REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS - CITY HALL
#1 CITY HALL PLACE
MONDAY, June 13, 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 Richie Perko, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E.1. Proclamation Presentation: "Colorado Smelter Revitalization Project Month - June 2022" – Colorado Smelter Revitalization Community Residents

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF THE AGENDA
Review Agenda page by page.

I. APPROVAL OF THE AGENDA
Required Council Action: Motion to Amend the Agenda or Approve the Agenda as distributed.

J. READING AND APPROVAL OF MINUTES
Required Council Action: Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated ***Monday, May 23, 2022*** as distributed.

Documents:

05-23Minutes.pdf

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

L. COMMUNICATIONS

M. RESOLUTIONS

M.1. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $14,173.40 TO MERRIMAN LAND WORKS DBA FLAT AND FANCY, AND SETTING FORTH $8,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-036 BONAVENTURE ASPHALT AND CONCRETE REPAIRS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14902.pdf
Bid Summary.pdf

M.2. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $113,068.75 TO MARTIN MARIETTA MATERIALS INC., AND SETTING FORTH $15,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-035 COVINA COURT ASPHALT AND CONCRETE REPAIRS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14903.pdf
Bid Summary.pdf

M.3. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $163,526 TO CEDAR RIDGE LANDSCAPE, INC., AND SETTING FORTH $30,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-044 ADA CURB RAMPS PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14904.pdf
Bid Summary.pdf

M.4. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PARKVIEW MEDICAL CENTER, INC FOR THE USE OF THE RIGHT OF WAY ON NORTH GRAND AVENUE FOR REPLACEMENT OF THEIR MAIN ENTRANCE WAYFINDING SIGN

Documents:

Resolution_14905.pdf
Revocable Permit.pdf

M.5. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO ST. FRANCIS XAVIER PARISH. FOR THE USE OF THE 1700 BLOCK OF SPRUCE STREET TO HOST THEIR ANNUAL CHURCH FESTIVAL FROM JULY 23, 2022, TO JULY 25, 2022

Documents:

Resolution_14906.pdf
Revocable Permit.pdf

M.6. A RESOLUTION AMENDING THE REVOCABLE PERMIT TO LA GENTE YOUTH SPORTS, INC. FOR THE USE OF THE 1200 BLOCK OF JUAN MADRID AVENUE TO HOST THE ANNUAL JUAN MADRID MEMORIAL SOFTBALL TOURNAMENT, WHICH WAS CANCELLED DUE TO INCLIMENT WEATHER TO JUNE 17, 2022, THROUGH

JUNE 19, 2022

Documents:

Resolution_14907.pdf

M.7. A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 81.68 ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 1, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) And 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

Documents:

Resolution_14908.pdf
Annexation Petition.pdf

M.8. A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 1,337.40 ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING AND SOUTH OF JACKSON RANCH ANNEXATION 1, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) And 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

Documents:

Resolution_14909.pdf
Annexation Petition.pdf

M.9. A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 479.63 ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 3, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING AND SOUTH OF JACKSON RANCH ANNEXATIONS 1 AND 2, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) And 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

Documents:

Resolution_14910.pdf
Annexation Petition.pdf

M.10. A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENTS OF ANDREW HAYES AND ROBERT LEVERINGTON TO THE PUEBLO REGIONAL BUILDING – BUILDING BOARD OF APPEALS

Documents:

Resolution_14911.pdf
Hayes Application.pdf
Leverington Application.pdf

M.11. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF CATHERINE ALLEN TO THE HOUSING AUTHORITY OF THE CITY OF PUEBLO BOARD OF DIRECTORS – PUBLIC HOUSING RESIDENT

Documents:

Resolution_14912.pdf
Application.pdf

M.12. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF CHERYL SPINUZZI TO THE PLANNING AND ZONING COMMISSION

Documents:

Resolution_14913.pdf
Application.pdf

M.13. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF SUZANNE KUEHN TO THE HISTORIC PRESERVATION COMMISSION

Documents:

Resolution_14914.pdf
Application.pdf

M.14. A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF KIM ARCHULETTA AND TOM ROSE TO THE RETAIL AND MEDICAL MARIJUANA LICENSING AUTHORITY

Documents:

Resolution_14915.pdf
Archeletta Application.pdf
Rose Application.pdf

M.15. A RESOLUTION ESTABLISHING A CITY COUNCIL BUDGET COMMITTEE

Documents:

Resolution_14916.pdf

N. ORDINANCES – FIRST PRESENTATION

N.1. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION FOR THE FORECLOSURE PREVENTION PROGRAM, AS AUTHORIZED BY SECTION 603 (C)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TWENTY THOUSAND DOLLARS ($20,000) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

Documents:

Ordinance_N-1.pdf
Subrecipient Agreement.pdf

N.2. AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF OPERATING ARP GRANT APRIL 26, 2022, RELATING TO AWARD NO. CO-2022-013-00 BETWEEN

THE CITY OF PUEBLO AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF $307,724; BUDGETING AND APPROPRIATING $75,000 INTO PROJECT PT2201, BUDGETING AND APPROPRIATING $102,724 INTO PROJECT PT2202, AND BUDGETING AND APPROPRIATING $130,000 INTO PROJECT PT2203

Documents:

Ordinance_N-2.pdf
Grant Agreement.pdf
Angel Trax Quote.pdf
Amendment to Collective Bargaining Agreement.pdf

N.3. AN ORDINANCE APPROVING AND ACCEPTING ADDITIONAL FUNDS FROM THE COLORADO STATE FOREST SERVICE IN THE AMOUNT OF $7,272.52 PURSUANT TO THE TEAMING UP FOR TREES GRANT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT NO. PL1903

Documents:

Ordinance_N-3.pdf
Grant Reimbursement.pdf

N.4. AN ORDINANCE ESTABLISHING PROJECT CI2120 FOR CITY OF PUEBLO DOWNTOWN MULTIMODAL SAFETY IMPROVEMENTS PROJECT, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A CAPITAL IMPROVEMENT PROGRAM, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $680,890.75 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-4.pdf
InterGovernmental Agreement.pdf

N.5. AN ORDINANCE TRANSFERRING $270,000 FROM THE 2022 UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT CI2205 FIRE STATION 6, 8, AND 11, AND BUDGETING AND APPROPRIATING $270,000 FOR SAID PROJECT

Documents:

Ordinance_N-5.pdf

N.6. AN ORDINANCE AMENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537

Documents:

Ordinance_N-6.pdf
Amendment.pdf

N.7. AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES COMMENCING JANUARY 1, 2023, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-7.pdf
Contract.pdf

N.8. AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING FIVE (5) FULL-TIME POSITIONS TO THE AUTHORIZED STAFFING FOR THE PURPOSE OF SUPPORTING COMMUNITY DEVELOPMENT ACTIVITIES

Documents:

Ordinance_N-8.pdf

N.9. 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 CIVIL ENGINEER TRANSPORTATION

Documents:

Ordinance_N-9.pdf

N.10. 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 DEPUTY DIRECTOR PUBLIC WORKS

Documents:

Ordinance_N-10.pdf

N.11. AN ORDINANCE AMENDING SECTION 3-2-2 OF CHAPTER 2, OF TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO THE POWERS AND DUTIES OF THE FIRE CHIEF

Documents:

Ordinance_N-11.pdf

N.12. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 179.38-ACRES OF THE WILDHORSE CROSSING ANNEXATION SITE FROM COUNTY A-1 TO CITY A-1, AGRICULTURAL ONE

Documents:

Ordinance_N-12.pdf
P_Z Report.pdf

N.13. AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT, BY AND THROUGH THE DIVISION OF WORKERS' COMPENSATION, FOR THE RENTAL OF COURTROOM NO. 2 IN PUEBLO MUNICIPAL COURT

Documents:

Ordinance_N-13.pdf
Rental Agreement.pdf

N.14. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE (1) A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS SELLER, AND INHABX, LLC, A

COLORADO LIMITED LIABILITY COMPANY, AS BUYER, AND (2) A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS BUYER, AND INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS SELLER, RELATING TO RFP 22-017 FOR THE SALE OF PROPERTY LOCATED IN “THE BLUFFS” SECTION OF “THE BLOCKS”

Documents:

Ordinance_N-14.pdf
InhabiX Buy Agreement.pdf
InhabiX Sell Contract.pdf

N.15. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND BLUFFS OPPORTUNITY ZONE BUSINESS, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR THE SALE OF PROPERTY LOCATED IN THE DELAVAN PLACE SUBDIVISION OF THE COUNTY OF PUEBLO, STATE OF COLORADO

Documents:

Ordinance_N-15.pdf
Contract.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, June 27, 2022, And Order The Ordinances To Be Published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q.1. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF $300 TO SUPPORT THE 2022 LEADERSHIP PUEBLO CLASS PROJECT

Documents:

Resolution_14917.pdf
Council Contingencies.pdf
Request.pdf

Q.2. A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO JOIN A LAWSUIT TO BE FILED BY THE CITY AND COUNTY OF DENVER CHALLENGING THE VALIDITY OF COLORADO HOUSE BILL 22-1024 UNDER THE STATE CONSTITUTION

Documents:

Resolution_14918.pdf

Q.3. A RESOLUTION AUTHORIZING THE PRESIDENT OF CITY COUNCIL TO NEGOTIATE A PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND A REPUTABLE ACCOUNTING FIRM, TO PERFORM A FORENSIC AUDIT, SUBJECT TO SUBSEQUENT APPROVAL OF SAID AGREEMENT BY ORDINANCE

Continued to July 11, 2022 meeting

Documents:

Resolution_Q-3.pdf

R. ORDINANCES – FINAL PRESENTATION

R.1. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE PUEBLO CITY-COUNTY LIBRARY DISTRICT, A COLORADO LIBRARY DISTRICT AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2022 KIDS READ SUMMER CHALLENGE PROJECT TO PROVIDE FINANCIAL ASSISTANCE TO LOCAL HOUSEHOLDS AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $328,500 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR PURPOSES THEREOF

Continued from May 23, 2022 meeeting

Documents:

Ordinance_10185.pdf
2022 Kids Read - Amendment.pdf

R.2. AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $258,217 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL SEWER CROSSING DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10186.pdf
Professional Services Agreement.pdf

R.3. AN ORDINANCE APPROVING AND ACCEPTING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND PHILOSOPHY COMMUNICATIONS, INC. TO PERFORM BRANDING CONSULTATIONS FOR THE PUEBLO FOOD PROJECT ENTREPRENEUR DEVELOPMENT PROGRAM FOR $3,000

Documents:

Ordinance_10187.pdf
Professional Services Agreement.pdf

R.4. AN ORDINANCE TRANSFERRING $609,245 FROM THE 2022 UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT CI2205 FIRE STATIONS 6, 8, AND 11, AND BUDGETING AND APPROPRIATING $609,245 FOR SAID PROJECT

Documents:

Ordinance_10188.pdf

R.5. AN ORDINANCE ACCEPTING AN AMENDMENT TO THE AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) GRANT AGREEMENT NO. 3-08-0046-042-2021 AND BUDGETING AND APPROPRIATING EIGHTEEN DOLLARS TO PROJECT NO. AP2102

Documents:

Ordinance_10189.pdf
Grant Amendment.pdf

R.6. AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 522 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SOUTHERN COLORADO FLIGHT PROFESSIONALS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10190.pdf
Lease.pdf

R.7. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOTS 1-8, BLOCK 1; LOTS 1-4, BLOCK 2 AND LOTS 1-2, BLOCK 3 RIVER'S RUN SUBDIVISION FROM B-P, BUSINESS PARK AND B-2, SUBREGIONAL BUSINESS DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE DISTRICT

Documents:

Ordinance_10191.pdf
P_Z Report.pdf

R.8. AN ORDINANCE VACATING A PORTION OF FIR STREET AND MULTIPLE DRAINAGE AND PUBLIC UTILITY EASEMENTS LOCATED WITHIN BLOCKS 1 AND 2, RIVER'S RUN SUBDIVISION

Documents:

Ordinance_10192.pdf
P_Z Report.pdf

R.9. AN ORDINANCE APPROVING THE RIVER'S RUN SUBDIVISION 1ST AMENDMENT

Documents:

Ordinance_10193.pdf
P_Z Report.pdf

R.10. AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING TO DEVELOP A PUEBLO MONTHLY ECONOMIC DASHBOARD

Documents:

Ordinance_10194.pdf
Consultant Agreement.pdf

R.11. AN ORDINANCE AMENDING SECTION 1 (A) OF CHAPTER 6 OF TITLE 6 OF THE PUEBLO MUNICIPAL CODE TO RECOGNIZE JUNETEENTH AS A CITY HOLIDAY

Documents:

Ordinance_10195.pdf

R.12. AN ORDINANCE AMEDING SECTION 16-12-10 OF CHAPTER 12 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND AUTHORIZING THE

STORMWATER DIRECTOR TO ACCEPT DRAINAGE AND STORMWATER EASEMENTS AND TO EXECUTE MAINTENANCE AGREEMENTS REQUIRED PURSUANT TO SAID SECTION

Documents:

Ordinance_10196.pdf

R.13. AN ORDINANCE AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL REGARDING CONFLICTS OF INTEREST

Did Not Pass

Documents:

Ordinance_R-13.pdf

ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
MONDAY, MAY 23, 2022 – 7:00 P.M.

MINUTES

A. CALL TO ORDER President Heather Graham

B INVOCATION Pastor Tony Amaya, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

COUNCIL MEMBERS PRESENT: Dennis Flores, Heather Graham, Regina Maestri, Vicente Martinez Ortega, and Lori Winner.

COUNCIL MEMBERS PRESENT VIA ZOOM: Sarah Martinez.

COUNCIL MEMBERS ABSENT: Larry Atencio.

ADMINISTRATIVE STAFF MEMBERS PRESENT: Chief of Staff Laura Solano, City Attorney Daniel Kogovsek, and Deputy City Clerk Vincent Petkosek.

E. SPECIAL RECOGNITIONS

F. PUBLIC FORUM

- Nick Donaldson – Trash
- Frank Cirullo – Monument and Pledge
- Derek Voll – Housing Crises
- Laura Hall – Police Misconduct

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Chief of Staff Solano shared some city updates from Mayor Gradisar.

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

H. / I REVIEW AND APPROVAL OF THE AGENDA

The agenda was reviewed page by page. Chief of Staff Solano requested that item N-5, N-10, N-11 be removed from the agenda. Chief of Staff Solano requested that item R-1 be continued to the June 13th, 2022, meeting.

Councilor Winner, seconded by Councilor Maestri moved to continue N-15 to another work session.

Roll Call - Ayes: Graham, Maestri, and Winner. Nays: Flores, Martinez, and Martinez Ortega. Motion failed 3-3 vote.

MINUTES

Councilor Martinez, seconded by Councilor Flores moved to amend the agenda to remove N-5, N-10, N-11, and continue R-1 to the June 13th, 2022, meeting.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 with Councilor Atencio absent.

J. READING AND APPROVAL OF MINUTES

Councilor Flores, seconded by Councilor Martinez Ortega, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **Monday, May 9th, 2022,** as distributed.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 with Councilor Atencio absent.

K. CONSENT AGENDA

Deputy City Clerk Vincent Petkosek read the Consent Agenda into the record.

L. COMMUNICATIONS

L-1 NONE SUBMITTED

M. RESOLUTIONS

M-1 RESOLUTION NO. 14890 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $413,343 TO K.R. SWERDFEGER CONSTRUCTION, INC., AND SETTING FORTH $82,669 FOR CONTINGENCIES, FOR PROJECT NO. 22-019 (WWAN05) 2022 MANHOLE REHABILITATION PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-2 RESOLUTION NO. 14891 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $432,022.80 TO K.R. SWERDFEGER, INC. AND SETTING FORTH $86,405 FOR CONTINGENCIES, FOR PROJECT NO. 22-001 (WW1705) FY2022 BESSEMER DITCH LINING PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-3 RESOLUTION NO. 14892 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $140,229.60 TO DOUG VAUGHN, LLC., AND SETTING FORTH $59,750 FOR CONTINGENCIES, FOR PROJECT NO. 22-025 ABRIENDO AVENUE ADA CURB RAMPS PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-4 RESOLUTION NO. 14893 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $24,064 TO DOUG VAUGHN, LLC., AND SETTING FORTH $5,691 FOR CONTINGENCIES, FOR PROJECT NO. 22-032 ELMWOOD GOLF COURSE CART PATH PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

MINUTES

M-5 RESOLUTION NO. 14894 APPROVING AND ACCEPTING A COLORADO DEPARTMENT OF LAW PEACE OFFICER STANDARDS AND TRAINING (POST) GRANT, JULY 1, 2021, THROUGH JUNE 30, 2022, ESTABLISHING PROJECT NUMBER PS2205, TRANSFERRING FUNDS NOT TO EXCEED THE AMOUNT OF $4000 FROM PROJECTS-TO-BE-DETERMINED IN THE PUBLIC SAFETY GRANTS FUND

M-6 RESOLUTION NO. 14895 TRANSFERRING $36,000 IN THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT BUDGET FROM THE "PROJECTS TO BE DETERMINED" OPERATING BUDGET LINE ACCOUNT INTO THE "REPAIR & MAINTENANCE" OPERATING BUDGET LINE ACCOUNT

M-7 RESOLUTION NO. 14896 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO JIM PRESENTS, LLC FOR THE USE OF CENTRAL MAIN STREET FROM CITY CENTER DRIVE TO ALAN HAMEL AVENUE, ON MAY 28, 2022, FOR OVERFLOW SHOW CARS AT A CAR SHOW AT THE PUEBLO CONVENTION CENTER

M-8 RESOLUTION NO. 14897 CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALVIN RIVERA TO THE BOARD OF ELECTIONS

M-9 RESOLUTION NO. 14898 CONFIRMING THE APPOINTMENT BY THE MAYOR OF MODESTO CARTAGENA TO THE LIQUOR AND BEER LICENSING BOARD

M-10 RESOLUTION NO. 14899 AMENDING SECTION 2 OF RESOLUTION 14823, PREVIOUSLY PASSED BY CITY COUNCIL ON MARCH 14, 2022

N. ORDINANCES – FIRST PRESENTATION

N-1 AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $258,217 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL SEWER CROSSING DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, June 13, 2022, Notice of Hearing was Ordered Published by Title.

N-2 AN ORDINANCE APPROVING AND ACCEPTING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND PHILOSOPHY COMMUNICATIONS, INC. TO PERFORM BRANDING CONSULTATIONS FOR THE PUEBLO FOOD PROJECT ENTREPRENEUR DEVELOPMENT PROGRAM FOR $3,000 – *submitted for First Presentation*

Public Hearing was Set for Monday, June 13, 2022, Notice of Hearing was Ordered Published by Title.

MINUTES

N-3 AN ORDINANCE TRANSFERRING $609,245 FROM THE 2022 UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT CI2205 FIRE STATIONS 6, 8, AND 11, AND BUDGETING AND APPROPRIATING $609,245 FOR SAID PROJECT – *submitted for First Presentation*

Public Hearing was Set for Monday, June 13, 2022, Notice of Hearing was Ordered Published by Title.

N-4 AN ORDINANCE VACATING A PORTION OF THE ALLEY BETWEEN MAHREN AVENUE AND EGAN AVENUE – *submitted for First Presentation*

Public Hearing was Set for Monday, June 13, 2022, Notice of Hearing was Ordered Published by Title.

N-5 REMOVED FROM AGENDA

N-6 AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 522 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SOUTHERN COLORADO FLIGHT PROFESSIONALS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation*

Public Hearing was Set for Monday, June 13, 2022, Notice of Hearing was Ordered Published by Title.

N-7 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOTS 1-8, BLOCK 1; LOTS 1-4, BLOCK 2 AND LOTS 1-2, BLOCK 3 RIVER'S RUN SUBDIVISION FROM B-P, BUSINESS PARK AND B-2, SUBREGIONAL BUSINESS DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE DISTRICT – *submitted for First Presentation*

Public Hearing was Set for Monday, June 13, 2022, Notice of Hearing was Ordered Published by Title.

N-8 AN ORDINANCE VACATING A PORTION OF FIR STREET AND MULTIPLE DRAINAGE AND PUBLIC UTILITY EASEMENTS LOCATED WITHIN BLOCKS 1 AND 2, RIVER'S RUN SUBDIVISION – *submitted for First Presentation*

Public Hearing was Set for Monday, June 13, 2022, Notice of Hearing was Ordered Published by Title.

N-9 AN ORDINANCE APPROVING THE RIVER'S RUN SUBDIVISION 1ST AMENDMENT - *submitted for First Presentation*

Public Hearing was Set for Monday, June 13, 2022, Notice of Hearing was Ordered Published by Title.

N-10 REMOVED FROM AGENDA

N-11 REMOVED FROM AGENDA

N-12 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING TO DEVELOP A PUEBLO MONTHLY ECONOMIC DASHBOARD - *submitted for First Presentation*

Public Hearing was Set for Monday, June 13, 2022, Notice of Hearing was Ordered Published by Title.

N-13 AN ORDINANCE AMENDING SECTION 1 (A) OF CHAPTER 6 OF TITLE 6 OF THE PUEBLO MUNICIPAL CODE TO RECOGNIZE JUNETEENTH AS A CITY HOLIDAY - *submitted for First Presentation.*

Public Hearing was Set for Monday, June 13, 2022, Notice of Hearing was Ordered Published by Title.

N-14 AN ORDINANCE AMENDING SECTION 16-12-10 OF CHAPTER 12 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND AUTHORIZING THE STORMWATER DIRECTOR TO ACCEPT DRAINAGE AND STORMWATER EASEMENTS AND TO EXECUTE MAINTENANCE AGREEMENTS REQUIRED PURSUANT TO SAID SECTION - *submitted for First Presentation.*

Public Hearing was Set for Monday, June 13, 2022, Notice of Hearing was Ordered Published by Title.

N-15 AN ORDINANCE AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL REGARDING CONFLICTS OF INTEREST - *submitted for First Presentation.*

Public Hearing was Set for Monday, June 13, 2022, Notice of Hearing was Ordered Published by Title.

O. APPROVAL OF CONSENT AGENDA

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for **Monday, June 13th,** and Order the Ordinances to be published **BY TITLE.**

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 with Councilor Atencio absent.

P. REGULAR AGENDA

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 with Councilor Atencio absent.

MINUTES

Q. RESOLUTIONS

Q-1 RESOLUTION NO. 14900 AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $300,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT TO PROVIDE GOVERNMENT SERVICES THROUGH TRASH REMOVAL AND CLEAN-UP PROJECTS AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 (D)

A staff report and detailed review of the Resolution was given by Councilor Martinez.

Councilor Flores, seconded by Councilor Martinez Ortega, moved to approve the Resolution.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 with Councilor Atencio absent.

Q-2 RESOLUTION NO. 14901 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE HARP FOUNDATION IN THE AMOUNT OF $9,000 TO SUPPORT THE ROLLIN' ON THE RIVERWALK 4TH OF JULY EVENT

A staff report and detailed review of the Resolution was given by Councilor Heather Graham.

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Resolution on Final Presentation.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 with Councilor Atencio absent.

R. ORDINANCES – FINAL PRESENTATION

R-1 MOVED TO JUNE 13TH AGENDA

R-2 ORDINANCE NO. 10178 APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $65,031 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SUSTAINABILITY STUDY FOR THE WASTEWATER DEPARTMENT AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on Final Presentation.

MINUTES

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 with Councilor Atencio absent.

R-3 ORDINANCE NO. 10179 ESTABLISHING PROJECT CI2208 FOR UNION AVENUE BRIDGE REPAIR PROJECT, APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: BRO M086-096 (24927) IN THE AMOUNT OF $100,500 TRANSFERRING THE FUNDS IN THE AMOUNT OF $100,500 FROM BRIDGE REPAIRS PROJECT, HUAN05 TO THE UNION AVENUE BRIDGE REPAIR PROJECT, CI2208, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $201,000 – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Maestri, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 with Councilor Atencio absent.

R-4 ORDINANCE NO. 10180 VACATING A PORTION OF THE ALLEY BETWEEN MAHREN AVENUE AND EGAN AVENUE. – *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 the Planning & Zoning file Case #V-21-02 dated April 13th,2022, 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.

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

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 with Councilor Atencio absent.

R-5 ORDINANCE NO. 10181 AMENDING ZONING RESTRICTIONS OF LOT 1 OF THE PUEBLO SPRINGS APARTMENTS SUBDIVISION FROM A-1, AGRICULTURAL ONE ZONE DISTRICT TO R-5, MULTIPLE-RESIDENTIAL AND OFFICE ZONE DISTRICT – *submitted for Final Presentation*

MINUTES

A staff report and detailed review of the Ordinance was given by Scott Hobson, Acting Director of Planning & Community Development. Mr. Hobson requested that the Planning & Zoning file Case #Z-21-18 dated December 8th ,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.

Councilor Flores, seconded by Councilor Martinez Ortega, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 with Councilor Atencio absent.

R-6 ORDINANCE NO. 10182 APPROVING THE PUEBLO SPRINGS APARTMENTS SUBDIVISION – *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 the Planning & Zoning file Case #S-21-09 dated December 8th ,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.

Councilor Martinez Ortega, seconded by Councilor Maestri, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 Councilor Atencio absent, not unanimous.

R-7 ORDINANCE NO. 10183 EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023, THROUGH DECEMBER 31, 2023 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Deputy City Attorney Bob Jagger.

PUBLIC HEARING:

Seeing no one wished to speak, President Graham declared the Hearing closed.
Mr. Martinez Ortega seconded by Mr. Flores, moved to approve the Ordinance on Final Presentation.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 with Councilor Atencio absent.

MINUTES

R-8 ORDINANCE NO. 10184 EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL NO. 3 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2023, THROUGH DECEMBER 31, 2023 – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by City Attorney Bob Jagger.

PUBLIC HEARING:

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

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

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, Martinez Ortega, and Winner. Motion carried 6-0 with Councilor Atencio absent.

COUNCIL MEMBER CONFLICT OF INTEREST

T. COMMUNICATIONS

T-1 A CITIZEN FILED ETHICS COMPLAINT AGAINST LORI WINNER. (Councilor Winner was excused and left the chambers.)

A staff report and detailed review of the ethics complaint against Councilor Lori Winner was given by Dan Kogovsek.

Mr. Martinez Ortega, seconded by Mr. Flores, moved to accept this communication.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, and Martinez Ortega. Motion carried 5 - 0 with Councilor Atencio absent and Councilor Winner excused.

Ms. Graham seconded by Ms. Maestri, moved to dismiss.

Roll Call - Ayes: Flores, Graham, Maestri, Martinez, and Martinez Ortega. Motion carried 5 - 0 Councilor Atencio absent and Councilor Winner excused.

ADJOURN: At 8:27pm, President Graham Adjourned the Meeting.

Respectfully submitted,

Vincent Petkosek
Deputy City Clerk

City Clerk's Office Item # M-1

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 13, 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 $14,173.40 TO MERRIMAN LAND WORKS DBA FLAT AND FANCY, AND SETTING FORTH $8,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-036 BONAVENTURE ASPHALT AND CONCRETE REPAIRS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Merriman Land Works dba Flat and Fancy, for Project No. 22-036 Bonaventure Asphalt and Concrete Repairs.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the replacement of a concrete driveway, curb and gutter replacement, sidewalk replacement, and associated asphalt patching at Bonaventure Court.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $22,173.40 will be paid from account CI2204 Street Rehabilitation Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. 14902

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $14,173.40 TO MERRIMAN LAND WORKS DBA FLAT AND FANCY, AND SETTING FORTH $8,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-036 BONAVENTURE ASPHALT AND CONCRETE REPAIRS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-036 Bonaventure Asphalt and Concrete Repairs have been received and examined; and

WHEREAS, the proposal of Merriman Land Works dba Flat and Fancy, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-036 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-036 Bonaventure Asphalt and Concrete Repairs to be performed, and the contract for said project is hereby awarded to Merriman Land Works dba Flat and Fancy, in the amount of $14,173.40.

SECTION 2.

Funds for Project 22-036 shall be from Project No. CI2204 Street Rehabilitation Project.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work……$8,000.00

SECTION 5.

The officers and staff of the City of Pueblo 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 June 13, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-036 Bonaventure Court Asphalt and Concrete Repairs					Merriman Land Works dba Flat and Fancy	Doug Vaughn, LLC
Opening Date: June 1, 2022 Time: 10:00:00 AM						
Item	**Description**	**Estimated Quantity**				
1	Remove Curb and Gutter	53	L.F.	*Unit Price*	*11.05*	*6.00*
				Amount	585.65	318.00
2	Remove Concrete	229	S.F.	*Unit Price*	*3.00*	*6.00*
				Amount	687.00	1,374.00
3	Remove Asphalt Roadway	425	S.F.	*Unit Price*	*3.00*	*7.00*
				Amount	1,275.00	2,975.00
4	Construct Curb and Gutter	53	L.F.	*Unit Price*	*45.00*	*35.00*
				Amount	2,385.00	1,855.00
5	Construct 4" Concrete	33	S.F.	*Unit Price*	*11.75*	*8.00*
				Amount	387.75	264.00
6	Construct 7" Reinforced Concrete	196	S.F.	*Unit Price*	*18.00*	*15.00*
				Amount	3,528.00	2,940.00
7	Construct Asphalt Roadway Patch	425	S.F.	*Unit Price*	*8.00*	*13.00*
				Amount	3,400.00	5,525.00
8	Install Class 6 Road Base	5	TON	*Unit Price*	*65.00*	*40.00*
				Amount	325.00	200.00
9	Stormwater BMP's	1	L.S.	*Unit Price*	*100.00*	*300.00*
				Amount	100.00	300.00
10	Traffic Control	1	L.S.	*Unit Price*	*500.00*	*900.00*
				Amount	500.00	900.00
11	Mobilization	1	L.S.	*Unit Price*	*1,000.00*	*3,500.00*
				Amount	1,000.00	3,500.00
				Grand Total Bid	**$14,173.40**	**$20,151.00**

All prices as submitted - Evaluation Committee will determine if bidder has met bid requirements.

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 13, 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 $113,068.75 TO MARTIN MARIETTA MATERIALS INC., AND SETTING FORTH $15,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-035 COVINA COURT ASPHALT AND CONCRETE REPAIRS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Martin Marietta Materials Inc., for Project No. 22-035 Covina Court Asphalt and Concrete Repairs.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the construction of three ADA compliant curb ramps, 1-inch asphalt milling, and 2-inches of asphalt overlay on Covina Court and Posada Drive.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $128,068.75 will be paid from account CI2204 Street Rehabilitation Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. 14903

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $113,068.75 TO MARTIN MARIETTA MATERIALS INC., AND SETTING FORTH $15,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-035 COVINA COURT ASPHALT AND CONCRETE REPAIRS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-035 Covina Court Asphalt and Concrete Repairs have been received and examined; and

WHEREAS, the proposal of Martin Marietta Materials Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-035 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-035 Covina Court Asphalt and Concrete Repairs to be performed, and the contract for said project is hereby awarded to Martin Marietta Materials Inc., in the amount of $113,068.75.

SECTION 2.

Funds for Project 22-035 shall be from Project No. CI2204 Street Rehabilitation Project.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work……$15,000.00

SECTION 5.

The officers and staff of the City of Pueblo 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 June 13, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-035 Covina Court Asphalt and Concrete Repairs					Martin Marietta Materials, Inc.	JARCCO Construction, LLC
Opening Date: May 31, 2022 Time: 10:00:00 AM						
Item	Description	Estimated Quantity				
1	Remove Curb and Gutter	57	L.F.	*Unit Price*	*19.45*	*17.00*
				Amount	1,108.65	969.00
2	Remove Concrete	250	S.F.	*Unit Price*	*6.65*	*4.50*
				Amount	1,662.50	1,125.00
3	Remove Reinforced Concrete	381	S.F.	*Unit Price*	*5.85*	*5.50*
				Amount	2,228.85	2,095.50
4	Remove Asphalt Roadway	238	S.F.	*Unit Price*	*12.40*	*5.00*
				Amount	2,951.20	1,190.00
5	Construct Curb Head	36	L.F.	*Unit Price*	*28.00*	*47.00*
				Amount	1,008.00	1,692.00
6	Construct Curb and Gutter	57	L.F.	*Unit Price*	*42.65*	*45.00*
				Amount	2,431.05	2,565.00
7	Construct 4" Concrete	29	S.F.	*Unit Price*	*8.35*	*13.00*
				Amount	242.15	377.00
8	Construct 6" Concrete	219	S.F.	*Unit Price*	*11.40*	*17.00*
				Amount	2,496.60	3,723.00
9	Install 24”x30” Tactile Band	4	EA.	*Unit Price*	*425.00*	*300.00*
				Amount	1,700.00	1,200.00
10	Construct 7" Reinforced Concrete	381	S.F.	*Unit Price*	*16.35*	*18.00*
				Amount	6,229.35	6,858.00
11	Install Class 6 Road Base	5	TON	*Unit Price*	*145.00*	*135.00*
				Amount	725.00	675.00
12	Asphalt Cold-Milling +/- 1-inch	2344	S.Y.	*Unit Price*	*8.60*	*4.50*
				Amount	20,158.40	10,548.00
13	Construct 2-inch HMA PG (SX) 64-22 Asphalt	273	TON	*Unit Price*	*140.00*	*205.00*
				Amount	38,220.00	55,965.00
14	Adjust Sanitary Manholes to Finished Grade	2	EA.	*Unit Price*	*1,080.00*	*1,000.00*
				Amount	2,160.00	2,000.00
15	Adjust Water Valves to Finished Grade	3	EA.	*Unit Price*	*432.00*	*750.00*
				Amount	1,296.00	2,250.00
16	Adjust Monument Boxes to Finished Grade	3	EA.	*Unit Price*	*432.00*	*1,000.00*
				Amount	1,296.00	3,000.00
17	Stormwater BMP's	1	L.S.	*Unit Price*	*2,675.00*	*5,000.00*
				Amount	2,675.00	5,000.00
18	Traffic Control	1	L.S.	*Unit Price*	*10,680.00*	*10,000.00*
				Amount	10,680.00	10,000.00
19	Mobilization	1	L.S.	*Unit Price*	*13,800.00*	*11,000.00*
				Amount	13,800.00	11,000.00
				Grand Total Bid	**$113,068.75**	**$122,232.50**

All prices as submitted - Evaluation Committee will determine if bidder has met bid requirements.

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 13, 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 $163,526 TO CEDAR RIDGE LANDSCAPE, INC., AND SETTING FORTH $30,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-044 ADA CURB RAMPS PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Cedar Ridge Landscape, Inc., for Project No. 22-044 ADA Curb Ramps Phase 2.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the construction of ADA compliant curb ramps, sidewalk and curb and gutter. Construction will include replacement of concrete sidewalk, curb and gutter, asphalt patching, striping, and other items related to the construction.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $193,526 will be paid from account CD2009 ADA Ramps - Citywide.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If the contract is not awarded, the project cannot proceed.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Bid Summary Sheet

RESOLUTION NO. 14904

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $163,526 TO CEDAR RIDGE LANDSCAPE, INC., AND SETTING FORTH $30,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-044 ADA CURB RAMPS PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-044 ADA Curb Ramps Phase 2 have been received and examined; and

WHEREAS, the proposal of Cedar Ridge Landscaping, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-044 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-044 ADA Curb Ramps Phase 2 to be performed, and the contract for said project is hereby awarded to Cedar Ridge Landscaping, Inc., in the amount of $163,526.00.

SECTION 2.

Funds for Project 22-044 shall be from Project No. CD2009 ADA Ramps - Citywide.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work……$30,000.00

SECTION 5.

The officers and staff of the City of Pueblo 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 June 13, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-044 ADA Curb Ramps Phase 2 (CDBG) Opening Date: June 1, 2022 Time: 10:30:00 AM					Cedar Ridge Landscape, Inc.	Doug Vaughn, LLC
Item	**Description**	**Estimated Quantity**				
1	Remove Asphalt	930	SF	*Unit Price*	*2.75*	*4.00*
				Amount	2,557.50	3,720.00
2	Remove Curb and Gutter	255	LF	*Unit Price*	*9.00*	*6.00*
				Amount	2,295.00	1,530.00
3	Remove Concrete	2125	SF	*Unit Price*	*2.50*	*4.00*
				Amount	5,312.50	8,500.00
4	Remove 7" Reinf. Concrete	673	SF	*Unit Price*	*3.50*	*5.00*
				Amount	2,355.50	3,365.00
5	Construct Curb Head	548	LF	*Unit Price*	*18.00*	*21.00*
				Amount	9,864.00	11,508.00
6	Construct Curb and Gutter	255	LF	*Unit Price*	*35.00*	*29.00*
				Amount	8,925.00	7,395.00
7	Construct 4" Concrete	2006	SF	*Unit Price*	*7.50*	*6.00*
				Amount	15,045.00	12,036.00
8	Construct 6" Concrete	498	SF	*Unit Price*	*10.50*	*7.00*
				Amount	5,229.00	3,486.00
9	Construct 7" Reinf. Concrete	661	SF	*Unit Price*	*14.00*	*12.00*
				Amount	9,254.00	7,932.00
10	Construct 6" Asphalt Patch	935	SF	*Unit Price*	*7.00*	*9.00*
				Amount	6,545.00	8,415.00
11	Relocate Chain Link Fence	15	LF	*Unit Price*	*20.00*	*50.00*
				Amount	300.00	750.00
12	Install 24"x30" Tactile Band	32	EA	*Unit Price*	*300.00*	*170.00*
				Amount	9,600.00	5,440.00
13	Install 24"x24" Tactile Band	12	EA	*Unit Price*	*240.00*	*170.00*
				Amount	2,880.00	2,040.00
14	Install Preformed Thermoplastic Pavement Markings	124	SF	*Unit Price*	*25.00*	*75.00*
				Amount	3,100.00	9,300.00
15	Install Pedestrian Pole (4')	2	EA	*Unit Price*	*2,950.00*	*3,000.00*
				Amount	5,900.00	6,000.00
16	Install 2" Electrical Conduit & Wiring	16	LF	*Unit Price*	*40.00*	*35.00*
				Amount	640.00	560.00
17	Subgrade Stabilization	10	Ton	*Unit Price*	*55.00*	*40.00*
				Amount	550.00	400.00
18	Mobilization	1	LS	*Unit Price*	*5,000.00*	*20,000.00*
				Amount	5,000.00	20,000.00
19	Construction Traffic Control	1	LS	*Unit Price*	*4,500.00*	*9,000.00*
				Amount	4,500.00	9,000.00
20	Erosion and Sediment Control	1	LS	*Unit Price*	*700.00*	*300.00*
				Amount	700.00	300.00
				Total Base Bid	**$100,552.50**	**$121,677.00**
Bid Alternate No. 1						
21	Remove Asphalt	1126	SF	*Unit Price*	*2.75*	*4.00*
				Amount	3,096.50	4,504.00
22	Remove Curb and Gutter	326	LF	*Unit Price*	*9.00*	*6.00*
				Amount	2,934.00	1,956.00
23	Remove Concrete	1132	SF	*Unit Price*	*2.50*	*4.00*
				Amount	2,830.00	4,528.00
24	Remove 7" Reinf. Concrete	116	SF	*Unit Price*	*3.50*	*5.00*
				Amount	406.00	580.00
25	Construct Curb Head	110	LF	*Unit Price*	*18.00*	*21.00*
				Amount	1,980.00	2,310.00
26	Construct Curb and Gutter	326	LF	*Unit Price*	*35.00*	*29.00*
				Amount	11,410.00	9,454.00
27	Construct 4" Concrete	911	SF	*Unit Price*	*7.50*	*6.00*
				Amount	6,832.50	5,466.00
28	Construct 6" Concrete	849	SF	*Unit Price*	*10.50*	*7.00*
				Amount	8,914.50	5,943.00
29	Construct 7" Reinf. Concrete	447	SF	*Unit Price*	*14.00*	*12.00*
				Amount	6,258.00	5,364.00
30	Construct 6" Asphalt Patch	796	SF	*Unit Price*	*7.00*	*9.00*
				Amount	5,572.00	7,164.00
31	Relocate Chain Link Fence	5	LF	*Unit Price*	*20.00*	*50.00*
				Amount	100.00	250.00
32	Install 24"x30" Tactile Band	16	EA	*Unit Price*	*300.00*	*170.00*
				Amount	4,800.00	2,720.00
33	Install 24"x24" Tactile Band	12	EA	*Unit Price*	*240.00*	*170.00*
				Amount	2,880.00	2,040.00
34	Subgrade Stabilization	12	Ton	*Unit Price*	*55.00*	*40.00*
				Amount	660.00	480.00
35	Mobilization	1	LS	*Unit Price*	*3,000.00*	*15,000.00*
				Amount	3,000.00	15,000.00
36	Construction Traffic Control	1	LS	*Unit Price*	*900.00*	*9,000.00*
				Amount	900.00	9,000.00
37	Erosion and Sediment Control	1	LS	*Unit Price*	*400.00*	*300.00*
				Amount	400.00	300.00
				Total Bid Alternate No. 1	**$62,973.50**	**$77,059.00**

All prices as submitted - Evaluation Committee will determine if bidder has met bid requirements.

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 13, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PARKVIEW MEDICAL CENTER, INC FOR THE USE OF THE RIGHT OF WAY ON NORTH GRAND AVENUE FOR REPLACEMENT OF THEIR MAIN ENTRANCE WAYFINDING SIGN

SUMMARY:

Attached is an application for a revocable permit submitted by Parkview Medical Center, INC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Parkview Medical Center, INC is requesting the use of the North Grand Avenue right of way to replace the main entrance wayfinding sign located at 400 W. 16th Street.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will require the sign to be installed in a different location.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Revocable Permit, Letter of Intent, Certificate of Liability, Map

RESOLUTION NO. 14905

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PARKVIEW MEDICAL CENTER, INC FOR THE USE OF THE RIGHT OF WAY ON NORTH GRAND AVENUE FOR REPLACEMENT OF THEIR MAIN ENTRANCE WAYFINDING SIGN

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to Parkview Medical Center, INC for the replacement of the main entrance wayfinding sign within the North Grand Avenue right of way at 400 W. 16th Street.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

The officers 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.

The City Clerk is directed to cause said Revocable Permit to be forthwith recorded in the office of the Pueblo County Clerk and Recorder.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED June 13, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Leslie Barnes, CEO / Parkview Health System, Inc. / Parkview Medical Center, Inc. / 400 W. 16th St. Pueblo, CO 81003 / 719-584-4573
2. Permitted Area: North West corner of 16th St and Grand
3. Purpose of Revocable Permit: Replacement of existing Monument sign with new Branding Conformance sign of same dimension within the Public Right of Way
4. Authorized Improvements: Replacement of outdated sign
5. Commencement Date: 15 July 2022 Time: 00:01 am
6. Ending Date: indefinite Time: indefinite

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

(i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than $1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.

(k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee.

Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; or (v) revocation or termination of this Permit by resolution of the City Council of City. The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

Signed in Pueblo, Colorado this 16th day of May, 20 22.

PERMITTEE:

Organization: Parkview Health System, Inc

By: Leslie Barnes Leslie Barnes

Title: Chief Executive Officer

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me the 16th day of May, 2022 by Bridgett Podhirny as Notary.

My commission expires: 9/18/2023.

[SEAL]

BRIDGETT K PODHIRNY
NOTARY PUBLIC - STATE OF COLORADO
NOTARY ID 20154037262
MY COMMISSION EXPIRES SEP 18, 2023

Bridgett K Podhirny
Notary Public

APPROVED this _____ day of _____, 20___.
PUEBLO, a Municipal Corporation

By _____
Nicholas A. Gradisar, Mayor

February 18, 2022

Pueblo County Planning and Development Department
229 West 12th St.
Pueblo, CO 81003

Re: Monument sign at Parkview's front entrance – 400 West 16th St. & Grand Ave.

To whom it may concern:

With the redesign of the new signs for Parkview, we want to take this opportunity to create clean, concise signs that are easy to see and read. We often have customers looking for our main entrance. The monument sign we're requesting would help to make it clear as to where our main entrance is, along with directing patients to our emergency department. The medical center takes up almost the entire block so it seems like a larger sign would be more fitting for the size of our facility.

Thank you for your consideration.

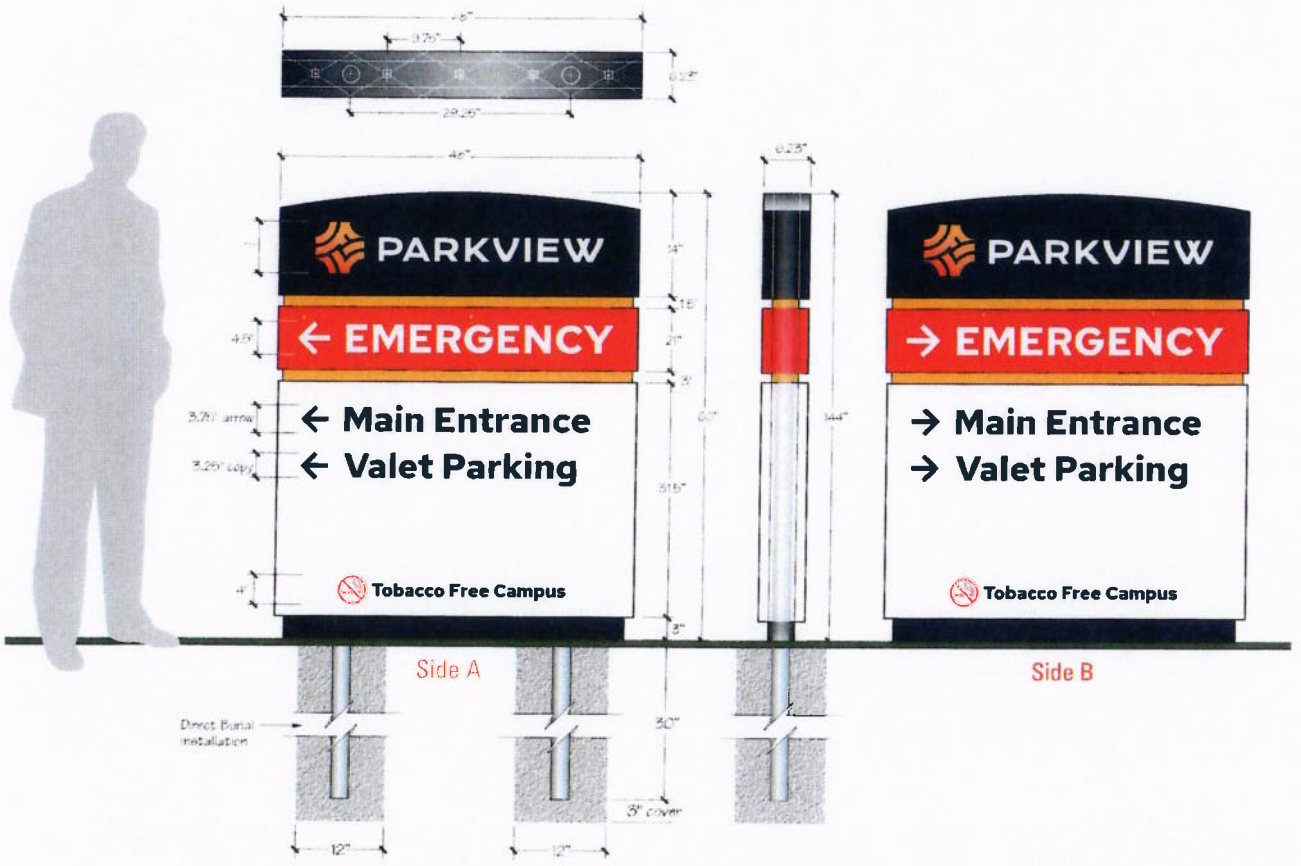
Sincerely,

Leslie Barnes
President/CEO

LS:tm

PARKVIEW HEALTH SYSTEM

INNERFACE
ARCHITECTURAL SIGNAGE, INC.
5849 Peachtree Road · Atlanta, GA 30341 · 770-921-5566 · Fax 770-564-8362





MAIN ID SIGN - D/F MONOLITH - LED's Illuminated

- 60" high x 46" wide x 6.23" deep double sided monolith w/custom arched top
- (1) 3" base reveal and (2) 1.5" horizontal reveals - Painted PMS 2011 Yellow
- Dual internal 2" (2.375" Dia.) steel poles, extended 30" for direct burial installation
- Copy routed and backed White translucent acrylic
- "EMERGENCY" panel to be full Polycarbonate piece so that entire panel illuminates
  - Emergency back ground to be Red translucent vinyl with reversed cut out copy
  - Returns to be painted Red to match face
- Cabinet to be painted three(3) colors: MAP Natural White, PMS 289C Blue & Red
- Logo to be digitally printed translucent vinyl applied
- Directional copy to receive digitally printed perforate vinyl to match PMS 289C Blue
- "No Smoking" Symbol to be applied in Oracal #28 Cardinal Red HP vinyl w/Black copy
- Internally illumination by 5 (40") White LED line arrays w/ remote/internal power supplies
- Estimated service load is 1.12A @ 120v AC
- All electrical service to be 120v

Project #: R21121B
Date In: - Need by:
Substrate: White HP vinyl
Color: As Noted
Loc.: P63 Qty. 02

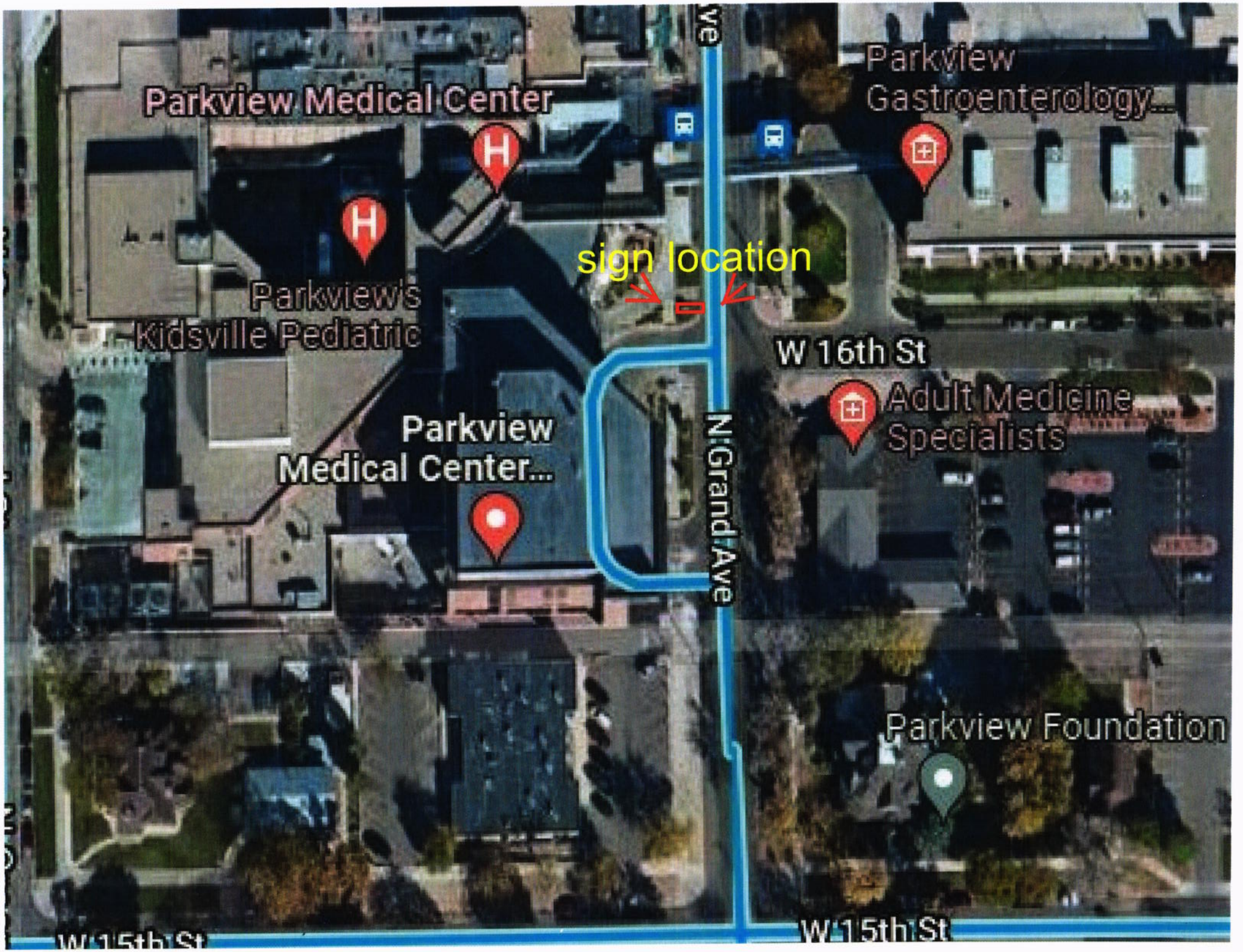
☑ Contour Cut
☑ Surface Print
☐ Flat bed
☐ Reverse Print
☐ Laminated

☑ Ext.
☐ Int.
☑ 120v
☐ 277v
LED

PROJECT:	LOCATION:	QTY:	RELEASE DATE:	APPROVAL:
R21121B Parkview Medical Center - Main Campus	P63	01	05.11.21 TR 11.24.21 TB 10.29.21 TR 05.12.22 TB	X Date:

TYPEFACE:	COLOR:	SCALE:	DRAWN BY:
Logo Typestyle Red Hat Text Bold	PMS 289C Blue MAP Natural White PMS 2011 Yellow PMS 1788 Red Calon #93 Navy Blue Standard Red HP vinyl Black HP vinyl	3/4" = 1'-0"	TB

This drawing and the ideas expressed remain the confidential property of INNERFACE. This drawing and its ideas are not to be reproduced, copied, or disclosed to any other person or entity without the expressed written consent of a representative or an agent of INNERFACE Architectural Signage Inc. All dimensions shown are approximate. Actual dimensions could vary due to the practical limitations of fabrication. Colors shown are for illustrative purposes only. Actual colors are to be determined by client specification.


Parkview Medical Center
Parkview's Kidsville Pediatric
sign location
Parkview Gastroenterology...
W 16th St
Adult Medicine Specialists
Parkview Medical Center...
N Grand Ave
Parkview Foundation
W 15th St
W 15th St

PARKHEA-02 PVIANZON

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 12/17/2021

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

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

PRODUCER License # 0757776
HUB International Insurance Services (COL)
1414 W 4th Street
Pueblo, CO 81004

CONTACT NAME: Jennifer Busch
PHONE (A/C, No, Ext): (719) 546-6850 FAX (A/C, No): (866) 908-2103
E-MAIL ADDRESS: jennifer.busch@hubinternational.com

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : COPIC Insurance Company	11860
INSURER B : American Automobile Ins Co	21849
INSURER C : Pinnacol Assurance Company	41190
INSURER D :	
INSURER E :	
INSURER F :	

INSURED
Parkview Health System, Inc.
Parkview Medical Center, Inc.
400 W. 16th St.
Pueblo, CO 81003

COVERAGES **CERTIFICATE NUMBER:** **REVISION NUMBER:**

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

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	X COMMERCIAL GENERAL LIABILITY CLAIMS-MADE X OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: POLICY PRO-JECT LOC OTHER:	X	X	HCC0012851	9/1/2021	9/1/2022	EACH OCCURRENCE DAMAGE TO RENTED PREMISES (Ea occurrence) MED EXP (Any one person) PERSONAL & ADV INJURY GENERAL AGGREGATE PRODUCTS - COMP/OP AGG	$ 1,000,000 $ $ 5,000 $ 1,000,000 $ 3,000,000 $ 3,000,000
B	AUTOMOBILE LIABILITY X ANY AUTO OWNED AUTOS ONLY / SCHEDULED AUTOS HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY	X	X	SCV010917-21-01	9/1/2021	9/1/2022	COMBINED SINGLE LIMIT (Ea accident) BODILY INJURY (Per person) BODILY INJURY (Per accident) PROPERTY DAMAGE (Per accident)	$ 1,000,000 $ $ $
A	X UMBRELLA LIAB / OCCUR EXCESS LIAB / CLAIMS-MADE DED X RETENTION $ 10,000			UCC0012852	9/1/2021	9/1/2022	EACH OCCURRENCE AGGREGATE	$ 20,000,000 $ 20,000,000
C	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) Y / N N/A If yes, describe under DESCRIPTION OF OPERATIONS below		X	4095785	9/1/2021	9/1/2022	X PER STATUTE / OTH-ER E.L. EACH ACCIDENT E.L. DISEASE - EA EMPLOYEE E.L. DISEASE - POLICY LIMIT	$ 1,000,000 $ 1,000,000 $ 1,000,000
A	Professional Liab.			HCC0012851	9/1/2021	9/1/2022	1,000,000 /	3,000,000

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

No.	Loc #	# of Signs	Sign Name	Location Address
1	P141	1	Suite 101-104	54 & 56 Club Manor Dr
2	P164	1	Admin Svc Ctr	58 Club Manor Dr
4	P45	1	South Annex	405 West 15th St
5	P53.1	1	Diabetes Care Center Wound Center	405 West 15th St
6	P63	1	Emergency	400 W 16th St

SEE ATTACHED ACORD 101

CERTIFICATE HOLDER

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

CANCELLATION

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

AUTHORIZED REPRESENTATIVE

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AGENCY CUSTOMER ID: PARKHEA-02 PVIANZON

LOC #: 1

ADDITIONAL REMARKS SCHEDULE

AGENCY	License # 0757776	NAMED INSURED
HUB International Insurance Services (COL)		Parkview Health System, Inc. Parkview Medical Center, Inc. 400 W. 16th St. Pueblo, CO 81003
POLICY NUMBER		
SEE PAGE 1		
CARRIER	NAIC CODE	EFFECTIVE DATE: SEE PAGE 1
SEE PAGE 1	SEE P 1	

ADDITIONAL REMARKS

THIS ADDITIONAL REMARKS FORM IS A SCHEDULE TO ACORD FORM,

FORM NUMBER: ACORD 25 FORM TITLE: Certificate of Liability Insurance

Description of Operations/Locations/Vehicles:
7 P130

City of Pueblo is an additional insured for General Liability. Waiver of subrogation in favor of the additional insured is applicable to General Liability.

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 13, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO ST. FRANCIS XAVIER PARISH. FOR THE USE OF THE 1700 BLOCK OF SPRUCE STREET TO HOST THEIR ANNUAL CHURCH FESTIVAL FROM JULY 23, 2022, TO JULY 25, 2022

SUMMARY:

Attached is an application for a revocable permit submitted by St. Francis Xavier Parish., to host their annual St. Francis Church Festival.

PREVIOUS COUNCIL ACTION:

Revocable Permit and Resolution approval.

BACKGROUND:

St. Francis Xavier Parish has requested the closure of the 1700 Block of Spruce Street from July 23, 2022, at 12:00 p.m. through July 25, 2022, at 10:00 a.m. to host their annual church festival.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will cancel the event.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Revocable Permit, Letter of Intent, Certificate of Liability, Traffic Control Plan

RESOLUTION NO. 14906

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO ST. FRANCIS XAVIER PARISH. FOR THE USE OF THE 1700 BLOCK OF SPRUCE STREET TO HOST THEIR ANNUAL CHURCH FESTIVAL FROM JULY 23, 2022, TO JULY 25, 2022

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to St. Francis Xavier Parish, for the use of the 1700 Block of Spruce Street from July 23, 2022, at 12:00 p.m. to July 25, 2022, at 10:00 a.m. to host their annual St. Francis Church Festival.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

The officers 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 immediately upon passage and approval.

INTRODUCED June 13, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: St. Francis Xavier Parish 1725 Spruce St. 719-564-1125
2. Permitted Area: 1700 block of Spruce St.
3. Purpose of Revocable Permit: St Francis Xavier Church Festival
4. Authorized Improvements:
5. Commencement Date: July 23, 2022 Time: 12:00 PM
6. Ending Date: July 25, 2022 Time: 10:00 AM

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

(a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.

(b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.

(c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.

(d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of $500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.

(e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.

(f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.

(g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.

(h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.

and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.

(i) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.

(j) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee.

Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (j).

(k) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove Permittee's Authorized Structure in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Authorized Structure within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(l) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (g) and (h) above; or (v) revocation or termination of this Permit by resolution of the City Council of City.

(m) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

Signed in Pueblo, Colorado this 11th day of April, 2022.

PERMITTEE:

Organization: SAINT FRANCIS XAVIER PARISH

By: Fr. Don Malin

Title: Pastor

STATE OF COLORADO)
COUNTY OF PUEBLO) ss.

The foregoing instrument was acknowledged before me the 11th day of April, 2022 by Fr. Don Malin as pastor.

My commission expires: Oct 27, 2025.

[S E A L]

TANERA Y MCCULLEY
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19964010657
MY COMMISSION EXPIRES OCT. 27, 2025

Notary Public

APPROVED this _____ day of _____, 20____.

PUEBLO, a Municipal Corporation

By _____
Nicholas A. Gradisar, Mayor



St. Francis Xavier Catholic Church

611 Logan Ave, Pueblo, Co
Telephone +1 719 564-1125
Fax 719 564-1141

March 24, 2022

To Whom It May Concern:

St. Francis Xavier Catholic Church will be celebrating its annual "All Nations Festival" on Saturday July 23 from 3pm-11pm and Sunday July 24 from 12pm-10pm.

We would like to request blocking 1700 block of Spruce St. in order to relieve congestion of traffic and crowds for safety purposes.

Sincerely,

Fr. Don Malin

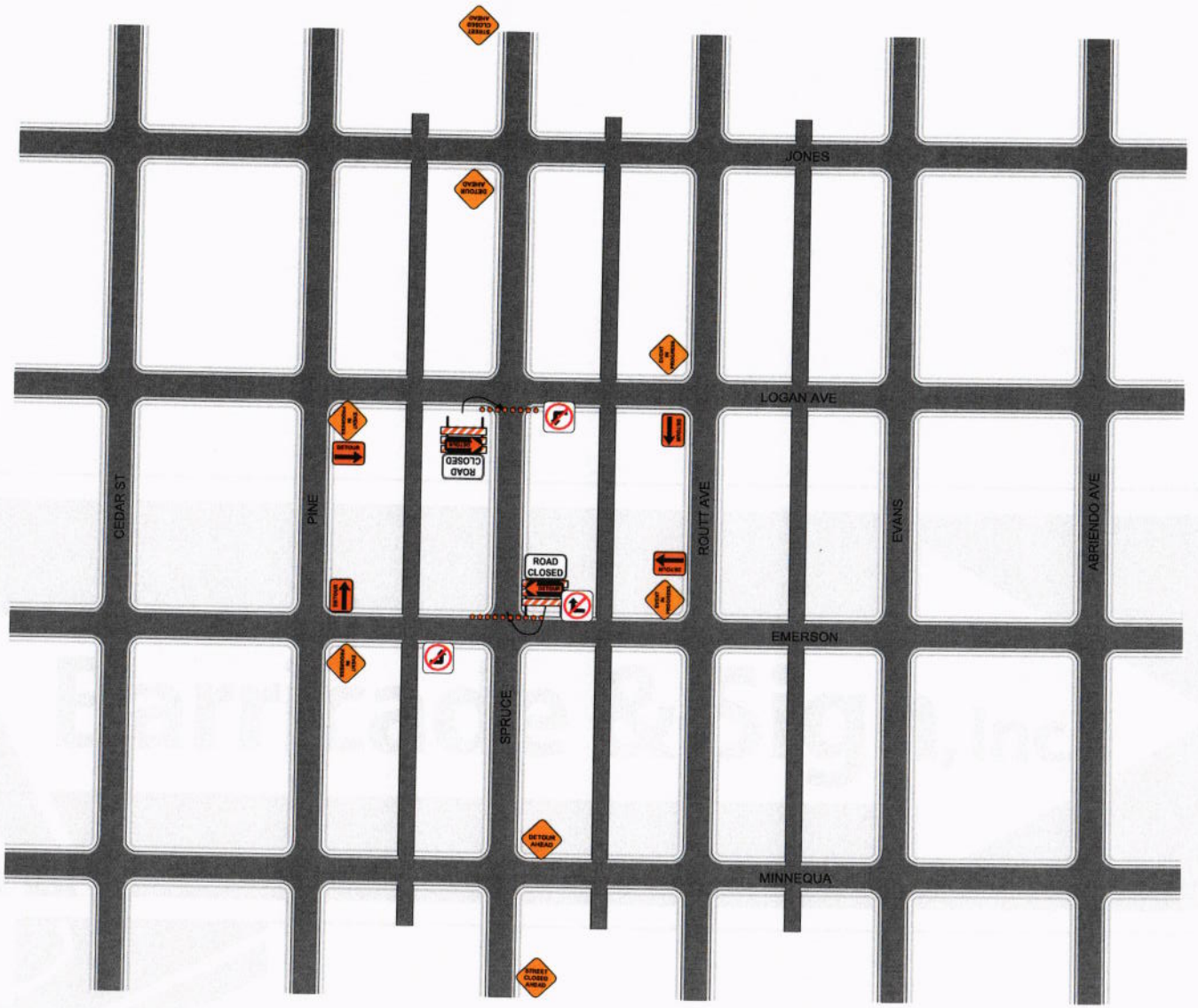
Pastor

St. Francis Xavier Catholic Church

www.invarion.com

ST FRANCIS CHURCH FESTIVAL
LOGAN & SPRUCE
JUNE, 2022

NOTES:
1. DAYTIME/NIGHTTIME SETUP.
2. DURATION 3 DAYS
3. TYPE 3 BARRICADES WILL BE USED TO CLOSE THE ROAD ALONG WITH TYPE 1'S
4. ALL DEVICES WILL BE SET IN ACCORDANCE WITH THE LATEST EDITION OF THE M.U.T.C.D.



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to affirm that
Victor L Vialpando
has satisfied the requirements to be designated as a
Traffic Control Supervisor
Cert. #: 45632
Issue Date: 1/6/2020
Expiration Date: 1/7/2024
Certification Board

TRAFFIC CONTROL CONTRACTOR:
A-1 BARRICADE & SIGN, INC.
201 COLORADO AVE.
PUEBLO, CO 81004
719-543-1353 OFFICE
719-543-6244 FAX
A1BARRICADE@YAHOO.COM

Certificate of Coverage

Date: 4/21/2022

Certificate Holder
The Diocese of Pueblo and/or Bishop of Pueblo a Corporation Sole including all Catholic Corporations not for Profit Sponsored by the Bishop of Pueblo or The Diocese of Pueblo, 1001 North Grand Avenue,
Pueblo, CO 81003

This Certificate is issued as a matter of information only and confers no rights upon the holder of this certificate. This certificate does not amend, extend or alter the coverage afforded below.

Company Affording Coverage
THE CATHOLIC MUTUAL RELIEF
SOCIETY OF AMERICA
10843 OLD MILL RD
OMAHA, NE 68154

Covered Location
St. Francis Xavier Church
611 Logan Avenue
Pueblo, CO 81004

Coverages

This is to certify that the coverages listed below have been issued to the certificate holder named above for the certificate indicated, notwithstanding any requirement, term or condition of any contract or other document with respect to which this certificate may be issued or may pertain, the coverage afforded described herein is subject to all the terms, exclusions and conditions of such coverage. Limits shown may have been reduced by paid claims.

	Type of Coverage	Certificate Number	Coverage Effective Date	Coverage Expiration Date	Limits	
	Property				Real & Personal Property	
	D. General Liability	8590	7/1/2021	7/1/2022	Each Occurrence	1,000,000
	[x] Occurrence				General Aggregate	
	[ ] Claims Made				Products-Comp/OP Agg	
					Personal & Adv Injury	
					Fire Damage (Any one fire)	
					Med Exp (Any one person)	
	Excess Liability				Each Occurrence	
					Annual Aggregrate	
	Other				Each Occurrence	
					Claims Made	
					Annual Aggregrate	
					Limit/Coverage	

Description of Operations/Locations/Vehicles/Special Items **(the following language supersedes any other language in this endorsement or the Certificate in conflict with this language)**
Coverage only extends to the City of Pueblo for claims arising out of St. Francis Xavier's Church Festival to be held at 611 Logan Street & 1700 Block of Spruce (Street Closed) July 23-24, 2022.

Holder of Certificate
Additional Protected Person(s)

City of Pueblo, CO

Cancellation
Should any of the above described coverages be cancelled before the expiration date thereof, the issuing company will endeavor to mail 30 **days written notice to the holder of certificate named to the left, but failure to mail such notice shall impose no obligation or liability of any kind upon the company, its agents or representatives.**

Authorized Representative

0171001499

ENDORSEMENT

(TO BE ATTACHED TO CERTIFICATE)

Effective Date of Endorsement: 7/23/2022
Cancellation Date of Endorsement: 7/25/2022

Certificate Holder: The Diocese of Pueblo and/or Bishop of Pueblo a Corporation Sole including all Catholic Corporations not for Profit Sponsored by the Bishop of Pueblo or The Diocese of Pueblo, 1001 North Grand Avenue,
Pueblo, CO 81003

Location: St. Francis Xavier Church
611 Logan Avenue
Pueblo, CO 81004

Certificate No. 8590 of The Catholic Mutual Relief Society of America is amended as follows:

SECTION II - ADDITIONAL PROTECTED PERSON(S)

It is understood and agreed that Section II - Liability (only with respect to Coverage D - General Liability), is amended to include as an Additional Protected Person(s) members of the organizations shown in the schedule, but only with respect to their liability for the **Protected Person(s)** activities or activities they perform on behalf of the **Protected Person(s)**.

It is further understood and agreed that coverage extended under this endorsement is limited to and applies only with respect to liability assumed by contract or agreement; and this extension of coverage shall not enlarge the scope of coverage provided under this certificate or increase the limit of liability thereunder. Unless otherwise agreed by contract or agreement, coverage extended under this endorsement to the **Additional Protected Person(s)** will not precede the effective date of this certificate of coverage endorsement or extend beyond the cancellation date.

Schedule - ADDITIONAL PROTECTED PERSON(S)
City of Pueblo, CO

Remarks (the following language supersedes any other language in this endorsement or the Certificate in conflict with this language):
Coverage only extends to the City of Pueblo for claims arising out of St. Francis Xavier's Church Festival to be held at 611 Logan Street & 1700 Block of Spruce (Street Closed) July 23-24, 2022.

Authorized Representative

City Clerk's Office Item # M-6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 13, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: A RESOLUTION AMENDING THE REVOCABLE PERMIT TO LA GENTE YOUTH SPORTS, INC. FOR THE USE OF THE 1200 BLOCK OF JUAN MADRID AVENUE TO HOST THE ANNUAL JUAN MADRID MEMORIAL SOFTBALL TOURNAMENT, WHICH WAS CANCELLED DUE TO INCLIMENT WEATHER TO JUNE 17, 2022, THROUGH JUNE 19, 2022

SUMMARY:

The revocable permit submitted by La Gente Youth Sports, Inc., to host their annual Juan Madrid Memorial Tournament is amended to be conducted June17, 2022 thru June 19, 2022.

PREVIOUS COUNCIL ACTION:

Revocable Permit approved on May 9, 2022.

BACKGROUND:

La Gente Youth Sports, Inc. had requested the closure of the 1200 Block of Juan Madrid Avenue from May 20, 2022, at 8:00 a.m. through May23, 2022, at 12:00 p.m. to host their annual fundraising softball tournament. The event was postponed due to inclement weather. The new dates requested are June17, 2022 thru June 19, 2022.

FINANCIAL IMPLICATIONS:

None

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Denying the Resolution will cancel the tournament.

RECOMMENDATION:

Approval of the Resolution.

Attachments: None

RESOLUTION NO. 14907

A RESOLUTION AMENDING THE REVOCABLE PERMIT TO LA GENTE YOUTH SPORTS, INC. FOR THE USE OF THE 1200 BLOCK OF JUAN MADRID AVENUE TO HOST THE ANNUAL JUAN MADRID MEMORIAL SOFTBALL TOURNAMENT, WHICH WAS CANCELLED DUE TO INCLIMENT WEATHER TO JUNE 17, 2022, THROUGH JUNE 19, 2022

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

SECTION 1.

The Revocable Permit is amended to change the date to the permit issued to La Gente Youth Sports, Inc., for the use of the 1200 Block of Juan Madrid Avenue conducted June 17, 2022, at 8:00 a.m. to June 19, 2022, at 12:00 p.m. to host the Annual Juan Madrid Memorial Tournament.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

The officers 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 immediately upon passage and approval.

INTRODUCED June 13, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

City Clerk's Office Item # M-7

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: June 13, 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 PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 81.68 ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 1, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(a) and 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

SUMMARY:

The City Clerk received an annexation petition for an 81.68-acre area located southeast of State Highway 78 and southwest of El Camino Subdivision, 17th Filing. This resolution will determine if the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refer the petition to the Planning and Zoning Commission for review and recommendation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On May 12, 2022, the petitioner, RJPC, LLC ("Jackson Ranch"), submitted an annexation petition for the Jackson Ranch Annexation 1 totaling 81.68-acres. Two concurrent annexation petitions were submitted by RJPC Ranch, LLC for properties located south of Highway 78 and the El Camino residential development. Jackson Ranch Annexations 1-3 will be reviewed simultaneously to provide 1/6 contiguity with the city limits, which is necessary for annexation into the City Pueblo. Proposed land uses, within the first phase of annexation, include mixed residential development, phase one of a small mixed commercial neighborhood center, with integrated open space and trails. The total land area of all three annexations is 1,898.71 acres.

This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent by registered mail by the City Clerk, the Board of County Commissioners, the County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

None.

RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes.

Attachments:
Proposed Resolution
Annexation Petition
Circulator's Oath
Annexation Plat

RESOLUTION NO. 14908

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 81.68 ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 1, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(a) and 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

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

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

1. AREA TO BE ANNEXED:

A parcel of land being a portion of Sections 19 and 20, Township 21 South, Range 65 West of the 6th P.M. and being more particularly described as follows:
COMMENCING from the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the east-west centerline of said Section 19, S 19° 41' 35" E a distance of 1.06 feet to a point being 1.00 feet southerly of the east-west centerline of said Section 19 to the POINT OF BEGINNING;
THENCE along the southerly, easterly, and northerly boundary of the Highway No. 78 Tower Site Annexation as recorded under Reception No. 1727572 the following nine (9) courses:

1. N 89° 35' 25" E a distance of 448.75 feet;
2. S 00° 24' 35" E a distance of 208.71 feet;
3. N 89° 34' 07" E a distance of 309.64 feet;
4. S 00° 24' 35" E a distance of 130.98 feet;
5. N 89° 35' 25" E a distance of 200.00 feet;
6. N 00° 24' 35" W a distance of 200.00 feet;
7. S 89° 35' 25" W a distance of 200.00 feet;
8. S 00° 24' 35" E a distance of 68.02 feet;
9. S 89° 34' 07" W a distance of 100.14 feet;

THENCE N 00° 23'56” E a distance of 208.63 feet to a point on the east-west centerline of aforesaid Section 19; THENCE N 89° 35' 25" E along said east-west centerline of Section 19, a distance of 2220.21 feet to the Quarter Corner of Sections 19 and 20;
THENCE N 89° 55' 02" E along the east-west centerline of said Section 20, 2551.97 feet; THENCE S 01° 27' 48" E a distance of 595.55 feet; THENCE S 88° 43' 55" W a distance of 2553.45 feet; THENCE N 89° 42' 50" W a distance of 3661.91 feet; THENCE N 51° 35' 59" E a distance of 230.91 feet; THENCE S 38° 23' 58" E a distance of 1.00 feet; THENCE N 51° 36' 00" E a distance of 749.66 feet to the POINT OF BEGINNING.
The above-described parcel of land contains 81.68 acres more or less and is subject to any existing easements or rights of way of record.

2. PROPOSED NEW CITY LIMITS LINE:

A parcel of land being a portion of Sections 19 and 20, Township 21 South, Range 65 West of the 6th P.M. and being more particularly described as follows:
COMMENCING from the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the east-west centerline of said Section 19, S72° 50' 03"E a distance of 690.85 feet to the POINT OF BEGINNING;
THENCE N 00° 23'56” E a distance of 208.63 feet to a point on the east-west centerline of aforesaid Section 19;
THENCE N 89° 35' 25" E along said east-west centerline of Section 19, a distance of 2220.21 feet to the Quarter Corner of Sections 19 and 20;
THENCE N 89° 55' 02" E along the east-west centerline of said Section 20, a distance of 2551.97 feet;
THENCE S 01° 27' 48" E a distance of 595.55 feet;
THENCE S 88° 43' 55" W a distance of 2553.45 feet;
THENCE N 89° 42' 50" W a distance of 3661.91 feet to a point on the southeasterly right of way line of Colorado State Highway No. 78 and the POINT OF TERMINUS.

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.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission for review and recommendation.

SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-

104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Resolution.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED June 13, 2022

BY: Sarah Martinez
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: Jackson Ranch, Annexation NO. 1

Location and size in acres: Section 19 & 20, Township 21 South, Range 65, West of the 6th P.M., County of Pueblo, Colorado, 81.68 acres.
100 % of Owners 1; Less than 100% of owners 0
School District No. 60; Special District's: See below

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.

Special Districts		
Tax ID	Authority	Levi
1519000012		
	Pueblo County	

	School District 60 General	
	School District 60 Bond Red.	
	Regional Library Lower Ark Valley Water Conservation District	
	SA Pueblo Conservation District Maint. Fund	
1519000013		
	Pueblo County	
	School District 60 General	
	School District 60 Bond Red.	
	Regional Library	
	Lower Ark. Valley Water Conservation District	
	SA Pueblo Conservation District Maint. Fund	
15200000023		
	Pueblo County	
	School District 60 General	
	School District 60 Bond Red.	
	Regional Library	
	Lower Ark. Valley Water Conservation District	
	SA Pueblo Conservation District Maint. Fund	

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:

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.

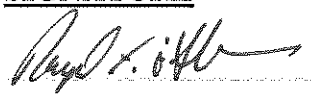
(b)

(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
	RJPC,LLC A limited Liability Partnership 17 S Wahsatch Ave Colorado Springs, CO 80903	See Attached	5-11-2022

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 11th day of May, 2022, By Raymond O'Sullivan.

