undeveloped land, calculating to 1.316 cfs/acre (using the flow factor for "Areas outside Master Plan" (unplanned)). The area northwest of the site boundary along Hwy 50 has 400 acres of undeveloped land, calculating to 1.8 cfs/acre (using the flow factor for "Areas outside Master Plan" (unplanned)).

Section VIII. Outfall Sewer Alignment
Where is the existing sanitary sewer downstream of the connection point that was analyzed? What is the capacity analysis that is being referred to? The mains downstream of the 18-inch bottlenecks to an 8-inch main. An alternate alignment will need to be considered since existing conditions do not accommodate the additional flows from this proposed annexation. It may be possible to redirect the proposed flow from this annexation to the proposed sanitary sewer extension for the Southern Colorado Clinic project.

Please omit the last sentence of the first paragraph, stating "All upgrades downstream of the proposed connection points, if required, will be the sole responsibility of the City of Pueblo" as this contradicts with Section 16.5.4 of the City Ordinance.

> ec. 16-5-4. - System improvements and extensions.
> Upon and after the effective date of the ordinance adopting this Chapter, all development within the City shall require connection to the City's wastewater collection system and compliance with this Chapter. Should extension, addition or improvement to the collection system be required in order to connect or properly serve any development, as determined by the Director, it shall be the

developer's responsibility to construct such extension, addition or improvement, including any off-site, oversized or perimeter sewer collection system improvements, in accordance with the City's design criteria and specifications and at the developer's expense, subject to cost recovery as provided in this Chapter. (Ord. 6424, 4-26-99)

Section IX. Conclusion/Restrictions
The first sentence of this paragraph is confusing. Throughout the report, the calculations show that the existing 8-inch main servicing the Highway 50 West CDOT Maintenance Facility needs to be upsized by the city, however, the first sentence states that "the existing infrastructure has the capacity to handle all new flow". Please omit or clarify this statement.

Appendix A
Include peak factor calculation table showing the flow factor used to calculate the flow from each sub-basin.

Appendix B
Include Sanitary Sewer exhibit (Wastewater Master Plan – B-3 from the Index page)
showing the direction of flow and pipe sizes for each basin.

Footer
Change the footer to the correct name of the project. Currently, the footer says "WL Enterprises ODL" and should be "Wildhorse…"

ATTACHMENT J

SOUTHEASTERN COLORADO
Water Conservancy District
"Your investment in water"

November 17, 2020

WL Enterprises Ltd
Attention Dee Rogers Brown, GP
503 N. Main Street Suite 125
Pueblo CO 81003

Subject: Notice of annexation for WL Annexation determined to be outside of Southeastern Colorado Water Conservancy District's boundaries

Dear Ms. Dee Rogers Brown:

Southeastern Colorado Water Conservancy District (District) received the notice of the below Wildhorse Annexation.

County	Name of Applicant	Commonly Known As	Legal description of property
Pueblo	WL Enterprise Ltd	WL Annexation	Section 2,3,10 and 11 T20SR64

The District has determined that a the area requesting inclusion is located **outside** of the Southeastern Colorado Water Conservancy District boundaries.

According to the District's formation decree, and repayment contract for the Fryingpan-Arkansas Project with the U.S. Bureau of Reclamation (Reclamation), Secretarial assent is needed for changes of lands to be included in the District.

This assent is subject to Reclamation's review for National Environmental Policy Act (NEPA) compliance. ***The Applicant*** will need to complete the following attached questionnaire titled, *Application for Assent for Proposed Inclusions into the Southeastern Colorado Water Conservancy District and Ability to Receive of Fryingpan-Arkansas Project Water.* During the process, Reclamation may require further information.

NOTE: The Municipality or the Applicant is responsible for all costs related to Reclamation's review of inclusion.

Please recognize that this inclusion is ***NOT*** eligible to receive benefits from the Fryingpan-Arkansas Project until Reclamation has completed the NEPA process and assented to the inclusion into the District. The inclusion is subject to applicable terms and conditions that may be imposed by the District Board of Directors, not inconsistent with previous inclusion orders involving the same municipality, as provided in C.R.S. § 37-45-136(3.6), and which will be consistent with the District's Decree. The following are the District's standard terms and conditions for inclusion of municipal annexations:

a. Approval of the inclusion into the Southeastern Colorado Water Conservancy District ("District") will not increase the amount of Fryingpan-Arkansas Project water available to the Municipality. Any Fryingpan-Arkansas Project water used on these included lands will need to come from the water allocated to the Municipality through Fryingpan-Arkansas Project water allocations made pursuant to the District's Allocation Principles and Policies; and

b. Any use of Fryingpan-Arkansas Project water on the included lands is subject to the decrees for the Fryingpan-Arkansas Project, and to all lawful rules, regulations, principles, policies, and contractual obligations of the Southeastern Colorado Water Conservancy District; and

c. The included lands will be subject to ad valorem taxes levied by the District as any other similarly situated lands in the Southeastern Colorado Water Conservancy District at the time of this inclusion; and

d. Prior to the District filing a petition for District Court approval of this inclusion, the Municipality and/or owner(s) of the annexed lands shall have paid all costs charged by the United States in connection with the contracting officer's assent to this inclusion.

NOTE: The inclusion process should be completed prior to any proposed land use change or proposed ground disturbance. All inclusion parcels are subject to the National Historical Preservation Act, 36 CFR 800, and NEPA. Any change in land use or disturbance after beginning the inclusion process and before Secretarial assent may cause the parcel to be permanently ineligible to receive Project water.

If you have any questions, please contact me at (719) 766-4261 or by e-mail garrett@secwcd.com.

Sincerely,

Garrett J. Markus, P.E.
Water Resources Engineer

Attachments:

- Application for Assent for Proposed Inclusions into the Southeastern Colorado Water Conservancy District and Ability to Receive of Fryingpan-Arkansas Project Water

CC: City of Pueblo – Planning Department
District Files

City Clerk's Office Item # R-5

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director of Planning and Community Development

SUBJECT: AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 2 TO THE CITY OF PUEBLO DESCRIBED AS 98.98 ACRES OF LAND LOCATED NORTH AND WEST OF THE WILDHORSE ANNEXATION 1 AND EAST AND WEST OF WILDHORSE ROAD

SUMMARY:

The Petitioner is requesting to annex the property containing 98.98 acres into the City of Pueblo commonly known as the Wildhorse Annexation 2 to the City of Pueblo. This is the second phase of a two-phase annexation that will total 179.38 acres.

PREVIOUS COUNCIL ACTION:

On June 14, 2021 City Council approved a Resolution No. 14633 preliminarily determining that the petition for annexation of the area commonly known as the Wildhorse Annexation 2 is valid under the provisions of Colorado Revised Statutes Section 31-12-107(1).

BACKGROUND:

The Wildhorse Annexation 2 is located north and west of the Wildhorse Annexation 1 and east and west of Wildhorse Road. The Petitioner is requesting to annex 98.98 acres into the City to facilitate the development of a mixture of retail uses, high density residential, and business park uses. The proposed annexation site is located north of unincorporated Pueblo County (A-1, Agricultural One, A-2, Agricultural Two, A-3, Agricultural Three Districts), which are undeveloped except for a self-storage facility within the A-2 Agricultural District. The property to the east is undeveloped A-1, Agricultural One in Pueblo County. The property to the south has A-3, Agricultural Three, A-1, Agricultural One, and S-1, Public Use Districts within unincorporated Pueblo County. There is one residence south of the property within the Holiday Hills Subdivision in unincorporated Pueblo County. In addition, the Colorado Department of Transportation Maintenance Facility and Yard is located south of the property within city limits. The area west of the property is undeveloped A-3, Agricultural Three in Pueblo County.

The annexation agreement identifies that the property will be zoned City A-1, Agricultural One as an interim zone district. The annexation agreement allows for the A-1 zone district to continue for not more than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

FINANCIAL IMPLICATIONS:

The Petitioners acknowledge and agree that upon the annexation, the property shall become subject to the Charter, Ordinances, Resolutions, rules, and regulations of the City, but that the City shall have no obligation to furnish or extend municipal services, including but not limited to sanitary sewer services, to the area proposed to be annexed.

BOARD/COMMISSION RECOMMENDATION:

The City Planning and Zoning Commission reviewed the annexation at the December 8, 2021, Regular Meeting. A motion to approve the proposed annexation was made by Commissioner Bailey and seconded by Commissioner Avalos to recommend approval of the proposed annexation petition. Motion passed 7-0.

STAKEHOLDER PROCESS:

Annexation Impact Reports have been filed with taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

City Council could vote to not approve the annexation Ordinance. The applicant could resubmit an annexation petition in the future subject to the applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1).

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Wildhorse Annexation 2 Plat
Minutes of the Planning and Zoning Commission December 8, 2021
Planning and Zoning Commission Staff Report with Exhibits

ORDINANCE NO. 10104

AN ORDINANCE ANNEXING UNINCORPORATED LAND COMMONLY KNOWN AS THE WILDHORSE ANNEXATION 2 TO THE CITY OF PUEBLO DESCRIBED AS 98.98 ACRES OF LAND LOCATED NORTH AND WEST OF THE WILDHORSE ANNEXATION 1 AND EAST AND WEST OF WILDHORSE ROAD

WHEREAS, the City Planning and Zoning Commission has recommended that the area described in Section 1 hereof be annexed to the City of Pueblo; and,

WHEREAS, the City Council has heretofore found and determined by Resolution that the Petition for Annexation and the area described in Section 1 hereof to be in compliance with the notice and other applicable provisions of the Municipal Annexation Act of 1965 and C.R.S. §31-12-104, 105 and 107(1); and,

WHEREAS, the City Council has by Resolution found and determined that an election is not required under C.R.S. §31-12-107 (2) and no additional terms and conditions are to be imposed upon the area described in Section 1 other than those set forth in the Petition for Annexation and the Annexation Agreement; NOW, THEREFORE,

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

SECTION 1.

The following described area situated in Pueblo County, Colorado, is hereby annexed to Pueblo, a Colorado Municipal Corporation, subject to the terms and conditions set forth in the Petition for Annexation and the Annexation Agreement, and the official map of the City shall be amended to show such annexation:

1. **AREA TO BE ANNEXED**

WILDHORSE ANNEXATION 2

A portion of three Parcels of land located in sections 9 and 10, Township 20 South, Range 65 West, of the 6th Principal Meridian in the County of Pueblo and State of Colorado, being more particularly described as follows:

Commencing at the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10; thence N01 degrees 40 minutes 27 seconds E, a distance of

2661.29 feet to the Northeast corner of the W 1/2 of E ½ of the SW ¼ of the SW ¼ of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the north line, a distance of 665.40 feet, to the Northwest corner of the W ½ of the E ½ of the SW ¼ of Section 10 and point of beginning; thence S 89 degrees 54 minutes 17 seconds W, along the north line, a distance of 1331.50 feet, to the Northeast corner of the E ¼ of section 9; thence S 89 degrees 58 minutes 22 seconds W, along the north line, a distance of 328.94 feet to the NW corner of the E ½ of the E ½ of the E ½ of the SE ¼ of Section 9; thence S 0 degrees 40 minutes 42 seconds W, along the west line, a distance of 1258.29 feet to a point on a non-tangent curve, having a radius of 1019.00 feet, a radial line bears N 39 degrees 23 minutes 00 seconds E from said point; thence northwesterly along the arc of last said curve through a central angle of 14 degrees 18 minutes 07 seconds, a distance of 254.36 feet; thence N 36 degrees 19 minutes 40 seconds W, tangent to last said curve, a distance of 1258.29 feet, to a point on the north line of the SE ¼ of said Section 9; thence N 89 degrees 58 minutes 03 seconds W, along said north line, a distance of 991.15 feet to a point on the center line of the Kansas and Colorado Railroad abandoned right of way; thence N 42 degrees 46 feet 50 seconds, along said center line, distance of 187.77 feet to the beginning of a curve to the right having a radius of 5864.93 feet; thence northwesterly, continuing along said center line, along the arc of said curve, through a central angle of 11 degrees 29 minutes 01 seconds, a distance of 574.22 feet; thence N 31 degrees 39 minutes 05 seconds W continuing along said center line a distance of 26.62 feet; thence S 02 degrees 50 minutes 55 seconds W, leaving said center line, a distance of 379.17 feet; thence S 11 degrees 18 minutes 19 seconds E, a distance of 290.71 feet; thence S25 degrees 46 minutes 13 seconds E, a distance of 494.36 feet; thence S 74 degrees 06 minutes 44 seconds E, a distance of 738.34 feet; thence S 45 degrees 34 minutes 43 seconds E, a distance of 1107.74 feet to the present city limits line; thence N 90 degrees 0 minutes 0 seconds E continuing along said city limits line, a distance of 2318.65 feet; thence N 0 degrees 0 minutes 0 seconds W, continuing along said city limits line, a distance of 1492.67 feet to the point of beginning.
Said parcels contain 98.98 acres, more or less.

2. PROPOSED NEW CITY LIMITS LINE:

Commencing at the SE corner of the W ½ of the E ½ of the SW ¼ of said Section 10; thence N01 degrees 40 minutes 27 seconds E, a distance of 2661.29 feet to the Northeast corner of the W 1/2 of E ½ of the SW ¼ of the SW ¼ of section 10; thence S 88 degrees 57 minutes 11 seconds W, along the north line, a distance of 665.40 feet, to the Northwest corner of the W ½ of the E ½ of the SW ¼ of Section 10 and point of beginning; thence S 89 degrees 54 minutes 17 seconds W, along the north line, a

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3. CERTIFICATION OF PERIMETER:
At least one-sixth of the boundary of the land described in paragraphs one (1) above, is now existing City Limits Line.

SECTION 2.

The owners of one hundred percent (100%) of the property to be annexed have petitioned for such annexation.

SECTION 3.

The Annexation Agreement in the form and content presented to the City Council at this meeting is hereby authorized and approved. The President of the City Council is hereby authorized to execute and deliver the Annexation Agreement in the name of the City and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 4.

Within thirty (30) days after the effective date of the Ordinance, the City Clerk shall:

(a) File one copy of the annexation map with the original of this ordinance in the office of the City Clerk; and,

(b) File for recording three certified copies of this Ordinance and annexation map with the Pueblo County Clerk and Recorder; and,

(c) File one certified copy of the annexation map and this Ordinance with the Southeastern Colorado Water Conservancy District.

SECTION 5.

The officers of the City are hereby authorized to take all other actions necessary or appropriate, on behalf of the City, to implement the provisions of this Ordinance and the Annexation Agreement.

SECTION 6.

If any provisions of this Ordinance or Annexation Agreement shall be held or deemed to be illegal, inoperative or unenforceable, the same shall not affect any other provisions or provisions of this Ordinance or Annexation Agreement or render the same invalid, inoperative or unenforceable, except as otherwise expressly provided in the Annexation Agreement.

SECTION 7.

The City Council hereby consents to the inclusion of the annexed area in the Southeastern Colorado Water Conservancy District pursuant to C.R.S. §37-45-136 (3.6).

SECTION 8.

This Ordinance shall become effective immediately upon final passage and the annexation shall be effective for ad valorem tax purposes on and after January 1, 2023.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 10, 2022.

Final adoption of Ordinance by City Council on January 24, 2022.

_____

President of City Council

Action by the Mayor:

☒ Approved on January 31, 2022 .

☐ 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.