Witness my hand and official seal.
My commission expires: 02-17-2026.

(SEAL) MEAGHAN FARRELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224006932
MY COMMISSION EXPIRES 02-17-2026

Meaghan Farrell
Notary Public (or official title)

Exhibit A
Jackson Ranch, Annexation NO. 1

A parcel of land being a portion of Sections 19 and 20, Township 21 South, Range 65 West of the 6th P.M. and being more particularly described as follows:

COMMENCING from the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the east-west centerline of said Section 19,

S 19° 41' 35" E a distance of 1.06 feet to a point being 1.00 feet southerly of the east-west centerline of said Section 19 to the POINT OF BEGINNING;

THENCE along the southerly, easterly, and northerly boundary of the Highway No. 78 Tower Site Annexation as recorded under Reception No. 1727572 the following nine (9) courses:

1) N 89° 35' 25" E a distance of 448.75 feet;
2) S 00° 24' 35" E a distance of 208.71 feet;
3) N 89° 34' 07" E a distance of 309.64 feet;
4) S 00° 24' 35" E a distance of 130.98 feet;
5) N 89° 35' 25" E a distance of 200.00 feet;
6) N 00° 24' 35" W a distance of 200.00 feet;
7) S 89° 35' 25" W a distance of 200.00 feet;
8) S 00° 24' 35" E a distance of 68.02 feet;
9) S 89° 34' 07" W a distance of 100.14 feet;

THENCE N 00° 23'56" E a distance of 208.63 feet to a point on the east-west centerline of aforesaid Section 19;

THENCE N 89° 35' 25" E along said east-west centerline of Section 19, a distance of 2220.21 feet to the Quarter Corner of Sections 19 and 20;

THENCE N 89° 55' 02" E along the east-west centerline of said Section 20, a distance of 2551.97 feet;

THENCE S 01° 27' 48" E a distance of 595.55 feet;
THENCE S 88° 43' 55" W a distance of 2553.45 feet;
THENCE N 89° 42' 50" W a distance of 3661.91 feet;
THENCE N 51° 35' 59" E a distance of 230.91 feet;
THENCE S 38° 23' 58" E a distance of 1.00 feet;

THENCE N 51° 36' 00" E a distance of 749.66 feet to the POINT OF BEGINNING.

The above described parcel of land contains 81.68 acres more or less and is subject to any existing easements or rights of way of record

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of RJPC, LLC, a Colorado Limited Liability Co., an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is RJPC, LLC a Colorado Limited Liability Company
(state type of entity and state, country, or other governmental authority under whose laws such entity is formed)

The mailing address for the Entity is 17 South Wahsatch Avenue Colorado Springs, CO 80903

The name or position of the person authorized to execute instruments conveying, encumbering, or other affecting title to real property on behalf of the Entity is: Raymond F. O'Sullivan, Manager

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: None
(if no limitations, insert "None")

Other matters concerning the manner in which the Entity deals with any interest in real property are:

(if no other matters, leave this section blank)

EXECUTED this 11th day of May, 2022.

Signature: Raymond F. O'Sullivan

Name (typed or printed): Raymond F. O'Sullivan

Title (if any): Manager

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 11th day of May, 2022 by Raymond O' Sullivan, on behalf of RJPC, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: 02-17-2026

[SEAL]

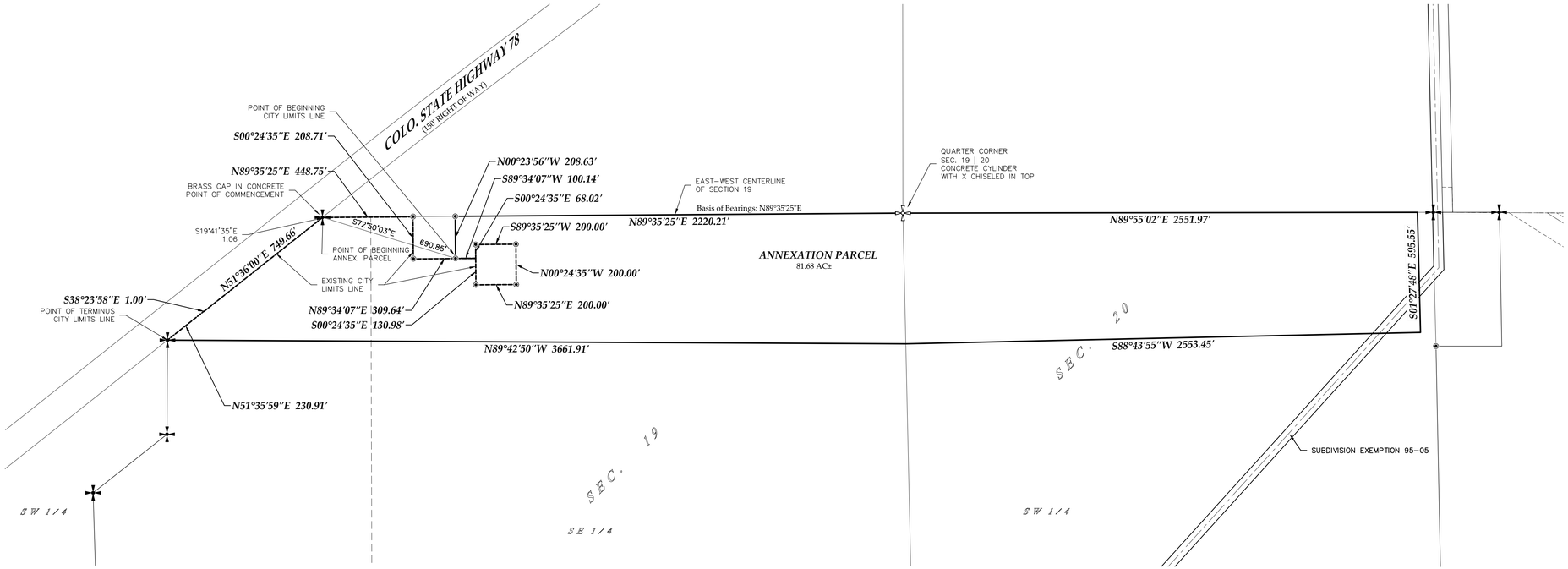
MEAGHAN FARRELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224006932
MY COMMISSION EXPIRES 02-17-2026

Meaghan Farrell
Notary Public

DPW 116
02/07/02

ANNEXATION

In a Portion of
Sections 19 and 20, Township 21 South,
Range 65 West of the 6th P.M.,
County of Pueblo, State of Colorado



N

SCALE: 1"=300'

0' 150' 300' 600'

- Found Brass Cap in Concrete #12453
- Found Monument as Described
- Found No. 4 rebar w/ aluminum cap #22101 unless noted otherwise
- Found Concrete Cylinder w/ "X" Chiseled in Top

ANNEXATION PARCEL:

A parcel of land being a portion of Sections 19 and 20, Township 21 South, Range 65 West of the 6th P.M. and being more particularly described as follows:

COMMENCING from the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the east-west centerline of said Section 19,
S 19° 41' 35" E a distance of 1.06 feet to a point being 1.00 feet southerly of the east-west centerline of said Section 19 to the POINT OF BEGINNING;
THENCE along the southerly, easterly, and northerly boundary of the Highway No. 78 Tower Site Annexation as recorded under Reception No. 1727572 the following nine (9) courses:
N 89° 35' 25" E a distance of 448.75 feet;
S 00° 24' 35" E a distance of 208.71 feet;
N 89° 34' 07" E a distance of 309.64 feet;
S 00° 24' 35" E a distance of 130.98 feet;
N 89° 35' 25" E a distance of 200.00 feet;
N 00° 24' 35" W a distance of 200.00 feet;
S 89° 35' 25" W a distance of 200.00 feet;
S 00° 24' 35" E a distance of 68.02 feet;
S 89° 34' 07" W a distance of 100.14 feet;
THENCE N 00° 23'56" E a distance of 208.63 feet to a point on the east-west centerline of aforesaid Section 19;
THENCE N 89° 35' 25" E along said east-west centerline of Section 19, a distance of 2220.21 feet to the Quarter Corner of Sections 19 and 20;
THENCE N 89° 55' 02" E along the east-west centerline of said Section 20, a distance of 2551.97 feet;

THENCE S 01° 27' 48" E a distance of 595.55 feet;

THENCE S 88° 43' 55" W a distance of 2553.45 feet;
THENCE N 89° 42' 50" W a distance of 3661.91 feet;
THENCE N 51° 35' 59" E a distance of 230.91 feet;
THENCE S 38° 23' 58" E a distance of 1.00 feet;
THENCE N 51° 36' 00" E a distance of 749.66 feet to the POINT OF BEGINNING.

The above described parcel of land contains 81.68 acres more or less and is subject to any existing easements or rights of way of record.

PROPOSED NEW CITY LIMIT LINE:

A parcel of land being a portion of Sections 19 and 20, Township 21 South, Range 65 West of the 6th P.M. and being more particularly described as follows:

COMMENCING from the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the east-west centerline of said Section 19,
S 72° 50' 03" E a distance of 690.85 feet to the POINT OF BEGINNING;
THENCE N 00° 23'56" E a distance of 208.63 feet to a point on the east-west centerline of aforesaid Section 19;
THENCE N 89° 35' 25" E along said east-west centerline of Section 19, a distance of 2220.21 feet to the Quarter Corner of Sections 19 and 20;
THENCE N 89° 55' 02" E along the east-west centerline of said Section 20, a distance of 2551.97 feet;

THENCE S 01° 27' 48" E a distance of 595.55 feet;

THENCE S 88° 43' 55" W a distance of 2553.45 feet;
THENCE N 89° 42' 50" W a distance of 3661.91 feet to a point on the southeasterly right of way line of Colorado State Highway No. 78 and the POINT OF TERMINUS.

SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, hereby certify that this plat and the related descriptions were prepared under my responsible charge in May, 2022

_____
Julie N. Troutt
Professional Land Surveyor #38529

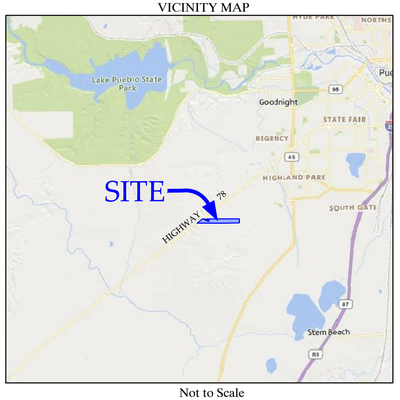
Basis of Bearings: The east-west centerline of Section 19 bears N89°35'25"E, being monumented at the intersection of State Highway No. 78 with said centerline by a 2" brass cap in concrete stamped LS12453, and at the east Quarter Corner of said Section 19 with a concrete cylinder with "X" chiseled in top. Bearings shown hereon are grid bearings of the Colorado State Plane Coordinate System, South Zone, NAD 83.

Title work provided by Land Title Guarantee Company, Order No. PBC35056015-3, bearing an effective date of August 17, 2021 at 5:00 P.M.

Parcel may be subject to easements shown in Book 1653, Page 719, Book 2524 at Page 924, and Book 2529, Page 739, exact locations unknown.

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

VICINITY MAP



Not to Scale

SHEET 1 OF 1

DATE	REVISION DESCRIPTION	BY

Southern Colorado Land Surveying, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2022\522- Annex Hwy 78\Hwy 78 Annex.dwg

City Clerk's Office Item # M-8

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: June 13, 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 PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 1,337.40 ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING AND SOUTH OF JACKSON RANCH ANNEXATION 1, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(a) and 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

SUMMARY:

The City Clerk received an annexation petition for a 1,337.40-acre area located southeast of State Highway 78 and southwest of El Camino Subdivision, 17th Filing. This Resolution will determine if the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refer the petition to the Planning and Zoning Commission for review and recommendation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On May 12, 2022, the petitioner, RJPC, LLC ("Jackson Ranch"), submitted an annexation petition for the Jackson Ranch Annexation 2 totaling 1,337.40-acres. Two concurrent annexation petitions were submitted by RJPC Ranch, LLC for properties located south of Highway 78 and the El Camino residential development. Jackson Ranch Annexations 1-3 will be reviewed simultaneously to provide 1/6 contiguity with the city limits, which is necessary for annexation into the City Pueblo. Proposed land uses, within the second phase of annexation, include mixed residential development, a small mixed commercial neighborhood center, with integrated open space and trails. The total land area of all three annexations is 1,898.71 acres.

This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent by registered mail by the City Clerk, the Board of County Commissioners, the County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

None.

RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes.

Attachments:
Proposed Resolution
Annexation Petition
Circulator's Oath
Annexation Plat

RESOLUTION NO. 14909

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 1,337.40 ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING, AND SOUTH OF JACKSON RANCH ANNEXATION 1, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(a) and 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

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

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

1. AREA TO BE ANNEXED:

A parcel of land being a portion of Sections 19, 20, 29, 30, and 31, Township 21 South, Range 65 West of the 6th P.M. and being more particularly described as follows:
COMMENCING from the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the east-west centerline of said Section 19,
S 51° 35' 59" W along said southeasterly right of way line a distance of 980.91 feet to the POINT OF BEGINNING;
THENCE S 89° 42' 50" E a distance of 3661.91 feet;
THENCE N 88° 43' 55" E a distance of 2553.45 feet;
THENCE N 01° 27' 48" W a distance of 595.55 feet to a point on the north line of the Southwest Quarter of Section 20;
THENCE N 89° 55' 02" E along said north line of the Southwest Quarter, a distance of 75.02 feet to the Center Quarter Corner of said Section 20;
THENCE N 89° 55' 18" E a distance of 331.99 feet;
THENCE S 00° 58' 51" E a distance of 664.16 feet;
THENCE S 89° 59' 37" W a distance of 326.41 feet to a point on the east line of the Southwest Quarter of said Section 20;
THENCE S 01° 09' 11" E along said East line, a distance of 1991.43 feet to the South Quarter Corner of said Section 20;
THENCE S 00° 22' 16" E alone the east line of the Northwest Quarter of Section 29, a distance of 2679.49 feet to the Center Quarter corner of said Section 29;
THENCE S 01° 23' 04" E along the east line of the Southwest Quarter of Section 29, a distance of 150.15 feet;
THENCE N 88° 49' 05" W a distance of 388.48 feet to the beginning of a curve;

THENCE 819.80 feet along a curve to the left, said curve having a central angle of 28° 54' 19", a radius of 1625.00 feet, and whose long chord bears S 76° 43' 46" W a distance of 811.13 feet to a point of tangency;
THENCE S 62° 16' 37" W a distance of 2279.84 feet to the beginning of a curve;
THENCE 381.37 feet along a curve to the right, said curve having a central angle of 26° 29' 09", a radius of 825.00 feet, and whose long chord bears S 75° 31' 11" W a distance of 377.98 feet to the beginning of a non-tangential curve;
THENCE 366.56 feet along the arc of a curve to the right, said curve having a central angle of 18° 45' 07", a radius of 1120.00 feet, and whose long chord bears S 26° 18' 16" W a distance of 364.93 feet to the point of tangency;
THENCE S 35° 40' 50" W a distance of 619.73 feet to the beginning of a curve;
THENCE 453.74 feet along the arc of a curve to the left, said curve having a central angle of 68° 24' 50", a radius of 380.00 feet, and whose long chord bears S 01° 28' 25" W a distance of 427.26 feet to the point of tangency;
THENCE S 32° 44' 00" E a distance of 453.11 feet;
THENCE S 20° 09' 44" E a distance of 370.00 feet to the beginning of a non-tangential curve,
THENCE 641.45 feet along the arc curve to the left, said curve having a central angle of 27° 38' 00", a radius of 1330.00 feet, and whose long chord bears S 56° 01' 15" W a distance of 635.25 feet to the point of tangency;
THENCE S 42° 12' 15" W a distance of 2446.55 feet;
THENCE N 47° 47' 45" W a distance of 410.00 feet to a point on the north line of the Southwest Quarter of Section 31;
THENCE N 89° 49' 44" W along said north line of the Southwest Quarter, a distance of 434.66 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 31;
THENCE N 89° 49' 44" W continuing along said north line of the Southwest Quarter, a distance of 1354.51 feet to the West Quarter corner of said Section 31;
THENCE N 00° 18' 14" W along the west line of the Northwest Quarter, a distance of 2655.51 feet to the Northwest Corner of said Section 31;
THENCE N 00° 16' 02" W along the west line of Section 30, a distance of 5308.78 feet to the Northwest Corner of Section 30;
THENCE N 89° 07' 42" E along the north line of the Northwest Quarter of said Section 30, a distance of 1344.92 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of aforesaid Section 19;
THENCE N 01° 45' 37" W a distance of 1315.09 feet;
THENCE N 51° 36' 18" E a distance of 467.51 feet;
THENCE N 00° 17' 10" E a distance of 467.01 feet to the POINT OF BEGINNING.
The above described parcel of land contains 1337.40 acres more or less and is subject to any existing easements or rights of way of record.

2. PROPOSED NEW CITY LIMITS LINE:

A parcel of land being a portion of Sections 19, 20, 29, 30, and 31, Township 21 South, Range 65 West of the 6th P.M. and being more particularly described as follows:
COMMENCING from the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the east-west centerline of said Section 19, N 89° 35' 25" E along said east-west centerline a distance of 2878.86 feet to the east Quarter Corner of Section 19;
THENCE N 89° 55' 02" E along the east-west centerline of Section 20, a distance of 2551.97 feet to the POINT OF BEGINNING;
THENCE N 89° 55' 02" E along said north line of the Southwest Quarter, a distance of 75.02 feet to the Center Quarter Corner of said Section 20;
THENCE N 89° 55' 18" E a distance of 331.99 feet;
THENCE S 00° 58' 51" E a distance of 664.16 feet;

THENCE S 89° 59' 37" W a distance of 326.41 feet to a point on the east line of the Southwest Quarter of said Section 20;
THENCE S 01° 09' 11" E along said East line, a distance of 1991.43 feet to the South Quarter Corner of said Section 20;
THENCE S 00° 22' 16" E alone the east line of the Northwest Quarter of Section 29, a distance of 2679.49 feet to the Center Quarter corner of said Section 29;
THENCE S 01° 23' 04" E along the east line of the Southwest Quarter of Section 29, a distance of 150.15 feet;
THENCE N 88° 49' 05" W a distance of 388.48 feet to the beginning of a curve;
THENCE 819.80 feet along a curve to the left, said curve having a central angle of 28° 54' 19", a radius of 1625.00 feet, and whose long chord bears S 76° 43' 46" W a distance of 811.13 feet to a point of tangency;
THENCE S 62° 16' 37" W a distance of 2279.84 feet to the beginning of a curve;
THENCE 381.37 feet along a curve to the right, said curve having a central angle of 26° 29' 09", a radius of 825.00 feet, and whose long
chord bears S 75° 31' 11" W a distance of 377.98 feet to the beginning of a non-tangential curve;
THENCE 366.56 feet along the arc of a curve to the right, said curve having a central angle of 18° 45' 07", a radius of 1120.00 feet, and whose long chord bears S 26° 18' 16" W a distance of 364.93 feet to the point of tangency;
THENCE S 35° 40' 50" W a distance of 619.73 feet to the beginning of a curve;
THENCE 453.74 feet along the arc of a curve to the left, said curve having a central angle of 68° 24' 50", a radius of 380.00 feet, and whose long chord bears S 01° 28' 25" W a distance of 427.26 feet to the point of tangency;
THENCE S 32° 44' 00" E a distance of 453.11 feet;
THENCE S 20° 09' 44" E a distance of 370.00 feet to the beginning of a non-tangential curve,
THENCE 641.45 feet along the arc curve to the left, said curve having a central angle of 27° 38' 00", a radius of 1330.00 feet, and whose long chord bears S 56° 01' 15" W a distance of 635.25 feet to the point of tangency;
THENCE S 42° 12' 15" W a distance of 2446.55 feet;
THENCE N 47° 47' 45" W a distance of 410.00 feet to a point on the north line of the Southwest Quarter of Section 31;
THENCE N 89° 49' 44" W along said north line of the Southwest Quarter, a distance of 434.66 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 31;
THENCE N 89° 49' 44" W continuing along said north line of the Southwest Quarter, a distance of 1354.51 feet to the West Quarter corner of said Section 31;
THENCE N 00° 18' 14" W along the west line of the Northwest Quarter, a distance of 2655.51 feet to the Northwest Corner of said Section 31;
THENCE N 00° 16' 02" W along the west line of Section 30, a distance of 5308.78 feet to the Northwest Corner of Section 30;
THENCE N 89° 07' 42" E along the north line of the Northwest Quarter of said Section 30, a distance of 1344.92 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of aforesaid Section 19;
THENCE N 01° 45' 37" W a distance of 1315.09 feet;
THENCE N 51° 36' 18" E a distance of 467.51 feet;
THENCE N 00° 17' 10" E a distance of 467.01 feet to the POINT OF TERMINUS

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.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission for review and recommendation.

SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Resolution.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED June 13, 2022

BY: Sarah Martinez
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: Jackson Ranch, Annexation NO. 2

Location and size in acres: Section 19, 20, 29, 30 & 31, Township 21 South, Range 65, West of the 6th P.M., County of Pueblo, Colorado, 1337.40 acres.
100 % of Owners 1; Less than 100% of owners 0
School District No. 60; Special District: See table below

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.

Special Districts		
Tax ID	Authority	Levi
1519000012		
	Pueblo County	
	School District 60 General	
	School District 60 Bond Red.	
	Regional Library Lower Ark Valley Water Conservation District	
	SA Pueblo Conservation District Maint. Fund	
1519000013		
	Pueblo County	
	School District 60 General	
	School District 60 Bond Red.	
	Regional Library	
	Lower Ark. Valley Water Conservation District	
	SA Pueblo Conservation District Maint. Fund	
15200000023		
	Pueblo County	
	School District 60 General	
	School District 60 Bond Red.	
	Regional Library	
	Lower Ark. Valley Water Conservation District	
	SA Pueblo Conservation District Maint. Fund	
1500000166		
	Pueblo County	
	School District 60 General	
	School District 60 Bond Red.	
	Regional Library	
	Lower Ark. Valley Water Conservation District	
	SA Pueblo Conservation District Maint. Fund	
1520000021		
	Pueblo County	
	School District 60 General	
	School District 60 Bond Red.	
	Regional Library	
	Lower Ark. Valley Water Conservation District	
1500000167		
	Pueblo County	
	School District 60 General	
	School District 60 Bond Red.	
	Regional Library	
	Lower Ark. Valley Water Conservation District	
	SA Pueblo Conservation District Maint. Fund	

1500000048		
	Pueblo County	
	School District 60 General	
	School District 60 Bond Red.	
	Regional Library	
	Lower Ark. Valley Water Conservation District	
	SA Pueblo Conservation District Maint. Fund	
1500000145		
	Pueblo County	
	School District 60 General	
	School District 60 Bond Red.	
	Regional Library	
	Lower Ark. Valley Water Conservation District	
	SA Pueblo Conservation District Maint. Fund	

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:

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.

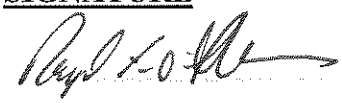
(b)

(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
	RJPC,LLC A limited Liability Partnership 17 S Wahsatch Ave Colorado Springs, CO 80903	See Attached	5-11-2022

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 11th day of May, 2022, By Raymond O'Sullivan.

Witness my hand and official seal.
My commission expires: 02-17-2026.

(SEAL)

MEAGHAN FARRELL
NOTARY PUBLIC
STATE OF COLORADO

NOTARY ID 20224006932
MY COMMISSION EXPIRES 02-17-2026

Meaghan Farrell
Notary Public (or official title)

Exhibit A
Jackson Ranch, Annexation NO. 2

A parcel of land being a portion of Sections 19, 20, 29, 30, and 31, Township 21 South, Range 65 West of the 6th P.M. and being more particularly described as follows:

COMMENCING from the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the east-west centerline of said Section 19,

S 51° 35' 59" W along said southeasterly right of way line a distance of 980.91 feet to the POINT OF BEGINNING;

THENCE S 89° 42' 50" E a distance of 3661.91 feet;
THENCE N 88° 43' 55" E a distance of 2553.45 feet;

THENCE N 01° 27' 48" W a distance of 595.55 feet to a point on the north line of the Southwest Quarter of Section 20;

THENCE N 89° 55' 02" E along said north line of the Southwest Quarter, a distance of 75.02 feet to the Center Quarter Corner of said Section 20;

THENCE N 89° 55' 18" E a distance of 331.99 feet;
THENCE S 00° 58' 51" E a distance of 664.16 feet;

THENCE S 89° 59' 37" W a distance of 326.41 feet to a point on the east line of the Southwest Quarter of said Section 20;

THENCE S 01° 09' 11" E along said East line, a distance of 1991.43 feet to the South Quarter Corner of said Section 20;

THENCE S 00° 22' 16" E alone the east line of the Northwest Quarter of Section 29, a distance of 2679.49 feet to the Center Quarter corner of said Section 29;

THENCE S 01° 23' 04" E along the east line of the Southwest Quarter of Section 29, a distance of 150.15 feet;

THENCE N 88° 49' 05" W a distance of 388.48 feet to the beginning of a curve;
THENCE 819.80 feet along a curve to the left, said curve having a central angle of 28° 54' 19", a radius of 1625.00 feet, and whose long chord bears S 76° 43' 46" W a distance of 811.13 feet to a point of tangency;

THENCE S 62° 16' 37" W a distance of 2279.84 feet to the beginning of a curve;
THENCE 381.37 feet along a curve to the right, said curve having a central angle of 26° 29' 09", a radius of 825.00 feet, and whose long chord bears S 75° 31' 11" W a distance of 377.98 feet to the beginning of a non-tangential curve;

THENCE 366.56 feet along the arc of a curve to the right, said curve having a central angle of 18° 45' 07", a radius of 1120.00 feet, and whose long chord bears S 26° 18' 16" W a distance of 364.93 feet to the point of tangency;

THENCE S 35° 40' 50" W a distance of 619.73 feet to the beginning of a curve;
THENCE 453.74 feet along the arc of a curve to the left, said curve having a central angle of 68° 24' 50", a radius of 380.00 feet, and whose long chord bears S 01° 28' 25" W a distance of 427.26 feet to the point of tangency;

THENCE S 32° 44' 00" E a distance of 453.11 feet;
THENCE S 20° 09' 44" E a distance of 370.00 feet to the beginning of a non-tangential curve,
THENCE 641.45 feet along the arc curve to the left, said curve having a central angle of 27° 38' 00", a radius of 1330.00 feet, and whose long chord bears S 56° 01' 15" W a distance of 635.25 feet to the point of tangency;

THENCE S 42° 12' 15" W a distance of 2446.55 feet;
THENCE N 47° 47' 45" W a distance of 410.00 feet to a point on the north line of the Southwest Quarter of Section 31;

THENCE N 89° 49' 44" W along said north line of the Southwest Quarter, a distance of 434.66 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 31;
THENCE N 89° 49' 44" W continuing along said north line of the Southwest Quarter, a distance of 1354.51 feet to the West Quarter corner of said Section 31;

THENCE N 00° 18' 14" W along the west line of the Northwest Quarter, a distance of 2655.51 feet to the Northwest Corner of said Section 31;

THENCE N 00° 16' 02" W along the west line of Section 30, a distance of 5308.78 feet to the Northwest Corner of Section 30;

THENCE N 89° 07' 42" E along the north line of the Northwest Quarter of said Section 30, a distance of 1344.92 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of aforesaid Section 19;

THENCE N 01° 45' 37" W a distance of 1315.09 feet;
THENCE N 51° 36' 18" E a distance of 467.51 feet;
THENCE N 00° 17' 10" E a distance of 467.01 feet to the POINT OF BEGINNING.

The above described parcel of land contains 1337.40 acres more or less and is subject to any existing easements or rights of way of record.

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of RJPC, LLC,

a, Colorado Limited Liability Co., an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is RJPC, LLC
a Colorado Limited Liability Company
(state type of entity and state, country, or other governmental authority under whose laws such entity is formed)

The mailing address for the Entity is 17 South Wahsatch Avenue
Colorado Springs, CO 80903

The name or position of the person authorized to execute instruments conveying, encumbering, or other affecting title to real property on behalf of the Entity is: Raymond F. O'Sullivan, Manager

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: None

(if no limitations, insert "None")

Other matters concerning the manner in which the Entity deals with any interest in real property are:

(if no other matters, leave this section blank)

EXECUTED this 11th day of May, 2022.

Signature: Ray F. O'Sull

Name (typed or printed): Raymond F. O'Sullivan

Title (if any): Manager

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 11th day of May, 2022 by Raymond O' Sullivan, on behalf of RJPC, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: 02-17-2026

[SEAL]

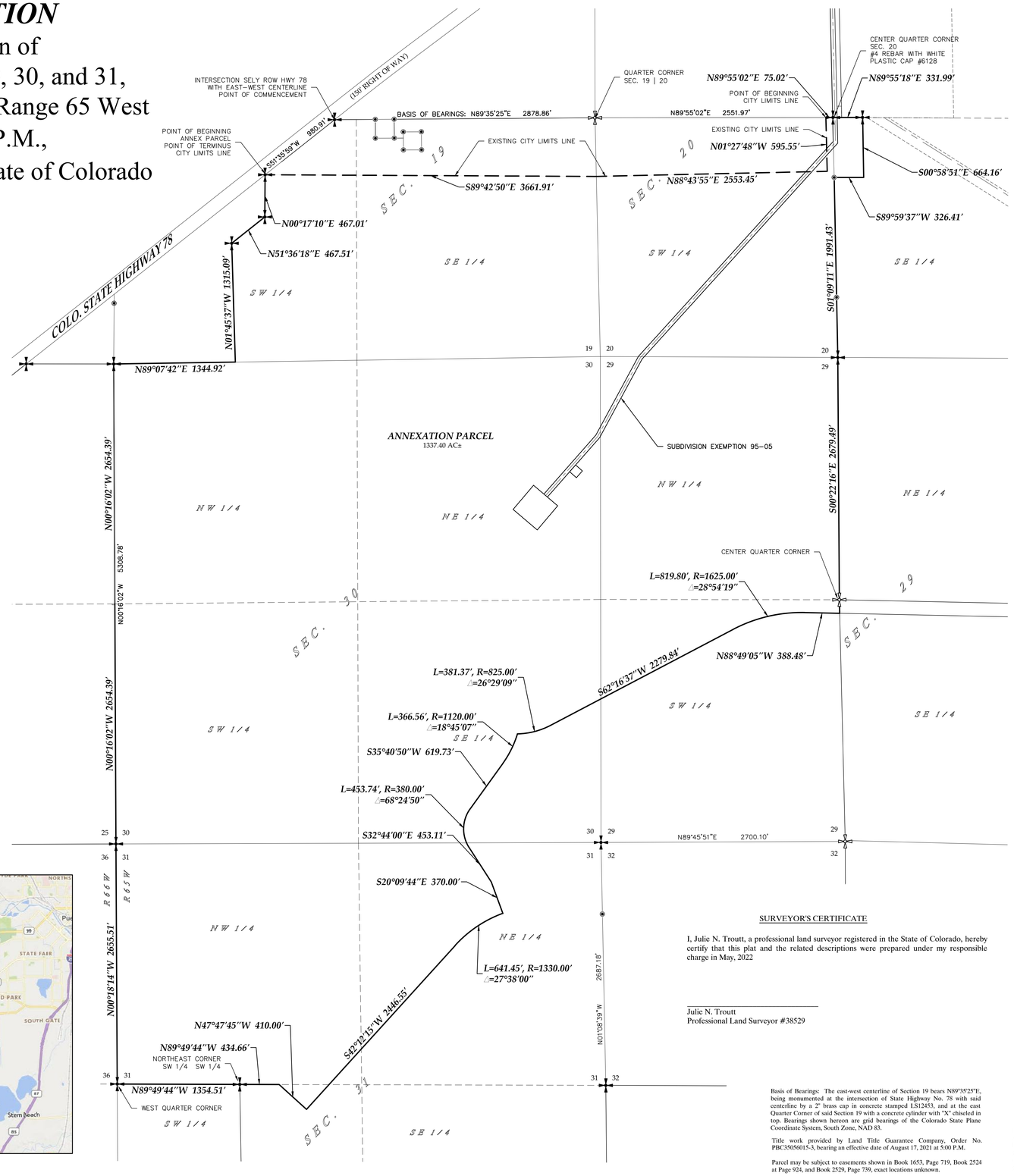
MEAGHAN FARRELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224006932
MY COMMISSION EXPIRES 02-17-2026

Meaghan Farrell
Notary Public

DPW 116
02/07/02

ANNEXATION

In a Portion of
Sections 19, 20, 29, 30, and 31,
Township 21 South, Range 65 West
of the 6th P.M.,
County of Pueblo, State of Colorado



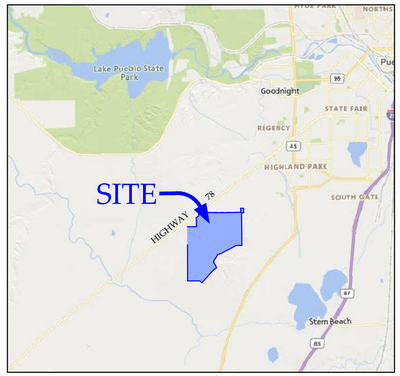
N

SCALE: 1"=600'

0' 300' 600' 1200'

- Found Brass Cap in Concrete #12453
- Found Monument as Described
- Found No. 4 rebar w/ aluminum cap #22101 unless noted otherwise
- Found Concrete Cylinder w/ "X" Chiseled in Top

VICINITY MAP



Not to Scale

ANNEXATION PARCEL:

A parcel of land being a portion of Sections 19, 20, 29, 30, and 31, Township 21 South, Range 65 West of the 6th P.M. and being more particularly described as follows:

COMMENCING from the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the east-west centerline of said Section 19,
S 51° 35' 59" W along said southeasterly right of way line a distance of 980.91 feet to the POINT OF BEGINNING;
THENCE S 89° 42' 50" E a distance of 3661.91 feet;
THENCE N 88° 43' 55" E a distance of 2553.45 feet;
THENCE N 01° 27' 48" W a distance of 595.55 feet to a point on the north line of the Southwest Quarter of Section 20;
THENCE N 89° 55' 02" E along said north line of the Southwest Quarter, a distance of 75.02 feet to the Center Quarter Corner of said Section 20;
THENCE N 89° 55' 18" E a distance of 331.99 feet;
THENCE S 00° 58' 51" E a distance of 664.16 feet;
THENCE S 89° 59' 37" W a distance of 326.41 feet to a point on the east line of the Southwest Quarter of said Section 20;
THENCE S 01° 09' 11" E along said East line, a distance of 1991.43 feet to the South Quarter Corner of said Section 20;
THENCE S 00° 22' 16" E alone the east line of the Northwest Quarter of Section 29, a distance of 2679.49 feet to the Center Quarter corner of said Section 29;
THENCE S 01° 23' 04" E along the east line of the Southwest Quarter of Section 29, a distance of 150.15 feet;
THENCE N 88° 49' 05" W a distance of 388.48 feet to the beginning of a curve;
THENCE 819.80 feet along a curve to the left, said curve having a central angle of 28° 54' 19", a radius of 1625.00 feet, and whose long chord bears S 76° 43' 46" W a distance of 811.13 feet to a point of tangency;
THENCE S 62° 16' 37" W a distance of 2279.84 feet to the beginning of a curve;
THENCE 381.37 feet along a curve to the right, said curve having a central angle of 26° 29' 09", a radius of 825.00 feet, and whose long chord bears S 75° 31' 11" W a distance of 377.98 feet to the beginning of a non-tangential curve;
THENCE 366.56 feet along the arc of a curve to the right, said curve having a central angle of 18° 45' 07", a radius of 1120.00 feet, and whose long chord bears S 26° 18' 16" W a distance of 364.93 feet to the point of tangency;
THENCE S 35° 40' 50" W a distance of 619.73 feet to the beginning of a curve;
THENCE 453.74 feet along the arc of a curve to the left, said curve having a central angle of 68° 24' 50", a radius of 380.00 feet, and whose long chord bears S 01° 28' 25" W a distance of 427.26 feet to the point of tangency;
THENCE S 32° 44' 00" E a distance of 453.11 feet;
THENCE S 20° 09' 44" E a distance of 370.00 feet to the beginning of a non-tangential curve,
THENCE 641.45 feet along the arc curve to the left, said curve having a central angle of 27° 38' 00", a radius of 1330.00 feet, and whose long chord bears S 56° 01' 15" W a distance of 635.25 feet to the point of tangency;
THENCE S 42° 12' 15" W a distance of 2446.55 feet;
THENCE N 47° 47' 45" W a distance of 410.00 feet to a point on the north line of the Southwest Quarter of Section 31;
THENCE N 89° 49' 44" W along said north line of the Southwest Quarter, a distance of 434.66 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 31;
THENCE N 89° 49' 44" W continuing along said north line of the Southwest Quarter, a distance of 1354.51 feet to the West Quarter corner of said Section 31;
THENCE N 00° 18' 14" W along the west line of the Northwest Quarter, a distance of 2655.51 feet to the Northwest Corner of said Section 31;
THENCE N 00° 16' 02" W along the west line of Section 30, a distance of 5308.78 feet to the Northwest Corner of Section 30;
THENCE N 89° 07' 42" E along the north line of the Northwest Quarter of said Section 30, a distance of 1344.92 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of aforesaid Section 19;
THENCE N 01° 45' 37" W a distance of 1315.09 feet;
THENCE N 51° 36' 18" E a distance of 467.51 feet;
THENCE N 00° 17' 10" E a distance of 467.01 feet to the POINT OF BEGINNING.

The above described parcel of land contains 1337.40 acres more or less and is subject to any existing easements or rights of way of record.

PROPOSED NEW CITY LIMIT LINE:

A parcel of land being a portion of Sections 19, 20, 29, 30, and 31, Township 21 South, Range 65 West of the 6th P.M. and being more particularly described as follows:

COMMENCING from the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the east-west centerline of said Section 19, N 89° 35' 25" E along said east-west centerline a distance of 2878.86 feet to the east Quarter Corner of Section 19;
THENCE N 89° 55' 02" E along the east-west centerline of Section 20, a distance of 2551.97 feet to the POINT OF BEGINNING;
THENCE N 89° 55' 02" E along said north line of the Southwest Quarter, a distance of 75.02 feet to the Center Quarter Corner of said Section 20;
THENCE N 89° 55' 18" E a distance of 331.99 feet;
THENCE S 00° 58' 51" E a distance of 664.16 feet;
THENCE S 89° 59' 37" W a distance of 326.41 feet to a point on the east line of the Southwest Quarter of said Section 20;
THENCE S 01° 09' 11" E along said East line, a distance of 1991.43 feet to the South Quarter Corner of said Section 20;
THENCE S 00° 22' 16" E alone the east line of the Northwest Quarter of Section 29, a distance of 2679.49 feet to the Center Quarter corner of said Section 29;
THENCE S 01° 23' 04" E along the east line of the Southwest Quarter of Section 29, a distance of 150.15 feet;
THENCE N 88° 49' 05" W a distance of 388.48 feet to the beginning of a curve;
THENCE 819.80 feet along a curve to the left, said curve having a central angle of 28° 54' 19", a radius of 1625.00 feet, and whose long chord bears S 76° 43' 46" W a distance of 811.13 feet to a point of tangency;
THENCE S 62° 16' 37" W a distance of 2279.84 feet to the beginning of a curve;
THENCE 381.37 feet along a curve to the right, said curve having a central angle of 26° 29' 09", a radius of 825.00 feet, and whose long chord bears S 75° 31' 11" W a distance of 377.98 feet to the beginning of a non-tangential curve;
THENCE 366.56 feet along the arc of a curve to the right, said curve having a central angle of 18° 45' 07", a radius of 1120.00 feet, and whose long chord bears S 26° 18' 16" W a distance of 364.93 feet to the point of tangency;
THENCE S 35° 40' 50" W a distance of 619.73 feet to the beginning of a curve;
THENCE 453.74 feet along the arc of a curve to the left, said curve having a central angle of 68° 24' 50", a radius of 380.00 feet, and whose long chord bears S 01° 28' 25" W a distance of 427.26 feet to the point of tangency;
THENCE S 32° 44' 00" E a distance of 453.11 feet;
THENCE S 20° 09' 44" E a distance of 370.00 feet to the beginning of a non-tangential curve,
THENCE 641.45 feet along the arc curve to the left, said curve having a central angle of 27° 38' 00", a radius of 1330.00 feet, and whose long chord bears S 56° 01' 15" W a distance of 635.25 feet to the point of tangency;
THENCE S 42° 12' 15" W a distance of 2446.55 feet;
THENCE N 47° 47' 45" W a distance of 410.00 feet to a point on the north line of the Southwest Quarter of Section 31;
THENCE N 89° 49' 44" W along said north line of the Southwest Quarter, a distance of 434.66 feet to the northeast corner of the Northwest Quarter of the Southwest Quarter of said Section 31;
THENCE N 89° 49' 44" W continuing along said north line of the Southwest Quarter, a distance of 1354.51 feet to the West Quarter corner of said Section 31;
THENCE N 00° 18' 14" W along the west line of the Northwest Quarter, a distance of 2655.51 feet to the Northwest Corner of said Section 31;
THENCE N 00° 16' 02" W along the west line of Section 30, a distance of 5308.78 feet to the Northwest Corner of Section 30;
THENCE N 89° 07' 42" E along the north line of the Northwest Quarter of said Section 30, a distance of 1344.92 feet to the Southeast corner of the Southwest Quarter of the Southwest Quarter of aforesaid Section 19;
THENCE N 01° 45' 37" W a distance of 1315.09 feet;
THENCE N 51° 36' 18" E a distance of 467.51 feet;
THENCE N 00° 17' 10" E a distance of 467.01 feet to the POINT OF TERMINUS.

SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, hereby certify that this plat and the related descriptions were prepared under my responsible charge in May, 2022

Julie N. Troutt
Professional Land Surveyor #38529

Basis of Bearings: The east-west centerline of Section 19 bears N89°35'25"E, being monumented at the intersection of State Highway No. 78 with said centerline by a 2" brass cap in concrete stamped LS12453, and at the east Quarter Corner of said Section 19 with a concrete cylinder with "X" chiseled in top. Bearings shown hereon are grid bearings of the Colorado State Plane Coordinate System, South Zone, NAD 83.

Title work provided by Land Title Guarantee Company, Order No. PBC35056015-3, bearing an effective date of August 17, 2021 at 5:00 P.M.

Parcel may be subject to easements shown in Book 1653, Page 719, Book 2524 at Page 924, and Book 2529, Page 739, exact locations unknown.

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

SHEET 1 OF 1

DATE	REVISION DESCRIPTION	BY

Southern Colorado Land Surveying, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil_3D Projects\Survey\2022\322- Annex Hwy 78\Hwy 78 Annex.dwg

BACKGROUND PAPER FOR PROPOSED RESOLUTION

COUNCIL MEETING DATE: June 13, 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 PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 479.63 ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 3, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING AND SOUTH OF JACKSON RANCH ANNEXATIONS 1 AND 2, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(a) and 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

SUMMARY:

The City Clerk received an annexation petition for a 479.63-acre area located southeast of State Highway 78 and southwest of El Camino Subdivision, 17th Filing. This Resolution will determine if the petition for annexation is valid under the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1), tables final action on the petition for a period not more than 180 days and refer the petition to the Planning and Zoning Commission for review and recommendation.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On May 12, 2022, the petitioner, RJPC, LLC ("Jackson Ranch"), submitted an annexation petition for the Jackson Ranch Annexation 3 totaling 479.63-acres. Two concurrent annexation petitions were submitted by RJPC Ranch, LLC for properties located south of Highway 78 and the El Camino residential development. Jackson Ranch Annexations 1-3 will be reviewed simultaneously to provide 1/6 contiguity with the city limits, which is necessary for annexation into the City Pueblo. Proposed land uses, within the third phase of annexation, include mixed residential development, a small mixed commercial neighborhood center, with integrated open space and trails. The total land area of all three annexations is 1,898.71-acres.

This Resolution preliminarily determines that the petition for annexation is valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1). In accordance with the procedure established in the Pueblo Municipal Code, the final action on the petition is tabled for a period of not more than one hundred eighty (180) days and the petition is referred to the Planning and Zoning Commission for review and recommendation.

FINANCIAL IMPLICATIONS:

The filing of the annexation petition and the approval of the Resolution determining the property substantially complies with the provisions of Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1) and does not result in any direct financial impact to the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

None at this point in the review process.

STAKEHOLDER PROCESS:

Copies of the Petition for Annexation will be sent by registered mail by the City Clerk, the Board of County Commissioners, the County Attorney of Pueblo County and to any school district or special district having territory within the area to be annexed. Copies of an Annexation Impact Report will be filed with all taxing entities as required by Colorado Revised Statutes.

ALTERNATIVES:

None.

RECOMMENDATION:

The City Planning staff has reviewed the annexation petition for compliance with Sections 31-12-104(1)(a) and 31-12-107(1) of the Colorado Revised Statutes and recommends that City Council preliminarily finds that the petition is valid according to Colorado Revised Statutes.

Attachments:
Proposed Resolution
Annexation Petition
Circulator's Oath
Annexation Plat

RESOLUTION NO. 14910

A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 479.63 ACRE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 3, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING, AND SOUTH OF JACKSON RANCH ANNEXATIONS 1 AND 2, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(a) and 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION

WHEREAS, a Petition for Annexation of the area described in Section 1 hereof has been filed with the City Clerk; NOW, THEREFORE,

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

SECTION 1.

The Petition for Annexation ("Petition") of the following described area situated in Pueblo County, Colorado, is hereby found and determined to be in substantial compliance with the provisions of C.R.S. §31-12-104(1)(a) and §31-12-107(1):

1. AREA TO BE ANNEXED:

A parcel of land being a portion of Section 25, Township 21 South, Range 66 West of the 6th P.M. and being more particularly described as follows:
BEGINNING at the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the north line of said Section 25, S 89° 58' 48" E a distance of 967.53 feet to the northeast corner of said Section 25;
THENCE S 00° 16' 02" E along the east line of said Section 25 a distance of 5308.78 feet to the southeast corner of Section 25;
THENCE S 89° 47' 09" W a distance of 5365.25 feet to the southwest corner of said Section 25;
THENCE N 00° 07' 04" W along the west line of the Southwest Quarter of Section 25 distance of 1856.69 feet to the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the west line of Section 25;
THENCE along said southeasterly right of way line the following four courses:

1. N 51° 32' 15" E a distance of 816.00 feet;
2. N 51° 34' 04" E a distance of 2301.30 feet;
3. N 51° 34' 38" E a distance of 1317.36 feet;
4. N 51° 35' 57" E a distance of 1152.25 feet to the POINT OF BEGINNING.

The above described parcel of land contains 479.63 acres more or less.

2. PROPOSED NEW CITY LIMITS LINE:

A parcel of land being a portion of Section 25, Township 21 South, Range 66 West of the 6th P.M. and being more particularly described as follows:
COMMENCING from the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the north line of said Section 25, S 89° 58' 48" E a distance of 967.53 feet to the northeast corner of said Section 25;
THENCE S 00° 16' 02" E along the east line of said Section 25 a distance of 5308.78 feet to the southeast corner of Section 25 to the POINT OF BEGINNING;
THENCE S 89° 47' 09" W a distance of 5365.25 feet to the southwest corner of said Section 25;
THENCE N 00° 07' 04" W along the west line of the Southwest Quarter of Section 25 distance of 1856.69 feet to the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the west line of Section 25;
THENCE along said southeasterly right of way line the following four courses:

1. N 51° 32' 15" E a distance of 816.00 feet;
2. N 51° 34' 04" E a distance of 2301.30 feet;
3. N 51° 34' 38" E a distance of 1317.36 feet;
4. N 51° 35' 57" E a distance of 1152.25 feet to the intersection of the southeasterly right-of-way line with the north line of Section 25;

THENCE S 89° 58' 48" E along the north line of said Section 25, a distance of 967.53 feet to the POINT OF TERMINUS.

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.

Final action on the Petition is hereby tabled for a period of not more than one hundred eighty (180) days and the Petition is hereby referred to the Planning and Zoning Commission for review and recommendation.

SECTION 3.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Resolution.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED June 13, 2022

BY: Sarah Martinez
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: Jackson Ranch, Annexation NO. 3

Location and size in acres: Section 25, Township 21 South,
Range 66, West of the 6th P.M., County of Pueblo, Colorado,
479.63 acres.
100 % of Owners 1; Less than 100% of owners 0
School District No. 70; Special District: see below

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.

Special Districts		
Tax ID	Authority	Levi
1600000215		
	Pueblo County	
	School District 70 General	
	School District 70 Bond Red.	
	Regional Library	
	Lower Ark Valley Water Conservation District	
	SA Pueblo Conservation District Maint. Fund	

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:

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.

1. 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
	RJPC,LLC A limited Liability Partnership 17 S Wahsatch Ave Colorado Springs, CO 80903	See Attached	5-11-22

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 11th day of May, 2022, By Raymond O'sullivan.

Witness my hand and official seal.
My commission expires: 02-17-2026.

(SEAL)

MEAGHAN FARRELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224006932
MY COMMISSION EXPIRES 02-17-2026

Meaghan Farrell
Notary Public (or official title)

Exhibit A
Jackson Ranch, Annexation NO. 3

A parcel of land being a portion of Section 25, Township 21 South, Range 66 West of the 6th P.M. and being more particularly described as follows:

BEGINNING at the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the north line of said Section 25, S 89° 58' 48" E a distance of 967.53 feet to the northeast corner of said Section 25;

THENCE S 00° 16' 02" E along the east line of said Section 25 a distance of 5308.78 feet to the southeast corner of Section 25;

THENCE S 89° 47' 09" W a distance of 5365.25 feet to the southwest corner of said Section 25;

THENCE N 00° 07' 04" W along the west line of the Southwest Quarter of Section 25 distance of 1856.69 feet to the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the west line of Section 25;

THENCE along said southeasterly right of way line the following four courses:

1) N 51° 32' 15" E a distance of 816.00 feet;
2) N 51° 34' 04" E a distance of 2301.30 feet;
3) N 51° 34' 38" E a distance of 1317.36 feet;
4) N 51° 35' 57" E a distance of 1152.25 feet to the POINT OF BEGINNING.

The above described parcel of land contains 479.63 acres more or less

STATEMENT OF AUTHORITY

Pursuant to C.R.S. §38-30-172, the undersigned hereby executes this Statement of Authority on behalf of RJPC, LLC,

a, Colorado Limited Liability Co., an entity other than an individual, capable of holding title to real property (the "Entity"), and states as follows:

The name of the Entity is RJPC, LLC
a Colorado Limited Liability Company
(state type of entity and state, country, or other governmental authority under whose laws such entity is formed)

The mailing address for the Entity is 19 South Wahsatch Avenue
Colorado Springs, CO 80903

The name or position of the person authorized to execute instruments conveying, encumbering, or other affecting title to real property on behalf of the Entity is: Raymond F. O'Sullivan, Manager

The limitations upon the authority of the person named above or holding the position described above to bind the Entity are as follows: None

(if no limitations, insert "None")

Other matters concerning the manner in which the Entity deals with any interest in real property are:

(if no other matters, leave this section blank)

EXECUTED this 11th day of May, 2022.

Signature: Ray F. O'Sull

Name (typed or printed): Raymond F. O'Sullivan

Title (if any): Manager

STATE OF Colorado)
) ss.
COUNTY OF El Paso)

The foregoing instrument was acknowledged before me this 11th day of May, 2022 by Raymond O' Sullivan, on behalf of RJPC, LLC, a Colorado Limited Liability Company.

Witness my hand and official seal.

My commission expires: 02-17-2026

[SEAL]

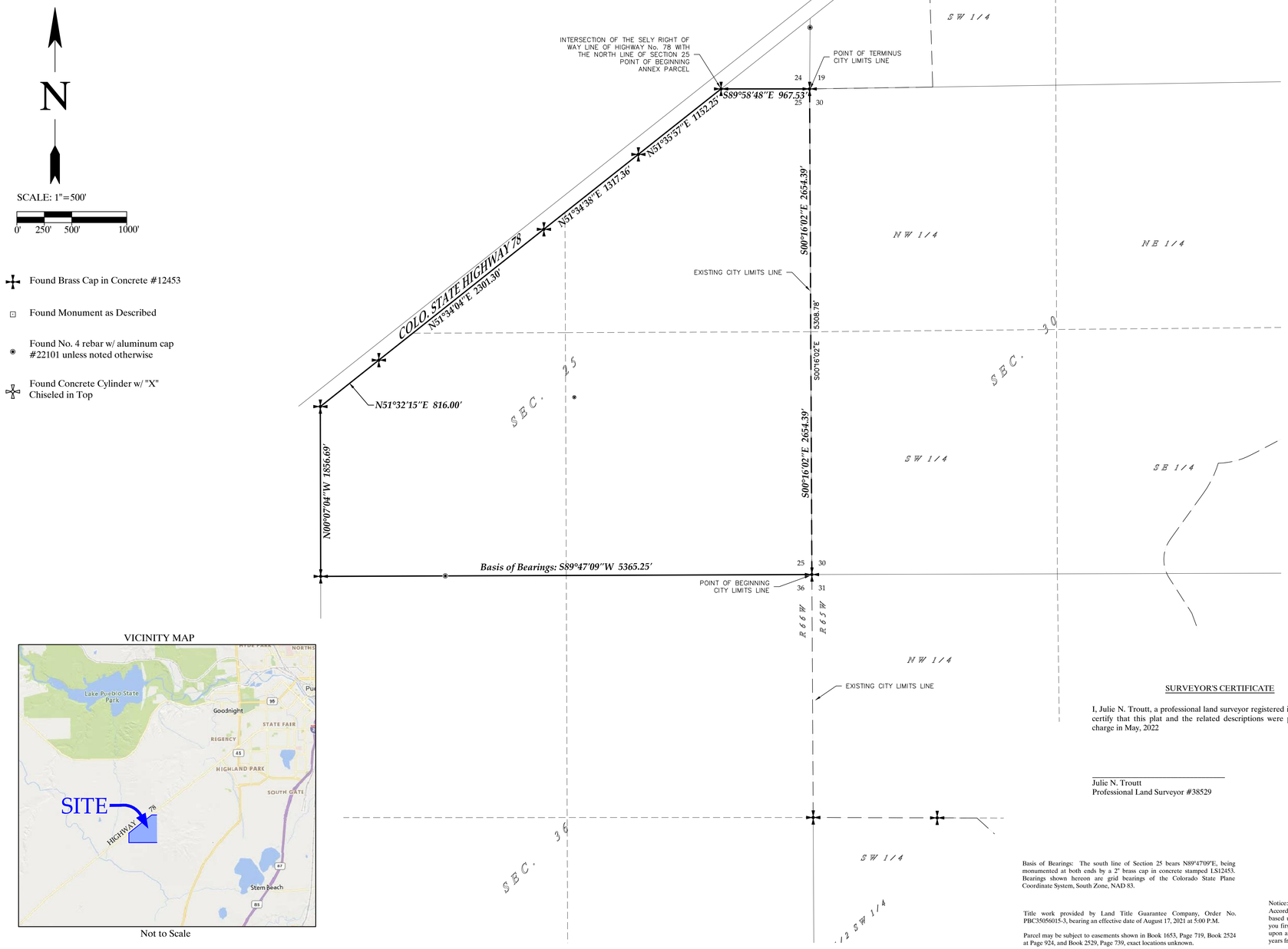
MEAGHAN FARRELL
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224006932
MY COMMISSION EXPIRES 02-17-2026

Meaghan Farrell
Notary Public

DPW 116
02/07/02

ANNEXATION

In a Portion of Section 25,
Township 21 South, Range 66 West of the 6th P.M.,
County of Pueblo, State of Colorado



VICINITY MAP

Not to Scale

ANNEXATION PARCEL:

A parcel of land being a portion of Section 25, Township 21 South, Range 66 West of the 6th P.M. and being more particularly described as follows:

BEGINNING at the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the north line of said Section 25, S 89° 58' 48" E a distance of 967.53 feet to the northeast corner of said Section 25;
THENCE S 00° 16' 02" E along the east line of said Section 25 a distance of 5308.78 feet to the southeast corner of Section 25;
THENCE S 89° 47' 09" W a distance of 5365.25 feet to the southwest corner of said Section 25;
THENCE N 00° 07' 04" W along the west line of the Southwest Quarter of Section 25 distance of 1856.69 feet to the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the west line of Section 25;
THENCE along said southeasterly right of way line the following four courses:
N 51° 32' 15" E a distance of 816.00 feet;
N 51° 34' 04" E a distance of 2301.30 feet;
N 51° 34' 38" E a distance of 1317.36 feet;
N 51° 35' 57" E a distance of 1152.25 feet to the POINT OF BEGINNING.

The above described parcel of land contains 479.63 acres more or less

PROPOSED NEW CITY LIMIT LINE:

A parcel of land being a portion of Section 25, Township 21 South, Range 66 West of the 6th P.M. and being more particularly described as follows:

COMMENCING from the intersection of the southeasterly right of way line of Colorado State Highway No. 78 with the north line of said Section 25, S 89° 58' 48" E a distance of 967.53 feet to the northeast corner of said Section 25;
THENCE S 00° 16' 02" E along the east line of said Section 25 a distance of 5308.78 feet to the southeast corner of Section 25 to the POINT OF BEGINNING;
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N 51° 34' 38" E a distance of 1317.36 feet;
N 51° 35' 57" E a distance of 1152.25 feet to the intersection of the southeasterly right-of-way line with the north line of Section 25;
THENCE S 89° 58' 48" E along the north line of said Section 25, a distance of 967.53 feet to the POINT OF TERMINUS.

SURVEYOR'S CERTIFICATE

I, Julie N. Troutt, a professional land surveyor registered in the State of Colorado, hereby certify that this plat and the related descriptions were prepared under my responsible charge in May, 2022

Julie N. Troutt
Professional Land Surveyor #38529

Basis of Bearings: The south line of Section 25 bears N89°47'09"E, being monumented at both ends by a 2" brass cap in concrete stamped LS12453. Bearings shown hereon are grid bearings of the Colorado State Plane Coordinate System, South Zone, NAD 83.

Title work provided by Land Title Guarantee Company, Order No. PBC35056015-3, bearing an effective date of August 17, 2021 at 5:00 P.M.

Parcel may be subject to easements shown in Book 1653, Page 719, Book 2524 at Page 924, and Book 2529, Page 739, exact locations unknown.

Notice:
According to Colorado Law, you must commence any legal action based upon any defect in this survey within three (3) years after you first discover such defect. In no event, may any action based upon any defect in this survey be commenced more than ten (10) years from the date of certification shown hereon.

SHEET 1 OF 1

DATE	REVISION DESCRIPTION	BY

Southern Colorado Land Surveying, Inc.
184 S. Tiffany Dr., Ste. 106
Pueblo West, CO 81007
719-542-9169

D:\Civil 3D Projects\Surveys\2022\S22 - Annex Hwy 78\Hwy 78 Annex.dwg

City Clerk's Office Item # M-10

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: June 13, 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 RATIFYING PACOG'S JOINT APPOINTMENTS OF ANDREW HAYES AND ROBERT LEVERINGTON TO THE PUEBLO REGIONAL BUILDING – BUILDING BOARD OF APPEALS

SUMMARY:

This resolution ratifies the joint City-County appointment of an engineer to the Regional Building Commission's Building Board of Appeals to serve a three-year term expiring July 1, 2025 and an experienced person to complete a three-year term expiring July 1, 2024.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Pueblo Regional Building Commission are made on an annual basis selecting individuals to serve three-year terms expiring on July 1st of each year. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There are three total vacancies on the Pueblo Regional Building – Building Board of Appeals. There is a vacancy for an Experienced Person expiring July 1, 2024, a vacancy for General Contractor expiring July 1, 2024, and a vacancy for and Engineer expiring July 1, 2025.

The City coordinated the promotion of the vacancies and received two applications.

Following the PACOG meeting on May 26, 2022, the BOCC and City Council members reviewed the applications and appointed Robert Leverington to the engineer position and Andrew Hayes to the experienced person position.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Proposed Resolution

RESOLUTION NO. 14911

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT OF ANDREW HAYES AND ROBERT LEVERINGTON TO THE PUEBLO REGIONAL BUILDING – BUILDING BOARD OF APPEALS

WHEREAS, this Resolution ratifies the joint appointment made following the PACOG meeting on May 26, 2022, by City-County Representatives who were present; NOW, THEREFORE;

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

SECTION 1.

The following individual is hereby appointed to the Pueblo Regional Building – Building Board of Appeals to complete a three-year term expiring July 1, 2024 as an experienced person.

Andrew Hayes

SECTION 2.

The following individual is hereby appointed to the Pueblo Regional Building – Building Board of Appeals to serve a three-year term expiring July 1, 2025 as an engineer.

Robert Leverington

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final passage.

INTRODUCED June 13, 2022

BY: Sarah Martinez
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: Saturday, April 23, 2022 8:29:22 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	4/23/2022
BOARD OR COMMISSION	Building Board of Appeals
Contact Information	
FIRST NAME	Andrew
LAST NAME	Hayes
HOME ADDRESS	5 Carnoustie Court
CITY	Pueblo
STATE	CO
ZIP	81001
OFFICE ADDRESS	211 E. D Street
CITY	Pueblo
STATE	CO
ZIP	81001
DAYTIME PHONE	719-252-4874
E-MAIL ADDRESS	ahayes@pueblo.us
ARE YOU CURRENTLY EMPLOYED WITH	YES

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Director of Public Works

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.	I have over 24 years of experience in construction, engineering, and facilities management. As a Colorado-licensed professional engineer, I possess the required qualifications necessary to serve as the engineer member on the Building Board of Appeals.
2. Why are you interested in being appointed to this Board or Commission?	The Building Board of Appeals is responsible for hearing cases related to complaints against licensed contractors as well as adjudicating construction issues that may not be directly addressed in adopted building codes. These are both challenging situations that require experienced professionals. Serving on this Board would be both an interesting and a rewarding experience.
3. What Goals would you like to see this Board or Commission accomplish?	This board's authority is limited to specific types of cases and hearings. I would not be pushing for any specific agenda or adoption of any particular policy objective. However, I am willing and able to offer my professional services to the Board to carry out its mission.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	None.

(Section Break)

Upload résumé, references and/or other pertinent information	Resume (Apr 2022).pdf

Email not displaying correctly? View it in your browser.

Andrew E. Hayes, P.E.
Director of Public Works; City of Pueblo, Colorado
211 E. D Street; Pueblo, CO 81003
719-553-2267 --- ahayes@pueblo.us
www.linkedin.com/in/aehayes

PROFESSIONAL SUMMARY

Colorado-licensed professional civil engineer with over 24 years of progressive public works, engineering, utilities management, and public works leadership experience. Established track record of safe, successful, on-time, and on-budget execution of municipal public works and engineering programs through dynamic fiscal and policy environments. Highly proficient at bringing diverse groups of stakeholders (internal and external) together to facilitate positive outcomes.

RELEVANT EXPERIENCE

Director of Public Works, City of Pueblo, Colorado
Currently lead a 68-member department in the execution of City programs that include engineering and capital improvements, transportation, streets maintenance, traffic operations and maintenance, facilities management, solid waste, and other municipal programs.

- Directly manage a departmental annual budget of $9M and a capital improvements and construction management portfolio valued at more than $21M
- Seek opportunities for projects or expansion of City services that benefit Pueblo citizens by applying for more than $34M in infrastructure project, planning, and other program grants
- Instituting a streets asset management program that will assist in the development of long-range maintenance plans for over 500 miles of City streets
- Developing new facilities asset management program to provide data necessary to successfully manage the operation and maintenance of 1.5M square feet of City-owned facility space
- Closely coordinate infrastructure construction and development projects with other City departments

Director of Public Works, Public Works Department Singapore
Led a 200-person team comprised of civilian, military, and contractor employees in executing a broad range of public works functions including facilities management, engineering, transportation, environmental compliance, air operations, supply and material management, family and bachelor housing, lodging, real estate, procurement, and host nation liaison support to facilitate US military operations ashore in Singapore.

- Led strategic facilities planning efforts in support of US military interests in Navy Region Singapore
- Directly responsible for execution of a $7.3M/year base operations support (BOS) contract
- Executed a $6M/year construction and facility maintenance program
- Responsible for coordination and execution of $1.8M/year housing lease for US Forces in Singapore
- Served as facilities/environmental program manager, responsible for direct oversight, planning, and execution of a $6.8M annual budget
- Constructed a 2,500 SF ship maintenance facility in nine months from concept to completion – 100% on time and on budget – facilitating an accelerated strategic ship deployment schedule
- Cultivated close working relationships and fostered engagement between stakeholders (including internal employees and divisions, other departments, outside agencies, and the public).

Engineering, Construction, Facilities Services, and Procurement Director, Public Works Department Atsugi, Japan
Led a 38-person team (including military, DoD civilian, and host nation employees) in the planning, acquisition, and execution of all contracted engineering design, construction, and facility support services (grounds maintenance, solid waste, streets, transportation, at Naval Air Facility Atsugi, Japan. Project portfolio included as many as 90 simultaneous active construction or repair projects. Examples include:

- Direct management of over 20 facility service and construction contracts in the execution of a $20M annual construction budget and $6M annual facility support services budget
- Constructed a $5.5M Golf Course Clubhouse and Restaurant facility
- Constructed an $8M expansion to the Navy Exchange retail store
- Renovated a 1940's-era aircraft hangar including fire suppression, architectural, electrical, mechanical, and minor structural upgrades valued at $10M

Facilities Management, Transportation (Fleet), and Utilities Division Director, Public Works Department Atsugi, Japan

Led a 120-person team (including military, DoD civilian, and host nation employees) in providing a broad spectrum of facilities operations and maintenance services, utilities operations and maintenance services (water, wastewater, electrical, steam, and natural gas), and transportation services to a Navy installation (and three remote sites) with a population of approximately 10,000 people.

- Operated and maintained over 250 facilities that included administration, operations, training, family and bachelor housing, retail/commercial, industrial, and specialized airfield facilities
- Operated water and wastewater treatment plants and distribution/collection systems
- Operated an electrical transmission and distribution system and managed an energy
- Operated a steam plant and steam distribution system providing centralized heat to
- Managed the operation and maintenance of a fleet of over 100 vehicles and pieces of heavy equipment that included bus transportation and mobile crane operations

Senior Critical Infrastructure Risk and Resilience Specialist and Project Manager, Launch! Consulting, Richmond, VA

Served as a critical infrastructure resilience subject matter expert and consultant to over 25 municipalities located throughout the United States, providing services to enhance municipalities' resilience and ability to respond to natural disasters and human-caused emergency events.

- Led the completion of all-threat/hazard risk and resilience assessments for municipal water and wastewater systems across the country serving populations between 50,000 and 2,500,000 customers
- Developed Emergency Response Plans for municipal water and wastewater systems and facilitated training and tabletop exercises to test and validate the emergency response plans, resources, and capabilities both during and in the immediate aftermath of an emergency scenario
- Assisted in the development of new and updated continuity of operations plans, pandemic response plans, and other resiliency-related services to municipal clients
- Facilitated engagement among diverse groups of stakeholders to enhance community resilience.

EDUCATION AND QUALIFICATIONS

- M.S. Civil Engineering – Clemson University
- B.S. Civil Engineering – University of Colorado at Denver
- Energy Management Diploma – North Carolina State University
- Registered Professional Engineer (Colorado Registration #: 45948)
- Department of Defense Acquisition Career Field Certifications in Contracting (Level III), Facilities Management (Level II), and Program Management (Level II)

city of PUEBLO colorado

CITY CLERK
APR 27 2022
Received

Application for Appointment

BOARD OR COMMISSION Building Board of Appeals

DATE April 27, 2022 DEADLINE TO SUBMIT: _____

Please type or clearly print the following information.

NAME: Robert Leverington

HOME ADDRESS: 10 Knightsbridge Place, Pueblo, CO 81001

OFFICE ADDRESS: 517 West 5th Street, Suite 102, Pueblo, CO 81003

DAYTIME PHONE: 543-5300

E-MAIL ADDRESS: rob@leveringtonassociates.net

ARE YOU CURRENTLY EMPLOYED WITH THE CITY OF PUEBLO? no

OCCUPATION (or if RETIRED, your previous occupation): Civil Engineer

Please type or clearly print the following questions.
Feel free to use additional paper, but limit responses to one page per question.

1. Please list your areas of accomplishments that you feel could assist the mission of this Board or Commission.

Colorado Professional Engineer, Colorado Professional Land Surveyor, Bachelor of Science in Civil Engineering, Master of Science in Civil Engineering.

2. Why are you interested in being appointed to this Board or Commission?

Best position for service to community.

City Clerk's Office Item # M-11

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: June 13, 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 A CATHERINE ALLEN TO THE HOUSING AUTHORITY OF THE CITY OF PUEBLO BOARD OF DIRECTORS – PUBLIC HOUSING RESIDENT

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to the Housing Authority of the City of Pueblo Board of Directors to complete a five-year term expiring July 1, 2027. Pursuant to C.R.S. § 29-4-205 (3.5) states in part that one member must a resident of public housing.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Housing Authority of the City of Pueblo Board of Directors 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 removal Jack Pietrzak in 2020 there is one spot available for a community member to serve a five-year term expiring July 1, 2027 on the Housing Authority of the City of Pueblo Board of Directors.

Following an announcement on the City's webpage, social media, and in the Pueblo Chieftain seeking volunteers to serve on this committee, one application was received which qualified as a public housing resident.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

Luanne Beard with Housing has confirmed that Ms. Allen qualifies for the Public Resident vacancy.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Proposed Resolution
Application

RESOLUTION NO. 14912

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF A CATHERINE ALLEN TO THE HOUSING AUTHORITY OF THE CITY OF PUEBLO BOARD OF DIRECTORS – PUBLIC HOUSING RESIDENT

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Catherine Allen to the Housing Authority of the City of Pueblo – Public Resident to complete a five-year term expiring July 1, 2027; NOW, THEREFORE;

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

SECTION 1.

The following individual is hereby appointed to the Housing Authority of the City of Pueblo Board of Directors – Public Housing Resident to complete a five-year term expiring July 1, 2027.

Catherine Allen

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED June 13, 2022

BY: Sarah Martinez
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: Wednesday, May 4, 2022 4:54:00 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	5/4/2022
BOARD OR COMMISSION	Housing Authority of the City of Pueblo
Contact Information	
FIRST NAME	Catherine
LAST NAME	Allen
HOME ADDRESS	Mailing: 140 W 29th St #139
CITY	Pueblo
STATE	CO
ZIP	81008
OFFICE ADDRESS	*Field not completed.*
CITY	*Field not completed.*
STATE	*Field not completed.*
ZIP	*Field not completed.*
DAYTIME PHONE	719-248-9586
E-MAIL ADDRESS	cathyaapmi@yahoo.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Probation Officer

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.	My current resume only highlights the past few years of my life. I also have experience in the apartment business. I managed a small 14 unit complex in California, for a private owner. Within a few months, the owners ask me to take on a second property of 45 units. After a year, I was asked to oversee the interior and exterior renovations for the 45 unit property. When my husband received a job offer in Alabama, I gave the owners my notice. They offered me a bonus to stay on until the renovations were completed. I accepted their generous offer and was able to see the renovations completed earlier than expected. While living in Alabama, another apartment management opportunity presented itself. This time, it was as the Operations Manager of a 422 unit, new build, private luxury community called The Kenley. The Kenley was a gated community on a private lake. This community catered to the wealthier clientele, who found themselves between having sold their million-dollar homes while their new custom homes had not yet been completed. The largest unit was over 2,400 square feet with attached 2 car garages. The smaller units were furnished business rentals for executives moving into the area. This position involved great communication between residents, vendors, and staff. Since the corporate office was based in Houston, Texas, the ability to assemble a team of service oriented staff was imperative. Being able to meet client expectations and coordinate move-ins based on projected completion dates and make decisions as needed when those dates would have to be changed, gave me the opportunity to practice excellent customer service, while adhering to company policies and procedures. I pride myself on over 40 years of outstanding customer relations experience. I have a vast range of life experiences that have taught me how to de-escalate volatile situations, the value of respect for all, and to lead by example.
2. Why are you interested in being appointed to this Board	I am a success story! I want others to be able to say that as well! I believe I have a unique perspective on housing. Due to

or Commission?	Domestic Violence, I found myself in a Domestic Violence shelter. When an apartment became available in the Sangre de Cristo community, my daughter, granddaughter, (also victims of Domestic Violence) and I were able to make a home. Satisfying this simple basic need allowed me to continue with my college education. I was able to graduate from the Respiratory Therapy program through Pueblo Community College. Unfortunately, before I escaped my abusive husband, I was permanently injured and unable to practice as a Respiratory Therapist. This meant starting over again. I am proud to say, that I didn't give up! I finished the additional requirements necessary to transfer to CSU-Pueblo within a year. In May 2021, I graduated with highest honors, with dual Bachelor of Science degrees in Sociology and Criminology. I began the next chapter of my life at T. I. Probation Services in Colorado Springs in January 2021, as an intern and upon graduation became a Probation Officer. My family was moved into the Mountain View Townhomes last May. As a participant of another program, I was able to build some financial stability as I rejoined the workforce. I am convinced that having secure housing was a major contributor to my success.
3. What Goals would you like to see this Board or Commission accomplish?	To change the stigma associated with living in public housing, through education, training and increased communication between residents and staff. To build a sense of community and pride among neighbors. To educate residents on available resources and emergency procedures. Increase safety by encouraging positive relationships between residents and law enforcement. Assist in implementing programs and/or policies to enhance the successfulness of transitioning from resident dependence to resident independence.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	I served as a Board Member of the Pueblo Hispanic Education Foundation, as the recipient of the PHEF Board Scholar scholarship. I have represented the students of the Colorado Community College System as a State student Advisory Counsel Vice Chair, during which time we successfully worked a bill through the State Legislative process. I am committed to being a part of making Pueblo the best community in Colorado! And, I believe that is through stable

	housing!
	(Section Break)
Upload résumé, references and/or other pertinent information	Catherine Allen Resume 2021.doc

Email not displaying correctly? View it in your browser.

Pueblo, CO 81004
719-248-9586
cathyaapmi@yahoo.com

CATHERINE ALLEN

EDUCATION

Colorado State University, Pueblo, CO
- Dual Bachelor of Science Degrees in Sociology & Criminology 2021

Pueblo Community College, Pueblo, CO
- Associate of General Studies, Transfer Degree 2019
- Associate of Applied Studies, Respiratory Care Practitioner 2018

ACADEMIC ACHIEVEMENTS

Colorado State University, Pueblo, CO
- Graduated Summa Cum Laude, 4.00 GPA
- Golden Key International Honour Society
- National Society of Leadership and Success, Sigma Alpha Pi Chapter

Pueblo Community College, Pueblo, CO
- President's List, 4.00 GPA
- Phi Theta Kappa Honor Society, Alpha Rho Theta Chapter
- Colorado Community College System, State Student Advisory Council, Vice Chair

VOLUNTEERISM

Pueblo Hispanic Education Foundation, Pueblo, CO
- PHEF fundraising events

Pueblo Community College, Pueblo, CO
- PCC Panther Student Pantry volunteer/trainer
- PCC Scholarship Foundation fundraising volunteer

Sangre de Cristo Hospice Estate Store, Pueblo, CO
- Customer service, sales, and cashier

WORK EXPERIENCE

T I Probation Services, Colorado Springs, CO
- **Probation Officer** 2021 to Present
  Probation supervision case management for 220 clients
  Reports to 4th Judicial District, El Paso/Teller County Combined Courts
  Compose court documents and appear before County and District Justices

Colorado State University-Pueblo, Pueblo, CO
- **Teaching Assistant** 2019-2021
  Sociology Department, Aaron S. Johnson, PhD.
- **Student Affairs Assistant** 2019-2020
  Part-time work study position

Pueblo Community College, Pueblo, CO
- **PCC Police Department Administrative Assistant** 2018-2019
  Part-time work study position answering phones and dispatching officers as needed, directing visitors and students on campus, issuing IDs and parking permits.
- **STEM Center Receptionist** 2017
  Part-time work study position greeting students and staff to the STEM Center.
- **Disability Resources Student Aide** 2016
  Part-time student hourly note taker for a visually impaired student.
- **Student Mentor** 2016
  Part-time work study position mentoring a class of math students. Motivating students through coaching relationships; referring students to resources, tutors and school organizations.

MILITARY SERVICE

California Air National Guard, Honorable Discharge, 1982
United States Air Force Reserve, (Inactive), Honorable Discharge, 1987

City Clerk's Office Item # M-12

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: June 13, 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 CHERYL SPINUZZI TO THE PLANNING AND ZONING COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to the Planning and Zoning Commission to serve four-year terms expiring July 1, 2026.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Planning and Zoning Commission selecting individuals to serve terms which expire during a 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 of Cheryl Spinuzzi and Patrick Avalos, there are two spots available to serve a four-year term expiring July 1, 2026 on the Planning & Zoning Commission.

Following an announcement on the City's webpage, social media, and in the Pueblo Chieftain seeking volunteers to serve on this committee, one application was received from Ms. Spinuzzi. Ms. Spinuzzi is eligible for reappointment.

FINANCIAL IMPLICATIONS:

Planning and Zoning Commission Members receive as compensation $25.00 for each regular or special meeting attended. The Chairman of the Board receives as additional compensation the sum of $50.00 per month for each month of service as Chairman. These monies are allocated in the Planning and Community Development's annual budget.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Proposed Resolution
Application

RESOLUTION NO. 14913

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF CHERYL SPINUZZI TO THE PLANNING AND ZONING COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Cheryl Spinuzzi to the Planning and Zoning Commission to serve a four-year term expiring July 1, 2026; NOW, THEREFORE;

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

SECTION 1.

The following individual is hereby reappointed to the Planning and Zoning Commission to serve a four-year term expiring July 1, 2026.

Cheryl Spinuzzi

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED June 13, 2022

BY: Sarah Martinez
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: Thursday, May 12, 2022 7:53:12 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	5/11/2022
BOARD OR COMMISSION	Planning & Zoning Commission
Contact Information	
FIRST NAME	Cheryl
LAST NAME	Spinuzzi
HOME ADDRESS	5531 Ventana Court
CITY	Pueblo
STATE	Co
ZIP	81005
OFFICE ADDRESS	*Field not completed.*
CITY	*Field not completed.*
STATE	*Field not completed.*
ZIP	*Field not completed.*
DAYTIME PHONE	719-821-9766
E-MAIL ADDRESS	cherylspinuzzi@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH	YES

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Retired Office Manager

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.	I worked as office manager which involved accounting, purchasing, executing contracts, finance, budgeting, Human Resources and managing employees. Working in a title office for two years gave me a basic knowledge of real estate, closings and legal documents related to real estate. At Alpha Beta Packing, I worked in shipping, personnel, telephone operator and finally in the computer room.
2. Why are you interested in being appointed to this Board or Commission?	I feel I have made a contribution to the Planning and Zoning Commission and would like to continue my service on the Board.
3. What Goals would you like to see this Board or Commission accomplish?	Steady and controlled growth for the City of Pueblo. The Planning and Zoning Department is well run and has the best interest of the City in mind. I want to continue to see Pueblo grow but maintain our quality of life.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	I hope to have proven myself as a valuable member of the Commission during my tenure. The opportunity to continue my service is my request.

(Section Break)

Upload résumé, references and/or other pertinent information	*Field not completed.*

Email not displaying correctly? View it in your browser.

City Clerk's Office Item # M-13

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: June 13, 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 SUZANNE KUEHN TO THE HISTORIC PRESERVATION COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to the Historic Preservation Commission to complete a four-year term expiring January 1, 2025.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Historic Preservation Commission selecting individuals to serve terms which expire during a 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 resignations of Jason Falsetto and Angela Rayne, there are two appointments available to serve a four-year term on the Historic Preservation Commission.

Following an announcement on the City's webpage and social media seeking volunteers to serve on this committee, one application was received from Ms. Kuehn.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Proposed Resolution
Application

RESOLUTION NO. 14914

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF SUZANNE KUEHN TO THE HISTORIC PRESERVATION COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Suzanne Kuehn to the Historic Preservation Commission to complete a four-year term expiring January 1, 2025; NOW, THEREFORE;

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

SECTION 1.

The following individual is hereby appointed to the Historic Preservation Commission to complete a four-year term expiring January 1, 2025.

Suzanne Kuehn

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED June 13, 2022

BY: Sarah Martinez
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, May 16, 2022 4:37:43 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	5/16/2022
BOARD OR COMMISSION	Historic Preservation Committee
Contact Information	
FIRST NAME	Suzanne
LAST NAME	Kuehn
HOME ADDRESS	619 Polk Street
CITY	Pueblo
STATE	CO
ZIP	81004
OFFICE ADDRESS	N/A
CITY	Pueblo
STATE	CO
ZIP	81004
DAYTIME PHONE	4235576877
E-MAIL ADDRESS	suzanne.kuehn@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Former Executive Director of the Johnson City Development Authority, Johnson City, TN - Now Retired
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.	-Architectural History Degree - Syracuse University -Syracuse Model Neighborhood Assistant Director of Housing Restoration -The City of Daytona Beach - Redevelopment Officer and Economic Developer Administrator -The City of Cape Coral, FL - Community Redevelopment Director -Johnson City Development Authority - Executive Director Downtown Redevelopment Personal restoration of 7 historic homes and 1 barn dating is ages from 1818 to my current home in Pueblo's Historic District. Former member of the Volusia County Florida Historic Preservation Board and President of the Florida Redevelopment Association.
2. Why are you interested in being appointed to this Board or Commission?	Having just moved here from Jonesborough, TN (Tennessee's oldest town) I want to learn more of Pueblo's historic districts and its history. I love old buildings and Pueblo has so many that I would like to help preserve.
3. What Goals would you like to see this Board or Commission accomplish?	Use common sense when dealing with the unknown problems that restoration of historic buildings can bring about.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	I am retired and can devote more time to the issues that may confront the board.
(Section Break)	
Upload résumé, references and/or other pertinent information	*Field not completed.*

Email not displaying correctly? View it in your browser.

City Clerk's Office Item # M-14

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: June 13, 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 BY THE MAYOR OF KIM ARCHULETTA AND TOM ROSE TO THE RETAIL AND MEDICAL MARIJUANA LICENSING AUTHORITY

SUMMARY:

This Resolution confirms the appointment by the Mayor of members to the Retail and Medical Marijuana Licensing Authority to serve a four-year term expiring July 1, 2026.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Retail and Medical Marijuana Licensing Authority selecting individuals to serve terms which expire during a 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 of Kim Archuletta and Tom Rose, there are 2 spots available for a member to serve a four-year term on the Retail & Medical Marijuana Licensing Authority.

Following an announcement on the City's webpage and social media and in the Pueblo Chieftain seeking volunteers to serve on this committee, four applications were received. Mayor Gradisar reviewed the applications and met with the board liaison. Both Kim Archuletta and Tom Rose were selected for reappointment.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Proposed Resolution
Applications

RESOLUTION NO. 14915

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF KIM ARCHULETTA AND TOM ROSE TO THE RETAIL AND MEDICAL MARIJUANA LICENSING AUTHORITY

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Kim Archuletta and Tom Rose to the Retail and Medical Marijuana Licensing Authority to serve a four-year term expiring July 1, 2026; NOW, THEREFORE;

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

SECTION 1.

The following individuals are hereby appointed to the Retail and Medical Marijuana Licensing Authority to serve a four-year term expiring July 1, 2026.

Kim Archuletta

Tom Rose

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED June 13, 2022

BY: Sarah Martinez
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: Wednesday, May 11, 2022 3:42:23 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	5/11/2022
BOARD OR COMMISSION	Marijuana Licensing Authority
Contact Information	
FIRST NAME	Kim
LAST NAME	Archuletta
HOME ADDRESS	6 Endeavor Ln
CITY	Pueblo
STATE	CO
ZIP	81001
OFFICE ADDRESS	*Field not completed.*
CITY	*Field not completed.*
STATE	*Field not completed.*
ZIP	*Field not completed.*
DAYTIME PHONE	719-406-5888
E-MAIL ADDRESS	kim.archuletta@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Deed Title Specialist

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.	I currently chair the current Medical/Retail Licensing Authority for the City of Pueblo and I also chair the Pueblo County Liquor and Marijuana Board. I am very knowledgeable in both State and Local laws/codes when it comes to marijuana. I also worked in the cannabis industry for approximately two years. This knowledge has been a great asset to the board when it comes to understanding processes and procedures that are very unique.
2. Why are you interested in being appointed to this Board or Commission?	I want to continue to serve on this board so that I can ensure public safety and compliance. I want to continue to work closely with license holders and City staff to ensure that this industry continues to be compliant and thrive.
3. What Goals would you like to see this Board or Commission accomplish?	I would like to continue to be able to educate board members with my knowledge of the industry as a whole. I would like to ensure that all fees and processes are feasible for both the license holder and the City of Pueblo. I would like to continue to grow with this ever changing industry and make any new ordinance as we see fit as it changes: for example: drive through services, deliveries and possible consumption lounges and possible expansion or more licenses allowed.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	As stated above I have two years of experience in the cannabis industry and four years experience on the board.

(Section Break)

Upload résumé, references and/or other pertinent information	Kimberly K. Archuletta 1.7.22.docx

Email not displaying correctly? View it in your browser.

KIMBERLY ARCHULETTA

6 Endeavor Lane ▪ Pueblo, CO 81001 ▪ (719) 406-5888 ▪ kim.archuletta@gmail.com

Professional Summary

Highly motivated, skillful administrative professional with 10+ years of relevant, progressive experience as well as a bachelor's degree in Business Administration. Multi-faceted competencies include but are not limited to; budget management, customer service, data maintenance, sales, state regulatory compliance, FMLA, Workers Compensation and Benefits administration, training and supervising, accounts receivable/accounts payable, facilities management, conflict resolution, creative problem solving, banking, notary public. Excellent interpersonal, written and verbal communications skills. Proficient at building and maintaining positive professional relationships.

Work Experience

Deed Specialist ***2018 – Present***

Pueblo County Treasurer- Pueblo, CO

- Provide customer service to all tax buyers and assessed owners during the deed process
- Calculate taxes including fees, interest and other related charges to taxpayer
- Prepare legal deeds to convey property records to determine those in jeopardy of losing their property and notifying them so a clear deed can be legally conveyed
- Research property records to establish a chain of title
- Determine surface owners and oil, gas and mineral owners coterminous to consolidate into one parcel
- Prepare legal notices for advertising, posting and certified mailing
- Track expenses incurred by lien holder applying for Treasurer's Deed

Universal Banker ***December 2017 – April 2018***

Vectra Bank- Pueblo, CO

- Performed full-service banking with a primary focus on sales and service to new and existing customers within the branch, with the ability to perform cash transactions
- Processed loan documents for refinances & home equity lines of credit
- Established, expand and maintain a strong customer relationship
- Meet/exceed sales and referral goals and meet/exceed individual and branch goals

Office Manager ***February 2016 – December 2017***

The Herbal Garden- Pueblo, CO

- Onboarded all new hire and managed and maintained personnel records
- Conducted annual performance reviews of employees
- Complied with all city and state regulations and policies
- Ensured all Standard Operating Procedures were being followed
- Filed use tax and excise tax with the city and state
- Maintained Business Operating Account through QuickBooks and managed all A/R and A/P
- Filed all necessary renewal paperwork with the state and city to keep license current
- Prepared necessary documents for quarterly bank audits & city tax audits, successfully passing all local jurisdiction and state audits

Executive Assistant, Facilities Management ***November 2012 – February 2016***
Pueblo City Schools- Pueblo, CO

- Managed all Facilities Management budgets, including Capital Reserve funds, as well as maintenance of accurate accounting records for all such funds
- Liaison between numerous vendors and Pueblo City Schools for Capital Projects
- Processed payment applications, accounts receivable and payable, generated purchase orders for vendors
- Worked directly with Chief Financial Officer and Director of Facilities to strategically manage and plan budgets for upcoming fiscal school year
- Made travel arrangements, managed multiple calendars and reconciled procurement cards
- Worked directly with legal counsel to prepare contracts and settle claims through insurance pool

Educational Support ***September 2011 – November 2012***
Pueblo City Schools- Pueblo, CO

- Analyzed and maintained various natures of student data
- Processing high volume of invoices and creating purchase orders for vendors
- Ensuring proper compliance with internal policies as well as state regulations and procedures
- Promoted to Executive Assistant within 14 months of employment

Senior Banker ***August 2005 – October 2009***
US Bank- Pueblo, CO

- Health Savings Account Specialist designated to serve Pueblo Neurology
- Processed loan documents for all refinances and home equity loans/lines of credit
- Establishing and maintaining quality long term relationships with banking staff, partners, and customers
- Supervising and cross training tellers
- Consistently ranked among the top five personal bankers for highest sales volume

Education

Bachelor of Science – Business Administration (BSBA) **Colorado State University, Pueblo CO – 2005**

Board Memberships

Member July 1, 2019 – September 2019
Appointed a four-year term on June 25, 2018
Chairwoman October 1, 2019 – Present
Medical/Retail Marijuana Licensing Authority for the City of Pueblo

- Facilitate public hearings
- Issue or deny marijuana licenses and renewals along with major and minor modifications
- Make findings and orders, adopt rules and ensure compliance

Member January 1, 2020 – Present
Appointed a three-year term January 30, 2020
Chairwoman March 2021 - Present
Pueblo County Liquor and Marijuana Licensing Board

- Facilitate public hearings
- Issue or deny marijuana & liquor licenses
- Make findings and orders, adopt rules and ensure compliance

From: noreply@civicplus.com
To: CityAdmin
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Wednesday, May 11, 2022 3:12:26 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	5/11/2022
BOARD OR COMMISSION	Marijuana Licensing Authority
Contact Information	
FIRST NAME	Thomas 'Tom'
LAST NAME	Rose
HOME ADDRESS	200 Fordham circle
CITY	Pueblo
STATE	Co
ZIP	81005
OFFICE ADDRESS	N/A
CITY	*Field not completed.*
STATE	*Field not completed.*
ZIP	*Field not completed.*
DAYTIME PHONE	719 225-0487
E-MAIL ADDRESS	Tompattirose@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
OCCUPATION (or if RETIRED, your previous occupation)	Previously Culinary Arts instructor at Pueblo Community College

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.	I've been on the marijuana licensing board for 1 four year term at this point. I understand that there is a two term limit and I am requesting a second term on this board. Thus far it's been and continues to be a learning experience for me. I Believe I can continue to serve the city of Pueblo participating on this board.
2. Why are you interested in being appointed to this Board or Commission?	As stated above I have been on this for four years.
3. What Goals would you like to see this Board or Commission accomplish?	There's two areas that I would like the city of Pueblo to consider. First the idea of drive thru purchases. I realize that this concept is foreign and most likely will be met with skepticism even though we accept this with alcohol purchases. Secondly is the idea of home delivery. There are currently home delivery operations in other cities in Colorado and for some this can be of great assistance who can't get out of their homes due to physical or behavioral issues. I think this might benefit those who are using cannabis products for medical reasons and should be considered.
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	I am currently on the Liquor and Beer licensing board and also on the SRDA board. I find myself in this part of my life continuing to serve the population of Pueblo serving on these boards as I did as a faculty member of PCC.

(Section Break)

Upload résumé, references and/or other pertinent information	*Field not completed.*

Email not displaying correctly? View it in your browser.

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 13, 2022

TO: Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, City Council President

SUBJECT: A RESOLUTION ESTABLISHING A CITY COUNCIL BUDGET COMMITTEE

SUMMARY:

Attached is a Resolution which establishes a City Council Budget Committee whose mission is to advise City Council on budgetary matters.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

President Heather has requested City Council's approval of the establishment of a Council Budget Committee which will operate according to the following guidelines:

1) The Budget Committee will meet monthly on a schedule as developed by the Committee.

2) The Budget Committee will report updates to the City Council during a monthly work session.

3) The Mayor will assign a city staff liaison to the Budget Committee (e.g. City Finance Director; City Chief of Staff, etc.).

4) The Budget Committee will receive and review monthly year-to-date budget reports from the Finance Director.

5) The Budget Committee will meet with the Mayor to annually review the non-departmental budget requests in advance of the annual budget presentation to City Council.

6) The Budget Committee will review the quarterly Finance report to City Council in advance of the presentation to City Council.

7) The Budget Committee will review resolutions and/or ordinances which have major financial or budgetary implications in advance of their presentation to City Council as deemed necessary or upon request from the Budget Committee, a Member of City Council and/or the Mayor.

8) The President of City Council will make the appointments to the Budget Committee.

FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to establish a Council Budget Committee.

RECOMMENDATION:

Approve the Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. 14916

A RESOLUTION ESTABLISHING A CITY COUNCIL BUDGET COMMITTEE

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

SECTION 1.

There is hereby established a City Council Budget Committee ("Committee") whose mission is to advise City Council on budgetary matters.

SECTION 2.

The Committee's responsibilities shall include, at a minimum:

(1) The Committee will meet monthly on a schedule as developed by the Committee.

(2) The Committee will report updates to the City Council during a monthly work session.

(3) The Committee will receive and review monthly year-to-date budget reports from the Finance Director.

(4) The Committee will meet with the Mayor to annually review the non-departmental budget requests in advance of the annual budget presentation to City Council.

(5) The Committee will review the quarterly Finance report to City Council in advance of the presentation to City Council.

(6) The Budget Committee will review resolutions and/or ordinances which have major financial or budgetary implications in advance of their presentation to City Council as deemed necessary or upon request from the Budget Committee, a Member of City Council and/or the Mayor.

SECTION 3.

The Mayor shall assign a City staff liaison to the Budget Committee (e.g. City Finance Director or City Chief of Staff).

SECTION 4.

The Budget Committee shall consist of two (2) members appointed by the President of City Council.

SECTION 5.

The officers and staff of the City are authorized to take any and all required actions which are necessary to implement the policies and procedures described herein.

SECTION 6.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED June 13, 2022

BY: Sarah Martinez
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

City Clerk's Office Item # N-1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 13, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

CC: Mayor Nicholas A. Gradisar

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION FOR THE FORECLOSURE PREVENTION PROGRAM, AS AUTHORIZED BY SECTION 603 (c)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TWENTY THOUSAND DOLLARS ($20,000) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with NeighborWorks Southern Colorado, Inc., a Colorado nonprofit corporation ("NeighborWorks") to implement the Foreclosure Prevention Project, as authorized by Section 603(c)(1)(A) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of $20,000.00 will be paid out of Project No. CI-2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

The attached Ordinance awards ARPA funds for the following local project:

Organization	Project	Amount of Award
NeighborWorks Southern Colorado, Inc.	Foreclosure Prevention Program	$20,000.00

FINANCIAL IMPLICATIONS:

NeighborWorks will receive $20,000.00 in ARPA funds from Project No.CI-2113 for the Foreclosure Prevention Program

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support or fund the Foreclosure Prevention Program.

RECOMMENDATION:

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Subrecipient Agreement.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND NEIGHBORWORKS SOUTHERN COLORADO, INC., A COLORADO NONPROFIT CORPORATION FOR THE FORECLOSURE PREVENTION PROGRAM, AS AUTHORIZED BY SECTION 603 (c)(1)(A) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TWENTY THOUSAND DOLLARS ($20,000.00) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

RECITALS

The following recitals are incorporated in and made a part of this Ordinance.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and the Final Rule 31 CFR 35.6 the City may use CLFR Funds to the implement the Foreclosure Prevention Program described in the attached Subrecipient Agreement; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Subrecipient Agreement ("Agreement") between and the City of Pueblo, a Colorado municipal corporation and NeighborWorks Southern Colorado, Inc., a Colorado nonprofit corporation, dated June 27, 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 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.

Funds in the amount of $20,000.00 are hereby authorized to be paid from Project No. CI-2113 – American Rescue Plan Act, for purposes of funding the Foreclosure Prevention Project described in the Agreement.

SECTION 4.

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 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 _____.

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

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 27th day of June, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and NeighborWorks Southern Colorado, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "NeighborWorks." City and Subrecipient are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

The following recitals are incorporated in and made a part of this Agreement.

WHEREAS, on March 11, 2021, President Biden signed the U.S. Senate-amended H.R. 1319 (P.L. 117-2) known as the American Rescue Plan Act (hereinafter "ARPA"); and

WHEREAS, on May 10, 2021, the U.S. Treasury issued the Interim Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI-2113 and budgeted and appropriated up to $36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026); and

WHEREAS, on January 6, 2022, the U.S. Treasury issued, with an effective date of April 1, 2022, the Final Rule to implement ARPA in Title 31, Part 35 of the Code of Federal Regulations ("CFR"); and

WHEREAS, under the Final Rule, recipients may use Coronavirus Local Fiscal Recovery Funds ("CLFRF") to respond to the COVID-19 public health emergency and the negative economic consequences resulting therefrom; and

WHEREAS, under ARPA Section 603 (c)(1)(A) and (3) and the Final Rule 31 CFR 35.6(b)(7) recipients may use CLFR Funds to award grants to nonprofit organizations that are responding to the negative economic impacts of the COVID-19 public health emergency; and

WHEREAS, Subrecipient has requested that the City use CLRF Funds for the Foreclosure Prevention Program (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged by the Parties, the Parties hereto mutually agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) NeighborWorks Southern Colorado is a 501 (c)(3) nonprofit organization dedicated to the Pueblo community. It is Subrecipient's mission to promote healthy, vibrant neighborhoods and serve as the first choice for homebuyer resources in Southern Colorado. As a part of its mission, Subrecipient offers several programs to Pueblo homeowners. Among them is NeighborWorks' foreclosure prevention program. Subrecipient has prevented the foreclosure of 304 homes over the past 10 years, with more than 100 intakes annually during the height of the housing crisis a decade ago.

(b) Over the past three months Subrecipient has observed an increased need for foreclosure mitigation and education. Currently, NeighborWorks employs two HUD certified housing counselors who handle its homebuyer education courses, individual sessions, financial fitness classes and its foreclosure program. Due to the high level of homebuyer needs in Pueblo, currently only one of Subrecipient's housing counselors is able to dedicate any time to foreclosures. NeighborWorks' Foreclosure Counselor manages these cases and diligently works to keep Pueblo homeowners in their homes. Currently, there are more than 180 foreclosure sales in queue in Pueblo County which are scheduled for sale before August, 2022. As capable as NeighborWorks' Foreclosure Counselor is, this volume is simply beyond Subrecipient's capacity to effectively address this crisis. Pending foreclosures pose the risk to the community of flooding Pueblo's already strained rental market with more renters and will also pose the risk of creating a larger homeless population. The pending foreclosures will change the course of our community's families wealth building (and community contributing) futures for decades to come. It is imperative that the City step in and assist these families in keeping their homes through foreclosure counseling.

(c) Subrecipient plans to hire an additional Foreclosure Counselor to meet the growing needs of the community and is seeking a contribution of $20,000 from ARPA funds to support this position. These funds will restore Subrecipient's capacity to counsel homeowners equal to that during the previous housing crisis and expedite the assistance to homeowners facing foreclosure this summer. NeighborWorks is in a unique position to be able to offer foreclosure mitigation and counseling services because it has been helping families with housing needs in Pueblo for the past 45 years. Subrecipient has the experience and expertise to assist families at risk of losing their homes, but lacks the staffing capacity to manage the current crisis. In order to help the greatest number of families, it is vital that Subrecipient be enabled to hire an additional Foreclosure Counselor who would be able to dedicate 100% of his or her time to foreclosure education and mitigation. With this full-time position filled, Subrecipient would have adequate staffing to continue its work in homebuyer education and still have the capacity to help families who are at risk of losing their homes. It is NeighborWorks' intention to prevent as many families as possible from losing their homes.

(d) The financial difficulties facing Pueblo families who are currently unable to make their monthly mortgage payments, have been greatly exacerbated by the COVID-19 pandemic and its negative economic consequences.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

(a) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

(b) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the City Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

(b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

(c) The aggregate of all payments made hereunder shall not exceed Twenty Thousand Dollars (U.S. $20,000.00). City shall make full payment to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.

(d) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

(a) The term of the Project shall be from Effective Date set forth above to December 31, 2023 unless sooner terminated as herein provided.

(b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2023 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

(a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

(b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

This Agreement shall not be assigned or transferred by the Subrecipient without the prior written consent of the City. Any assignment or attempted assignment made in violation of this provision shall, at City's election, be deemed void and of no effect whatsoever.

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity

or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY, INSURANCE

(a) As to the City, Subrecipient agrees to assume the risk of all 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 performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statue, ordinance, rule or regulation.

(b) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph (c).

(c) The minimum insurance coverage which Subrecipient shall obtain and keep in force is Comprehensive General Liability Insurance with limits not less than Five Hundred Thousand and No/100 Dollars ($500,000) per person and One Million Dollars ($1,000,000) per occurrence for personal injury, including but not limited to death and bodily injury, and Fifty Thousand and No/100 Dollars ($50,000) per occurrence for property damage.

(d) Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

(a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

(b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to 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. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

18. GOVERNMENT IMMUNITY. The City does not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

19. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. SEVERABILITY. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

22. RULES OF CONSTRUCTION. The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

23. WAIVER. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from

any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

25. COUNTERPARTS. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

26. SIGNATURES. The persons signing this Agreement on behalf of Subrecipient represent and warrant that such persons and Subrecipient have the requisite power and authority to enter, execute and deliver this Agreement and that this Agreement is a valid and legally binding obligation of Subrecipient enforceable against Subrecipient in accordance with its terms.

IN WITNESS, WHEREOF, the Subrecipient and the City have executed this Agreement as of the date first above written and under the laws of the State of Colorado.

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

_____
City Clerk

By_____
Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:
NeighborWorks Southern Colorado, Inc.
A Colorado nonprofit corporation

ATTEST:

By_____
Signature

Name_____

Title_____

By_____
Signature

Name_____

Title_____

EXHIBIT A
SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

SUBRECIPIENT'S SCOPE OF SERVICES

A. Principal Tasks

The Subrecipient will be responsible for administering the Project for low-income individuals who are experiencing housing insecurity due to pending foreclosures. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

1. Subrecipient shall administer the Foreclosure Prevention Project in collaboration with the Pueblo County Department of Social Services and Emergency Financial Assistance Programs to help low-income families, at risk of eviction caused by pending foreclosures, by providing accurate and timely legal information and education, emergency financial assistance applications, and by providing other assistance necessary to maintain a low-income person's or family's housing stability. The Subrecipient will employ a dedicated full-time Foreclosure Counselor who will provide outreach, legal information and education, and assistance to low-income residents in the City of Pueblo at risk of losing their housing due to foreclosures.

2. During the term of this Agreement, Subrecipient shall focus on community outreach informing agencies and the public of the resources available to prevent foreclosures. NeighborWorks shall focus on early intervention assisting low-income individuals and families before a foreclosure is completed and an entry of judgment is made by the court. The Foreclosure Counselor shall be responsible for establishing outreach partnerships with Pueblo County social service agencies and other public and non-profit agencies. The Foreclosure Counselor shall develop outreach materials and referral information for residents in Pueblo who are at risk of losing their housing due to foreclosures. Individuals shall be encouraged to contact the Subrecipient if they are at risk of eviction as a result of a foreclosure or if they have received any legal papers (notices or pleadings) concerning a foreclosure.

3. The Foreclosure Counselor shall work closely with the Pueblo County Department of Social Services to coordinate social service referrals for Subrecipient's clients in need of

additional resources at the time the client receives a notice of foreclosure. Early and integrated community services for the prevention of eviction (due to a foreclosure) and homelessness will be the focus of the Project partnerships. The Foreclosure Counselor shall provide timely information and access to eligible individuals and families for government programs that help cover the cost of necessities and help navigate the application process for financial assistance.

4. Subrecipient is hereby issued funding for one Foreclosure Counselor who will work with other Subrecipient housing staff during the term of this grant.

C. Budget.

The aggregate of all payments made hereunder shall not exceed Twenty Thousand Dollars (U.S. $20,000.00). The grant funds shall be available to be distributed in a lump sum within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient. Thereafter, Subrecipient shall provide the City with quarterly reports itemizing how the grant funds were spent and for whose benefit until all grant funds have been exhausted or the end of the Project or the termination of this Agreement, whichever first occurs.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
    a) recipient
    b) brief description of purchase
    c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third party contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the contract date of the agreement between the City and the Subrecipient.

5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C
CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with all applicable municipal, state and federal statutes and regulations, including but not limited to the following:

Municipal and State

(1) The Charter, Municipal Code and the Rules and Regulations of the City of Pueblo, including but not limited to, the legal obligation to obtain all required licenses and permits from the City of Pueblo.

(2) The Constitution, Colorado Revised Statutes and the Rules and Regulations of the State of Colorado, including, but not limited to, the legal obligation to obtain all required licenses and permits from the State of Colorado.

Federal

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et.seq.) as amended; particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)];

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this contract document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed (24 CFR Part 87).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, 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.

(b) 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, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

EXHIBIT D

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

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

a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.

b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No____.
If you answered "yes" please state which of the above entities best describes your business:
_____

c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

(If more than two, please attach a supplemental list)

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

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

Signed _____, 20_____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

City Clerk's Office Item # N-2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 13, 2022

TO: President Heather Graham and Members of City Council

CC: Nick Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez, Director of Transit

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF OPERATING ARP GRANT APRIL 26, 2022, RELATING TO AWARD NO. CO-2022-013-00 BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF $307,724; BUDGETING AND APPROPRIATING $75,000 INTO PROJECT PT2201, BUDGETING AND APPROPRIATING $102,724 INTO PROJECT PT2202, AND BUDGETING AND APPROPRIATING $130,000 INTO PROJECT PT2203

SUMMARY:

Attached is a Grant Agreement between the City of Pueblo and the Federal Transit Administration for FY2021 Section 5307 Arp Act Grant for $307,724.00 allocation.

PREVIOUS COUNCIL ACTION:

No previous Council actions

BACKGROUND:

This is a FY2021 Section 5307 ARP Act Grant for $307,724.00 allocation. Per the ARP Act, the grant provided is 100% federal share. This grant utilizes ARP Act funding to prevent, prepare for, and respond to COVID-19. The grant scope of work includes the following projects:

$205,000 – Bus; Support Equipment and Facilities; and
$102,724 – Operating Assistance.
$307,724 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total project cost is $307,724. The Federal share is 100% with no City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not receive their 2021 ARP Act Grant Apportionment.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
2022 ARP Grant Agreement CO-2022-013-00
AngelTrax Quote ATXQ45072-01
Amendment to Collective Bargaining Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF OPERATING ARP GRANT APRIL 26, 2022, RELATING TO AWARD NO. CO-2022-013-00 BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF $307,724; BUDGETING AND APPROPRIATING $75,000 INTO PROJECT PT2201, BUDGETING AND APPROPRIATING $102,724 INTO PROJECT PT2202, AND BUDGETING AND APPROPRIATING $130,000 INTO PROJECT PT2203

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

SECTION 1.

The ARP Grant Agreement FTA Section 5307, dated April 26, 2022, relating to Award No. CO-2022-013-00 between the City of Pueblo and the United States of America, Department of Transportation, Federal Transit Administration, 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 Grant 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.

Project Numbers PT2202 and PT2203 are hereby established, and with respect to the grant funds received under the Grant Agreement, $75,000 is budgeted and appropriated into Project PT2201, $102,724 is budgeted and appropriated into Project PT2202, and #130,000 is budgeted and appropriated into project PT2203.

SECTION 4.

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 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 _____.

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

DOT FTA

U.S. Department of Transportation **Federal Transit Administration**

Award

Federal Award Identification Number (FAIN)	CO-2022-013-00
Temporary Application Number	1140-2022-1
Award Name	ARP Section 5307 Pueblo Transit - Support Vehicle, Surveillance Equipment and Operating Assistance
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	4/26/2022	
Original Period of Performance End Date	9/30/2023	
Current Period of Performance End Date	9/30/2023	Revision #: 0

Part 1: Recipient Information

Name: CITY OF PUEBLO

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1140	City	Pueblo, City of		010620284

Location Type	Address	City	State	Zip
Headquarters	1 CITY HALL PL	PUEBLO	CO	810034201
Physical Address	1 CITY HALL PL	PUEBLO	CO	81003
Mailing Address	DEPARTMENT OF FINANCE	PUEBLO	CO	81002

Union Information

Union Name	**ATU LOCAL 662**
Address 1	29213 Gale Rd
Address 2	
City	Pueblo

State	CO
Zipcode	81006
Contact Name	Jerry Ballard
Telephone	(719) 248-0176
Fax	7195532724
E-mail	jballard.atu@gmail.com
Website	

Part 2: Award Information

Title: ARP Section 5307 Pueblo Transit - Support Vehicle, Surveillance Equipment and Operating Assistance

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
CO-2022-013-00	Active (Executed)	Grant	3/9/2022	3/9/2022	No

Award Executive Summary
This application requests FY21 ARP Section 5307 funds apportioned to Pueblo Transit for the amount of $307,724 (partial apportionment), representing 100% federal share of the total eligible amount. The remaining balance of $297,737 will be requested in a future grant application or amendment. This application utilizes ARP funding to prevent, prepare for and respond to coronavirus.

Purpose: Pueblo Transit will utilize ARP funds to purchase replacement equipment and assist with operating expenses.

Activities to be Performed: This application includes one project to provide operating assistance and purchase a replacement support vehicle and replace surveillance cameras. Details are included in the Program of Projects (POP) in the application documents.

Expected Outcomes: The selected projects will support Pueblo Transit as they continue to recover from the impacts of the COVID-19 pandemic.

Intended Beneficiaries: Transit riders in Pueblo.

Subrecipient Activities: N/A

Pueblo Transit agrees that if it receives federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

The Recipient certifies that it, and its subrecipients and contractors that are providers of public transportation, have not furloughed any employees since March 27, 2020 (the enactment date of the CARES Act).

This grant uses pre-award authority and will note $205,000 as an unliquidated obligation balance in the initial FFR.

Frequency of Milestone Progress Reports (MPR)
Annual

Frequency of Federal Financial Reports (FFR)
Annual

Does this application include funds for research and/or development activities?
This award does not include research and development activities.

Pre-Award Authority
This award is using Pre-Award Authority.

Does this application include suballocation funds?
Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?
No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?
This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review
No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt
No, my organization does not have delinquent federal debt.

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
Luann	Martinez	City of Pueblo Grant Coordinator	lmartinez@pueblo.us	(719) 553-2706
	emma.belmont@dot.gov	Transportation Program Specialist		
	callion.maddox@dot.gov	Transportation Program Specialist		

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	$307,724
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0

Total Eligible Cost	$307,724

Award Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2022-013-01-00	114-00 (114-A2)	BUS: SUPPORT EQUIP AND FACILITIES	$205,000.00	$0.00	$205,000.00	2
CO-2022-013-01-00	11.42.09	Acquire security/ surveillance cameras	$130,000.00	$0.00	$130,000.00	1
CO-2022-013-01-00	11.42.11	Acquire Service Truck	$75,000.00	$0.00	$75,000.00	1
CO-2022-013-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$102,724.00	$0.00	$102,724.00	1
CO-2022-013-01-00	30.09.08	Operating assistance	$102,724.00	$0.00	$102,724.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
CO-90-X269	CO-2022-013-01-00	OPERATING ASSISTANCE	300-00 (300)	A1	080000	Colorado	2021.32.90.PV.1	04	Urbanized Area Formula Grants (ARPA)	$102,724	$102,724
CO-90-X269	CO-2022-013-01-00	BUS: SUPPORT EQUIP AND FACILITIES	114-00 (114)	A2	080000	Colorado	2021.32.90.PV.1	00	Urbanized Area Formula Grants (ARPA)	$205,000	$205,000

Part 3: Project Information

Project Title: Project 1

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CO-2022-013-01-00	1140-2022-1-P1	3/9/2022	1/1/2022	9/30/2023

Project Description

FFY21 ARPA 5307 funds are used to fund operating assistance for Pueblo Transit, and the purchase of a replacement support vehicle and replacement surveillance cameras, at a total FTA amount of $307,724 using pre-award authority.

The federal share is 100%. Please see POP for the detailed information.

Operating activities qualify as a C-list categorical exclusion, C-4. Equipment purchases qualify as a C-list categorical exclusion, C-7.

Project Benefits
Maintain a state of good repair for Pueblo Transit fleet and camera system.

Additional Information
None provided.

Location Description
Pueblo is a city of 110,841 residents located in south central Colorado. Pueblo is the 8th largest city in the state and is the heart of the Pueblo Metropolitan Statistical Area (MSA) - the 6th largest in the state with a population of 168,424 (2019 US Census Bureau American Community Survey (ACS) 5-year Estimates). Pueblo Transit provides fixed route bus and paratransit services throughout a 55-square-mile service area in Pueblo, Colorado, and in the Salt Creek neighborhood in unincorporated Pueblo County.

Project Location (Urbanized Areas)

UZA Code	Area Name
081760	Pueblo, CO

Congressional District Information

State	District	Representative
Colorado	3	Scott R Tipton

Program Plan Information

STIP/TIP
Date: 1/1/2022
Description: TIP amended to include ARP funds for projects in this grant.

UPWP
Date: N/A
Description: N/A

Long Range Plan
Date: N/A
Description: N/A

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	$307,724
Local			$0

Local/In-Kind	$0
State	$0
State/In-Kind	$0
Other Federal	$0
Transportation Development Credit	$0
Adjustment	$0
Total Eligible Cost	**$307,724**

Project Budget

Project Number	Budget Item		FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2022-013-01-00	114-00 (114-A2)	BUS: SUPPORT EQUIP AND FACILITIES	$205,000.00	$0.00	$205,000.00	2
CO-2022-013-01-00	11.42.09	Acquire security/ surveillance cameras	$130,000.00	$0.00	$130,000.00	1
CO-2022-013-01-00	11.42.11	Acquire Service Truck	$75,000.00	$0.00	$75,000.00	1
CO-2022-013-01-00	300-00 (300-A1)	OPERATING ASSISTANCE	$102,724.00	$0.00	$102,724.00	1
CO-2022-013-01-00	30.09.08	Operating assistance	$102,724.00	$0.00	$102,724.00	1

Project Budget Activity Line Items

Budget Activity Line Item: 11.42.11 - Acquire Service Truck

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	ACQUIRE - SUPPORT VEHICLES	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Purchase a 2022 Ford 350 service truck, to replace a totaled support vehicle (vehicle was fully locally funding and had no federal interest). The useful life of the new vehicle is 4 years/100,000 mi.

Federal share is 100%.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	$75,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$75,000**

Milestone Name	Est. Completion Date	Description
Quote	5/1/2022	
Contract	6/1/2022	Anticipated contract date
City Possession Date	6/1/2023	Estimated date of possession.
Equipment Installation	7/31/2023	Anticipated date of transfer from City Fleet to Transit Department
Contract Closure	9/30/2023	

Budget Activity Line Item: 11.42.09 - Acquire security/surveillance cameras

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.09	ACQUIRE - MOBILE SURV/SECURITY EQUIP	ACQUISITION OF BUS SUPPORT EQUIP/FACILITIES	1

Extended Budget Description
Purchasing replacement cameras, six per bus, for 22 busses, which have met their useful life of five years. The cameras replace out of date cameras and require replacement. Sole source procurement is being done to maintain the same vendor for security cameras. A sole source justification is on file.

This purchase qualifies for minimum 1% of apportionment for security purposes. 1% is $6,055.

Federal share is 100%.

Will 3rd Party contractors be used to fulfill this activity line item?
Yes, 3rd Party Contractors will be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	$130,000
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0

Transportation Development Credit	$0
Adjustment	$0
Total Eligible Cost	**$130,000**

Milestone Name	Est. Completion Date	Description
Sole source justification	4/1/2022	
Contract Date	6/1/2022	Anticipated contract date
Delivery Date	8/1/2022	Anticipated date of delivery
Installation Date	8/15/2022	Anticipated date of installation.
Contract Close	12/31/2022	

Budget Activity Line Item: 30.09.08 - Operating assistance

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.08	EMER RELIEF - OPERATING ASSIST - 100% Fed Share	OPERATING ASSISTANCE	1

Extended Budget Description
Operating funds to assist unionized drivers to recover from COVID-19 pandemic, for January 1, 2022 through December 31, 2022. Through negotiations with the Drivers Union, Pueblo Transit agreed to pay drivers quarterly bonuses related to working throughout the pandemic. Pueblo Transit has a policy on file documenting this. Payments will be made on a quarterly basis.

Federal share is 100%.

Will 3rd Party contractors be used to fulfill this activity line item?
No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	$102,724
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$102,724**

Milestone Name	Est. Completion Date	Description
Operating Start Date	1/1/2022	Begin Operating Timeframe
Operating End date	7/1/2022	End operating timeframe
Final payment	1/1/2023	Date of fourth payment, after Q4 concludes

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	4/8/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.08	Operating assistance	1	$102,724.00	$102,724.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	4/8/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.09	Acquire security/ surveillance cameras	1	$130,000.00	$130,000.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description
Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	4/8/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
BUS: SUPPORT EQUIP AND FACILITIES (114-00)	11.42.11	Acquire Service Truck	1	$75,000.00	$75,000.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By	Morgan Hecht
Comment Type	Application Details
Date	4/7/2022
Comment	Requirements to Remember for: FTA-assisted vehicle purchases: Effective November 2014, FTA recipients are required to submit, within 30 days of making an award, the name of the successful bidder and the total dollar value of the contract. Remember, only eligible TVMs may bid on FTA-assisted transit vehicle procurements. Recipients must report these vehicle purchases on the form on FTA's website: https://www.surveymonkey.com/r/vehicleawardreportsurvey As your agency undergoes the procurement process for vehicles, please ensure that you are in compliance with these requirements and verifying that any manufacturers bidding on the contract have so complied. Please find linked here a list of transit

vehicle manufacturers (TVMs) that have DBE programs and goals which are FTA-approved:

https://www.transit.dot.gov/TVM

These TVMs are approved to bid on and be awarded FTA-assisted vehicle contracts. This list is regularly updated by FTA and should be used as reference for your upcoming vehicle purchases, but if you do not see a TVM on the list and are under the impression that it had an FTA-approved program, please contact FTA to confirm.

Requirements to Remember for: Remanufacture or Rebuilt Vehicles:

Your agency must comply with all applicable Federal laws and regulations related to this project, including the accessibility specifications for transportation vehicles.

Specifically, your agency must comply with the ADA Standards for rehabilitating vans and cutaway buses. If altering or rebuilding vehicles, the vehicles must be readily accessible. (DOT ADA Regulation 49 C.F.R. 37.75; DOT ADA Regulation 49 C.F.R. 37.83; and DOT ADA Regulation 49 C.F.R. 37.89.)

If a remanufactured or rebuilt vehicle will not be accessible, the grantee must submit information to FTA demonstrating that the structural integrity of the vehicle would be significantly compromised if it is made accessible. Include an appropriate structural engineering analysis. (DOT ADA Regulation 49 C.F.R. 37.75 (c); DOT ADA Regulation 49 C.F.R. 37.83(c) and DOT ADA Regulation 49 C.F.R. 37.89(c).)

The information provided above is intended as technical assistance and applies only to the project as described. Should the project scope change or new information on the project be provided, FTA may require a re-evaluation of the project information and require additional information. This confirmation is not an express or implied promise of project compliance with the ADA or other civil rights requirements.

Application Review Comments

Comment By	**Robyn Kullas**
Comment Type	Environmental Findings
Date	4/8/2022
Project Title	Project 1
Project Number	CO-2022-013-01-00
Comment	Equipment purchase for this project meet the requirements of CE List C type 7 Acquisition, Maintenance of Vehicles/Equipment. No additional documentation is required for NEPA clearance.

Comment By	**Robyn Kullas**
Comment Type	Environmental Findings
Date	4/8/2022
Project Title	Project 1

Project Number	CO-2022-013-01-00
Comment	Equipment purchase for this project meet the requirements of CE List C type 7 Acquisition, Maintenance of Vehicles/Equipment. No additional documentation is required for NEPA clearance.

Comment By	**Robyn Kullas**
Comment Type	Environmental Findings
Date	4/8/2022
Project Title	Project 1
Project Number	CO-2022-013-01-00
Comment	The operating tasks of this project meeting the requirements of CE List C Type 4 for planning and administrative activity. No additional documentation for NEPA clearance is required.

Part 6: Agreement

UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT
(FTA G-29, October 1, 2021)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:
(1) "Federal Transit Administration Master Agreement," FTA MA(29), http://www.transit.dot.gov,
(2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
(3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO

Recipient ID: 1140

UEI:

DUNS: 010620284

Award Information

Federal Award Identification Number: CO-2022-013-00

Award Name: ARP Section 5307 Pueblo Transit - Support Vehicle, Surveillance Equipment and Operating Assistance

Award Start Date: 4/26/2022

Original Award End Date: 9/30/2023

Current Award End Date: 9/30/2023

Award Executive Summary: This application requests FY21 ARP Section 5307 funds apportioned to Pueblo Transit for the amount of $307,724 (partial apportionment), representing 100% federal share of the total eligible amount. The remaining balance of $297,737 will be requested in a future grant application or amendment. This application utilizes ARP funding to prevent, prepare for and respond to coronavirus.

Purpose: Pueblo Transit will utilize ARP funds to purchase replacement equipment and assist with operating expenses.

Activities to be Performed: This application includes one project to provide operating assistance and purchase a replacement support vehicle and replace surveillance cameras. Details are included in the Program of Projects (POP) in the application documents.

Expected Outcomes: The selected projects will support Pueblo Transit as they continue to recover from the impacts of the COVID-19 pandemic.

Intended Beneficiaries: Transit riders in Pueblo.

Subrecipient Activities: N/A

Pueblo Transit agrees that if it receives federal funding from the Federal Emergency Management Agency (FEMA) or through a pass-through entity through the Robert T. Stafford Disaster Relief and Emergency Assistance Act, a different federal agency, or insurance proceeds for any portion of a project activity approved for FTA funding under this Grant Agreement, it will provide written notification to FTA, and reimburse FTA for any federal share that duplicates funding provided by FEMA, another federal agency, or an insurance company.

The Recipient certifies that it, and its subrecipients and contractors that are providers of public transportation, have not furloughed any employees since March 27, 2020 (the enactment date of the CARES Act).

This grant uses pre-award authority and will note $205,000 as an unliquidated obligation balance in the initial FFR.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: $307,724.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): $307,724.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): $0.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): $307,724.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): $0.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (ARPA)	5307-9	20507	$307,724
Local			$0
Local/In-Kind			$0
State			$0
State/In-Kind			$0
Other Federal			$0
Transportation Development Credit			$0
Adjustment			$0
Total Eligible Cost			**$307,724**

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

Review Decision: DOL Concurs - Certified
Original Certification Date: 4/25/2022

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Cindy Terwilliger
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: cindy.terwilliger@dot.gov
Award Date: 4/26/2022

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:
(1) Affirms this FTA Award,
(2) Adopts and ratifies all of the following information it has submitted to FTA:
    (a) Statements,
    (b) Representations,
    (c) Warranties,
    (d) Covenants, and
    (e) Materials,
(3) Consents to comply with the requirements of this FTA Award, and
(4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Benjamin Valdez
Maintenance/Facilities Supervisor
CITY OF PUEBLO
4/26/2022

High-Definition Mobile Video Surveillance Solutions

Wednesday, December 1, 2021

Tom Cummings
Maintenance/Facilities Supervisor
Pueblo Transit
350 Alan Hamel Avenue
Pueblo, CO 81003

Dear Tom Cummings:

Thank you for allowing AngelTrax to customize a proposal to suit your mobile surveillance needs. We pride ourselves on our workmanship and the expertise put forth into our research, development and manufacturing process. At AngelTrax, we believe that surveillance, service and reliability matter.

Please see a summary of proposed AngelTrax equipment attached. Contact me at my cellular number or email below for answers to any questions you may have, or if you need immediate assistance and I am not available, please contact our AngelTrax corporate office at 1.800.673.1788.

Our business depends solely upon our loyal partners. Through you and companies like yours, we earn the satisfaction of producing and supporting some of the finest mobile surveillance equipment on the market today. AngelTrax is committed to ensuring that your experience with our products and our people exceeds your expectations. Once again, thank you for your consideration.

Best Regards,

AngelTrax Mobile Video Surveillance

tina.parker@angeltrax.com
334.692.4600
334.692.4606 (F)

GSA Advantage!®

Search "AngelTrax" on ***www.gsaadvantage.gov*** to see our products available for direct purchase, without the bidding process.

QUOTE #: ATXQ45072-01

ISSUE DATE.: 12/01/2021

EXPIRY DATE.: 02/28/2022

PREPARED FOR:

BILLING DETAILS	SHIPPING DETAILS
Pueblo Transit Tom Cummings 350 Alan Hamel Avenue Pueblo, CO 81003 USA 719-553-2721 tcummings@pueblo.us	Pueblo Transit Tom Cummings 350 Alan Hamel Avenue Pueblo, CO 81003 USA 719-553-2721 tcummings@pueblo.us

PREPARED BY:

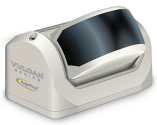
AngelTrax Mobile Video Surveillance

119 South Woodburn Drive
Dothan, AL 36305
Cell: 334.692.4600

Corporate Office: 1.800.673.1788
tina.parker@angeltrax.com

QUOTED PRODUCTS

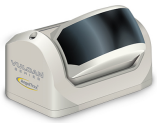
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
AngelTrax VULCANV8HC Mobile Network Video Recording System (System Contents and Product Descriptions Listed Below)	19	$4,156.68	$78,976.92
 **V8HCMB** Eight (8) A/V Channel Main Board for V8HCNVR	1		
 **V812HOU** Hybrid Component Housing for V8HCNVR and V12HCNVR	1		
 **SD64GB** 64GB SD Solid-State Memory Card We recommend the use of storage media provided only by AngelTrax for our recording devices. AngelTrax hard drives and SD cards are optimized for around-the-clock video surveillance and are designed to withstand extreme temperatures. Standard hard drives and SD cards purchased through consumer resellers are not made for surveillance devices and have been known to stop functioning at any time without warning, causing a loss of video.	1		
HDD2TB-UPGRADE 2TB Platter Hard Drive REQUIRES PURCHASE OF HARD DRIVE TRAY We recommend the use of storage media provided only by AngelTrax for our recording devices. AngelTrax hard drives and SD cards are optimized for around-the-clock video surveillance and are designed to withstand extreme temperatures. Standard hard drives and SD cards purchased through consumer resellers are not made for surveillance devices and have been known to stop functioning at any time without warning, causing a loss of video.	1		

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 **VULPBH** Vulcan Series Panic Button Housing PC color	1		
 **IPWS4000** Vulcan HC Series IPWS4000 IP Windshield Camera • 4.0mm Lens with Anti-Glare Housing Mounted to Interior Surface of Windshield for Exterior View • Lens Casing Adjustable at Installation for Ideal Angle • Windshield Mounted for Exterior View • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover	1		
 **PARLX4K** (4) Vulcan HC Series Parallax 4K IP Camera - interior views • 2.8mm, 4MP Lens • 210-Degree Horizontal Field of View • Parallax View (Horizontal Resolution Exceeds Cinema 4K) • Interior Camera • Rated IP65 and IK08 • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant, Steel Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	4		
 **IPI2500** Vulcan HC Series Anvil 2500 IP Camera - driver to door • 2.5mm Lens with Fully Articulated Lens Casing • Interior Camera • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1		
 **IPSMB2800** Vulcan HC Series Anvil 2800 IP Backing Camera • 2.8mm Lens • IP67 Rated Waterproof Exterior Camera • 1920 x 1080 Resolution • 2 Megapixels • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1		
 **CAT615CBL** (2) CAT6 Shielded Camera Cable, 15 ft • Compatible only with Vulcan Series HCNVRs	2		
 **CAT625CBL** (2) CAT6 Shielded Camera Cable, 25 ft • Compatible only with Vulcan Series HCNVRs	2		

QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 **CAT650CBL** (3) CAT6 Shielded Camera Cable, 50 ft • Compatible only with Vulcan Series HCNVRs	3		
MISC1 (2) HC TRIMDANT Adapters	2		
 **TRIMDANT** Tri-Mode Roof-Mounted Antenna • Wi-Fi, Cellular and Passive GPS Antenna • Roof-Mounted	1		
MISC1 Cat 5 Cable for existing cellular modem	1		
HDD2TB 2TB Platter Hard Drive REQUIRES PURCHASE OF HARD DRIVE TRAY We recommend the use of storage media provided only by AngelTrax for our recording devices. AngelTrax hard drives and SD cards are optimized for around-the-clock video surveillance and are designed to withstand extreme temperatures. Standard hard drives and SD cards purchased through consumer resellers are not made for surveillance devices and have been known to stop functioning at any time without warning, causing a loss of video.	2	$239.90	$479.80
 **HCHDDTRAY** Hard Drive Tray for Vulcan Hybrid Component Series HDD TRAY REQUIRED FOR ALL VULCAN HC SERIES SPARE HARD DRIVES REQUIRES PURCHASE OF HARD DRIVE	1	$125.93	$125.93
 **IPWS4000** Vulcan HC Series IPWS4000 IP Windshield Camera • 4.0mm Lens with Anti-Glare Housing Mounted to Interior Surface of Windshield for Exterior View • Lens Casing Adjustable at Installation for Ideal Angle • Windshield Mounted for Exterior View • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover	1	$223.93	$223.93

QUOTED PRODUCTS

MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 **PARLX4K** Vulcan HC Series Parallax 4K IP Camera • 2.8mm, 4MP Lens • 210-Degree Horizontal Field of View • Parallax View (Horizontal Resolution Exceeds Cinema 4K) • Interior Camera • Rated IP65 and IK08 • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant, Steel Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1	$405.93	$405.93
 **IPI2500** Vulcan HC Series Anvil 2500 IP Camera • 2.5mm Lens with Fully Articulated Lens Casing • Interior Camera • 1080P HD • 2 Megapixels • Noise-Gated Microphone • Anti-Vibration, Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1	$223.93	$223.93
 **IPSMB2800** Vulcan HC Series Anvil 2800 IP Backing Camera • 2.8mm Lens • IP67 Rated Waterproof Exterior Camera • 1920 x 1080 Resolution • 2 Megapixels • Vandal-Resistant Casing • Scratch-Resistant, Anti-Glare Glass Lens Cover • Infrared	1	$244.93	$244.93
 **CP4** Vulcan Series Touchscreen Backing & Firmware Control Monitor with Bracket *Required for programming and diagnostics of Vulcan systems	1	$188.93	$188.93
PRO8CMSLCFEE-1 Pro 8 Central Management System Annual Licensing Fee • Annual License Fee Per Year (1-25 Vehicles) • 1 YEAR CONTRACT	1	$1,000.00	$1,000.00
HOSTEDSERVER-1 Hosted Server - 1-25 Vehicles Remote storage of audio, video and data secured on a hosted server Remote storage protection with the following security features: • 256-bit encryption • ISP line with a minimum of 1GB • Redundancy on all equipment, including firewalls, switches and servers • Triple redundancy on all storage, including on site and off site backups • Server facility secured with two-factor authentication for restricted access by only authorized personnel of storage provider • Data segregation to restrict each client's audio, video and data from being accessed by any other client • Requires PRO8CMS • $84 Annual Fee Per Vehicle • 1 Year Contract	19	$84.00	$1,596.00
 **VULPWRKEY** Security Key USB 3.0 for Vulcan Series HCNVRs and V16-35 MDVR • Includes DC Power Supply for Reader	1	$0.00	$0.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
CONTLABOR-Wireless Contract Labor for Configuration of Wireless Components • Configuration of AngelTrax wireless components purchased for use with Vulcan Series MDVR/HCNVR systems • NOTE: Wireless components must be configured by a Certified AngelTrax IT Professional. • Price is per system. • Price is determined by type of wireless service (cellular or Wi-Fi) and software/tracking system purchased. • This quote does not include charges for the removal of any existing camera systems or equipment. • *If quote is for multiple systems, pricing is based upon the configuration of (# of systems) AngelTrax Wireless Components at the same time and location. Cellular • Contact cellular carrier to activate service to Vulcan component(s). • Program unit to connect to PRO8CMS or MotoTrax. • Set up each unit's ID and assigned vehicle number to be recognized in PRO8CMS or MotoTrax. • Program unit to connect with customer's server or AngelTrax server. Wi-Fi • Contact customer's IT department for customer's Wi-Fi login at vehicle parking facility. • Program unit to connect to PRO8CMS or MotoTrax per customer's requirements: scheduled downloads or downloads upon connection to customer's Wi-Fi access point. • Set up each unit's ID and assigned vehicle number to be recognized in PRO8CMS or MotoTrax.	19	$150.00	$2,850.00
CONTLABOR Installation of AngelTrax Camera System, per system. This quote does not include the upcharge for removal of any existing Camera Systems or equipment. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location.	19	$825.00	$15,675.00
SHIPPING/HANDLING Shipping and Handling Charges - 19 boxes 1 bulk box * Optional items are not included in the calculation.*	1	$870.00	$870.00
		TOTAL	**$102,861.30**

You may be eligible for lower pricing!

Ask us about purchasing through a local, state or national contract for competitive pricing without the bid process.

QUOTED PRODUCTS - OPTIONAL ITEMS	NOTE: OPTIONAL ITEMS BELOW ARE NOT INCLUDED IN TOTAL PRICING ABOVE.		
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
MotoTrax-CD MotoTrax Online Surveillance Management Software • Data Plan Provided by Customer • Annual Charge per Vehicle • 1 Year Contract (Optional)	19	$300.00	$5,700.00

QUOTED PRODUCTS			
MODEL & DESCRIPTION	QTY	UNIT PRICE	TOTAL PRICE
 **MotoTrax-SETUP** MotoTrax Online Surveillance Management Software • One-Time Setup Fee per Vehicle (Optional)	19	$25.00	$475.00
CONTLABOR Uninstall of Existing Camera System, per system. *If quote is for multiple cameras/systems, installation price is based upon the installation of the total quantity quoted at the same time and location. (Optional)	19	$100.00	$1,900.00

Signed and endorsed by:

Printed Name

CORPORATE & FREIGHT POLICIES

The information in this document is to be held confidential by the receiving party. Disclosure of this information is permitted only to persons with the need to know the information for the intended purpose of this document, for the sole and exclusive benefit of the disclosing party. Specifications and prices are subject to change without notice. Please allow three to four weeks for delivery on special order items. Net 30 days from date of invoice to approved accounts. A handling fee is charged for customers who request third party billing freight. Items will be shipped UPS or FedEx, ground delivery, unless otherwise requested. No returns will be accepted after 30 days from invoice date. A 15% restocking fee will be added to all returned items. All items returned will be subject to inspection by IVS, Inc. Items deemed used or "B" goods will be returned to customer freight collect.

This price quote is good for 90 days or for the agreed upon contract date; after which, products and pricing are subject to change.

The customer will be responsible for all applicable taxes.

Warranty Notice: Technical support, warranty parts and services are contingent on your account being current and up to date.

License Notice: All AngelTrax and VizuCop software is used by license agreement only and is not for sale.

TITLE & OWNERSHIP POLICY

"Title/Ownership" of any item described in the quote or invoice does not pass to purchaser until such time as the invoice is paid in full. Seller has no duty to provide back office software support, warranty support or any monitoring for any item described in the unpaid invoice. Seller has the right to immediate possession of all items not paid for. Purchaser agrees to deliver to seller each item described in the invoice upon demand of seller at purchaser's expense. Delivery of the product described in the invoice shall not in any way terminate purchaser's obligation to pay for products ordered by purchaser and delivered to purchaser by seller. By accepting the product described on the invoice, buyer agrees that, should civil litigation arise due to non-payment, buyer expressly consents to jurisdiction in the State of Alabama and venue in Houston County, Alabama.

BID TERMS & CONDITIONS

If this quote is for a bid, the terms and conditions of the bid shall take the place of any applicable terms, conditions and disclaimers included in this quote.

AMENDMENT TO THE COLLECTIVE
BARGAINING AGREEMENT

This amendment to the collective bargaining agreement ("Amendment") is executed this _ day of _____, 2022, by and between Pueblo Transit, a Colorado non-profit corporation ("Transit"), and Amalgamated Transit Union Division No. 662 ("Union") (collectively the "Parties").

WHEREAS, Transit and Union are parties to a collective bargaining agreement commencing January 1, 2020 and ending December 31, 2022 ("Labor Agreement");

WHEREAS, Transit desires to implement a quarterly recognition/incentive pay for calendar year 2022 only relating to the COVID-19 pandemic and subject to the terms and conditions herein provided ("2022 Bonus Plan"); and

WHEREAS, Union is in agreement with such implementation subject to terms and conditions herein provided.

NOW THEREFOR, in consideration of the foregoing and the mutual covenants herein contained, the Parties stipulate, acknowledge and agree as follows:

1. The 2022 Bonus Plan shall provide for and be subject to the following requirements and limitations:

Amount: $800 per active employee, per quarter.

Term: The incentive will be paid at the same time the first regularly scheduled pay period that concludes at the end of the quarter for which the incentive applies. Applicable quarters will include Q2, Q3, and Q4 of 2022. The incentive shall discontinue after the Q4 2022 payment.

Eligibility Conditions (all must be met):

a. Must be assigned to a position within the collective bargaining agreement.
b. Must be a full-time, active employee. Employees on modified work schedules that amount to less than full-time hours and status are ineligible to receive the incentive.
c. Hire date must be no later than the first working day of the quarter in order to be eligible.
d. Must be actively employed through the last date of the quarter **and** on the date on which the incentive would be paid. Please note that this is a benefit for full-time, employed Pueblo Transit employees. Those who may have worked hours during the quarter but separate from employment prior to the end of the quarter and before the incentive pay-out date are **NOT** eligible to receive the incentive.
e. Must accumulate zero unpaid absences during the quarter due to insufficient leave balances to cover the entire duration of the absence(s). This does not include unpaid

absence(s) covered by federally protected leave under the Family and Medical Leave Act (FMLA).

f. Employees receiving discipline in the form of a suspension or demotion during the quarter shall not be eligible for the incentive that quarter.

2. This Amendment and the implementation of the 2022 Bonus Plan shall be subject to and conditioned upon the passage and approval by the City Council of Pueblo, a Colorado municipal corporation, of ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF OPERATING ARP GRANT APRIL 26, 2022, RELATING TO AWARD NO. CO-2022-013-00 BETWEEN THE CITY OF PUEBLO AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF $307,724; BUDGETING AND APPROPRIATING $75,000 INTO PROJECT PT2201, BUDGETING AND APPROPRIATING $102,724.00 INTO PROJECT PT2202, AND BUDGETING AND APROPRIATING $130,000.00 INTO PROJECT PT2203 on or before June 30, 2022.

3. It is expressly stipulated, acknowledged and agreed that 2022 Bonus Plan is an isolated and unique wage payment based upon factors relating to the COVID-19 pandemic including available funds and employment incentive and is not intended nor expected to be reoccurring after 2022.

4. This Memorandum of Understanding shall have no precedential value with respect to establishing any past practice between the parties and shall not be construed in any manner as limiting or affecting the management rights of City.

5. The person signing this Amendment on behalf of Union represent and warrant that they have the requisite power and authority to enter into, execute, and deliver this Amendment and that this Amendment is a valid and legally binding obligation of Union enforceable against Union in accordance with its terms.

Executed at Pueblo, Colorado, the day and year first above written.

DIVISION NO. 662 AMALGAMATED TRANSIT UNION	PUEBLO TRANSIT
_____	_____
By _____ President	By _____ President

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 13, 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: AN ORDINANCE APPROVING AND ACCEPTING ADDITIONAL FUNDS FROM THE COLORADO STATE FOREST SERVICE IN THE AMOUNT OF $7,272.52 PURSUANT TO THE TEAMING UP FOR TREES GRANT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT NO. PL1903

SUMMARY:

This Ordinance budgets and appropriates additional funds received from the Colorado State Forest Service pursuant to the "Teaming Up for Trees" grant into Project No. PL1903, which is used for reimbursement costs associated with the removal and replacement of trees within the City of Pueblo parks system.

PREVIOUS COUNCIL ACTION:

On May 13, 2019, City Council approved Ordinance 9455, which approved and accepted the Colorado State Forest Service's "Teaming Up for Trees" project grant in the amount of $27,900.00., established Project No. PL1903, and budgeted and appropriated the funds into said project.

On April 12, 2021, City Council approved Ordinance 9905, which approved and accepted additional funds from the Colorado State Forest Service in the amount of $5,371.07 pursuant to the "Teaming Up for Trees" project grant, and budgeted and appropriated the funds into Project No. PL1903.

BACKGROUND:

In 2017, the Colorado State Forest Service (CSFS) secured approximately $200,000.00 for replacing dead and dying trees with new transplanted stock in Southeastern Colorado. Specifically, this funding was secured by CSFS to help replace trees that were severely damaged as a result of the spring snowstorm in April 2017.

The grant specified that the funding would not be solely for tree removal, but also for planting new trees. The grant funds were divided between three Southern Colorado State Forest Service districts and each district funded projects within their respective TREE CITY USA communities. Pueblo City Parks staff took advantage of this grant fund opportunity and have to date removed and replaced numerous trees within the City's 650 plus acres of maintained parks and streetscapes. This past spring, the City of Pueblo was recognized as a TREE CITY USA community for forty-one (41) consecutive years for its commitment and appreciation of trees in the community.

FINANCIAL IMPLICATIONS:

The additional grant award funds will be utilized to replace trees within the City of Pueblo's park system.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If this Ordinance is not approved, the City will be required to return the additional funds to the Colorado State Forest Service, and the number of additional trees to be planted throughout the City of Pueblo's park system will be reduced accordingly.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
CSFS Grant Reimbursement Document

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING ADDITIONAL FUNDS FROM THE COLORADO STATE FOREST SERVICE IN THE AMOUNT OF $7,272.52 PURSUANT TO THE TEAMING UP FOR TREES GRANT, AND BUDGETING AND APPROPRIATING SAID FUNDS TO PROJECT NO. PL1903

WHEREAS, on May 13, 2019, the City of Pueblo accepted a Colorado State Forest Service “Teaming Up for Trees” project grant award in the amount of $27,900.00; and

WHEREAS, on April 12, 2021, the City of Pueblo accepted additional funds from the Colorado State Forest Service “Teaming Up for Trees” project grant in the amount of $5,371.07; and

WHEREAS additional grant funds in the amount of $7,272.52 have been made available; NOW, THEREFORE,

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

SECTION 1.

Funds in the amount of $7,272.52 are hereby accepted from the Colorado State Forest Service. Said funds shall be budgeted and appropriated to Project No. PL 1903 – “Teaming Up for Trees” Grant.

SECTION 2.

Grant funds shall be used in accordance with the Project Award Notification approved on May 13, 2019, through Ordinance No. 9455.

SECTION 3.

Matching funds in the amount of $7,272.52 from the operating budget of the City Parks and Recreation Department have been expended for the purposes authorized by the Project Award Notification.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance to implement the policy 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 _____.

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

CSFS GRANT REIMBURSEMENT REQUEST PACKAGE

Form 1 of 3

In order for the recipient to receive reimbursement, they **must** provide documentation supporting their costs and corresponding match. Reimbursement requests must be **typed** and contain Forms 1-3, receipts for actual costs (out of pocket expenses) incurred by the recipient, and any additional supporting documentation. Other costs and matching funds incurred by the recipient and/or donated by other resources must also be itemized and receipts provided when possible.

1. ***Make Payment To:***

Name: City of Pueblo
Attn: Mike Sexton
Address: 800 Goodnight
City, State, Zip: Pueblo, CO 91004

2. ***CSFS Account Number(s):*** 5314414 CCTT1
3. ***CSFS Account Title(s):*** 17CPG LSR Teaming up for Trees
4. ***Payment Amount Requested:*** $7,272.52 ***Account Number:***
Account Number:
5. ***Project Name:*** Teaming up for Trees - City of Pueblo
6. ***Project Number (if applicable):***
7. ***Total Award Amount:*** $40,543.59 ***Account Number:***
Account Number:
8. ***Reimbursed Amount to Date:*** $33,271.07 ***Account Number:***
Account Number:
9. ***Award Beginning Date:*** September 15, 2017
Award End Date: May 31, 2022

Payment number	***1st***	***2nd***	***3rd***	***4th***	***Final***

10. ***a) Reimbursement Request amount cannot exceed Total Award Amount.***
b) Reimbursement will only be made if match requirement is met.
c) Reimbursement cannot exceed total project costs incurred by recipient.

A. Remaining Award Amount	B. Reimbursement Requested Amount (recipient cost)	C. Match Recipient and non-recipient (reimbursable costs that exceed the award amount and meet the scope of work or non-recipient cost donated and used as match)	D. Total Project Cost	E. Recipient Match Rate (%)
			B+C	C/D
$7,272.52	$7,272.52	$19,919.96	$27,192.48	73.26%

*** Results from Form 3 CSFS Cost Documentation Worksheet will auto populate the table above. Please review in detail and include all documentation supporting the recipient's costs and corresponding match.**

FOR STATE OFFICE USE ONLY

Checked for Federal suspension and debarment (State Office) https://www.sam.gov/portal/public/SAM/

Date: _____ KFS Document Number: _____

Vendor Number: _____ Approved for Payment: _____

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: June 13, 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 PROJECT CI2120 FOR CITY OF PUEBLO DOWNTOWN MULTIMODAL SAFETY IMPROVEMENTS PROJECT, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A CAPITAL IMPROVEMENT PROGRAM, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $680,890.75 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance created Project No. CI2120 for Pueblo Downton Multimodal safety improvements (Union Avenue and Main Street Master Plan), approves an Intergovernmental Agreement ("IGA") between Pueblo, A Municipal Corporation ("City") and Pueblo County ("County") relating to the use of 2016 Ballot Question 1A Capital Improvement Program funds for the design of the City of Pueblo Downton Multimodal Safety Improvements (Union Avenue and Main Street Master Plan) and budgets and appropriates funds from Pueblo County totaling $680,890.75 for the Project.

PREVIOUS COUNCIL ACTION:

Ordinance 9564, 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 Main Street Pedestrian, Parking and Streetscape Project CI1913 and budgeted and appropriated $100,000 for the design phase of the Project.

Ordinance 9565, 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 Union Avenue Pedestrian, Parking, and Streetscape Project CI1912 and budgeted and appropriated $100,000 for the design phase of the Project.

Resolution 14378, dated March 9, 2020, approved an agreement for Professional Design Consulting Services with Bohannan Huston, Inc., (BHI) for $184,995 ($89,230 for Union Avenue paid from CI1912 and $95,765 for Main Street paid from CI1913).

Ordinance 10015, dated September 27, 2021, approved the master plan design for Union

Avenue and Main Street.

BACKGROUND:

This Ordinance approves an IGA between the City and the County relating to the use of 2016 Ballot Question 1A Capital Improvement Program Project funds for the design of the City of Pueblo Downtown Multimodal Safety Improvements Project based on the approved Master Plan Design for Union Avenue and Main Street. The funding provided from the County is $680.890.75.

The Master Plan Design for Union Avenue and Main Street (Master Plan) was funded by the 2016 Pueblo County 1A Fund and approved by City Council in September 2021. The Project consultant, Bohannan Huston, was contracted by the City to engage with elected officials, City and County Staff, stakeholders, and the public to create a plan which addresses pedestrian access, parking options, and streetscape improvements. The final plan incorporates all elements into a well-defined recommendation for complete street buildout of Union Avenue and Main Street, with the master plan for the Union Avenue and Main Street complete, sub-projects have been selected for final design.

The funding to the City authorized in the IGA will provide $680,890.75 dollars for the design portion of the Project. The County will provide an additional $2,119,109.25 for construction of improvements. There are no matching funds required from the City, although the City staff will participate as part of the Project planning and design team. In addition, the project was recently awarded a $2 million dollar grant from CDOT for Revitalizing Main Streets.

FINANCIAL IMPLICATIONS:

Funds in the amount of $680,890.75 will be provided by Pueblo County and shall be budgeted and appropriated for the Project CI2120.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the design without the funding from the 2016 Ballot Question 1A Capital Improvement Program Project funds.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
City-County IGA for the Pueblo Downtown Multimodal Safety Improvements Project

ORDINANCE NO.

AN ORDINANCE ESTABLISHING PROJECT CI2120 FOR THE CITY OF PUEBLO DOWNTOWN MULTIMODAL SAFETY IMPROVEMENTS PROJECT, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY RELATING TO THE USE OF 2016 BALLOT QUESTION 1A CAPITAL IMPROVEMENT PROGRAM, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $680,890.75 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Pueblo Downtown Multimodal Safety Improvements Project CI220 is hereby established.

SECTION 2.

The Intergovernmental Agreement (“IGA”) between Pueblo, A Colorado Municipal Corporation, and Pueblo County relating to Pueblo Downtown Multimodal Safety Improvements Project, a copy of which is attached, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Subject to encumbrances by Pueblo County, funds from the Pueblo Downtown Multimodal Safety Improvements Project in the amount of $680,890.75 are hereby budgeted and appropriated for the Pueblo Downtown Multimodal Safety Improvements Project No. CI2120.

SECTION 4.

The Mayor is authorized to execute and deliver the IGA 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 the intent of the Ordinance and IGA to implement the policies 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

INTERGOVERNMENTAL AGREEMENT

(Pueblo Downtown Multi-Modal Safety Improvements Project)

THIS AGREEMENT is entered and is effective this ___ day of June, 2022 ("Effective Date") between Pueblo County, a political subdivision of the State of Colorado, ("County") and the City of Pueblo, a Colorado municipal corporation and a home-rule municipality ("City") (collectively, the "Parties").

WITNESSETH:

WHEREAS, on November 8, 2016 Pueblo County ("County") voters passed Ballot Question 1A, which allows the County to collect, retain and spend all revenue from all sources notwithstanding the limitations of Article X, Section 20 of the Colorado Constitution ("TABOR") or other law and to utilize revenues from expiring Tax Incentive Agreements.("TIA") to fund all or any portion of an initial list of 20 specific community improvement projects, and a list of projects as modified or supplemented from time to time, now formally known as the Capital Improvement Program ("CIP"); and

WHEREAS, Pueblo County caused the issuance of the Certificates of Participation, Series 2019 (the "Certificates"), the proceeds of which together with available TIA revenues are being utilized to support funding of approximately 15 specific community improvement Projects in the CIP, including: **1)** the Union Avenue Pedestrian, Parking and Streetscape Project which consists of a research and planning study to identify specific improvements that support pedestrian activity, parking and enhances streetscaping for the section of Union Avenue which runs parallel to Main St. from Southwest of the Arkansas River and running Northeast to City Center Drive, a design phase, and thereafter the construction of specific improvements identified in the planning study and the design; and **2)** the Main Street Pedestrian, Parking and Streetscape Project which consists of a research and planning study to identify specific improvements that support pedestrian activity, parking and enhance streetscaping for the section of Main Street between D Street and City Center Drive, and possibly extending further north as the project budget allows, a design phase, and thereafter the construction of specific improvements identified in the planning study and the design; and

WHEREAS, this Board entered into an Intergovernmental Agreement dated October 17, 2019, with the City of Pueblo for the Union Avenue Pedestrian, Parking and Streetscape Improvements Project with the total fee estimated for the planning and design phase project is $100,000; the estimated cost of the construction improvements for the Project is $900,000 resulting in a total estimated cost for the entire project of $1,000,000; and

WHEREAS, this Board entered into an Intergovernmental Agreement dated October 17, 2019, with the City of Pueblo for the Main Street Pedestrian, Parking and Streetscape Improvements Project with the total fee estimated for the planning and design phase project is $100,000; the estimated cost of the construction improvements for the Project is $1,900,000 resulting in a total estimated cost for the entire project of $2,000,000; and,

WHEREAS, Pueblo County provided $100,000 from the 1A funds for the Planning and Design Phase Project for both City's Union Avenue and Main Street Pedestrian, Parking and Streetscape Projects; and

WHEREAS, both Intergovernmental Agreements for the Planning and Design Phase expired on December 31, 2021, and the City of Pueblo has combined the Union Avenue Pedestrian, Parking and Streetscape Improvements Project and the Main Street Pedestrian, Parking and Streetscape Improvements Project into one (1) project called the Pueblo Downtown Multi-Modal Safety Improvements Project (also " Project"); and

WHEREAS, the City of Pueblo has requested additional funding in the amount of $680,890.75 to complete the Final Design and Construction Documents for the Pueblo Downtown Multi-Modal Safety Improvements Project; and

WHEREAS, Pueblo County desires to provide $680,890.75 from the 1A funds for preparation of the Final Design and Construction Documents for the Pueblo Downtown Multi-Modal Safety Improvements Project subject to and in accordance with the provisions of this written Agreement.

NOW THEREFORE, in consideration of the promises, conditions and covenants set forth herein the Parties mutually agree as follows:

1. **SPECIFIC PROVISIONS**:

1.1 The County agrees to provide the City a grant award in the amount of $680,890.75 (the "Grant") for the purpose of preparing the Final Design and Construction Documents for the Pueblo Downtown Multi-Modal Safety Improvements Project, as further described in the attached Scope of Work which is attached hereto and incorporated herein as Exhibit A. County shall pay to the City the Grant within 10 days of the execution of this Agreement. The City is under no obligation to repay the money so granted to it by the County, unless the City fails to apply the proceeds of the Grant to the completion of portions of the Pueblo Downtown Multi-Modal Safety Improvements Project described herein as provided in paragraph 2.1 hereof.

1.2 The Parties understand that the County's obligation under this Agreement is only to fund portions of the Pueblo Downtown Multi-Modal Safety Improvements Project described herein and it is the City's obligation to complete the Project. The City shall bear all risk and responsibility related to completing the same.

1.3 The City will act as the sole manager of the Pueblo Downtown Multi-Modal Safety Improvements Project on behalf of the Parties. As such, the City will determine the method and manner in which the Project is completed, in accordance with its internal policies and procedures. The City hereby represents and warrants to County that it will commit the human and other resources necessary to undertake

and perform its obligations under this Agreement. The City further acknowledges and intends that County rely upon this representation and warranty.

1.3 The City shall provide written quarterly updates to the County regarding the progress of the Pueblo Downtown Multi-Modal Safety Improvements Project. The reports shall include, but not be limited to, agreements between the City and vendors to perform services related to the Project, invoices for services, amounts paid by the City for services rendered related to the Project, narrative regarding the progress of the Project. The City will publicly promote the Project and periodically inform the public about the Project. County, at its expense, shall be allowed to post a sign(s) at the project site indicating that the improvements are funded by County Ballot Question 1A Funds.

1.4. Title to all work product related to the Project shall vest in the City.

2. CONDITIONS:

2.1 As a condition of receiving the Grant from the County, the City agrees that Grant proceeds it receives will be spent in accordance with the purposes set forth in this Agreement. In the event that the City breaches this Agreement, the County reserves the right to pursue all remedies which are or may be available to the County for the City's breach of any covenant, term, or condition of this Agreement. All rights and remedies under this Agreement shall be cumulative and shall be in addition to those rights which the Parties may have under applicable law, statute, regulation or otherwise.

3. <u>TERM AND TERMINATION:</u>

3.1 The term of this Agreement shall begin on the Effective Date and, unless sooner terminated as provided herein, it will terminate on April 30, 2023.

4. <u>CITY CONTRIBUTIONS:</u>

4.1 City agrees that the funds committed by County pursuant to this Agreement are intended by County to be in addition to, and not in substitution or replacement of, any monies previously committed by the City or any other entity to the Project.

5. <u>OTHER:</u>

5.1 The City shall bear all risk and responsibility related to compliance with Article X, Section 20 of the Colorado Constitution ("TABOR") or other law which is applicable to the transactions described in this Agreement.