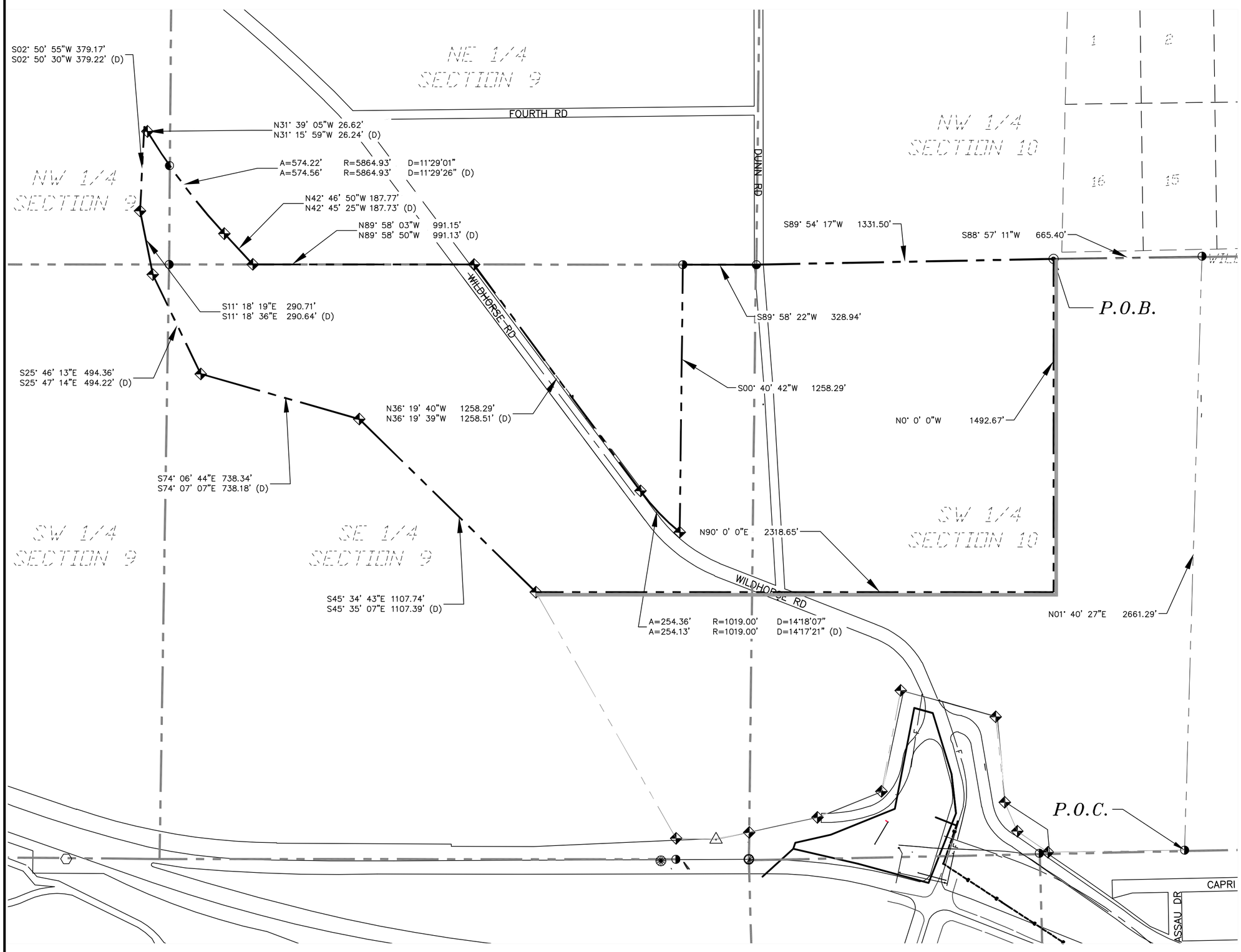
_____
President of City Council

ATTEST

_____
City Clerk

WILDHORSE ANNEXATION 2
ANNEXATION TO THE CITY OF PUEBLO

A PORTION OF THE SE 1/4 OF THE NW 1/4, A PORTION OF THE NE ¼ OF THE SW ¼ AND A PORTION OF THE E ½ OF SECTION 9 AND A PORTION OF THE W ½ OF THE SW ¼, A PORTION OF THE W ½ OF THE E ½ OF THE SW ¼ OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 65 WEST, OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO.



SCALE: 1" = 300'

0 150' 300' 600'

BASIS OF BEARINGS:

Bearings based on the east line of the SE ¼ of Section 9, monumented at the E ¼ corner with a 2 ½" aluminum cap P.L.S. No. 16128 and at the SE corner with a No. 6 Rebar P.L.S. No. unreadable, assumed to bear S 00°42'45"W.

1. AREA TO BE ANNEXED

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Said parcels contain 98.98 acres, more or less

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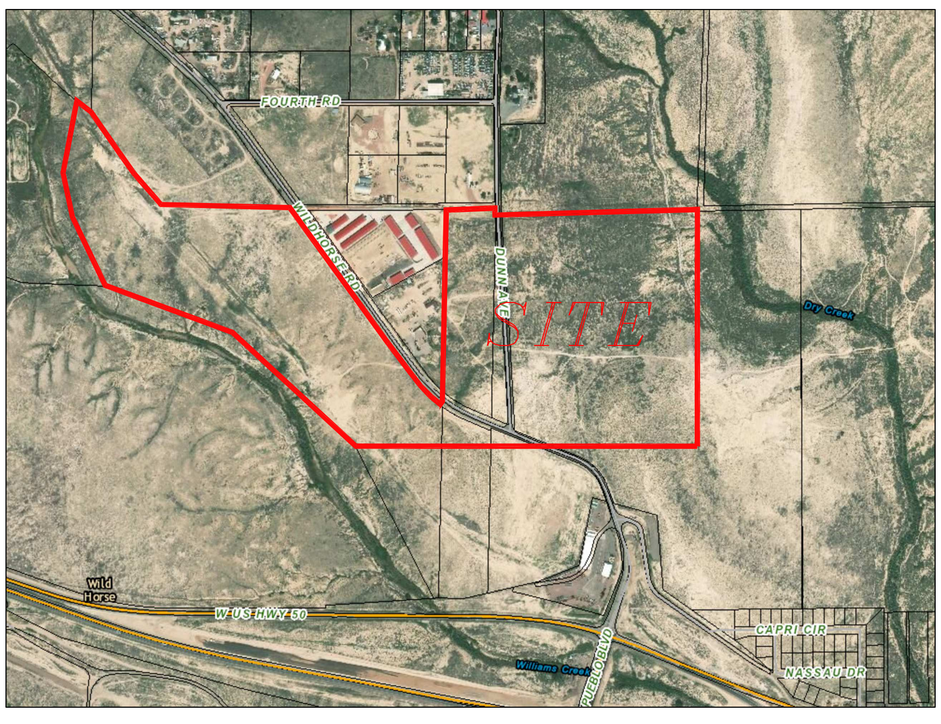
3. CERTIFICATION OF PERIMETER:

At least one-sixth of the boundary of the land described in paragraphs one (1) above, is now existing City Limits Line.

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

_____
Michael Leland Cuppy
Colorado Registered Professional
Land Surveyor No. 38485
For and on Behalf of NorthStar Engineering & Surveying Inc.



VICINITY MAP
NOT TO SCALE

LEGEND

◑	FOUND 3 1/4" DIAMETER ALUMINUM CAP, PLS 33200
◉	*FOUND 2" DIAMETER ALUMINUM CAP, PLS 16128*
◎	FOUND 2" DIAMETER ALUMINUM CAP, PLS 33200
◆	*FOUND YELLOW PLASTIC CAP, PLS 16128*
◐	*FOUND YELLOW PLASTIC CAP, PLS 10093*
△	FOUND YELLOW PLASTIC CAP, PLS ILLEGIBLE
◒	FOUND 2 1/2" ALUMINUM CAP, PLS 16128
	FOUND BENT NO. 6 REBAR NO CAP
	FOUND 3 1/4" DIAMETER BRASS CAP IN CONCRE
⬡	FOUND 3 1/4" DIAMETER ALUMINUM CAP, PLS 3
(D)	*DEED*
P.O.B.	*POINT OF BEGINNING*
P.O.C.	*POINT OF COMMENCEMENT*
	EXISTING CITY LIMITS LINE
	PROPOSED CITY LIMITS LINE

NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5TH ST.
PUEBLO, CO 81003
(719)544-6823
(719)544-6825 FAX

TITLE:	WILDHORSE ANNEXATION 2		
SCALE: 1" = 300'	DRAWN BY: DMB		FILE: 1804400_ANNEX.DWG
DATE: 05-25-21	CHECKED BY: MLC		JOB NO. 1804400

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING
City of Pueblo, Colorado
Wednesday, December 8, 2021 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:
https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09

Join Zoom Meeting by phone:
+1 669 900 6833 US (San Jose)
+1 346 248 7799 US (Houston)
Online and phone Meeting ID and Password:
Meeting ID: 927 1786 7722
Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:30 p.m. with Commissioner Castellucci presiding.
The meeting was held at City Council Chambers, 1 City Hall Place, commissioners, applicants, and the public participated in person and via Zoom.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Bob Schilling, and Lisa Bailey.

Commissioners Absent: none

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Planner; Bart Mikitowicz, Planner; Danielle Baxter, Planner; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to amend the agenda to move SNC-21-04 to the last item on the agenda, Seconded by Schilling.

Motion passed 7-0.

PUBLIC MEETING AND ACTION

1. **A-20-04 Wildhorse Annexation-** Two phase annexation totaling 179.38 acres, generally located north and west of the U.S. West Highway 50 and North Pueblo Blvd. intersection.

   Staff report by Scott Hobson, Acting Director for Department of Planning and Community Development.

   STAFF REVIEW AND FINDINGS:
   Two annexation petitions were filed on July 1, 2020, by Wildhorse Land and Holdings, a Limited Liability Company, for a series annexation of 80.40 acres and 98.80 acres located north of the U.S. Highway 50 West/Pueblo Blvd Interchange. The purpose of the annexation is to provide a location for a mixture of retail uses, high density residential, and business park uses. The applicant is proposing to zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. An overall development plan application has also been submitted and is scheduled to be reviewed by the Planning Commission on January 13, 2021. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time and no building permits may be issued while zoned A-1. The proposed annexation agreement allows for the A-1 zone district to continue for not more than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

   Approximately 55 acres within the west and northwest areas of the proposed annexation are located within the boundaries of the Pueblo West Metropolitan District. If the annexation of the property is approved, the City shall, upon acceptance of public infrastructure improvements in compliance with all city construction standards and requirements, provide for the sanitary sewer, stormwater, parks and recreation, fire, and police services to the areas within city limits that are also within the boundaries of the Pueblo West Metropolitan District boundaries.

   Current Land Use According to Comprehensive Plan: The amended ”2001 Pueblo Regional Development Plan” designates the proposed annexation property as a “Special Development Area.”
   The Pueblo Comprehensive Plan designation of Special Development Area identifies areas where there appear to be multiple possibilities for development. These areas are undeveloped lands with significant development and/or open space potential in strategic locations that suggest the need for careful, location-specific plans for infrastructure and private development.
   The Wildhorse Annexation Overall Development Plan will serve as the master plan for the area.

   Field Observations of Site: The area proposed to be annexed is vacant undeveloped land located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The site consists of native prairie grasses with a generally flat topography, except for gradual hills that extend northeasterly to Wildhorse Creek and border the southwesterly boundary of the property adjacent to Williams Creek. An 825-foot segment of Wildhorse Creek is located within the property, and Williams Creek is located off the boundary of the property. City wastewater service is currently provided to the CDOT Maintenance Facility located at the intersection of Wildhorse Road at the terminus of SH45/Pueblo Boulevard. Pueblo Water potable water service is located within North Pueblo

Boulevard extended and along Wildhorse Road through an extraterritorial water service agreement. Limited stormwater improvements are located along North Pueblo Boulevard extended.

Neighborhood Compatibility: The proposed annexation site is located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The CDOT Maintenance Facility borders the property at the intersection of Wildhorse Road and the terminus of SH45/Pueblo Boulevard. A self-storage facility is located north of the property along the north side of Wildhorse Road. The Holiday Hills Subdivision, in unincorporated Pueblo County, is located to the southeast of the property. This subdivision contains one residential developed property approximately 550 feet for the proposed annexation property. The proposed annexation and mixture of retail uses, high density residential, and business park uses introduces new uses to a generally undeveloped area that will be compatible with the surrounding business park uses. The platted residential lots within the Holiday Hills Subdivision in unincorporated Pueblo County will likely not fully develop without annexing into the City of Pueblo for access to water and wastewater services to the remaining residential lots.

HEARING: Mike Cuppy, NorthStar Engineering., 111 E. 5th Street, represented the application.

No one spoke in support or opposition for the application.

MOTION: Motion to recommend approval of the Wildhorse Annexation, series of two annexations was made by Bailey, second by Avalos.

MOTION PASSED 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

A-20-04

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	December 8, 2021
SUBJECT:	Wildhorse Annexation, Series of two annexations
APPLICANT:	Wildhorse Land and Holdings, a Limited Liability Company Michael Cuppy, NorthStar Engineering and Surveying, Inc.
PROPERTY OWNER:	Wildhorse Land and Holdings, a Limited Liability Company
LOCATION:	North of the U.S. Highway 50 West/Pueblo Blvd Interchange: Series 1 – 80.40 acres Series 2 - 98.8 acres generally located north of the U.S. Highway 50 West/Pueblo Blvd Interchange; a parcel of land in Sections 9 & 10, Township 20 South, Range 65 West, of the 6th P.M.
EXISTING ZONE:	A-3, A-1 and S-1 Zone Districts (Pueblo County)

REQUEST:
The Petitioner/Applicant is requesting to annex 179.2-acres into the City through a series of two annexations with Phase 1 totaling 80.40 acres and Phase 2 totaling 98.80 acres. The property is proposed to be annexed and developed with a mixture of retail uses, high density residential, and business park uses.

ANALYSIS:
The proposed Wildhorse Annexations conform with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and the Pueblo Municipal Codes.

BACKGROUND:
Two annexation petitions were filed on July 1, 2020 by Wildhorse Land and Holdings, a Limited Liability Company, for a series annexation of 80.40 acres and 98.80 acres located north of the U.S. Highway 50 West/Pueblo Blvd Interchange. The purpose of the annexation is to provide a location for a mixture of retail uses, high density residential, and business park uses. The applicant is proposing to zone the property as A-1, Agricultural One, as an interim zoning classification until the time of development. An overall development plan application has also been submitted and is scheduled to be reviewed by the Planning Commission on January 13, 2021. The A-1, interim zoning following annexation, is allowed by section 17-1-3, (e), of the Pueblo Municipal Code. According to the code, the annexation agreement may allow an A-1, Zone District for a specified period of time and no building permits may be issued while zoned A-1. The proposed annexation agreement allows for the A-1 zone district to continue for not more

than 10 years and prohibits building permits from being issued until the property is rezoned to a zone district that is consistent with the Pueblo Comprehensive Plan.

Approximately 55 acres within the west and northwest areas of the proposed annexation are located within the boundaries of the Pueblo West Metropolitan District. If the annexation of the property is approved, the City shall, upon acceptance of public infrastructure improvements in compliance with all city construction standards and requirements, provide for the sanitary sewer, stormwater, parks and recreation, fire and police services to the areas within city limits that are also within the boundaries of the Pueblo West Metropolitan District boundaries.

CONCURRENT REQUESTS:

ODP-20-01 Wildhorse Annexation Overall Development Plan

ZONING, LAND USE, AND NEIGHBORHOOD COMPATIBILITY

Existing Zoning and Land Use:

Zone District	A-1, A-3 & S-1, Pueblo County
Existing Land Use	Vacant/Undeveloped

Surrounding Land Uses & Zoning

North	• A-1, Agricultural One, A-2, Agricultural Two, A-3 Agricultural Three Districts, all in unincorporated Pueblo County, undeveloped except for a self-storage facility within the A-2 Agricultural District
East	• A-1, Agricultural One, Pueblo County, undeveloped
South	• A-3 Agricultural Three District, S-1 Public Use District, A-1, Agricultural One in Pueblo County, all within unincorporated Pueblo County – U.S. Highway 50/SH 45 Pueblo Blvd interchange within the S-1 and A-1 County Zone Districts, one residence within the Holiday Hills Subdivision in unincorporated Pueblo County • S-1, Governmental Use District within City, CDOT Maintenance Facility
West	• A-3 Agricultural Three District, Pueblo County, undeveloped

B. Current Land Use According to Comprehensive Plan:

The amended **"2001 Pueblo Regional Development Plan"** designates the proposed annexation property as a "Special Development Area."