5.2 This Agreement constitutes the entire Agreement between the Parties and supersedes all prior and contemporaneous agreements, representations and understandings between them. This Agreement shall be construed and enforced according to the laws of the State of Colorado. No alterations, amendments,

changes or modifications to this Agreement shall be valid unless they are contained in writing and executed by all Parties.

5.3 This Agreement shall be binding and inure to the benefit of the Parties to it and their respective legal representatives, successors and assigns. Any delegation or assignment of this Agreement by either Party without the prior written consent of the other Party shall be void. The subject headings of the paragraphs of this Agreement are included for purposes of convenience only and shall not affect the construction or interpretation of its provisions.

5.4 Except as set forth elsewhere in this paragraph, all notices to be given in this Agreement shall be made in writing and shall be sufficient if delivered personally due to the need for timely transmission of information or by Certified Mail to the other party at the following addresses:

Pueblo County Department of Budget and Finance
Pueblo County Courthouse
215 West 10th Street
Pueblo, CO 81003

With a copy to:
Pueblo County Attorney's Office
Pueblo County Courthouse
215 West 10th Street, Room 312
Pueblo, CO 81003

And

Mayor's Office
#1 City Hall Place, 2nd Floor
Pueblo, CO 81003

With a copy to:
Director of Planning and Development
211 East D Street
Pueblo, CO 81003
With an additional copy to:
City Attorney's Office
#1 City Hall Place, 3rd Floor
Pueblo, CO 81003

5.5 GOOD FAITH: The Parties shall implement this Agreement in good faith including acting in good faith in all matters that require joint or coordinated action.

5.6 STATUS OF PARTIES: The Parties will perform their duties under this Agreement independent from each other. Neither Party, nor any employee, officer or agent thereof, will be considered to be an agent or employee of the other Party for any purpose whatsoever.

5.7 NO THIRD-PARTY BENEFICIARY**:** Enforcement of the terms of the Agreement and all rights of action relating to enforcement are strictly reserved to the Parties. Nothing contained in the Agreement gives or allows any claim or right of action to any third person or entity.

5.8 LEGAL AUTHORITY: The Parties assure that they possess the legal authority, pursuant to any proper, appropriate and official motion, resolution or action passed or taken, to enter into this Agreement. The person or persons signing and executing this Agreement do hereby warrant that he/she or they have been fully authorized to execute this Agreement and to validly and legally bind their principals to all the terms, performances and provisions herein set forth.

5.9 SURVIVAL OF CERTAIN CONTRACT TERMS: Notwithstanding anything to the contrary, the Parties understand and agree that all terms and conditions of this Agreement which may require continued performance or compliance beyond the termination date of this Agreement and shall survive such termination date and shall be enforceable by the Parties.

5.10 LIABILITY AND INSURANCE: As between the City and County, City (as the owner of the Project work product) 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 use of the project elements funded by County 1A dollars 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.

[This space is intentionally left blank.]

IN WITNESS WHEREOF, the Parties hereto have entered into this Agreement the day and year first written above.

ATTEST:

By:

_____
Clerk to the Board

COUNTY OF PUEBLO

_____
Chair, Board of County Commissioners

Date: _____

ATTEST:

By: _____
City Clerk-
Brenda Armijo

[S E A L]

CITY OF PUEBLO

By: _____
Mayor
Nicholas A. Gradisar

Date: _____

APPROVED AS TO FORM:

By: _____
County Attorney
Cynthia Mitchell

APPROVED AS TO FORM:

By: _____
City Attorney-
Daniel C. Kogovsek

EXHIBIT A – SCOPE OF WORK

Bohannan Huston

Meridian One
9785 Maroon Circle
Suite 140
Englewood, CO
80112-5928

www.bhinc.com

voice: 303.799.5103
facsimile: 303.799.5104
toll free: 877.799.5103

January 7, 2022

Kelly Grisham
City of Pueblo Public Works
Senior Planner
211 East D Street
Pueblo CO 81003

Re: Final Design and Construction Documents for Union Avenue and Main Street (Pueblo Downtown Multi-Modal Safety Improvements) - Scope of Work

Dear Ms. Grisham,

Per your request, Bohannan Huston, Inc. (BHI) has prepared the following scope and fee for the referenced project. The project includes Final Design and Construction Documents based on recommendations from the Master Plan Design for Union Avenue and Main Street planning efforts. Design will include streetscape improvements including entire master plan project lists as presented and approved by City and County and in compliance with recent Revitalizing Main Streets (RMS) grant funding application. This scope of work will consist of survey and mapping, final design plans and construction documents, and bidding and construction management support. The attached Scope of Work defines the work, deliverables, schedule, and fees for each of the tasks described in detail below.

We look forward to working with you on this project and ask that if you have any questions on scope, level of effort, or schedule to please call us to discuss. We want to ensure that your expectations are met in the most efficient and effective way possible.

Thank you again for the opportunity to submit these materials. Should you have any questions, please do not hesitate to contact us.

Sincerely,

Jared M Lee, P.E., LEED AP
Senior Vice President

cc: Denise Aten, BHI

ACCEPTED

BY_____
(Signature)

_____
(Printed Name)

TITLE_____

DATE_____

Bohannan Huston

City of Pueblo

Final Design and Construction Documents for Union Avenue and Main Street

(Pueblo Downtown Multi-Modal Safety Improvements)

SCOPE OF WORK
BOHANNAN HUSTON, INC.

January 7, 2022

A. PROJECT DESCRIPTION

Purpose: The BHI Team will complete Final Design and Construction Documents based on recommendations from the Master Plan Design for Union Avenue and Main Street planning efforts, including entire master plan project lists, including sub projects, as presented and approved by City and County and in compliance with recent Revitalizing Main Streets (RMS) grant funding application, approximately $7.66 million construction budget.

Project Location: S Union Ave, from City Center Drive to Abriendo Ave, and S Main Street, from City Center Drive to Arkansas River, in Pueblo, CO. Also, C Street and D Street between Union and Main.

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
        ii. Finalize project scope
        iii. 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)
   a. Prepare agendas
   b. Progress report and schedule update
   c. Prepare meeting notes
3. Project Website Management
   a. Provide project updates during design and construction.

Assumptions:

1. Assumes a 12-month project design schedule and 12 monthly meetings. Progress meetings may be combined with review meetings.
2. Project progress/team meetings are assumed to be on Zoom or Conference Calls. Review meeting will be conducted in person.

Deliverables:

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

Final Design Phase

Task 1: Data Acquisition and Survey

Approach:

BHI will provide field work in order to support design, including:

1. Design Survey and Mapping
   a. BHI will provide design surveying including:
      i. Prepare Survey Control, including a project benchmark

ii. Provide a Control Diagram and report.

iii. Perform Right-of-Way (ROW) Research and Mapping based upon record document research and review, field investigations to obtain boundary evidence, and collective evaluation of evidence to arrive at a defendable right-of-way determination.

iv. Topographic Design Surveying include features of interest such as pavement markings, edge of pavement, curb & gutter, curb cuts, sidewalks, signage, pedestrian access points, arterial streets, retaining walls, existing trees, and marked and visible evidence of utilities, within the roadway corridor per the attached project boundary map. Aerial mapping and/or field survey may be utilized to obtain the above data.

v. MIG will perform field investigation of irrigation system to determine existing irrigation points of connection, mainline, and equipment.

vi. The City will coordinate with design consultant on tree locations for removal if required.

2. Utility Location: BHI subconsultant UCS will provide field locating of existing utilities and preparation of a certified utility map, in accordance with Senate Bill (SB) 18-167

a. Notify CO 811 of engineering required project and perform records research of existing subsurface within the project limits by contacting each utility owner and obtaining their available facility records (QL'D' designating)

b. Perform QL'C' survey of existing gravity fed systems includes utility type, ownership, size and material composition based on available record information.

c. Perform geophysical investigation (QL'B' designating) of existing traceable (metallic or nonmetallic buried with trace wire) subsurface utilities

d. Perform survey of utility markings placed by our designators

e. Complete utility mapping with depictions as outlined in the ASCE 38 standard.

f. Survey in utility marks and structure appurtenances

i. This portion of the project will be completed by BHI Survey as part of Design Survey and Mapping to ensure that the final utility drawing is completed in conformance with Senate Bill 167 requirements.

g. QA/QC of investigative findings based on existing records, maps and as-built information.

h. Determine locations for test holes (QL'A') based on proposed design and client coordination.

i. Provide vacuum excavation test holes for the project, on existing subsurface utilities

j. Provide mapping of the completed utility investigation findings

Assumptions:

1. Existing ROW documents exist, and adjacent individual deeds are not required to define the existing ROW. ROW monuments/property corners along the corridor of interest are existent. No title work will be required or provided.
2. Survey will be performed within public ROW. This scope of work does not include any right-of-entry requests or coordination of right-of-way corner monumentation. These services can be provided separately if determined to be necessary.
3. Traffic Control during field investigation is included.
4. Utility Test Holes will be completed as an additional service based on the number of holes determined during Final Design Phase.
5. The City will provide Geotechnical Investigation and Pavement Design as necessary for roadway rehabilitation and replacement.
6. Environmental field work and research will be completed by the City or CDOT.

Deliverables:

1. Survey control diagram and report
2. Right-of-way/Ownership map
3. ACAD Civil 3D topographic survey drawing, with an .xml surface in BHI engineering standards, 1"= 30' scale
4. ASCE 38 certified utility mapping sealed by a Colorado Registered Professional attesting to the utility depictions based on the ASCE 38 standard and electronic 2D CAD format.

Task 2: Final Design

Approach:

BHI, along with MIG landscape architects, will prepare final design of the streetscape improvements along S Union Ave and S Main Street based on recommendations from the Master Plan Design for Union Avenue and Main Street planning efforts, including entire master plan project lists as presented and approved by City and County and in compliance with recent Revitalizing Main Streets (RMS) grant funding application.

1. Preliminary design package (30%) for the City and CDOT review.
2. Coordinate and facilitate the FIR meeting with City and CDOT. (Including minutes and revisions to plans)
3. Conduct public information meeting to present final design.
4. Project Website management and updates

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 supporting documents attached for additional details.
2. Design will extend up to and include existing sidewalk. Modification to existing buildings, entryways, private property, or utility services are not included. Modification to bridge structures is not included.
3. BHI Subconsultant MIG will provide pedestrian streetscape design drawings, specifications, and quantities to a 30% level of completion, which will address: materials, color and finish information for pedestrian paving areas, as well as the dimensional location of site furnishings (e.g. seating, tree grates, planters, bike racks, trash receptacles, and wayfinding). MIG will also provide planting design drawings, specifications, and quantities.
4. Streetscape Design shall be based on Pueblo's City Center Streetscape Standards.
5. The project has received funding of $2 million for construction and therefore, coordination and approval by CDOT will be necessary. Design funding is being provided by the City.
6. Design and Construction of Gateway Features will be completed by the City. BHI will coordinate and indicate location placeholders for these features on plans.
7. City will provide public meeting advertisement and venue.
8. Individual Stakeholder/Property Owner meetings or coordination of design improvements has been excluded but can be included for an additional fee.

Deliverables:

1. Design Drawings (drawings shall be developed in CDOT format)
2. Draft specifications
3. Engineers Opinion of Probable Cost

Construction Documents and Bidding Phase

Task 1: Construction Documents

Approach:

BHI, and our team, will prepare construction documents for submittal and review with the City for purpose of construction bidding including:

1. Construction Drawings including, (Includes 90% / FOR & 100% / For Construction Plans)
    a. Title Sheet, Project Data, Plans Index

b. General Notes
c. Typical Sections
d. Project Control and Survey Sheet
e. Removal Plan
f. Grading Plans
g. Intersection and Curb Ramp Detail Sheets (1"=20')
h. Grading, Erosion and Sediment Control Plans and Details
i. Signage and Striping Plan
j. Landscape and Irrigation Plan and Construction Details
k. Lighting Plan
l. Signal Plans
m. Miscellaneous Construction Details
n. Standard Plans List

2. Technical Specifications
3. CDOT standard project provisions and project special provisions
4. Engineer's Estimate of Construction Cost
5. Attendance at FOR/Final Review (90%) meeting – in person
6. Provide all documents for City to coordinate with CDOT specialty units. Assist City in preparation of Utility, Right-of-Way and Environmental Clearance Letters.
7. Conduct public information meeting to provide update on final design and construction schedule.

Assumptions:

1. Standard Drawings and Specifications will be referenced where applicable, including City of Pueblo and CDOT Standard Drawings and Specifications and Black Hills Energy Standards for lighting.
2. BHI Subconsultant MIG will provide pedestrian streetscape design drawings, specifications, and quantities to a 90% and 100% level of completion, which will address elements listed in Task 2: Final Design.
3. Irrigation design shall be per City of Pueblo standards and requirements. CSI Standard Specifications may be utilized for landscape and irrigation. Owner to provide sleeving locations for lighting and irrigation equipment and point of connection for irrigation.
4. BHI and MIG will coordinate layout of street and pedestrian lighting. Electrical Engineering and photometrics are excluded.

5. Tree Removal and Replacement will be included in landscape plans based on recommendation by the City. Mitigation Plans or documentation are not included.
6. Traffic impact study or additional analysis of intersections or adjacent roadways is not included. New traffic signals are not anticipated or included; modification based on Master Plan recommendations only.
7. BHI will review/perform drainage analysis to comply with the current City of Pueblo Storm Drainage Design Criteria and Drainage Policies. Drainage improvements within the project area will be included. It is assumed that the overall run-off quantity and drainage patterns will remain relatively unchanged. Regional drainage management or offsite improvements are not included.
8. All improvements will be within City property and easements or ROW. Acquisition is not necessary.
9. Environmental documentation will be provided by CDOT or City for use in preparing permit and clearance letter.
10. Field locating of existing trolley tracks is not included. Location will be based on as-built plan drawings and mitigation standard specification, bid item and quantity will be included in contract documents if removal is needed.

Deliverables:

1. Final (90%) Construction Drawings for FOR review
2. Technical Specifications in Word (.doc) and Adobe PDF format
3. Engineer's Estimate of Construction Cost in Excel (.xcl) and Adobe PDF format.
4. Stamped final (100%) Construction Documents in AutoCAD 2016 or newer, Word (.doc), and Adobe PDF format.

Task 2: Bidding Assistance

Approach:

BHI will assist City staff on an on-call basis to provide specification and drawing clarifications. City Purchasing Department staff will complete advertisement, on-line distribution and bid receiving. BHI will provide the following services:

1. Attend and participate in pre-bid meeting.
2. Provide clarification of the contract document's intent during the bidding process and determine the need for issuance of addenda.
3. Prepare addenda when required.

Assumptions:

1. City to handle overall bidding and procurement process
2. City shall be responsible for placing bid advertisement.

3. City to maintain bidder's log and addenda distribution log.
4. City to schedule and conduct Pre-Bid and Bid Opening.

Deliverables:

1. Original documents for advertisement and distribution

Construction Phase

Task 1: Post Construction Award Services (PCAS):

Approach:

BHI will assist City staff on an on-call basis to provide construction administration services from contract award to close out and support of final payment to the contractor. BHI will perform services throughout this period as follows:

1. Provide "As-awarded" construction documents, reflecting any bid addendum
2. Attend a pre-construction meeting and identify critical observation points and coordination items necessary prior to and during construction.
3. Review shop drawings, material submittals and other submittals of the contractor
4. Respond to Request for Information (RFI) and render interpretations of Documents as necessary for Contractor and Inspection staff.
5. Prepare record drawings.

Assumptions:

1. Overall construction administration and inspection to be provided by City staff. BHI will support on an on-call basis.
2. Record drawings will be prepared based on actual as-builts provided by the construction contractor.

Deliverables:

1. As-awarded construction documents
2. Project related documentation as needed
3. Record drawings in AutoCAD 2016 or newer and Adobe PDF format.

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: Data Acquisition and Survey	$139,408.75
Task 2: Final Design	$204,544.00
Construction Documents and Bidding:	
Task 1: Construction Documents	$271,938.00
Task 2: Bidding Assistance (T&M)	$ 15,000.00
Construction:	
Task 1: Post Construction Award Services (PCAS): (T&M)	$ 50,000.00
Total	**$680,890.75**

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

Schedule:

Project schedule is included in the following pages

EXCLUSIONS

1. Title Work, vesting documents, Right-of-way appraisal, negotiations and acquisition.
2. Geotechnical engineering or pavement design – to be provided City.
3. Environmental investigation or documentation are not included in this scope of work – to be completed by the City or CDOT or provided as an additional service if determined to be needed.
4. Construction Phasing, Jointing and Traffic Control Plans.
5. Structural Design - City/Black Hills standard details will be used for lighting foundation design, etc.
6. Photometrics or Electrical Engineering. City of Pueblo and Black Hills Energy Standard Fixtures, Details, and Engineering will be referenced.
7. Illustrative Drawings/additional renderings beyond those provide in the master plan are excluded but can be included for an additional fee.
8. Design of wayfinding elements, bus shelters, and graphic design.
9. Coordination of unknown field conditions to be encountered during construction in a Downtown setting (e.g. basements, historical findings, and unknown utility findings during excavation) will be included in PCAS services. Additional design that be required

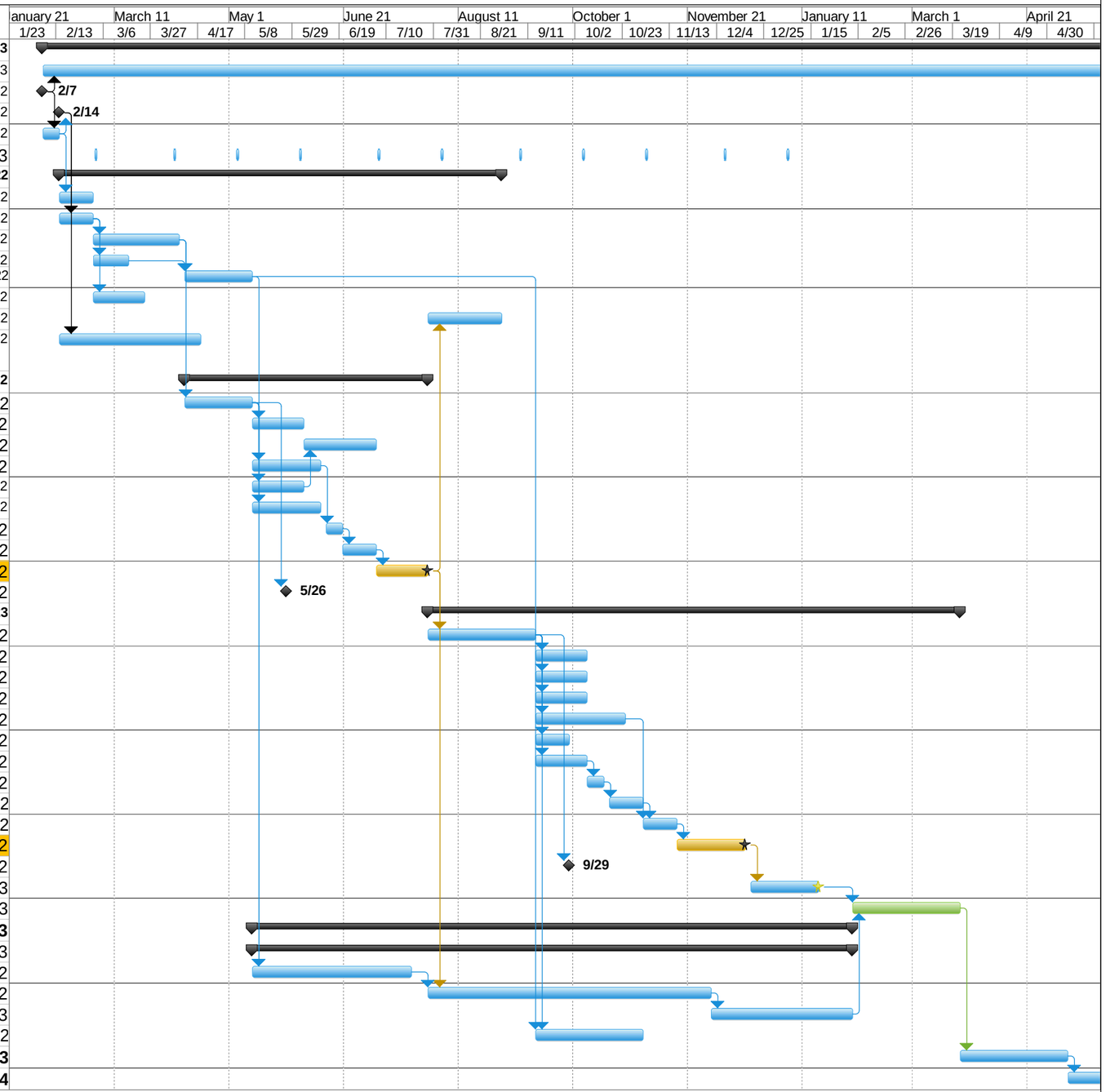
will be scoped with the City first or billed at hourly rates as an Additional Service.

10. Utility design – conflict identification only.
11. Easement preparation or acquisition.
12. Permitting or associated fees.
13. Providing any services requiring the preparation of multiple construction plan sets for multiple phases of development is not included.
14. Full time construction management or observation.
15. Performing construction staking, or materials testing is not included.

Final Design and Construction Documents for Union Avenue and Main Street

Bohannan Huston

ID	Task Name	Duration	Start	Finish
1	**Project Control**	**305.78 days**	**Mon 2/7/22**	**Thu 6/1/23**
2	Project Management	305.78 days	Mon 2/7/22	Thu 6/1/23
3	Notice to proceed	0 days	Mon 2/7/22	Mon 2/7/22
4	Kickoff and Site Review Meeting	0 days	Mon 2/14/22	Mon 2/14/22
5	Project Management Plan/Schedule	5 days	Mon 2/7/22	Mon 2/14/22
6	Monthly Project Meetings	.96.56 days	Wed 3/2/22	Thu 1/5/23
18	**Data Acquisition and Survey**	**125 days**	**Mon 2/14/22**	**Tue 8/30/22**
19	Engineering Research	10 days	Mon 2/14/22	Tue 3/1/22
20	ROW Research and Survey Control (BHI Survey)	10 days	Mon 2/14/22	Tue 3/1/22
21	Design Survey and Mapping (BHI Survey)	25 days	Tue 3/1/22	Fri 4/8/22
22	ROW Survey	10 days	Tue 3/1/22	Thu 3/17/22
23	Ownership Map	20 days	Mon 4/11/22	Wed 5/11/22
24	Utility Location Survey (UCS)	15 days	Tue 3/1/22	Thu 3/24/22
25	Utility Potholes (if needed)	20 days	Thu 7/28/22	Tue 8/30/22
26	Geotechnical Investigation/Pavement Design (City)	40 days	Mon 2/14/22	Mon 4/18/22
27	**Final Design (FIR)**	**70 days**	**Mon 4/11/22**	**Thu 7/28/22**
28	Layout	20 days	Mon 4/11/22	Wed 5/11/22
29	Preliminary Drainage Analysis/Plan	15 days	Wed 5/11/22	Fri 6/3/22
30	Preliminary Utility Coordination	20 days	Fri 6/3/22	Tue 7/5/22
31	Preliminary Signage and Striping Plan	20 days	Wed 5/11/22	Fri 6/10/22
32	Preliminary Lighting Plan	15 days	Wed 5/11/22	Fri 6/3/22
33	Preliminary Landscape/Irrigation Plan (MIG)	20 days	Wed 5/11/22	Fri 6/10/22
34	Preliminary Cost Estimate	5 days	Mon 6/13/22	Mon 6/20/22
35	Quality Control Review and Address Comments	10 days	Mon 6/20/22	Tue 7/5/22
36	FIR Submittal/Review Meeting	15 days	Tue 7/5/22	Thu 7/28/22
37	Public Meeting #1	0 days	Thu 5/26/22	Thu 5/26/22
38	**Construction Documents (FOR)**	**150 days**	**Thu 7/28/22**	**Wed 3/22/23**
39	Final Roadway Design	30 days	Thu 7/28/22	Wed 9/14/22
40	Final Utility Coordination	15 days	Wed 9/14/22	Fri 10/7/22
41	Final Drainage Report	15 days	Wed 9/14/22	Fri 10/7/22
42	Final Lighting Plan	15 days	Wed 9/14/22	Fri 10/7/22
43	Final Landscape and Irrigation Plan (MIG)	25 days	Wed 9/14/22	Mon 10/24/22
44	Traffic Control Plans	10 days	Wed 9/14/22	Thu 9/29/22
45	Final Signage and Striping Plan	15 days	Wed 9/14/22	Fri 10/7/22
46	Final Cost Estimate	5 days	Fri 10/7/22	Fri 10/14/22
47	Technical Specifications	10 days	Mon 10/17/22	Tue 11/1/22
48	Quality Control Review and Address Comments	10 days	Tue 11/1/22	Wed 11/16/22
49	FOR Submittal/Review Meeting	20 days	Wed 11/16/22	Fri 12/16/22
50	Public Meeting #2	0 days	Thu 9/29/22	Thu 9/29/22
51	PS&E/Final Plans/Bid Documents	20 days	Mon 12/19/22	Wed 1/18/23
52	Authorization to Bid	30 days	Thu 2/2/23	Wed 3/22/23
53	**Permitting**	**170 days**	**Wed 5/11/22**	**Thu 2/2/23**
54	Environmental	170 days	Wed 5/11/22	Thu 2/2/23
55	Field	45 days	Wed 5/11/22	Thu 7/21/22
56	Clearance	80 days	Thu 7/28/22	Thu 12/1/22
57	Permitting	40 days	Thu 12/1/22	Thu 2/2/23
58	ROW/Review	30 days	Wed 9/14/22	Tue 11/1/22
59	**Bidding**	**30 days**	**Wed 3/22/23**	**Tue 5/9/23**
60	**Construction**	**200 days**	**Tue 5/9/23**	**Tue 3/19/24**



Project: Union-Main_Final Design Sche
Date: Fri 1/7/22

Task | Project Summary | Inactive Milestone | Manual Summary Rollup | Progress
Split | External Tasks | Inactive Summary | Manual Summary | Deadline
ask | Start-only
nly | Finish-only

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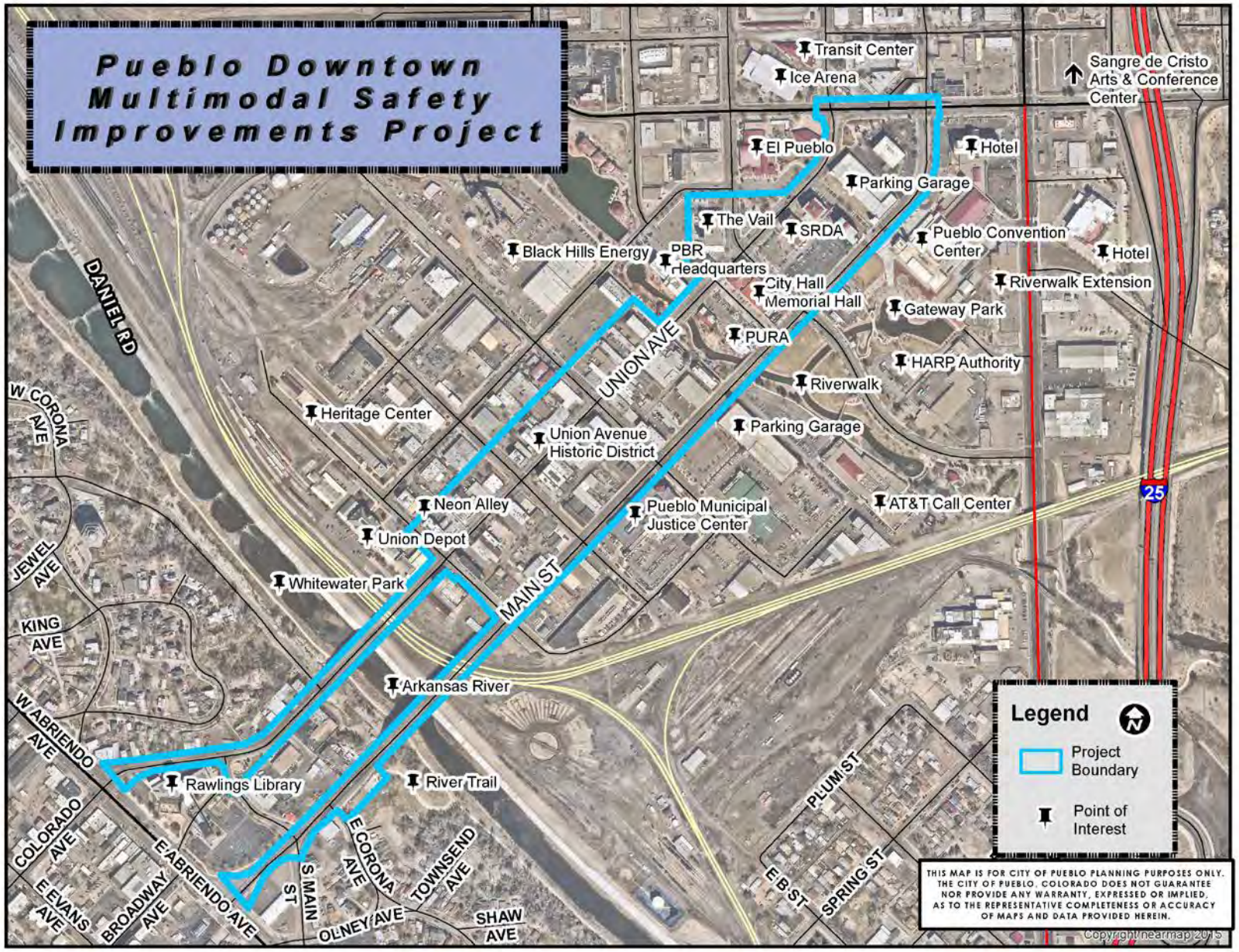
ATTACHMENT A - PROJECT MAP



UNION AVE.

ABRIENDO AVE. TO B STREET

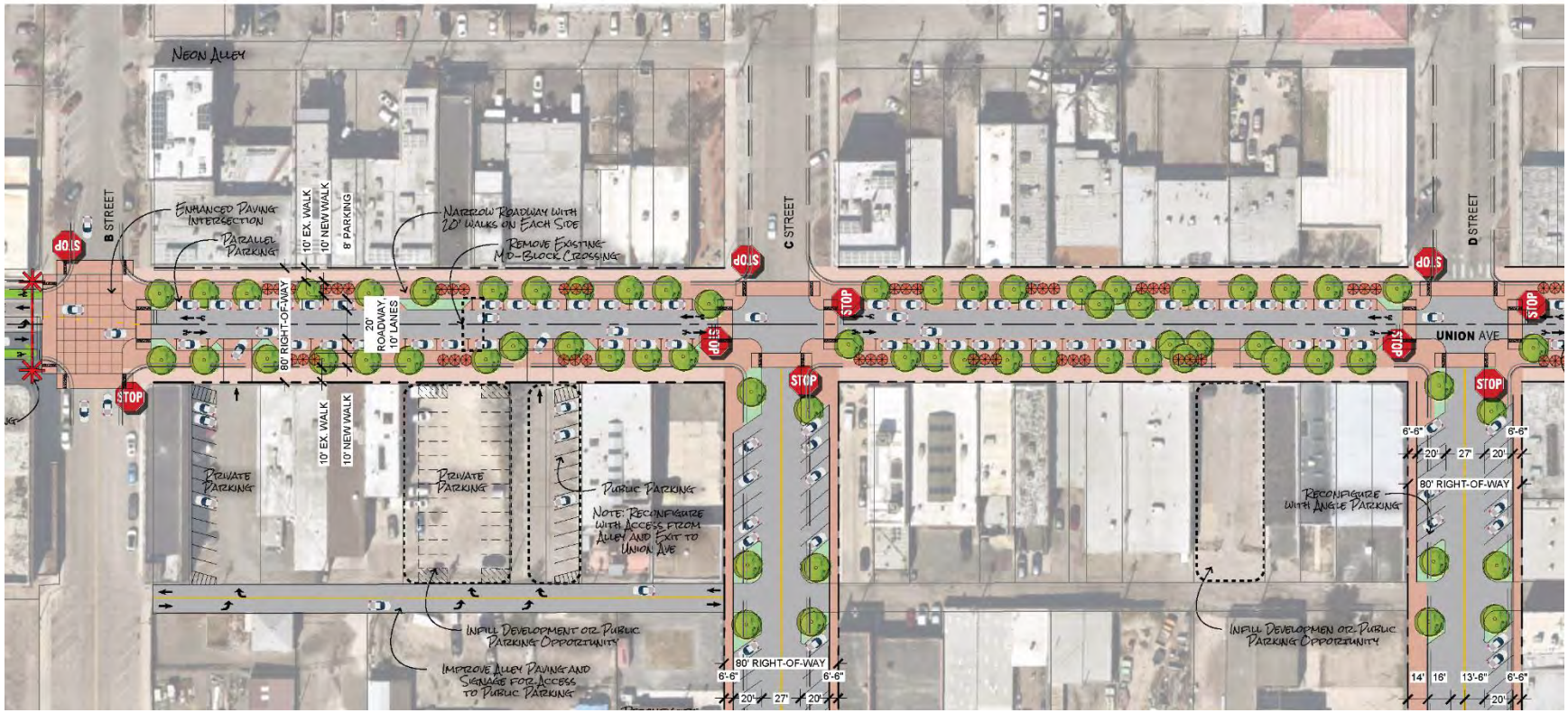




UNION AVE.

B STREET TO D STREET

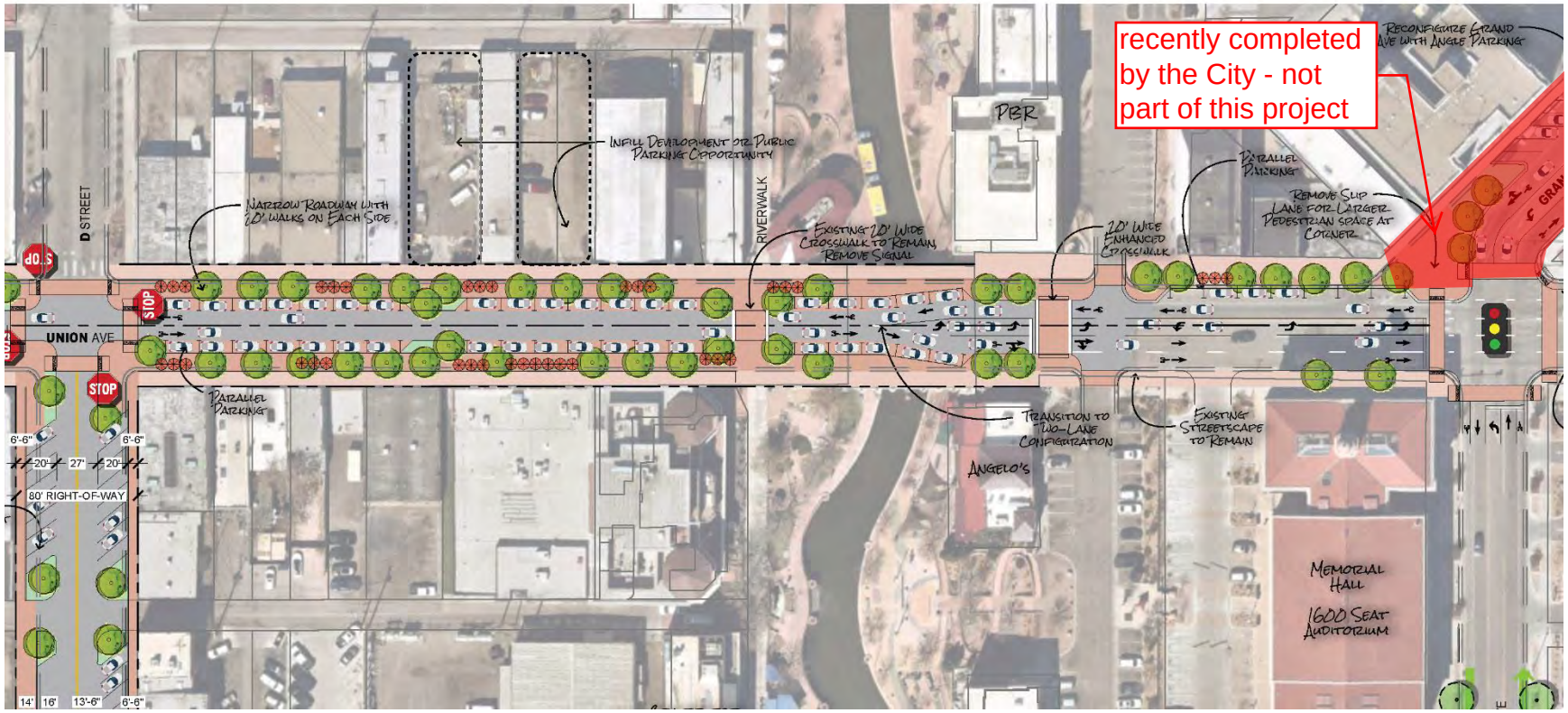




UNION AVE.

D STREET TO GRAND AVE.

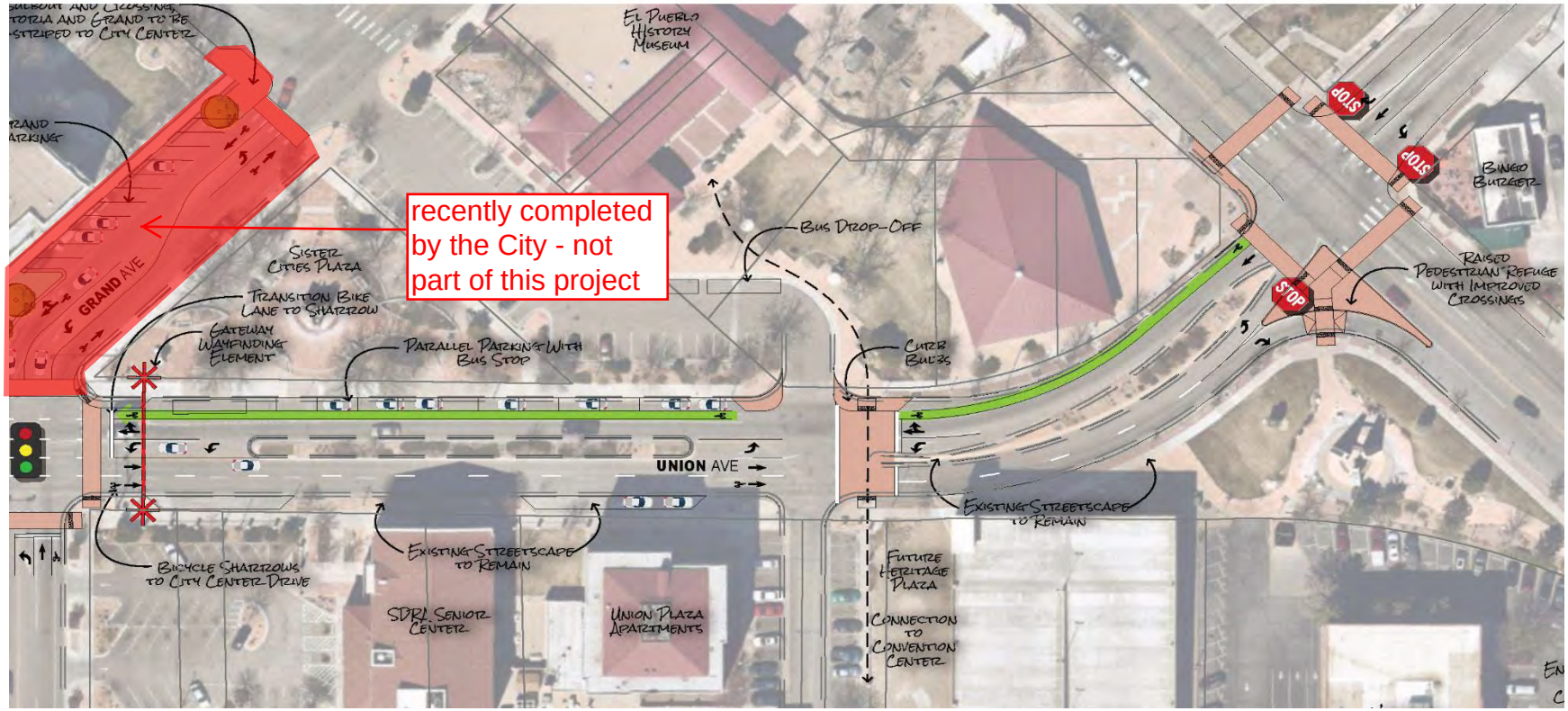




UNION AVE.

GRAND AVE. TO CITY CENTER





UNION AVE. (FROM B ST. TO C ST.) – EXISTING CONDITION



UNION AVE. (FROM B ST. TO C ST.) – FULL BUILDOUT



UNION AVE. (FROM B ST. TO C ST.) – EXISTING CONDITON



UNION AVE. (FROM B ST. TO C ST.) – FULL BUILDOUT



POTENTIAL SUB-PROJECTS FOR UNION AVENUE

As stated previously, the overall cost associated with the full buildout of the Master Plan may be daunting. Therefore, several potential sub-projects have been identified to help advance the build-out of the Master Plan for Union Avenue over time. The primary set of sub-projects align with the County 1-A funding requirements and range from striping and landscaping to roadway reconstruction. A list of other potential projects were also identified for supplemental funding sources, as they expand beyond the scope of the County 1-A funds but were determined to bring value to the overall Master Plan for Union Avenue. Sub-projects can be implemented as appropriate funds become available.

The list below provides a general overview of potential sub-projects for Union Avenue, with more detail including preliminary costs, found in Chapter 4: Implementation and Appendix 2.

Union Avenue Potential Sub-Projects	Location
Master Plan Improvements from B Street to Grand Avenue	
Four way stops at intersections	C Street and D Street
Bulb outs at intersections	B Street, D Street, C Street, Grand Avenue
Reconstruct curb-Line	B Street to Grand Avenue
Stripe roadway to two lanes with sharrows	B Street to Grand Avenue
Streetscape elements	B Street to Grand Avenue
Redesign of the corner slip lane and pork chop and remove right turn lane	Grand Avenue - SW corner
Mid-block crossings (2)	Riverwalk
Gateways	One at B Street and one at Grand Avenue
Master Plan Improvements from Abriendo Avenue to B Street	
Striping of Bicycle Lanes	Abriendo to B Steet
Master Plan Improvements from Grand Avenue to City Center Drive	
Pedestrian improvements - pork chop crosswalk	Southside of City Center/Union Intersection
Other Potential Projects	
Add diagonal parking on C & D Street	C Street and D Street between Union & Main
Add diagonal parking on Grand Avenue	Union Ave to Victoria
Encourage use of alleys	B Street to Riverwalk

MAIN STREET

ARKANSAS TRAIL TO C STREET

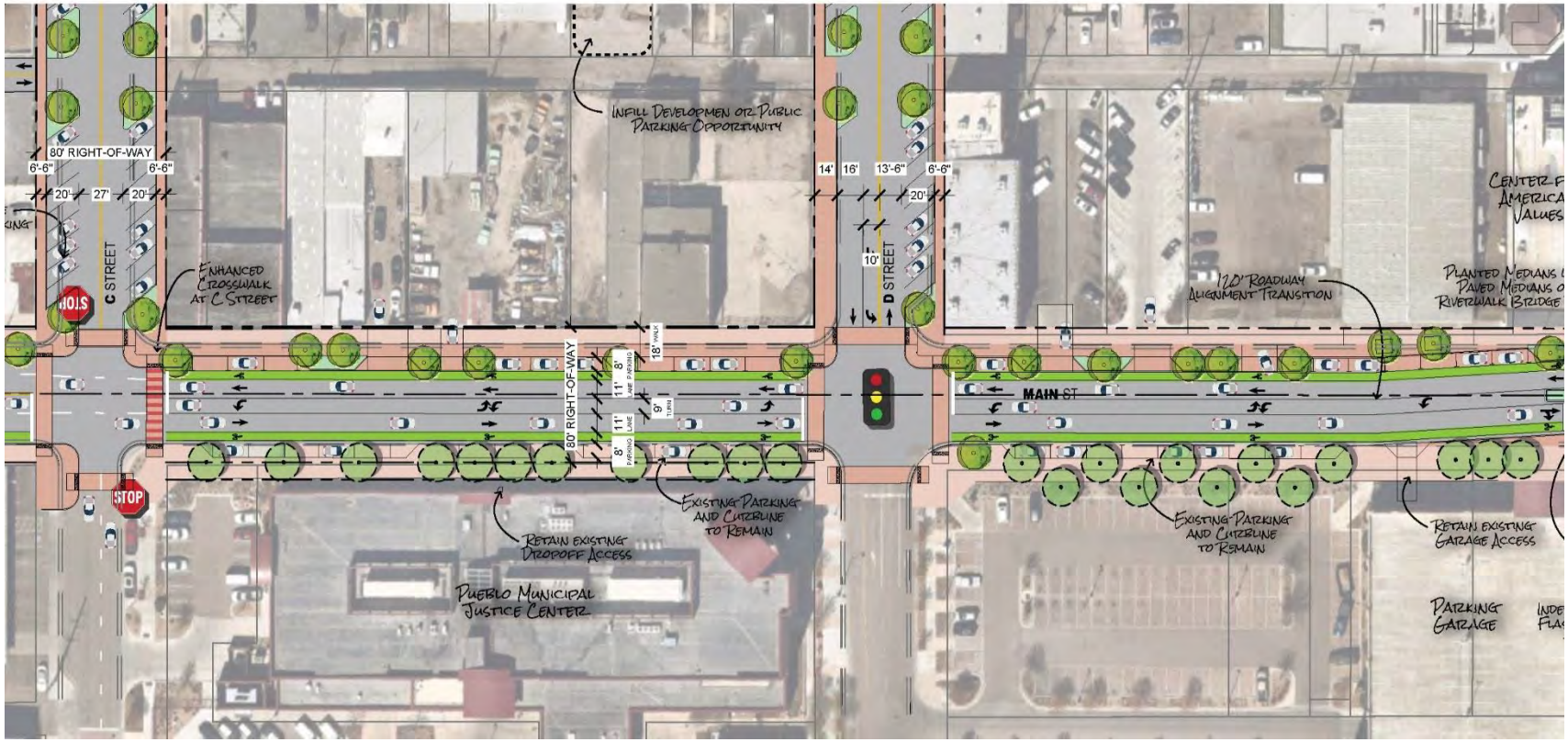




MAIN STREET

C STREET TO PARKING GARAGE

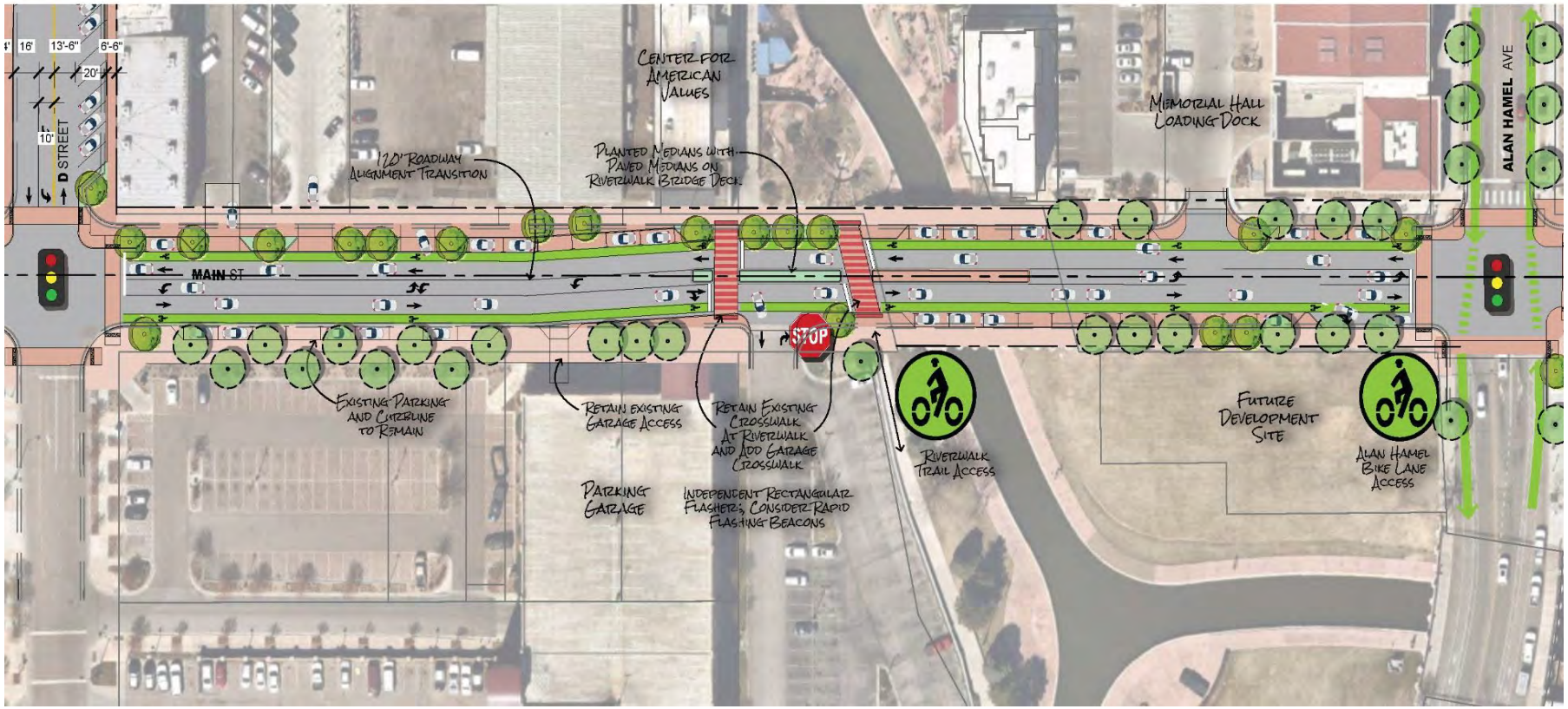




MAIN STREET

PARKING GARAGE TO ALAN HAMEL

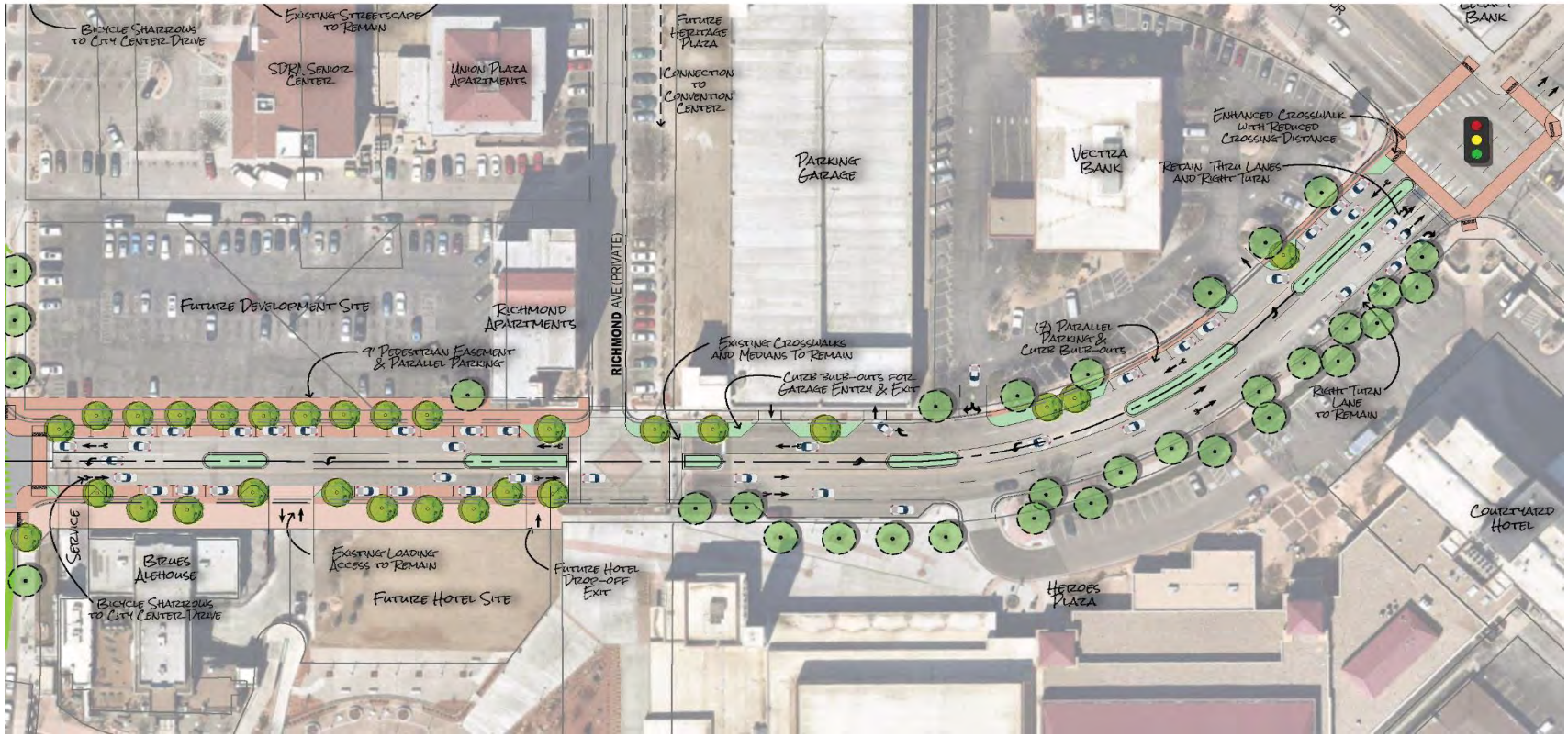




MAIN STREET

ALAN HAMEL TO CITY CENTER





MAIN ST. (FROM C ST. TO D ST.) – EXISTING CONDITION



MAIN ST. (FROM C ST. TO D ST.) – FULL BUILDOUT



POTENTIAL SUB-PROJECTS FOR MAIN STREET

As stated previously, the overall cost associated with the full buildout of the Master Plan may be daunting. Therefore, several potential sub-projects have been identified to help advance the build-out of the Master Plan for Main Street over time. The primary set of sub-projects align with the County 1-A funding requirements and range from crosswalks and landscaping to curbline reconstruction. A list of other potential projects was also identified for supplemental funding sources, as they expand beyond the scope of the County 1-A funds but were determined to bring value to the overall Master Plan for Main Street. Any and all sub-projects can be implemented as appropriate funds become available.

The list below provides a general overview of potential sub-projects for Main Street, with more detail including preliminary costs, found in Chapter 4: Implementation and Appendix 3.

Main Street Potential Sub-Projects	Location
Riverwalk (AT&T) Crosswalk	
Crosswalk improvements	Riverwalk crossing / AT&T parking lot
Signal modification	Riverwalk crossing / AT&T parking lot
Patterned concrete crosswalk (optional)	Riverwalk crossing / AT&T parking lot
Corridor Improvements from Richmond to City Center	
Parking (on-street striping)	Richmond to City Center
Adjust lanes at City Center	City Center
Bulb outs at intersections	Richmond to City Center
Landscape medians	Richmond to City Center (as noted on Plan)
Other Potential Projects	
Corridor Improvements from C Street to Richmond	
Bulb-outs	C Street to Richmond
Alan Hamel crosswalk	Alan Hamel
Stripe directional bicycle lanes	Arkansas River Trail to Alan Hamel
Stripe roadway to two lanes with a center turn lane	C Street to City Center

APPENDIX 2: UNION AVENUE MASTER PLAN PRELIMINARY COSTS

UNION AVE PROPOSED PROJECTS	Location	Cost Estimate - Infrastructure	Infrastructure Notes	Cost Estimate - Streetscape	Streetscape Notes
Master Plan	**Full Build-Out on Union Avenue**	**$3,406,000.00**		**$1,524,765.00**	**$4,903,985.00**
Priority Sub-Projects					
Master Plan Improvements from B Street to Grand Ave		**$3,134,000.00**		**$1,524,765.00**	
Four way stops at intersections	C Street and D Street	$17,000.00	*Sign installation, removal of 4 signal poles.		No Landscaping.
Bulb outs at intersections	B Street, D Street, C Street	$315,000.00	*12 Bulb-outs. ~$27,000.00 each.	$94,400.00	(22) Street Trees with Imported Soil, 3,065 Square Feet of Shrub Planting, Irrigation.
Reconstruct Curb-Line	B Street to Grand Avenue	$720,000.00	12' Sidewalk widening Approx 1900 LF.	$360,965.00	Decorative Finish Concrete Sidewalk with 7' Clay Brick Amenity Zone.
Repaving	B Street to Grande Avenue	$1,100,000.00	Repaving to acount for extended sidewalks. Assumed 8" HMA over 6" Base Course.		No Landscaping
Drainage Improvements	B Street to Grande Avenue	$500,000.00	Removal and replacement of 13 inlets, and storm sewer pipe to account for new flowline locations associated with sidewalk widening.		No Landscaping
Stripe roadway to two lanes with sharrows	B Street to Grand Avenue	$27,000.00	*Striping, and striping removals.		No Landscaping
Mid-Block Streetscape elements	B Street to Grand Avenue	$60,000.00	400 LF of Landsacping Bulb-Outs, and associated driveway cuts.	$1,069,400.00	(74) Street Trees in Raised Planters, Imported Soil, Shrub Planting, Irrigation, Site Furniture (Bike Racks, Trash Bins, Benches), Refurbishment and Re-setting of Existing Pedestrian Lights
Mid-block crossings (2)	Riverwalk	$145,000.00	Includes colored patterned concrete pavement.		No Landscaping
Gateways	One at B Street and one at Grand Avenue	$250,000.00	Per cost estimate from the City - for 2 gateway features		Included in Gateway Cost
			TOTAL for Priority Sub-Project Bstreet to Grand Ave		**$4,658,765.00**
Master Plan Improvements from Abriendo to B Street		**$205,000.00**	1700' Restriping, 6 ramps, 2 bulbouts, Relocation of concrete barrier along bridge.		No Landscaping
			TOTAL for Priority Sub-Project Abriendo to B Street		**$205,000.00**
Master Plan Improvements from Grand Ave to City Center		**$67,000.00**	750' restriping, 2 bulbouts		No Landscaping
			TOTAL for Priority Sub-Project Grand Ave to City Center		**$67,000.00**
Master Plan			**TOTAL for Master Plan Projects along the entire Union Ave corridor**		**$4,930,765.00**
Additional Projects Beyond the Scope of the County 1A Funds					
Pedestrian improvements - pork chop crosswalk	Southside of City Center/Union Intersection	$125,000.00			No Landscaping
Add diagonal parking on C & D Street	C Street and D Street between Union & Main	$193,000.00	C Street: $113,000.00 (130 LF, 13' Widening, 4' gutter pans to maintain existing flowlines, 2 Bulb-outs) / D Street: $80,000.00 (130 LF, 5' Widening, 4' gutter pan to maintain existing flowline, 2 Bulb-outs)	$180,400.00	Per Block Estimate, (8) Street Trees in 300 Square Foot Shrub Planters, Imported Soil, Irrigation, and Pedestrian Lighting at 60' On Center Spacing
Encourage use of alleys (minor improvements, restripe public lots, signage for parking)	B Street to Riverwalk	$20,000.00	Restriping and signage		No Landscaping

Infrastructure costs *do not include landscaping, lighting, signal improvements, utility relocations/adjustments, design costs. All costs include a contingency.*

APPENDIX 3: MAIN STREET MASTER PLAN PRELIMINARY COSTS

MAIN ST PROPOSED PROJECTS	Location	Cost Estimate - Infrastructure	Infrastructure Notes	Cost Estimate - Streetscape	Streetscape Notes
Master Plan	**Full Build-Out on Main Street**	**$1,335,000.00**		**$458,485.00**	**$1,793,485.00**
Priority Sub-Projects					
Riverwalk (AT&T) crosswalk		**$323,000.00**		**$31,290.00**	
Crosswalk Improvements	Riverwalk crossing /AT&T parking lot	$156,000.00	*4 Bulb outs on each side, restripe 2 cross walk, signs. 175 LF Median installation	$31,290.00	(4) Street Trees in 1333 Square Feet of Shrub Planting with Imported Soil, Irrigation
Signal modification	Riverwalk crossing /AT&T parking lot	$95,000.00	*Replace current signal with Rapid Flashing Beacon signal for crosswalk (confirm cost)		No Landscaping
Patterned Concrete Crosswalk	Riverwalk crossing /AT&T parking lot	$72,000.00	*Asphalt removal and patterned concrete only.		No Landscaping
			TOTAL for Priority Sub-Project Riverwalk (AT&T Crosswalk)		**$354,290.00**
Corridor Improvements from Richmond to City Center		**$312,000.00**		**$100,135.00**	
Parking (on-street striping)	Richmond to City Center	$11,000.00			No Landscaping
Adjust lanes at City Center	City Center	$20,000.00	*Restriping, signal head removal/modification		No Landscaping
Bulb outs at intersections	Richmond to City Center	$157,000.00	*6 Bulb-outs	$63,030.00	(10) Street Trees in 2,665 Square Feet of Shrub Planting with Imported Soil, Irrigation
Landscape medians	Richmond to City Center (as noted on layout)	$124,000.00	*375 LF of median installation	$37,105.00	1,885 Square Feet of Shrub Planting with Imported Soil, Irrigation
			TOTAL for Priority Sub-Project Richmond To City Center		**$412,135.00**
Corridor Improvements from C Street to Richmond		**$630,000.00**		**$327,060.00**	
Corridor improvements	C Street to Richmond	$505,000.00	13 Bulb outs, 1900' restriping. Landscape bulb-outs, adjust driveway cuts on north/west side, 110' of Landscaped Median.	$312,640.00	(20) Street Trees in 3,335 Square Feet of Shrub Planting with Imported Soil, Irrigation, decorative concrete sidewalk expansion and parking lanes (Does not include Alan Hamel Xwalk)
Alan Hamel crosswalk	Alan Hamel	$98,000.00	*4 Bulb-outs. Does not include potential signal modifications	$14,420.00	(4) Street Trees in 480 Square Feet of Shrub Planting with Imported Soil, Irrigation
Stripe roadway to two lanes with a center turn lane	C Street to City Center	$27,000.00	*Striping, and striping removals		No Landscaping
			TOTAL for Priority Sub-Project C Street to Richmond		**$957,060.00**
Stripe directional bicycle lanes	C Street to Alan Hamel	**$70,000.00**	Restriping		No Landscaping
				TOTAL for Priority Sub-Project Bicycle Lanes	**$70,000.00**
Master Plan			**TOTAL for Master Plan Projects along the entire Main St corridor**		**$1,793,485.00**
Additional Projects Beyond the Scope of the County 1A Funds					
Stripe directional bicycle lanes	Arkansas River to C Street	$50,000.00	Restriping		No Landcaping

**Infrastructure costs do not include landscaping, lighting, signal improvements, full roadway reconstruction, drainage modifications, utility relocations/adjustments, design costs. All costs include contigency.*

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: June 13, 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 TRANSFERRING $270,000 FROM THE 2022 UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT CI2205 FIRE STATION 6, 8, AND 11, AND BUDGETING AND APPROPRIATING $270,000 FOR SAID PROJECT

SUMMARY:

This Ordinance transfers $270,000 from the 2022 fund balance of the General Fund for professional services, and budgets and appropriates $270,000 to project CI2205 Fire Station 6, 8, and 11 Project.

PREVIOUS COUNCIL ACTION:

Ordinance 10110, dated January 24, 2021, established the Fire Station 6, 8, and 11 Project, Project No. CI2205 and transferred, budgeted, and appropriated $600,000.

Proposed Ordinance transfers, budgets and appropriates additional funding in the amount of $609,245, at the June 13, 2022, City Council meeting. This funding plus the $600,000 transferred, budgeted, and appropriated by City Council at the January 24, 2021, meeting will be used to pay for the professional services contract being awarded to Allred and Associates at the June 13, 2022, City Council meeting.

BACKGROUND:

The project is part of infrastructure and response improvements for the City of Pueblo and it's Fire Department.

This Ordinance transfers additional funds in the amount of $270,000 from the 2022 fund unappropriated balance of the General Fund to project CI2205. The funds are for an owner's representative for the design, construction, and post-construction of Fire Stations 6, 8, and 11.

FINANCIAL IMPLICATIONS:

Funds in the amount of $270,000 will be transferred from the 2022 unappropriated fund balance of the General Fund to Project CI2205

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The Fire Station project will be negatively impacted by the denial of this Ordinance and will not allow the City of Pueblo to hire an owner's representative to manage this project. Current City staffing levels do not have the capacity to manage this large of a project.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO.

AN ORDINANCE TRANSFERRING $270,000 FROM THE 2022 UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT CI2205 FIRE STATION 6, 8, AND 11, AND BUDGETING AND APPROPRIATING $270,000 FOR SAID PROJECT

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

SECTION 1.

Funds in the amount of $270,000 are hereby transferred from the 2022 unappropriated fund balance of the General Fund into Project No. CI2205, and budgeted, and appropriated for said Project.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described 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: June 13, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar
Robert P. Jagger, Deputy City Attorney
Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE AMENDING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537

SUMMARY:

Attached is a proposed amendment to the collective bargaining agreement ("Labor Agreement") between the City of Pueblo and the International Brotherhood of Police Officers Local 537 ("Union") which would provide for a 7% increase as opposed to a 2.5% increase in 2023 and which would grant the City the option to extend the Agreement for one successive one-year term.

PREVIOUS COUNCIL ACTION:

Pursuant to Ordinance No. 9532 approved August 28, 2019, the City entered into a collective bargaining agreement ("Agreement") with the Union for calendar year 2020. The Agreement granted the City the option to extend the Agreement for two successive one-year terms with a 2.75% increase in the salary schedule for year 2021 and a 2.5% increase in the salary schedule for year 2022.

Pursuant to Ordinance No. 9727 approved June 26, 2020, the parties amended and extended the Agreement and provided for no increase in the salary schedule during calendar year 2021. The amendment retained the City's right to extend or not to extend the Agreement for calendar years 2022 and 2023 at the rates previously agreed.

Pursuant to Ordinance Nos. 9942 (May 24, 2021) and 10183 (May 23, 2022), City extended the Agreement for calendar years 2022 and 2023 at the rates previously agreed

BACKGROUND:

The proposed amendment to the "Labor Agreement" would provide for a 7% increase as opposed to a 2.5% increase in 2023 and would grant the City the option to extend the Agreement for one successive one-year term.

The decision to extend the term of the Labor Agreement must be made by the City Council on or before the 1st day of June 2023. The extended term shall be upon the same terms and conditions, except that wages shall be as follows:

> The monthly pay rate for each class, grade, step or position of employees shall be increased over the amount set by Ordinance establishing the 2023 pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index. For purposes of the foregoing calculation, the following terms have the following meanings:
>
> > "Regional Adjustment" means the quotient obtained by dividing the 2023 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2023 average annual cost of living index for the Denver-Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and
> >
> > "CPI Index" means the percentage increase for the period from January 2022 to January 2023 according to the following CPI index published by the United States Department of Labor's Bureau of Labor Statistics:
> > Population Coverage: CPI-W
> > Area Coverage: Denver-Aurora-Lakewood Colorado
> > Series Items: All Items
> > Base Period: 1982-1984=100

FINANCIAL IMPLICATIONS:

The total estimated cost of the contract for 2022 including the across-the-board wage increase of 7% and step increases is approximately $1,406,017.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If the City Council does not approve the amendment, the Labor Agreement would remain at a 2.5% increase in 2023 and there would be no agreement for 2024, i.e the entire contact would be opened for negotiations in 2023 for 2024.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

Attachments:
Amendment to the Collective Bargaining Agreement between the City and the Union

ORDINANCE NO. _____

AN ORDINANCE AMENDING AND EXTENDING THE TERM OF THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS LOCAL 537 FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2021 THROUGH DECEMBER 31, 2021

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Amendment to the Collective Bargaining Agreement between the City of Pueblo and the International Brotherhood of Police Officers Local 537, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado, is enacted as an Ordinance.

SECTION 2.

The Mayor is authorized to execute the Amendment to the Collective Bargaining 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 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 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

AMENDMENT TO COLLECTIVE BARGAINING AGREEMENT

This Amendment to Collective Bargaining Agreement ("Amendment") is entered into this ____ day of _____, 2022, by and between the International Brotherhood of Police Officers Local 537 ("Union") and Pueblo, a municipal corporation ("City").

WHEREAS, City and Union are parties to a collective bargaining agreement effective January 1, 2022 through December 31, 2023 (herein "Labor Agreement");

WHEREAS,_the parties mutually agree to the amendment of the Labor Agreement according to the terms and conditions herein provided.

NOW THEREFOR, in consideration of the foregoing and mutual covenants contained herein, the parties agree as follows:

A. Article 2 of the Labor Agreement is amended to read as follows:

ARTICLE 2. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2022, and all of its provisions shall remain fully effective through December 31, 2023 and may be extended by the City for one (1) successive one (1) year term.

The decision to extend the term of this Agreement shall be made by the City Council on or before the 1st day of June 2023. The extended term shall be upon the same terms and conditions, except that wages during each extended term shall be as provided or otherwise determined pursuant to Article 16 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to Section 23.1. If the City Council shall fail to extend the term of the Agreement as stated above, then either party may commence negotiations for a successor agreement by serving notice pursuant to the City Charter on or before June 21, 2023.

B. Article 16 of the Labor Agreement is amended to read as follows:

ARTICLE 16. SALARY

Effective January 1, 2022, the monthly pay rate for each class, grade, step or position of employees covered by this Agreement shall be increased by 2.75 % over the amount set by Ordinance establishing the 2021 pay levels.

Effective January 1, 2023, the monthly pay rate for each class, grade, step or position of employees covered by this Agreement shall be increased by 7.0 % over the amount set by Ordinance establishing the 2022 pay levels.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2024 through December 31, 2024, the monthly pay rate for each class, grade, step or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing

the 2023 pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index. For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2023 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2023 average annual cost of living index for the Denver-Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

"CPI Index" means the percentage increase for the period from January 2022 to January 2023 according to the following CPI index published by the United States Department of Labor's Bureau of Labor Statistics:

Population Coverage: CPI-W
Area Coverage: Denver-Aurora-Lakewood Colorado
Series Items: All Items
Base Period: 1982-1984=100

C. Miscellaneous Provisions

1. The parties stipulate, acknowledge and agree that, given the terms of the Labor Agreement as amended and agreed to herein and entered into in calendar year 2022 including but not limited to the City's discretion to approve a future extension in 2024, this Labor Agreement complies and satisfies all requirements of City Charter including but not limited to Section 18(l) which limits collective bargaining agreements to a term of not more than three years and all duties to negotiate a successor agreement as provided in Section 8-14(m) or otherwise.

2. Each person signing this Amendment on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute and deliver this Amendment on behalf of such party and that this Amendment is a valid and legally binding obligation of such party enforceable against it.

Executed in Pueblo, Colorado as of the date first above written.

CITY OF PUEBLO

By: _____
Mayor

ATTEST:

_____
City Clerk

LOCAL 537, INTERNATIONAL BROTHERHOOD OF POLICE OFFICERS

By: _____
President

ATTEST:

_____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 13, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar
Robert Jagger, Deputy City Attorney
Marisa Pacheco, Director of Human Resources

SUBJECT: AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES COMMENCING JANUARY 1, 2023, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a proposed Ordinance which would approve and enact the collective bargaining agreement between the City of Pueblo and the Pueblo Association of Government Employees ("Union") commencing January 1, 2023. Pursuant to §8-14(l) of the City Charter, any collective bargaining agreement negotiated between the Union and the City shall be reduced to writing, signed by the parties, and enacted by Ordinance.

PREVIOUS COUNCIL ACTION:

Not Applicable.

BACKGROUND:

The current collective bargaining agreement between the City and Union expires on December 31, 2022. Pursuant to the requirements of the City Charter, the City and Union commenced negotiations with respect to a contract in May of this year. Through the negotiation process, the parties have successfully reached a tentative agreement with respect to a successor contract beginning January 1, 2023. Pursuant to §8-14(l) of the Charter, such an agreement is required to be enacted as an Ordinance.

The successor contract contains the following specific changes with respect to the prior contract:

Article 15. Wages

For 2023, The monthly pay rate for all classifications shall be increased by 6.5% for all steps of the respective salary schedule for 2023. This wage increase was derived from the same methodology used for the last several years of the contract setting pay levels by an amount equal to the Regional Adjustment multiplied by the CPI-W Index for Denver-Aurora-Lakewood Colorado.

CPI – Change is 7.9%

Table 1. Consumer Price Index for All Urban Consumers (CPI-U): Indexes and percent changes for selected periods, Denver-Aurora-Lakewood, CO (1982-84=100 unless otherwise noted)

Item and Group	Indexes			Percent change from -		
	Nov. 2021	Dec. 2021	Jan. 2022	Jan. 2021	Nov. 2021	Dec. 2021
All items	289.621	-	293.580	7.9	1.4	-

C2ER – COLI – Regional Adjustment - 82%

Below are index numbers, expected spending by household types, and average prices of each selected areas compared to the national average:			
Index Comparison			
Index	**Denver, CO**	**Pueblo, CO**	**National Average**
Composite (100%)	113.5	95.0	100.0

PAGE 2023 Wage Increase – 6.5%

7.9%/100 = 0.079%

.079 x 82 = 6.5%

For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2022 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2022 average annual cost of living index for the Denver Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

"CPI Index" means the percentage increase for the period from January 2021 to January 2022 according to the following CPI index published by the United States Department of Labor's Bureau of Labor Statistics:
Population Coverage: CPI-W
Area Coverage: Denver-Aurora-Lakewood Colorado Series Items: All Items
Base Period: 1982-1984=100

Additional salary range adjustments, beyond the 6.5% across-the-board wage increase were made to the following classifications based on a review of 2022 external salary data collected from comparison agencies by Colorado Municipal League:

- Administrative Technician
- Area Crew Leader/ Streets, Parks, Stormwater
- Associate Engineer I
- Associate Engineer II/Public Works, Stormwater and Wastewater
- Associate Field Engineer
- Dispatch Training Coordinator
- Emergency Services Dispatcher
- Emergency Services Dispatch Supervisor
- Equipment Operator II
- Equipment Operator IV
- Inspector/ Stormwater, Streets, Wastewater

- Lead Court Technician
- Legal Support Assistant
- Parks Caretaker II
- Parks Caretaker II/Irrigation and Playground
- Parks Maintenance Mechanic
- Parks Sr. Maintenance Mechanic/Welder
- Payroll Coordinator
- Police Payroll Technician
- Senior Office Assistant
- Streets Maintenance Mechanic
- Sweeper Operator
- Traffic Engineering Analyst
- WW Utility Worker II

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2024, through December 31, 2024, and January 1, 2025, through December 31, 2025, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing the previous year pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index for the time periods relevant to year as outlined in the methodology above.

Article 15 Wages and Other Payment – Shift Differential
Added clarifying language indicating that shift differential is based on shift start time and should be paid for the entirety of the shift.

Article 16 Unform Protective Clothing – Special Footwear
Annual safety shoe allowance will be increased from $175 per year to $200 per year.

Article 18 Hours of Work – Stand By Time
The minimum compensated rate for an employee who is called back to work prior to the beginning of the next regularly scheduled shift will be increased from one hour to two hours.

Article 20 Leaves and Other Absences – Sick Leave
The amount of sick leave that can be used for a sick family member will be increased from 3 days to “an amount consistent with that required under the Healthy Families and Workplaces Act”, which is currently set at 48 hours per calendar year.

Article 20 Leaves and Other Absences – Funeral Leave
No change in benefit, just replaced with clarifying language as to how benefit should be administered.

Article 23 Holidays
Juneteenth Day (June 19th) shall be recognized as a declared holiday in addition to those designated in Section 1 of said Article.

Article 25 Health, Hospitalization, and Dental Insurance
City contribution towards health insurance will be increased by $25 for all coverage levels of all plans.

Article 32 **Term.**
The term of the agreement is for 3 years subject to the City approving any subsequent year contract extension on or before March 15th of the then current year. The City will know the amount of the wage increase for the subsequent year prior to the time the decision to extend the contract has to be made. If not extended by City, the parties will commence the negotiation process for a successor contract in compliance with the requirement of Section 8-14, City Charter.

Various **Housekeeping Items**
In addition to the above items, there were also various "housekeeping" changes that were made throughout the Contract and Appendices to update job class titles that have been added, eliminated, or changed throughout the duration of the current contract term.

FINANCIAL IMPLICATIONS:

The total estimated cost of the contract for 2023 including the across-the-board wage increase of 6.5%, step increases, and all other specific classification adjustments listed above is approximately $1,577,160.

The cost to increase the safety shoe allowance is approximately $3,375.

The cost to increase the City's health insurance contributions is approximately $68,000.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The requirements of §8-14(l) of Charter require the agreement be enacted as an Ordinance.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

Attachments:
A copy of the Collective Bargaining Agreement between the City and the Union commencing January 1, 2023.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ENACTING THE COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES COMMENCING JANUARY 1, 2023 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, pursuant to the requirement of Section 8-14, City Charter, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of the classified employees in the general services bargaining unit, i.e. Pueblo Association of Government Employees, have negotiated and otherwise resolved all remaining issues by final and binding interest arbitration with respect to a collective bargaining agreement commencing January 1, 2023 (the "Labor Agreement"); and

WHEREAS, the Labor Agreement has been reduced to writing and signed by said parties pursuant to the requirements of Section 8-14(l) of the Charter, City of Pueblo, Colorado; and

WHEREAS, Section 8-14(l) of the Charter of the City of Pueblo, Colorado, further requires that the Labor Agreement be enacted as an Ordinance; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The Collective Bargaining Agreement between the City of Pueblo and the Pueblo Association of Government Employees commencing January 1, 2023, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and enacted as an Ordinance.

SECTION 2.

The Mayor is authorized to execute the Collective Bargaining Agreement in the name of the City.

SECTION 3.

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 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

COLLECTIVE BARGAINING AGREEMENT

BETWEEN

CITY OF PUEBLO

AND

PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES

COMMENCING JANUARY 1, 2023

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PREAMBLE

THIS AGREEMENT entered into by and between the City of Pueblo, hereinafter referred to as the City, and the Pueblo Association of Government Employees, hereinafter referred to as the Union. The City and the Union may also hereinafter be referred to severally as a party and jointly as the parties.

It is the intent and purpose both of the City and the Union to set forth herein their entire Agreement, establishing wages, hours, and other conditions of employment; providing for prompt and equitable adjustment of grievances; and achieving and maintaining harmonious labor relations.

DEFINITIONS

Certain terms used in this Agreement shall be defined as follows:

"Employee" shall mean any person holding a position in the classified service, which is included in the Bargaining Unit defined in Appendix A of this Agreement.

"Mayor" shall mean the Mayor, the Deputy Mayor in the absence or disability of the Mayor or the Mayor's designee. Pursuant to Section 20.4 of Ordinance No. 9134 amending the Charter and creating the Mayor form of government ("Charter Amendment"), the office of City Manager and the functions, powers and duties of said office shall continue until the first Mayor elected under the Charter Amendment takes office. The provisions of this Agreement including all references to Mayor shall be construed consistent with the purpose and intent of said Section and the Charter Amendment.

"Director" shall mean the Director of Human Resources or his/her designee.

"Department Head" shall include those persons appointed as Department Directors or the designee of a Director.

"Day" shall mean calendar day unless otherwise modified or defined herein. Unless otherwise specified herein, other words used in this Agreement shall have the same meanings as are given them in Section 6-3-1 of the Code of Ordinances.

Article and section titles or captions contained herein are descriptive but not substantive.

ARTICLE 1. RECOGNITION

The City recognizes the Pueblo Association of Government Employees as the sole and exclusive representative of the employees in the Bargaining Unit set forth in Appendix A of this Agreement for the term of this Agreement, for the purpose of negotiating with the City with respect to wages, rates of pay, hours, grievance and disciplinary procedures which may result in arbitration, working conditions, and all other terms and conditions of employment except disciplinary measures and the application thereof to individual employees; provided, however, that the application of discipline to individual employees may be grieved and such grievance processed in accordance with the provisions of this Agreement.

ARTICLE 2. UNION SECURITY – DUES DEDUCTION

Section 1. REQUIREMENT AND NONDISCRIMINATION. No employee shall be required to become a member of the Union as a condition of his/her employment or continued employment by the City, and there shall be no discrimination by either party against any employee on account of membership or non-membership in the Union.

Section 2. DISCRETION TO JOIN. Any employee may or may not join the Union, at the individual's sole discretion.

Section 3. DUES DEDUCTION. Upon receipt of a signed authorization from an employee, the City shall deduct monthly from the pay of such employee: (a) the amount of normal Union dues and assessments uniformly required of Union members, and (b) initiation fees uniformly required of all Union members. Any revocation of such authorization shall be effective the month following the date received by the City but not earlier. Upon receipt of a revocation by the Finance Department, the City shall forward a copy of the revocation to the Union.

Any signed authorization submitted by an employee after January 1, 2008, must recite and set forth the language contained in Section 12 of this Article.

Section 4. NOTIFICATION. The Union, through a duly authorized officer or officers of the Union, will notify the City in writing as to the amount of dues, assessments, and initiation fees to be deducted from the pay of any employees. Any changes in Union membership dues, assessments, and initiation fees will be certified to the City and such notification shall be provided at least one month in advance of the effective date of any such change.

Section 5. AGENCY SHOP. Any person employed by the City in a position within the Bargaining Unit represented by the Union who is not a member of the Union and who does not make application for membership within thirty (30) days from the effective date of this Agreement, or from the date of employment, whichever is later, shall pay to the Union a fair share fee for collective bargaining and contract administration services rendered by the Union as the sole and exclusive representative of the employees covered by this Agreement, provided

said fair share fee shall not exceed the dues attributable to being a member of the Union. The amount of the fair share fee shall not include any contributions related to the election or support of any candidate for political office or for any member-only benefit. The fair share fee should be uniform for each employee subject to the obligation to pay a fair share fee. The Union may change the fixed uniform dollar amount that will be considered the regular monthly fair share fee once each calendar year during the life of this Agreement. The Union will give the City thirty (30) days' notice of any such change in the amount of the fair share fee.

The Union agrees to assume full responsibility to insure full compliance with the requirements laid down by the United States Supreme Court in *Chicago Teachers Union v. Hudson, 475 U.S. 292 (1986),* with respect to the constitutional rights of fair share fee payors. Accordingly, the Union agrees to do the following:

(a) Give advance notice to fair share fee payors of the amount of the fee and an explanation of the basis for the fee, including the major categories of expenses, as well as verification of same by an independent auditor.

(b) Advise fair share fee payors of an expeditious and impartial decision-making process whereby fair share payors can object to the amount of fair share fee.

(c) Place the amount reasonably in dispute into an escrow account pending resolution of any objections raised by fair share fee payors to the amount of the fair share fee.

It is specifically agreed that any dispute concerning the amount of fair share fee and/or the responsibilities of the Union with respect to fair share fee payors as set forth above shall not be subject to the grievance and arbitration procedures set forth in this Agreement.

Non-members who object to this fair share fee based upon bona fide religious tenents or teachings shall pay an amount equal to such fair share fee to a non-religious charitable organization mutually agreed upon by the employee and the Union. If the affected non-member and the Union are unable to reach agreement on the organization, the organization shall be selected by the affected non-member

from an approved list of charitable organizations established by the Civil Service Commission and the payment shall be made to said organization.

The obligation for enforcement of this provision shall rest with the Union, not the City.

Section 6. VOLUNTARY FAIR SHARE FEE DEDUCTIONS. The City agrees to deduct the fair share fee set forth in Section 5 above from the pay of all employees who hereafter voluntarily authorize such deductions in writing on a form provided for this purpose by the City. Such fair share fees shall be deducted by the City from the earnings of non-members and remitted to the Union with the same frequency and in the same fashion as dues deductions. The Union shall periodically submit to the City a list of the employees covered by this Agreement who are not members of the Union and an affidavit which specifies the amount of the fair share fee.

Section 7. EFFECTIVE CONDITIONS. Sections 5 and 6 of this Article shall not be effective until the conditions described in Section 8-9 of the Charter of the City of Pueblo are satisfied.

Section 8. NO EARNINGS. If an employee has no earnings due him for the pay period in question, no deductions will be made for that employee for that period. The collection of money described herein other than for the current period shall not be the responsibility of the City.

Section 9. PAYMENT. The sole responsibility of the City will be to pay over to the Union any sums actually deducted from the pay of employees on a current basis. Any funds deducted as herein provided shall be paid to the Union Treasurer within thirty (30) days of such deduction.

Section 10. HOLD HARMLESS. The Union agrees to save the City harmless from any action growing out of this Article and commenced by any employee, citizen, or other person against the City or the City Council or any employee or agent of either. The Union assumes full responsibility for the disposition of the funds so deducted once they have been turned over to the Treasurer of the Union. The Union agrees that in the event of any litigation against the City, its agent, or employees arising out of this provision, it will co-defend and indemnify and hold

harmless the City, its agent, or employees from any monetary award or any costs arising out of such litigation, including but not limited to attorney's fees.

Section 11. NO RIGHT TO MONEY UNTIL PAID. No party shall have any right or interest whatsoever in any money authorized withheld under Sections 3 and 6 of this Article until such money is actually paid over to them. The City or any of its officers and employees shall not be liable for any delay in carrying out such deductions, and upon forwarding a check in payment of such deductions by mail to the assignee's last known address, the City and its officers and employees shall be released from all liability to the employee or to the assignees under such assignments.

Section 12. AUTHORIZATION FOR UNION DUES DEDUCTIONS.

I hereby voluntarily authorize the Department of Finance of the City of Pueblo to deduct from my regular earnings, the Union dues, initiation fees and assessments, in the amount certified by the duly authorized officer of the Pueblo Association of Government Employees, and further authorize the remittance of such amount(s) to said Union in accordance with the currently effective Agreement between the City of Pueblo and said Union. This authorization is revocable by a notice in writing by certified mail to the Department of Finance of the City of Pueblo and with a copy to the Union. Any revocation received by the Department of Finance shall only be effective with respect to my regular earnings earned in the month following the date received.

I hereby waive all right and claim for said monies so deducted and transmitted in accordance with this authorization and, further and separately, relieve the City, any Department of the City, the Union and all their officers, representatives or agents from liability therefor.

_____
Print Name

_____
Signature

_____
Date

ARTICLE 3. MANAGEMENT RIGHTS

Section 1. UNION RECOGNITION. The Union recognizes the prerogatives of the City to operate and manage its affairs in all respects in accordance with its authority, discretions, responsibilities, and powers of authority as set forth under the Constitution and the Statutes of the State of Colorado and the Charter of the City of Pueblo.

Section 2. VESTED IN CITY AND DISCIPLINE AND DISCHARGE FOR JUST CAUSE. Except as otherwise specifically provided herein, the management of the City, the direction of the work force, including but not limited to, the right to hire, the right to discipline or discharge for just cause, the right to decide job qualifications, the right to lay-off, the right to establish or abolish positions, the right to make rules and regulations governing conduct and safety, the right to determine the mission of the City and the means and methods by which it is to be achieved, the right to determine schedules of work, the right to subcontract work, together with the right to determine the methods, processes and manners of performing work, are vested in the City.

ARTICLE 4. DISCIPLINE AND DISCHARGE

Section 1. NEWLY HIRED PROBATIONARY EMPLOYEES. A newly hired probationary employee may be disciplined or discharged at any time during the full initial probationary period with or without reasons. Such a probationary employee shall have no right to appeal his or her discipline or discharge under this Agreement; however, such employee shall have the right to appeal such action pursuant to Section 6-10-1 of the Code of Ordinances.

Section 2. CITY'S AUTHORITY. The Union recognizes that the City has the authority to suspend, demote, discharge or take other appropriate disciplinary action against employees for just cause. Any non-probationary employee who is subject to discipline may appeal same pursuant to the grievance procedure or to the Civil Service Commission pursuant to Title VI of the 1971 Code of Ordinances of the City, but not both. The filing of any appeal to one forum constitutes a waiver of any right to appeal to the other forum.

Section 3. DUE PROCESS. When the City is considering suspension without pay or discharge, the involved employee shall be given a written statement indicating the reasons or grounds for such action and giving notice of the time and place of a meeting with the employee. The meeting time shall be not less than seven calendar days after date of the notice.

The written statement and notice of meeting shall be considered given to the employee if personally delivered or, if unable to be personally delivered, four (4) days after the statement has been mailed by First Class mail to the employee.

The employee may, on or before the date and time of the meeting, file a written response thereto setting forth in detail an explanation of or defenses, if any, to the reasons or grounds contained in the statement. At such meeting the employee may also make an oral statement regarding the charges.

The employee shall have the right to the presence of a Union representative at such meeting but shall have no right to a continuance of such meeting to secure the presence of a particular Union representative.

The Department Head will consider the employee's written response, if any, and oral statement, if any, if timely received, before taking final action on the termination or suspension.

This Article remains subject to the limitations contained in section 8-14(b) of the City Charter.

Section 4. FILING OF GRIEVANCE. Any grievance challenging the discharge or termination of an employee may be commenced at the step prior to the final step of the grievance procedure, provided that it is filed not later than seven (7) calendar days after the date of the action taken by the City.

Section 5. REMOVAL FROM PERSONNEL FILE.

a) In the event discipline is imposed and it is established through the grievance procedure that such discipline was not warranted, such disciplinary action shall be removed from the employee's personnel file. Any disciplined employee may be represented, at his or her option, by the Union during the processing of any grievance concerning such discipline.

b) If an employee has not received a disciplinary action, excluding demotion, suspension or dismissal, for a period of two years (24 months), he/she may request that all disciplinary action, excluding demotion, suspension, and dismissal, over two years (24 months) old be removed from his/her file maintained in the City Human Resources Department. Such removal should not be unreasonably denied by the City.

ARTICLE 5. GRIEVANCE AND ARBITRATION

Section 1. A grievance is a claim that the City has violated an express provision of this Agreement. Any employee may discuss any grievable matter with an immediate supervisor on an informal basis without resorting to this grievance procedure, provided that no such informal discussion shall extend any time limit provided herein.

Section 2. A grievance shall be initiated either by an aggrieved employee or by the Union acting on behalf of one or more employees. Unless the grievance arises at a higher administrative level, it shall be presented by the employee and/or Union representative to the immediate supervisor of the employee within fourteen (14) days after the date on which the employee or the Union knew or reasonably should have known the facts giving rise to the grievance. The supervisor shall meet with the employee and/or Union representative within seven (7) days after receipt of the grievance and shall respond to both the Union and the grievant within seven (7) days after the meeting is concluded.

Section 3. If the grievance is not resolved under Section 2 above, it shall be presented to the involved Department Head by a Union representative and/or the grievant within seven (7) days after receipt of the supervisor's response under Section 2. The Department Head shall meet with a Union representative and/or the grievant within seven (7) days after the grievance is presented and shall respond to both the Union and the grievant within seven (7) days after the meeting is concluded.

Section 4. If the grievance is not resolved under Section 3 above, it shall be presented by a Union representative to the Mayor within seven (7) days after the receipt of the response of the Department Head under Section 3. The Mayor shall meet with a Union representative and the grievant within ten (10) days after the

grievance is presented and shall respond to the Union representative within ten (10) days after the meeting is concluded.

Section 5. If the grievance is not resolved under Section 4 above, the Union may request the appointment of an arbitrator pursuant to the American Arbitration Association's then current Labor Arbitration Rules by filing the appropriate Demand. Any such request and Demand shall be filed with the American Arbitration Association within fifteen (15) days following receipt of the answer of the Mayor. Arbitration shall be pursuant to the then current rules of the American Arbitration Association and the Colorado Uniform Arbitration Act. The decision of the Arbitrator shall be final and binding on the City, the employee, and the Union.

The arbitrator's fee and his other expenses shall be shared equally by the City and the Union provided that each party shall be required to compensate its own representatives and witnesses and pay the cost of production of its documentary evidence. Either party may at its own expense retain a certified shorthand reporter to record and transcribe the proceedings. Either party may provide the arbitrator with a transcript of the proceedings. Either party may order a copy of the transcript at its own expense.

Section 6. The City and the Union shall each have the right to investigate all circumstances relating to any grievance and shall assist each other in the conduct of any such investigation.

Section 7. Any grievance processed at Section 2 or beyond shall be reduced to writing, either on paper or by electronic medium such as e-mail, and shall include each of the following: The matter complained of; the date of its occurrence and the date the grievant or the Union first became aware of the matter; the sections or provisions of this Agreement which were allegedly violated; the disposition sought; the signature of the employee or Union representative; and the date the grievance

is filed. Any response by the City at Section 2 or beyond shall be reduced to writing, either on paper or by electronic medium such as e-mail.

Section 8. Grievances which arose prior to the effective date of this Agreement and the immediately preceding Agreement are not substantively arbitrable and shall not be subject to the grievance procedure described herein, and provided that grievances properly filed which arose prior to the effective date of this Agreement may be arbitrated under the provisions of the Agreement under which they arose.

Section 9. All claims for back wages shall be reduced by the amount, if any, of unemployment compensation benefits received by the employee and any compensation received for other employment obtained subsequent to removal from the City payroll.

Section 10. The failure of the City to file a timely response at any step of the grievance procedure shall be deemed to be a rejection of the grievance effective on the last day for timely response.

Section 11. The parties may mutually agree in writing to extend any time limitation contained in this Article. The parties recognize that such extensions are contrary to the spirit of this grievance procedure and shall be agreed on only for good cause.

Section 12. The findings and decision of the arbitrator shall be consistent with applicable Colorado law and with the express terms of this Agreement. The arbitrator shall have no power or authority to add to, subtract from, disregard, alter, or modify any of the terms of this Agreement.

ARTICLE 6. STRIKES AND LOCKOUTS

Section 1. LOCKOUTS. No lockout of employees covered by this Agreement shall be instituted by the City during the term of this Agreement.

Section 2. STRIKES. The Union specifically agrees that employees in the classified service of the City are prohibited from engaging or participating in any strike, work stoppage, work slowdown, or mass absenteeism involving employees of the City of Pueblo.

Violation of this Article by any employee shall be cause for discipline or discharge. In addition, the City shall not be required to pay any employee any portion of his or her salary including fringe benefits while engaged in activity in violation of this Section.

The Union agrees not to encourage, condone, assist, or participate in any action prohibited by this Section.

Section 3. INJUNCTIVE RELIEF. The parties are specifically authorized to seek injunctive relief without first attempting to resolve any dispute relating to violation of this Article through the grievance procedure. The parties may, at their independent option, seek compensation for damages from the other party through the provisions of Article 5, Grievance and Arbitration.

ARTICLE 7. SENIORITY, TRANSFERS AND PROMOTIONS

Section 1. CITY SENIORITY - DEFINED. Unless otherwise set forth in this Agreement, seniority means an employee's length of continuous service with the City since his last date of hire.

Section 2. INFORMATION REGARDING SENIORITY. The City agrees to make available to the Union necessary information to resolve seniority conflicts as needed.

Section 3. BREAK IN SERVICE. Approved leaves shall not constitute a break in service for purposes of this Article. Employees who resign, are discharged, or retire shall be considered as having a break in service if they are subsequently employed in any capacity by the City, and, notwithstanding any provision of prior agreements to the contrary, for the purposes of this Article, such employees shall receive no credit for prior service.

Section 4. DEPARTMENTAL SENIORITY. Departmental seniority is defined as the continuous length of service in a department, measured from the date the employee was assigned in that department.

Section 5. TRANSFERS - DEFINED. A transfer is a change in an employee's position within a job title classification within such employee's department or in any other department or division of the City, which does not result in a change in the transferred employee's rate of pay.

Section 6. PROMOTIONS - DEFINED. A promotion is an appointment of an employee to a job title classification within such employee's work department or in any other department or division of the City, which does result in an increase in the promoted employee's rate of pay. A promoted employee shall be placed on the salary schedule at the step which results in not less than a five percent (5%)

increase in salary, or at the top of the salary schedule for the new position, whichever is less.

Section 7. DEMOTIONS - DEFINED. A demotion is a personnel action resulting in an employee's assignment to a job title classification within such employee's department or in any other department or division of the City, which results in a decrease in the demoted employee's rate of pay.

Section 8. LAYOFF.

A. When employees are laid off, the employees in the Department and class affected shall be laid off in the following order:

1. Unclassified part-time or temporary employees who perform substantially the same duties as the class affected;

2. Probationary.

3. Permanent.

Probationary and permanent employees shall be laid off within a Department and class in inverse order of their seniority as defined by Section 1 of this Article.

When an employee's position is abolished, that employee shall have the option to exercise his/her bumping rights, as defined in Section 10 of this Article, within his/her Department. The employee who is ultimately left without a position in his/her Department, if any, shall then have the option to exercise his/her Section 10 bumping rights City-wide.

Section 9. RECALL. Employees shall be recalled from layoff to positions within any class previously occupied on a permanent basis and for which they currently meet the minimum qualifications, according to their seniority as defined in Section 1 of this Article. No new employees shall be hired into any such classes until all such employees with reinstatement rights to such classes desiring to return to work have been recalled.

Section 10. BUMPING. When an employee is laid off, he/she shall be permitted to bump (replace an employee with less seniority) in accordance with this Section. Such employee may, if he/she so desires, bump the least senior employee in an equal or lower job class previously held by that employee on a permanent basis, provided the bumping employee has greater seniority than the employee whom he/she bumps and provided he/she currently meets the minimum qualifications of the job class. If the least senior employee's work schedule substantially differs from the work schedule of the bumping employee, the bumping employee shall have the option to bump instead the least senior employee with substantially the same work schedule, within the parameters contained herein.

Section 11. TRANSFERS AND PROMOTIONS. When filling vacancies, the City shall consider for transfer employees within the same class. The City will post notices of vacancies for ten (10) calendar days and will place a copy of the notice in the Union mailbox in the City Clerk's office.

Employees who file with the City written requests for consideration to transfer to vacancies that have been posted shall be considered; however, no such request shall be considered until all employees with applicable reinstatement or bumping rights have been accommodated.

If a position is not filled through reinstatement, demotion, reemployment, or transfer, the City shall fill the position from a civil service eligible list in the following manner:

(a) The Director shall forward a copy of the appropriate class specification to the Civil Service Commission, with a request for certification of the appropriate number of highest ranking eligible for appointment. The Civil Service Commission shall certify the following number of highest-ranking persons on the appropriate eligible list:

(1) For entry level positions other than Emergency Services Dispatcher and Office Assistant including Wastewater Utility Worker, Water Reclamation Facility Worker, Airport Operations/Maintenance Worker, or Utility Worker, the Commission shall certify the names of the five highest ranking persons on the appropriate eligible list;

(2) For the entry level position of Emergency Services Dispatcher and Office Assistant, the Commission shall certify the names of the ten highest ranking persons on the appropriate eligible list; and

(3) For positions other than entry level positions, the Commission shall certify the names of the three highest ranking persons on the appropriate eligible list;

(b) The Director may also request from the Commission further information relating to the persons certified and to their application, examination, or certification process.

(c) Removal and certification of next highest eligible.

(1) If any person certified pursuant to above subsection (a) or otherwise hereunder fails to accept appointment to the position or fails to appear for an employment interview, that person shall be removed from the list and the name of person next highest on the eligible list shall be certified. Pursuant to the requirements of Civil Service Rule 31, the Civil Service Commission may retain on the eligible list the name of a person who refused an appointment or failed to appear for an employment interview only upon that person's timely request and for just cause.

(2) If any person certified pursuant to above subsection (a) or otherwise hereunder declines an employment interview, that person shall be removed from the list and the name of the person next highest on the eligible list shall be certified. Except for entry level positions including Wastewater Utility

Worker, Water Reclamation Facility Worker, Airport Operations/Maintenance Worker, Office Assistant, Utility Worker, and Emergency Services Dispatcher and pursuant to the requirements of Civil Service Rule 31, the Civil Service Commission shall retain on the list the name of a person who declines an employment interview upon that person's timely request. Irrespective of whether such person is retained on the list, the next highest eligible on the appropriate list shall be certified if requested by the Director.

With respect to the entry level positions including Wastewater Utility Worker, Water Reclamation Facility Worker, Airport Operations/Maintenance Worker, Office Assistant, Utility Worker, and Emergency Services Dispatcher and pursuant to the requirements of Civil Service Rule 31, the Civil Service Commission may retain on the eligible list the name of a person who declines an employment interview only upon that person's timely request and for just cause.

(3) The Director may request removal from the list the name of a person who does not otherwise qualify for or meet a requirement of the position. The Civil Service Commission shall grant such request and certify the name of the next highest ranking eligible on the list, if the person so removed does not actually qualify or meet requirements.

(d) If more than one vacancy is to be filled from an eligible list, the Director may request certification of an additional name for the second and each subsequent vacancy.

(e) If less than three names appear or remain on an eligible list, not including persons retained on the list pursuant to above subsection (c), the Mayor may either request that the Commission establish a new eligible list, or may accept a certification of less than three names; provided that in the case of a recruitment for entry level positions other than Emergency Services Dispatcher including Wastewater Utility Worker, Water Reclamation Facility Worker, Airport

Operations/Maintenance Worker, or Utility Worker, or Emergency Services Dispatcher, the Mayor may request a new eligible list if less than five names remain on the existing list, or may accept a certification of less than five names, and in the case of the entry level position of Emergency Services Dispatcher and Office Assistant, the Mayor may request a new eligible list if less than ten names remain on the existing list, or may accept a certification of less than ten names.

(f) If a person certified for appointment from an eligible list is rejected or passed over twice, the Mayor may request removal of the person from that eligible list. The Civil Service Commission may deny such request upon the basis of the person's qualifications.

(g) After a certification, the Director shall select a committee of at least three (3) persons to evaluate the persons certified. No member of the Bargaining Unit shall be allowed or required to serve as a member of the committee. Not more than one (1) member of a division of a department may be a member of the committee.

(h) After consultation with the involved department or bureau head and the committee, the Director shall forward the names of all persons certified and recommendations to the Mayor, who shall make the final appointment.

(i) The City shall notify each eligible certified for a vacancy of the appointment and the appeal rights available hereunder. If not appointed, the highest ranking eligible for each vacancy may appeal his rejection to the Civil Service Commission by filing a written notice of appeal within seven (7) days after receipt of the notice of appointment. The Commission shall hear the appeal within five (5) days of the filing of the notice of appeal. The City and the individual appointed shall also be notified of the hearing and be given an opportunity to be heard. The person filing the appeal shall have the burden of proving that the Mayor's appointment was arbitrary, capricious, or a clearly unwarranted abuse of

discretion. If the Commission sustains the appeal, the appointment shall be vacated and the appellant shall be appointed to the position by the Mayor pursuant to the decision of the Commission retroactive to the date of the original appointment.

(j) The Commission shall render its decision within five (5) days after the hearing which shall be final and binding subject only to judicial review pursuant to Rule 106, CRCP.

(k) Regardless of length of service or seniority, employees inside or outside of the Bargaining Unit shall be limited to a maximum of ten (10) seniority points on all civil service entry level or promotional examinations.

Classes within the Bargaining Unit shall be either closed classes, which are open only to members of the Bargaining Unit, or classes that may be closed or open to all applicants, as determined by the Mayor. Classes that are closed classes are listed in Appendix B. Classes that may be closed or open are listed in Appendix C.

Civil Service examinations for all classes in Appendix B shall be open only to employees within the Bargaining Unit who meet the qualifications for such classes. If the Civil Service Commission, after announcement of an examination and acceptance of applications for a class in Appendix B, determines that there are no qualified employee applicants available, the Commission may open such examination to non-employee applicants.

If the Mayor determines that a class in Appendix C is to be a closed class, examinations for such a class shall be conducted in accordance with the preceding paragraph. If the Mayor determines that a class in Appendix C is to be an open class, examinations for such a class shall be open to all applicants.

Section 12. RECLASSIFICATION. Whenever a position is reclassified, the incumbent in such position who has performed all duties of the position in a

satisfactory manner for a period of one year or more shall be deemed qualified for appointment along with the three highest ranking eligibles on the eligible list from which the reclassified position is to be filled.

ARTICLE 8. GENERAL PROVISIONS

Section 1. UNION AND NON-UNION ACTIVITIES. The parties agree not to interfere with the rights of employees to become members of the Union or to refrain from becoming members of the Union, and there shall be no discrimination, interference, restraint, or coercion by the City or the Union or any employer representative or any Union representative against any employee because of Union membership or nonmembership, or as a result of an employee's lawful exercise of rights granted by the City Charter or this Agreement. The Union recognizes its responsibilities as the sole and exclusive bargaining agent and agrees to represent all employees in the Bargaining Unit without discrimination, interference, restraint, or coercion.

Section 2. NONDISCRIMINATION.

A. The City and the Union recognize that under State or Federal Law, neither party may discriminate against any employee because of race; age as defined; creed; color; sex; sexual orientation; handicap; or national origin.

B. All references to employees in this Agreement designate both sexes, and wherever the male gender is used, it shall be construed to include male and female employees.

C. The City and the Union recognize that neither party may discriminate against, or in any way favor, any employee because of such employee's political opinions or affiliations as provided in the Pueblo City Charter.

ARTICLE 9. SPECIAL CONFERENCES

The City and the Union agree to set up a Labor Management Committee ("Committee") which shall consist of two (2) representatives appointed by the Union President and two (2) representatives appointed by the Mayor. If the Committee meets with respect to a subject which affects more than one (1) department, the composition of the Committee will be increased to three (3) representatives of the Union and three (3) representatives of the City as may be reasonably necessary depending on the complexity of the issue. Either party may bring in a subject matter expert to provide additional or needed information and to assist in the understanding of any particular subject under discussion.

The Committee shall discuss matters of concern to either the Union, the department, and/or the City as a whole. Statements by Committee members made during Labor Management meetings shall not be used as evidence or admissions in any grievance or arbitration proceeding between the parties. The failure of any party to reach agreement on any subject raised pursuant to this Article shall not be indicative of bad faith, nor shall such failure initiate the grievance procedures available under this Agreement.

Unless otherwise agreed upon, the Committee shall meet on a monthly basis at a time and place mutually agreed upon between the parties. Either party may request additional meetings as may be reasonably needed, and such meetings will occur at a time and place mutually agreed upon. Union shall notify the Director at least 48 hours in advance of any LMI meeting indicating which representatives and/or subject matter experts will be attending so that the Director can make arrangements with the employees' supervisors for scheduling purposes. No employee may attend any LMI meeting without 48 hours advance notice to the Director.

The Committee's discussion of an issue does not affect whether that issue is or is not a mandatory or permissive subject of bargaining.

ARTICLE 10. UNION REPRESENTATION

Section 1. UNION REPRESENTATION. The City agrees that the representatives of P.A.G.E. may confer with Bargaining Unit employees during break periods in a manner so as to not interrupt the work of employees. Additionally, said representatives may confer with members of the management staff at mutually agreeable times and places.

Section 2. NEW BARGAINING UNIT EMPLOYEES. When the City engages new employees in Bargaining Unit positions, it shall notify the Union of the name, class, and department of all such new employees within ten (10) days of employment.

Section 3. UNION ACTIVITIES ON EMPLOYER'S TIME AND PREMISES. The City agrees that during working hours, on the City's premises, or at the site of negotiations or grievance proceedings, and without loss of pay, Union officers and stewards shall be allowed to:

- Attend negotiations, grievances and special conferences;
- Collect Union dues, initiation fees, and assessments (if these funds are not collected through payroll deductions);
- Post Union notices;
- Transmit communications, authorized by the local Union or its officers, regarding grievances, arbitrations, and collective bargaining negotiations to the City or its representatives.

All such time off shall be with the approval of the employee's supervisor and subject to such supervisor's work and schedule requirements. Such approval shall not be unreasonably withheld. Abuse of this provision may be the subject of discipline.

Members of the Union as may be elected or designated as officers, stewards, or members of the negotiating committee to represent the Union shall be granted leave from duty, with no loss of pay under the terms and conditions set forth in this Article.

Officers of the Union and the Union Executive Board Members shall be granted Union business leave with pay to attend meetings of the Union or special conferences, if said meetings occur during a regular tour of duty. The maximum of off-duty hours allowed hereunder shall not exceed two hundred forty (240) per calendar year. It is understood that those Union officials granted leave hereunder shall be on call during attendance at such meetings. The privileges granted herein shall not be abused or unreasonably exercised. Union members using paid Union business leave shall notify their supervisor when leaving duty and when reporting back to duty.

Section 4. NUMBER OF REPRESENTATIVES. The Union shall designate a sufficient number of stewards to assure that each Department or Division, and each shift within each Department or Division, shall have a steward. No more than one (1) steward or Union officer at a time shall investigate any grievance on duty time; provided, however, two (2) stewards or Union officer(s) shall be allowed to attend a step 3 grievance meeting.

No more than four (4) employees at a time shall attend negotiations on duty time.

ARTICLE 11. UNION BULLETIN BOARDS

The Union shall have the right to post on the bulletin boards designated by the Department Head at all work locations where available, notices pertaining to Union matters, all of which pertain to the City. No other postings will be allowed. Should the available bulletin boards be insufficient, the Union may erect suitable bulletin boards in locations mutually agreeable.

ARTICLE 12. PROBATION

Section 1. NEW HIRE. A newly hired employee other than an Emergency Services Dispatcher shall serve a probationary period of six (6) months from the date of his most recent initial appointment. For a newly hired employee in the classification of Emergency Services Dispatcher, the probationary period shall be nine (9) months from the date of his most recent initial appointment. Any probationary period may be extended for an additional period not to exceed six (6) months upon mutual agreement of the affected employee and Department Head. A newly hired employee will not be allowed to transfer or demote to any position other than an entry level job (Office Assistant or Utility Worker) during the probationary period.

Section 2. PROBATION AFTER PROMOTION. A newly promoted employee other than an Emergency Services Dispatcher shall serve a probationary period in the higher-level class for a period of six (6) months from the date of appointment to the higher class. For a newly promoted employee in the classification of Emergency Services Dispatcher, the probationary period shall be nine (9) months from the date of appointment to the higher class. Any probationary period may be extended for an additional period not to exceed six (6) months upon mutual agreement of the affected employee and Department Head.

Newly promoted employees shall have their probationary period reduced by the amount of time, if any, spent during temporary duty in a higher class of a full shift or longer, in accordance with Article 15, Section 4, of this Agreement, when such temporary duty was in the class to which the employee was subsequently promoted. Only such temporary duty within the three (3) years preceding promotion shall be considered, and the maximum reduction of the probationary period shall be three (3) months.

Section 3. PROBATION AFTER TRANSFER OR DEMOTION TO A POSITION NOT PREVIOUSLY HELD. An employee demoted into a position not previously held shall serve a probationary period of six (6) months from the date of the demotion; provided, however, an employee demoted into a position not previously held and within the Emergency Services dispatcher classification shall serve a probationary period of nine (9) months. An employee transferred into a position shall serve a probationary period of 90 days, provided that the employee and the Department Head may mutually agree to continue such probationary period for an additional 90 days.

Section 4. RETURN TO PREVIOUS CLASS. A newly promoted, transferred or demoted employee may be returned to the previous class if the employee is unable to satisfactorily perform the duties of the new position. Such employee may grieve the return to the previous class under Article 5 of this Agreement.

ARTICLE 13. RESIGNATION

Section 1. NOTICE. An employee shall provide to the City at least seven (7) days' notice in writing of his intention to resign. Once the employee ceases employment, the employee may seek reemployment under the reemployment procedures.

Section 2. ABSENCE WITHOUT LEAVE. All unauthorized absences without leave shall be grounds for disciplinary action. Reduction of pay shall be made for all periods of unauthorized absences.

Section 3. UNAUTHORIZED ABSENCES FOR MORE THAN FIVE (5) DAYS. Any unauthorized absence of more than five (5) consecutive working days shall be deemed to be and shall constitute a resignation from employment by the employee.

ARTICLE 14. EMPLOYEE PERSONNEL FILE

Employees may inspect all documents contained in the employee's own personnel file as provided by the Colorado Open Records Law.

ARTICLE 15. WAGES AND OTHER PAYMENTS

Section 1. WAGE INCREASES DURING CONTRACT. Effective January 1, 2023, employees covered by this agreement and occupying the classifications listed below shall be paid in accordance with the following monthly salary schedule:

	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Administrative Technician	$3,944.18	$4,040.92	$4,239.16	$4,435.80	$4,535.65	$4,747.95	$4,811.16	$4,961.39	$5,027.33	$5,397.81
Area Crew Leader	$4,607.95	$4,724.79	$4,964.04	$5,204.66	$5,322.89	$5,460.32	$5,538.06	$5,612.95	$5,692.12	$5,873.76
Associate Engineer I	$4,562.72	$4,680.97	$4,916.04	$5,152.47	$5,272.09	$5,326.35	$5,404.23	$5,479.34	$5,550.30	$5,735.41
Associate Engineer II	$4,751.20	$4,874.99	$5,121.21	$5,371.57	$5,495.35	$5,557.92	$5,633.06	$5,712.35	$5,790.25	$5,979.21
Associate Engineer II - SW	$4,751.20	$4,874.99	$5,121.21	$5,371.57	$5,495.35	$5,557.92	$5,633.06	$5,712.35	$5,790.25	$5,979.21
Associate Engineer II - WW	$4,751.20	$4,874.99	$5,121.21	$5,371.57	$5,495.35	$5,557.92	$5,633.06	$5,712.35	$5,790.25	$5,979.21
Associate Field Engineer	$4,607.95	$4,724.79	$4,964.04	$5,204.66	$5,322.89	$5,460.32	$5,538.06	$5,612.95	$5,692.12	$5,873.76
Dispatch Training Coord.	$4,243.18	$4,379.92	$4,516.66	$4,653.44	$4,790.21	$5,070.45	$5,211.21	$5,351.96	$5,492.69	$5,776.24
Emergency Svcs. Dispatcher	$3,894.94	$4,031.68	$4,168.42	$4,305.20	$4,441.97	$4,712.07	$4,852.83	$4,993.58	$5,134.30	$5,411.10
Emergency Services Dispatch Supervisors	$5,261.51	$5,427.98	$5,594.45	$5,760.90	$5,927.37	$6,260.03	$6,431.05	$6,602.03	$6,773.05	$7,074.94
Equipment Operator II	$3,504.95	$3,591.19	$3,766.42	$3,941.69	$4,069.62	$4,111.76	$4,166.56	$4,222.75	$4,278.93	$4,752.81
Equipment Operator IV	$4,005.58	$4,106.30	$4,310.59	$4,514.92	$4,686.30	$4,738.14	$4,800.07	$4,843.74	$4,906.83	$5,446.08
Inspector/Stormwater	$4,562.72	$4,680.97	$4,916.04	$5,152.47	$5,272.09	$5,326.35	$5,404.23	$5,479.34	$5,550.30	$5,735.41

	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Inspector/Streets	$4,562.72	$4,680.97	$4,916.04	$5,152.47	$5,272.09	$5,326.35	$5,404.23	$5,479.34	$5,550.30	$5,735.41
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Inspector/Wastewater	$4,562.72	$4,680.97	$4,916.04	$5,152.47	$5,272.09	$5,326.35	$5,404.23	$5,479.34	$5,550.30	$5,735.41
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Lead Court Technician	$3,944.18	$4,040.92	$4,239.16	$4,435.80	$4,535.65	$4,747.95	$4,811.16	$4,961.39	$5,027.33	$5,397.81
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Legal Support Assistant	$3,944.18	$4,040.92	$4,239.16	$4,435.80	$4,535.65	$4,747.95	$4,811.16	$4,961.39	$5,027.33	$5,397.81
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Parks Area Crew Leader	$4,607.95	$4,724.79	$4,964.04	$5,204.66	$5,322.89	$5,460.32	$5,538.06	$5,612.95	$5,692.12	$5,873.76
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Park Caretaker II	$3,504.95	$3,591.19	$3,766.42	$3,941.69	$4,069.62	$4,111.76	$4,166.56	$4,222.75	$4,278.93	$4,752.81
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Park Caretaker II - Irrigation	$3,680.19	$3,773.38	$3,957.34	$4,143.36	$4,278.93	$4,342.24	$4,401.54	$4,460.83	$4,518.71	$5,015.95
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Park Caretaker II - Playground	$3,680.19	$3,773.38	$3,957.34	$4,143.36	$4,278.93	$4,342.24	$4,401.54	$4,460.83	$4,518.71	$5,015.95
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Parks Maint. Mechanic	$4,005.58	$4,106.30	$4,310.59	$4,514.92	$4,663.22	$4,714.80	$4,776.43	$4,843.74	$4,906.83	$5,446.08
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Parks Senior Mechanic/Welder	$4,375.67	$4,489.71	$4,716.42	$4,940.37	$5,054.44	$5,111.47	$5,182.39	$5,253.35	$5,322.89	$5,910.42
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Payroll Coordinator	$4,570.77	$4,688.87	$4,922.13	$5,158.38	$5,275.02	$5,334.84	$5,408.11	$5,481.36	$5,554.64	$5,977.63
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Police Payroll Technician	$3,944.18	$4,040.92	$4,239.16	$4,435.80	$4,535.65	$4,747.95	$4,811.16	$4,961.39	$5,027.33	$5,397.81
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Sr. Office Assistant	$3,703.87	$3,795.23	$3,976.37	$4,160.78	$4,248.95	$4,528.42	$4,633.31	$4,756.01	$4,878.68	$5,213.25
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Streets Maint. Mechanic	$4,005.58	$4,106.30	$4,310.59	$4,514.92	$4,663.22	$4,714.80	$4,776.43	$4,843.74	$4,906.83	$5,446.08
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Stormwater Crew Leader	$4,607.95	$4,724.79	$4,964.04	$5,204.66	$5,322.89	$5,460.32	$5,538.06	$5,612.95	$5,692.12	$5,873.76
	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
Sweeper Operator	$3,830.43	$3,927.79	$4,119.74	$4,314.45	$4,454.53	$4,503.70	$4,566.93	$4,625.94	$4,686.35	$5,204.44

	Entrance	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*	*Step 10*
Traffic Engineering Analyst	$4,562.72	$4,680.97	$4,916.04	$5,152.47	$5,272.09	$5,326.35	$5,404.23	$5,479.34	$5,550.30	$5,735.41

	Entrance	*Step 2*	*Step 3*	*Step 4*	*Step 5*	*Step 6*	*Step 7*	*Step 8*	*Step 9*	*Step 10*
WW Utility Worker II	$3,715.25	$3,806.66	$3,992.41	$4,217.16	$4,271.09	$4,315.32	$4,372.82	$4,431.80	$4,490.75	$5,037.93

Effective January 1, 2023, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement other than Administrative Technician, Area Crew Leader, Associate Engineer I, Associate Engineer II, Associate Engineer II – SW, Associate Engineer II – WW, Associate Field Engineer, Dispatch Training Coordinator, Emergency Services Dispatcher, Emergency Services Dispatch Supervisor, Equipment Operator II, Equipment Operator IV, Inspector/Stormwater, Inspector/Streets, Inspector/Wastewater, Lead Court Technician, Legal Support Assistant, Parks Area Crew Leader, Park Caretaker II, Park Caretaker II-Irrigation, Park Caretaker II-Playground, Parks Maintenance Mechanic, Parks Senior Mechanic/Welder, Payroll Coordinator, Police Payroll Technician, Sr. Office Assistant, Streets Maintenance Mechanic, Stormwater Crew Leader, Sweeper Operator, Traffic Engineer Analyst, WW Utility Worker II , which have been established and/or adjusted above, shall be increased by 6.5% percent over the amount set by ordinance establishing the 2022 pay levels.

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2024, through December 31, 2024, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing the 2023 pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index. For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2023 average annual cost of living index for the Pueblo, CO Metro (Pueblo

Urban Area) by the 2023 average annual cost of living index for the Denver Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

"CPI Index" means the percentage increase for the period from January 2022 to January 2023 according to the following CPI index published by the United States Department of Labor's Bureau of Labor Statistics:
Population Coverage: CPI-W
Area Coverage: Denver-Aurora-Lakewood Colorado Series Items: All Items
Base Period: 1982-1984=100

If, and in the event that, the City exercises its option to extend the term of this Agreement for the period January 1, 2025, through December 31, 2025, the monthly pay rate for each class, grade, step, or position of employees covered by this Agreement shall be increased over the amount set by Ordinance establishing the 2024 pay levels by an amount equal to the Regional Adjustment multiplied by the CPI Index. For purposes of the foregoing calculation, the following terms have the following meanings:

"Regional Adjustment" means the quotient obtained by dividing the 2024 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2024 average annual cost of living index for the Denver Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

"CPI Index" means the percentage increase for the period from January

2023 to January 2024 according to the following CPI index published by the United States Department of Labor's Bureau of Labor Statistics:

Population Coverage: CPI-W

Area Coverage: Denver-Aurora-Lakewood Colorado Series Items: All Items

Base Period: 1982-1984=100

Section 2. LONGEVITY COMPENSATION. Commencing with the month following completion of five (5) years of actual continuous service as a full-time employee of the City, each such employee shall receive in addition to all other compensation for full-time service, the amount of Thirty-Two Dollars and Fifty Cents ($32.50) per month; following ten (10) years of such service, Thirty-Seven Dollars and Fifty Cents ($37.50) per month; following fifteen (15) years of such service, Forty-Seven Dollars and Fifty Cents ($47.50) per month; following twenty (20) years of such service, Fifty-Two Dollars and Fifty Cents ($52.50) per month. In no event shall longevity compensation exceed Fifty-Two Dollars and Fifty Cents ($52.50) per month.

Section 3. LONGEVITY COMPENSATION DURING LEAVES.

A. Longevity compensation as stated above shall be paid to an employee while on authorized leave with pay. Such longevity compensation shall not be paid to an employee for any month during which such employee shall be absent on leave without pay for more than one-half the working time prescribed for that employee's job classification. Absence without leave as defined in Section 6-6-12 of the 1971 Code of Ordinances of the City shall forfeit all longevity pay for the month in which such absence occurs.

B. For the purposes of this Section periods of authorized leave without pay shall not accrue as part of the actual continuous service necessary to qualify for longevity compensation. Service as a permanent part-time employee may be accrued as a part of the actual continuous service necessary to qualify for longevity compensation under this Section; provided, such service of permanent part-time employment be accrued on a percentage basis, i.e., two years of half-time service

would accrue as one year of full-time service; and, provided further, that periods of permanent part-time service and full-time service are continuous.

C. Periods of time during which an employee in the classified service is off work due to lay-off or reduction in force and is on a valid reinstatement list shall not constitute a break in continuity of service; provided, however, such periods of time shall not be accrued as a part of the actual continuous service necessary to qualify for longevity compensation.

Section 4. RATE OF PAY FOR WORK IN HIGHER CLASSIFICATION. In any case when an employee is assigned work in a position in a higher class within the PAGE Bargaining Unit, for a period amounting to one hour or more within a pay period, the employee shall be paid One Hundred Percent (100%) of the difference in pay between the employee's actual rate of pay and the lowest step in the salary schedule for the higher class that would provide a minimum increase of 3 percent or the highest step in the higher class, whichever is less. The employee shall be paid only for such hours actually worked.

In any case when an employee is assigned work in a position in a higher class outside the PAGE Bargaining Unit for a period amounting to one hour or more within a pay period, the employee shall be paid Seventy-Five Percent (75%) of the difference in pay between the employee's actual rate of pay and the lowest step in the salary schedule for the higher class that would provide a minimum increase of 3 percent for the actual period of such service.

For purpose of this Section only, Emergency Services Dispatchers who are assigned to and perform the duties of the supervisor in the Communication Center for a period of one (1) hour or more shall receive for each such hour step up pay of One Hundred (100%) percent of the difference between the employee's actual rate of pay and the lowest step in the salary schedule for the Emergency Services Dispatch Supervisor class that would provide a minimum increase of 3 percent.

In the event there is a valid eligibility list for a higher class, employees who have placed themselves on the current valid eligibility list for that higher class and who are on the crew, shift, or sector in which the temporary vacancy occurs shall be given opportunities to fill temporary vacancies in that higher class for the

educational value to the employee and the department. In the event no such valid eligibility list exists, the employee in the next lower class with the most seniority in such lower class who is on the crew, shift, or sector in which the temporary vacancy occurs shall, with his consent, be assigned temporary duty in the higher class, unless the department furnishes proof of the inability of the employee to perform.

If no employee consents to such assignment, the Department Head may, at the Department Head's sole discretion, assign an employee temporary duty in a higher class; provided, however, no employee shall be assigned temporary duty in a higher class where the employee is not competent to perform such assignment.

Section 5. SHIFT DIFFERENTIALS. This Section shall apply only in those departments where two or more shifts are worked in any particular classification.

A. Full-time permanent employees who are assigned to work the afternoon shift shall receive an additional Forty Cents ($.40) per hour for each hour worked on such shift.

B. Full-time permanent employees who are assigned to work the graveyard shift shall receive an additional Eighty Cents ($.80) per hour for each hour worked on such shift.

The shift differential amount paid is based on the start time of the shift and shall apply to each hour worked for the entirety of the shift.

Section 6. MILEAGE. An employee who is required and specifically authorized to operate his personally-owned automobile in the conduct of City business shall be paid the amount allowed by the Internal Revenue Service for each mile of usage of the personal automobile on City business. The City may, at its option, where an employee requests the City to exercise the within described option, where an employee regularly utilizes his personal car in the conduct of City business, estimate the average number of miles traveled per month and authorize a monthly allowance on the basis of such estimate at the rate allowed by the Internal Revenue Service per mile. Such estimated payment shall be in lieu of any claims for payment based upon actual mileage driven.

Section 7. TUITION REIMBURSEMENT. Upon recommendation of the Department Head and after prior approval by the Mayor, the City shall reimburse

a permanent, full-time employee upon successful completion of an approved course or courses in education or vocational training. The course or training must be related to the work, be designed to improve competence in the job, and be of value to the employee's service to the City. The employee must conclude the course or training with a grade of "Pass," "C," or better in order to be entitled to reimbursement. The amount to be reimbursed will not exceed eighty percent (80%) of the cost of tuition, fees, and required books. If, and in the event, the course or training is of value to the employee's service to the City but is not related to the employee's work or is not designed to improve the employee's competence in the job, the City will reimburse up to fifty percent (50%) of the cost of tuition, fees, and required books, not to exceed Five Hundred Dollars ($500.00) per year. This Article shall apply to employees completing the 30 hours of educational or vocational training after January 1, 1987.

SECTION 8. BILINGUAL COMPENSATION. Certain positions in the City may be required to be filled by employees who possess bilingual capabilities. The City reserves the right to determine the number of positions, where the positions are located, competency levels, and the second language required for each. Employees that hold these positions will be paid an additional Fifty Dollars ($50.00) per month for their capabilities. These positions will be bid on a yearly basis by seniority among all department personnel who meet the competency level required by the City.

SECTION 9. DISPATCH TRAINING INCENTIVE PAY. Communications Training Officers (CTO's) shall be selected by the City based upon the City's judgment relative to experience, knowledge, employment history, his/her ability to successfully monitor and train new/probationary employees and meet established qualifications for the CTO program.

Communications personnel with the CTO designation shall receive training incentive pay of One Dollar Seventy-Three Cents ($1.73) per hour up to Three Hundred Dollars ($300) a month when performing specific approved training duties. "Training duties" shall include, but are not limited to, "one-on-one" training, "double plug-in training," classroom instruction, materials preparation time,

completion of Daily Observation Reports (DORs), and other training projects approved by the Dispatch Manager or his/her designee. Employees who sit with new/probationary employees, civilians, or other City personnel for the purpose of observing dispatch operations, and without being ordered to otherwise train, shall not be considered “in training” and shall not be eligible for training incentive pay.

CTO employees who fail to meet established expectations for the training program shall be relieved of responsibility under the program, at the City’s discretion. Employees may re-apply for inclusion in the program after six (6) months and upon satisfactory demonstration that they meet program expectations.

ARTICLE 16. UNIFORM AND PROTECTIVE CLOTHING

Section 1. UNIFORMS. Any employee who is authorized and required to wear an official uniform, shall have that uniform provided, maintained, and laundered by the City.

Section 2. SPECIAL FOOTWEAR. All employees who are authorized and required to wear special footwear shall be paid the sum of Two Hundred dollars ($200.00) in January of each year. Such employees initially appointed during a year shall receive said footwear allowance with their initial paycheck.

ARTICLE 17. TOOLS

All employees who are required by the nature of their employment to use tools to accomplish their job assignment, and are required to provide their own tools, shall be reimbursed, upon presentation of receipts, for the cost of such tools up to maximum of Five Hundred Dollars ($500.00) per year. Tools belonging to the City and employees shall be clearly marked or inscribed to identify ownership. Upon termination of employment with the City, all tools, except those purchased by the employee, shall remain the property of the City.

ARTICLE 18. HOURS OF WORK

Section 1. WORK DAY. The regular hours of work each day shall be eight (8) hours exclusive of lunch periods, within a twenty-four (24) hour period.

Section 2. WORK WEEK. The work week shall consist of five eight-hour days for a total of forty (40) hours.

Section 3. FLEX TIME. The Department Head, with the approval of the Mayor, may implement a flex time program within a department or a part thereof when, in the Department Head's judgment, consideration of the operational needs of the department would so allow. Assignment of employees to a flex time program within a department or a part thereof shall be based upon the operational needs of the department and such basis for assignment shall be consistently applied to each employee within the department or part thereof in which the flex time program is implemented.

The Department Head, with the approval of the Mayor, may revoke a flex time program at any time by giving notice of revocation to the Union and the employees assigned to the flex time program at least thirty (30) days prior to the date of revocation. During the period after notice and before revocation, the Union shall have the opportunity to present its view and suggestions with respect to the revocation; provided, however, the revocation shall not be subject to grievance and arbitration under this agreement.

Section 4. REPORTING. The Department Head shall establish procedures for reporting absence for each department or portion thereof. Such procedures shall be consistent with Article 20, Section 8 of this Agreement.

Section 5. CALL-BACK TIME. Any employee called back to work prior to the beginning of his next regular shift shall be selected pursuant to Section 7 of this Article and shall be compensated at the rate of time and one-half in cash or time and one-half off. An employee called back for work shall be compensated at the overtime rate for a minimum of four (4) hours. This provision shall not apply to those employees assigned to and compensated for stand-by purposes. Also, this provision does not apply to callbacks two (2) hours before and in conjunction with

commencement of the regular shift. In this case the employee will be paid a minimum of two hours at the overtime rate.

Section 6. STAND-BY TIME. Any employee assigned and required to hold himself available for call-backs shall be paid stand-by pay in the sum of One Dollar Twenty-Five Cents ($1.25) per hour in addition to all other compensation. Any employee on stand-by who is called back to work prior to the beginning of his next regular shift shall be compensated at the rate of time and one-half for a minimum of two hours.

Such stand-by assignments shall be fairly and equitably made upon a rotating basis to employees within the affected class and departments who volunteer for and are qualified to perform such duty. If sufficient employees do not volunteer for such duty, it shall be assigned upon a rotating basis within the appropriate class and departments. Any employee assigned and required to hold himself available for call backs shall be provided with a remote telecommunication device and shall be available for and able to report for work.

Section 7. OVERTIME ASSIGNMENTS. Non-emergency overtime shall be distributed fairly and equitably, on a rotating basis, within a class, section in the Police Department, and department. In order to accomplish the fair and equitable rotation of overtime distribution, a seniority list, in order of departmental seniority, shall be established for each class within each department. An employee must indicate in writing his willingness to perform overtime work in order to be placed on the appropriate list. Any employee on sick leave is not eligible for overtime for that 24-hour period unless such sick leave is used for a doctor or dentist appointment or attendance at a funeral. Overtime shall be distributed by offering it to employees in order of their placement on the appropriate list. Subject to the following exceptions, an employee's name shall be rotated to the bottom of the list when the employee accepts and works an overtime shift or portion thereof:

(1) In the Department of Aviation and the Streets Division of the Bureau of Public Works, an employee shall not be rotated to the bottom of the list until the employee has received a minimum of four (4) hours of overtime: and

(2) In the Wastewater Department, any employee who refuses or fails to work offered overtime shall have their name rotated to the bottom of the list following the name of the employee who actually worked such overtime. The following example is provided as illustration of the foregoing:

The order of the list is A,B,C,D, and employee A refuses the overtime, but B works such overtime. The new order would be C,D,B,A after rotation.

The following procedure shall apply to overtime assignments in the Police Department Communications Center: (For actual procedure to be used at the Police Department Communications Center reference Intra-Department Communication dated March 22, 2006.)

(1) In order of seniority the on-duty civilians will be offered all of the overtime if the vacated shift is two (2) hours or less. If the vacancy remains, the on-coming civilians in order of seniority will be offered the entire amount of the shift, if the vacated shift is two (2) hours or less. In order of seniority, the on-duty civilians will be offered the first one-half (1/2) of the vacated shift, exceeding two (2) hours. In order of seniority, the on-coming civilians will be offered the last one-half (1/2) of the vacated shift exceeding two (2) hours.

(2) If the vacancy remains, the most senior civilian with the day off will be offered the vacated shift.

(3) If the vacated shift cannot be filled by civilian personnel assigned to the Communication Center, it may be filled by other qualified Police Department personnel.

The parties recognize that certain tasks are inherently individual in nature, and work on an overtime basis necessary for an individual to complete such task is not subject to the provisions of this Section.

Section 8. SHIFT ROTATION. Emergency Service Dispatchers and other employees whose shift assignments were rotated on a regular, calendar-based cycle, during the term of the Agreement prior to this Agreement, shall continue such method of accomplishing the rotation of shifts. No change in an employee's

shift may be made by the City unless the employee is given notice in advance of three (3) shifts, including the one in which the employee is notified.

Section 9. SHIFT ASSIGNMENT. Employees assigned to a department or division/section thereof where two or more shifts are worked, shall be assigned to one of the shifts by the following procedures:

A. Shift assignments shall be bid on a seniority basis on a minimum of once per year.

B. Shift seniority shall be the length of service in a class within the department or division/section thereof. If departments or divisions/sections thereof are combined, seniority shall be integrated.

C. An employee may be transferred to another shift on a temporary basis for a period not to exceed sixty (60) calendar days per year for training purposes or other verifiable department needs.

D. Probationary employees may be assigned to any shift for training purposes, but it is understood that as much training as possible be done on the shift this employee will ultimately fill.

E. The Department Head may involuntarily transfer an employee to another shift within the same division, but such transfer shall be for just cause only, subject to the grievance procedure.

F. No change in an employee's shift may be made by the City, except due to a verifiable emergency, unless the employee is given notice in advance of seventy-two (72) hours. If less than 72 hours' notice is given, the employee shall be entitled to time and one-half for each hour in the first new shift which differs from the hours worked in the former shift, unless such employee is already receiving time and one half for such hour(s) under another provision of this Agreement. For each hour worked in the new shift which differs from hours worked in the former shift, the employee shall be paid shift differential irrespective of whether or not the hours worked in the new shift become the employee's regular assignment.

G. When a vacancy on a shift is filled or when a probationary employee completes his/her probation period vacating a more favorable training slot, the

vacancy shall be filled by bidding process on a seniority basis. If not filled in this manner, the least senior employee will fill the vacancy.

H. Employees may, with supervisor approval, trade shift assignments with the most senior employee desiring the trade.

Section 10. SPECIAL DUTY ASSIGNMENT**.** Departments may transfer employees within the same class or similar classes occupying the same line of promotion for seasonal work demands, special projects, cross training, and job development. The City will generally seek volunteers who have the necessary skills and certifications for the duty assignment. If volunteers are not available, or if more employees are qualified than is needed for the assignment, the City shall make the assignment based on seniority. Issues regarding duty assignment will be brought back to the Labor Management Committee established under Article 9 of this Agreement. Callout will be done on a rotating basis; the employee with most seniority would be offered it first then rotated to the bottom of the volunteer list. If no one volunteers for the assignment, the lowest person on the list would be assigned and then rotated to the top of the volunteer list.

ARTICLE 19. OVERTIME

Section 1. OVERTIME COMPENSATION. Employees will be compensated for overtime at the rate of time and one-half, in either cash or compensatory time, at the discretion of the employee for any overtime required. The overtime rate for each hour of overtime shall be computed as follows: 1 ½ times the sum of the basic monthly rate plus longevity pay, divided by 173.83, plus 1 ½ times the hourly shift differential, if any, for each overtime hour worked, plus 1 ½ times the hourly step-up pay, if any, for each overtime hour worked. Overtime pay shall be paid within the pay period and no later than the following pay period.

Section 2. COMPENSATORY TIME. The City retains the right to assign overtime. The payment of overtime or granting of compensatory time is left to the discretion of the City; provided, however, an employee shall not be forced to take compensatory time if the employee elects to be paid for the overtime work. The City will not be unreasonable in the granting of accrued compensatory time off and when it can be taken. The City's stated business reason shall be consistently applied to all employees in the same work unit regarding which employee must take the overtime option.

Section 3. DAILY. All work performed in excess of eight (8) hours in any work day shall be compensated at the overtime rate.

Section 4. WEEKLY. All work performed in excess of forty (40) hours in the designated work week shall be compensated at the overtime rate. For the purpose of this Section, the term "work performed" shall include compensatory time, vacation and paid personal leave actually taken. No other paid or unpaid leave shall be included as "work performed" or otherwise included in calculating hours worked up to or in excess of forty (40) hours. There shall be no duplication or pyramiding of overtime pay and employees shall not be paid more than once, for more than one reason or under more than one provision of this Agreement for the same hours worked. The work week for purposes of overtime under this Section commences on Sunday at 12:01 a.m. and ends at midnight on the following Saturday.

Section 5. COURT TIME. In the event a general services employee from the communication center is required to participate in a judicial proceeding outside of his or her normal work shift, he or she will be compensated for no less than two (2) hours at the rate of time and one-half, or for actual hours worked at the rate of time and one-half if more than two (2) hours. If the employee is required to participate or be available to participate during such time that the employee would have been on a regularly scheduled day either the day before or the day after a vacation or personal day or, if the day he or she is scheduled to be available is on a vacation day or a personal day the employee shall have the option to take a cash payment of time and one-half for the entire day or one-half time plus an additional day off.

Once the subpoena is served, an employee will not be allowed to schedule a vacation day or personal day on the date of the court proceeding. If the employee is subpoenaed while on sick or injured leave the employee will be considered in work status for that day.

ARTICLE 20. LEAVES AND OTHER ABSENCES

Section 1. SICK LEAVE.

A. PAID SICK LEAVE BENEFITS. Paid sick leave to the extent the same is accrued and unused shall be granted to permanent full-time employees and probationary employees in case of actual illness or disability occurring without negligence of the employee; or for an amount consistent with that required under the Healthy Families and Workplaces Act each calendar year for an illness of the employee's spouse or child, parent, or a member of the employee's immediate household, subject to verification thereof. A medical certificate issued an signed by the employee's physician which provides adequate verification that a legitimate medical reason for the absence existed and which provides enough detail so the City will understand what, if any, restrictions exist upon the employee's return to work shall be required for any absence for which paid sick leave is claimed by the employee exceeding four (4) consecutive working days; provided, further, the Mayor, in any case of suspected abuse of sick leave privileges, may require such medical certificate for any absence for which paid sick leave is claimed by the employee. Requests for sick leave for an employee's last scheduled work shift before a vacation or scheduled time-off, or for his first scheduled work shift after a vacation or scheduled time-off, may be indicative of such abuse. Use or attempted use of paid sick leave benefits for any reason other than actual illness or disability shall be deemed an activity unbecoming an employee of the City. Disability caused by injury while on duty and maternity leave shall be compensated as hereinafter set forth.

B. SICK LEAVE; ACCRUAL.

1. Each permanent full-time employee hired before 01/01/96 shall accrue paid sick leave at the rate of one and one-half days for each calendar month of completed full-time duty to a maximum accrual of two hundred (200) days. An employee hired on or after January 1, 1996, shall accrue paid sick leave at the rate of one day for each calendar month of completed full-time duty to a maximum accrual of two hundred (200) days.

2. Probationary employees shall accrue paid sick leave benefits during their probationary period.

C. SICK LEAVE; BENEFITS UPON SEPARATION.

1. Upon separation for any reason other than death, discharge, retirement, or resignation with more than 20 years continuous service, an employee hired prior to January 1, 1996, whose sick leave accumulation exceeds seventy-five (75) days shall be paid at his regular rate of pay for the amount of sick leave accumulated over seventy-five (75) days, but not to exceed seventy-five (75) days.

2. Effective January 1, 2004, upon separation due to retirement, death, or resignation with 20 or more years continuous service, an employee hired prior to January 1, 1996 whose sick leave accumulation exceeds fifteen (15) days shall be paid at his regular rate of pay for the amount of sick leave accumulated over fifteen (15) days, but not to exceed one hundred twenty 120 days. For the purpose of this section, an employee separating due to lay-off, after twenty or more years of service, may elect to be paid off as if they are retiring or elect to leave their sick leave accrual with the City in anticipation of rehire.

3. In the event of death, such sum shall be paid to the beneficiary designated by the employee and, if no beneficiary is designated, to the surviving spouse and, in the event there is no surviving spouse, such sum shall be paid to the estate of such employee.

4. Separation benefits shall be paid immediately upon the effective date of separation.

5. Employees hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These employees will have the option to receive compensation for ten (10) days of sick leave each year at one-half (1/2) pay. However, before an employee may exercise this option, he must have a minimum of twenty-four (24) days of unused accrued sick leave to his credit, and his accrual may not be reduced to less than twenty-four (24) days by the exercise of this option.

6. Employees hired prior to January 1, 1996, shall have the option of electing the new plan, however, they must waive all benefits under Sections 20 (c)(1), 20 (c)(2), 20 (c)(3), and 20 (c)(7) of this Article. Once this election is made, the employee may not return to the old plan. This election to enter the new plan must be made prior to January 1, 1996. Employees who opt into the new plan shall accrue sick leave at one day for each month of completed full-time service with the City.

7. Employees hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and 120 days of accrued, unused sick leave to their credit, may annually sell back up to 10 days of sick leave for 1/2 pay. The number of sick leave days sold back to the City shall be deducted from the employee's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of 200 days. The amount of days available for buy-back under Sections 20 (c)(1) and 20 (c)(2) shall be permanently reduced by one-half of the days sold back to the City.

Section 2. INJURY LEAVE.

A1. Each employee covered by this Agreement who is injured while in the performance of his duties inside or outside the City limits shall be paid injury leave in a sum equal to the employee’s full salary for the period of disability not to exceed one (1) calendar year from the date of the injury, except that an employee who undergoes surgery for such duty injury shall be entitled to a total of one year of paid injury leave during a period ending 18 months from the date of injury whenever he/she may be disabled and unable to work as a result of such a duty injury. Even though the period of time during such an employee who undergoes surgery for a duty related injury is 18 months from the date of such injury, the total amount of said injury leave to which an employee is entitled shall in no event exceed the sum equal to one year of such employee’s full salary.

A. If benefits are reduced by 50% under the provisions of the Worker's Compensation Act of Colorado due to the willful failure to use safety devices, willful failure to obey safety rules, or intoxication of the employee, injury leave benefits otherwise payable under this Section shall be denied.

B. Injury leave benefits as set forth herein are maximum benefits for each injury. Employees on injury leave shall be granted all benefits provided other employees covered by this Agreement the same as if they were in active service of the City.

C. Worker's Compensation temporary disability benefits paid to an employee for the same period of time he receives injury leave benefits hereunder shall be reimbursed to the City, provided; that no amount shall be reimbursed until such time as the temporary disability benefits are actually paid. In the event an employee receives temporary disability benefits for the period he received injury leave benefits, he shall endorse to the City the check received by him for the purpose of paying such benefits. Receipt of injury leave benefits hereunder by an employee shall operate as and be a partial assignment to the City of said employee's interest in and to any cause of action against a third party as defined in C.R.S. 1973 8-52-100, et. seq., as amended, to the extent of injury leave benefits paid or payable hereunder by the City to said employee. During such time as he is receiving injury leave benefits hereunder and for a period of sixty (60) days from and after the receipt of the final payment thereof, said employees shall have an exclusive right to engage the services of an attorney-at-law to settle or to otherwise dispose of said cause of action which shall not be settled or otherwise disposed of without the written consent of the City. If said employee engages the services of an attorney as aforesaid, the City shall not be liable for costs or attorney fees in connection therewith; however, in lieu thereof, the City agrees to limit its pro rata share of any recovery so effected to seventy-five percent (75%) of injury leave benefits paid or payable to the employee hereunder. If said employee fails to engage the services of an attorney, as aforesaid, the City may take such action as it deems advisable for the recovery of one hundred percent (100%) of all injury leave benefits paid to said employee, and said employee will cooperate with the City in such action as it may take and furnish any and all papers and information in his possession deemed by the City to be necessary in connection therewith.

Section 3. FUNERAL LEAVE.

In addition to all leave benefits authorized under the terms of this Agreement, employees shall be entitled to funeral leave benefits pursuant to the terms of this Article.

A. **Parent, spouse, spousal equivalent as defined in PMC Section 6-3-1 (33.1), child, brother, sister, and grandchild** - Each employee shall be entitled to funeral leave for a period of ten (10) consecutive workdays commencing with the day of notification of death. Funeral leave shall be a special administrative leave, which is not accrued, not subject to any maximum, and not charged against any other accrued leave benefits.

B. **Immediate family defined as grandparent, mother-in-law, father-in-law, or other relative residing in the same household as the employee** - Each employee shall be entitled to funeral leave for a period of ten (10) consecutive workdays commencing with the day of notification of death. Funeral leave shall be paid leave and charged to employee's sick leave provided employee has a sufficient amount of sick leave accrued.

C. **Person not a member of immediate family** - Each employee shall be entitled to paid leave for a period of one (1) calendar day per year in order to attend the funeral of a person other than a member the immediate family. Funeral leave shall be paid leave and charged to employee's sick leave provided employee has a sufficient amount of sick leave accrued.

D. **Co-worker** – In the event of death of a departmental employee, employees of said department may be granted one-half (1/2) day's funeral leave, not to exceed 4 hours, for attendance of the funeral provided that the work schedule can be arranged by the Department Head so as not to materially impair the ability of the department to perform its public duties.

	RELATIONSHIP	LEAVE AMOUNT	LEAVE TYPE
Section A	Parent	10 days	Administrative Leave (paid)
	Spouse	10 days	Administrative Leave (paid)
	Child	10 days	Administrative Leave (paid)
	Brother / Sister	10 days	Administrative Leave (paid)
	Grandchild	10 days	Administrative Leave (paid)
Section B	Mother-in-Law	10 days	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
	Father-in-Law	10 days	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
	Other Relative Residing in Same Household as Employee	10 days	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
Section C	Person other than Immediate Family Member	1 day	Sick Leave or Vacation provided employee has sufficient amount of leave accrued
Section D	Co-Worker	4 hours	Sick Leave or Vacation provided employee has sufficient amount of leave accrued

Section 4. TIME OFF TO VOTE. Each employee working for the City on any election day shall be allowed such time off, with pay, as is necessary to vote. This section shall not apply to any employee whose hours of employment on the day of the election are such that there are three (3) or more hours between the time of opening and the time of closing of the polls during which the employee is not employed on the job.

Section 5. COURT LEAVE.

A. Employees called for jury duty during working hours shall be granted leave. Employees shall receive their regular pay based on the hours they are normally scheduled to work during such time of service, provided that they pay to the City any jury duty fees, excluding mileage and parking reimbursement, which they receive. Mileage compensation, as well as jury duty or witness fees earned during holidays or vacation, shall be retained by the employee. An employee who reports to the court for jury duty but is excused for the day shall report to his/her job assignment within a reasonable time.

B. Employees who are subpoenaed to appear in court shall receive time off with pay upon turning over to the Employer any fees they receive for appearing. This provision shall not apply in any instance where the employee is a party in any fashion to the court action in question unless the employee's involvement arises out of performance by the employee of his/her regular duties and responsibilities for the City.

Section 6. MILITARY LEAVE. Any permanent employee who presents official orders requiring his attendance for a period of training or active duty as a member of the United States Armed Forces shall be entitled to military leave for a period or periods not to exceed a total of fifteen (15) calendar days in any one year. Military leave shall be in addition to, and may not be concurrent with, authorized vacation leave. The City shall pay such employee his full pay, minus the amount of his military base pay for any scheduled work day spent on military leave. Upon his return to work from a military leave, each employee shall provide to the City a copy of his military pay voucher so that the amount of City pay owed to him can be determined.

Section 7. MATERNITY/PATERNITY LEAVE.

A. An employee shall be granted leave for the birth of the employee's child. Maternity leave shall commence at the time of the child's birth or at the time recommended by the mother's physician and such leave shall expire upon the physician's written recommendation or six weeks from the date of birth, whichever first occurs.

B. Paternity leave shall not exceed three (3) weeks and shall commence at the time of the birth of the child, unless otherwise agreed by the employee and the appropriate supervisor.

C. An employee may utilize either sick leave or vacation leave for maternity or paternity leave purposes.

Section 8. ABSENCE WITHOUT LEAVE. Any employee covered by this Agreement who finds it necessary to be absent from duty due to emergency shall report the reasons therefore to his supervisor or department at least one hour before working time on the first day of such absence, and thereafter as reasonably established by the Department Head pursuant to Article 18. If this is not possible, the employee shall report to his supervisor or department at the earliest possible time and shall state the reasons for his failure to report at least one hour before working time. Failure of an employee to so report may be grounds for disciplinary action.

ARTICLE 21. LIGHT DUTY

Section 1. If, as a result of service connected injury or illness, an employee is temporarily disabled and unable to efficiently perform the duties of his position, but is able to efficiently perform the duties of some other position in which a vacancy exists and which position is compatible with the employee's skills and abilities, then the Department Head(s) may refer the employee for placement in such vacant position for a period not to exceed six (6) months. Upon approval of the Department Head, Director, and the Mayor, the employee may be so employed. Such assignment shall be called light duty.

Section 2. The salary and benefits of an employee on light duty shall be at least equal to the salary and benefits at which he was employed at the time of his injury or illness.

Section 3. Upon presentation of a doctor's certificate stating that the employee is physically capable of performing all the duties of the position in which he was classified to work at the time of his injury or illness, he shall be returned to full duty at that classification. If the Department Head determines that the work of the employee upon return to work is not satisfactory, the Department Head may cause the employee to be reexamined to determine his ability to perform.

Section 4. Any employee who refuses to cooperate in the placement program, by failure to accept or continue in the employment offered, shall, as of any such refusal, be disciplined.

ARTICLE 22. MEAL PERIODS AND REST PERIODS

Section 1. MEAL PERIODS. The City agrees to continue providing an unpaid meal period at or near the middle of the work-shift for all employees except emergency services dispatchers and Airport Ops/Maintenance Workers and Airport Ops/Maintenance Specialists assigned to security.

Emergency services dispatchers and Airport Ops/Maintenance Workers and Airport Ops/Maintenance Specialists assigned to security shall be provided a lunch break at or near the middle of the work-shift when conditions reasonably permit. During such time as the employee is eating, he or she will be fully responsible for the performance of his or her assigned duties unless other qualified and assigned dispatchers and Airport Ops/Maintenance Workers and Airport Ops/Maintenance Specialists assigned to security are present and able to perform such duties.

The City will provide an opportunity and materials for washing up prior to eating.

Section 2. REST PERIODS. In all work groups where on the date of execution of this Agreement authorized practices existed with respect to rest periods (coffee breaks, etc.), these practices shall continue for the duration of this Agreement. In addition to any regularly scheduled breaks, employees shall be entitled to reasonable and necessary time for the purpose of going to restroom facilities.

ARTICLE 23. HOLIDAYS

Section 1. DESIGNATION. The following days are hereby declared holidays for all employees:

A. The first day of January (New Year's Day)

B. The third Monday in January (Martin Luther King, Jr. Day)

C. The third Monday in February (Presidents Day)

D. The last Monday in May (Memorial Day)

E. The fourth day of July (Independence Day)

F. The first Monday of September (Labor Day)

G. The second Monday in October (Columbus Day)

H. The fourth Thursday in November (Thanksgiving Day)

I. The day after Thanksgiving

J. The twenty-fifth day of December (Christmas Day)

K. Two personal days (to be used any time with Departmental approval). In the Police Department Communication Center, the employee will be allowed two (2) shifts.

Section 2. SATURDAY AND SUNDAY OBSERVATION. When any holiday listed above falls on Saturday, the preceding Friday shall be observed as the holiday; when the holiday falls on Sunday, the following Monday shall be observed as the holiday.

For those employees scheduled to work on a Saturday or Sunday holiday, that day shall be considered the holiday. For those employees scheduled not to work on a Sunday or Monday holiday, the preceding Saturday shall be considered the holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Council President upon approval of the City Council.

Section 3. WORK ON A HOLIDAY. The Mayor, Department Head, or immediate supervisor may require any employee to work on a holiday. Eligible employees who are required to work on the actual day of the holiday listed in Section 1 (A – J) of this Article shall be paid two times their regular rate of pay for each hour or fraction thereof of work performed on such day, in addition to their

regular monthly compensation. If the date that the employee works is a holiday for that employee, under Section 2 of this Article, then the employee shall be paid one and one-half times the regular rate of pay for the hours actually worked in addition to their regular monthly compensation.

Section 4. JUNETEENTH DAY. Subject to and conditioned upon similar amendments being made and becoming effective with respect to Section 6-6-1, P.M.C., and the City's collective bargaining agreements with the International Association of Fire Fighters Local No. 3 and International Brotherhood of Police Officers Local 537, Juneteenth Day (June 19th) shall be recognized as a declared holiday in addition to those designated in Section 1 of this Article.

ARTICLE 24. VACATION

Section 1. ENTITLEMENT.

Every employee shall be allowed vacation leave with pay at the rate set forth in the following schedule:

SERVICE REQUIRED	ANNUAL ACCRUAL	ACCRUAL RATE
0 -- 6 Months	0 Shifts	0 hours for each full month service *
7 months -- 60 months	12 Shifts (8 Hours)	8 hours for each full month service
61 months -- 120 months	15 Shifts (8 Hours)	10 hours for each full month service
121 months -- 180 months	18 Shifts (8 Hours)	12 hours for each full month service
181 months -- 240 months	21 Shifts (8 Hours)	14 hours for each full month service
241 months or more	24 Shifts (8 hours)	16 hours for each full month service

* Notwithstanding the above language, every employee other than an employee in the Emergency Services Dispatcher classification shall be credited with 40 hours vacation upon successful completion of the initial probationary period. An employee in the Emergency Services Dispatcher classification shall be credited with 40 hours vacation upon successful completion of the initial six months of service.

Section 2. HOW TAKEN. Vacation credit may be accumulated to a maximum of twice the amount accrued annually by the particular employee at any one time, and such leave may be granted in minimum and maximum periods as provided by the Department Head concerned; provided vacation leave will not be granted in excess of vacation credit earned prior to the starting day of leave.

Section 3. VACATION RECORDS. Each Department Head shall keep the necessary records of vacation leave allowance. Vacation schedules shall be worked out between the Department Head and the employees of his department. The employee in the classification with the longest consecutive length of service, as defined in Rule 37 of the Civil Service Rules, with the City shall be given first choice, the next senior employee second choice, and the like for succeeding conflicts, if any. For the purpose of vacations in the Police Department Communication Center for members of the Bargaining Unit, there shall be created three (3) vacation rosters, by shift, and for the purpose of compiling a seniority list, the Senior Dispatcher Classification and the Dispatcher Classification shall be combined and the employees on the shift will choose their vacations on the basis of seniority on the combined seniority list by shift. The Department Head shall have the right to determine how many employees in a classification may be off on vacation at any one time.

For the purpose of scheduling vacations in the Streets Division, the following shall apply:

1. Vacations shall be scheduled for each area crew. For each area crew, there shall be two (2) vacation rosters, each of which shall have combined classifications.

2. The first vacation roster on each crew shall contain the classification of Crew Leader, Street Inspector, and Equipment Operator IV and Equipment Operator II. Within those classifications, the employee with the longest consecutive service within the Department shall be given first choice to schedule vacation, the next senior employee second choice and, the like for succeeding employees.