The Pueblo Comprehensive Plan designation of *Special Development Area* identifies areas where there appear to be multiple possibilities for development. These areas are undeveloped lands with significant development and/or open space potential in strategic locations that suggest the need for careful, location-specific plans for infrastructure and private development.

The Wildhorse Annexation Overall Development Plan will serve as the master plan for the area.

C. Field Observations of Site

The area proposed to be annexed is vacant undeveloped land located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The site consists of native prairie grasses with a generally flat topography, except for gradual hills that extend northeasterly to Wildhorse Creek and border the southwesterly boundary of the property adjacent to Williams Creek. An 825-foot segment of Wildhorse Creek is located within the property, and Williams Creek is located off the boundary of the property. City wastewater service is currently provided to the CDOT Maintenance Facility located at the intersection of Wildhorse Road at the terminus of SH45/Pueblo Boulevard. Pueblo Water potable water service is located within North Pueblo Boulevard extended and along Wildhorse Road through an extraterritorial water service agreement. Limited stormwater improvements are located along North Pueblo Boulevard extended.

D. Neighborhood Compatibility

The proposed annexation site is located north of the U.S. Highway 50 West/SH45 Pueblo Boulevard Interchange and extending northwest along the south side of Wildhorse Road. The CDOT Maintenance Facility borders the property at the intersection of Wildhorse Road and the terminus of SH45/Pueblo Boulevard. A self-storage facility is located north of the property along the north side of Wildhorse Road. The Holiday Hills Subdivision, in unincorporated Pueblo County, is located to the southeast of the property. This subdivision contains one residential developed property approximately 550 feet for the proposed annexation property. The proposed annexation and mixture of retail uses, high density residential, and business park uses introduces new uses to a generally undeveloped area that will be compatible with the surrounding business park uses. The platted residential lots within the Holiday Hills Subdivision in unincorporated Pueblo County will likely not fully develop without annexing into the City of Pueblo for access to water and wastewater services to the remaining residential lots.

DEPARTMENT COMMENTS

PUBLIC WORKS AND ENGINEERING COMMENTS

- None

TRANSPORTATION COMMENTS:

- None

PUEBLO COUNTY COMMENTS:

- None

TRANSPORTATION COMMENTS

- None

PARKS AND RECREATION COMMENTS

- I think it's important to have trails extending up north through this area, whether it along wastewater lines or arroyos.

REGIONAL BUILDING COMMENTS

- None

BOARD OF WATER WORKS COMMENTS

- Pueblo Water can serve the proposed annexation as presented, with sufficient quantity both for domestic and fire flow. Pueblo Water will work closely with Developers' Engineer to masterplan (water) for the annexation, including sufficient infrastructure to serve the distinct pressure zones present at this annexation. We have no further comments at this time.

COLORADO DEPARTMENT OF TRANSPORTATION COMMENTS

- See attached letter from Arthur Gonzales, CDOT R2 Access Manager, dated 1/20/2021

COMCAST COMMENTS

- None

EXCEL ENERGY COMMENTS

- Xcel does not have gas north of Hwy 50 at Pueblo Blvd

QWEST COMMENTS

- None

PUEBLO CITY SCHOOL DISTRICT 60

- None

CITY OF PUEBLO STORMWATER

- See attached memo from John Sakariason, Drainage Engineer, dated 12/18/2020

CITY OF PUEBLO WASTEWATER

- See attached memo from Sonia Mondragon, Wastewater Engineer dated 12/11/2020

SOUTHEASTERN CLOLORADO WATER CONSERVANCY DISTRICT

- See attached letter from Garrett Markus, P.E. dated 11/17/2020

SPECIAL INFORMATION

STATUTORY REQUIREMENTS WHICH EXIST FOR ANNEXING PURPOSES (Colorado Revised Statutes)

1. **Section 31-12-104 –**That not less than one-sixth (1/6) of the perimeter of the area proposed to be annexed is contiguous to the existing City limits (contiguity may be established by the annexation of one or more parcels in a series, which may be completed simultaneously and considered together for the purposes of the public hearing). The municipality boundaries shall not be extended more than three miles in any direction from any point of such municipal boundary in any one year.

The proposed annexation is separated into two phases with the first phase totaling 80.40 acres and the second phase totaling 98.80 acres. The required one-sixth (1/6) contiguity of the area proposed to be annexed for each phase is established on the Annexation Plats and meets the requirements for annexation. The contiguity for the second phase is established through the approval of the first phase annexation. All of the property is within three miles of existing city limits.

2. **Section 31-12-105[1]-[e]** – The municipality shall have a three-mile annexation plan which is updated on an annual basis. The proposed development should be compatible with this plan.

   The City of Pueblo adopted the updated "City of Pueblo 3-Mile Annexation Master Plan for the Year 2021" on March 8, 2021.

3. **Section 31-12-108.5-** An Annexation Impact Report is required for all annexations over ten acres. A report was submitted to the Planning and Community Development Department. The content of the report fulfills the statutory requirements; however, a map containing the items listed below must be submitted to the Department prior to City Council Review:

   a. The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;
   b. The present streets, major trunk mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;
   c. The existing and proposed land use patterns in the areas to be annexed.

CITY OF PUEBLO ANNEXATION REQUIREMENTS:

a) The proposed annexation must be a logical extension of the City's boundary and municipal services.

   The proposed annexation requires the extension of the City wastewater system, Board of Water Works domestic water, and the provision of police and fire services. Based on the comments received from City staff, the proposed annexation appears to be a logical extension of the City's boundary and municipal services.

b) The property shall be zoned and subdivided in conformity with the Code of Ordinances for the City of Pueblo.

   A requirement of the annexation agreement will be for the petitioner to apply to zone the property within the City of Pueblo within 90 days following the approval of an ordinance annexing the property into the City. The applicant intends to zone the property as A-1, Agricultural One as an interim zoning classification. Prior to development, the applicant will rezone the property in compliance with an approved Overall Development Plan which will serve as the master plan in accordance with the Title XVII of the Pueblo Municipal Code.

c) The petitioner shall dedicate land and rights of way for public uses and facilities required by the City.

   The dedication of land and rights of way for roads and utility lines will be completed at the time of subdivision.

d) The petitioner shall comply with all applicable requirements of the City of Pueblo's Public Works Department and other City utility companies for the installation of mains, lines, stations, or other utility facilities.

The petitioner will be required to have an Overall Development Plan approved by the City Planning & Zoning Commission that addresses the master plan requirements within the Annexation Agreement.. In addition, the petitioner must comply with the City's Code of Ordinances for any subdivision of the property.

RECOMMENDED MOTION: Staff recommends Planning and Zoning Commission recommend approval of the annexation to City Council.

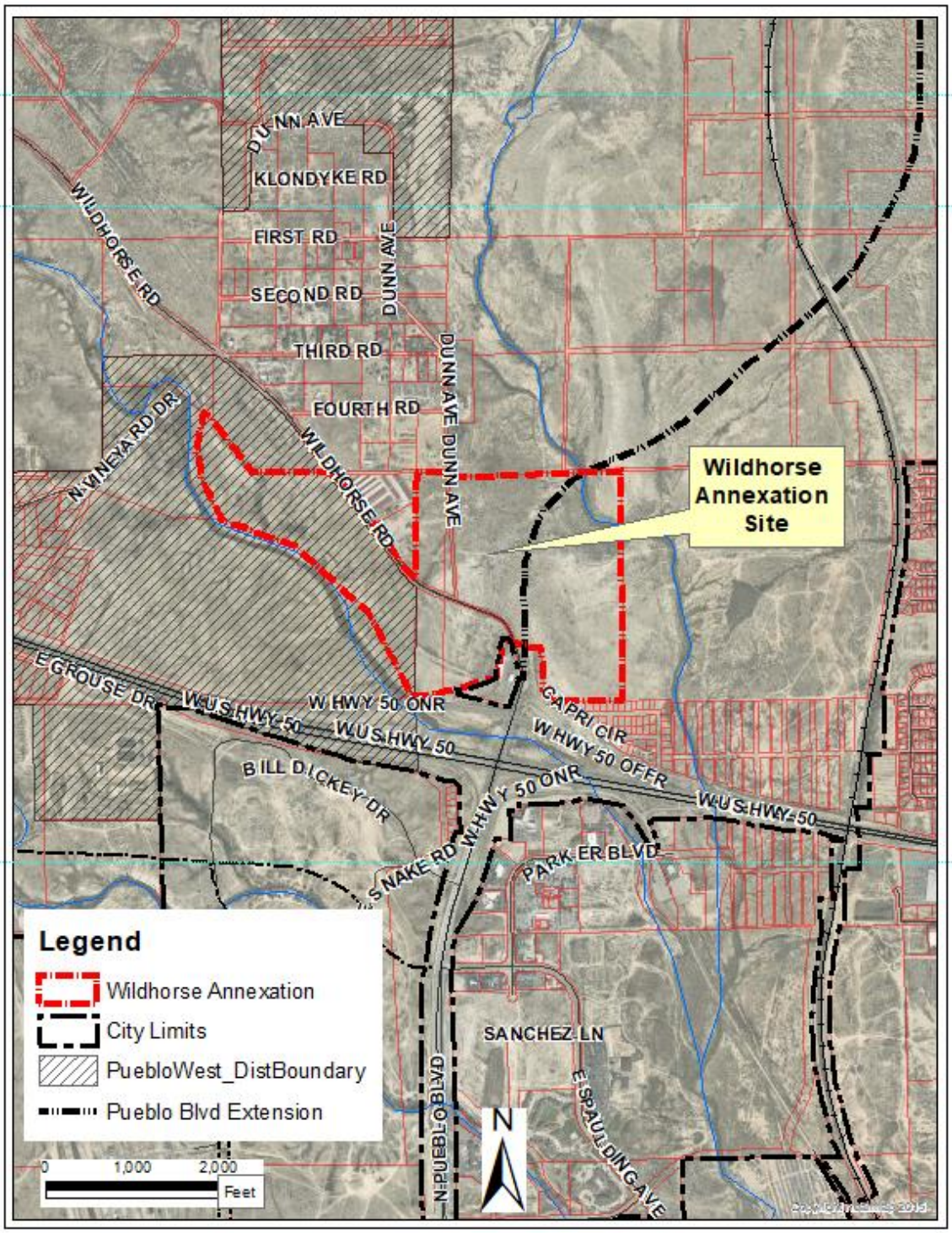
CONCLUSION:

The City staff has reviewed the annexation request and recommends approval of the annexation with the condition that the applicant signs an Annexation Agreement, which includes the provisions of Exhibit C of the Annexation Agreement.

ATTACHMENTS:

A. Aerial Photograph
B. Zoning Map
C. Comprehensive Future Land Use Map
D. Site Photographs
E. Annexation Plats
F. Impact Report
G. Letter from Arthur Gonzales, CDOT R2 Access Manager, dated 1/20/2021
H. Stormwater Memo from John Sakariason, Drainage Engineer, dated 12/18/2020
I. Wastewater Memo from Sonia Mondragon, Wastewater Engineer dated 12/11/2020
J. Southeastern Colorado Water Conservancy District, Letter from Garrett Markus, P.E. dated 11/17/2020