3. The second vacation roster for each crew shall contain the combined classifications of Sweeper Operator, Equipment Operator I, and Laborer. Within those classifications, the employee with the longest consecutive service within the department shall be given first choice to schedule vacation, the next senior employee second choice, and the like for succeeding employees.

4. Six (6) employees on each crew shall be allowed vacation at the same time, three from the first vacation roster and three from the second vacation roster on each crew.

Section 4. PAY IN LIEU OF VACATION. If, in the discretion of the Mayor, an emergency exists, an employee may be granted the equivalent in money of vacation leave to which such employee is entitled for that year; but it is the policy of the council that each employee shall be granted a full amount of vacation leave each year.

Any employee who has reached the age of fifty (50) years and has a minimum of fifteen (15) years of service with the City, or any employee regardless of age who has a minimum of twenty (20) years of service with the City, may sell eighty (80) hours of vacation and two (2) personal days one time per year for no more than three years.

Section 5. CREDIT FOR HOLIDAY WORKED. In lieu of other holiday benefits, Emergency Services Dispatchers, and Code Enforcement Officers shall be credited with one additional working shift of vacation for each holiday set forth in Article 23, except for personal holiday(s), at the end of each completed year of service. Said employees shall not receive an additional vacation day for personal holiday(s).

ARTICLE 25. HEALTH, HOSPITALIZATION AND DENTAL INSURANCE

Section 1. HEALTH, ACCIDENT, HOSPITALIZATION AND MAJOR MEDICAL INSURANCE. Health insurance shall be as provided or otherwise determined pursuant to the August 26, 2019 Self-Funded Health Benefit Plan Amendment to the Labor Agreement, a copy of which is attached hereto and labelled Appendix E; provided, however, subsection 1.b. shall be amended to read as follows:

> Premiums and Contributions. Premiums shall be determined by City based upon the recommendation of City's insurance broker consultant, the plan design chosen pursuant to above Subsection 1.a., and the funding level acceptable to City. Employees who are eligible and select an offered plan shall pay the cost of any applicable premium by payroll deduction subject to the contributions herein provided. The City shall pay 95% of the actual premium for an individual policy per month but not to exceed $899.62. The City shall pay 78% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees but not to exceed $1,563.15 with respect to a single plus spouse plan or $1,423.31 with respect to a single plus child or children plan or $1,828.11 with respect to a single plus family plan ("Contribution Cap"). The Contribution Cap applicable to each coverage tier, i.e. individual, single plus spouse, single plus child or children or family coverage tier, shall be increased by fifty percent (50%) of any increase between the HMO Tier 1 premium for such coverage tier in the current year and the recommended HMO Tier 1 premium for such coverage tier in the subsequent year. If the employee elects coverage under a PPO option, if offered, the City's contribution to payment for such PPO shall be in the same dollar amount as if the employee had elected coverage under the HMO Tier 1 option for the same coverage tier. If an employee elects coverage under a high deductible health plan with Health Savings Account ("High Deductible

HSA"), if offered, the City's monthly contribution for the High Deductible HSA shall be One Hundred Dollars ($100.00) per month less than monthly contribution required for the City's HMO Tier 1 plan, at the same coverage tier, and the City will contribute Sixty Six Dollars and 67 Cents ($66.67) per month to each employee's health savings account under such High Deductible HSA.

Section 2. DENTAL POLICY. The City shall pay $24.66 monthly toward the full cost of an individual employee policy or family policy for employees.

ARTICLE 26. RESERVED

ARTICLE 27. NEW CLASSES

Section 1. NEW CLASSES. In the event of the creation of a new class during the term of this Agreement, the parties shall meet and confer in good faith respecting such class within twenty (20) days from the creation thereof. The parties may, if they mutually agree, amend this Agreement by memorandum of understanding to make special provisions for such new class.

Section 2. PROVIDING DATA. Both parties agree they are mutually obligated to provide all reasonable required data in their possession to the other party in respect of the discussions referred to in Section 1 hereof.

Section 3. MEETINGS. The parties agree to schedule joint meetings between representatives of the Union and representatives of City management as follows:

a) meetings under this section shall be held not more than once each quarter;

b) Union presence at such meetings shall be limited to the Union president or designee and not more than four (4) additional Union representatives;

c) requests for such meetings must be initiated by the Union or the City on not less than 30 days' written notice to the other party;

d) such meetings shall not be substitute for the grievance procedure in this agreement;

e) no final agreement or final action shall be done at such meetings.

ARTICLE 28. OTHER CONDITIONS

1. During the term of this Agreement, no existing practice affecting a mandatory subject of bargaining, as defined in Section 8-14 of the Charter of the City of Pueblo, shall be changed, except by mutual written agreement of the parties.

The term "existing practice affecting a mandatory subject of bargaining" does not include any right reserved to the City under Article 3 of this Agreement.

2. In accordance with City Council Resolution No. 7157, smoking by any member of the Bargaining Unit is prohibited in all public buildings which are owned, leased or controlled by the City of Pueblo, except in designated smoking areas, if any, located in restaurants operated under concession or management agreements with the City.

Smoking by any member of the Bargaining Unit is prohibited in or on all City owned or leased vehicles at all times.

3. In each department in which a CIRSA safety committee is established, the safety committee shall include a Bargaining Unit member. The Union reserves the right to designate the member of the Bargaining Unit who will serve on the safety committee.

ARTICLE 29. WAIVER AND NOTICE

Section 1. WAIVER. Failure of either party to enforce, or insist upon, the performance of any term, condition, or provision of this Agreement in any one or more instances shall not be deemed a waiver of such term, condition, or provision. No term, condition or provision of this Agreement shall be deemed waived by either party unless such waiver is reduced to writing and signed by an agent of the party who has actual authority to give such waiver. If such written waiver is given, it shall apply only to the specific case for which the waiver is given and shall not be construed as a general or absolute waiver of the term, condition, or provision which is the subject matter of the waiver.

Section 2. NOTICE REQUIREMENTS. Where any provision of this Agreement requires that any notice or information be given by one party to the other party within a specified time, such requirement will not be met unless such notice is personally served upon the official of the other party designated to receive such notice under the terms of this Agreement or left at such person's regular business office during normal business hours with his administrative support staff within the limits specified in this Agreement. The Union shall provide to the City the names of not less than three (3) authorized representatives. Service of any notice required under the terms of this Agreement upon such an authorized representative shall be effective service upon the Union.

ARTICLE 30. SEVERABILITY

Should any provision of this Agreement be found to be inoperative, void, or invalid by a court of competent jurisdiction, all other provisions of this Agreement shall remain in full force and effect for the duration of this Agreement. However, if any provision of this Agreement should be declared invalid by any court of competent jurisdiction, then the parties to this Agreement shall meet within fifteen (15) days from the date they learn of such declaration and negotiate in good faith for the purpose of agreeing upon a lawful provision which would accomplish the intent of the parties as expressed by the provision declared invalid.

ARTICLE 31. ENTIRE AGREEMENT

AGREEMENT COVERS ALL MATTERS. The Union and the City agree that this Agreement and the July 10, 2012, Memorandum of Understanding, a copy of which is attached hereto and labeled Appendix D, covers all matters affecting wages, rate of pay, hours, grievance procedures, working, and other terms and conditions of employment. These matters are not available for further negotiations during the administration of this Collective Bargaining Agreement, except as specifically provided for herein. During the terms of this Agreement, neither the City nor the Union shall utilize this Article to avoid processing matters set forth in this Agreement through the settlement of disputes provisions.

ARTICLE 32. TERM OF AGREEMENT

This Agreement shall be effective January 1, 2023, and all of its provisions shall remain fully effective through December 31, 2023 and may be extended by the City for two (2) successive one (1) year terms.

The decision to extend the term of this Agreement shall be made by the City Council on or before the 15th day of March 2023, or 2024, whichever the case may be. The extended term shall be upon the same terms and conditions, except that wages during each extended term shall be as provided or otherwise determined pursuant to Section 15.1 of the Agreement and health insurance during each extended term shall be as provided or otherwise determined pursuant to Section 25.1 of the Agreement. If the City Council shall fail to extend the term of the Agreement as stated above, then either party may commence negotiations for a successor agreement by serving notice pursuant to the City Charter on or before April 1, 2023, or April 1, 2024, as the case may be.

ARTICLE 33. WELLNESS PROGRAM

The City will maintain a wellness program which may be made City-wide at the option of the City. The plan will be managed by the City and subject to amendment by the City with input from the representative designated by the Union.

IN WITNESS WHEREOF, the parties hereto have set their hands this _____ day of _____, 2022.

PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES

_____
President

CITY OF PUEBLO

_____
Mayor

_____
Secretary

ATTEST:

_____
City Clerk

APPROVED:

_____
City Attorney

APPENDIX A

CITY OF PUEBLO

P.A.G.E.

BARGAINING UNIT

The Bargaining Unit shall consist of all non-supervisory employees in the classified service of the City of Pueblo, except Fire Fighters, Police Officers and Stage Hands. Specifically **excluded** are the following Class B, mid-management positions:

Accountant II
Accounting Manager
Administrative Assistant
Airport Operations/Maintenance Supervisor
Assistant Accounting Manager
Assistant Director/Human Resources
Assistant Director/Information Technology
Assistant Director/Parks and Recreation
Assistant WWTP Superintendent
Budget Analyst
Civil Engineer/Construction
Civil Engineer/Drainage
Civil Engineer/Public Works
Civil Service Administrator
Code Enforcement Manager
Communications Supervisor
Court Administrator
Crime Analyst
Deputy City Clerk
Dispatch Manager
Engineering Manager
Facilities Maintenance Superintendent
Fleet Superintendent
Grant & Resources Development Administrator
HR Analyst I
HR Analyst II
Ice Arena Manager
Landscape Architect
Legal Assistant
MPO Manager
MS4 Permit Coordinator
Parks Manager

Parks Supervisor
Police Records Manager
Pretreatment Manager
Principal Planner
Purchasing Contracts Administrator
Recreation Supervisor
Regulatory Compliance Specialist
Senior Business Systems Analyst
Senior GIS Administrator
Senior Network Administrator
Senior Security Administrator
Senior Systems Administrator
Shops Supervisor
Stormwater Coordinator
Stormwater Utility Maintenance Supervisor
Street Maintenance Supervisor
Tax Audit Manager
Traffic Control Supervisor
Traffic Engineer
Wastewater Collections Supervisor
Wastewater Engineering Supervisor
Wastewater Treatment Plant Lab Supervisor
Wastewater Treatment Plant Superintendent

APPENDIX B

CLOSED CLASSES

Accounting Technician II
Accounting Technician III
Accounting Technician IV
Administrative Technician
Airport Operations/Maintenance Specialist
Area Crew Leader
Associate Engineer I
Associate Engineer II
Associate Engineer II – Stormwater Utility
Associate Engineer II – Wastewater
Associate Field Engineer
Auto Mechanic
Aviation Operations Technician
Business Systems Analyst
Civil Service Technician
Code Enforcement Officer
Court Technician
Emergency Services Dispatch Supervisor
Equipment Operator I
Equipment Operator II
Equipment Operator IV
Fire Support Technician
Florist
Gardener
HR Records Technician
Investigations Technician
Inspector – Stormwater Utility
Lab Analyst II
Lab Analyst III
Land Use Records Technician
Land Use Technician
Law Department Technician
Lead Code Enforcement Officer
Lead Court Technician
Legal Support Assistant
Loan Coordinator II
Municipal Records & Technical Coordinator
Parks Area Crew Leader
Park Caretaker I
Park Caretaker II - Irrigation
Park Caretaker II - Playground
Park Maintenance Mechanic
Parks & Recreation Technician

Parts Clerk
Pavement Management Technician
Police Investigations Technician
Police Payroll Technician
Police Records Technician
Police Services Technician
Purchasing Contracts/Coordinator
Radio Technician II
Senior Airport Operations/Maintenance Specialist
Senior Facilities Maintenance Technician
Senior Office Assistant
Senior PC Network Technician
Senior Wastewater Treatment Plant Maintenance Mechanic
Street Inspector
Streets Maintenance Mechanic
Stormwater Crew Leader
Surveyor
Sweeper Operator
Tax Auditor II
Traffic Control Utility Worker II
Traffic Control Utility Worker III
Traffic Signs and Marking Specialist
Utility Worker III
Wastewater Electrical Specialist
Wastewater Inspector
Wastewater Operator A
Wastewater Operator B
Wastewater Treatment Plant Instrument & Controls Specialist
Wastewater Treatment Plant Maintenance Mechanic
Wastewater Utility Worker I
Wastewater Utility Worker II
Wastewater Utility Worker III
Wastewater Utility Worker IV
Water Reclamation Worker I
Water Reclamation Worker II

APPENDIX C

CLASSES WHICH ARE OPEN OR CLOSED
UPON DETERMINATION OF MAYOR

Accountant I
Accounting Technician I
Airport Operations/Maintenance Worker
Airport Operations/Maintenance Specialist
Aviation Operations Technician
Building Custodian
Carpenter
Civil Service Analyst
Code Enforcement Officer
Community Development Specialist
Community Service Coordinator
Community Service Officer
Community Service Specialist
Construction Inspector
Court Marshall
Crime Data Technician
Dispatch Training Coordinator
Electrician
Emergency Services Dispatcher
GIS Coordinator
GIS Specialist I
Housing and Community Development Coordinator II
Lab Analyst
Laboratory Pretreatment Specialist
Licensing Coordinator
Media Systems Administrator
Messenger
Network Administrator
Office Assistant
Painter
Park Ranger
Parking Enforcer
Parks Senior Mechanic/Welder
Payroll Coordinator
PC Network Technician
Permit Compliance Specialist – SW
Permit Compliance Specialist – WW
Planner
Plumber
Pretreatment Specialist
Probation Case Manager
Program Coordinator/Aquatics

Program Coordinator/Forestry
Program Coordinator/Horticulture
Program Coordinator/Housing
Program Coordinator/Ice Arena
Program Coordinator/Marketing
Program Coordinator/Park Rangers
Public Works Asset Coordinator
Public Works Projects Coordinator
Purchasing Specialist
Radio Technician
Senior Planner
Senior Traffic Signal Technician
Senior Traffic Signal Technician Trainee
Social Media Specialist
Solid Waste Coordinator
Survey Party Chief
Survey Party Chief-LS
System Administrator
Tax Compliance Technician
Tax Auditor
Traffic Engineering Analyst
Traffic Signal Technician
Transportation Planning Technician
Utility Worker
Wastewater SCADA Coordinator
Wastewater Data Technician
Wastewater Data Technician II
Wastewater Maintenance Coordinator
Water Reclamation Worker
WW Utility Worker

APPENDIX D

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING is entered into this 27th day of June, 2012 by and between the Pueblo Association of Government Employees ("Union") and Pueblo, a Municipal Corporation ("City").

WHEREAS, Union is desirous of implementing a ten (10) hour a day work day within certain divisions of the Wastewater Department.

WHEREAS, the City is agreeable to implementing a ten (10) hour work day on a trial basis and subject to certain limitations and conditions.

NOW, THEREFORE, in consideration of the foregoing, the Union and City stipulate; acknowledge and agree as follows:

1. A work schedule shall be implemented wherein: (a) the regular hours of work each day shall be ten (10) hours exclusive of lunch periods, within a twenty-four (24) hour period; and (b) the work week shall consist of four (4) ten-hour days for a total of forty (40) hours (herein the "4 x 10 Schedule").

2. With respect to employees assigned to the 4 x 10 Schedule, the terms and conditions of employment and related provisions of the labor agreement between the Union and City shall be amended as follows:

(a) Article 13, Section 3:

UNAUTHORIZED ABSENCES FOR MORE THAN FOUR (4) DAYS. Any unauthorized absence of more than four (4) consecutive working days shall be deemed to be and shall constitute a resignation from employment by the employee

(b) Article 18, Sections 1 and 2:

Section 1. WORKDAY. The regular hours of work each day shall be ten (10) hours exclusive of lunch periods within a twenty-four (24) hour period.

Section 2. WORK WEEK. The work week shall consist of four ten-hour days for a total of Forty (40) hours.

(c) Article 19, Section 3:

Section 3. DAILY. All work performed in excess of ten (10) hours in any work day shall be compensated at the overtime rate.

(d) Article 20:

Section 1. SICK LEAVE.

A. PAID SICK LEAVE BENEFITS. Paid sick leave to the extent the same is accrued and unused shall be granted to permanent, full-time employees and probationary employees in case of actual illness or disability occurring without negligence of the employee; or for a maximum of twenty-four (24) hours in each calendar year for an illness of the employee's spouse or child, parent, or a member of the employee's immediate household, subject to verification thereof. A medical certificate subscribed by the employee's physician on forms supplied by the City shall be required for any absence for which paid sick leave is claimed by the employee exceeding three (3) consecutive working days; provided, further, the City Manager, in any case of suspected abuse of sick leave privileges, may require such medical certificate for any absence for which paid sick leave is claimed by the employee. Requests for sick leave for an employee's last scheduled work shift before a vacation or scheduled time-off, or for his first scheduled work shift after a vacation or scheduled time-off, may be indicative of such abuse. Use or attempted use of paid sick leave benefits for any reason other than actual illness or disability shall be deemed an activity unbecoming an employee of the City. Disability caused by injury while on duty and maternity leave shall be compensated as hereinafter set forth.

B. SICK LEAVE; ACCRUAL.

1. Each permanent full-time employee hired before 01/01/96 shall accrue paid sick leave at the rate of twelve (12) hours for each calendar month of completed full-time duty to a maximum accrual of one thousand six hundred (1,600) hours. An employee hired on or after January 1, 1996, shall accrue paid sick leave at the rate of eight (8) hours for each calendar month of completed full-time duty to a maximum accrual of one thousand six hundred (1,600) hours.

2. Probationary employees shall accrue paid sick leave benefits during their probationary period.

3. Temporary and temporary part—time employees shall not accrue paid sick leave benefits.

C. SICK LEAVE; BENEFITS UPON SEPARATION.

1. Upon separation for any reason other than death, discharge, retirement, or resignation with more than 20 years continuous service, an employee hired prior to January 1, 1996, whose sick leave accumulation exceeds six hundred (600) hours shall be paid at his regular rate of pay for the amount of sick leave accumulated over six hundred (600) hours, but not to exceed six hundred (600) hours.

2. Effective January 1, 2004, upon separation due to retirement, death, or resignation with 20 or more years continuous service, an employee hired prior to January 1, 1996 whose sick leave accumulation exceeds one hundred twenty (120) hours shall be paid at his regular rate of pay for the amount of sick leave accumulated over one hundred twenty (120) hours, but not to exceed nine hundred and sixty (960) hours. For the purpose of this section, an employee separating due to lay-off, after twenty or more years of service, may elect to be paid off as if they are retiring or elect to leave their sick leave accrual with the city in anticipation of rehire.

3. In the event of death, such sum shall be paid to the beneficiary designated by the employee and, if no beneficiary is designated, to the surviving spouse and, in the event there is no surviving spouse, such sum shall be paid to the estate of such employee.

4. Separation benefits shall be paid immediately upon the effective date of separation.

5. Employees hired on or after January 1, 1996, shall not be reimbursed for unused sick leave upon separation. These employees will have the option to receive compensation for eighty (80) hours of sick leave each year at one-half (1/2) pay. However, before an employee may exercise this option, he must have a minimum of one hundred and ninety-two (192) hours of unused accrued sick leave to his credit, and his accrual may not be reduced to less than one hundred and ninety-two (192) hours by the exercise of this option.

6. Employees hired prior to January 1, 1996, shall have the option of electing the new plan, however, they must waive all benefits under Sections 20(c)(1), 20(c)(2), 20(c)(3), and 20(c)(7) of this Article. Once this election is made, the employee may not return to the old plan. This election to enter the new plan must be made prior to January 1, 1996. Employees who opt into the new plan shall accrue sick leave at eight (8) hours for each month of completed full-time service with the City.

7. Employees hired prior to January 1, 1996, who have not elected the new plan, and who have at least 15 years of service and nine hundred and sixty (960) hours of accrued, unused sick leave to their credit, may annually sell back up to eighty (80) hours of sick leave for 1/2 pay. The number of sick leave hours sold back to the City shall be deducted from the employee's accrual, but his accrual will be increased by future sick leave accrued but unused, to the maximum of one thousand six hundred (1,600) hours. The amount of hours available for buy-back under Sections 20(c)(1) and 20(c)(2) shall be permanently reduced by one-half of the hours sold back to the City.

(e) Article 23, Section 1, Subsection K:

K. Sixteen hours of personal leave. Personnel leave shall not be accumulated and may be only taken if there is sufficient personal leave time and/or vacation time to cover a complete work day.

(f) Article 24, Section 1:

Section 1. ENTITLEMENT.

Every employee shall be allowed vacation leave with pay at the rate set forth in the following schedule:

SERVICE REQUIRED	ANNUAL ACCRUAL	ACCRUAL RATE
0 - 6 Months	0 hours	0 hours for each full month service*
7 months - 60 months	ninety-six (96) hours	8 hours for each full month service
61 months - 20 months	one hundred and twenty (120) hours	10 hours for each full month service
21 months - 180 months	one hundred and forty-four (144) hours	12 hours for each full month service
181 months or more	one hundred and sixty-eight (168) hours	14 hours for each full month service

*Notwithstanding the above language every employee shall be credited with forty (40) hours vacation upon successful completion of the initial probationary period.

(g) Article 24, Section 4:

Section 4. PAY IN LIEU OF VACATION.

If in the discretion of the City Manager an emergency exists an employee may be granted the equivalent in money of vacation leave to which such employee is entitled for that year but it is the policy of the council that each employee shall be granted a full amount of vacation leave each year.

Any employee who has reached the age of fifty 50 years and has a minimum of fifteen 15 years of service with the City or any employee regardless of age who has a minimum of twenty 20 years of service with the City may sell eighty (80)

hours of vacation and sixteen (16) hours personal leave one time per year for no more than three years.

3. Employees in the Operations, Lab and Maintenance Division of the Wastewater Department may be authorized to work the 4 x 10 Schedule upon approval by the Director of the Wastewater Department; provided, however, such authorization may be withdrawn upon seven days notice to the employee, and at which time, the employee shall return to the eight-hour shift under the labor agreement between Union and City. It is further understood and agreed that an employee in the Operations Division may be transferred from a 4x10 Schedule to an eight hour shift(s) and back to a 4x10 Schedule for the purpose of covering scheduled vacation or other scheduled leave ("Vacation Transfer Assignments") without complying with the foregoing seven (7) day notice requirement. The decision to authorize or withdraw authorization to work the 4 x 10 Schedule and the authority to require Vacation Transfer Assignments shall not be subject to the grievance and arbitration procedures set forth in the labor agreement between Union and City.

4. Interpretation of any conflicting provision of the labor agreement between the parties, shift assignments with respect to implementing the 4x10 Schedule in the Operations Division shall be as set forth in the schedule attached hereto and labeled Exhibit A.

5. Any employee who works a holiday as defined in Section 23.1 of the parties labor agreement shall work a ten hour work day for the holiday, shall receive holiday pay, but shall not receive any overtime pay for the work performed during the ten hour work day for the holiday.

6. This Memorandum of Understanding is temporary and subject to termination by the City at any time, in its sole discretion, with or without cause. Notice of such termination shall be mailed to Union in the manner provided in the parties' labor agreement and at least 10 days prior to the effective date of termination. The decision to terminate this Memorandum of Understanding shall not be subject to the grievance and arbitration procedures set forth in the labor agreement between Union and City.

7. This Memorandum of Understanding shall have no precedental value with respect to the terms and conditions of employment shall not be relied upon as identifying or establishing any past practice between the parties and shall not be construed in any manner as limiting or affecting the management rights of City.

8. For purposes of implementation, the City shall have up to two weeks to commence the 4 x 10 Schedule after execution of this Memorandum of Understanding.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION
By _____
City Manager

PUEBLO ASSOCIATION OF
GOVERNMENT EMPLOYEES
By _____
President

Operations work schedule
Exhibit A
4x10s

Day	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F	S	S	M	T	W	T	F
Date	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17	18	19	20	21	22	23	24	25	26	27	28	29	30	31
Jesik See note #2	1	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	1	2	2
Goodman	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1
Autobee	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0
Sleet	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0
Sigler See note #1	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1
Zimmermann	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0	2	2	2	2	0	0	0
Arellano	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0
McGowan See note #2	1	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	2	2	2	0	0	1	1	1	2	2
Krueger	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1	0	0	1	1	1	1	1
Keeney	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1	0	0	0	1	1	1	1

Note # 1 Thursday, Friday, Monday – 7:30am 4pm Saturday, Sunday – 8:30am 4:30pm
Note #2 Monday, Tuesday, Wednesday – 8:30am 5pm or 7:30am 4pm, Thursday, Friday 4:30pm 12:30am 10 hour day shift 6:30am 5pm afternoon 10 4:30pm 2:30am

SCHEDULE SUBJECT TO CHANGE PURSUANT TO MOU

ADDENDUM NO. 1

This Addendum No. 1 is entered into this 26th day of August, 2014 by and between Pueblo, a Municipal Corporation ("City"), and the Pueblo Association of Government Employees ("Union").

WHEREAS, City and Union executed the Memorandum of Understanding attached as Appendix D to the parties' labor agreement ("MOU").

WHEREAS, City and Union wish to amend the MOU in the manner and solely upon the conditions herein set forth.

NOW, THEREFORE, in consideration of the foregoing, the City and Union agree as follows:

1. Paragraph five (5) of the MOU is amended to read as follows:

> Any employee who works a holiday as defined in Section 23.1 of the parties labor agreement shall work a ten hour day for the holiday, shall receive holiday pay, but shall not receive any overtime pay for the work performed during the ten hour work day for the holiday. Holiday pay shall be received on an eight (8) hour shift basis; provided, however, an employee may request to work an additional two hours during the work week in which the holiday occurs in lieu of using two hours of paid leave time. Any such requests must be filed and approved prior to the work week in which the holiday occurs. The decision to grant or deny such a request shall not be subject to the grievance and arbitration procedures set forth in the parties' labor agreement other than upon the basis that the decision was arbitrary, capricious and not based upon any business purpose. Irrespective of any provision of the labor agreement to the contrary, no overtime pay shall be received for any such two hours worked.

2. The MOU as amended by this Addendum No. 1 shall remain in full force and effect.

Executed in Pueblo, Colorado as of the date first above written.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By _____
City Manager

PUEBLO ASSOCIATION OF
GOVERNMENT EMPLOYEES

By _____
President

APPENDIX E

AMENDMENT TO THE COLLECTIVE BARGAINING AGREEMENT

This amendment to the collective bargaining agreement ("Amendment") is executed this 26th day of August, 2019, by and between Pueblo, a municipal corporation ("City"), and Pueblo Association of Government Employees ("Union") (collectively the "Parties").

WHEREAS, City and Union are parties to a collective bargaining agreement commencing January 1, 2019 and ending December 31, 2019 ("Labor Agreement").

WHEREAS, the Parties are interested in transitioning from a fully-insured to a self-funded health insurance plan ("Self-Funded Health Benefit Plan").

WHEREAS, in order to proceed with such transition, City desires and Union is willing to agree to certain terms and conditions which will be applicable to such Self-Funded Health Benefit Plan.

NOW THEREFOR, in consideration of the foregoing and the mutual covenants herein contained, the Parties stipulate, acknowledge and agree as follows:

1. If the City elects after consultation with the Union to transition to a Self-Funded Health Benefit Plan to be available in calendar year 2020 and thereafter, the following terms and conditions shall govern such plan, shall bind the Parties and shall supersede any conflicting or inconsistent provision of the Labor Agreement:

a. Plan Design. If a Self-Funded Health Benefit Plan is provided to covered employees of Amalgamated Transit Union Division No. 662 ("Transit"), the City, Transit, International Association of Fire Fighters Local No.3, International Brotherhood of Police Officers Local 537 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of five (5) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits.

Alternatively, if a Self-Funded Health Benefit Plan is not provided to covered employees of Transit, the City, International Association of Fire Fighters Local No. 3, International Brotherhood of Police Officers Local 537 and Union shall meet as a committee and confer with respect to determining the health plan design and benefits to be provided under such plan. Each party shall have one vote for a total of four (4) votes with respect to selecting such health plan design. The majority vote of the committee shall determine the plan and benefits; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the

current premiums, the Mayor shall determine and select such plan and benefits.

b. Premiums and Contributions. Premiums shall be determined by City based upon the recommendation of City's insurance broker consultant, the plan design chosen pursuant to above Subsection 1.a., and the funding level acceptable to City. Employees who are eligible and select an offered plan shall pay the cost of any applicable premium by payroll deduction subject to the contributions herein provided. The City shall pay 95% of the actual premium for an individual policy per month but not to exceed $824.67. The City shall pay 78% of the actual cost of a premium toward the cost of a single plus spouse, single plus child or children or family policy per month for employees but not to exceed $1,433.75 with respect to a single plus spouse plan or $1,303.40 with respect to a single plus child or children plan or $1,680.72 with respect to a single plus family plan ("Contribution Cap"). The Contribution Cap applicable to each coverage tier, i.e. individual, single plus spouse, single plus child or children or family coverage tier, shall be increased by fifty percent (50%) of any increase between the HMO Tier 1 premium for such coverage tier in the current year and the recommended HMO Tier 1 premium for such coverage tier in the subsequent year. If the employee elects coverage under a PPO option, if offered, the City's contribution to payment for such PPO shall be in the same dollar amount as if the employee had elected coverage under the HMO Tier 1 option for the same coverage tier. If an employee elects coverage under a high deductible health plan with Health Savings Account ("High Deductible HSA"), if offered, the City's monthly contribution for the High Deductible HSA shall be One Hundred Dollars ($100.00) per month less than monthly contribution required for the City's HMO Tier 1 plan, at the same coverage tier, and the City will contribute Sixty Six Dollars and 67 Cents ($66.67) per month to each employee's health savings account under such High Deductible HSA.

c. Self-Funded Contracts and Documents. All contracts, programs and documents necessary to transition to and administer the Self-Funded Health Benefit Plan shall be determined and selected by City including but not limited to all costs and expenses of administrations, any third-party administration, if selected, stop loss policy, if selected, HIPAA privacy and security policies, and plan administration policies and procedures.

d. Plan assets. All assets of the Self-Funded Health Benefit Plan, including but not limited to premiums, reserves and reimbursements, shall be the property of the City to be used solely for providing benefits for enrolled employees and assuring funding of the Self-Funded Health Benefit Plan at a risk level acceptable to City.

2. For calendar year 2020, the Union waives any present or future right, contingent or otherwise, that it may have to negotiate any change to the terms and conditions of this Amendment in any successor collective bargaining agreement. The intent and purpose of the foregoing waiver is that the Self-Funded Health Benefit Plan available in calendar year 2020 shall be subject to and governed by the terms and conditions of this Amendment, and this Amendment shall be construed and applied consistent with such intent and purpose. Notwithstanding the foregoing, the City shall not be prohibited or otherwise limited by this Amendment from asserting or otherwise maintaining in any future negotiation of a successor collective bargaining agreement that any term or condition of this Amendment is not a mandatory subject of bargaining.

3. If the City provides a Self-Funded Health Benefit Plan in calendar year 2020 and if the City elects to extend the term of the successor collective bargaining agreement for calendar year 2021 or 2022, the Union may commence negotiations after receipt of notice of such election with respect to the terms and conditions of this Amendment by serving notice pursuant to Section 8-14, City Charter, on or before April 1, 2020 or April 1, 2021, as applicable. If the Union exercises its option to open negotiations with respect to the terms and conditions of this Amendment, no other provision of the collective bargaining agreement shall be opened for negotiations.

4. With respect to any provision relating to determining plan design during any subsequent calendar year negotiation for a successor collective bargaining agreement after 2020, including any reopening as set forth in above Section 3, the parties expressly stipulate and agree that the then current provisions for determining plan design shall govern the method and manner in which the plan design is selected for the following calendar year even though such provisions may be amended in the successor agreement.

5. Should the City elect to discontinue the Self-Funded Health Benefit Plan, the provisions of the Labor Agreement applicable to a fully-insured health benefit plan shall be reinstated; provided, however, any changes in the Contribution Caps shall be maintained.

6. Union expressly stipulates, acknowledges and agrees that City is materially relying upon the faithful performance of each and every provision of this Amendment, and without this Amendment, including each and every provision, the City would not consider proceeding with a transition from a fully funded health insurance plan to a Self-Funded Health Benefit Plan.

7. This Amendment represents the entire agreement between the Parties and supersedes all prior discussions and written agreements or understandings with respect to the subject matter of this Amendment. This Amendment may be amended only by an instrument in writing signed by the Parties. If any provision of this Amendment is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Amendment shall continue in full force and effect. This Amendment may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

8. This Amendment shall be construed in accordance with and governed by the laws of the State of Colorado.

9. This Amendment shall be binding upon and inure to the benefit of the parties and their respective successors and assigns.

10. The persons signing this Amendment on behalf of Union represent and warrant that such parties and Union have the requisite power and authority to enter into, execute, and deliver this Amendment and that this Amendment is a valid and legally binding obligation of Union enforceable against Union in accordance with its terms.

Executed at Pueblo, Colorado, the day and year first above written.

UNION
PUEBLO ASSOCIATION OF
GOVERNMENT EMPLOYEES

By _____
President

By _____
~~Secretary~~ VP.

CITY
Pueblo, a municipal corporation

By _____
Mayor

ATTEST:

_____
City Clerk

City Clerk's Office Item # N-8

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: June 13, 2022

TO: President Heather M. Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar
Marisa Pacheco, Human Resources Director

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING FIVE (5) FULL-TIME POSITIONS TO THE AUTHORIZED STAFFING FOR THE PURPOSE OF SUPPORTING COMMUNITY DEVELOPMENT ACTIVITIES

SUMMARY:

To enhance the City's efficiency and effectiveness in processing new and existing commercial and residential property development projects, the Mayor requests to add the following new positions:

Planning and Community Development:
- 1 Land Use Technician

Public Works:
- 1 Deputy Director of Public Works
- 1 Civil Engineer – Transportation
- 1 Associate Engineer I

Stormwater :
- 1 Civil Engineer – Drainage

Furthermore, the Public Works Department requests to convert a vacant, funded Pavement Management Technician position to an Associate Field Engineer.

All staffing changes listed are directly connected to the objective of enhancing the City's capacity to respond to commercial and residential development projects.

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:

A City objective is to enhance the efficiency with which the various elements of development review connected to commercial and residential development projects is accomplished. The City is experiencing a significant increase in the number of land use and development-related applications from developers and property owners. Many of these applications are complex and inter-related, making the application review process a significant challenge.

Since fall of 2021, there have been a historic number of subdivision applications submitted to the Planning and Community Development Department. In fact, more development requests have been submitted since September of 2021 to current date, than in the previous decade.

Current Subdivision Applications – Received between September 2021- March 2022

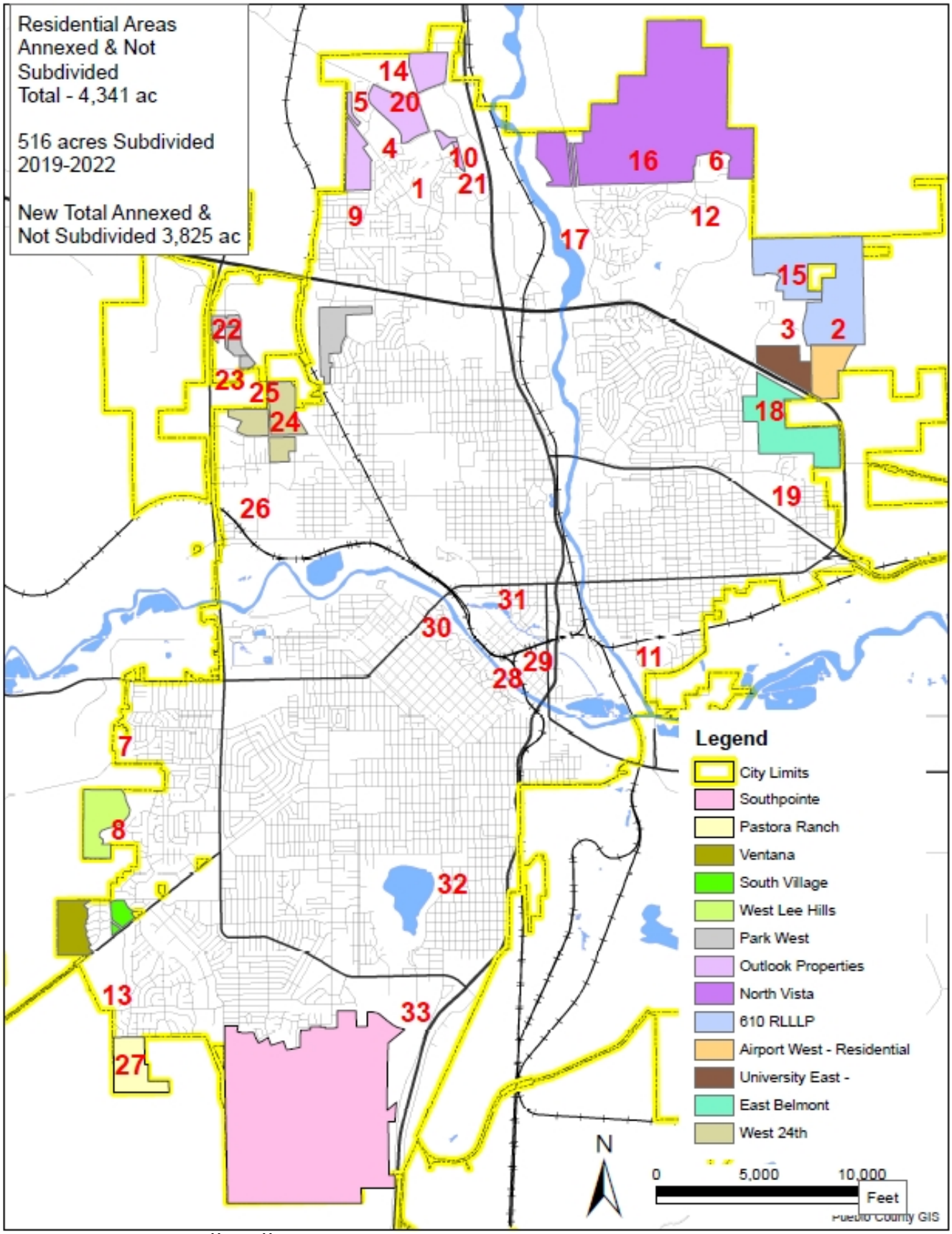
Case Description	Lots	Multi-Family Units
Regency Crest Filing 13	57	
Pueblo Springs Apartments		265
Villa Bella Filing 2	375	
Pikes Peak Park Filing 1	114	220
Rivers Run		50
Cottages at Park West		158
Pastora Ranch Filing 1	90	
Pastora Ranch Filing 2	104	
North Vista Highlands Filing 5	141	
Belmont Place	97	
Total	**978**	**693**

1671

Historic Subdivision Applications - 2003-2020

Year(s)	Lots	Multi-Family Units	Total
2020	5	49	54
2009-2019	250		250 (average 23 per year)
2008	80	150	230
2007	823		823
2006	226		226
2005	272		272
2004	260	15	265
2003	552		552

Active or Potential Development Project Areas as of April 2022 (33 in total)


Residential Areas Annexed & Not Subdivided
Total - 4,341 ac
516 acres Subdivided 2019-2022
New Total Annexed & Not Subdivided 3,825 ac
Legend
City Limits
Southpointe
Pastora Ranch
Ventana
South Village
West Lee Hills
Park West
Outlook Properties
North Vista
610 RLLLP
Airport West - Residential
University East -
East Belmont
West 24th
N
0
5,000
10,000
Feet
Pueblo County GIS

2 Villa Bella – 20 ac - 90 lots
3 Villa Bella – 25 acres - 125 lots
4 Sawyer Ridge– 20 ac - 98 lots
5 Sawyer Ridge, filing 2 – 36 ac - 165 lots
6 North Vista – 194 ac - 320lots, +/- 450 units
7 Regency Crest – 7 ac - 35 lots
8 West Lee Hills – 13 ac - 23 lots
9 Crestview Hills – 14 ac - 70 lots
10 Outlook Ridge Apartments – 8 ac - 120 units
11 River's Run – 12 ac - 60 lots

Subdivision Improvement Agreement Amendment – 124 acres, 490 lots/units

12 Walking Stick Vista – 40 ac - 97 lots – Amend SIA
13 Pueblo del Sol – 24 ac - 93 lots – Amend SIA
14 Northpointe Estates Mobile Home Park – 60 ac, 300 units

Unplatted – Overall Totals – 1,181 acres, 2,985 lots/units

Northeast – 325 acres, 1,175 lots/units

15 Villa Bella 560 ac - 2,620 lots, Current Application 48 ac -375 lots –Subdivision
16 North Vista Highlands – Current Application, filing 5, 141 lots 110 ac
17 Fountain Creek Apartments/Townhomes 39 ac - 411 lots – Subdivision
18 Belmont Place 114 ac – Current Application 116 lots – total 411 lots – Subdivision
19 Oakshire Lane Cottages 14 ac –132 units – Rezone & Subdivision

Northwest, 101 acres, 630 lots/units

20 Andiamo Development 85 ac – 350 lots – Rezone & Subdivision
21 **Apartment Complex – 16 ac – 280 units**

West – 223 acres, 1573 units/lots

22 Cottages at Park West – 25 ac - Current Application 194 units - Rezone & Subdivision
23 Pueblo Springs Apartments – 13 ac - Current Application 265 units - Rezone & Subdivision
24 Pikes Peak Park 90 ac - Current Application 114 lots & 220 units – Rezone & Subdivision
25 Quail Ridge 65 ac 600 lots/units – Rezone & Subdivision, portion Annex
26 Chamberlains/West Side Addition– 30 ac, 180 units/lots – Rezone & Subdivision

Southwest – 498.35 ac, 519 lots/units

27 Pastora Ranch 110 ac – 194 lots - Subdivision

Downtown - 16 acres, 431 +/- units

28 Fuel & Iron Project 2.5 acres, 28 units – Redevelopment in Process
29 Watertower Place 10 acres, +/- 110 units – PUD Amnd Current Application
30 Arkansas Bluffs 2 ac -– 115 units – Rezone & Subdivision
31 City Block 110 ac – .5 ac – 30 units – plus 1.3 ac - 178 units at full build out

South - 18 acres, 230 +/- units

32 Motel Conversion – Lake Avenue – 1 .3 ac – 30 units
33 Pueblo Dog Track Redevelopment – 17 ac – 200 units

Housing Permit Activity

Another strong indicator of development activity is the number of housing permits being issued. According to Pueblo Regional Building, 206 permits were issued in 2021. In 2022, between January and the end of April, 112 permits were already issued with an anticipated total for the year in excess of 300.

Specific Staffing Requests

Supporting the timely and thorough review of development applications requires a well-trained staff with subject matter technical expertise and knowledge of the Pueblo Municipal Code, land use, transportation engineering, drainage engineering standards and regulations, federal permitting requirements as well as City construction standards. Additionally, these staff members must also possess the soft skills required to successfully communicate and collaborate with a broad cross-section of the public.

Given development trends that have taken shape over the past year as well as anticipated funding for future City projects, it is crucial that adequate resources be allocated to meet the City's development support objectives. Adding additional staffing resources and maximizing current capacity is critical to success.

Planning and Community Development – 1 Full-Time Position

Land Use Technician

The Land Use Technician position will significantly help with the daily land use communications with customers, and in accomplishing the variety of administrative support activities associated with moving applications through the required review and public hearing processes. The Land Use Technician will set up case files, organize the application attachments for distribution to other City departments and outside agencies, properly notice property owners, prepare legal notices of hearings and work with the three boards and commissions of the Planning and Community Development Department. Maintaining accurate and up-to-date records of land use applications, and documenting the legal process required for city land use actions is mission critical in supporting development activities.

Adding an additional Land Use Technician will provide for better allocation of time for senior planning staff to work on staff reports and development reviews to expedite development applications.

Public Works – 3 Full-Time Positions, 1 Existing Position Conversion

Deputy Director Public Works (New Classification)

The Deputy Director will provide additional leadership and management capacity within the Public Works Department. This position will manage personnel administration, champion internal process improvement and technical innovation, and support the Director in achieving the City's public infrastructure and capital project programs. The Deputy Director will be required to hold the same credentials as the Director in case of an extended absence or vacancy in the Director position.

Civil Engineer – Transportation (New Classification)

The Civil Engineer-Transportation will provide direct support to the Traffic Engineer, reviewing applications for various land use and development activities; managing standards and specifications related to signals, signs, and striping for City projects; designing and developing scopes of work for City projects; analyzing traffic data and transportation studies; and performing other duties as assigned by the Traffic Engineer. The Civil Engineer-Transportation will be on a career path that leads to licensure as a Professional Engineer which is required within five years of the employee's hire date.

Associate Engineer I

The Associate Engineer I will facilitate the review and approval of land use and development applications for residential and commercial development within the City; draft agreements and exhibits related to subdivisions and property boundary rearrangements; provide input on the development and update of standard details, construction specifications, design criteria, and other City standards; prepare resolutions, ordinances, and background papers for City Council agenda items; and other duties as assigned by the Engineering Manager.

Pavement Management Tech to Associate Field Engineer (Conversion)

The Pavement Management Technician position within Public Works is currently vacant due to a recent retirement. By converting the position to an Associate Field Engineer, the employee in this role would assess pavement conditions across the City, assist in developing scopes of work and estimating quantities for paving projects, and oversee day-to-day construction operations on those projects. Some of the Pavement Management Technician job responsibilities have been transferred to the new Public Works Asset and Project Coordinator positions or they have been contracted out. Public Works still requires the day-to-day project management and oversight capacity previously performed by the Pavement Management Technician, but this is a function also performed by the Associate Field Engineer job classification. Associate Field Engineers have a wide scope of construction oversight training and experience that includes paving projects. This realignment will allow Public Works to support a broader range of project types now and into the future.

Stormwater – 1 Full-Time Position

Civil Engineer – Drainage

The Stormwater Department is finding that the engineering firms that submit drainage documents to for reviews are overwhelmed as well as the City. These firms are submitting incomplete documents. This causes the Stormwater

Department to have to spend extra time documenting mistakes and completing multiple reviews of one project to ensure that drainage criteria is met.

The addition of one more Civil Engineer – Drainage position would make a significant difference in being able to meet the development review deadlines. This extra Drainage Engineer position will be able to design construction documents for Stormwater capital improvement projects. Otherwise, a private engineering firm would have to be paid to design these projects.

FINANCIAL IMPLICATIONS:

All costs associated with this proposal will be paid out of either the General Fund or the Stormwater Enterprise Fund dependent on department assignment.

Assuming the additional development 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 August 2022 for the majority of the new positions. Some of the requested positions may be filled sooner if an existing Civil Service eligibility list is already established with a sufficient number of qualified candidates. The costs below include salary, benefits and necessary recruitment and office equipment costs.

Position	Department	Fund	Annual Cost	5 Months of Costs
Deputy Director of Public Works	Public Works	GF	$ 163,639	$ 69,495
Civil Engineer - Transportation	Public Works	GF	$ 124,800	$ 53,312
Associate Engineer I	Public Works	GF	$ 79,465	$ 34,306
Conversion -Pavement Mngt Tech to Associate Field Engineer	Public Works	GF	$ 1,195	$ 239
Civil Engineer -Drainage	Stormwater	SW Enterprise	$ 124,800	$ 53,312
Land Use Technician	Planning	GF	$ 77,145	$ 33,340
		Totals	**$ 571,044**	**$ 244,005**

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels and continue as is with respect to development activities within the City. As has been outlined, this is not operationally ideal for the departments involved given the surge in development related activities. The suggested changes represent a more efficient way to accomplish this important work for the community.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING FIVE (5) FULL-TIME POSITIONS TO THE AUTHORIZED FOR THE PURPOSE OF SUPPORTING COMMUNITY DEVELOPMENT ACTIVITIES

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for the Public Works, Stormwater and Planning and Community Development Departments in their mission to support development activities within the community; 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 sections captioned “Planning & Community Development” , “Public Works-Engineering “and “Stormwater”, and of Ordinance No. 10085, being the 2022 Staffing Ordinance, are amended as follows:

Planning & Community Development	
Director of Planning & Community Development	1
Assistant Mayor/Community Investment	1
Principal Planner	1
Senior Planner	3
Planner	4
Land Use Technician	[1] **2**
Transportation Planning Technician	1
MPO Manager	1
Administrative Technician	1
Office Assistant	1
Total	[15] **16**

Public Works - Engineering	
Director of Public Works	1
Deputy Director of Public Works	**1**
Engineering Manager	1
Civil Engineer/Construction	1
Civil Engineer/Public Works	1
Civil Engineer – Transportation	**1**
Associate Engineer II	2
Associate Field Engineer	[2] **3**
Associate Engineer I	[2] **3**
[Pavement Management Technician	**1]**
Public Works Asset Coordinator	1
Public Works Projects Coordinator	1
Survey Party Chief-LS	1
Survey Party Chief	1
Senior Planner	1
Construction Inspector	2
Administrative Technician	1
Senior Office Assistant	1
Total	[20] **23**

Stormwater	
Director of Stormwater	1
Stormwater Coordinator	1
Stormwater Utility Maintenance Supervisor	1
MS4 Permit Coordinator	1
Civil Engineer/ Drainage	[1] **2**
Associate Engineer II Stormwater	1
Associate Engineer I Stormwater	2
Permit Compliance Specialist - SW	1
Inspector/Stormwater	1
Stormwater Crew Leader	1
Equipment Operator IV	3
Equipment Operator II	4
Utility Worker/Equipment Operator I	4
Administrative Technician	1
Total	[23] **24**

SECTION 2.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate and 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 Planning and Community Development, Public Works, Stormwater Departments 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

City Clerk's Office Item # N-9

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: June 13, 2022

TO: President Heather M. Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director
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 CIVIL ENGINEER TRANSPORTATION

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 Civil Engineer Transportation.

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:

A City objective is to enhance the efficiency with which the various elements of development review connected to commercial and residential development projects is accomplished. The City is experiencing a significant increase in the number of land use and development-related applications from developers and property owners. Many of these applications are complex and inter-related, making the application review process a significant challenge.

In response, Mayor Gradisar has requested that several new positions be added to City staffing to support development activities. One of those positions is one Civil Engineer Transportation.

The Civil Engineer-Transportation will provide direct support to the Traffic Engineer, reviewing applications for various land use and development activities; managing standards and specifications related to signals, signs, and striping for City projects; designing and developing scopes of work for City projects; analyzing traffic data and transportation studies; and performing other duties as assigned by the Traffic Engineer. The Civil Engineer-Transportation will be on a career path that leads to licensure as a Professional Engineer which is required within five years of the employee's hire date

FINANCIAL IMPLICATIONS:

Salary and benefit costs for the position will be paid out of the General Fund.

Cost Item		Approximate Annual Cost
Salary	$	86,416.44
Retirement	$	12,271
Other Pay for admin/appointed	$	600
Health Insurance	$	21,637
Dental Insurtance	$	296
Life Insurance	$	76
Medicare	$	1,253
Ancillary Costs - recruitment, equipment	$	2,250
Total	$	124,800

Assuming the Civil Engineer Transportation position is 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 August 2022. Therefore, the more realistic cost of the position would be **approximately $53,312 in FY 2022**.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels and continue as is with respect to development activities within the City. As has been outlined, this is not operationally ideal for the departments involved given the surge in development related activities. The suggested changes represent a more efficient way to accomplish this important work for the community.

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 CIVIL ENGINEER TRANSPORTATION

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 Civil Engineer Transportation 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 Civil Engineer Transportation in 2022

CLASS TITLE	*BASE SALARY*	*MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)*					
(B) ADMINISTRATIVE							
Civil Engineer Transportation	6312.15	6505.92	6853.65	7201.37	7549.09	7896.81	8245.39

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 and 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

City Clerk's Office Item # N-10

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: June 13, 2022

TO: President Heather M. Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director
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 DEPUTY DIRECTOR PUBLIC WORKS

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 Deputy Director Public Works.

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:

A City objective is to enhance the efficiency with which the various elements of development review connected to commercial and residential development projects is accomplished. The City is experiencing a significant increase in the number of land use and development-related applications from developers and property owners. Many of these applications are complex and inter-related, making the application review process a significant challenge.

In response, Mayor Gradisar has requested that several new positions be added to City staffing to support development activities. One of those positions is the Deputy Director Public Works.

The Deputy Director Public Works will provide additional leadership and management capacity within the Public Works Department. This position will manage personnel administration, champion internal process improvement and technical innovation, and support the Director in achieving the City's public infrastructure and capital project programs. The Deputy Director will be required to hold the same credentials as the Director in case of an extended absence or vacancy in the Director position.

FINANCIAL IMPLICATIONS:

Salary and benefit costs for the position will be paid out of the General Fund.

Cost Item		Approximate Annual Cost
Salary	$	120,000
Retirement	$	17,040
Other Pay for admin/appointed	$	600
Health Insurance	$	21,637
Dental Insurtance	$	296
Life Insurance	$	76
Medicare	$	1,740
Ancillary Costs - recruitment, equipment	$	2,250
Total	$	163,639

Assuming the Deputy Director Public Works position is 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 August 2022. Therefore, the more realistic cost would be **approximately $69,495 in FY 2022**.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels and continue as is with respect to development activities within the City. As has been outlined, this is not operationally ideal for the departments involved given the surge in development related activities. The suggested changes represent a more efficient way to accomplish this important work for the community.

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 DEPUTY DIRECTOR PUBLIC WORKS

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 Deputy Director Public Works 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 Deputy Director Public Works 2022

CLASS TITLE	*BASE SALARY*	*MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)*					
(B) ADMINISTRATIVE							
Deputy Director Public Works	9545.00	9859.99	10195.22	10541.86	10900.29	11270.90	11696.67

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 and 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: June 13, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Barbara Huber, Fire Chief – Fire Department

SUBJECT: AN ORDINANCE AMENDING SECTION 3-2-2 OF CHAPTER 2, OF TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO THE POWERS AND DUTIES OF THE FIRE CHIEF

SUMMARY:

This ordinance amends existing section 3-2-2 in relation to the power and duty of the Fire Chief.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pursuant to Colo. Const. art. XX, § 6 and § 31-15-201(1)(f), C.R.S., the City has the power to legislate upon, provide or contract for and regulate the furnishing of emergency ambulance services. When such services are contracted for by the City, the Fire Chief should be the designated individual of City to regulate, consistent with the requirements of state and federal law, those procedures necessary to assure the continued health of any person or persons receiving such services. Although this has been previously assumed, it should be expressly provided for and set forth in the Code of Ordinances.

FINANCIAL IMPLICATIONS:

None..

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE AMENDING SECTION 3-2-2 OF CHAPTER 2, OF TITLE III OF THE PUEBLO MUNICIPAL CODE RELATING TO THE POWERS AND DUTIES OF THE FIRE CHIEF

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 3-2-2 of the Pueblo Municipal Code, is amended to read as follows:

Sec. 3-2-2. Fire Chief; powers and duties.

(a) The Chief of the Fire Department or the ranking officer at fires shall have control of persons present at fires, and to that end shall have and exercise all the powers of a captain of police thereat.

(b) He or she may prescribe limits in the vicinity of any fire within which no person may enter, except those who reside therein, members of the Fire Department, policemen and such other persons as may be admitted by the officers of such departments.

(c) He or she shall have power to summon any person present at a fire to aid in extinguishing the fire and removing and protecting property. It shall be unlawful for any person to neglect or refuse to obey such orders. However, no person shall be bound to obey such officer, unless the official character of the officer be known or made known to such person.

(d) He or she shall have power, if in his or her judgment he or she may deem it necessary to order any buildings or structures in close proximity to a fire in progress to be torn down, blown up or otherwise disposed of for the purpose of checking the conflagration, but shall not unnecessarily or recklessly destroy or injure any building or other property.

(e) He or she shall regulate, consistent with the requirements of state and federal law, medical control with respect to any emergency ambulance services contracted for by the City pursuant to §31-15-201(1)(f), C.R.S. For the purposes of this Subsection, "medical control" shall mean all procedures necessary to assure the continued health of any person or persons injured in an accident or the subject of a medical emergency.

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

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: June 13, 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: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 179.38-ACRES OF THE WILDHORSE CROSSING ANNEXATION SITE FROM COUNTY A-1 TO CITY A-1, AGRICULTURAL ONE

SUMMARY:

The property owner, Warren Dean, Manager of Wildhorse Land and Holdings, LLC, is requesting to zone the 179.38-acre Wildhorse Crossing Annexation Site from County A-1 to City A-1, Agricultural One as agreed upon the in the Annexation Agreement, Case No. A-20-03 Wildhorse Annexation.

PREVIOUS COUNCIL ACTION:

City Council approved Ordinance No. 10103 on January 24, 2022.
City Council approved Ordinance No. 10104 on January 24, 2022.

BACKGROUND:

The proposed rezoning is for the entire Wildhorse Crossings, LLC property containing 179.38-acres, which was annexed into the City by Ordinances 10103 and 10104, approved by City Council on January 21, 2022. The applicant, Mr. Dean, is proposing to zone the property A-1, Agricultural One according to the Annexation Agreement, January 31, 2022. Prior to development of uses, that are not allowed within the A-1 Zone District, the property must be rezoned to a land use classification most nearly corresponding to the land use classification identified in the Pueblo Regional Comprehensive Plan, as amended. Wildhorse Crossing is designated as a Special Development Area by the Pueblo Regional Comprehensive Plan, 2002. Special Development areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan further establishes that a Master Plan must be prepared prior to development in Special Development Areas. An Overall Development Plan (ODP), establishing a land use plan that includes provisions for a mixture of commercial, office, business park, and

multifamily residential uses, was approved by the Planning and Zoning Commission on March 9, 2022. The ODP conforms with the Comprehensive Plan designation of Special Development Area. When applications to establish the uses approved in the ODP land use plan are requested, the property must be rezoned prior to development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their May 11, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent a Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property would not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission May 11, 2022 Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 179.38-ACRES OF THE WILDHORSE CROSSING ANNEXATION SITE FROM COUNTY A-1 TO CITY A-1, AGRICULTURAL ONE

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from County A-1 to City A-1, Agricultural One Zone District:

A parcel of land located in section 9 and the SW ¼ of Section 10, Township 20 South, Range 65 West, of the 6th Principal Meridian, 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 being more particularly described as follows:
Basis of Bearings to be the east line of the W ½ of the E ½ of the SW ¼ of Section 10, Township 20 South, Range 65 West of the 6th Principal Meridian to bear N 01 degrees 40 minutes 27 seconds monumented on both ends with ad 3 ¼" diameter aluminum cap stamped with PLS 33200, all bearings contained herein to be relative thereto.
Beginning at the Southeast corner of the of the W ½ of the E ½ of SW ¼ of said Section 10; thence S 89 degrees 10 minutes 16 seconds W, along the south line of the SW ¼ of said Section 10, a distance of 612.25 feet; thence along the north line of the State Highway No. 50 right-of-way and Lot 1, Block 1 of Hwy 50 West CDOT Maintenance Facility No. 1, as presently located, the following nine (9) courses:

1. thence N 55 degrees 35 minutes 35 seconds W, a distance of 166.17 feet;
2. thence N 23 degrees 35 minutes 46 seconds W, a distance of 141.19 feet;
3. thence N 06 degrees 04 minutes 05 seconds W, a distance of 385.19 feet;
4. thence N 74 degrees 30 minutes 12 seconds W, a distance of 441.31 feet;
5. thence S 10 degrees 48 minutes 11 seconds W, a distance of 460.12 feet;
6. thence S 67 degrees 53 minutes 08 seconds W, a distance of 309.71 feet;
7. thence S 77 degrees 32 minutes 17 seconds W, a distance of 312.70 feet;
8. thence S 77 degrees 48 minutes 53 seconds W, a distance of 152.37 feet;
9. thence N 88 degrees 08 minutes 38 seconds W, a distance of 178.88 feet;

thence N 29 degrees 39 minutes 59 seconds W, a distance of 1,269.12 feet; thence N 45 degrees 34 minutes 43 seconds W, a distance of 1,107.74 feet; thence N 74 degrees 06 minutes 44 seconds W, a distance of 738.34 feet; thence N 25 degrees 46 minutes 43 seconds W, a distance of 494.36 feet; thence N 11 degrees 18 minutes 19 seconds W, a distance of 290.71 feet; thence N 02 degrees 50 minutes 55 seconds E, a distance

of 379.17 feet; thence S 31 degrees 39 minutes 05 seconds E, a distance of 26.62 feet; thence along a curve to the left whose radius is 2,864.93 feet and whose center bears N 58 degrees 44 minutes 59 seconds, on the east right-of-way line of Wildhorse Road as presently located; thence S 36 degrees 19 minutes 40 seconds E along said east right-of-way line of Wildhorse Road, a distance of 1,258.29 feet; thence continuing along the said east right-of-way line of Wildhorse Road along a curve to the left whose radius is 1,019.00 feet and whose center bears N 53 degrees 42 minutes 09 seconds, a distance of 255.96 feet; thence N 00 degrees 40 minutes 42 seconds E, a distance of 1,198.59 feet to the north line of said SE ¼ of Section 9; thence N 89 degrees 58 minutes 22 seconds E along the said north line of the SE ¼ of Section 9, a distance of 328.94 feet to the northeast corner of the said SE ¼ of Section 9; thence N 88 degrees 54 minutes 17 seconds E along the north line of the SW ¼ of said Section 10, a distance of 1,331.50 feet to the northwest corner of the W ½ of the E ½ of the SW ¼ of said Section 10; thence N 88 degrees 57 minutes 11 seconds E along the north line of the said W ½ of the E ½ of the SW ¼ of Section 10, a distance of 665.40 feet to the northeast corner of the said W ½ of the E ½ of the SW ¼ of Section 10; thence S 01 degrees 40 minutes 27 seconds W along the east line of the said W ½ of the E ½ of the SW ¼ of Section 10, a distance of 2,661.69 feet to the southeast corner of the said W ½ of the E ½ of the SW ¼ of Section 10 and the Point of Beginninga distance of 574.22 feet; thence S 42 degrees 46 minutes 50 seconds E, a distance of 187.77 feet to the north line of the SE ¼ of the said Section 9; thence S 89 degrees 58 minutes 03 seconds E along the north line of the SE ¼ of said Section 9, a distance of 991.15 feet to a point.

Containing 179.38 acres more or less.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor
and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City council on _____.

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.

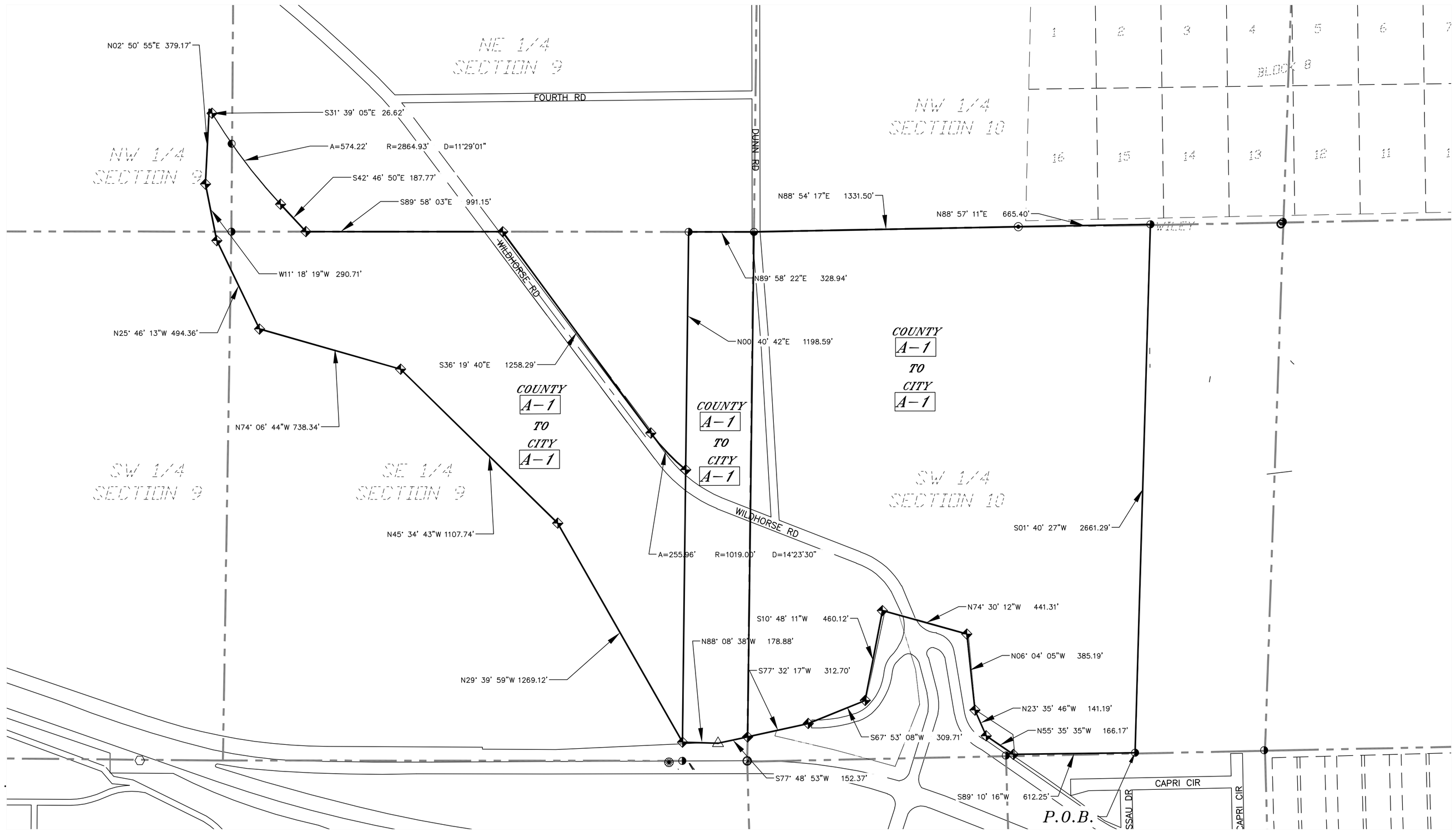
_____
President of City Council

ATTEST

_____
City Clerk

EXHIBIT "B"
ZONING EXHIBIT

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.



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SCALE: 1" = 300'

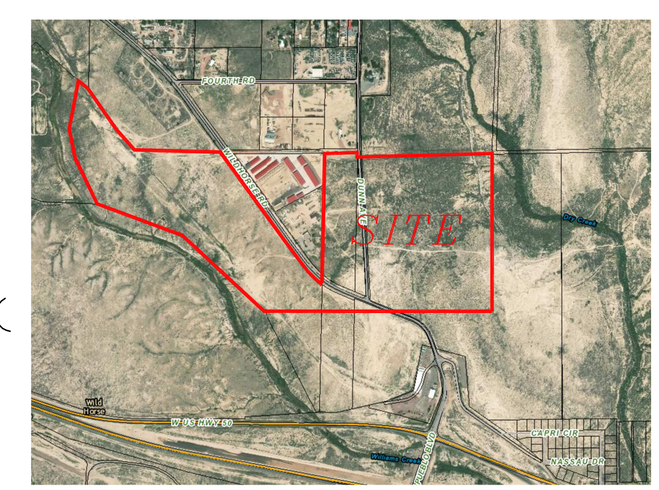
0 150' 300' 600'

LEGEND

	PROPOSED ZONING BOUNDARY
COUNTY A-1	EXISTING ZONING
CITY A-1	PROPOSED ZONING

BASIS OF BEARINGS

BEARINGS BASED ON THE EAST LINE OF THE W ½ OF THE E ½ OF THE SW ¼ OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN TO BEAR N 01 DEGREES 40 MINUTES 27 SECONDS MONUMENTED ON BOTH ENDS WITH AD 3 ¼" DIAMETER ALUMINUM CAP STAMPED WITH PLS 33200



VICINITY MAP
NOT TO SCALE

JN 18 044 00

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
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, May 11, 2022 – 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 3:35 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, Sarah Martinez, 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, Senior Planner; Danielle Baxter, Planner; and Joe Martellaro, Associate Engineer II.

PUBLIC MEETING AGENDA AND ACTION

Regular Agenda

2b. PUD-22-01: PUD Site Plan Review – Crawford Townhomes – 2601 Crawford St., 12 multifamily residential structures totaling 49 dwelling units (Uplands Townhomes Phase 2B) in the Uplands Townhomes Phase 2, Planned Unit Development (PUD).

Staff report by Beritt Odom.

SYNOPSIS:

The Housing Authority of the City of Pueblo is seeking approval of a PUD Site Plan for the Crawford Townhomes, 12 multifamily residential structures, providing 49 dwelling units within Phase 2B of the Uplands Townhomes Phase 2 PUD. Phase 2B will replace 11 of the existing Sangre de Cristo apartments. The elevation plans for the new multifamily structures indicate nine building types; however, the site plan shows only seven different building types proposed for construction. One multifamily structure, D2, will be a single story, the remaining structures are two stories. The proposed multifamily units will be constructed on Lots 1 and 2, Uplands Townhomes, Filing No. 3.

BACKGROUND AND ANALYSIS:

The Uplands Townhomes, Phase 2, PUD Zoning was approved in November of 2018. Phase 2 redevelopment of the Sangre de Cristo Apartments is divided into three subphases for development, Phase 2A, Phase 2B, and Phase 2C. Phase 2A of the multifamily development was completed in August of 2021 totaling 17 multifamily residential structures. Phase 2B, is further divided into three phases of construction within the Uplands Townhomes, Filing No. 3 Subdivision.

Construction Phase 1

The first phase of construction is located north of Tribal Nations Ave. and will include four multifamily structures, buildings A3, E4, D2 and F1, which is a mixture of single- and two-story structures. Construction Phase 1 area will be accessed by Tribal Nations Ave.

Construction Phase 2

The second phase of construction will occur within Lot 2, Uplands Townhomes, Filing No. 3 adjacent to the east side of Prairie Avenue. Four multifamily structures will be constructed, buildings A11, A10, A9, and G12, all are two story structures. The proposed development schedule and access plan indicates that access for this second phase of construction will be provided from Prairie Ave.; it appears that this access point is planned to be a permanent intersection. According to the PUD, the only access point to Prairie Avenue is at the intersection of Tribal Nations Ave., located at the mid-point of development. The proposed intersection of the private access drive with Prairie is also not supported by the Uplands Townhomes, Filing No. 3 Subdivision. The subdivision does not provide an access easement or private drive at the intersection.

Construction Phase 3

The third phase of construction will consist of four multifamily residential structures, buildings C5, B6, A8, and H7, all structures are two stories and will be accessed from Alma Ave. and Ponica Lane.

The Housing Authority of Pueblo is proposing a “blocky modern style” as requested by the investor for the Phase 2B, multifamily structures. Façade materials for the proposed structures consist of three different stucco colors, steel siding with a cedar wood appearance, Berridge Steel siding, and metal trim. The colors for the stucco, steel sidings, and trim have not been finalized. Phase 2A multifamily structures are a more traditional cottage architectural style with standard gables, dormers, stucco, brick accents, and lap siding façade materials. The proposed modern style architecture will provide a distinct contrast from Phase 2A. The Housing Authority is proposing to orient the front doors of the residential structures towards the interior green space for safety

reasons and to promote walkability within the neighborhood. The front doors of Phase 2A are also oriented to the internal green space.

ANALYSIS:
The PUD Development Guide provides the standards for the entire development. The Pueblo Municipal Code (PMC) provides additional requirements not specifically addressed by the Development Guide.

RECOMMENDED MOTION: Staff recommends the Planning and Zoning Commission **APPROVE** the proposed PUD Site Plan with the following noted:

1. Remove the southern intersection of the access drive with Prairie Ave. The 40-foot Public Access and Public Utility Easement on the Uplands Townhomes, Filing No. 3 Subdivision Plat does not connect to Prairie Avenue. Section I., 3., of the Uplands Townhomes Phase 2, Planned Unit Development Guide states that the development will only have one access point to Prairie Avenue. Sheet 4, Phasing Plan of the Development Guide indicates the intersection with Prairie Avenue will occur mid-block at Tribal Nations Ave. during the future Phase 2C of the development.

CHARACTER AND COMPATIBILITY:

- **Performance Standards:**
  The PUD Development Guide and the PMC outlines the Performance Standards and are described in detail below:

  Architectural Standards.
  The architecture of the buildings must comply with Section 7. of the PUD Development Guide. However, section 7 of the Uplands Townhomes Phase 2, Planned Unit Development Guide, requires almost all the required architectural features to be parallel with or visible from the "front lot line." Multiple residential units are located within one large lot; therefore it is not feasible for the architectural elements to be parallel or visible from the "front lot line" as the PUD requires.

  Buildings:

  All Townhomes shall:

  1. The front of the dwelling shall be parallel (within 30 degrees) to the front lot line.
     - The front doors of the multifamily residential structures are planned to face the internal greenspace. Current development trends, in cluster housing, orient front doors and porches toward open green space and trails. Facing the dwelling units and porch areas towards the common green space is intended to promote pedestrian activity creating an interconnected neighborhood. Additionally, orienting the front doors towards the common green space, as opposed to the interior streets and parking, will promote resident safety within the Uplands Townhome development; it is not possible.
     - The Planning Department does not object to the front doors of the dwelling units facing the interior green space.

2. Have masonry or other contrasting material that project from the wall plane on the building façade;

    - According to Amy Hurtig-Smith, project architect, the architectural metal siding, that looks like Cedar Wood, projects from the wall plane beyond the stucco wall plane with a one-inch trim. The metal siding projections will be visible from the internal streets and greenspace.

2. One (1) or more dormers;

    - All seven building models include modern dormers. According to the project architect, Amy Hurtig-Smith, "a dormer is a roof structure that projects vertically beyond the plane of a pitched roof." Hurtig-Smith states that "a dormer can have many shapes: rounded, single-pitch, horizontal, triangular, or gable shaped. All proposed buildings have a single pitch dormer, which creates the modern look.

4. Three (3) or more gables;

    - All seven building models include modern gables, some of which are one sided. According to Hurtig-Smith, "the definition of gable is a triangular wall formed at the sloping roof. All structures have triangular shaped walls.

5. Building face or roof offsets (minimum twelve-inch offset);

    - All seven structures provide a minimum amount of building face offsets.

6. Two (2) or more windows, with a combined minimum of twenty [20] square feet of glazed area, at least one of which has minimum operable opening of 20" wide × 24" high;

    - All seven structures provide a combined minimum of 20 square feet of glazed area, with at least one having an operable opening of 20" wide by 24" high.
    - Project Architect, Hurtig-Smith, explained that the smaller slot windows on the second floors were included in the previous 2A Phase. These windows are above the shower and bath units; therefore, they can only provide the slot windows or completely remove the windows. Additional architectural features within this central portion of the structure would compromise the modern design that was requested by the investor.

7. Minimum ten-inch eaves (all eaves);

    - All seven structures provide ten-inch eaves.

8. One (1) or more of the following types of exterior siding:

    a) Horizontal lap siding, including simulated horizontal lap siding;

    b) Vertical siding, with a pattern repeat of less than twelve (12) inches;

    c) Beveled siding; or

    d) Stucco;

- All seven structures provide steel lap siding, stucco, and steel siding that looks like Cedar Wood.

9. A covered porch entry (minimum five-foot depth) for the front entrance. When the front entrance is not parallel to the front lot line, the porch shall be visible from the street;
    - All buildings provide a covered porch entry (minimum five-foot depth) for the front entrance; however, on all buildings the front porch does not face the street (front lot line).
    - The front porches are visible from the interior courtyards.

10. Have wood or composition trim, nominal four-inch for exterior siding;
    - All seven structures have front facades provide contrasting trim around the windows and doors. Trim width is between two to four inches.

11. Have more than one (1) exterior material or contrasting color (not including trim material).
    - All seven structures have three or more colors on front, rear, and side facades.

Fence Materials:

- Fences shall be provided for privacy to rear yards with either 6-ft tall faux stone vinyl fences or 6-ft tall privacy wood fences or approved equal.
    - The applicant has requested a modification from the height of the fences provided for rear yards to allow 4-ft to 6-ft tall fences.
    - Staff supports this request as reducing the height of the fences along the street frontage will allow greater visibility to the streets and reduce the amount of fencing that obstructs the view of the rear façade of the buildings.

Landscape Standards.

- The Development Guide requires landscaping to comply with Section 17-4-7 of the PMC except where it specifically allowed for an amendment in the requirements.
- The submitted landscape plan complies with the Development Guide.

Parking Standards.

- The PUD requires a minimum of 1.25 parking spaces per dwelling unit. The proposed Crawford Townhomes will include 49 dwelling units, which requires 61.25 parking spaces.
    - Parking space count:
        - Standard parking spaces-64
        - ADA parking spaces-8
        - Total parking spaces-74

FINDINGS OF FACT REQUIRED PER §17-8-11 OF THE PUEBLO MUNICIPAL CODE:

Municipal Code specifies four (4) criteria to be evaluated in conjunction with a PUD Site Plan application. The Planning and Zoning Commission, before a PUD Site Plan may be approved, shall make the findings concerning the following:

1. **The Site Plan conforms to the concepts of the approved PUD zone district and meets the Design Standards and Guidelines for PUDs adopted by City Council.**

   Staff Analysis of Finding #1

   Staff has determined that the proposed Site Plan generally conforms to the concepts of the Development Guide.

2. **Areas designated as recreation, parks and open space are accessible, available and usable for the purpose to which they are intended.**

   Staff Analysis of Finding #2

   Areas for recreation, parks and open space are accessible, available and usable. All residential structures will front a common green space for passive recreation and pedestrian circulation. A playground is located approximately 600-feet from the furthest residential structure.

3. **The continued use, maintenance, protection and development of all parks, recreation, open space and common areas are assured. The City Attorney's office shall, in writing to the Planning and Zoning Commission, attest that the proposed covenants, restrictions, conveyances, special agreements, homeowner association contracts and other documents will secure continued use maintenance, protection and development of all park, recreation, open space and common areas.**

   Staff Analysis of Finding #3

   The continued use, maintenance, protection and development of all common areas will be provided by the Housing Authority of Pueblo.

4. **Proper notification to adjacent property owners within three hundred (300) feet of the exterior boundary of the PUD Site Plan has been sent and the required public hearing has been held.**

   Staff Analysis of Finding #4

   Notice has been sent by the Department of Planning & Community Development to surrounding property owners and the public hearing will be held during a regularly scheduled Planning and Zoning Commission meeting.

QUESTIONS OF STAFF:

Cheryl Spinuzzi – Is there access from the back doors to their parking? Ms. Odom indicted that all units would have back doors that access a back patio areas and trash receptacles.

Mike Castellucci – Was anything worked regarding the small windows in the middle of the structures. Ms. Odom indicated that the windows above the showers which did not allow for larger windows, so they either could leave them as is or remove them all together.

HEARING: Amy Hurtig-Smith, HGF Architects was sworn in and testified on behalf of the applicant. There is a back door through the kitchen area in the units with the living rooms facing and accessing the greenery area. Castellucci asked there is reason for the variation of style with this phase compared to the other phases. Ms. Hurtig-Smith indicated that each investor likes to have their own style to know which buildings they are investing. Mr. Castellucci asked if they looked into how to modify the small windows in the shower areas with other treatments? Ms. Hurtig-Smith indicated they were using a modern style of architecture that have different styles of windows incorporated into the modern design.

MOTION: Motion to approve PUD 22-01 to City Council with the one staff condition and standard conditions was made by Bailey, second by Aznar.

MOTION PASSED 7-0

3. **V-22-02: Vacation:** Vacate a 16' by 105' long portion of an unimproved public alley in the Wiley and Chamberlin Subdivision, Block 362.

Staff Report by Wade Broadhead

BACKGROUND:
The applicant is proposing to vacate the remaining alley (1,111 sq ft) in Block 362 of the Wiley and Chamberlin Subdivision. After the vacation of the alley the applicant will rearrange the vacated alley area with existing lots to form a new building parcel. The proposed alley right of way runs from west to east and dead ends into the right-of-way for Portland Avenue and provides no access to any properties other than the applicants. This vacation will create a more buildable parcel and eliminate residual slivers of land.

The purpose of this vacation request is to create a new single lot for the commercial development of a business site. The applicant has already submitted the lot line rearrangement application pending this action and has been working with staff on the development of this property. Staff did not receive any comments or objections to the applications from any city department or utilities.

Applicable Regulations:
Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:
The Subdivision Review Committee recommends that the Easement Vacation be recommended for **APPROVAL**.

QUESTIONS OF STAFF:

Cheryl Spinuzzi – Once the alley is vacated does the City deed title? Md. Broadhead responded that the applicant has submitted a lot line rearrangement that will vacate the easement and adjust the existing property boundaries of their ownership.

Sara Martinez – Is this property within the newly established urban renewal district on the east side? Mr. Hobson responded that this property is south of 4th Street along Portland Street and is not within the new urban renewal area.

HEARING: Nathaniel Evans, 904 S. Ogden, applicant, was sworn in and testified on behalf of the application. Ms. Martinez asked what type of commercial will be developed. Mr. Evans responded that the property will be used for a retail marijuana cultivation facility.

No one else spoke in support or opposition for the application.

MOTION: Motion to recommend approval of V-22-02 to City Council was made by Bailey, second by Martinez.

MOTION PASSED 7-0

1. **Z-22-03: Rezone:** approximately 179.38 acres generally located north of West U.S. Hwy 50 and North Pueblo Blvd. from Pueblo County A-1 and A-3 to City A-1, for not more than a 10-year period

Staff Report by Beritt Odom.

BACKGROUND AND ANALYSIS:
The proposed rezoning is for the entire Wildhorse Crossing Annexation Site 179.38 acres, which was approved by City Council January 21, 2022 (Ordinances 10103 and 10104). The applicant, Mr. Dean, is proposing to zone the property A-1, Agricultural One according to the Annexation Agreement, January 31, 2022. Prior to development of uses, that are not allowed within the A-1 Zone District, the property must be rezoned to a land use classification most nearly corresponding to the land use classification identified in the Pueblo Regional Comprehensive Plan, as amended.

STAFF REVIEW AND FINDINGS:
The 179.38 acre parcel meets the area of the A-1 Zone District.

CHARACTER AND COMPATIBILITY:

Site Character:
The property is currently undeveloped.

Neighborhood Compatibility:

North	County A-1, undeveloped; County A-2, outdoor storage; County PUD, self-storage; and County A-3, undeveloped and contractors' yard
East	County A-1, Agricultural One, undeveloped
South	County A-3, undeveloped; County A-1, undeveloped; and City S-1, CDOT Highway Maintenance Facility.
West	County A-1, undeveloped

Comprehensive Plan Compliance:
Wildhorse Crossing is designated as a Special Development Area by the Pueblo Regional Comprehensive Plan, 2002. Special Development areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan further contends that a Master Plan must be prepared prior to development in Special Development Areas. An Overall Development Plan (ODP), establishing a land use plan that includes provisions for a mixture of commercial, office, business park, and multifamily residential uses, was approved by the Planning and Zoning Commission on March 9, 2022. The ODP conforms with the Comprehensive Plan designation of Special Development Area. When applications to establish the uses approved in the ODP land use plan are requested, the property must be rezoned prior to development.

RECOMMENDED ACTION:
Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED.**

HEARING: Drew Brice, NorthStar Engineering, representing the applicant, was sworn in and testified on behalf of the application.

No one else testified in support of the application.

Bonifacio Cosyleon, 1700 Wildhorse Road, testified not necessarily against the rezoning but had questions about the project. He wondered whether the applicant had contacted PEDCO to see if there were any incentives that could be provided? Mr. Castellucci indicated that this hearing was to change the zoning of the property and was not within the authority of the board. Mr. Castellucci indicated that any PEDCO incentives be addressed with City Council. Mr. Cosyleon indicated that he felt this development and potential incentives were pertinent to this hearing.

Mr. Cosyleon stated that there are a lot of little steps in the development process and a lot of other entities would like to have more information as to what is going on with this development. Ms. Odom indicated that the planning department could provide Mr. Cosyleon with a copy of the overall development plan that shows the future land uses for the property. Mr. Castellucci indicated that the overall development plan was previously approved by the board when the property was annexed into the City. Mr. Avalos indicated that the annexation was noticed in the newspaper prior to any hearings before the board hearing. Mr. Hobson stated that the overall development plan was reviewed in a previous public hearing held by the board and adjacent property owners were notified of the application and hearing date. Mr. Hobson further stated that according to the City's zoning requirements, a property annexed into the City has to zone the property within 90 days following the annexation into a City zone district. Prior to any subdivision of the property, the area being proposed for development would need to be rezoned from the A-1 district into a compatible zone district that would be heard by this commission, as well as through a public hearing at City Council.

Mr. Cosyleon asked whether the residents in the surrounding area have the ability to question to proposed zoning of the property, even if it is not necessarily positive or negative? Mr. Castellucci added that any zoning changes would be through public hearings with this board and through City Council.

Mr. Cosyleon asked about a timeline for the development and if any of the infrastructure will be completed by the City or if that was solely at the cost of the developer and if impact to adjacent properties to the south and further east toward the railroad are taken into account. Ms. Odom indicated the rezoning requests need to be in accordance with the Pueblo Regional Comprehensive Plan. The current Comprehensive Plan designates this area as a "Special Development Area", so every property is required to prepare a master plan before any zoning action can happen. She noted that the City will soon be adopting a new Comprehensive Plan and this area will no longer be in a "Special Development Area", however the land uses have not drastically changed from the current plan.

No one else testified in regard to this application.

Mr. Brice, responded to the testimony of Mr. Cosyleon by stating that most the information that was being questioned is in the overall development plan, including a traffic plan and all the different segments of the plan will provide him with other information. The property owner will need to subdivide to create the lots prior to development and rezone. He will be able to testify when those additional applications have public hearings.

MOTION: Motion to recommend approval of Z-22-03 to City Council was made by Bailey, second by Avalos.

MOTION PASSED 7-0

NEW/OLD BUSINESS:
None

ADJOURN

There being no further business the Regular Meeting was adjourned at 4:20 p.m.

Respectfully submitted,

Mike Castellucci
Chairperson

Attest:

Scott Hobson
Executive Secretary

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

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-03

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	May 11, 2022
SUBJECT:	Wildhorse Annexation Zoning
APPLICANT:	Warren Dean, Wildhorse Land and Holdings, LLC
PROPERTY OWNER:	Same
LOCATION:	Generally located north of U.S. Highway 50 West and N. Pueblo Blvd. intersection.
EXISTING ZONE:	County A-1
PROPOSED ZONE:	City A-1, Agricultural One
CONCURRENT REQUESTS:	None

REQUEST:
The property owner, Warren Dean, Manager of Wildhorse Land and Holdings, LLC, is requesting to zone the 179.38-acre Wildhorse Crossing Annexation Site from County A-1 to City A-1, Agricultural One as agreed upon the in the Annexation Agreement, Case No. A-20-03 Wildhorse Annexation.

BACKGROUND AND ANALYSIS:

The proposed rezoning is for the entire Wildhorse Crossing Annexation Site 179.38 acres, which was approved by City Council January 21, 2022 (Ordinances 10103 and 10104). The applicant, Mr. Dean, is proposing to zone the property A-1, Agricultural One according to the Annexation Agreement, January 31, 2022. Prior to development of uses, that are not allowed within the A-1 Zone District, the property must be rezoned to a land use classification most nearly corresponding to the land use classification identified in the Pueblo Regional Comprehensive Plan, as amended.

STAFF REVIEW AND FINDINGS:

The 179.38 acre parcel meets the area of the A-1 Zone District.

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The property is currently undeveloped.

- **Neighborhood Compatibility:**

North	County A-1, undeveloped; County A-2, outdoor storage; County PUD, self-storage; and County A-3, undeveloped and contractors' yard
East	County A-1, Agricultural One, undeveloped
South	County A-3, undeveloped; County A-1, undeveloped; and City S-1, CDOT Highway Maintenance Facility.
West	County A-1, undeveloped

- **Comprehensive Plan Compliance:**

Wildhorse Crossing is designated as a Special Development Area by the Pueblo Regional Comprehensive Plan, 2002. Special Development areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan further contends that a Master Plan must be prepared prior to development in Special Development Areas. An Overall Development Plan (ODP), establishing a land use plan that includes provisions for a mixture of commercial, office, business park, and multifamily residential uses, was approved by the Planning and Zoning Commission on March 9, 2022. The ODP conforms with the Comprehensive Plan designation of Special Development Area. When applications to establish the uses approved in the ODP land use plan are requested, the property must be rezoned prior to development.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

RECOMMENDED ACTION:

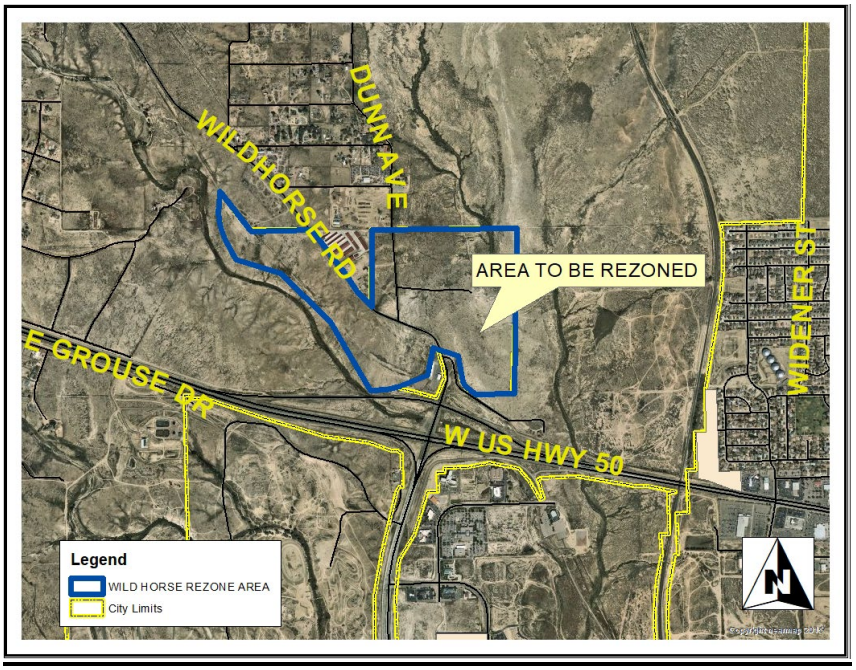
- Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED.**

ATTACHMENTS:

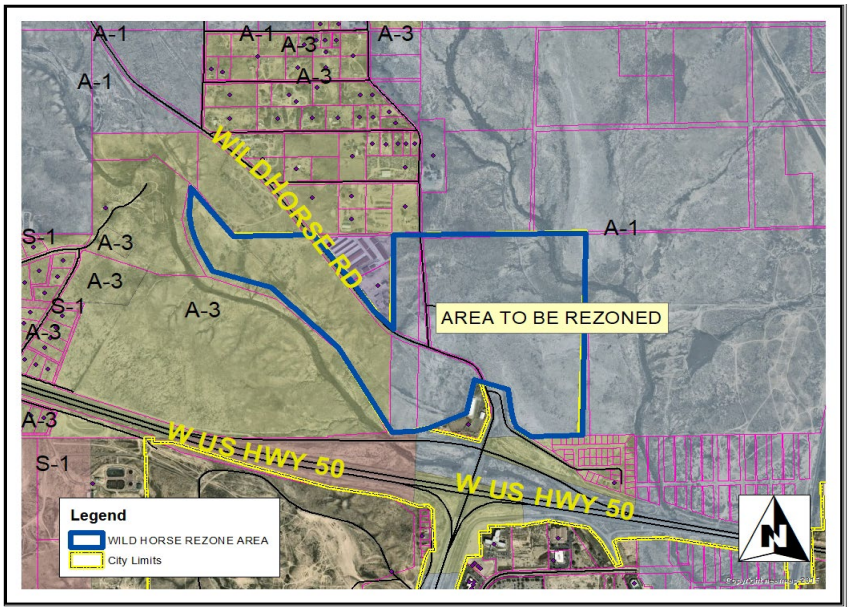
A. Aerial Map
B. Zoning Map
C. Comprehensive Plan Map
D. Rezoning Exhibit
E. Application

ATTACHMENTS:

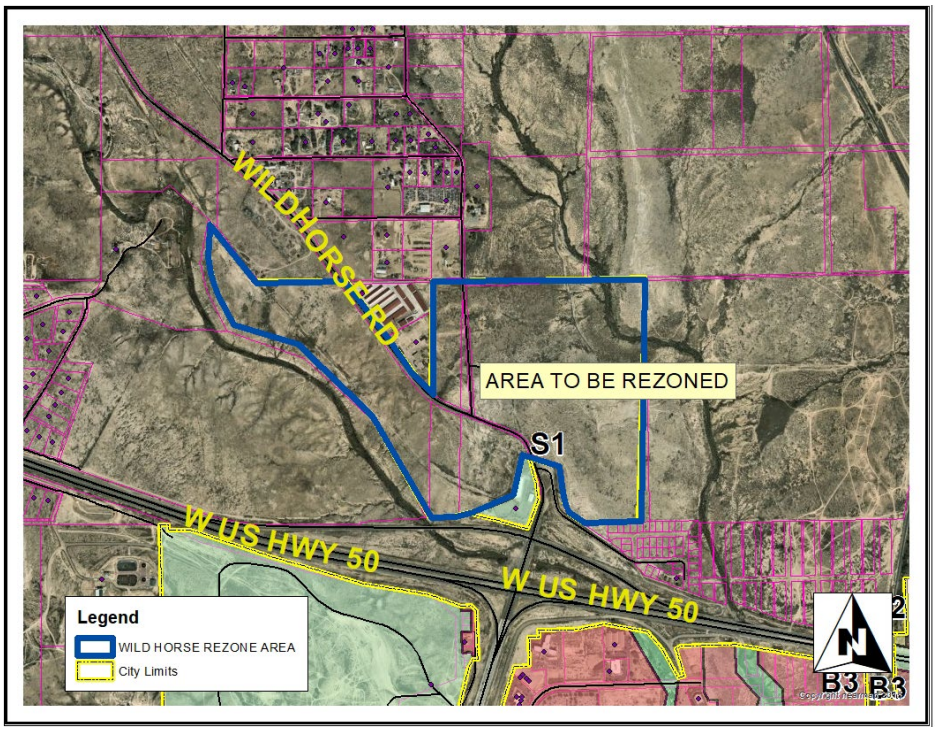
Attachment A:



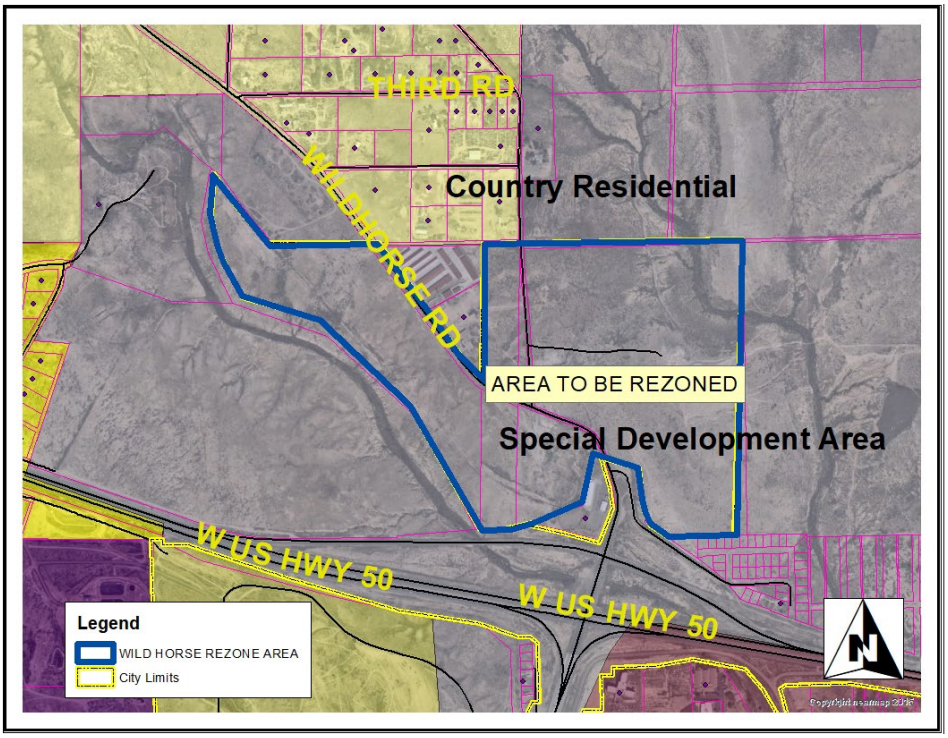
Aerial Photograph of Rezone Site



County Zoning Map



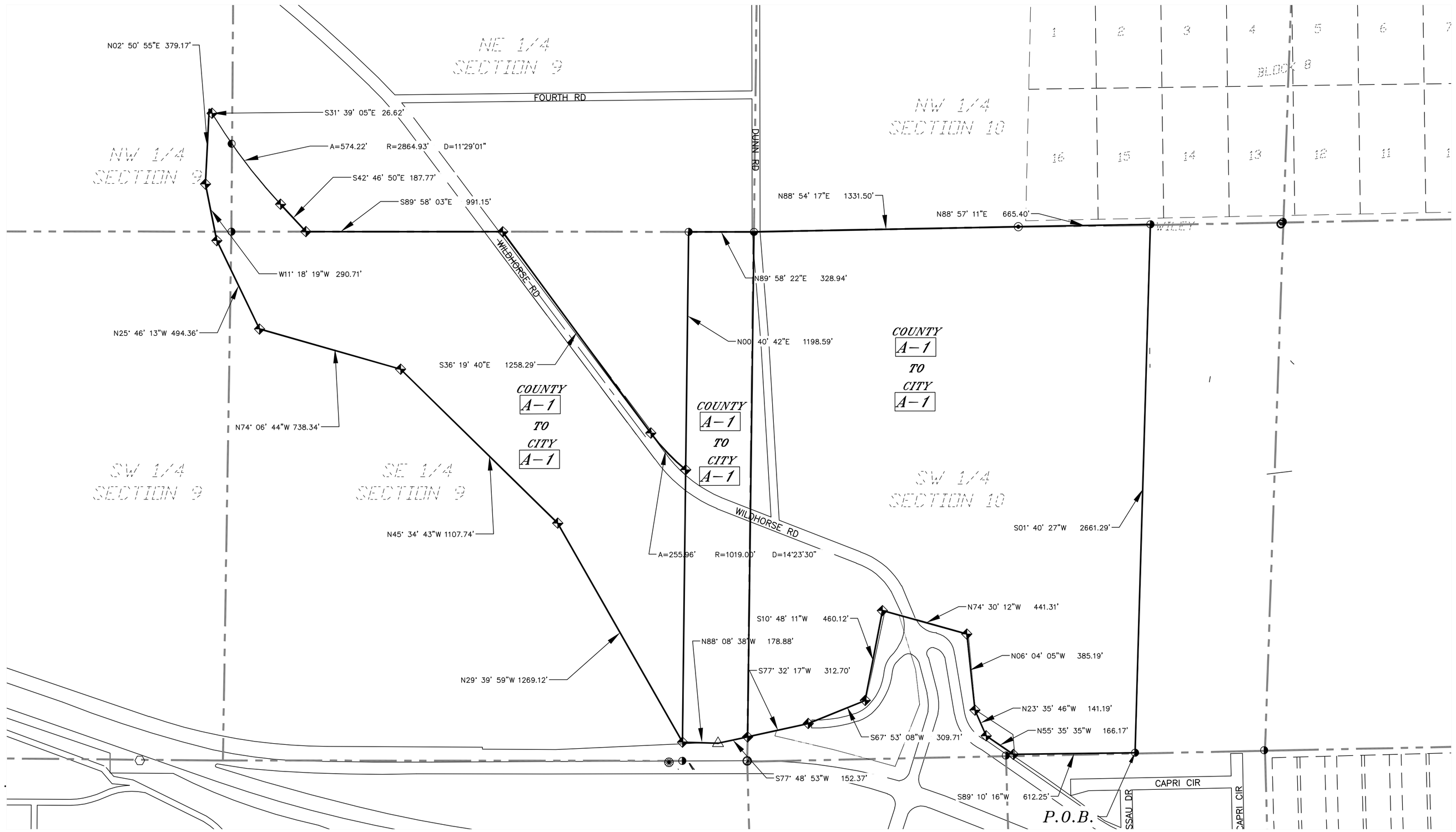
City Zoning Map



Comprehensive Plan Map

EXHIBIT "B"
ZONING EXHIBIT

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.



PREPARED BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

SCALE: 1" = 300'

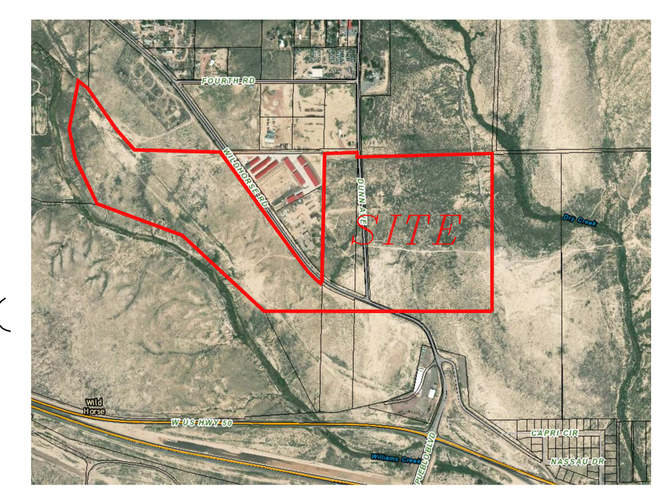
0 150' 300' 600'

LEGEND

	PROPOSED ZONING BOUNDARY
COUNTY A-1	EXISTING ZONING
CITY A-1	PROPOSED ZONING

BASIS OF BEARINGS

BEARINGS BASED ON THE EAST LINE OF THE W ½ OF THE E ½ OF THE SW ¼ OF SECTION 10, TOWNSHIP 20 SOUTH, RANGE 65 WEST OF THE 6TH PRINCIPAL MERIDIAN TO BEAR N 01 DEGREES 40 MINUTES 27 SECONDS MONUMENTED ON BOTH ENDS WITH AD 3 ¼" DIAMETER ALUMINUM CAP STAMPED WITH PLS 33200



VICINITY MAP
NOT TO SCALE

JN 18 044 00

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: WARREN DEAN	
Company: WILDHORSE LAND AND HOLDINGS LLC	
Address: PO BOX 64140, COLORADO SPRINGS, CO	Zip: 80962
Phone: ( )719-440-1722	Email: WARREN@WHD22.COM
Applicant	
Name: SAME AS PROPERTY OWNER	
Company:	
Address:	Zip:
Phone: ( )	Email:
Person or Firm Representing (If Different From) Owner or Applicant	
Name: DREW BRICE	
Company: NORTHSTAR ENGINEERING AND SURVERYING, INC	
Address: 111 E. 5TH ST.	Zip: 81003
Phone: ( )719-544-6823	Email: DBRICE@NORTHSTAR-CO.COM
*The **applicant** will be the primary contact unless otherwise noted.*	
Project Location: North of Highway 50 along Wildhorse Road (address or general description)	
Parcel# 510000003, 509000013, 509000005	
Legal Description: See Attached	
Subdivision: N/A	Acreage: 179.38
Existing Zone District: A-1 COUNTY	**Proposed Zone District:** A-1 CITY

Purpose of this Application:

- ☐ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☑ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify): _____

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

The property has been annexed into the city. The zoning needs to be changed from A-1 County to A-1 City

Description of area surrounding proposed development:

The majority of the land surrounding the property is undeveloped. There are a couple businesses to the north of the property.

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

Since this property is changing from A-1 county to A-1 city as part of the annexation, there is no change in use or tentative site plan at this time. The property will be rezoned at a different time if need to accomade future use.

☐ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: Early 2022

Estimated date for completion of project: Early 2022

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

The applicant has already succesffully annexed the land and submitted a master plan, along with all associated fees and is moving forward with development of the site.

☑ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (**if applicable**)

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Office Use Only

Zoning Compliance (Completed by City Staff)	
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐Approved w/conditions	

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner		
Print Name:	Wildhorse Land and Holdings LLC	
Signature:	Manager	Date: 2/9/22
Applicant, if different from Property Owner		
Print Name:		
Signature:		Date:

April 26, 2022

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Warren Dean, Wildhorse Land and Holdings, LLC** for approval of the following application:

Z-22-03 Rezoning: Wildhorse: approximately 179.38 acres generally located north of West U.S. Hwy 50 and North Pueblo Blvd. from Pueblo County A-1 and A-3 to City A-1, for not more than a 10-year period.

The Planning and Zoning Commission meeting will be held on May 11, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

April 26, 2022

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The Planning and Zoning Commission meeting will be held on May 11, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER Z-22-03

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at WILDHORSE, to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

4-25-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at WILDHOSE, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

4-25-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Own	OwnerZip
METZ JAMES D	10 BIRMINGHAM CT	HIGHLANDS R/	CO	80130-3943
PUEBLO WEST METRO DISTRICT	109 E INDUSTRIAL BLVD	PUEBLO WEST	CO	81007-1404
PIERCE CRAIG/PIERCE JUDY	12352 MEADOWLARK LN	BROOMFIELD	CO	80021-4199
GUTHRIE EMERY	12410 OLD PUEBLO RD	FOUNTAIN	CO	80817-3545
STEVENS FLOYD L	1480 4TH RD	PUEBLO	CO	81007-1037
BYERLY + COSYLEON INC	1700 WILDHORSE RD	PUEBLO WEST	CO	81007-1023
COUNTY OF PUEBLO C/O BOARD OF	215 W 10TH ST	PUEBLO	CO	81003-2945
SMITH INA J/SMITH JOHN R	222 DUNN RD	PUEBLO WEST	CO	81007-1036
KERR LINDA	2321 DOGWOOD CIR	LOUISVILLE	CO	80027-1177
MONTEE NORMAN C/MONTEE KA	238 WILDHORSE RD	PUEBLO	CO	81007-1025
COLORADO DEPARTMENT OF TRAN	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
WILDHORSE PROPERTIES LLC	421 E INDUSTRIAL BLVD	PUEBLO WEST	CO	81007-1415
PIERCE MARY	500 MOHAWK DR #501	BOULDER	CO	80303
PEAK VIEW BUSINESS CAMPUS LLC	511 W 29TH ST SUITE A	PUEBLO	CO	81008-1128
STECKMAN RODNEY S	7784 W STATE HWY 96	PUEBLO	CO	81005-9781
W L ENTERPRISES LTD	PO BOX 11677	PUEBLO	CO	81001-0677
WILDHORSE LAND + HOLDINGS LLC	PO BOX 64140	COLORADO SP	CO	80962-4140
HARRISON CATHY + NIBERT KRISTE	PO BOX 7672	PUEBLO WEST	CO	81007-0672

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 27, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Carla Sikes, Municipal Court Judge

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT, BY AND THROUGH THE DIVISION OF WORKERS' COMPENSATION, FOR THE RENTAL OF COURTROOM NO. 2 IN PUEBLO MUNICIPAL COURT

SUMMARY:

This Ordinance approves an intergovernmental agreement ("IGA") with the Division of Workers' Compensation of the Colorado Department of Labor and Employment for the rental of Courtroom No. 2 of the Pueblo Municipal Court.

PREVIOUS COUNCIL ACTION:

There has been no previous Council action with regards to this subject matter.

BACKGROUND:

The Municipal Court has two courtrooms. Courtroom No. 1 is the large courtroom used on a daily basis. Courtroom No. 2 is the smaller courtroom and is used every other Friday and on an as-needed basis by the Municipal Court. The IGA will allow the Division of Workers' Compensation to use Courtroom No. 2 on certain Tuesdays from 8:00 a.m. to 5:00 p.m. for workers' compensation hearings on an as-needed and as-available basis. The Division of Workers' Compensation will provide the Municipal Court with thirty (30) days advance notice of its desired use of the courtroom and will pay to the City one hundred and fifty dollars ($150) for each use. The use of Courtroom No. 2 by the Division of Workers' Compensation will not interfere with the operation of Municipal Court.

FINANCIAL IMPLICATIONS:

The IGA will provide a small amount of revenue to the City. All revenue will be paid into the City's General Fund. The Municipal Court does not anticipate any additional expenses as a result of the IGA.

BOARD/COMMISSION RECOMMENDATION:

Municipal Court recommends approval of the ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council may choose not to approve the Ordinance in which case Courtroom No. 2 will not be rented and the small amount of revenue available will not be realized by the City.

RECOMMENDATION:

Attachments:
Proposed Ordinance
Proposed Courtroom Rental Agreement

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE COLORADO DEPARTMENT OF LABOR AND EMPLOYMENT, BY AND THROUGH THE DIVISION OF WORKERS' COMPENSATION, FOR THE RENTAL OF COURTROOM NO. 2 IN PUEBLO MUNICIPAL COURT

WHEREAS, the Colorado Department of Labor and Employment, by and through its Division of Worker's Compensation, wishes to rent space at the Pueblo Municipal Court on an as-needed and as-available basis to conduct local workers' compensation hearings; NOW, THEREFORE,

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

SECTION 1.

The Courtroom Rental Agreement ("Agreement") between the City of Pueblo, a Municipal Corporation, and the Colorado Department of Labor and Employment, by and through the Division of Workers' Compensation, for the rental of Courtroom No. 2 in Pueblo Municipal Court, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement 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, and the City Clerk shall affix the Seal of the City thereto and attest same, as appropriate.

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 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

COURTROOM RENTAL AGREEMENT

THIS RENTAL AGREEMENT ("Agreement") is made and entered into as of February 1, 2022 ("Effective Date") by and between the City of Pueblo, a Municipal Corporation, ("Owner") and the Colorado Department of Labor and Employment, by and through is Division of Workers' Compensation ("Renter").

WITNESSETH:

WHEREAS, the Owner is the owner and operator of the Pueblo Municipal Court ("Court"), located at 200 South Main Street, Pueblo, Colorado 81003, together with the land on which said Court is situated; and

WHEREAS, Renter is desirous of renting and occupying the existing second courtroom, as designated by the Owner, ("Courtroom") in accordance with this Agreement.

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

1. Rental:

The Owner hereby rents unto the Renter and Renter hereby rents from Owner for the term and upon the conditions hereinafter stated, the Courtroom situated in the County of Pueblo, State of Colorado subject to existing easements and restrictions.

2. Term and Termination:

A. The term on this Agreement is from the Effective Date through December 31, 2022. This Agreement may be renewed annually upon the mutual agreement of the parties and through a signed writing.

B. All conditions and covenants contained herein shall remain in full force and effect during any and all extension periods.

C. Either party may terminate this Agreement by providing at least fourteen (14) days prior written notice to the other party stating that the Agreement shall terminate on a certain date.

3. Rental Rate and Other Fees:

A. In consideration of the rights and privileges contained herein, Renter agrees to pay a per usage fee of $150.00 for each use of the Courtroom.

B. Renter shall not be charged for utilities normally provided in the Courtroom.

C. In all cases where Renter is required by this Agreement to pay any rates, fees, or other charges or to otherwise make payments to Owner, such payments shall be made at the City of Pueblo, Finance Department, 1 City Hall Place, Pueblo, Colorado 81003, or at such other place as Owner may hereafter designate in writing to Renter. Said payments shall be made in legal tender of the United States and any check shall be received by Owner subject to collection. Renter agrees to pay any bank charges made for the collection on any such checks.

4. <u>Use and Improvements</u>:

A. The Courtroom shall be rented on a per usage basis, where each use by Renter shall be on those certain Tuesdays indicated by Renter and each use shall be for the duration of the municipal workday, from 8:00 a.m. to 5:00 p.m., unless the Court provides permission for a longer duration, as needed. Renter will inform Owner at least thirty (30) days prior to any desired use of the Courtroom. Owner makes no guarantees or warrantees as to the availability of the Courtroom for Renter's use or the suitability of the Courtroom for Renter's needs. All usage of the Courtroom must be approved by the Owner prior to use by Renter. In case of a scheduling or other conflict, Owner's decisions as to the use of the Courtroom will control in its sole and absolute discretion.

B. Renter may not construct or install upon the rented premises any improvements or otherwise alter the Courtroom. Renter will not modify, alter, or improve any fixtures or improvements upon the rented premises, whether now existing or hereafter constructed, without the prior written approval of Owner, which may be given or denied in Owner's sole and absolute discretion. Costs of any such improvements, revisions, signs, or alterations shall be borne solely by Renter and all such improvements, modifications, revisions, or alterations shall upon expiration or termination of this Agreement be removed without cost to Owner. Owner may, on a case by case basis, allow the improvements to remain, in which case ownership of the improvements will immediately pass to Owner and Owner shall not be liable for the cost of said improvements. All improvements must be completed by trade professionals licensed, insured, and permitted to conduct business within the City.

C. The rented premises shall be used and occupied by Renter solely for workers' compensation hearings and case management. Renter shall have no right to utilize the rented premises, or any improvement thereon, other than as specifically allowed under this Agreement.

D. Renter grants to the Owner the right to enter the rented premises at any time to do what is necessary for the purposes of repairing, replacing and/or maintaining the rented premises.

E. Renter may not store any materials, equipment, inventory, or other property in the Courtroom and must immediately remove all of Renter's property following each use of the Courtroom. Renter must repair any damage to the rented premises caused by Renter, its employees, guests, and invitees. Renter, at its expense, shall keep the

rented premises in good repair and condition, and in a safe, sanitary, orderly, and sightly condition.

F. Notwithstanding anything to the contrary, Renter's activity will not unreasonably interfere, as determined solely by the Municipal Court Judge, with operation of the Court.

G. Renter is renting the Courtroom "AS IS" in its present condition. Owner makes no representation or warranties with respect to the present or future condition, or suitability for a particular use of the rented premises or the Court. Owner shall be under no obligation to maintain the Court or any part thereof in a particular location or condition. If the Court shall permanently close or relocate, the Renter may terminate this Agreement upon thirty (30) days prior written notice given to Owner.

5. Signs:

Renter shall not erect, paint, or maintain any permanent signs whatsoever upon the rented premises without first securing the written consent of the Owner. Any such signs shall comply with all ordinances and regulations of the Owner or standards which might be developed by the Court.

6. Right of Inspection:

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

7. Assumption of Risk:

Renter assumes all risk of loss, damage, injury, and liability for the same that may occur to Renter, Renter's guests, and Renter's property in or upon the rented premises and Owner shall not be liable or responsible for any such loss, damage, or injury, regardless of the cause thereof, including, without limitation, the negligence of Owner, its officers, agents, or employees.

8. Waivers and Hold Overs:

No provision of this Agreement may be waived except by an agreement signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Should Renter hold over the use of or continue to occupy the rented premises after the termination or cancellation of this Agreement, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same conditions as provided in this Agreement, subject to termination upon seven (7) days prior written notice.

9. Inconvenience During Construction:

Renter recognizes that from time to time it will be necessary for the Owner to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Court in order that the Court and its facilities be suitable for their given purpose, which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Renter's operations in the Courtroom. Renter agrees that no liability shall attach to Owner, its officers, agents, employees, contractors, subcontractors, and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Renter waives any right to claim damages or other consideration therefor.

10. Assignments and Subletting:

Renter shall not assign this Agreement or any interest therein nor sublet the rented premises or any portion thereon without the prior written consent of Owner, which may be granted or denied within its sole and absolute discretion.

11. Renter's Default:

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

(1) Failure of Renter to pay in full all delinquent installments of rent and/or combined service fees for a period of forty-five (45) days after written notice and demand therefor are given by Owner to Renter.

(2) Failure of Renter to perform or comply with any obligation, covenant or agreement of Renter hereunder other than payment of money for a period of thirty (30) days after written notice specifying such failure is given by Renter to Owner, except that if such obligation, covenant or agreement is not capable of being performed within said thirty (30) day period, Renter shall not be in default if Renter shall commence such performance within said thirty (30) day period and thereafter prosecute the same with diligence and continuity to completion.

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

(1) Terminate this Agreement by seven (7) days prior written notice given to Renter specifying the date of termination and Renter shall within said seven (7) day period vacate the rented premises and surrender possession thereof to Owner.

12. Notices:

All notices, required to be given to Owner hereunder, shall be in writing and be sent by certified mail to Pueblo Municipal Court, 200 South Main Street, Pueblo, Colorado 81003.

All notices required to be given to Renter hereunder shall be in writing and sent by certified mail, addressed to _____, provided that either party may designate in writing from time to time subsequent or supplementary persons or addresses in connection with said notices. The effective date or service of any such notice shall be the date such notice is mailed by Renter or Owner.

13. Law, Rules, Regulations, and Conditions:

A. Renter, its officers, agents, and employees shall faithfully observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now existing or hereafter adopted relating to the use and occupancy of the Court or rented premises including without limitation the Pueblo Municipal Code.

B. Renter, its officers, agents, and employees shall faithfully observe and comply with all minimum standards and rules regulating operations and activities from and upon the Court adopted from time to time by Owner. Such minimum standards and rules shall not be applied arbitrarily, discriminatorily, or unreasonably. Except with respect to matters of public health and safety, if any provision of this Agreement shall conflict with any provision of the minimum standards and rules adopted or amended by Owner after commencement date, the conflicting provision of this Agreement shall control.

C. Renter agrees not to use the rented premises for commercial or residential uses and that all uses shall be substantially related to workers' compensation procedures.

D. It is expressly understood by Renter that security within the Court is vital. Renter, its employees, guests, and invitees shall comply with all security requirements of Owner and directions issued by Owner's staff. Violation of Court security rules as now, or in the future may, exist shall be grounds for immediate termination of this Agreement.

14. Nondiscrimination Assurances

A. The Renter, for itself, its successors and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that (i) no person on the grounds of race, color, religion, sex, sexual orientation, disability or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the rented premises; (ii) that in construction of any improvements on, over or under such land and the furnishing of services thereon, no person on the grounds of race, color, religion, sex, sexual orientation, disability, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination; and (iii) that the Renter shall use the rented premises in compliance with all other requirements imposed by or pursuant to local, state, and federal law, and as such may be amended.

B. Renter agrees to operate the rented premises for the use and benefit of the public and to furnish good, prompt, and efficient services adequate to meet all the demands for its services at the Court, to furnish service on a fair, equal and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided that Renter may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

15. Miscellaneous:

A. This Agreement and all of its covenants and provisions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, subtenants, and approved assigns.

B. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

C. Nothing in this Agreement is intended to nor shall be deemed to constitute a partnership or joint venture between the parties, or to create any agency or partner relationship between the parties. Neither party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Agreement.

D. Nothing in this Agreement 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 upon the Owner 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.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the Effective Date.

OWNER:

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By_____
Nicholas A. Gradisar

Title: Mayor

RENTER:

COLORADO DEPARTMENT OF
PERSONNEL & ADMINISTRATION,
OFFICE OF ADMINISTRATIVE COURTS

Rich Robinett Digitally signed by Rich Robinett Date: 2022.04.20 16:25:59 -06'00'

By _____
Rich Robinett

Title: Department Controller

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 13, 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 (1) A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS SELLER, AND INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS BUYER, AND (2) A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS BUYER, AND INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS SELLER, RELATING TO RFP 22-017 FOR THE SALE OF PROPERTY LOCATED IN "THE BLUFFS" SECTION OF "THE BLOCKS"

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign (1) an agreement for the City to sell 2 parcels of unimproved land located to InhabX, LLC, a Colorado limited liability company ("Company") and (2) an agreement for the City to purchase a parcel of unimproved land from the Company. All 3 parcels are located in "the Bluffs" section of "the Blocks."

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

On February 4, 2022, the City's Purchasing Department issued RFP 22-0017 for the sale of the following 2 parcels of unimproved land located in "the Bluffs" section of "the Blocks." The Company was the successful bidder, as follows:

Assessor Parcel Number	Square Feet	Bid Amount
536320007	11,200	$4,000.00
536306001	5,300	2,000.00

The Company's bid also included an offer to transfer Parcel No. 536208004, consisting of approximately 39,500 square feet, to the City for no consideration.

FINANCIAL IMPLICATIONS:

The City will receive $6,000.00 plus Parcel No. 536208004. Title insurance premiums and closing costs will be paid by both the City and the Company, respectively.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to sell the 2 parcels to the Company.

RECOMMENDATION:

Approval of this Ordinance.

Attachments:
Proposed Ordinance;
2 proposed Contracts to Buy and Sell Real Estate and proposed Special Warranty Deeds

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE (1) A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS SELLER, AND INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS BUYER, AND (2) A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS BUYER, AND INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS SELLER, RELATING TO RFP 22-017 FOR THE SALE OF PROPERTY LOCATED IN "THE BLUFFS" SECTION OF "THE BLOCKS

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

SECTION 1.

The following two (2) Contracts to Buy and Sell Real Estate ("Agreements") between the City of Pueblo, a Colorado municipal corporation ("City") and InhabX, LLC, a Colorado limited liability company ("Company"), both dated June 27, 2022, relating to the following real estate parcels, copies of which are attached hereto and are incorporated herein by this reference, having been approved as to form by the City Attorney, are hereby approved:

Assessor Parcel Number	Seller	Buyer
536320007	City	Company
536306001	City	Company

Assessor Parcel Number	Seller	Buyer
536208004	Company	City

The Mayor is authorized to execute and deliver said Agreements in the name of the City and the City Clerk is authorized to afix the seal of the City thereto and attest same. The Mayor is further authorized to execute and deliver Special Warranty Deeds and related documents at closing, selling the properties owned by the City, and purchasing the property owned by the Company, as identified in and in the manner described in the attached Agreements.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreements 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

AGREEMENT TO BUY AND SELL REAL ESTATE

THIS AGREEMENT ("Agreement") is made the 27th day of June, 2022, between the City of Pueblo, a Colorado municipal corporation (hereinafter called the "City"), and InhabX, LLC, a Colorado limited liability company (hereinafter called the "Company"). Company and City are sometimes referred to herein as a "Party" and collectively, as the "Parties."

1. Property Defined. Subject to satisfaction of the terms and conditions contained in this Agreement, the City agrees to sell and convey to the Company and the Company agrees to purchase from the City, all that certain plat, piece, and unimproved parcels of land (the "Property") described as follows:

Assessor Parcel Number
536320007
536306001

The Property shall be conveyed by Special Warranty Deed ("Deed"). The Property shall be conveyed subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and the zoning and subdivision regulations and resolutions of the City and the Permitted Exceptions (as hereinafter defined), which shall be listed as exceptions in Exhibit A to the Special Warranty Deed.

2. Purchase Price. City and Company agree that the total purchase price shall be as follows, to be paid as provided in, and subject to, Paragraph 7 below (the "Purchase Price"):

Assessor Parcel Number	Square Feet	Bid Amount
536320007	11,200	$4,000.00
536306001	5,300	$2,000.00

3. Payment of Purchase Price. The Purchase Price for the Property shall be paid at Closing (as hereinafter defined).

4. Title Commitment and Policy. No later than 10 days after the Effective Date, City shall order and obtain, and deliver to Company , at City's expense, a current commitment for extended coverage title insurance in the amount of Fifty Thousand Dollars ($50,000.00) together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by City, and reasonably acceptable to Company, authorized to issue title insurance in the state of Colorado (the "Title Company") on the current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Company. Company shall have the right to review the Title Commitment and the title documents and notify City in writing of any title objections to the title exceptions set forth in the Title Commitment. City shall have five (5) days from receipt of notice of such objections within which to eliminate or modify (or agree in writing to so eliminate or modify) any such unacceptable

exceptions or items to the reasonable satisfaction of Company, but City shall have no obligation whatsoever to so eliminate or modify any such unacceptable exceptions or items. In the event that City is unable or unwilling to eliminate or modify (or agree in writing to so eliminate or modify) such unacceptable items to the reasonable satisfaction of Company on or before the expiration of said five (5) day period, City shall notify Company in writing of such fact within said five (5) day period or be deemed to have so notified Company with respect to all such unacceptable items not theretofore cured upon the fifth (5th) day of said period. In such event, Company shall, prior to the Closing Date either (i) waive such objections and accept title to the Property subject to title exceptions set forth in the Title Commitment to which Company did not object and to such unacceptable items (the "Permitted Exceptions"), or (ii) terminate this Agreement by written notice to City, whereupon this Agreement shall automatically be terminated and of no further force and effect, except as otherwise expressly set forth herein. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Company the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring Company's title to the Property consistent with the Title Commitment subject only to taxes and assessments for the year of Closing and subsequent years and the Permitted Exceptions. At Closing, City shall pay the premium for the Title Policy. Company may obtain such other endorsements to the Title Policy as Company desires, at the expense of Company, except for endorsements obtained at City's cost. City shall provide such affidavits or certificates, and pay such expenses, as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

5. Transfer of Title. Subject to payment of the Purchase Price, compliance by Company with the other terms and provisions hereof, City shall execute and deliver to Company at Closing a Special Warranty Deed conveying marketable fee title to the Property to Company free of financing, mortgage, judgment and tax liens, subject to taxes and assessments for the year of Closing and subsequent years, subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and resolutions of the City of Pueblo and subject to the Permitted Exceptions which shall include all matters shown on the Title Commitment accepted by Company.

6. Closing Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held on a date and time as agreed by City and Company. The Closing shall take place in the offices of the Title Company issuing the Title Commitment and the Title Policy.

7. Conditions Precedent to Closing. The sale and purchase contemplated by this Agreement is contingent upon the full completion of the Company's performance under that certain Contract to Buy and Sell Real Estate between the Parties of even date herewith, by Company conveying the following real property to the City:

Assessor Parcel Number	Seller	Buyer
536208004	Company	City

8. Closing Costs, Documents and Services. Company and City shall sign and complete all customary or required documents at or before Closing. Fees for real estate closing services, if any, shall be paid at Closing, one-half by Company and one-half by City.

9. Prorations. General taxes and assessments for the year of Closing, if any (which shall be based on the taxes for the calendar year immediately preceding Closing), water, sewer, utility charges and other usual and customary items shall be prorated between City and Company as of the Closing Date.

10. Possession. Possession of the Property shall be delivered to Company by City on the Closing Date.

11. Time of Essence/Default and Remedies. Time is of the essence hereof. If any obligation required to be performed prior to Closing (and including the obligation to close) is not performed there shall be the following exclusive remedies:

(a) If Company is in Default: In the event Company defaults in the performance of its obligations hereunder, City shall have the right to (i) terminate this Agreement upon written notice to Company or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not damages. Such violations may be restrained or such obligations enforced by injunction at the instance and request of Company without the showing of any special damages or an inadequate remedy at law.

(b) If City is in Default: In the event City defaults in the performance of its obligations hereunder, Company shall have the right to (i) terminate this Agreement by written notice to City or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained or such obligations enforced by injunction at the instance and request of Company without the showing of any special damages or an inadequate remedy at law.

(c) Costs and Attorneys' Fees. Anything to the contrary herein notwithstanding, in the event of any action or litigation arising out of this Agreement, the court shall award to the prevailing party all reasonable costs and expenses, including reasonable attorneys' fees.

12. Representations and Warranties of City. The City represents and warrants to Company as follows:

(a) City has full power, capacity and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by City under this Agreement and to perform its obligations hereunder.

(b) This Agreement has been, duly authorized, executed and delivered by City and constitutes the legal, valid and binding obligation of City, enforceable against City in accordance with its terms.

(c) City is not a party to any judicial, administrative, arbitration or other similar proceedings relating in any manner to the Property or to City's interest therein or that may detrimentally affect City's ability to perform its obligations under this Agreement or the ability of persons who acquire portions of the Property to develop, own or operate the Property. City has not received notice of (and to City's knowledge there is no basis for) any pending or threatened claims, actions, suits or other proceedings of the nature described in the immediately preceding sentence, nor are any such claims, actions, suits or other proceedings anticipated by City.

(d) To City's knowledge, there are no violations of laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions or agreements applicable to the Property. City has not received notice from any governmental or other agency or any other person with respect to any such violations concerning the Property.

(e) There are no Agreements or other obligations outstanding for the sale, lease or transfer of all or any part of the Property.

(f) There is no default, nor has any event occurred which, with the passage of time, the giving of notice or both, would constitute a default under any agreement, contract, mortgage, deed of trust or other instrument which relates to City's interest in the Property, to the Property itself, or which affects the Property in any manner that would have a material adverse effect on the Company.

(g) To the best of City's information, knowledge and belief: (i) the Property is in compliance with all applicable state and federal environmental laws, regulations, ordinances, rules and orders (collectively, "Environmental Laws"); (ii) there are no pending or threatened judicial or administrative proceedings of any kind with respect to the Property alleging the violation or potential violation of any Environmental Law nor any pending or threatened investigations of any matters relating to any Environmental Laws with respect to the Property; (iii) there exists no release or threatened release of any hazardous, toxic or otherwise regulated substance, waste, contaminant or material (collectively "Hazardous Materials"), as such terms are defined in any applicable Environmental Law, on, in or at the Property, or any part thereof; (iv) the Property has not been used as a dump site, a storage site for solid wastes or the location of above ground or underground fuel or storage tanks; and (v) that Hazardous Materials are not currently present on or have at any time been stored or used on the Property in violation of any Environmental Laws.

13. Representations and Warranties of Company. Company represents, warrants and covenants as follows:

(a) Company has full power, capacity and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by Company under this Agreement and to perform its obligations hereunder.

(b) This Agreement will have been duly authorized, executed and delivered by Company and constitutes the legal, valid and binding obligation of Company, enforceable against Company in accordance with its terms.

14. Notices. Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by the United States Postal Service, by registered or certified mail, postage prepaid, or reputable national overnight courier service:

(a) If to City, addressed to:

Mayor
City of Pueblo

1 City Hall Place, 2nd Floor
Pueblo, Colorado 81003

with a copy to: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, Colorado 81003

(b) If to Company, addressed to:

InhabX, LLC
Attn: John Wark
2311 S. Prairie Ave.
Pueblo, CO 81005

or to such other address or person as any party may from time to time specify in a writing delivered to the other party in the manner provided in this paragraph. Any notice shall be deemed delivered on the day on which personal delivery is effected or three (3) days after deposit in the mail in the case of registered or certified mail, and one (1) business day after delivery in the case of overnight courier.

15. Assignment. This Agreement and the rights granted to Company hereunder may be assigned as follows:

15.1. Internal Assignments. Notwithstanding anything in this Agreement to the contrary, Company has the right to assign this Agreement, without City's consent, to a parent, subsidiary, or affiliate of Company, to a company that has been merged or consolidated with Company, or to a company acquiring all or substantially all of Company 's physical assets, provided Company (or the resulting entity of any merger or consolidation) remains fully liable hereunder.

15.2. Outside Assignment Requirements. It shall be necessary for Company to obtain City's prior, written consent to any other proposed assignment of this Agreement. However, City's consent must not be unreasonably or unduly withheld, conditioned, or delayed, provided, however, that City may withhold consent thereto if in the exercise of its sole judgment it determines that:

15.2.1. Financial Condition. The financial condition of the proposed assignee is not consistent with the extent of the obligations undertaken by the proposed assignment.

Except as so restricted, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and permitted assigns.

16. Modification. No subsequent modification of any of the terms of this Agreement shall be valid or binding upon the Parties or enforceable unless made in writing and signed by the Parties.

17. Entire Agreement. All understandings and agreements heretofore had between the Parties hereto considering the subject matter hereof are merged into this Agreement and the that certain Contract to Buy and Sell Real Estate between the Parties of even date herewith (identified in Section 7 *supra.)* which alone fully and completely express the agreement and

understanding of the Parties with respect to the Property. Said agreements are entered into after full investigation, neither Party relying upon any statement or representation, not embodied in this Agreement or the aforesaid other agreements, made by the other Party.

18. Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

19. Validity. If any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

20. Broker. Company and City represent and warrant to each other that no broker or finder has been engaged by such Party in connection with this transaction. City agrees to indemnify, defend and hold Company harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Company by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of City. Company agrees to indemnify, defend and hold City harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against City by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Company .

21. Applicable Law. This Agreement will be construed and enforced in accordance with the laws of the State of Colorado (without giving effect to its choice of law principles).

22. Interpretation. Whenever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders. In addition, the Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or amendments hereto.

23 Survival of Representations. The representations, warranties, covenants and agreements of Company and City in this Agreement are and shall be construed to be covenants running with the Property, shall survive the Closing of the transaction contemplated hereby and recordation of the Special Warranty Deed and may be enforced by either Company or City after Closing Date and shall not be merged or be deemed to be merged into the Special Warranty Deed.

24. Third Parties. Company and City and their respective successors and permitted assigns are the only parties to this Agreement and are the only parties entitled to enforce this Agreement. Nothing contained in this Agreement nor any provision hereof is intended to give or shall be construed to give or confer, directly or indirectly, or otherwise, upon any third party any right, remedy or benefit hereunder.

25. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT CITY IS NOT MAKING AND HAS NOT AT ANY TIME

MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, TITLE (OTHER THAN CITY'S SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE SPECIAL WARRANTY DEED), ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, BUT NOT LIMITED TO, HAZARDOUS MATERIALS CONTAMINATION), UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. COMPANY ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT AND THE SPECIAL WARRANTY OF TITLE TO BE SET FORTH IN THE SPECIAL WARRANTY DEED, UPON CLOSING CITY SHALL SELL AND CONVEY TO COMPANY AND COMPANY SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." COMPANY AND CITY AGREE THAT THE PROVISIONS OF THIS PARAGRAPH 25 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THE RECORDING OF THE SPECIAL WARRANTY DEED HEREUNDER.

26. Venue and Waiver of Trial by Jury. CITY AND COMPANY HEREBY IRREVOCABLY SUBMIT TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF THE DISTRICT COURT, PUEBLO COUNTY, STATE OF COLORADO IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING SHALL BE HEARD AND DETERMINED IN THE DISTRICT COURT OF PUEBLO COUNTY, STATE OF COLORADO. COMPANY AND CITY AGREE THAT THE PROVISIONS OF THIS PARAGRAPH 26 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THE RECORDING OF THE SPECIAL WARRANTY DEED HEREUNDER. TO THE FULL EXTENT PERMITTED BY LAW, COMPANY AND CITY WAIVE THEIR RIGHTS TO A TRIAL BY JURY.

27. Waiver. The waiver or failure to enforce any provision of this Agreement shall not operate as a waiver of any future breach of any such provision or any other provision hereof.

28. Recording. Neither Party shall record this Agreement or any short form memorandum of this Agreement.

29. Limitations on Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY ACTUAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF A BREACH OF THIS AGREEMENT. IN THE EVENT OF A BREACH OF THIS AGREEMENT, THE SOLE REMEDY AVAILABLE TO THE NON-BREACHING PARTY SHALL BE LIMITED TO SPECIFIC PERFORMANCE.

30. Counterparts. This Agreement may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

Executed at Pueblo, Colorado, the day and year first above written.

CITY:

CITY OF PUEBLO, CO
A MUNICIPAL CORPORATION

By: _____
Mayor

ATTESTED BY: _____
City Clerk

COMPANY:

InhabX, LLC
A Colorado limited liability company

_____
By: (Signature)
John Wark
President and Manager

CONTRACT TO BUY AND SELL REAL ESTATE

This Contract to Buy and Sell Real Estate ("Agreement") is made and entered into this 27th day of June, 2022 by and between the City of Pueblo, a Colorado municipal corporation (hereinafter "Buyer") and InhabX, LLC, a Colorado limited liability company (hereinafter "Seller"). Buyer and Seller are sometimes referred to herein as a "Party" and collectively, as the "Parties."

1. Property Defined. Seller agrees to sell and convey to the Buyer and the Buyer agrees to purchase from Seller, that certain plat, piece, and parcel of land having the following legal description:

Assessor Parcel Number
536208004

County of Pueblo, State of Colorado (the "Property"). The Property shall be conveyed by Special Warranty Deed ("Deed") subject to the zoning and subdivision regulations and resolutions of the City of Pueblo and the Permitted Exceptions (as hereinafter defined).

2. Purchase Price and Terms. The Purchase Price for the Property shall be Ten Dollars ($10.00) payable at Closing (as hereinafter defined).

3. Evidence of Title.

(a) Title Commitment and Policy. Prior to the Closing Date (as defined in Paragraph 5 below) Seller shall order and obtain, at Seller's expense, a current commitment for extended coverage title insurance in the amount of $50,000.00, together with legible copies of all documents listed as exceptions therein, and a current certificate of taxes due with respect to the Property, from a title company selected by Buyer and reasonably acceptable to Seller authorized to issue title insurance in the State of Colorado (the "Title Company"), on the current standard form of extended ALTA Owners Policy (collectively, the "Title Commitment"). The Title Company shall promptly provide copies of any amendments or modifications of the Title Commitment to Buyer and Seller. At Closing or as soon as reasonably practicable after Closing, the Title Company shall issue and deliver to Buyer the owner's title insurance policy referred to above (the "Title Policy"), issued by the Title Company insuring Buyer's title to the Property consistent with the Title Commitment and subject only to taxes and assessments for the year of Closing and subsequent years. At Closing, Seller shall pay the premium for the Title Policy. Buyer may obtain such other endorsements to the Title Policy as Buyer desires, at the expense of Buyer. Seller shall provide such affidavits or certificates as may be required by the Title Company to remove all liens, including, without limitation, mechanics' or materialmen's liens, as exceptions to the Title Policy.

(b) Title Defects and Objections. Buyer will have twenty (20) days from the date of receipt of the Title Commitment, whichever shall last occur, but in no event later than the expiration of the Inspection Period (as defined in Paragraph 4 below), to notify Seller in writing of any objections to any items identified in the Title Commitment, or of any other objections as to title matters. Seller will have until fifteen (15) days after receipt of Buyer's written objections ("Seller's Cure Period") to elect, at its reasonable discretion, to cure all items to which Buyer has objected, cause such items to be modified in a manner which is reasonably satisfactory to Buyer or to advise Buyer that Seller does not intend to cure such items. Alternatively, within the Seller's Cure Period, Buyer at Buyer's cost may elect to obtain one or more endorsements to the Title

Commitment, in a form reasonably acceptable to Buyer, providing title insurance protection with regard to any objections raised by Buyer. If Seller fails to cure to the reasonable satisfaction of Buyer any written objection by Buyer of which Seller has been given notice in accordance with this subparagraph (b), or elects not to cure, then Buyer may elect, as its sole remedy to either (i) waive the objection by written notice to Seller within ten (10) days after expiration of Seller's Cure Period and proceed to Closing as herein provided, or (ii) terminate this Agreement by written notice to Seller, in which case the Parties will be released from all obligations hereunder, except for any obligations that expressly survive the termination of this Agreement. Buyer shall have ten (10) business days after receipt of any amendment or update to the Title Commitment to object to any changes in the same fashion as objections to the initial Title Commitment under this subparagraph (b). Anything above to the contrary notwithstanding, Seller shall be obligated to, and shall cause all financing, mortgage, judgment and tax liens to be removed as title exceptions prior to or concurrently with Closing.

4. Inspection. Commencing on the Effective Date and continuing for Thirty (30) days thereafter (the "Inspection Period"), Buyer, its agents, consultants and employees, shall have the right to enter and access the Property at reasonable times and upon reasonable advance notice for the purpose of making such inspections, studies, tests and investigations ("Testing") as Buyer may elect and which it deems necessary to determine the suitability of the Property for Buyer's intended use. All such Testing shall be performed by Buyer or its agents or employees at Buyer's sole cost and expense. Buyer shall indemnify, defend and hold Seller and the Property harmless from and against any and all direct costs, liabilities, claims, demands, actions and expenses arising from or in connection with such Testing and, in the event Buyer does not close on the purchase of the Property, Buyer shall repair any damage to the Property or improvements thereon caused by such Testing. This indemnification shall not be deemed to apply to costs, liabilities, claims, demands, actions or expenses arising from Seller's negligent acts or omissions or any pre-existing condition (including, without limitation, environmental conditions) within the Property. If Buyer is not satisfied with the physical condition of the Property, Buyer may terminate this Agreement by written notice given to Seller prior to the expiration of the Inspection Period.

5. Date of Closing. The closing of Buyer's purchase of the Property ("Closing") shall take place within Sixty (60) days after the Effective Date of this Agreement or at an earlier date as mutually agreed to by the Parties ("Closing Date") and the hour and place of Closing shall be mutually agreed upon by the Parties.

6. Transfer of Title. Subject to payment of the Purchase Price, compliance by Buyer with the other terms and provisions hereof, and the occurrence or waiver by Buyer of the Conditions Precedent to Closing defined and described in Paragraph 7, Seller shall execute and deliver to Buyer at Closing a Special Warranty Deed conveying marketable fee simple title to the Property to Buyer free of financing, mortgage, judgment and tax liens, subject only to the Permitted Exceptions which shall include all matters shown on the Title Commitment accepted by Buyer.

7. Additional Conditions Precedent to Closing. The sale and purchase contemplated by this Agreement is contingent upon occurrence of all the following prior to Closing Date (collectively, the "Conditions Precedent to Closing"):

(a) City Council of Buyer, as its governing body, approving this Agreement on

or before Closing.

(b) The results of inspection and testing do not indicate any conditions which are deemed unacceptable to Buyer, in Buyer's sole and absolute discretion.

(c) The sale and purchase contemplated by this Agreement is contingent upon the full completion of the City's performance under that certain Contract to Buy and Sell Real Estate between the Parties of even date herewith, by the City conveying the following real property to the Company:

Assessor Parcel Number	Square Feet	Bid Amount
536320007	11,200	$4,000.00
536306001	5,300	$2,000.00

In the event any of the Conditions Precedent to Closing are not satisfied on or before five (5) days before the Closing Date, Buyer may by notice given to Seller not less than least five (5) days prior to Closing Date that Buyer will (i) waive any or all of the above conditions in writing delivered to Seller and close the sale and purchase of the Property, or (ii) elect to terminate this Agreement, in which event each party will be released from all obligations under this Agreement.

8. Closing Costs, Documents and Services. Buyer and Seller shall sign and complete all customary or required documents at or before Closing. Fees for real estate closing services, if any, shall be paid at Closing, one-half by Seller and one-half by Buyer.

9. Prorations. Estimated general taxes and assessments for the year of Closing, if any (which shall be based on the taxes for the calendar year immediately preceding Closing) shall be prorated and paid by Seller on the Closing Date.

10. Possession. Possession of all portions of the Property shall be delivered to the Buyer as of the Closing Date.

11. Time of Essence/Default and Remedies. Time is of the essence hereof. If any obligation required to be performed prior to Closing (and including the obligation to close) is not performed there shall be the following exclusive remedies:

(a) If Buyer is in Default: In the event Buyer defaults in the performance of its obligations hereunder, Seller shall have the right to (i) terminate this Agreement by written notice to Buyer or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained or such obligations enforced by injunction, without the posting of a bond, at the instance and request of Seller without the showing of any special damages or an inadequate remedy at law.

(b) If Seller is in Default: In the event Seller defaults in the performance of its obligations hereunder, Buyer shall have the right to (i) terminate this Agreement by written notice to Seller or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained or such obligations

enforced by injunction, without the posting of a bond, at the instance and request of Buyer without the showing of any special damages or an inadequate remedy at law.

(c) Costs and Attorneys' Fees. Anything to the contrary herein notwithstanding, in the event of any action or litigation arising out of this Agreement, the court shall award to the prevailing party all reasonable costs and expenses, including reasonable attorneys' fees. Exclusive venue and jurisdiction for any such litigation shall be in the District Court in and for Pueblo County, Colorado and to the maximum extent permitted by law, Buyer and Seller hereby waive their right to a trial by jury. The provisions of this subparagraph (c) shall survive Closing or termination of this Agreement.

12. Representations and Warranties of Seller. Seller represents and warrants to Buyer as follows:

(a) Seller has full power, capacity and authority to execute and deliver this Agreement and all other documents required to be executed and delivered by Seller under this Agreement and to perform its obligations hereunder.

(b) This Agreement has been, duly authorized, executed and delivered by Seller and constitutes the legal, valid and binding obligation of Seller, enforceable against Seller in accordance with its terms.

(c) Seller is not a party to any judicial, administrative, arbitration or other similar proceedings relating in any manner to the Property or to Seller's interest therein or that may detrimentally affect Seller's ability to perform its obligations under this Agreement or the ability of persons who acquire portions of the Property to develop, own or operate the Property. Seller has not received notice of (and to Seller's knowledge there is no basis for) any pending or threatened claims, actions, suits or other proceedings of the nature described in the immediately preceding sentence, nor are any such claims, actions, suits or other proceedings anticipated by Seller.

(d) To Seller's knowledge, there are no violations of laws, rules, regulations, ordinances, codes, covenants, conditions, restrictions or agreements applicable to the Property. Seller has not received notice from any governmental or other agency or any other person with respect to any such violations concerning the Property.

(e) There are no Agreements or other obligations outstanding for the sale, lease or transfer of all or any part of the Property.

(f) There is no default, nor has any event occurred which, with the passage of time, the giving of notice or both, would constitute a default under any agreement, contract, mortgage, deed of trust or other instrument which relates to Seller's interest in the Property, to the Property itself, or which affects the Property in any manner that would have a material adverse effect on the Buyer.

(g) To the best of Seller's information, knowledge and belief: (i) the Property is in compliance with all applicable state and federal environmental laws, regulations, ordinances, rules and orders (collectively, "Environmental Laws"); (ii) there are no pending or threatened judicial or administrative proceedings of any kind with respect to the Property alleging the violation

or potential violation of any Environmental Law nor any pending or threatened investigations of any matters relating to any Environmental Laws with respect to the Property; (iii) there exists no release or threatened release of any hazardous, toxic or otherwise regulated substance, waste, contaminant or material (collectively "Hazardous Materials"), as such terms are defined in any applicable Environmental Law, on, in or at the Property, or any part thereof; (iv) the Property has not been used as a dump site, a storage site for solid wastes or the location of above ground or underground fuel or storage tanks; and (v) that Hazardous Materials are not currently present on or have at any time been stored or used on the Property in violation of any Environmental Laws.

13. Representations and Warranties of Buyer. Buyer represents, warrants and covenants as follows:

(a) Buyer has full power, capacity and authority to execute and deliver this Contract and all other documents required to be executed and delivered by Buyer under this Agreement and to perform its obligations hereunder.

(b) Subject to approval by Buyer's City Council, this Agreement will have been duly authorized, executed and delivered by Buyer and constitutes the legal, valid and binding obligation of Buyer, enforceable against Buyer in accordance with its terms.

14. Seller Covenants. Commencing on the Effective Date and until the first to occur of Closing or termination of this Agreement, Seller shall not (a) lease, sell, convey or further encumber any portion of the Property, (b) consent to any zoning or other change affecting the use of the Property, except for those requested or approved by Buyer, or (c) cause any other changes which affect the condition of Seller's title to the Property or would otherwise be reasonably likely to adversely impact the condition of the Property or Buyer's intended use thereof.

15. Notices. Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by the United States Postal Service, by registered or certified mail, postage prepaid, or reputable national overnight courier service:

(a) If to Buyer, addressed to:

Mayor
1 City Hall Place, 2nd Floor
Pueblo, CO 81003

with a copy to:

City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81003

(b) If to Seller, addressed to:

InhabX, LLC
Attn: John Wark
2311 S. Prairie Ave.

Pueblo, CO 81005

or to such other address or person as any Party may from time to time specify in a writing delivered to the other Party in the manner provided in this paragraph. Any notice shall be deemed delivered on the day on which personal delivery is effected or three (3) days after deposit in the mail in the case of registered or certified mail, and one (1) business day after deposit in the case of overnight courier.

16. Assignment. This Agreement and the rights granted to Buyer hereunder may not be assigned by Seller without Buyer's express, written consent, which consent may be withheld in the sole and absolute discretion of Buyer. Except as so restricted, this Agreement shall inure to the benefit of and be binding upon the Parties and their respective successors and assigns.

17. Modification. No subsequent modification of any of the terms of this Agreement shall be valid or binding upon the Parties or enforceable unless made in writing and signed by the Parties.

18. Entire Agreement. This Agreement constitutes the entire agreement between the Parties relating to the subject matter hereof, and any prior statements, representations or agreements pertaining thereto, whether oral or written, have been merged and integrated into this Agreement.

19. Captions. The captions in this Agreement are inserted for convenience of reference only and in no way define, describe or limit the scope or intent of this Agreement or any of the provisions hereof.

20. Validity. If any provision of this Agreement shall be held to be invalid or unenforceable, the same shall not affect in any respect whatsoever the validity or enforceability of the remainder of this Agreement.

21. Broker. Buyer and Seller represent and warrant that they shall each pay their respective brokers or real estate agents, if any, in connection with this transaction. Seller agrees to indemnify, defend and hold Buyer harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Buyer by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Seller. Buyer agrees to indemnify, defend and hold Seller harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Seller by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Buyer.

22. Applicable Law. This Agreement shall be construed and enforced in accordance with the laws of the State of Colorado (without giving effect to its choice of law principles).

23. Interpretation. Whenever the context so requires, the singular number shall include the plural and the plural the singular, and the use of any gender shall include all genders.

24. Survival of Representations. The representations, warranties, covenants and agreements of Buyer and Seller in this Agreement are and shall be construed to be covenants running with the Property, shall survive the Closing of the transaction contemplated hereby and recordation of the Special Warranty Deed, may be enforced by either Buyer or Seller after Closing Date, and shall not be merged or be deemed to be merged into the Special Warranty Deed.

25. Third Parties. Buyer and Seller and their respective successors and permitted assigns are the only parties to this Agreement and are the only parties entitled to enforce this Agreement. Nothing contained in this Agreement nor any provision hereof is intended to give or shall be construed to give or confer, directly or indirectly, or otherwise, upon any third party any right, remedy or benefit hereunder.

26. Counterparts and Facsimile Signatures. This Agreement may be executed in multiple counterparts, which taken together shall be deemed one original.

27. Exclusivity. In consideration of the time and resources which the Buyer will devote to the transactions contemplated herein, Seller agrees that for a period of One Hundred Fifty (150) after the effective date of this Agreement or the earlier termination of this Agreement, Seller will not, directly or indirectly, solicit, initiate or enter into discussions or transactions with, or encourage, or provide any information to, any individual, entity or group (other than to Buyer and Buyer's designees) concerning any sale or lease of the Property or any similar transaction or alternative. The provisions of this Paragraph shall not be construed to prohibit Seller or Buyer from discussing the transaction contemplated herein with their attorneys or other consultants.

28. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, TITLE ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, BUT NOT LIMITED TO, HAZARDOUS MATERIALS CONTAMINATION), UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. BUYER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT UPON CLOSING SELLER SHALL SELL AND CONVEY TO BUYER AND BUYER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." SELLER AND BUYER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH 28 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THE RECORDING OF THE DEED HEREUNDER.

29. Venue and Waiver of Trial by Jury. BUYER AND SELLER HEREBY IRREVOCABLY SUBMIT TO THE PERSONAL AND SUBJECT MATTER JURISDICTION OF THE DISTRICT COURT, PUEBLO COUNTY, STATE OF COLORADO IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT AND HEREBY IRREVOCABLY AGREE THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR

PROCEEDING SHALL BE HEARD AND DETERMINED IN THE DISTRICT COURT OF PUEBLO COUNTY, STATE OF COLORADO. BUYER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH 29 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT.TO THE FULL EXTENT PERMITTED BY LAW, BUYER AND SELLER WAIVE THEIR RIGHTS TO A TRIAL BY JURY.

30 Limitations on Liability. NEITHER PARTY SHALL BE LIABLE FOR ANY ACTUAL, CONSEQUENTIAL, INCIDENTAL, PUNITIVE, SPECIAL, EXEMPLARY OR INDIRECT DAMAGES (INCLUDING LOSS OF PROFITS) ARISING OUT OF A BREACH OF THIS AGREEMENT. IN THE EVENT OF A BREACH OF THIS AGREEMENT, THE SOLE REMEDY AVAILABLE TO THE NON-BREACHING PARTY SHALL BE LIMITED TO SPECIFIC PERFORMANCE.

Executed at Pueblo, CO as of the day and year first above written.

BUYER:

CITY OF PUEBLO, COLORADO
a Colorado municipal corporation

By: _____
MAYOR

ATTESTED BY: _____
CITY CLERK

SELLER:

InhabX, LLC
A Colorado limited liability company

_____
By: (Signature)
John Wark
President and Manager

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: June 13, 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 A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND BLUFFS OPPORTUNITY ZONE BUSINESS, LLC, A COLORADO LIMITED LIABILITY COMPANY, FOR THE SALE OF PROPERTY LOCATED IN THE DELAVAN PLACE SUBDIVISION OF THE COUNTY OF PUEBLO, STATE OF COLORADO

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an agreement for the City to sell a parcel of unimproved land located in the Delavan subdivision of Pueblo County (the "Property") to Bluffs Opportunity Zone Business, LLC, a Colorado limited liability company ("Company") for One Thousand Dollars ($1,000.00).

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Company wishes to construct a 100-unit apartment building in "the Bluffs" portion of "the Blocks" and wishes to purchase a strip of land owned of record by the City for use as a parking lot for the project.

FINANCIAL IMPLICATIONS:

One Thousand Dollars ($1,000) will be deposited into the City's General Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to sell the Property to the Company.

RECOMMENDATION:

The Mayor and City staff recommend approval of this Ordinance.

Attachments:
Proposed Ordinance;
Proposed Contract to Buy and Sell Real Estate and Proposed Quit Claim Deed

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONTRACT TO BUY AND SELL REAL ESTATE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND BLUFFS OPPORTUNITY ZONE BUSINESS, LLC, A COLORADO LIMITED LIABILITY COMPANY FOR THE SALE OF PROPERTY LOCATED IN THE DELAVAN PLACE SUBDIVISION OF THE COUNTY OF PUEBLO, STATE OF COLORADO

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

SECTION 1.

The Contract to Buy and Sell Real Estate ("Agreement") dated June 27, 2022, between the City and Bluffs Opportunity Zone Business, LLC, a Colorado limited liability company ("Company), a copy of which is attached hereto and is incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver said Agreement in the name of the City and the City Clerk is authorized to fix the seal of the City thereto and attest same. The Mayor is further authorized to execute and deliver a Quit Claim Deed and related documents at closing, transferring the property owned by the City, as identified in said Agreement to the Company, in the manner described in the attached Agreement.

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 which are necessary or appropriate 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 _____.

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

CONTRACT TO BUY AND SELL REAL ESTATE

THIS CONTRACT ("Agreement") is made the 27th day of June, 2022, between the City of Pueblo, a Colorado municipal corporation, 1 City Hall Place, Pueblo, CO 81003 (hereinafter called the "Seller") and Bluffs Opportunity Zone Business, LLC, a Colorado limited liability company, PO Box 6771, Denver CO 80206 (hereinafter called the "Purchaser").

1. Property Defined. The Seller agrees to sell and convey to the Purchaser, and the Purchaser agrees to purchase from the Seller, all that certain plat, piece, and improved parcel of land having the following legal description (Property):

the South 13 feet of Lot 14 and the North 17 feet of Lot 15, Block 4 in Delavan Place, according to the amended plat thereof, filed for record July 30, 1890

all in the County of Pueblo, State of Colorado.

The Property shall be conveyed by Quit Claim Deed ("Deed") a form of which, marked as Exhibit 1, is attached hereto and incorporated herein by reference. The Property shall be conveyed subject to and subordinate to all easements, reservations, restrictions, covenants, limitations, rights-of-way and conditions of record and zoning and subdivision regulations and resolutions of the City of Pueblo, subject to satisfaction of the conditions listed in this Agreement.

2. Purchase Price. Seller and Purchaser agree that the total purchase price shall be One Thousand Dollars (U.S. $1,000.00) to be paid as provided in, and subject to, Paragraph 3 below (the "Purchase Price").

3. Payment of Purchase Price. The Purchase Price for the Property shall be payable at Closing in cash or certified funds.