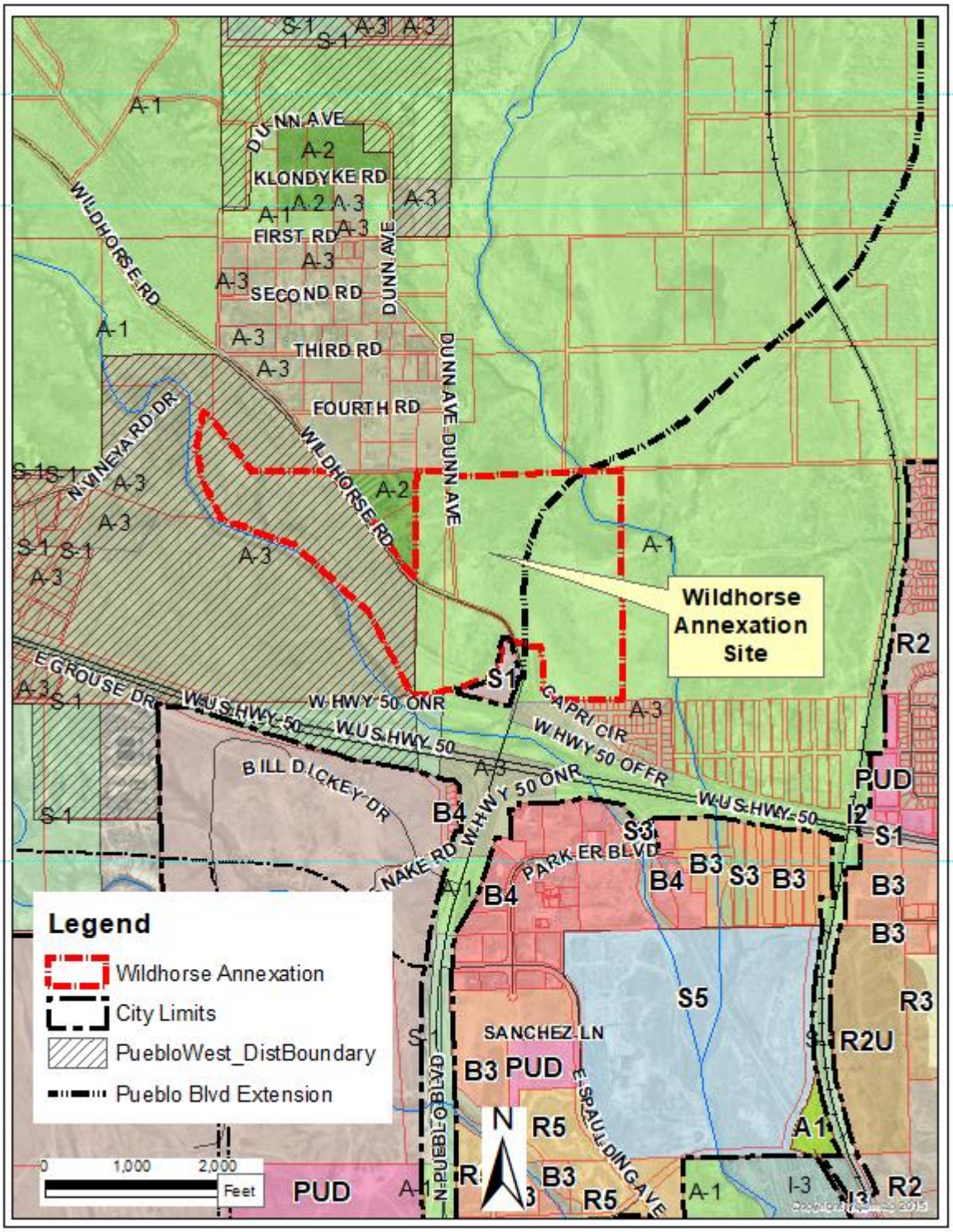
CITY OF PUEBLO
PLANNING AND COMMUNITY DEVELOPMENT



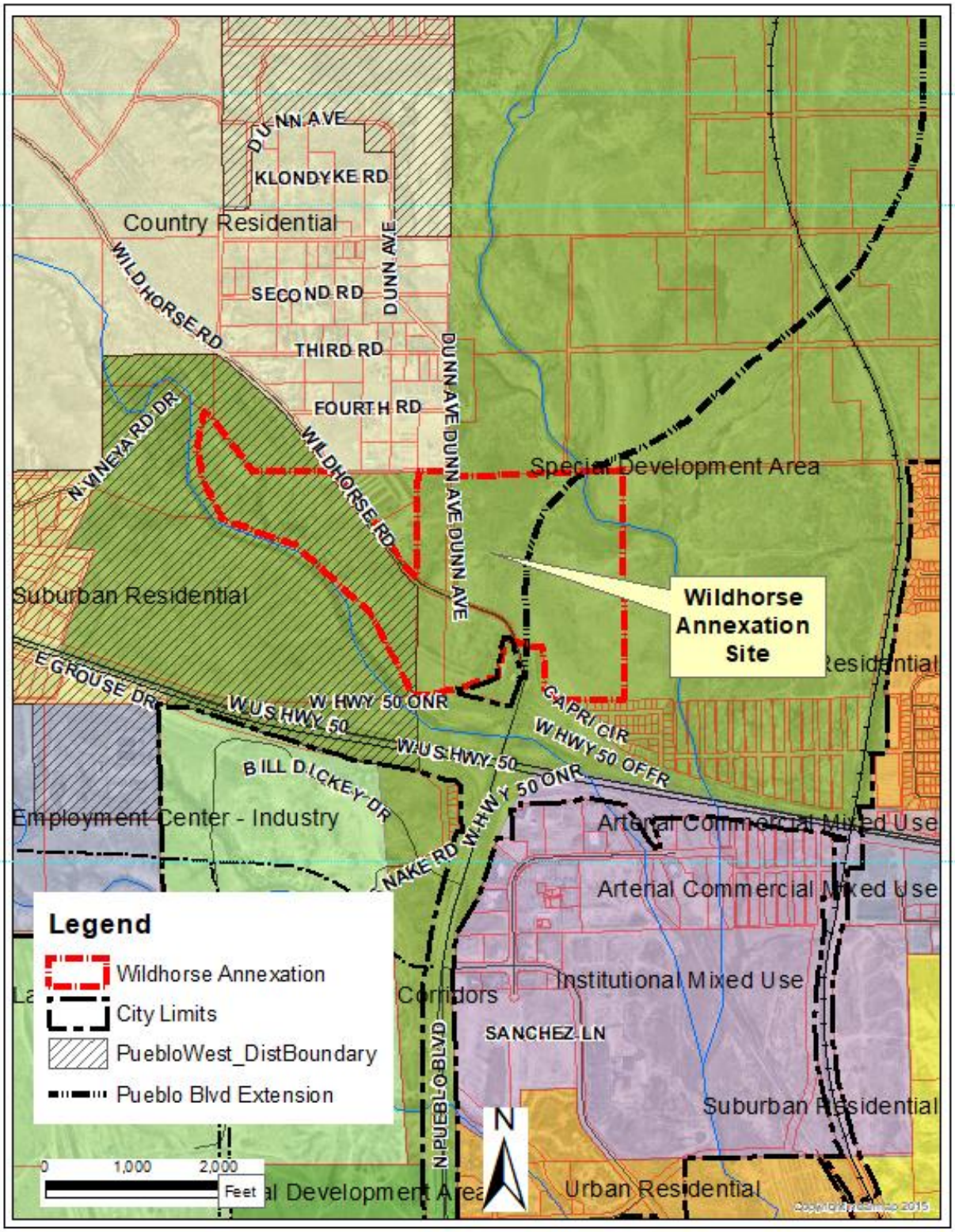
Attachment A

Aerial Photograph of Annexation Site

ATTACHMENT B - CITY OF PUEBLO
PLANNING AND COMMUNITY DEVELOPMENT



Zoning Map Pueblo Springs Apartments Annexation



ATTACHMENT C
Comprehensive Plan Pueblo Springs Apartments Annexation Site



ATTACHMENT D

LOCATION:	**Wildhorse Annexation Site - Southeast from Wildhorse Road**



ATTACHMENT D

LOCATION:	**Wildhorse Annexation Site - East from Wildhorse Road**



ATTACHMENT D

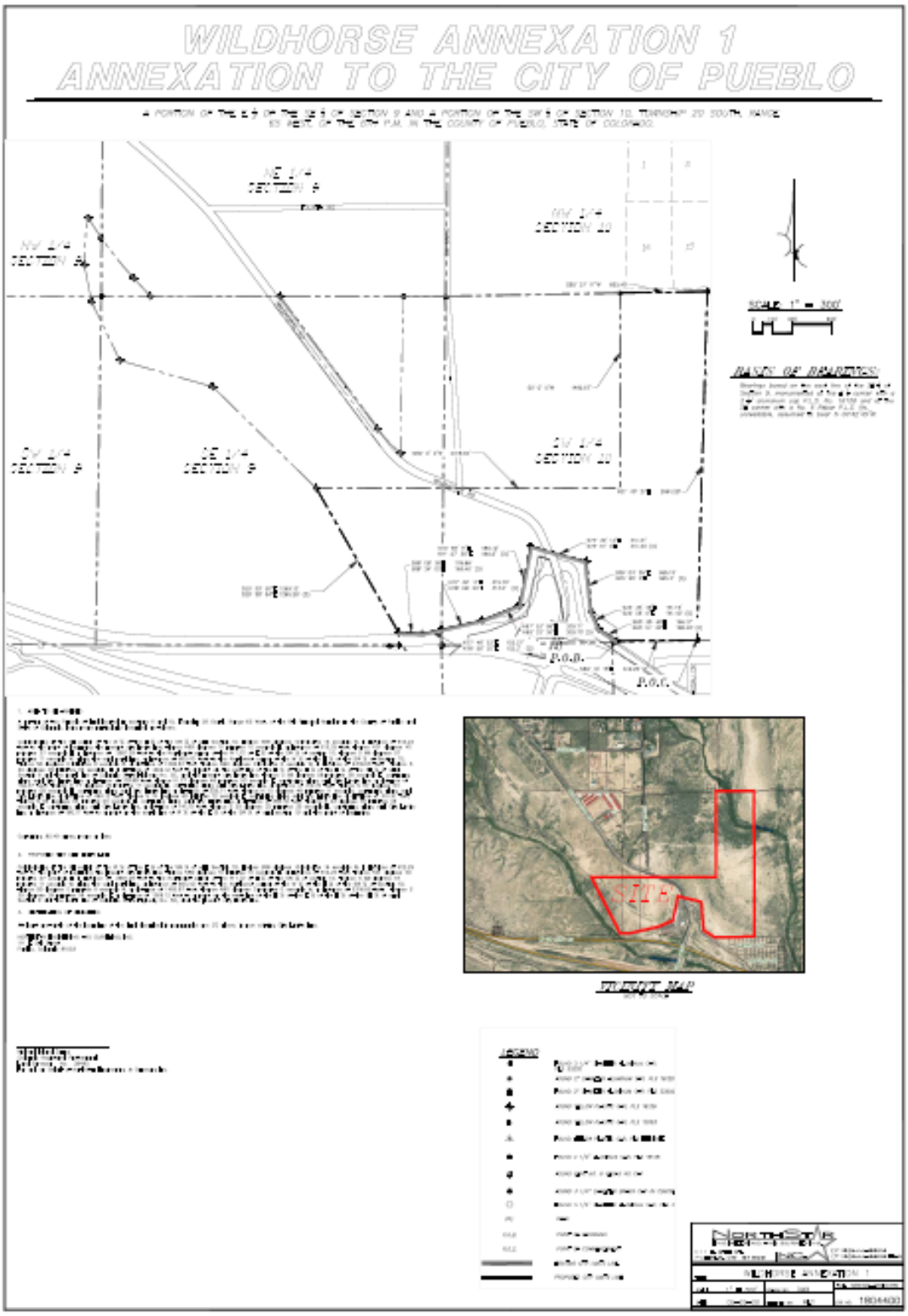
LOCATION:	**Wildhorse Annexation Site - Northeast from Wildhorse Road**



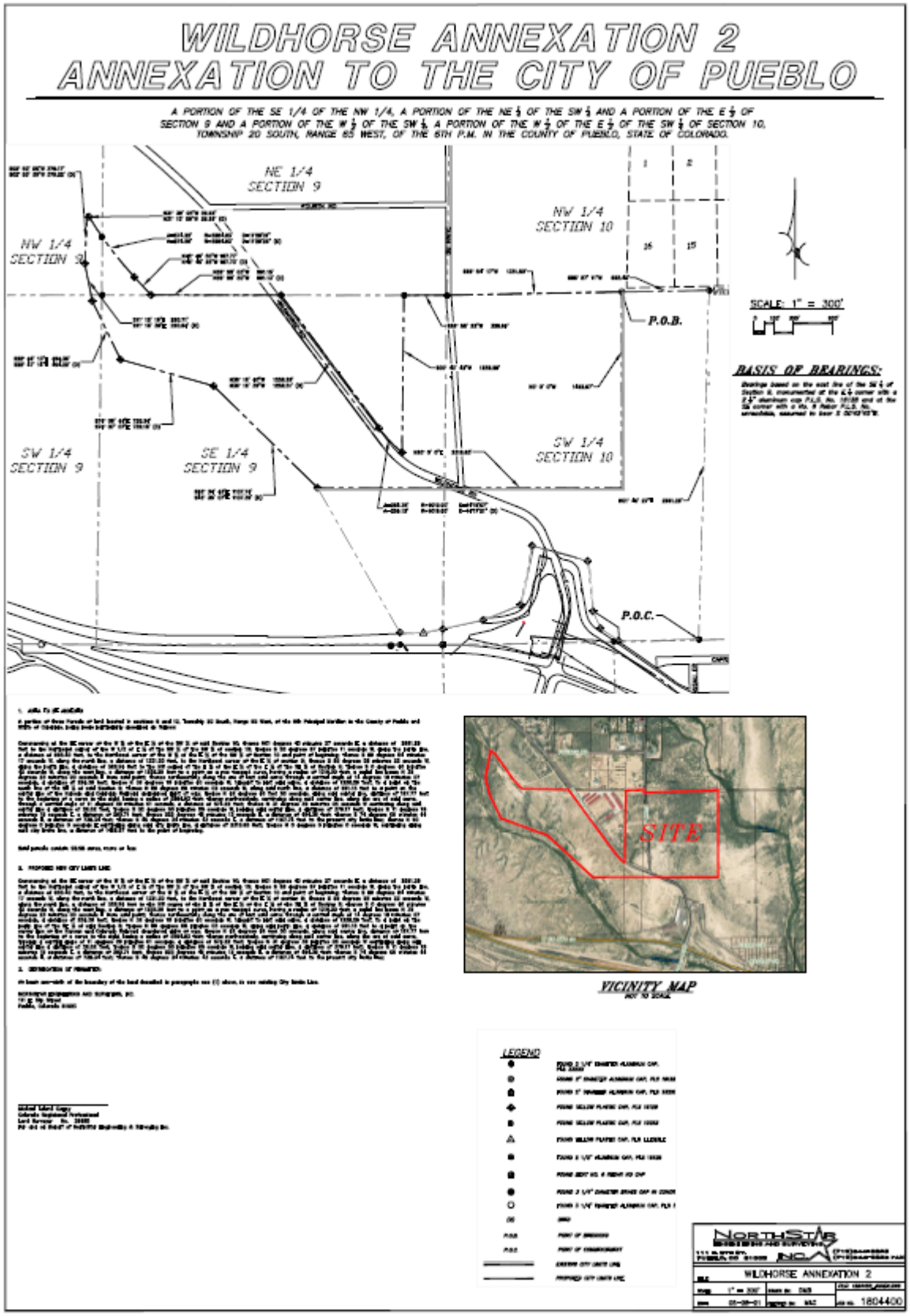
ATTACHMENT D

LOCATION:	**Wildhorse Annexation Site - Southwest from Wildhorse Road**

ATTACHMENT E



ATTACHMENT E



ATTACHMENT F

ANNEXATION TO THE CITY OF PUEBLO

***

IMPACT REPORT
FOR
Wildhorse Annexation 1

The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

(a) A map or maps of the municipality and adjacent territory to show the following information:

(I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the Wildhorse Annexation, attached as Exhibit 1.

(II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

Wildhorse Road and Dunn Avenue are currently located on the site. Municipal Water is currently in Wildhorse Road right-of-way (16" PVC) that runs from the south end of the site to the northwest of the annexation area and is adequately sized for service to the annexation area. Pueblo Boulevard and other utilities that are not currently extended north to the proposed annexed area will be required to be extended north upon subdivision of said area. There is currently no sanitary or storm sewer on the site.

(III) The existing and proposed land use pattern in the areas to be annexed;

Existing land use pattern in the areas adjacent to the annexed area are primarily agricultural. The proposed land use for the annexed area will be primarily commercial with limited residential.

(b) A copy of any draft or final pre-annexation agreement, if available;

Not applicable

(c) A statement setting forth the plans of the municipality for extending to, or otherwise providing for within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

The City of Pueblo will provide police and fire protection to this annexed area. This site's main entrance will be the proposed extension of Pueblo Boulevard. This road will be utilized by the workers that will enter the site on a sporadic schedule during the construction period. Employees will enter the site on a daily basis once operational and, maintenance/delivery trucks may also need access when operational.

(d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Fire and police services will be funded through the City's General Fund.

(e) A statement identifying existing districts within the area to be annexed;

The property is within the boundaries of the Pueblo Regional Library District, School District No. 60, and the Lower Arkansas Valley Water Conservancy District.

(f) A statement on the effect of annexation upon local public-school district systems, including the estimated number of students generated and the capital construction required to educate such students.

This annexation will consist of commercial use. Employees at the commercial sites will likely live in a variety of areas both within and outside of School District No. 60 and School District 70 boundaries. The annexation will have a positive impact on the property tax base for School Districts, with a minimal impact on the need to add classroom space or associated school facilities.

ATTACHMENT F

ANNEXATION TO THE CITY OF PUEBLO

***

IMPACT REPORT
FOR
Wildhorse Annexation 2

The following items are the requirements as set forth for an Annexation Impact Report pursuant to the Colorado Revised Statutes Section 31-12-108.5:

(a) A map or maps of the municipality and adjacent territory to show the following information:

(I) The present and proposed boundaries of the municipality in the vicinity of the proposed annexation;

Refer to the Wildhorse Annexation 2, attached as Exhibit 1.

(II) The present streets, major trunk water mains, sewer interceptors and outfalls, other utility lines and ditches, and the proposed extension of such streets and utility lines in the vicinity of the proposed annexation;

Wildhorse Road and Dunn Avenue are currently located on the site. Municipal Water is currently in Wildhorse Road right-of-way (16" PVC) that runs from the south end of the site to the northwest of the annexation area and is adequately sized for service to the annexation area. Pueblo Boulevard and other utilities that are not currently extended north to the proposed annexed area will be required to be extended north upon subdivision of said area. There is currently no sanitary or storm sewer on the site.

(III) The existing and proposed land use pattern in the areas to be annexed;

Existing land use pattern in the areas adjacent to the annexed area are primarily agricultural. The proposed land use for the annexed area will be primarily commercial with limited residential.

(b) A copy of any draft or final pre-annexation agreement, if available;

Not applicable

(c) A statement setting forth the plans of the municipality for extending to, or otherwise providing for within the area to be annexed, municipal services performed by or on behalf of the municipality at the time of annexation;

The City of Pueblo will provide police and fire protection to this annexed area. This site's main entrance will be the proposed extension of Pueblo Boulevard. This road will be utilized by the workers that will enter the site on a sporadic schedule during the construction period. Employees will enter the site on a daily basis once operational and, maintenance/delivery trucks may also need access when operational.

(d) A statement setting forth the method under which the municipality plans to finance the extension of the municipal services into the area to be annexed;

Fire and police services will be funded through the City's General Fund.

(e) A statement identifying existing districts within the area to be annexed;

The property is within the boundaries of the Pueblo Regional Library District, School District No. 60, and the Lower Arkansas Valley Water Conservancy District.

(f) A statement on the effect of annexation upon local public-school district systems, including the estimated number of students generated and the capital construction required to educate such students.

This annexation will consist of commercial and minor residential use. Direct impact to the school system will occur from this residential development. It is estimated the possible number of students will be 96. School District No. 60 has a goal of providing a minimum of 115 ft² of space per student and 8-10 acres of usable acres for elementary schools designed for 400 students. The annexation will have a minimal impact on the need to add classroom space or associated school. Employees at the commercial sites will likely live in a variety of areas both within and outside of School District No. 60 and School District 70 boundaries. The annexation will have a positive impact on the property tax base for School Districts, with a minimal impact on the need to add classroom space or associated school facilities.

ATTACHMENT G

COLORADO
Department of Transportation
Region 2 Permits
5615 Wills Blvd.
Pueblo, CO 81008-2349

January 20, 2021

Karen Elgin, Land Use Technician
City of Pueblo - Planning dept.
211 E. d Street
Peublo, CO 81003

RE: WL Annexation and Wildhorse Annexation

Dear Karen,

I am in receipt of referral requests for comments for WL Annexation and Wildhorse Annexation.

The subject property of WL Annexation is located north of Highway 50 West, south of Platteville Boulevard, and generally east of Wildhorse Creek. The subject property located in portions of Sec 2,3,10, and 11, T 20S, R 64W, of the 6th PM in Pueblo County, Colorado. It is currently zoned A-3 on 693.1 acres.

The subject property of Wildhorse Annexation is located north of the Highway 50 West/Pueblo Boulevard (SH45) interchange and northwest of Wildhorse Road. The subject property located in portions of Sec 9 and 10, T 20S, R 65W, of the 6th PM in Pueblo County, Colorado. It is currently zoned A-3 on 179.38 acres. After review of all documentation we have the following comments:

Traffic:

The traffic reports for WL Annexation and Wildhorse Annexation dated July 6, 2020 have been reviewed by a CDOT Traffic Engineer. Their comments follow:

- The concept plan is for the extension of Pueblo Blvd. to be a State Highway; this was studied by CDOT in the late 90's and again with the US50 PEL. As such this roadway corridor should be classified as an Expressway with a 300-foot ROW and meet the intersection spacing requirements of the CDOT access code. Anything less than an Expressway designation will not be entertained by CDOT if the intent is to classify this roadway as a State Highway.
- The site, at full build out, generates 51,345 daily trips. The existing intersections of Wildhorse/45 and 50/45 are not designed to accommodate such traffic. The US50 PEL suggests the construction of a Diverging Diamond Interchange as traffic volumes increase. At the rezoning of the property, CDOT will require a Master Traffic Impact Study, per CDOT guidelines and with specific attention being paid to the timing of funding of improvements.

Hydraulics:

The Drainage Master Plans for WL Annexation and Wildhorse Annexation dated July 2020 have been reviewed by a CDOT Hydraulics Engineer. Their comments follow:

- The master plan proposes development to the north of the intersection of Wildhorse and US 50. There are 10 parcels of development shown in the Master Plan with four points of discharge after onsite detention. Three of the four points of discharge are to the west into Williams Creek. The fourth point of discharge is from the southeasterly most parcel and it is to the south into CDOT right of way. This southerly discharge direction changes the historic path of existing surface drainage which is to the east and to Wildhorse Creek. Existing drainage from the project does not historically enter the right of way of US 50. The historic path runs to the east into Wildhorse Creek, parallel and north of the right of way. The proposed drainage patterns should remain unchanged from the existing patterns of surface runoff. CDOT has developed a LIDAR based model of the surface in WMS software to determine the flow paths of the topography.
- CDOT's Maintenance Yard is protected from the developed discharge shown on the proposed lot plan in the Drainage Master Plan.
- The proposed extension of SH 45 will require that any discharge into the proposed highway be made in storm sewer to an inlet or manhole and not as a surface discharge into the right of way.
- The CDOT structures downstream and subject to impact by the Master Drainage Plan are:
    1. K-18-O
    2. 045A008650BL
    3. K-18-CZ
    4. K-18-AC
    5. K-18-CW
- The detention system proposed by the Master Drainage Plan shall detain developed runoff rates to their existing rates prior to discharge upstream of these structures. CDOT drainage design manual requirements for Hydrology may be found in chapter 7 of the Drainage Design Manual, including, but not limited to, return frequency and methods. How will the temporary realignment of Wildhorse Road tie into Pueblo Blvd?
- Future MS4 ponds for Pueblo Blvd will need to be identified, maintenance will be performed by the City of Pueblo.

Access:

CDOT Access Department has reviewed the submitted documents and my comments follow:

- CDOT Access Department will need to be continuously involved with the project moving forward. No Access Permits are required as of this annexation.
- A 1601 Study may be required for the extension of SH45/Pueblo Blvd. if an interchange is developed.
- An Access Permit will be required for any connection of local roadways to State Highways once alignments are determined.
- CDOT access Dept. does not have any comments as to the Annexation proposed.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor

advertising. Please contact Mr. Todd Ausbun at (719) 696-1403 for any questions regarding advertising devices.

- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Ausbun.

Please contact me in Pueblo at (719) 546-5732 or (719) 248-0905 with any questions.

Sincerely,

Arthur Gonzales
CDOT R2 Access Manager

Xc: Hu
Haberman
Whittlef
Jagow/Jones
Dahlke
Cress
Ausbun
Vigil/Gonzales/file

ATTACHMENT H

Jeff Hawkins, PE, CFM
Director of Stormwater

211 E. "D" Street
Pueblo, CO 81003

Phone (719) 553-2899
Fax (719) 553-2294

Stormwater Utility

MEMO

TO: Scott Hobson, Acting Director of Planning & Community Development

FROM: John Sakariason, Drainage Engineer

DATE: December 18, 2020

SUBJECT: Wildhorse Annexation Master Plan & WL Enterprises Master Plan Stormwater review 1st submittal

---

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = December 18 Comments
(~~Crossed out items~~ indicate they have been addressed.)

WL Enterprises Master Plan

Report:
Drainage report checklist not included. Cover letter not signed and certified by engineer.
Note - Engineer of record must review and sign off that he has reviewed this drainage report before submitting to the City.
A regulatory floodplain goes through portions of this development. No discussion or floodplain information was provided per the requirements on the checklist.

The calculation of peak runoff using Rational Method from MHFD does not meet the COP criteria. Utilize Standard Form SF-4.

Calculations:

All detention basin stage-storage graphs are blank and appear to serve no purpose. Why are they included in the report?

There are detention ponds shown to be in series. The amount of acreage tributary to the proposed series of detention ponds exceeds 160-acres. The Rational Method provides no means or methodology to generate and route hydrographs through drainage facilities. The Rational Method of analysis will inherently lead to inefficiencies in the required storage volume of the downstream facilities and should not be used. Please use an appropriate analysis method such as SCS or CUHP.

MHFD Detention spreadsheets were used for detention calculations. The table below shows applicable basin sizes. Since the Rational Method was used, it is likely that the spreadsheet results are not accurate. https://udfcd.org/wp-content/uploads/uploads/vol1%20criteria%20manual/06_Runoff.pdf

Table 6-1. Applicability of hydrologic methods

Watershed Size (acres)	Is the Rational Method Applicable?	Is CUHP Applicable?
0 to 90	Yes	Yes
90 to 160	No	Yes
160 to 3,000	No	Yes[1]
Greater than 3,000	No	Yes (subdividing into smaller catchments required)[1]

1. Subdividing into smaller subcatchments and routing the resultant hydrographs using SWMM may be needed to accurately model a catchment with areas of different soil types or percentages of imperviousness.

When modeling large watersheds, the subcatchment sizes can influence results. If heterogeneous land uses are "lumped" together into large subcatchments, the models may not accurately account for the "flashy" nature of runoff from impervious surfaces and peak rates of runoff may be underestimated. On the other hand, defining very small subcatchments can lead to complicated and unrealistic routing that can overestimate peak rates of runoff.

Map:

Vicinity Map is the same scale as all other maps and does not clearly show or label the site in relation to the nearest major roads or cities.

Contours are required to be shown over the entire development area and are not.
Basin lines are not clearly shown and do not match legend. There is a bermed railroad track that should be a basin line but has not been delineated. There are several existing culverts through this bermed railroad track that are required to be shown on the drainage map and are not.
There are existing tributary natural drainage channels that are required to be shown and are not.

A more exhaustive review of the drainage plan and report will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing or needs changed. Another full review will be required.

Wildhorse Annexation Master Plan

Report:
Drainage report checklist not included. Cover letter not signed and certified by engineer.
Note - Engineer of record must review and sign off that he has reviewed this drainage report before submitting to the City.

A regulatory floodplain goes through portions of this development. No discussion or floodplain information was provided per the requirements on the checklist.

Calculations:

The calculation of peak runoff using Rational Method from MHFD does not meet the COP criteria. Utilize Standard Form SF-4.

Map:

Contours are required to be shown over the entire development area and are not.
Basin lines according to the legend look like floodplain boundaries. Please revise plan and legend to match.

WH-4-A and WL-VIII-B (WL Enterprises Master Plan) appear to be the same basin. There is a proposed detention pond in WH-4-A and WL-VIII-A that would be right next to each other. This does not make sense. Please explain.

A more exhaustive review of the drainage plan and report will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing or needs changed. Another full review will be required.

ATTACHMENT I

Nancy Keller
Wastewater Director

city of PUEBLO colorado

1300 S. Queens Ave
Pueblo, CO 81001

Phone (719) 553-2892
Fax (719) 553-2957

City of Pueblo Wastewater Department

MEMORANDUM

TO: Karen Elgin, Planner
FROM: Sonia Mondragon
DATE: 12/11/20
SUBJECT: Wildhorse Annexation Sanitary Sewer Master Plan Review

---

This memo is intended to serve as the Wastewater review of the referenced first master plan review submittal and shall be used as a record of the reason for the results of the review.

Section V. Design Requirements
Please use the hydraulic element to calculate the peak allowable flow, which can be found on Figure 2 of page 27 of the Sanitary Sewer Design Criteria Manual.

Section VI. Upstream Considerations
Pipes diameters do not appear to be sized for the upstream service areas. According to Section VI. Upstream Considerations, the area north of the site boundary along Pueblo Blvd., has 280 acres of undeveloped land, calculating to 1.316 cfs/acre (using the flow factor for "Areas outside Master Plan" (unplanned)). The area northwest of the site boundary along Hwy 50 has 400 acres of undeveloped land, calculating to 1.8 cfs/acre (using the flow factor for "Areas outside Master Plan" (unplanned)).

Section VIII. Outfall Sewer Alignment
Where is the existing sanitary sewer downstream of the connection point that was analyzed? What is the capacity analysis that is being referred to? The mains downstream of the 18-inch bottlenecks to an 8-inch main. An alternate alignment will need to be considered since existing conditions do not accommodate the additional flows from this proposed annexation. It may be possible to redirect the proposed flow from this annexation to the proposed sanitary sewer extension for the Southern Colorado Clinic project.

Please omit the last sentence of the first paragraph, stating "All upgrades downstream of the proposed connection points, if required, will be the sole responsibility of the City of Pueblo" as this contradicts with Section 16.5.4 of the City Ordinance.

> ec. 16-5-4. - System improvements and extensions.
> Upon and after the effective date of the ordinance adopting this Chapter, all development within the City shall require connection to the City's wastewater collection system and compliance with this Chapter. Should extension, addition or improvement to the collection system be required in order to connect or properly serve any development, as determined by the Director, it shall be the

developer's responsibility to construct such extension, addition or improvement, including any off-site, oversized or perimeter sewer collection system improvements, in accordance with the City's design criteria and specifications and at the developer's expense, subject to cost recovery as provided in this Chapter. (Ord. 6424, 4-26-99)

Section IX. Conclusion/Restrictions
The first sentence of this paragraph is confusing. Throughout the report, the calculations show that the existing 8-inch main servicing the Highway 50 West CDOT Maintenance Facility needs to be upsized by the city, however, the first sentence states that "the existing infrastructure has the capacity to handle all new flow". Please omit or clarify this statement.

Appendix A
Include peak factor calculation table showing the flow factor used to calculate the flow from each sub-basin.

Appendix B
Include Sanitary Sewer exhibit (Wastewater Master Plan – B-3 from the Index page)
showing the direction of flow and pipe sizes for each basin.

Footer
Change the footer to the correct name of the project. Currently, the footer says "WL Enterprises ODL" and should be "Wildhorse…"

ATTACHMENT J

SOUTHEASTERN COLORADO
Water Conservancy District
"Your investment in water"

November 17, 2020

WL Enterprises Ltd
Attention Dee Rogers Brown, GP
503 N. Main Street Suite 125
Pueblo CO 81003

Subject: Notice of annexation for WL Annexation determined to be outside of Southeastern Colorado Water Conservancy District's boundaries

Dear Ms. Dee Rogers Brown:

Southeastern Colorado Water Conservancy District (District) received the notice of the below Wildhorse Annexation.

County	Name of Applicant	Commonly Known As	Legal description of property
Pueblo	WL Enterprise Ltd	WL Annexation	Section 2,3,10 and 11 T20SR64

The District has determined that a the area requesting inclusion is located **outside** of the Southeastern Colorado Water Conservancy District boundaries.

According to the District's formation decree, and repayment contract for the Fryingpan-Arkansas Project with the U.S. Bureau of Reclamation (Reclamation), Secretarial assent is needed for changes of lands to be included in the District.

This assent is subject to Reclamation's review for National Environmental Policy Act (NEPA) compliance. ***The Applicant*** will need to complete the following attached questionnaire titled, *Application for Assent for Proposed Inclusions into the Southeastern Colorado Water Conservancy District and Ability to Receive of Fryingpan-Arkansas Project Water.* During the process, Reclamation may require further information.

NOTE: The Municipality or the Applicant is responsible for all costs related to Reclamation's review of inclusion.

Please recognize that this inclusion is ***NOT*** eligible to receive benefits from the Fryingpan-Arkansas Project until Reclamation has completed the NEPA process and assented to the inclusion into the District. The inclusion is subject to applicable terms and conditions that may be imposed by the District Board of Directors, not inconsistent with previous inclusion orders involving the same municipality, as provided in C.R.S. § 37-45-136(3.6), and which will be consistent with the District's Decree. The following are the District's standard terms and conditions for inclusion of municipal annexations:

a. Approval of the inclusion into the Southeastern Colorado Water Conservancy District ("District") will not increase the amount of Fryingpan-Arkansas Project water available to the Municipality. Any Fryingpan-Arkansas Project water used on these included lands will need to come from the water allocated to the Municipality through Fryingpan-Arkansas Project water allocations made pursuant to the District's Allocation Principles and Policies; and

b. Any use of Fryingpan-Arkansas Project water on the included lands is subject to the decrees for the Fryingpan-Arkansas Project, and to all lawful rules, regulations, principles, policies, and contractual obligations of the Southeastern Colorado Water Conservancy District; and

c. The included lands will be subject to ad valorem taxes levied by the District as any other similarly situated lands in the Southeastern Colorado Water Conservancy District at the time of this inclusion; and

d. Prior to the District filing a petition for District Court approval of this inclusion, the Municipality and/or owner(s) of the annexed lands shall have paid all costs charged by the United States in connection with the contracting officer's assent to this inclusion.

NOTE: The inclusion process should be completed prior to any proposed land use change or proposed ground disturbance. All inclusion parcels are subject to the National Historical Preservation Act, 36 CFR 800, and NEPA. Any change in land use or disturbance after beginning the inclusion process and before Secretarial assent may cause the parcel to be permanently ineligible to receive Project water.

If you have any questions, please contact me at (719) 766-4261 or by e-mail garrett@secwcd.com.

Sincerely,

Garrett J. Markus, P.E.
Water Resources Engineer

Attachments:

- Application for Assent for Proposed Inclusions into the Southeastern Colorado Water Conservancy District and Ability to Receive of Fryingpan-Arkansas Project Water

CC: City of Pueblo – Planning Department
District Files

City Clerk's Office Item # R-6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Trevor Gloss, Assistant City Attorney

SUBJECT: AN ORDINANCE RESCINDING ORDINANCE NO. 10020 AND THE ASSOCIATED 2021 COOPERATIVE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO ZOOLOGICAL SOCIETY, A COLORADO NONPROFIT CORPORATION AND THE COLORADO DEPARTMENT OF CORRECTIONS, AN AGENCY OF THE STATE OF COLORADO, FOR LANDSCAPING SERVICES AT THE PUEBLO ZOO

SUMMARY:

Attached is an Ordinance rescinding Ordinance No. 10020, originally passed on October 12, 2021, which approved a Cooperative Agreement with the Pueblo Zoological Society ("Society") and the State of Colorado Department of Corrections ("CDOC") for landscaping services at the Pueblo Zoo.

PREVIOUS COUNCIL ACTION:

In November of 2020, the City entered into a Cooperative Agreement with the Society and CDOC ("2020 Agreement") which provided the Pueblo Zoo with free labor for landscaping. The 2020 Agreement was approved via Ordinance No. 9818, passed on November 23, 2020, and is a fully executed document.

In August of 2021, the CDOC contacted the City and stated that it was requiring a new Cooperative Agreement because its form agreement had changed. The City attempted to negotiate certain terms of the proposed agreement, but CDOC would not entertain any changes and eventually the City agreed to proceed with the approval process for the new agreement ("2021 Agreement"). The 2021 Agreement was approved by Ordinance No. 10020, passed on October 12, 2021. However, only the City and the Society have signed the 2021 Agreement. CDOC did not sign the 2021 Agreement - the very agreement which CDOC insisted that the City and the Society execute.

BACKGROUND:

CDOC has provided free offender labor for Zoo landscaping projects for many years. Supervised offenders provide landscaping services to assist the Society in maintaining the landscaping at the Pueblo Zoo which is located on 25 acres of City owned property. With its limited budget, the Society relies heavily on these free service hours to keep up with the landscaping needs at the Zoo. Without CDOC's help, the maintenance of landscaping and the general appearance of the Zoo grounds would deteriorate.

Recently, CDOC contacted the City and Society, stating that the 2021 Agreement is not and was never needed and that the parties should continue to be governed by the 2020 Agreement. The City welcomed this decision given its dissatisfaction with some of the terms of the 2021 Agreement.

The attached Ordinance rescinds Ordinance No. 10020 and the associated 2021 Agreement.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, there will be two (2) outstanding ordinances and cooperative agreements approved by City Council and signed by the Mayor which are in conflict. Staff recommends cancelling the 2021 ordinance and agreement which CDOC recently disavowed.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO. 10105

AN ORDINANCE RESCINDING ORDINANCE NO. 10020 AND THE ASSOCIATED 2021 COOPERATIVE AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, THE PUEBLO ZOOLOGICAL SOCIETY, A COLORADO NONPROFIT CORPORATION AND THE COLORADO DEPARTMENT OF CORRECTIONS, AN AGENCY OF THE STATE OF COLORADO, FOR LANDSCAPING SERVICES AT THE PUEBLO ZOO

WHEREAS, the Pueblo Zoological Society, a Colorado nonprofit corporation ("Society") and the City of Pueblo, a Colorado municipal corporation ("City") and the State of Colorado through its Department of Corrections ("CDOC") entered into a Cooperative Agreement for the provision of landscaping services at the Pueblo Zoo ("2020 Agreement"), which was approved by Ordinance No. 9818 on November 2, 2020; and

WHEREAS, in August, 2021, CDOC presented the Society and the City with a second Cooperative Agreement for the provision of landscaping services at the Pueblo Zoo ("2021 Agreement") which was approved by Ordinance No. 10021 on October 12, 2021; and

WHEREAS, CDOC did not sign the 2021 Agreement and has recently taken the position that it is not operative; and

WHEREAS, it is now appropriate to rescind Ordinance No. 10020 and the associated 2021 Agreement; NOW, THEREFORE,

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

SECTION 1.

Ordinance No. 10020, originally passed on October 12, 2021, and the associated State of Colorado Offender Labor Intergovernmental Agreement by and between the City of Pueblo, a Municipal Corporation, the Pueblo Zoological Society, a Colorado Nonprofit Corporation, and the State of Colorado acting by and through its Department of Corrections, relating to landscaping services at the Pueblo Zoo, shall be and hereby is rescinded.

SECTION 2.

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 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 January 10, 2022.

Final adoption of Ordinance by City Council on January 24, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on January 31, 2022.

☐ 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: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE RELEASE OF CERTAIN REAL PROPERTY FROM THE EXISTING LEASED PROPERTY UNDER THE LEASE PURCHASE AGREEMENT DATED AS OF NOVEMBER 12, 2014, AS AMENDED, BETWEEN THE CITY AND THE CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS RELATING TO SAME

SUMMARY:

The attached Ordinance authorizes and approves the execution and delivery of documents in connection with the release of Lot 67 located in the Pueblo Memorial Airport Industrial Park from the Lease Purchase Agreement dated November 12, 2014, as amended, and authorizes the Mayor and the City Clerk to take all necessary and appropriate actions relating to the same.

PREVIOUS COUNCIL ACTION:

The City has previously entered into a Lease Purchase Agreement dated as of November 12, 2014 (the "2014 Lease"), between the City, as lessee, and the City of Pueblo, Colorado Municipal Building Corporation (the "Corporation"), as lessor, for the purpose of providing funding to finance the replacement of approximately 8,725 high pressure sodium streetlight fixtures with approximately 8,725 light emitting diode streetlight fixtures throughout the City (the "2014 Project"). Pursuant to a Trust Indenture dated as of November 12, 2014 (the "2014 Indenture"), between the Corporation and Wells Fargo Bank, National Association, in its capacity as trustee thereunder (the "2014 Trustee"), and a Continuing Covenant Agreement dated as of November 12, 2014 (the "2014 Agreement"), by and among the City, the Corporation and the 2014 Trustee, the City caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of $4,200,000 (the "Series 2014 Certificates"), evidencing interests in the right to receive revenues under the 2014 Lease.

During the Summer of 2021, due to a national reduction in interest rates, Mayor Gradisar proposed to Wells Fargo Bank, National Association (the "Bank") as the initial purchaser and the sole owner of the Series 2014 Certificates, that the Bank reduce the interest rate on the Series 2014 Certificates. The Bank acquiesced to the Mayor's request and on July 12, 2021, by

Ordinance No. 9967, City Council approved the necessary amendments to the financingdocuments which resulted in the reduction of the interest rate on the Series 2014 Certificates from 2.54% to 1.25% through the reissuance of the Series 2014 Certificates under the Internal Revenue Code of 1986, as amended.

BACKGROUND:

During the Fall of 2021, at the suggestion of the Pueblo Economic Development Corporation ("PEDCO") Mayor Gradisar requested the Bank to release that portion of the Leased Property identified in the 2014 Lease as Parcel B and known as Lot 67 located in the Pueblo Memorial Airport Industrial Park, from the Bank's Trust Indenture, in order to maximize the usefulness of Lot 67 and facilitate the development of said lot by a new employer recruited by PEDCO. The Bank has agreed to the Mayor's request and the attached Ordinance implements the release of Lot 67.

FINANCIAL IMPLICATIONS:

None. Approval of this ordinance will not affect the amount of the lease payments made by the City to the City of Pueblo, Colorado Municipal Building Corporation.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to approve the release of "Lot 67" from the Lease Purchase Agreement.

RECOMMENDATION:

The Board of Directors of PEDCO recommends approval of this Ordinance.

Attachments:
Proposed Ordinance
First Amendment to Site Lease
Second Supplemental Indenture
Second Amendment to Lease Purchase Agreement
Resolution of The Board of Directors of City of Pueblo, Colorado Municipal Building Corporation

ORDINANCE NO. 10106

AN ORDINANCE AUTHORIZING THE EXECUTION AND DELIVERY OF DOCUMENTS IN CONNECTION WITH THE RELEASE OF CERTAIN REAL PROPERTY FROM THE EXISTING LEASED PROPERTY UNDER THE LEASE PURCHASE AGREEMENT DATED AS OF NOVEMBER 12, 2014, AS AMENDED, BETWEEN THE CITY AND THE CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION AND AUTHORIZING THE MAYOR AND THE CITY CLERK TO TAKE ALL NECESSARY AND APPROPRIATE ACTIONS RELATING TO SAME

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 in order to provide lands and facilities for governmental purposes; and

WHEREAS, the City has previously entered into a Site Lease dated as of November 12, 2014 (the "2014 Site Lease"), between the City, as lessor, and the City of Pueblo, Colorado Municipal Building Corporation (the "Corporation"), as lessee and a Lease Purchase Agreement dated as of November 12, 2014 (the "2014 Lease"), between the City, as lessee, and the Corporation, as lessor, for the purpose of providing funding to finance the replacement of approximately 8,725 high pressure sodium streetlight fixtures with approximately 8,725 light emitting diode streetlight fixtures throughout the City (the "2014 Project"); and

WHEREAS, pursuant to a Trust Indenture dated as of November 12, 2014 (the "2014 Indenture"), between the Corporation and Wells Fargo Bank, National Association, in its capacity as trustee thereunder (the "Trustee"), and a Continuing Covenant Agreement dated as of November 12, 2014 (the "2014 Agreement"), by and among the City, the Corporation and the Trustee, the City caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of $4,200,000 (the "Series 2014 Certificate"), evidencing interests in the right to receive revenues under the 2014 Lease, which Series 2014 Certificate is currently outstanding in the aggregate principal amount of $1,362,802.78; and

WHEREAS, the City Council of the City of Pueblo, Colorado (the "City Council") has determined that it is in the best interests of the City and its residents to effect a release of that portion of the Leased Property identified in the 2014 Lease as Parcel B and known as Lot 67 ("Lot 67") in order to maximize the usefulness of Lot 67 and facilitate the development of the surrounding land by (a) executing and delivering the First Amendment to the 2014 Site Lease (the "First Site Lease Amendment"), (b) executing and delivering the Second Amendment to the 2014 Lease (the "Second Lease Amendment"), and (c) approving the execution and delivery of the Second Supplemental Indenture (the "Second Supplemental Indenture"), each in substantially the form presented to the City and made available to the City Council prior to this meeting; and

WHEREAS, Wells Fargo Bank, National Association is the Initial Purchaser and current Owner (as defined in the Indenture) of 100% of the Series 2014 Certificate; and

WHEREAS, the Trustee has notified the Owner of the First Site Lease Amendment, the Second Lease Amendment and the Second Supplemental Indenture in accordance with the provisions of Section 9.05 of the Indenture, and the Owner has acknowledged, consented to, and approved the execution of the same; and

WHEREAS, the City Council has been presented with or had made available to it substantially final forms of the First Site Lease Amendment, the Second Lease Amendment and the Second Supplemental Indenture; and

WHEREAS, the City Council expects and intends that the 2014 Lease will continue to be renewed and appropriated for in the foreseeable future; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO:

Ratification of Prior Actions. All action heretofore taken (not inconsistent with the provisions of this Ordinance) by the City Council or the officers or employees of the City, directed toward the release of Lot 67 from the Leased Property described in the 2014 Site Lease, the 2014 Lease and the 2014 Indenture, are hereby ratified, approved and confirmed.

Authorization of Release; Approval Lease Amendments. The City Council hereby authorizes and consents to the release of Lot 67 from the Leased Property in accordance with the provisions of the 2014 Lease. In accordance with the foregoing, the First Site Lease Amendment and the Second Lease Amendment, in substantially the forms presented to the City and made available to the City Council prior to this meeting and with substantially the same content, are in all respects approved, authorized and confirmed, and the Mayor is authorized to affix his signature to the First Site Lease Amendment and the Second Lease Amendment in substantially the forms and with substantially the same content as presented to this meeting of the City Council, for and on behalf of the City, but with such changes, modifications, additions or deletions therein as the Mayor and the City Attorney shall deem necessary, desirable or appropriate, the execution thereof to constitute conclusive evidence of their approval of any and all changes, modifications, additions or deletions therein from the forms and content of the Lease Amendments presented to the City and made available to the City Council prior to this meeting.

Consent and Approval of Supplemental Indenture. The City Council hereby approves and acknowledges the Second Supplemental Indenture in substantially the form presented to the City and made available to the City Council prior to this meeting of the City Council and with substantially the same content.

Other Actions in Furtherance of this Ordinance. The City Clerk is hereby authorized to attest all signatures and acts of any official of the City Council or the City in connection with the matters authorized by this Ordinance, and to place the seal of the City on the First Site Lease Amendment and the Second Lease Amendment and any other necessary documents authorized and approved by this Ordinance. The Mayor and any officials of the City Council or the City are hereby authorized to execute and deliver for and on behalf of the City any and all additional agreements, certificates, documents and other papers and to perform all other acts that they may deem necessary or appropriate in order to implement and carry out the transactions and other matters authorized and contemplated by this Ordinance.

Home Rule Powers Invoked. In authorizing and approving the actions herein set forth, it is the intent of the City Council of the City to exercise the home rule powers of the City granted pursuant to the Colorado Constitution and the Charter, and the City Council of the City hereby finds, determines and declares that the matters herein referred to are matters of local or municipal concern and are appropriate for the exercise of the home rule powers of the City.

Severability. If any section, paragraph, clause or provision of this Ordinance 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.

Repealer. All bylaws, orders and ordinances, or parts thereof, inconsistent with this Ordinance or with any of the documents hereby approved, are hereby repealed only to the extent of such inconsistency. This repealer shall not be construed as reviving any bylaw, order or ordinance, or part thereof.

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 January 10, 2022.

Final adoption of Ordinance by City Council on January 24, 2022.

President of City Council

Action by the Mayor:

☒ Approved on January 31, 2022.

☐ 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

AFTER RECORDING PLEASE RETURN TO:

Kutak Rock LLP
1801 California Street
Suite 3000
Denver, CO 80202
Attention: Mario T. Trimble, Esq.

SECOND AMENDMENT TO
LEASE PURCHASE AGREEMENT
(2014 LED PROJECT)

by and between

CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION,
as Lessor

and

CITY OF PUEBLO, COLORADO,
as Lessee

Dated the_____ day of _____, 2022

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EXHIBIT A DESCRIPTION OF THE SITE LEASED PROPERTY

SECOND AMENDMENT TO LEASE PURCHASE AGREEMENT

THIS SECOND AMENDMENT TO LEASE PURCHASE AGREEMENT (this "Second Lease Amendment") is dated as of the ____ day of _____, 2022 and is entered into by and between **CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION**, a Colorado nonprofit corporation (the "Corporation"), and **CITY OF PUEBLO, COLORADO** (the "City").

W I T N E S S E T H :

WHEREAS, the City is a duly and regularly created, organized and existing home rule municipality, existing as such under and by virtue of Article XX of the Constitution of the State and the Charter of the City; and

WHEREAS, the City Council of the City (the "City Council") has the power, pursuant to Sections 1-3 and 3-9 of the Charter and Chapter 11 of Title I of the Pueblo Municipal Code, to enter into lease and lease purchase agreements in order to provide necessary land, buildings, equipment and other property for any governmental or proprietary purpose; and

WHEREAS, the City Council also has the power, pursuant to Sections 1-3 and 3-9 of the Charter and Chapter 11 of Title I of the Pueblo Municipal Code, to purchase real and personal property and to sell and convey real and personal property of the City upon such terms and conditions as the City Council may approve; and

WHEREAS, the Corporation (a) is a Colorado nonprofit corporation that is duly organized, validly existing and in good standing under the laws of the state, (b) is duly qualified to do business in the State, (c) is the lessee of the Site Leased Property (as defined herein) pursuant to the Site Lease dated as of November 12, 2014 (the "Site Lease") between the City, as lessor, and the Corporation, as lessee, and (d) is authorized, under its articles of incorporation and bylaws, action of its board of directors and applicable law, to lease the Site Leased Property from the City, to lease the Leased Property to the City and to execute, deliver and perform its obligations under this Lease; and

WHEREAS, the City and the Corporation have previously entered into that certain Lease Purchase Agreement dated as of November 12, 2014 (the "2014 Lease"), between the City, as lessee, and the Corporation, as lessor, for the purpose of providing funding to finance the costs of replacing approximately 8,725 high pressure sodium streetlight fixtures with approximately 8,725 light emitting diode streetlight fixtures throughout the City (the "Project"); and

WHEREAS, pursuant to a Trust Indenture dated as of November 12, 2014 (the "Indenture"), between the Corporation and Wells Fargo Bank, National Association, in its capacity as trustee thereunder (the "Trustee"), the Corporation caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of $4,200,000 (the "Series 2014 Certificate"), evidencing interests in the right to receive revenues under the Lease, which Series 2014 Certificate is currently outstanding in the aggregate principal amount of $1,362,802.78; and

WHEREAS, in connection with the execution and delivery of the Series 2014 Certificates, the Corporation has executed and delivered that certain Leasehold Deed of Trust, Assignment of Rents and Leases, Security Agreement and Fixture Filing dated November 12, 2014 (the "Deed of Trust"), from the Corporation to the Public Trustee of Pueblo County, Colorado for the benefit of the Trustee; and

WHEREAS, the City and the Corporation have previously entered into that First Amendment to Lease Purchase Agreement dated as of September 23, 2021 (the First Lease Amendment" and, together with the 2014 Lease and this Second Lease Amendment, the "Lease") for the purpose of amending the terms of the outstanding Series 2014 Certificate to effect a reduction in its interest rate; and

WHEREAS, the City and the Corporation desire for the Lease to be further amended by this Second Lease Amendment to provide for the release from the Leased Property of the property described as Parcel B in Exhibit A to the 2014 Lease; and

WHEREAS, Wells Fargo Bank, National Association is the Initial Purchaser and current Owner (as defined in the Indenture) of 100% of the Series 2014 Certificate; and

WHEREAS, the Trustee has notified the Owner of this Second Lease Amendment in accordance with the provisions of Section 9.05 of the Indenture, and the Owner has acknowledged, consented to, and approved the execution of this Second Lease Amendment; and

WHEREAS, this Second Lease Amendment is entered into for the purpose of providing for the release from the Leased Property of the property described as Parcel B in Exhibit A to the 2014 Lease;

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

DEFINITIONS

Capitalized terms used herein but not defined shall have the meanings, respectively, as provided in the Indenture or Article I of the Lease, as amended.

ARTICLE II

AMENDMENTS

Section 2.01. Amendment and Restatement of Section 8.05. Section 8.05 of the Lease is hereby amended to read as follows:

Section 8.05. Modification and Substitution of Leased Property; Release of Leased Property.

(a) The City, at its own expense, may remodel, or make substitutions, additions, modifications or improvements to, the Leased Property, provided that (a) such remodeling, substitutions, additions, modifications and additions (i) shall not in any way damage the Leased Property as it existed prior thereto and (ii) shall become part of the Leased Property; (b) the value of the Leased Property after such remodeling, substitutions, additions, modifications and additions shall be at least as great as the value of the Leased Property prior thereto; and (c) the Leased Property, after such remodeling, substitutions, additions, modifications and additions, shall continue to be used as provided in, and shall otherwise be subject to the terms of, this Lease.

(b) So long as no Event of Default or Event of Nonappropriation shall have occurred and is continuing and when the principal component of Base Rentals paid by the City, plus the principal amount of any Certificates redeemed through optional redemption, or the total principal amount of Certificates paid or deemed to be paid pursuant to Section 10.01 of the Indenture, equals the fair value of any portion of the Leased Property set forth in Exhibit A hereto (or of any property substituted for such portion of the Leased Property pursuant to any provision of this Lease), the corresponding portion of the Leased Property set forth in Exhibit A hereto (or of any property substituted for such portion of the Leased Property pursuant to any provision of this Lease) shall be deemed to have been fully amortized and the Corporation and the Trustee shall release such portion of the Leased Property (or any property substituted for such portion of the Leased Property pursuant to any provision of this Lease); provided, however, that (i) the fair value of the remaining Leased Property must be at least equal to 100% of the aggregate principal amount of the Certificates then Outstanding, as certified by the City Representative, (ii) the City Representative shall provide written notice of such release to the Trustee, (iii) the Trustee shall receive an opinion of Bond Counsel that such release shall not have a materially adverse effect on the tax-exempt status of the Certificates; (iv) prior to such release of Leased Property, the Trustee shall receive evidence that the existing title insurance policy for the Leased Property which is not to be substituted is not affected; and (v) after any release of Leased Property under this Section, the remaining Leased Property shall comply with the requirements of Section 29-1-103(3)(e), C.R.S. The Corporation and the Trustee shall execute and deliver to the City all documents necessary or appropriate to convey such portion of the Leased Property to the City, free of all restrictions and encumbrances imposed or created by this Lease or the Indenture, in substantially the manner provided in Section 9.02 hereof. After such release and conveyance, the property so released and conveyed shall no longer be a part of the Leased Property for any purpose of this Lease or the Indenture. The Corporation and the Trustee shall fully cooperate with the City in executing, delivering and recording such documents as may be necessary to effectuate the provisions of this Section.

Section 2.02. Amendment of Exhibit A. The description of the Site Leased Property contained in Exhibit A to the 2014 Lease is hereby amended and restated to read as set forth in Exhibit A hereto.

ARTICLE III

MISCELLANEOUS

Section 3.01. Sovereign Powers of City. Nothing in this Second Lease Amendment shall be construed as diminishing, delegating, or otherwise restricting any of the sovereign powers of the City. Nothing in this Second Lease Amendment shall be construed to require the City to occupy and operate the Leased Property other than as lessee, or to require the City to exercise its right to purchase the Leased Property as provided in Article IX of the Lease.

Section 3.02. Binding Effect. This Second Lease Amendment shall inure to the benefit of and shall be binding upon the Corporation and the City and their respective successors and assigns, subject, however, to the limitations set forth in Article XIII of the Lease.

Section 3.03. Confirmation of Lease. As supplemented by the First Lease Amendment and this Second Lease Amendment, the Lease is in all respects ratified and confirmed. This Second Lease Amendment amends and supersedes all inconsistent provisions of the Lease. This Second Lease Amendment shall be read, taken and construed as one and the same instrument with the Lease so that all rights, remedies, terms, conditions, covenants and agreements of the Lease shall apply and remain in full force and effect with respect to this Second Lease Amendment, the Project and the Leased Property.

Section 3.04. Acknowledgement of Second Supplemental Indenture. The City has received copies of, and acknowledges the terms of, the Second Supplemental Indenture .

Section 3.05. Severability. In the event that any provision of the Lease, other than the obligation of the City to pay Base Rentals or Additional Rentals and the Purchase Option Price hereunder and the obligation of the Corporation to provide quiet enjoyment of the Leased Property and to convey the Leased Property to the City pursuant to Article IX hereof, shall be held invalid or unenforceable by any court of competent jurisdiction, such holding shall not invalidate or render unenforceable any other provision hereof.

Section 3.06. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Second Lease Amendment .

Section 3.07. Applicable Law. The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Second Lease Amendment .

Section 3.08. Execution in Counterparts. This Second Lease Amendment may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation and the City have executed this Second Lease Amendment as of the date first above written.

[SEAL]

CITY OF PUEBLO, COLORADO
MUNICIPAL BUILDING CORPORATION

By _____
President

CITY OF PUEBLO, COLORADO

By _____
Mayor

Attest:

By _____
City Clerk

[Signature Page to Second Lease Amendment]

STATE OF COLORADO)
) ss.
PUEBLO COUNTY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by _____, as President of the CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

_____
Notary

My commission expires:

_____

STATE OF COLORADO)
) ss.
PUEBLO COUNTY)

The foregoing instrument was acknowledged before me this ___ day of _____, 2022 by Nicholas A. Gradisar, as Mayor of the City of Pueblo, Colorado, and by Marisa Stoller, as Clerk of said City.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

_____
Notary

My commission expires:

_____

EXHIBIT A

DESCRIPTION OF THE SITE LEASED PROPERTY

PARCEL A:

LOTS 9, 10, 11 AND 12 IN BLOCK 31 IN COUNTY ADDITION TO THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF SAID ADDITION FILED FOR RECORD NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL B:

[Parcel B deleted pursuant to Second Lease Amendment]

PARCEL C:

LOT 1 IN BLOCK 1 IN EAGLERIDGE FIRE STATION SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1998 UNDER RECEPTION NO. 1199836, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL D:

LOTS 17, 18, 19 AND THE SOUTH 1/2 OF LOT 20 IN BLOCK 23 IN HILLSIDE, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1890 IN PLAT BOOK H AT PAGE 21, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL E:

LOTS 42 AND 43 IN BLOCK 151 IN FLETCHER HILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1890 IN PLAT BOOK F AT PAGE 16, COUNTY OF PUEBLO, STATE OF COLORADO.

AFTER RECORDING PLEASE RETURN TO:

Kutak Rock LLP
1801 California Street
Suite 3000
Denver, CO 80202
Attention: Mario T. Trimble, Esq.

FIRST AMENDMENT TO SITE LEASE

between

CITY OF PUEBLO, COLORADO
as Lessor,

and

CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION,
as Lessee

Dated as of the ____ day of _____, 2022

THIS FIRST AMENDMENT TO SITE LEASE dated as of the ____ day of _____, 2022 (this "First Site Lease Amendment"), between the **CITY OF PUEBLO, COLORADO,** as lessor (the "City"), a political subdivision duly organized and existing under the laws of the State of Colorado (the "State"), and **CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION**, a Colorado nonprofit corporation, as Lessee (together with its successors and assigns, the "Corporation");

W I T N E S S E T H:

WHEREAS, the City and the Corporation have previously entered into that certain Site Lease dated as of November 12, 2014 (the "2014 Site Lease" and together with this First Site Lease Amendment, the "Site Lease"), between the City, as lessor, and the Corporation, as lessee; and

WHEREAS, the City and the Corporation have previously entered into that certain Lease Purchase Agreement dated as of November 12, 2014 (the "2014 Lease"), between the City, as lessee, and the Corporation, as lessor, for the purpose of providing funding to finance the costs of replacing approximately 8,725 high pressure sodium streetlight fixtures with approximately 8,725 light emitting diode streetlight fixtures throughout the City (the "Project"); and

WHEREAS, pursuant to a Trust Indenture dated as of November 12, 2014 (the "Indenture"), between the Corporation and Wells Fargo Bank, National Association, in its capacity as trustee thereunder (the "Trustee"), the Corporation caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of $4,200,000 (the "Series 2014 Certificate"), evidencing interests in the right to receive revenues under the Lease, which Series 2014 Certificate is currently outstanding in the aggregate principal amount of $1,362,802.78; and

WHEREAS, Wells Fargo Bank, National Association is the Initial Purchaser and current Owner (as defined in the Indenture) of 100% of the Series 2014 Certificate; and

WHEREAS, the City and the Corporation desire for the 2014 Site Lease to be amended by this First Site Lease Amendment to provide for the release from the Site Leased Property of the property described as Parcel B in Exhibit A to the 2014 Lease; and

WHEREAS, the Trustee has notified the Owner of this First Site Lease Amendment in accordance with the provisions of Section 9.05 of the Indenture, and the Owner has acknowledged, consented to, and approved the execution of this First Site Lease Amendment; and

WHEREAS, this First Site Lease Amendment is entered into for the purpose of providing for the release from the Site Leased Property of the property described as Parcel B in Exhibit A to the 2014 Lease;

NOW, THEREFORE, for and in consideration of the mutual promises and covenants herein contained, the parties hereto agree as follows;

Section 1. Definitions. Unless the context otherwise requires, capitalized terms used herein shall have the meanings ascribed to them herein and in the 2014 Lease, as amended.

Section 2. Section 2.02. Amendment of Exhibit A. The description of the Site Leased Property contained in Exhibit A to the 2014 Site Lease is hereby amended and restated to read as set forth in Exhibit A hereto.

Section 3. Section Headings. All section headings contained herein are for convenience of reference only and are not intended to define or limit the scope of any provision of this Site Lease.

Section 4. Execution. This Site Lease may be executed in any number of counterparts, each of which shall be deemed to be an original but all together shall constitute but one and the same Site Lease.

[Signature Page of First Site Lease Amendment Follows]

IN WITNESS WHEREOF, the City and the Corporation have caused this First Site Lease Amendment to be executed by their respective officers thereunto duly authorized, and the City has affixed its corporate seal hereto all as of the day and year first above written.

[SEAL]

CITY OF PUEBLO, COLORADO
as Lessee

By _____
Nicholas A. Gradisar, Mayor

Attest:

By _____
City Clerk

CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION, as Lessee

By: _____
President

[Signature Page to First Site Lease Amendment]

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

This instrument was acknowledged before me this ____ day of _____, 2022 by Nicholas A. Gradisar, as Mayor of the City of Pueblo, Colorado, and by Marisa Stoller, as Clerk of said City.

WITNESS my hand and official seal.

_____
Notary Public

[SEAL]

My Commission Expires:

_____

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this ____ day of_____, 2022 by _____, as President of City of Pueblo, Colorado Municipal Building Corporation, a nonprofit corporation duly organized and validly existing under the laws of Colorado.

WITNESS my hand and official seal.

_____
Notary Public

[SEAL]

My Commission Expires:

_____

EXHIBIT A

DESCRIPTION OF THE LEASED PROPERTY

PARCEL A:

LOTS 9, 10, 11 AND 12 IN BLOCK 31 IN COUNTY ADDITION TO THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF SAID ADDITION FILED FOR RECORD NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL B:

[Parcel B deleted pursuant to First Site Lease Amendment]

PARCEL C:

LOT 1 IN BLOCK 1 IN EAGLERIDGE FIRE STATION SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1998 UNDER RECEPTION NO. 1199836, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL D:

LOTS 17, 18, 19 AND THE SOUTH 1/2 OF LOT 20 IN BLOCK 23 IN HILLSIDE, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1890 IN PLAT BOOK H AT PAGE 21, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL E:

LOTS 42 AND 43 IN BLOCK 151 IN FLETCHER HILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1890 IN PLAT BOOK F AT PAGE 16, COUNTY OF PUEBLO, STATE OF COLORADO.

AFTER RECORDING PLEASE RETURN TO:

Kutak Rock LLP
1801 California Street
Suite 3000
Denver, CO 80202
Attention: Mario T. Trimble, Esq.

SECOND SUPPLEMENTAL TRUST INDENTURE

Between the

CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

and

WELLS FARGO BANK, NATIONAL ASSOCIATION

as Trustee

Relating to the reissuance of the following

Certificate of Participation
evidencing undivided interests in the right to receive
certain revenues payable by
the City of Pueblo, Colorado
under a Lease Purchase Agreement dated as of November 12, 2014

Dated as of the ____ day of _____, 2022

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APPENDIX A DESCRIPTION OF THE SITE LEASED PROPERTY

THIS SECOND SUPPLEMENTAL TRUST INDENTURE (this "Second Supplemental Indenture") is dated as of the ____ day of _____, 2022 and is entered into by and between the **CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION** (the "Corporation"), a Colorado nonprofit corporation duly organized and validly existing under the laws of the State of Colorado (the "State"), and **WELLS FARGO BANK, NATIONAL ASSOCIATION,** a national banking association duly organized and validly existing under the laws of the United States, as trustee (the "Trustee").

RECITALS

WHEREAS, pursuant to a Trust Indenture dated as of November 12, 2014 (the "Original Indenture"), between the Corporation and the Trustee, and a Continuing Covenant Agreement dated as of November 12, 2014 (the "Agreement"), by and among the City of Pueblo, Colorado (the "City"), the Corporation and the Trustee, the City caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of $4,200,000 (the "Series 2014 Certificate"), evidencing interests in the right to receive revenues under the Lease, which Series 2014 Certificate is currently outstanding in the aggregate principal amount of $1,362,802.78 and bears interest at a rate of 1.25% per annum; and

WHEREAS, Wells Fargo Bank, National Association is the Initial Purchaser and current Owner (as defined in the Original Indenture) of 100% of the Series 2014 Certificate; and

WHEREAS, the Corporation and the Trustee have previously entered into that First Supplemental Indenture dated as of September 9, 2021 (the "First Supplemental Indenture" and, together with the Original Indenture, the "Indenture") for the purpose of amending the terms of the outstanding Series 2014 Certificate to effect a reduction in its interest rate; and

WHEREAS, the City has requested that the Corporation and the Trustee further amend and supplement the Original Indenture in order to provide for the release from the Leased Property of the property described as Parcel B in Appendix B to the Original Indenture; and

WHEREAS, the Trustee has notified the Owner of this Second Supplemental Indenture in accordance with the provisions of Section 9.02 of the Original Indenture, and the Owner has acknowledged, consented to, and approved the execution of this Second Supplemental Indenture; and

WHEREAS, terms used but not defined herein shall have the meanings given to them in the Original Indenture;

NOW, THEREFORE, for and in consideration of the mutual covenants and the representations, covenants and warranties herein contained, the parties hereto agree as follows:

ARTICLE I

AUTHORITY AND PURPOSE

This Second Supplemental Indenture is executed and entered into under authority of and in accordance with Section 9.02(a) of the Original Indenture.

ARTICLE II

AMENDMENT OF APPENDIX B

The description of the Site Leased Property contained in Appendix B to the Original Indenture is hereby amended and restated to read as set forth in Appendix A hereto.

ARTICLE III

MISCELLANEOUS

Section 3.01. Incorporation By Reference. The Corporation and the Trustee agree that the amendments contained in this Second Supplemental Indenture shall be incorporated by this reference thereto into the Indenture, which Indenture as so amended and supplemented shall produce a conformed amended and restated Indenture which shall serve as the sole operative Indenture in connection with the Series 2014 Certificates.

Section 3.02. Effective Date. This Second Supplemental Indenture shall be effective from and after the ____ day of _____, 2022.

Section 3.03. Original Indenture in Full Force and Effect. All other terms and conditions of the Original Indenture not specifically amended by the First Supplemental Indenture and this Second Supplemental Indenture shall remain in full force and effect and are hereby ratified and confirmed by the Corporation, the Trustee and the Owner.

Section 3.04. Counterparts. This Second Supplemental Indenture may be executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument**.**

Section 3.05. Captions. The captions or headings herein are for convenience only and in no way define, limit or describe the scope or intent of any provisions or sections of this Second Supplemental Indenture.

Section 3.06. Applicable Law. The laws of the State of Colorado shall be applied in the interpretation, execution and enforcement of this Second Supplemental Indenture.

Section 3.07. Execution in Counterparts. This Second Supplemental Indenture may be simultaneously executed in several counterparts, each of which shall be an original and all of which shall constitute but one and the same instrument.

[Remainder of page intentionally left blank]

IN WITNESS WHEREOF, the Corporation and the Trustee have executed this Second Supplemental Indenture as of the date first above written.

CITY OF PUEBLO, COLORADO
MUNICIPAL BUILDING CORPORATION

By _____
President

WELLS FARGO BANK, NATIONAL
ASSOCIATION, as Trustee

By _____
Authorized Signatory

[Signature Page to Second Supplemental Indenture]

STATE OF COLORADO)
) ss.
PUEBLO COUNTY)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022, by _____, as President of City Of Pueblo, Colorado Municipal Building Corporation.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

_____
Notary

My commission expires:

_____

STATE OF COLORADO)
) ss.
CITY AND COUNTY OF DENVER)

The foregoing instrument was acknowledged before me this ____ day of _____, 2022 by _____ as authorized signatory of Wells Fargo Bank, National Association, a national banking association.

WITNESS MY HAND AND OFFICIAL SEAL, the day and year above written.

[NOTARIAL SEAL]

_____
Notary

My commission expires:

_____

APPENDIX A

DESCRIPTION OF THE SITE LEASED PROPERTY

PARCEL A:

LOTS 9, 10, 11 AND 12 IN BLOCK 31 IN COUNTY ADDITION TO THE CITY OF PUEBLO, ACCORDING TO THE AMENDED PLAT OF SAID ADDITION FILED FOR RECORD NOVEMBER 20, 1879 IN PLAT BOOK C AT PAGE 154, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL B:

[Parcel B deleted pursuant to Second Supplemental Indenture]

PARCEL C:

LOT 1 IN BLOCK 1 IN EAGLERIDGE FIRE STATION SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED JANUARY 8, 1998 UNDER RECEPTION NO. 1199836, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL D:

LOTS 17, 18, 19 AND THE SOUTH 1/2 OF LOT 20 IN BLOCK 23 IN HILLSIDE, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 20, 1890 IN PLAT BOOK H AT PAGE 21, COUNTY OF PUEBLO, STATE OF COLORADO.

PARCEL E:

LOTS 42 AND 43 IN BLOCK 151 IN FLETCHER HILL SUBDIVISION, ACCORDING TO THE PLAT THEREOF RECORDED OCTOBER 31, 1890 IN PLAT BOOK F AT PAGE 16, COUNTY OF PUEBLO, STATE OF COLORADO.

RESOLUTION OF THE BOARD OF DIRECTORS
OF
CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION

WHEREAS, the City of Pueblo, Colorado Municipal Building Corporation (the "Corporation") has previously entered into a Lease Purchase Agreement dated as of November 12, 2014 (the "2014 Lease"), between the City of Pueblo, Colorado (the "City"), as lessee, and the Corporation, as lessor, for the purpose of providing funding to finance the replacement of approximately 8,725 high pressure sodium streetlight fixtures with approximately 8,725 light emitting diode streetlight fixtures throughout the City (the "2014 Project"); and

WHEREAS, pursuant to a Trust Indenture dated as of November 12, 2014 (the "2014 Indenture"), between the Corporation and Wells Fargo Bank, National Association, in its capacity as trustee thereunder (the "2014 Trustee"), and a Continuing Covenant Agreement dated as of November 12, 2014 (the "2014 Agreement"), by and among the City, the Corporation and the 2014 Trustee, the City caused the execution and delivery of the Certificate of Participation, Series 2014, in the original aggregate principal amount of $4,200,000 (the "Series 2014 Certificates"), evidencing interests in the right to receive revenues under the 2014 Lease, which Series 2014 Certificates are currently outstanding in the aggregate principal amount of $1,362,802.78 and bear interest at a rate of 1.25% per annum; and

WHEREAS, the Board of Directors of the Corporation (the "Board") finds and determines that it is advisable to effect a release of that portion of the Leased Property identified in the 2014 Lease as Parcel B and known as Lot 67 ("Lot 67") in order to maximize the usefulness of Lot 67 and facilitate the development of the surrounding land by (a) executing and delivering the First Amendment to the 2014 Site Lease (the "First Site Lease Amendment"), (b) executing and delivering the Second Amendment to the 2014 Lease (the "Second Lease Amendment"), and (c) executing and delivering the Second Supplemental Indenture (the "Second Supplemental Indenture"), each in substantially the form presented to the Corporation and made available to the Board prior to this meeting; and

WHEREAS, it appears that each of the instruments above referred to is in appropriate form and is an appropriate instrument for the purposes intended.

NOW, THEREFORE, BE IT RESOLVED BY THE BOARD OF DIRECTORS OF THE CITY OF PUEBLO, COLORADO MUNICIPAL BUILDING CORPORATION, AS FOLLOWS:

Section 1. All actions of the Corporation and the officers thereof (the "Officers") in effecting the release of Lot 67 pursuant to and in accordance with the transactions contemplated by the foregoing documents are hereby approved, ratified and authorized.

Section 2. The form and content of the First Site Lease, the Second Lease Amendment and the Second Supplemental Indenture, respectively, are in all respects authorized, approved and confirmed and the Officers of the Corporation be, and they hereby are, authorized, empowered and directed to execute and deliver the First Site Lease, the Second Lease Amendment and the Second Supplemental Indenture, for and on behalf of the Corporation, including necessary counterparts, in substantially the form and content presented to the Board of Directors, but with such changes,

modifications, additions or deletions therein as shall to them seem necessary, desirable or appropriate, their execution thereof to constitute conclusive evidence of their approval of any and all changes, modifications, additions or deletions therein from the form and content of the First Site Lease, the Second Lease Amendment and the Second Supplemental Indenture presented to the Board of Directors, and that from and after the execution and delivery of the First Site Lease, the Second Lease Amendment and the Second Supplemental Indenture, the Officers of the Corporation are hereby authorized, empowered and directed to do all such acts and to execute all such documents as may be necessary to carry out and comply with the provisions of the First Site Lease, the Second Lease Amendment and the Second Supplemental Indenture as executed.

Section 3. The Officers of the Corporation be, and they hereby are, authorized to execute and deliver for and on behalf of the Corporation any and all additional certificates, documents, opinions or other papers and to perform all other acts as may be required by the documents contemplated above or as they may deem necessary or appropriate in order to implement and carry out the intent and purposes of this Resolution.

Section 4. The provisions of this Resolution are hereby declared to be separable and if any section, phrase or provision shall for any reason be declared to be invalid, such declaration shall not affect the validity of the remainder of the sections, phrases or provisions.

Section 5. This Resolution shall become effective immediately upon its passage and approval.

[Signatures appear on following page]

PASSED, ADOPTED AND APPROVED this 24th day of January, 2022.

CITY OF PUEBLO, COLORADO
MUNICIPAL BUILDING CORPORATION

By _____
President

By _____
Secretary

City Clerk's Office Item # R-8

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 10, 2022

TO: President Lawrence W. Atencio and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

From: Nancy Keller, Wastewater Director

SUBJECT: AN ORDINANCE AMENDING SECTION 3 OF CHAPTER 11 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO SANITARY SEWER CONNECTION FEES AND PLANT INVESTMENT FEES

SUMMARY:

With respect to Sanitary Sewer Connection Fee and Plant Invest Fee, this Ordinance updates the table of fees from 2003-2012 and subsequent years to a table of fees for 2022 – 2026 and subsequent years.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Sanitary Connection Fee and the Plant Investment Fee are intended to defray the projected impacts by proposed development for growth related capital projects to upgrade existing sanitary sewer that is insufficient to carry flow, excluding extension of the sanitary sewer system. New customers must contribute an amount comparable to the existing customers for the capacity to be utilized by the development. A clarification on how to calculate the fees is added for multifamily and commercial properties.

FINANCIAL IMPLICATIONS:

Increases in Sanitary Connection Fee and the Plant Investment Fee will help offset the cost of upsizing existing infrastructure for growth related capital projects in accordance with Section 16-11-4 and Section 6-11-7of the Pueblo Municipal Code.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Alternative No. 1 – No Action
Under this alternative, the City would not change the ordinance and the rate payers would pay for the cost of upsizing the sanitary main to accommodate the flow from the new development.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
None.

ORDINANCE NO. 10107

AN ORDINANCE AMENDING SECTION 3 OF CHAPTER 11 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO SANITARY SEWER CONNECTION FEES AND PLANT INVESTMENT FEES

WHEREAS it is necessary to revise the Sanitary Sewer Plant Investment Fee and the Sanitary Sewer Collection Fee for the City's Wastewater Department; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 3 of Chapter 11 of Title XVI of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 16-11-3. – Schedule of sanitary connection fees.

(a) Commencing on **[**January 1, 2003**]February 1, 2022**, and thereafter for and in accordance with the calendar years indicated in Table 16-11-3(a) below, the connection fee to be assessed upon connection to the City's sanitary sewer system shall be as follows:

[Table 16-11-3(a): Sanitary Sewer Connection Fee (in U.S. Dollars)

Year	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012 and subsequent years
Residential, Per Unit										
Single-Family	640	640	690	740	770	830	850	910	940	940
Multi-Family	480	480	520	560	580	620	640	680	710	710
Nonresidential Meter Line Size in Inches										
¾	640	640	690	740	770	830	850	910	940	940
1	1,070	1,070	1,150	1,240	1,290	1,390	1,420	1,520	1,570	1,570
1½	2,130	2,130	2,300	2,460	2,560	2,760	2,830	3,030	3,130	3,130

Year	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012 and subsequent years
2	3,410	3,410	3,680	3,940	4,100	4,420	4,530	4,850	5,010	5,010
3	7,470	7,470	8,050	8,640	8,990	9,690	9,920	10,620	10,970	10,970
4	12,800	12,800	13,800	14,800	15,400	16,600	17,000	18,200	18,800	18,800
6	26,670	26,670	28,750	30,840	32,090	34,590	35,420	37,920	39,170	39,170
8	38,400	38,400	41,400	44,400	46,200	49,800	51,000	54,600	56,400	56,400

]

Table 16-11-3(a): Sanitary Sewer Connection Fee (in U.S. Dollars)

Year	2022	2023	2024	2025	2026 and subsequent years
Residential, Per Unit					
Single- Family	2450	2500	2550	2725	2790
Multi-Family	1800	1880	1950	2020	2090
Nonresidential Meter Line Size in Inches					
¾	2450	2500	2550	2725	2790
1	4120	4260	4400	4520	4660
1½	8260	8440	8700	8930	9200
2	13725	14160	14570	15000	15400
3	28725	29550	30460	31370	32350
4	49200	50680	52200	53750	55350
6	102755	105600	108770	112050	115390
8	147610	152000	156600	161275	166140

(b) Commencing on [January 1, 2003] **February 1, 2022,** and thereafter for and in accordance with the calendar years indicated in Table 16-11-3(b) below, the plant investment fee to be assessed upon connection to the City's sanitary sewer system shall be as follows:

[Table 16-11-3(b): Plant Investment Fee (in U.S. Dollars)

Year	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012 and subsequent years
Residential, Per Unit										
Single-Family	480	510	550	560	580	590	590	640	650	800
Multi-Family	360	380	410	420	440	440	440	480	490	600
Nonresidential Meter Line Size in Inches										
¾	480	510	550	560	580	590	590	640	650	800
1	800	850	920	940	970	990	990	1,070	1,090	1,340
1½	1,600	1,700	1,830	1,860	1,930	1,960	1,960	2,130	2,160	2,660
2	2,560	2,720	2,930	2,980	3,090	3,140	3,140	3,410	3,460	4,460
3	5,600	5,950	6,420	6,540	6,770	6,890	6,890	7,470	7,590	9,340
4	9,600	10,200	11,000	11,200	11,600	11,800	11,800	12,800	13,000	16,000
6	20,000	21,250	22,920	23,340	24,170	24,590	24,950	26,670	27,090	33,340
8	28,800	30,600	33,000	33,600	34,800	35,400	35,400	38,400	39,000	48,000

]

Table 16-11-3(b): Plant Investment Fee (in U.S. Dollars)

Year	2022	2023	2024	2025	2026 and subsequent years
Residential, Per Unit					
Single- Family	1050	1100	1150	1175	1210
Multi-Family	800	820	850	880	910
Nonresidential Meter Line Size in Inches					
¾	1050	1100	1150	1175	1210
1	1780	1840	1900	1980	2040
1½	3540	3660	3800	3870	4000
2	5,975	6,140	6,330	6,500	6,700
3	12,475	12,850	13,240	13,630	14,050
4	21,400	22,020	22,700	23,350	24,050
6	44,525	45,800	47,230	48,650	50,110
8	64,090	66,000	68,000	70,025	72,150

(c) For multiple dwelling units, the connection fee and plant investment fee shall be an amount computed by multiplying the Multi-Family Residential per-unit amount, specified in Tables 16-11-3(a) and 16-11-3(b), for the specified year by the number of potential dwelling units served.

(d) Connection fees and plant investment fees applicable within sanitation districts shall be determined pursuant to the provisions of the separate agreements with each district, as approved by City Council.

(e) Connection fees and plant investment fees applicable to hotels, motels, bed and breakfast establishments and nursing homes shall be based on the water meter size for a commercial development as provided in Tables 16-11-3(a) and 16-11-3(b) for the specified year.

(f) In addition to any other fee or charge imposed or authorized pursuant to this Title, every extraterritorial sanitary sewer service connection made on or after September 1, 1994, shall be assessed a sanitary sewer connection fee as provided in Subsection (a) above. A plant investment fee shall also be imposed on extraterritorial sanitary sewer service connections pursuant to Section 16-4-11 of this Title, unless otherwise specified in a separate agreement.

(g) All due and unpaid connection fees and plant investment fees plus interest thereon at the rate of one and one-half percent (1.5%) per month shall constitute a perpetual lien on and against the property served having priority over all liens except general tax liens and collected as provided in Section 16-6-3(3). Due and unpaid connection fees or plant investment fees shall be cause for disconnection for nonpayment as provided in Section 16-6-3(4).

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 become effective on December 31, 2021, at 11:59 p.m.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 10, 2022.

Final adoption of Ordinance by City Council on January 24, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on January 31, 2022.

☐ 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