4. Real Property Taxes. There are no general real property taxes and assessments for tax year 2021 because the Grantor is exempt from the payment of real property taxes and assessments.

5. Closing Time and Place. Closing of the transaction contemplated hereby ("Closing") shall be held at the offices of the City Attorney, 1 City Hall Place, 3rd Floor, Pueblo, CO 81003 at a date and time as agreed by Seller and Purchaser. The Purchaser shall be responsible for recording the Quit Claim Deed and for paying all recording fees.

6. Broker. Purchaser and Seller represent and warrant to the other that no broker or finder has been engaged by such Party in connection with this transaction. Seller agrees to indemnify, defend and hold Purchaser harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Purchaser by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Seller. Purchaser agrees to indemnify, defend and hold Seller harmless from and

against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Seller by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Purchaser.

7. Disclaimers. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, IT IS UNDERSTOOD AND AGREED THAT SELLER IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTIES OR REPRESENTATIONS OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE PROPERTY, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTIES OR REPRESENTATIONS AS TO HABITABILITY, MERCHANTABILTY, FITNESS FOR A PARTICULAR PURPOSE, TITLE, ZONING, TAX CONSEQUENCES, PHYSICAL OR ENVIRONMENTAL CONDITION (INCLUDING, BUT NOT LIMITED TO, HAZARDOUS MATERIALS CONTAMINATION), UTILITIES, OPERATING HISTORY OR PROJECTIONS, VALUATION, GOVERNMENTAL APPROVALS, THE COMPLIANCE OF THE PROPERTY WITH GOVERNMENTAL LAWS, OR ANY OTHER MATTER OR THING REGARDING THE PROPERTY. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, UPON CLOSING SELLER SHALL SELL AND CONVEY TO PURCHASER AND PURCHASER SHALL ACCEPT THE PROPERTY "AS IS, WHERE IS, WITH ALL FAULTS." PURCHASER AND SELLER AGREE THAT THE PROVISIONS OF THIS PARAGRAPH 7 SHALL SURVIVE THE CLOSING OF THE TRANSACTION CONTEMPLATED BY THIS AGREEMENT AND THE RECORDING OF THE QUIT CLAIM DEED HEREUNDER.

8. In addition to Paragraph 7 hereof, Seller and Purchaser agree that the provisions of this Agreement shall survive Closing and the recording of the Quit Claim Deed.

9. All understandings and agreements heretofore had between the parties hereto are merged into this Agreement, which alone fully and completely expresses their agreement, and this Agreement is entered into after full investigation, neither party relying upon any statement or representation, not embodied in this Agreement, made by the other.

10. This Agreement may not be changed or terminated orally.

11. The provisions in this Agreement are to apply to and bind, and inure to the benefit of, the heirs, executors, administrators, successors, and assigns of the respective parties.

12. If any provision of this Agreement is determined by a court of competent jurisdiction to be invalid or unenforceable, the remainder of this Agreement shall nonetheless remain in full force and effect.

13. This Agreement shall in all respects be governed by, and construed in accordance with, the laws of the State of Colorado. Seller and Purchaser hereby irrevocably submit to the personal and subject matter jurisdiction of the District Court, Pueblo County, State of Colorado in any action or proceeding arising out of or relating to this Agreement and hereby irrevocably agree that all claims in respect of such action or proceeding shall be heard and determined in the District

Court of Pueblo County, State of Colorado. Purchaser and Seller agree that the provisions of this Paragraph 13 shall survive the closing of the transaction contemplated by this Agreement and the recording of the Quit Claim Deed hereunder. To the full extent permitted by law, Purchaser and Seller hereby waive their rights to a trial by jury.

14. The provisions of this Agreement and of the documents to be executed and delivered at Closing are and will be for the benefit of Seller and Purchaser, and their respective heirs, executors, administrators, successors and assigns only and are not for the benefit of any third party, and accordingly, no third party shall have the right to enforce the provisions of this Agreement or of the documents to be executed and delivered at Closing.

15. The following schedules or exhibits attached hereto shall be deemed to be an integral part of this Agreement:

Exhibit 1 – Form of Quit Claim Deed

16. The section headings appearing in this Agreement are for convenience of reference only and are not intended, to any extent and for any purpose, to limit or define the text of any section or any subsection hereof.

17. The parties acknowledge that the parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be resolved against the drafting party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

18. The failure to enforce any provision of this Agreement shall not operate as a waiver of any preceding or future breach of any such provision or any other provision hereof.

19. Neither party shall record this Agreement or any short form memorandum of this Agreement.

Executed at Pueblo, Colorado, the day and year first above written.

SELLER:

CITY OF PUEBLO, CO
A MUNICIPAL CORPORATION

By: _____
Nicholas A. Gradisar
Mayor

ATTESTED BY: _____
CITY CLERK

PURCHASER:

Bluffs Opportunity Zone Business, LLC
A Colorado limited liability company

_____
By: (Signature)
David Copperman
Manager

QUIT CLAIM DEED

THIS DEED, made this _____ day of _____, 2022, between the City of Pueblo, a Colorado municipal corporation (hereinafter referred to as "Grantor") and Bluffs Opportunity Zone Business, LLC, a Colorado limited liability company, whose address is PO Box 6771, Denver CO 80206 (hereinafter referred to as "Grantee"):

WITNESS, that the Grantor, for and in consideration of ONE THOUSAND ($1,000.00) Dollars and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, has remised, released, sold and **QUITCLAIMED** and by these presents does remise, release, sell and **QUITCLAIM** unto the Grantee, and the Grantee's heirs and assigns forever, in Fee Simple, all of the right, title interest, claim and demand that the Grantor has in and to the real property, together with the fixtures and improvements located thereon, if any, situate, lying and being in the County of Pueblo and State of Colorado, described as follows:

the South 13 feet of Lot 14 and the North 17 feet of Lot 15, Block 4 in Delavan Place, according to the amended plat thereof, filed for record July 30, 1890

TO HAVE AND TO HOLD the same, together with all and singular the appurtenances and privileges thereunto belonging, including but not limited to, or in anywise thereunto appertaining, and all the estate, right, title, interest and claim, whatsoever, of the Grantor, either in law or in equity, to the use, benefit and behalf of the Grantee, and the Grantee's heirs and assigns forever.

IN WITNESS WHEREOF, this Quitclaim Deed is executed by Grantor to be effective the day and year first above written.

GRANTOR:

City of Pueblo
a Colorado municipal corporation

By: _____
Name: Nicholas A. Gradisar
Title: Mayor

STATE OF COLORADO)
) SS.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me on this ____ day of _____, 2022, by Nicholas A. Gradisar as Mayor of the City of Pueblo, a Colorado municipal corporation.

Witness my official hand and seal.

My Commission Expires: _____

_____
Notary Public

City Clerk's Office Item # Q-1

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: June 13, 2022

TO: Council President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Sarah Martinez

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF $300 TO SUPPORT THE 2022 LEADERSHIP PUEBLO CLASS PROJECT

SUMMARY:

Attached for consideration is a request for sponsorship of the 2022 Leadership Pueblo Class Project of "A Community More Informed" with QR codes on historical buildings.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Sarah Martinez is requesting $300 to support 2022 Leadership Pueblo Class Project of "A Community More Informed". The project's mission is to inspire the Pueblo community and visitors to connect through resources and history in order to be more informed about the past, present & future of our community. Through the use of QR Codes on commemorative plaques on historical buildings to drive views to the Pueblo Shares website where they can find a catalog of resources on all things Pueblo.

FINANCIAL IMPLICATIONS:

Funds in the amount of $300 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Pueblo Chamber of Commerce.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Sarah Martinez.

Attachments:
Proposed Resolution
Council Contingencies spreadsheet
Sponsorship Request

RESOLUTION NO. 14917

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER OF COMMERCE IN THE AMOUNT OF $300 TO SUPPORT THE 2022 LEADERSHIP PUEBLO CLASS PROJECT

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

SECTION 1.

Payment in the amount of $300 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the Pueblo Chamber of Commerce to support the 2022 Leadership Pueblo Class Project.

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 June 13, 2022

BY: Lori Winner
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

DATE	BALANCE IN 2022 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
2/14/22	Boys and Girls Club Champions of Youth Dinner Table		$ 1,350.00		$ 97,400.00
2/14/22	Latino Chamber Annual Dinner Table		$ 950.00		$ 96,450.00
2/28/22	Memorial Bench for Renee F. Dominguez		$ 1,600.00		$ 94,850.00
2/28/22	Summer Solstice Arkansas River Event		$ 500.00		$ 94,350.00
3/14/22	Pueblo Has Talent - Use of Memorial Hall		$ 5,189.70		$ 89,160.30
3/14/22	Child Advocacy Center's Blue Tie Gala Table		$ 1,200.00		$ 87,960.30
3/28/22	AMR Safety Jam		$ 1,000.00		$ 86,960.30
3/28/22	Southern Colorado Press Club Sheep Dip		$ 500.00		$ 86,460.30
4/11/22	CSU Pueblo President's Gala		$ 1,500.00		$ 84,960.30
4/11/22	Trees Please Dutch Clark Renovation Project		$ 5,000.00		$ 79,960.30
5/9/22	Latino Veterans Profiles in Courage Ceremony		$ 2,000.00		$ 77,960.30
5/9/22	Parkview Ladies and Lemons Event		$ 500.00		$ 77,460.30
5/9/22	Pueblo Downtown Association Levee Walk		$ 700.00		$ 76,760.30
5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.		$ 500.00		$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendevous		$ 15,000.00		$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event		$ 1,500.00		$ 59,760.30
5/23/22	Rollin on the Riverwalk HARP Event		$ 9,000.00		$ 50,760.30
6/13/22	2022 Leadership Pueblo Project		$300.00		$ 50,460.30
					$ 50,460.30
					$ 50,460.30
					$ 50,460.30
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					$ 50,460.30
					$ 50,460.30

A COMMUNITY MORE INFORMED





Show Your Support by
Sponsoring a Commemorative Pueblo Plaque
Your company logo will be presented on plaque to be seen by locals and tourists for years to come!

Leadership Pueblo Class of 2022 is recruiting you to help tell the story of Pueblo, Colorado. Our mission is to inspire the Pueblo Community and Visitors to connect through resources and history in order to be more informed about the Past , Present & Future of our community. We will use the power of QR Codes on commemorative plaques strategically placed on historical buildings to drive views to the Pueblo Shares website. Here they can find a catalog of resources on all things Pueblo.





History & Resources

LEARN MORE AT PUEBLOSHARES.COM

I am a part of the Greater Pueblo Chamber's Leadership Pueblo Class of 2022. Each class initiates a project to enhance and contribute to the Pueblo Community. Our class is doing a community resource catalog and QR Code project titled "***A Community More Informed***". We are seeking financial support to get this project off the ground and continue sustainability and advancement in the future. There are several ways to show your support and get involved.

A Community More Informed Sponsorship Packages

Level	Details	Amount
Platinum	Perfect for larger businesses/donors that would like to increase their visibility. This package includes: ✓ 1 Exclusive Plaque Sponsorship* ✓ Partner Plaque Sponsorship for each additional $200.00 donated** ✓ Virtual Donor Thank You Listing ***	$700.00 +
Gold	This package packs a punch spicier than a Pueblo Chile! Perfect for businesses looking to spotlight their business. This package includes: ✓ 1 Exclusive Plaque Sponsorship* ✓ Virtual Donor Thank You Listing ***	$500.00
Silver	Sharing is caring! Fantastic package for non-profits, community service industries, and smaller businesses. This package includes: ✓ 1 Partner Plaque Sponsorship** ✓ Virtual Donor Thank You Listing ***	$300.00
Bronze	Every donation counts! This package is perfect for individuals or businesses that want to support Leadership Pueblo, Pueblo Shares Website, and our project liftoff. This package includes: ✓ Virtual Donor Thank You Listing ***	Any donation amount of your choosing

All plaque sponsorships include your business logo placed on a plaque at one of 20 buildings throughout Pueblo that feature a QR Code. When this code is scanned, it brings up the history of the building, and resources in the surrounding neighborhood ranging from food resources to business to health and human services. This will all be hosted on the new Pueblo Shares website which also hosts our Virtual Donor Thank You Page.

*Exclusive Plaque Sponsorship

Plaques placed will only have one logo attached and detailed under "Presented By".

** Partner Plaque Sponsorship

Plaques placed will have two logos attached and detailed under "Presented By".

*** Virtual Donor Thank You Listing

A virtual donor thank you site in which we thank individuals and/or businesses for their generosity and support.

Would you be interested in sponsoring this endeavor? I would love to speak 1:1 if you would like more information. Thank you for your time, consideration, and hopeful participation in creating ***A Community More Informed***!

\- The Leadership Pueblo Class of 2022

(Please complete and return the information below, selected sponsorships will be invoiced and emailed as detailed)

☐ Yes! Sign me up for the ☐Platinum ☐Gold ☐Silver ☐Bronze* Package!

*For Bronze Package, please provide donation amount: $_____

Send my invoice to Name: _____ email: _____

☐ Thank you for contacting me regarding this opportunity. At this time a sponsorship package will not be elected.

City Clerk's Office Item # Q-2

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 13, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar

SUBJECT: A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO JOIN A LAWSUIT TO BE FILED BY THE CITY AND COUNTY OF DENVER CHALLENGING THE VALIDITY OF COLORADO HOUSE BILL 22-1024 UNDER THE STATE CONSTITUTION

SUMMARY:

The proposed Resolution authorizes the City of Pueblo to join a lawsuit to be filed by the City and County of Denver, challenging the validity of HB 22-104 which was recently enacted by the State Legislature.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

HB 22-1024 purports to mandate an exemption from sales and use taxes imposed by home rule municipalities as applied to construction and building materials used for public and public charter school construction. Specifically, HB 22-1024 imposes on home rule municipalities the state's Colorado Revised Statutes Title 39 exemption on these materials.

HB 22-1024 is an unconstitutional attempt to exert state control over the taxing authority of home rule jurisdictions. The bill directly infringes upon the home rule powers of municipalities granted by Article XX, Section 6 of the Colorado Constitution and contravenes explicit precedent of the Colorado Supreme Court.

HB 22-1024 could open the door to an onslaught of tax exemption bills to benefit special interests that have long sought to impose any of over 80 state tax exemptions on home rule tax codes. Title 39 of the Colorado Revised Statutes contains many sales and use tax exemptions. In the future, special interest groups could lobby the General Assembly to require home rule cities like Pueblo to grant sales and use tax exemptions for the benefit of such special interests. These efforts would not only attack the home rule authority but the financial ability of home rule municipalities to provide services to their residents.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not support the efforts of the City and County of Denver to have HB 22-1024 declared unconstitutional.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. 14918

A RESOLUTION AUTHORIZING THE CITY OF PUEBLO TO JOIN A LAWSUIT TO BE FILED BY THE CITY AND COUNTY OF DENVER CHALLENGING THE VALIDITY OF COLORADO HOUSE BILL 22-1024 UNDER THE STATE CONSTITUTION

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

SECTION 1.

The City Attorney is authorized, on behalf of the City of Pueblo, to join a lawsuit to be filed by the City and County of Denver, challenging the validity of HB 22-104 which was recently enacted by the State Legislature.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED June 13, 2022

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: June 13, 2022

TO: Members of City Council

VIA: Marisa Stoller, City Clerk

CC: Mayor Nicholas A. Gradisar

FROM: Heather Graham, President of City Council

SUBJECT: A RESOLUTION AUTHORIZING THE PRESIDENT OF CITY COUNCIL TO NEGOTIATE A PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND A REPUTABLE ACCOUNTING FIRM, TO PERFORM A FORENSIC AUDIT, SUBJECT TO SUBSEQUENT APPROVAL OF SAID AGREEMENT BY ORDINANCE

SUMMARY:

The attached Resolution authorizes the President of City Council to negotiate and present City Council with a proposed agreement for professional services between the City and a reputable accounting firm to perform a forensic audit.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Section 3-5 (g) of the City Charter and Section 1-4-6 (b) of the Pueblo Municipal Code authorize City Council to hire such personnel and retain such independent contractors as Council deems necessary to carry out Council's duties.

At City Council's regular meeting on April 25, 2022, Council President Heather Graham requested that the attached Resolution be prepared for consideration at Council's next regular meeting.

FINANCIAL IMPLICATIONS:

Unknown at this time.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

ALTERNATIVES:

If City Council does not approve this Resolution, City Council will not begin the process of retaining an accounting firm to perform a forensic audit.

RECOMMENDATION:

None.

Attachments:
Proposed Resolution

RESOLUTION NO. _____

A RESOLUTION AUTHORIZING THE PRESIDENT OF CITY COUNCIL TO NEGOTIATE A PROPOSED AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND A REPUTABLE ACCOUNTING FIRM, TO PERFORM A FORENSIC AUDIT, SUBJECT TO SUBSEQUENT APPROVAL OF SAID AGREEMENT BY ORDINANCE

BE IT RESOLVED THE CITY COUNCIL OF PUEBLO, that:

SECTION 1.

The President of City Council shall be and hereby is authorized to negotiate and present City Council with a proposed agreement for professional services between the City and a reputable accounting firm, to perform a forensic audit. As required by City Charter Sec. 3-9, such proposed agreement must be subsequently approved by ordinance.

SECTION 2.

This Resolution shall become effective immediately upon final passage.

INTRODUCED June 13, 2022

BY:_____
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

City Clerk's Office Item # R-1

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 9, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

CC: Mayor Nicholas A. Gradisar

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE PUEBLO CITY-COUNTY LIBRARY DISTRICT, A COLORADO LIBRARY DISTRICT AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2022 KIDS READ SUMMER CHALLENGE PROJECT TO PROVIDE FINANCIAL ASSISTANCE TO LOCAL HOUSEHOLDS AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $328,500 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign, an Amendment to the Intergovernmental Agreement with the Pueblo-City County Library District ("Library") and Pueblo County to provide local fiscal relief funds to local households for economic recovery purposes.

PREVIOUS COUNCIL ACTION:

On May 24, 2021, by Ordinance No. 9943, City Council approved an Intergovernmental Agreement with the Library and Pueblo County ("Original IGA") to sponsor the Library's Kids Read Project and authorized the transfer of up to $500,000 in financial support for the Library's 2021 Summer Reading Challenge from Project CI2113 American Rescue Plan Act.

BACKGROUND

The 2021 Summer Reading Challenge was a success beyond all expectations and the Library, the City and Pueblo County wish to establish a 2022 Summer Reading Challenge. The Original IGA must be amended in order to establish and fund the 2022 Summer Reading Challenge.

FINANCIAL IMPLICATIONS

To encourage students to read this summer and to provide financial support local households, the Library will pay each young person $100 between June and August, 2022 who checks out ten books from a neighborhood Library and provides a description of their reading experience to a librarian employed by the Library.

The Library will invoice the City and the County, on a periodic basis, for the costs of the Project at the rate of $100.00 for each participant who successfully checks out ten books from a neighborhood library and provides a description of their reading experience to a librarian employed by the Library.

Under the proposed Amendment to the Original IGA, the City will make available to the Library an additional $328,500 from Project CI2113 American Rescue Plan Act in support of the 2022 Summer Reading Challenge.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support or fund the "2022 Pueblo Summer Reading Challenge."

RECOMMENDATION

Approval of the Ordinance

Attachments:
Proposed Ordinance
Proposed Amendment to the Original IGA.

ORDINANCE NO. 10185

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO THE INTERGOVERNMENTAL AGREEMENT BETWEEN THE PUEBLO CITY-COUNTY LIBRARY DISTRICT, A COLORADO LIBRARY DISTRICT AND THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COUNTY OF PUEBLO, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO, RELATING TO THE 2022 KIDS READ SUMMER CHALLENGE PROJECT TO PROVIDE FINANCIAL ASSISTANCE TO LOCAL HOUSEHOLDS AND AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED $328,500 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR PURPOSES THEREOF

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Amendment to the Intergovernmental Agreement ("Amendment") between the Pueblo City-County Library District, a Colorado library district and the City of Pueblo, a Colorado municipal corporation and the County of Pueblo, a political subdivision of the State of Colorado, dated June 13, 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 Amendment 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 Amendment, 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 May 9, 2022.

Final adoption of Ordinance by City Council on June 13, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on June 15, 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

AMENDMENT TO INTERGOVERNMENTAL AGREEMENT

THIS AMENDMENT TO INTERGOVERNMENTAL AGREEMENT (hereinafter "Amendment") is made and entered into effective the 23rd day May, 2022, by and between the Pueblo City-County Library District, a Colorado library district (hereinafter referred to as "Library") and the City of Pueblo, a Colorado municipal corporation, (hereinafter referred to as "City") and Pueblo County, a political subdivision of the State of Colorado, (hereinafter referred to as "County"). Library, City and County are sometimes referred to herein as a "Party" and collectively, as the "Parties."

Recitals

WHEREAS, the Parties entered into an Intergovernmental Agreement dated May 24, 2021 (the "Agreement"); and

WHEREAS, the purpose of this Amendment is to increase the amount of funds available for the project and to extend the term of the Agreement.

Agreement

In consideration of the mutual covenants, agreements and promises in this Amendment and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as set forth in this Amendment:

1. Article II of the Agreement is hereby amended and restated as follows:

II. OBLIGATIONS OF THE CITY AND COUNTY

A. The Parties agree that certain funds received by the City and County from the U.S. Treasury pursuant to the American Recovery Plan Act shall be made available for payment to the Library for financial support of the Kids Read – Summer Reading Challenge Project as follows:

Year	City Contribution	County Contribution	Total	Carryover Funds
2021	$ 500,000	$ 500,000	$ 1,000,000	$ 343,000
2022	328,500	328,500	657,000	
Total	$ 828,500	$ 828,500	$ 1,657,000	

B. City and County agree to pay, within thirty (30) days of receipt, invoices received from the Library in connection with the project, on a 50% / 50% basis.

2. Article III Section A of the Agreement is hereby amended and restated as follows:

III. MISCELLANEOUS

The Parties agree that their performance under this Agreement shall be subject to the following provisions:

A**.** The term of this Agreement shall commence on the date first set forth in the Agreement and shall terminate on December 31, 2023, unless terminated sooner as provided in the Agreement. The Parties may terminate the Agreement at any time and for any reason by giving thirty (30) days prior written notice to the other Parties. The Agreement may only be extended by written agreement of all Parties. Unspent funds from the 2022 calendar year, if any, shall be returned to the City and County on a 50% / 50% basis or, in the sole discretion of the Library, shall be carried over and made available to be spent by the Library for the 2023 Kids Read Summer Reading Challenge.

4. Except as modified by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect and fully binding on the Parties, their successors and assigns and the Agreement and this Amendment shall be construed together as a single integrated document.

IN WITNESS WHEREOF, this Amendment is executed by the Parties hereto in their respective names as of the date first above written.

ATTEST: PUEBLO CITY-COUNTY LIBRARY DISTRICT

By: _____ By: _____

ATTEST: CITY OF PUEBLO

By: _____ By: _____
City Clerk Mayor

ATTEST: PUEBLO COUNTY, COLORADO

By: _____ By: _____
Clerk to the Board Chair, Board of County Commissioners

City Clerk's Office Item # R-2

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marissa Stoller, City Clerk

FROM: Andra Ahrens, Interim Wastewater Director

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $258,217 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL SEWER CROSSING DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and Brown and Caldwell, Inc. for consulting engineering services relating to the design for three arroyo crossings on the Wildhorse Creek for the Southern Colorado Clinic Extension of the sanitary main.

PREVIOUS COUNCIL ACTION:

On November 12, 2018 the City Council Approved Resolution No. 14081, selecting Brown and Caldwell, Inc as the Engineer of Record for the Wastewater Treatment Department.

BACKGROUND:

The Wastewater Department is requesting design services to armor the crossings on the Wildhorse Creek to minimize the depth of the sanitary sewer main as well as the construction cost for the Southern Colorado Clinic Extension sanitary sewer which crosses the Wildhorse Creek at three different locations. Geotechnical reports indicate that both groundwater and bedrock are present at deeper elevations. Armored pipeline crossings are required to cross the Wildhorse Creek with minimum cover while protecting the main and avoid installing the sanitary sewer main deep into bedrock and groundwater.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell to provide design services for the arroyo crossings will not exceed $258,217. Funds are available from the Sewer User Fund and have been appropriated to Project No. WW1402.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The no-action alternative increases the construction costs significantly and creates maintenance challenges for the Wastewater collection crew.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Professional Services Agreement between the City of Pueblo and Brown and Caldwell, Inc.

ORDINANCE NO. 10186

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $258,217 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE SOUTHERN COLORADO CLINIC SANITARY SEWER OUTFALL SEWER CROSSING DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the Pueblo Wastewater Department operates a Water Reclamation Facility and collection system providing municipal wastewater treatment; and

WHEREAS, consulting engineering services are required with respect to the design of three arroyo crossings on the Wildhorse Creek relating to the Southern Colorado Clinic Extension of the sanitary main; and

WHEREAS, Brown and Caldwell is the consulting Engineer of Record and is the most qualified to serve the Pueblo Wastewater Department for such project; NOW, THEREFORE,

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

SECTION 1.

An agreement by and between the City of Pueblo, a Municipal Corporation, and Brown and Caldwell, Inc., a copy of which is attached hereto and made part hereof by reference ("Agreement"), after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Work Performed under the Agreement may include, but not limited to, the following items:

1. Field-verify existing conditions;
2. Design three pipe arroyo crossings;
3. Review the existing Southern Colorado Clinic Extension plans to suggest areas where pipe can be designed to be more shallow; and
4. Provide specifications for design.

SECTION 3.

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

SECTION 4.

Funds for work performed under this agreement shall be from the Sewer User Fund Project No. WW1402.

SECTION 5.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the Agreement approved to implement the transactions 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 May 23, 2022.

Final adoption of Ordinance by City Council on June 13, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on June 15, 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

PROPOSED STANDARD FORM OF
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES

THIS AGREEMENT made and entered this _____ day of _____, 2022 by and between the City of Pueblo, a Municipal Corporation (hereinafter "Owner") and Brown and Caldwell, Inc., a California Corporation, 1697 Cole Boulevard, Golden, Colorado 80401, a professional engineering firm (hereinafter "Engineer") for Engineer to render certain professional engineering and related services for Owner in connection with **Bid 18-087, Project Southern Colorado Clinic Sanitary Sewer Outfall Sewer Crossing Design**, 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 and/or construction management] services for all phases of Project indicated below by mark placed in the appropriate box or boxes:

[x] - Study and Report Phase
[x] - Preliminary Design (Schematic) Phase
[x] - Final Design Phase
[ ] - 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, architectural, construction management and planning services as generally stated herein and as more specifically set forth in Appendix A. Engineer shall also provide any landscape engineering, architectural, 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 in Appendix A – Scope of Services and as generally identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services. In the event of a conflict, the Scope of Services set forth in Appendix A shall prevail.

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 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 perform the following unless otherwise indicated in the attached Scope of Service (Appendix A):

(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 3 (three) 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 perform the following unless otherwise indicated in the attached Scope of Service (Appendix A):

(a) Consult with Owner and determine the general design concept and Project requirements based upon information furnished by Owner as well as any study 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 3 (three) 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 perform the following unless otherwise indicated in the attached Scope of Service (Appendix A):

(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 requirement therefor. Such plans and Specifications shall comply with all applicable

building codes and requirements of regulatory agencies having any approval authority. Final design, including Drawings and Specifications, shall also comply with ADA Accessibility Guidelines (ADAAG) Manual developed by the U. S. Architectural and Transportation Barriers Board (1998) or ADA Standards for Accessible Design published at 28 C.F.R. Part 36, Appendix A, whichever is applicable. Engineer **shall include an attest statement on each record drawing sheet of final plan drawings that certifies compliance with either the ADAAG Manual or 28 CFR Part 36 Standards.**

(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 professional judgment, prepare and submit to Owner a current detailed cost estimate for the Project including construction cost, contingencies, professional compensation, consultant fees, land and right of way costs, damages and finance costs, if any.

(e) Engineer shall furnish 3 (three) 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. 3 (three) 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 (2013 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", amount 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) Prepare and periodically update a Project Schedule for Owner's review and acceptance, which shall include the schedule for the performance of the Engineer's services and a construction schedule for the components of the work, including phasing of construction, and times for commencement and completion of the several construction contracts. In the Project Schedule, the Engineer shall coordinate and integrate the Engineer's services and the Owner's responsibilities with anticipated construction schedules, highlighting critical and long lead times.

(g) Provide recommendations and information to Owner regarding the allocation of responsibilities for safety programs among contractors.

(h) Advise the Owner on Engineer's recommended division of the Project construction work into individual categories or work and separate contracts, and make recommendations as required so that the work of the several contractors is coordinated, all responsibilities have been assigned to the appropriate contract, the likelihood of jurisdictional disputes has been minimized and proper coordination has been provided for phased construction.

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 contractor contracts for construction of the Project, Engineer shall:

I. Engineering Functions.

(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 general accordance and compliance with the construction contract documents.

(d) Promptly advise the Owner in writing of any observed 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 general 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 made periodic observations of the Project during construction and that to the best of his knowledge, the work for which payment has been sought has been completed by Contractor in general 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 the Wastewater Department of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file his written objections thereto with the Engineer and Contractor.

II. Construction Management Functions by Engineer.

(a) Perform all duties and functions specifically identified to be performed by the Construction Manager under the terms of the construction contracts, if any.

(b) Provide administrative, management and related services to coordinate scheduled activities and responsibilities of the construction contractors with each other and with the Owner and the Engineer, including monitoring agreed-upon budgets and the Project Schedule based upon the executed Contract Documents.

(c) Schedule and conduct meetings to discuss such matters as procedures, progress and scheduling. Engineer shall prepare and promptly distribute minutes of the meetings to the Owner and Contractors.

(d) Update the Project construction schedule incorporating the activities of the Contractors on the Project, including activity sequences and durations, allocation of labor and materials, processing of shop drawings, product data and samples, and delivery of items requiring long lead time and procurement. The Project construction schedule shall include the Owner’s occupancy requirements showing portions of the Project having occupancy priority. Engineer shall update the Project construction schedule as needed to show current conditions. If any update indicates that the previously approved Project construction schedule may not be met, Engineer shall recommend corrective action to Owner.

(e) Consistent with the various bidding and contract documents, coordinate the sequence of construction and assignment of space in areas where contractors are or will be performing work.

(f) Observe performance of the contractors and recommend courses of action to the Owner when requirements of any contract are not being fulfilled.

(g) Monitor the approved estimate of construction cost for the Project, and show actual costs for activities in progress and estimates for uncompleted tasks by way of comparison with approved estimates. Advise the Owner of any variances between actual and estimated costs.

(h) Review the safety programs developed by each of the contractors solely for purpose of coordinating the safety programs with those of the other contractors. Engineer’s responsibilities for coordination of safety programs shall not extend to direct control over or charge of the acts or omissions of the contractors, subcontractors or others not directly employed by Engineer, including any health or safety programs and precautions required by such construction work. Engineer has no duty to inspect, observe, correct or report on health or safety deficiencies of the contractors.

(i) Schedule and coordinate the sequence of construction by and among the contractors in accordance with the contract documents and the latest approved Project construction schedule. Engineer’s responsibility under this subsection shall not extend to direct control over or charge of the means, methods, techniques, sequences and procedures of any contractor necessary for completing all portions of the construction work in accordance with the contract documents and any compliance with applicable laws and regulations.

(j) Maintain at the Project site for Owner one record copy of all contracts, plans, specifications, addenda, change orders, approved shop drawings, approved product data and approved

submittals, and other documents in good order prepared in part on the basis of information compiled and furnished by others, and record drawings may not always represent the exact location, type of various components or exact manner in which Project was finally constructed, all of which shall be delivered to Owner upon completion of the Project or upon Owner's request. Engineer is not responsible for any errors or omissions in the information from others that are incorporated into the record drawings.

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 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 his work in breach of applicable standards of care.

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner to the extent caused by Engineer's negligent act or omission.

(c) Engineer's professional responsibility shall comply with the generally accepted standard of care applicable to the type of engineering and architectural and construction management services provided in effect at the time services are rendered and commensurate with the size, scope and nature of the Project.

(d) Engineer shall be completely responsible for the safety of Engineer's employees in the execution of work under this Agreement and shall provide all necessary safety equipment for said employees. Notwithstanding the foregoing, Engineer is not responsible for the health and safety duties of others, including compliance with health or safety programs and precautions.

(e) Engineer acknowledges that, due to the nature of 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 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 timetable 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".

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. Engineer shall rely on information provided without verification unless otherwise agreed to in Appendix A. Owner shall notify of any known or potential health or safety hazards existing at or near the project site.

(d) Arrange 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) If Engineer’s scope of work includes services during construction, Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner’s contract with the construction contractor which require the construction contractor to indemnify and hold harmless Engineer, its officers, employees, agents, and consultants against claims, suits, demands, liabilities, losses, damages, and costs, including reasonable attorneys' fees and all other costs of defense, arising out of the performance of the work of the contractor, breach of contract, or willful misconduct of the contractor or its subcontractors, employees, and agents.

Owner will approve acceptable draft language prepared by Engineer for inclusion in Owner’s contract with the construction contractor which require (a) the contractor to name Engineer, its directors, officers and employees as additional insureds on the contractor's general liability insurance and/or Owner’s and Contractor's Protective policy (OCP), and any builder's risk, or other property insurance purchased by Client or the contractor to protect work in progress or any materials, supplies, or equipment purchased for installation therein; and (b) the contractor to furnish contractor’s certificates of insurance evidencing that Engineer, its officers, employees, agents, and consultants are named as additional insureds on contractor’s general liability and property insurance applicable to the Project. Contractor’s policies shall be primary and

any such insurance carried by the Engineer shall be excess and noncontributory. The certificates shall provide that Engineer be given 30 days' written notice prior to any cancellation thereof.

(i) 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 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact. A period of 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 Section 1 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 $ 258,217.00 in the aggregate, and not to exceed those maximum amounts set forth in Appendix B - "Fee Schedule" and computed in accordance with this Section. 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.

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 30 days of the date of billing, provided that sufficient documentation has been furnished., With respect to construction phase services, Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services 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 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, 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 negligent errors or omissions.

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

SECTION 6. TERMINATION.

6.1 The Owner reserves the right to terminate this Agreement and Engineer's performance hereunder, at any time upon 10 days written notice, either for cause or for convenience. Upon such termination, Engineer shall cease all work and stop incurring expenses, and shall promptly deliver to the Owner all data, Drawings, Specifications, reports, estimates, calculations, summaries and all other information, and materials as Engineer may have accumulated in performing this Agreement, together with all finished work and work in progress.

6.2 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 - "Fee Schedule" for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter

costs could not be avoided or were incurred in mitigating loss or expenses to Owner or Engineer. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in paragraph 5.1 and Appendix B.

6.3 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 and consultants, or to perform services with that level of care and skill ordinarily exercised by professional Engineers specializing in the design of Sanitary Sewer Outfalls and Sewer Crossing Design or to perform work in a manner deemed satisfactory by Owner's Director of Public Works, then in that event, Engineer's entire right to compensation shall be limited to payment at the rates specified in Appendix B for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

6.4 Engineer's professional responsibility for his completed work and services shall survive any termination.

SECTION 7. GENERAL PROVISIONS.

7.1 Ownership of Documents. All designs, Drawings, Specifications, technical data, and other documents or instruments procured or produced by the Engineer in the performance of this Agreement ("Work Product") shall be the sole property of the Owner upon payment to Engineer therefore 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 pertaining to the work to be performed under this Agreement. In the event Owner uses the designs, Drawings or Specifications provided hereunder for another project independent from Project, without adaptation by Engineer, Owner shall hold harmless and indemnify Engineer from all loss, claims, injury and judgments arising from the use of such designs, Drawings or Specifications for such other project. In no event shall Engineer publish its Work Product developed pursuant to this Agreement except (i) with advance, written consent of Owner, which consent may be granted or withheld in Owner's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

7.2 Insurance and Indemnity.

(a) Engineer agrees that he has procured and will maintain during the term of this Agreement, such insurance as will protect him from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of his 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. The Workers' Compensation insurance policy shall contain an endorsement waiving subrogation against the Owner.

(ii) Commercial General and Automobile Liability Insurance with limits not less than One Million and No/100 Dollars ($1,000,000.00)per occurrence for personal injury, including but not limited to death and bodily injury, and One Million Five Hundred Thousand and No/100 Dollars ($1,500,000.00) for excess umbrella liability.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000.00 covering claims arising from the negligent acts, errors or omissions in the services performed by Engineer for Owner under this Agreement. This policy shall provide coverage for all professionals providing services under this Agreement by or through the Engineer, including coverage for Engineer's activities performed in both its engineering and construction manager capacities.

(c) Engineer agrees to hold harmless, defend and indemnify Owner from and against any liability to third parties, to the extent caused by the negligent acts, errors or omissions of Engineer, his employees, subcontractors and consultants.

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, City of Pueblo Department of Wastewater, Attention: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado 81001,, or to the Engineer, Brown and Caldwell, Inc., at the address listed above. Either party may change his 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 the Appendix or attachment shall control and supersede the conflicting provision in this Agreement.

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. Notwithstanding the foregoing, if the authorized scope of work includes construction activities or the oversight of construction, Engineer may, at its discretion and upon notice to Owner, assign all of its contractual rights and obligations with respect to such activities or services to Brown and Caldwell Constructors, its wholly owned affiliate.

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 by Owner's authorized representative.

7.7 Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any matter relating to this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, 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, 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, national origin, disability or age.

7.9 Severability. If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then as of the time of any such determination this entire Agreement shall be void and terminated pursuant to the provisions of Section 6, without waiving any claims or defenses

7.10 Appropriations. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if 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. Such requirements shall be provided by Owner and incorporated into individual Agreements as applicable.

7.12 Force Majeure. Neither party shall be responsible for delays caused by circumstances beyond its reasonable control including but not limited to governmental action, statute, ordinance, rule or regulation, strike or other labor troubles, fire, acts of God, or other incidents outside of either party's control that makes performance or acceptance impossible or impractical. The Consultant shall not be liable for any failure of or delay in the performance of this Agreement for the period that such failure or delay is due to causes beyond its reasonable control created from any force majeure event.

SECTION 8. DISPUTES.

8.1 Any unresolved 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 decided in a state court of competent jurisdiction located in Pueblo, Colorado.

SECTION 9. APPENDICES.

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

Appendix A - Scope of Services and Attachments consisting of 16 pages.
Appendix B - Fee Schedule and Schedule of Personnel & Duties consisting of 2 (two) pages.

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 in accordance with applicable standards of care to implement applicable ADA requirements and other federal, state and local laws, rules codes, ordinances and regulations as they apply to the Project. Notwithstanding, unless otherwise specified in the Scope of Services, Owner shall have sole responsibility as between Client and Consultant for compliance with the Americans With Disabilities Act ("ADA") 42 U.S.C. 12101 et. Seq. and the related regulations.

SECTION 11 – STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK

(a) At or prior to the time for execution of this Contract, Engineer shall submit to the Purchasing Agent of 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 Engineer 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 United States 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 employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Engineer shall not:

(i) Knowingly employ or contract with a Worker Without Authorization to perform work under this Agreement;

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

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

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

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

(iii) If the Engineer obtains actual knowledge that a subcontractor performing work under this contract knowingly employs or contracts with a Worker Without Authorization to perform work under this Agreement, the Engineer shall be required to:

A. Notify the subcontractor and the Purchasing Agent of the City within three (3) days that the Engineer 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 Engineer 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 contracted with a Worker Without Authorization.

(iv) The Engineer 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 an investigation that CDLE is undertaking pursuant to its authority under §8-17.5-102(5), C.R.S.

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

(e) Nothing in this Section shall be construed as requiring the Engineer to violate any terms of participation 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 Owner to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the Owner under this Agreement. The Engineer shall fill out the questionnaire attached as Appendix D and submit the completed form to Owner as part of the signed Agreement.

(Signature page follows)

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

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Naomi Hedden, Purchasing Director

Attest_____
City Clerk

[S E A L]

BROWN AND CALDWELL, INC.

By_____
Mary Kay Provaznik, Denver Local Leader

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

Attachments: Appendix A - Scope of Services and Attachments
Appendix B - Fee Schedule and Schedule of Personnel & Duties

APPENDIX A

Brown & Caldwell Proposal for:
Southern Colorado Clinic
Sanitary Sewer Outfall
Sewer Crossing Design

Prepared for
City of Pueblo
April 29, 2022

Project Overview

The City of Pueblo (COP) is currently working with a 3rd party consultant, NorthStar Engineering (NorthStar), to design the Southern Colorado Clinic Sanitary Sewer Outfall. The COP is concerned about the currently designed depth of sewer which will increase construction costs due to its depth in bedrock and result in challenging operation and maintenance. The COP has asked Brown and Caldwell (BC) to provide data collection and design services related to an alternative design for four (4) arroyo crossings. This effort is independent of NorthStar's project work and is anticipated to require NorthStar to adjust their design, plans and specifications as necessary to accommodate the Brown and Caldwell arroyo crossings design which will each terminate at the adjacent manholes each side of the arroyo where NorthStar's project will continue.

This document describes BC's scope of engineering and design services for this work.

The work will be divided into two parts, preliminary and final design. Preliminary design will include the following:

- Review Geotechnical Engineering Report, currently ongoing by Terracon Consultants, Inc. (Terracon) (provided under separate contract). Provide additional geotechnical services in the form of laboratory test of rock samples and permitting of monitoring holes to monitoring wells.
- Perform scour analysis and provide a Preliminary Design Letter Report outlining results and design recommendations for minimum depth of sewer bury (bottom of arroyo to top of pipe). Recommendations to include protection measures for sewer pipe below the channel bottom along with backfill and associated armoring requirements.
- Identify necessary permits for the BC responsible sewer design segments of the project and develop a permitting matrix to include a list of agencies/stakeholders, approach and constraints to obtaining permits, and an implementation schedule related to those sewer segments. BC will include applicable permit requirements into the construction contract documents. With assistance of the COP, BC will review requirements with the permitting agencies and draft related permit forms. When required, BC will provide permit forms to COP for execution. Anticipated permits include:
    - Pueblo County Floodplain Development Permit
    - Pueblo County Special Use Permit
    - City of Pueblo P&Z Special Use Permit
    - US Army Corps of Engineering Section 404 – Nationwide Permit 58 and Preconstruction Notification
- Determine suitability of existing mapping/surveying to allow final design to proceed. If this survey is not suitable, BC can, as an option, perform topographical surveying (via a subconsultant) at additional cost unless the COP would prefer to handle the survey separately.
- Coordination with NorthStar to share locations and elevations of sewers at ends of crossing designs to allow NorthStar to update their design to align with the BC designed sewer depths and pipe end points

Final design will include the development of two (2) standalone final design packages as follows:

- Final Design Package 1 – Southern Colorado Clinic - Sanitary Sewer Outfall - Arroyo Crossing Project:
  - City is responsible for this project and is hiring BC for design, bid and construction for a segment of sanitary sewer that includes these arroyo crossings.
  - Design of three (3) arroyo crossings. This includes the following two (2) pipe segments:
    - Crossing 2: Approximate Sta. 30+92.54 to Sta. 34+88.15 (As shown in NorthStar Sewer Outfall drawing set)
      - Southern crossing of Wildhorse Creek (just north of junkyard)
    - Crossings 3 & 4: Approximate Sta. 4+60.00 to Sta. 8+80.00 (As shown in NorthStar Sewer Outfall drawing set)
      - Two-pronged tributary of Wildhorse Creek (aka Wildhorse Creek Tributary 2)
- Final Design Package 2 – Southern Colorado Clinic - Filing No.1 – Wildhorse Creek Crossing Project:
  - A third-party developer is responsible for design, bid and construction of the proposed sanitary sewer that includes this crossing of Wildhorse Creek. For this project, the City is hiring BC to solely perform geotechnical services, preliminary and final designs for a standalone bid package for a single arroyo crossing. The primary intent of this package is to confirm a reasonable depth for this single arroyo crossing as it may affect down steam system elevations. We understand that the City does not plan to bid this work and therefore does not intend to hire BC for bid or construction related services. We understand this final design package may be shared by the City with an unrelated third-party developer as a reference for potential coordination or modifications to the developer's own separate system extension design.
  - Design of one (1) pipe arroyo crossing.
    - Crossing 1: Approximate Sta. 42+00.00 to Sta. 46+00.00 (As shown in NorthStar Filing No. 1 drawing set)
      - Northern crossing of Wildhorse Creek (at future Parker Boulevard extension)
- Bid and construction phase services for Final Design Package 1. No bid or construction phase services provided for Final Design Package 2.

This work includes the following phases:

Phase 100 – Project Management and Administration
Phase 200 – Preliminary Design Services
Phase 300 – Final Design Services
Phase 400 – Bid Phase Services
Phase 500 – Construction Phase Services
Phase 600 – Supplemental Services
Phase 700 – Owner's Contingency

These phases and their task and activities are described below:

Schedule

Project duration through completion of Final Design is approximately 10-months following notice to proceed. Bid and Construction Phase timeline's have yet to be determined by the COP. BC can provide a schedule for these services once known.

City of Pueblo Responsibilities

The COP will provide available information to aid in the design process. This includes, but is not limited to:

- Existing drawings (PDF and CADD)
- Existing topographic survey data
- Existing geotechnical information/reports
- Existing environmental evaluations/reports
- Knowledgeable staff who can answer BC questions and respond to allow schedule timelines
- Serve to facilitate communications between BC, the COP and Southern Colorado Clinic and their design consultant(s).
- Provide payment for permit applications.
- Provide project site access to BC and their subconsultants
- Provide COP sewer design standards

Phase 100 – Project Management and Administration

Objectives

Project management includes overall tracking and coordination of the project activities. It also includes quality control activities.

Project Management and Administration includes the following tasks and activities:

- Project Management Planning
- Project Control (budget tracking) and Reporting
- Project Meetings and Workshops
- Cost Estimating
- Coordination with NorthStar Engineering
- Project Closeout

1.1 Project Management Planning

The Project Management Plan will document the key project information required by all project team members to assist them in executing the project to meet the required objectives: on time, on budget, with high quality. The key elements of the project plan are described below:

- Scope of work and work breakdown structure
- Project schedule and updates.
- Communications plan
- Risk management plan

- Quality management plan
- Change management process
- Health and safety plan

1.2 Project Control and Reporting

Monthly invoices (assumed -month project duration) will be prepared and submitted to the COP on months when work is completed format.

This task also includes periodic project review by BC management to assure the project is meeting critical success factors, is on schedule, and is within budget.

1.3 Project Meetings

BC will provide a regular forum for the receipt, exchange, response, and documentation of project planning, design, and management related issues and decisions during the project.

This task includes:

- Project Kickoff Meeting
- Design Progress Meetings (assume 1-hour bimonthly, virtual meetings for duration of design phase).
- Miscellaneous meetings and coordination with 3rd party consultant
- Workshops (2 total: Preliminary Design and 75% Final Design) – PM will meet with City staff to review deliverables at the Phase I - Preliminary Design Report Letter and Phase II - 75% Final Design milestones.

1.4 Cost Estimating

This activity includes the development of milestone cost estimates.

Assumptions: COP acknowledges that construction cost estimates, financial analyses and feasibility projections are subject to many influences including, but not limited to, price of labor and materials, unknown or latent conditions of existing equipment or structures, and time or quality of performance by third parties. Such influences may not be precisely forecasted and are beyond the control of BC and that actual costs incurred may vary substantially from the estimates prepared. BC does not warrant or guarantee the accuracy of construction or development cost estimates.

Preliminary Design Opinion of Cost

A Class IV (-30% to +50%) Opinion of Probable Construction Cost (OPCC) will be compiled based on the preliminary design completion level during the Phase I – Preliminary Design Letter Report phase. The OPCC will include a suitable level of contingencies.

Final Design Opinion of Cost

An OPCC will be compiled at both the approximately 75% design and 100% completion levels. This opinion will be a refinement of the preliminary design phase cost opinion and will include suitable level of contingencies. Class III (--20% to +30%) during the 75% and Class II (-15% to +20%) during the 100%.

1.5 Coordination with NorthStar Engineering

This activity includes coordinating with the COP's 3rd party engineering consultant (NorthStar Engineering).

The purpose of the coordination is to convey design points and elements that impact NorthStar's design as well as any changes during bid and construction phases that affect work areas by others. Review of NorthStar's design documents or design documents by others is not included as part of this task.

This task assumes up to six (6) 1-hour meetings with 2-3 BC staff plus additional hours for miscellaneous, informal communications.

1.6 Project Close-Out

During project close-out, BC will resolve final invoices, consolidate and archive project files.

1.7 Deliverables

The following deliverables will be provided as part of this phase:

- Invoices, with update summaries
- Meeting agendas, presentation materials, and minutes
- OPPCs

Phase 200 –Preliminary Design Services

Objectives

This phase provides the background studies and engineering analyses to allow the design to progress. As part of this project BC will provide engineering for the following services:

- Additional geotechnical services and review of Geotechnical Design Report
- Provide engineering analyses including design evaluation and a scour analysis the crossings.
- Identify permit requirements, coordinate with permit agencies, conduct necessary environmental and cultural studies, develop and submit permits required for design.

2.1 Additional Geotechnical Services

Additional geotechnical services to be provided by Terracon as a subconsultant to BC and will include:

- Laboratory testing of rock core sample for unconfined compressive strength
- State permits for monitoring wells (three total)

BC will review the geotechnical engineering report developed by Terracon for purposes of these design services for overall completeness, compatibility, and conformance with the work scope and other contract requirements.

2.2 Permitting

Permitting through local, county, state and federal agencies are anticipated for design locations associated with this scope of work. In addition, field studies are expected to be required elements of some of these permits and approvals as part of this work. BC will provide coordination and assistance

with the permitting planning and design-phase coordination of permits and evaluations only for the design location associated with the services provided herein. Activity under this task will be initiated in preliminary design and continue through final design.

This task includes the following activities:

- Conduct regulatory analysis and prepare a Permitting Matrix that identifies permits, licenses, agreements, and similar approvals required for design and construction of the Project.
- BC will provide services to assist COP with necessary permitting as required by the pipeline work associated with this scope of services only. Such permitting may consist of working with local, state, and federal agencies. Necessary permits for this work may include permits through the United States Corps of Engineers (USACE), United States Fish and Wildlife Service (USFWS), Colorado Department of Health and Environment, Pueblo County, and City of Pueblo.
- BC will coordinate the design documents to include permit requirements and a list of permits required to be obtained by the Contractor will be referenced in the specifications.
- To comply with Section 404 of the Clean Water Act, BC will conduct a stream and wetland delineation for waters of the United States (WOUTS) based on the likelihood of open cut construction through Wildhorse Creek and associated tributary(ies). Based on the project scope being related to water-related linear infrastructure, a Nationwide Permit 58 (NWP 58) will likely be suitable, and each stream crossing can be considered a single project and permitted under a NWP 58. The threshold is ½ acre of jurisdictional waters, and each crossing will need to meet that threshold individually. Per the Colorado Regional Conditions for the Nationwide Permits, a pre-construction notification (PCN) will be submitted to the USACE for authorization of WOTUS impacts. Required components of the PCN include project/applicant details, WOTUS delineation, impacts analysis, avoidance, and minimization discussion, preliminary threatened and endangered (T&E) species analysis and cultural review. (*Please note: If additional T&E or cultural information, surveys, reporting, or coordination is required by the USACE, additional scope and fees will be required.*)
- As part of the Section 404 permitting due diligence, BC has completed a species review using the USFWS Information for Planning and Consultation (IPaC) desktop review for potential Endangered Species Act protected species. Based on this review, the following species were listed as potential for occurrent in the project vicinity – Canada lynx, gray wolf, eastern black rail, green back cutthroat trout, and monarch butterfly. Based on preferred habitat and understanding of where currently, the black rail could have habitat in the project area (but unlikely) and the monarch butterfly habitat (milkweed species) should be assessed during the wetland stream delineation. It is not anticipated that habitat or species are present in the project area, but a field review and concurrence letter to the USFWS should be prepared. This includes the desktop review of habitat preference, field review during wetlands and streams delineation, and preparation of a letter of concurrence to the USFWS of our finding and request they agree not present in the project area. This letter will be included in the PCN for the USACE permit process.
    - (*Please note that our proposal does not include any field surveys for ESA-listed species. These services can be added through amendment as required.*) BC will make recommendations with regards to future permitting based on the required construction and discovery of protected species habitats. If this work triggers a consultation with the USFWS under ESA, this will be specifically communicated to the City.

- Also, as part of the Section 404 permitting due diligence, BC will conduct a desktop evaluation of the Project Area for cultural and historic resources using records and database review from common sources. It is anticipated no resources will be impacted based on this assessment. A concurrence letter will also be sent to the State Historic Preservation Office (SHPO) that will be included in the PCN for the Section 404 permit. *Please note that our proposal does not include any field surveys for cultural or historic resources. These services could be added through amendment as required).*
- Under the Migratory Bird Treaty Act (MBTA) and the Bald Eagles Act, a review of migratory birds associated with the project footprint will be assessed and the observation of active or potentially active raptor nesting sites will be documented during the stream and wetlands delineation. Based on what is noted, the technical specifications for the construction bid documents will be updated to reflect areas to be avoided during specific seasonal windows and activities that shall be implemented to comply with these statues.
- Finally, during the field surveys, active or previously active prairie dog burrows will be documented. If observed, a western burrowing owl survey will need to be conducted (*Separate scope and fee provided if necessary*). There are regulations requiring buffering the distance of land disturbance during key seasonal windows and/or sequencing construction activities to avoid burrowing owl nesting activities.

Task Assumptions

- If additional T&E or cultural information, surveys, reporting, or coordination is required by the USACE, additional scope and fees will be required
- Proposal does not include any field surveys for ESA-listed species. These services could be added through amendment as required
- Proposal does not include any field surveys for cultural or historic resources. These services could be added through amendment as required.
- CDPHE stormwater and dewatering permits shall be the responsibility of the selected contractor. BC is not providing permit support for these State permits.
- Permitting shall only pertain to the portion of sewer pipeline associated with this scope of services. Permits required beyond these limits shall be the responsibility of others.

2.3 Preliminary Design - Letter Report

The Preliminary Design Letter Report is a narrative description of the design criteria and installation solutions along with final recommendations used in the subsequent design document development, within following phases, to meet the COP's project requirements and objectives. The Letter Report will include the following:

- Identification of technical assumptions made, site requirements, and technical design criteria for use in Final Design.
- Design evaluation and recommendations for improvement of the pipe crossings. This may include shallowing the pipe depth.
- Results and recommendations of scour analysis at each crossing location.
- Permitting matrix to identify necessary permits to be completed during Final Design.

- Preliminary plan and profile drawings
- Expected drawing sheet index and construction specifications table of contents
- Opinion of probable construction cost (OPCC)

2.4 Topographic Survey Evaluation

The COP has existing survey data that is expected to be used and relied upon for the preliminary and final design work. BC will evaluate this information including control points, coordinate system (Colorado State Plane South Zone, NAD 1983 and USGS NVD 1929, feet), utility locations (ASCE 38-02 and SB 18-167; SUE level B), accuracy of data, mapping standards, and other information. Survey must be stamped by a professional surveyor in the state of Colorado.

If this topographic survey is not suitable for the final design, COP, at its option may request that the work be conducted by BC and their subconsultant, Manhard Consulting. Additional fee has been provided for these services. Topographic survey work assumes the City will provide an existing control network and monumentation. Survey will be confined to the existing easement width (assumed at 100 feet) as shown on NorthStar's drawings and extend to proposed manholes adjacent to the arroyo crossing locations (assumed at 500 feet per design location).

Site Visits

One (1) site visit is included during this phase to visually observe the "arroyo" crossing locations and to coordinate with surveyor.

Workshop

The Engineer will organize and attend one (1) Workshop Review Meeting with COP personnel as part of the Preliminary Letter Report draft deliverable. The workshop is for the following:

- Draft Letter Report submittal - A workshop will be held following the draft Letter Report submittal and sufficient review period (10 business days) by the COP. The purpose of the meeting is to review and resolve comments related to the Letter Report. This meeting is expected to last up to 1 hour and be held virtually in a Teams Meeting. Attendees include the design lead and the project manager.

Deliverables

The following deliverables will be provided as part of this phase:

- Preliminary Design - Letter Report submittal – Electronic copy
- Topographic survey evaluation - letter

Phase 300 – Final Design Services

3.1 Design Development Review (75%)

The 75 percent design effort will proceed following the COP's approval of the Preliminary Design Letter Report submittal and the associated workshop.

Objectives

Provide 75 percent level design drawings and technical specifications (applicable Divisions 1 through 50), in support of recommendations adopted during preliminary design. Additionally, prepare and coordinate submission of necessary permits.

Activities

Drawings will be provided in two design sets noted previously as Final Design Package 1 and Final Design Package 2.

Beginning and ending point of each crossing design will be to the pipe invert of the adjacent manhole, but exclusive of manhole, included in NorthStar's design. Sewer design upstream and downstream of these locations shall be the responsibility of others. BC will coordinate the connection locations, invert elevations, and details of these points with NorthStar.

Each drawing set will also include details for trench backfill, surface restoration, casings (if required) and other project details (such as in-channel bed protection or modification, if necessary).

BC will coordinate specifications and drawings with the COP and NorthStar. It is expected that BC will provide selected technical specs, separate bid form (summary of quantities), and drawings for each Design Package.

The following items will be provided as part of the 75 percent final design package:

- Select technical specifications (BC Format) – provided electronic only, prior to Workshop (these will depend on the selected pipe crossing alternative). Front end documents to be provided by the COP.
- Plan and profile drawing set. BC will provide to the COP an electronic (PDF) copy of this deliverable prior to Workshop. Includes cover, general, miscellaneous and detail sheets.
- Grading, erosion, and sediment control (GESC) drawings. BC will provide to the COP an electronic (PDF) copy of this deliverable prior to Workshop
- Opinion of Probable Construction Cost

75 Percent Design Review Workshop: The Engineer will organize and attend one (1) workshop review meeting with COP to review the submittal. The workshop will be held following the draft 75 percent submittal and City review period (10 working days). This meeting is expected to last up to 2 hours and be attended by the pipeline lead and the project manager.

3.2 100 Percent (Bid) Design

Following the 75 Percent Design Review Workshop, the 100 percent design effort will commence.

Objectives

- Comments generated from COPs review of 75 percent deliverable and Design Review Workshop will be addressed.
- Complete Final design and provide stamped design documents (drawings and specifications)

Activities

The following deliverables will be provided as part of this phase:

- 100 Percent Submittal – Select technical specifications sections (BC Format) along with the 100 Percent Final Design (Bid) drawings. BC will provide to the COP an electronic (PDF) copy of this deliverable.
- It is assumed that the COP is providing front-end (Division 0 – Procurement and Contracting Requirements) specifications.

Phase 400 – Bid Phase Services

Objectives

Bid phase services includes the following tasks:

- Contractor Prequalification and Solicitation (Optional Work)
- Addressing bidder questions
- Develop and distribute addenda
- Attendance at pre-bid conference
- Review bid documents and provide recommendation
- Compile and Deliver Issued for Construction Documents

Activities

Contractor Pre-Qualification (Optional Work)

BC will assist the City of Pueblo in advertising for proposals from construction contractors to construct the proposed project by providing an appropriate advertisement for City use. (It is anticipated that the City will cover publication costs required as part of the bidding process.)

BC will assist the City in reviewing the Contractor proposals and will provide the City with a "fact sheet" summarizing the Contractor's proposals.

Bid Solicitation

BC will assist the City of Pueblo in advertising for bids from construction contractors to construct the proposed project by providing an appropriate advertisement for City use. (It is anticipated that the City will cover publication costs required as part of the bidding process.)

Attendance at Pre-Bid Conference

BC will attend and provide support to City at the Pre-Bid Conference. It is assumed the City will be leading the Pre-Bid Conference.

Bidding Documents

Bidding documents will be obtained by the bidding Contractors from the City website.

Bidder Questions

Answer questions of prospective bidders during the advertisement and bidding period. This includes modifying the questions into a format suitable for inclusion in addendum.

Addenda

Prepare not more than two addenda, as required, to modify or amend the bidding documents as appropriate during the bidding period.

Bid Opening

Bids will be received by the City of Pueblo. BC will not attend the bid opening.

Bidder Evaluation

Review the submitted bids. Brown and Caldwell will assist the City of Pueblo in summarizing results of the review and making a recommendation regarding acceptance of the bid and award of the contract.

Issued for Construction (IFC) Drawings

- Incorporate changes made by addenda and produce a final set of IFC contract documents. Issued for Construction Drawings are to be stamped by a BC Colorado licensed Professional Engineer.

Phase 500 – Construction Phase Services

Objectives

Bid phase services includes the following tasks:

- Attend pre-construction meeting
- Conduct periodic site visits
- Material submittal (and resubmittal) review
- Review and respond to RFIs
- Change Order Assistance

Activities

Upon authorization from the City, Brown and Caldwell will perform the following engineering services related to Final Design Package 1 during construction.

Meetings and On-Site Services

On-site services during construction phase will include attendance at the pre-construction meeting, attendance at two (2) construction progress meetings, and construction observation performed in conjunction with the progress meetings. An additional two (2) site visits are added to this to be used at the request of the City or as needed to support project. It is assumed that a total of no more than four (4) trips to the site will be required (budgeted 8 hours for one person per visit.)

Shop Drawing Submittals

Review shop drawings submitted by the Contractor to assess the conformance of equipment proposed by the Contractor with the design intent of the contract documents and indicate to the Contractor the acceptability of such equipment. It is assumed that ten (10) shop drawings will be reviewed by the Engineer. BC assumes no more than (2) reviews per shop drawing submittal. A total of three (3) hours has been budgeted for review of the initial shop drawing submittal and one (1) hours for review of re-submittals. It is assumed half of initial shop drawings will require resubmittal. BC will maintain a shop drawing submittal log.

Requests for Information

Respond up to four (4) Requests for Information (RFI) submitted by the construction contractor to help clarify the intent of the contract documents. Sixteen hours (16) hours have been allotted for this task. BC will maintain an RFI log.

Change Orders

Provide assistance, where applicable, on reviewing up to one (1) proposed change orders. Assistance can be in the form of collaboration, coordination and minor design alterations,
Assist with determination of conformance with the original design intent and cost effectiveness. Sixteen (16) hours have been allotted for this task.

Phase 600 – Supplemental Services (Optional Work)

While the following tasks are not expected to be necessary as part of this scope execution, if desired or beneficial to the project, they can be added as additional/supplemental services. Upon written authorization by Pueblo WW and mutual agreement on scope and fee, BC shall provide these supplemental services as needed for the Design, Construction, and Post Construction phases of this Project. Supplemental services may include any of the following:

6.1 Environmental Permitting Related Field Surveys.

Additional field surveys associated with Task 2.2 that may be required for federal/state permits.

6.2 Decommissioning of Monitoring Wells.

Additional effort by geotechnical subcontractor to decommission monitoring wells in accordance with the Department of Water Resources.

6.3 Owner's Advisor Services.

Review and comment of design documents by others on behalf of the COP.

6.4 Permitting Support for One Additional Jurisdictional Crossing.

Provide additional permitting support needed to permit one additional USACE jurisdictional crossing. Additional support does not include design of the sewer for the crossing.

6.5 Bid and Construction Phase Services for Final Design Package 2.

Provide bid and construction services similar to Final Design Package 1.

6.6 Unexpected Subsurface Conditions.

Additional design effort to account for unexpected subsurface conditions. May include additional geotechnical investigations as needed

6.7 Differing Conditions During Construction.

Review and analysis of Contractor claims for differing subsurface and physical conditions.

6.8 Additional Site Visits (Construction Phase).

Additional site visits above what has been assumed previously for construction phase services.

6.9 Record Drawings.

Development of record drawings post construction at the request of the City.

Phase 700 – Owner's Contingency (Optional Work)

Upon written authorization by Pueblo WW and mutual agreement on scope and fee, BC shall provide additional services as required by the project. Contingency services may be required due to unavoidable schedule delays, Contractor performance issues, or other items as authorized by Pueblo WW.

Project Assumptions and Limitations

The following assumptions were made in the development of this Scope of Services:

- Geotechnical data and recommendations are provided for informational use of BC. Should data and reports be used by others, it must be verified (Colorado PE stamped) by the responsible party. BC will be allowed to rely upon this data during the design.
- The design of sewers at the arroyo crossings can be accomplished without the use of deep foundation systems or structural support systems (such as an aerial crossing). These can be added with additional fee, if necessary.
- Topographical Survey: Survey data has been obtained by others for the project areas. However, age and completeness of this data is unknown. Existing survey data will be evaluated by BC for use in development of the final design documents. It is assumed that the existing topographical data is accurate and will not be independently verified if deemed to be complete, reliable and usable for BC final design. However, if this data is determined not to be suitable, additional scope and fee has been included on this scope of services to accomplish this task.
- We are not aware of existing utilities being located in the areas of the arroyo crossings and therefor, no utility test holes (potholes) or SUE level A data is anticipated to be needed for the design. This work is not included and has not been provided for in this scope of services. Should this work be required, BC can provide a scope and fee for these services.
- BC's sewer design alignment (location of the arroyo crossings) will rely on the NorthStar existing design of the Southern Colorado Clinic Sanitary Sewer Outfall for location of the arroyo crossings. Northstar remains the sole engineer in responsible charge for the overall system and layout of the Southern Colorado Clinic Sanitary Sewer Outfall and is solely responsible to meet any and all appropriate Local, State, and Federal codes, standards and regulatory requirements.
- A third-party developer and their engineer of record is responsible for design, bid and construction of the proposed sanitary sewer that includes the Wildhorse Creek crossing (referred to as Final Design Package 2 in the scope of services). For this project, the City is independently hiring BC to solely perform geotechnical services, preliminary and final design for a standalone bid package for a single arroyo crossing. The primary intent of this package is to confirm a reasonable depth for this single arroyo crossing as it may affect downstream system elevations for the Wildhorse Creek Crossing extension section. We understand that the City does not plan to bid BC's design package, therefore does not intend to hire BC for bid or construction related services. We understand this final design package may be shared by the City with an unrelated third-party developer as a reference for potential coordination or modifications to the developer's own separate system extension design. If the City provides BC's design of this single arroyo crossing to the Developer, any use and interpretation of requirements will be at the Developer and their Professional Engineer's own risk. BC will not be contracting separately with the third-party developer or their engineer.
- BC assumes no responsibility for the accuracy, completeness or quality of design work by others to verify connectivity is acceptable. BC assumes no responsibility for delays to BC schedule because of delays by others in making such verifications.
- BC assumes no responsibility for the accuracy, completeness, or quality of design work by third parties. Review and/or recommendations of design work by third parties is not provided for in this scope of services.

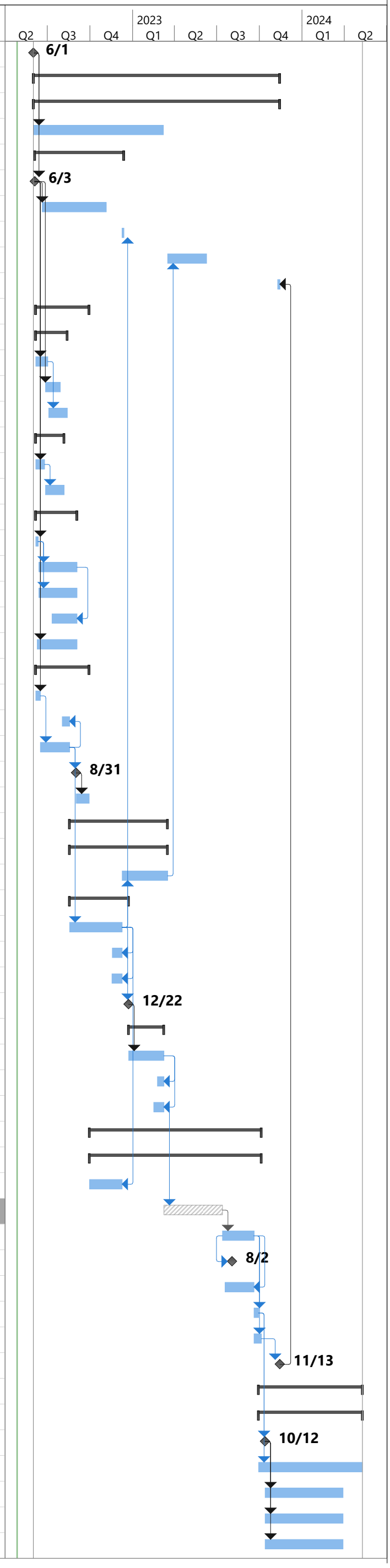
- BC assumes project is to be designed and constructed via the open-cut method. Scope excludes tunneling design and associated efforts. Should the project require a trenchless installation, a scope and fee can be developed to provide a tunnel design for the sewer.
- The Preliminary Design Letter Report and other deliverables will be revised once each, pursuant to the COP's comments and suggestions.
- BC assumes sizing of the sewer has been completed and will be provided by the City. BC assumes no hydraulic analysis or sewer modeling, or other means of hydraulic capacity verification is required as part of this project.
- BC assumes the City has obtained adequate permanent and temporary access/construction easements to construct the sewer and complete necessary restoration of arroyos. If additional easement (temporary or permanent) to construct the sewer or perform restoration work, it shall be the responsibility of the City to obtain.
- A design review comment/resolution log will be maintained to capture formally submitted or documented COP comments. Changes resulting from comments will be incorporated to the design documents; however, design will proceed without resubmittal of each design milestone deliverable. The comment log will capture the resolution to each comment and BC will document acceptance from the COP to each item logged and resolved.
- Design drawing format will be 2D in AutoCAD, based upon COP drawing standards, supplemented by BC standards, as required.
- Deliverables will be submitted in electronic PDF format for COP use. No hard copy deliverables are provided. Electronic deliverable formats will be limited to PDF, AutoCAD, MS Word and MS Excel. BC will not provide other electronic formats or any other proprietary or licensed software for use by the COP. No software will be specifically written for this project. Final design phase will not commence until all decisions are final and COP approves the Preliminary Design Letter Report.
- The anticipated project construction mechanism is a conventional design-bid-build. It is assumed that COP will lead the bid phase. Bid phases support services shall be provided for in this scope of work for the three arroyo crossing design package (referred to a Final Design Package 1 in this scope of services).
- This work includes providing design specifications and drawings for two construction contracts. Construction to include only a single contract advertisement. No additive or deductive alternates will be included on the bid form or contract documents.
- No prepurchase of materials or equipment is expected.
- Restoration of site to include seeding and grading. Landscaping or irrigation system is not included.
- Design will be based on federal, state and local codes and standards in effect on the date of the notice to proceed. Any changes to these codes may necessitate a change in scope.
- Investigation and remediation of possible hazardous waste, asbestos, lead paint or other types of contamination is not anticipated to be required. If evidence is observed in the field or other information becomes available to warrant investigations, these can be added as additional services.

PROJECT SCHEDULE

City of Pueblo

Southern Colorado Clinic - Sanitary Sewer Outfall - Sewer Crossing Design

ID	Phz.Task	Task Name	Duration	Start	Finish
1		**Notice to Proceed**	0 days	Wed 6/1/22	Wed 6/1/22
2	**100**	**100 - Project Management and Administration**	**379 days**	**Wed 6/1/22**	**Mon 11/13/23**
3	**100.001**	**Project Management**	**379 days**	**Wed 6/1/22**	**Mon 11/13/23**
4		Project Control and Reporting	10 mons	Wed 6/1/22	Tue 3/7/23
5		**Project Meetings**	**136 days**	**Fri 6/3/22**	**Mon 12/12/22**
6		*Conduct Project Kickoff Meeting*	0 days	Fri 6/3/22	Fri 6/3/22
7		*Biweekly Progress and Miscellaneous Meetings*	5 mons	Mon 6/20/22	Fri 11/4/22
8		*Design Workshops*	2 days	Fri 12/9/22	Mon 12/12/22
9		Coordination with NorthStar Engineering	3 mons	Fri 3/17/23	Thu 6/8/23
10		Project Close-Out	3 days	Thu 11/9/23	Mon 11/13/23
11	**200**	**200 - Preliminary Design Services**	**83 days**	**Mon 6/6/22**	**Wed 9/28/22**
12	**200.001**	**Geotechnical Field Investigations, Data Collection and Re**	**50 days**	**Mon 6/6/22**	**Fri 8/12/22**
13		*Additional Testing*	20 days	Mon 6/6/22	Fri 7/1/22
14		*Groundwater Monitoring; Well Permits*	24 days	Mon 6/27/22	Thu 7/28/22
15		*Geotechnical coordination*	30 days	Mon 7/4/22	Fri 8/12/22
16	**200.002**	**Topographic Survey**	**45 days**	**Mon 6/6/22**	**Fri 8/5/22**
17		*Utility Identification and Private Utility Locates*	15 days	Mon 6/6/22	Fri 6/24/22
18		*Field Topographic Survey*	30 days	Mon 6/27/22	Fri 8/5/22
19	**200.003**	**Permitting, Environmental and Cultural/Historical Resour**	**65 days**	**Mon 6/6/22**	**Fri 9/2/22**
20		*Develop and Maintain Permit Matrix*	5 days	Mon 6/6/22	Fri 6/10/22
21		*Coordination with Local, County, & State Permitting Agenc*	60 days	Mon 6/13/22	Fri 9/2/22
22		*Coordination with Federal Permitting Agencies*	60 days	Mon 6/13/22	Fri 9/2/22
23		*Local, County, & State Permits*	40 days	Mon 7/11/22	Fri 9/2/22
24		*USACE Section 404 Permit & Field Surveys*	62 days	Thu 6/9/22	Fri 9/2/22
25	**200.004**	**Preliminary Design Letter Report**	**83 days**	**Mon 6/6/22**	**Wed 9/28/22**
26		*Scour Analysis*	8 days	Mon 6/6/22	Wed 6/15/22
27		*Opinion of Probable Construction Cost*	12 days	Tue 8/2/22	Wed 8/17/22
28		*Draft Development of Letter Report*	45 days	Thu 6/16/22	Wed 8/17/22
29		*Review meeting*	0 days	Wed 8/31/22	Wed 8/31/22
30		*Final Development of Letter Report*	20 days	Thu 9/1/22	Wed 9/28/22
31	**300**	**300 - Final Design Services**	**151 days**	**Thu 8/18/22**	**Thu 3/16/23**
32	**300.001**	**Final Design**	**151 days**	**Thu 8/18/22**	**Thu 3/16/23**
33		*Coordination with Permitting Agencies*	70 days	Fri 12/9/22	Thu 3/16/23
34		***Design Development Review***	**91 days**	**Thu 8/18/22**	**Thu 12/22/22**
35		*75% Design Drawings*	81 days	Thu 8/18/22	Thu 12/8/22
36		*75% Technical Specifications*	15 days	Fri 11/18/22	Thu 12/8/22
37		*75% OPCC*	16 days	Thu 11/17/22	Thu 12/8/22
38		*Review meeting*	0 days	Thu 12/22/22	Thu 12/22/22
39		***Issue for Construction Set***	**54 days**	**Fri 12/23/22**	**Wed 3/8/23**
40		*100% Design Drawings*	54 days	Fri 12/23/22	Wed 3/8/23
41		*100% Technical Specifications*	10 days	Thu 2/23/23	Wed 3/8/23
42		*100% EOPCC*	16 days	Wed 2/15/23	Wed 3/8/23
43	**400**	**400 - Bid Phase Service**	**264 days**	**Fri 9/30/22**	**Wed 10/4/23**
44	**400.001**	**Bid Phase Activities**	**264 days**	**Fri 9/30/22**	**Wed 10/4/23**
45		*Contractor Prequalification & Solicitation*	50 days	Fri 9/30/22	Thu 12/8/22
46		PROJECT FLOAT - (Advertisement date selected by City)	*90 days*	*Thu 3/9/23*	*Wed 7/12/23*
47		*Advertisement (by City)*	48 days	Thu 7/13/23	Mon 9/18/23
48		*Attend Pre-bid Conference & field walk*	0 days	Wed 8/2/23	Wed 8/2/23
49		*Address Bidder Questions & Addenda*	44 days	Wed 7/19/23	Mon 9/18/23
50		*Review Bid Documents and Provide Recommendation*	8 days	Tue 9/19/23	Thu 9/28/23
51		*Compile and Deliver IFC Documents*	12 days	Tue 9/19/23	Wed 10/4/23
52		**Contract Closeout (Design & Bidding)**	0 days	Mon 11/13/23	Mon 11/13/23
53	**500**	**500 - Construction Phase Service (Optional Work)**	**160 days**	**Fri 9/29/23**	**Thu 5/9/24**
54	**500.001**	**Construction Phase (Optional Work)**	**160 days**	**Fri 9/29/23**	**Thu 5/9/24**
55		*Attend Pre-Construction Meeting (x2)*	0 days	Thu 10/12/23	Thu 10/12/23
56		*Conduct Periodic Site Visits (x8)*	8 mons	Fri 9/29/23	Thu 5/9/24
57		*Submittal and Resubmittal Review*	6 mons	Fri 10/13/23	Thu 3/28/24
58		*Review and Respond to RFIs*	6 mons	Fri 10/13/23	Thu 3/28/24
59		*Change Order Assistance*	6 mons	Fri 10/13/23	Thu 3/28/24



Pueblo, City Dept of Wastewtr (CO) - Wildhorse Creek Crossing Design

Phase	Phase Description	Keil, Kevin A	Lambert, Keli A	Rossillon, Tina	Wieder, Tobin J	Foged, Nathan H	Michalos, Christopher	Pennington, Thomas	Lewallen, Elisa A	Turner, Scott A	Engle, Brandi	DeSouza, Elton G	Wilson, Chandler	Higbee, Scott P	Fulk, Reginald	Pershing, Russell A	Total Labor Hours	Total Labor Effort	Other	Lodging and Food	Other Travel	Total ODCs	Manhard	Terracon	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		PM	PA	Civil Engineer	Project Engineer	Scour QA/QC	Scour SME	Geotech SME	Permitting	Cost Est	Project Asst	Sewer QA/QC	Design Manager	Tech Advisor	CAD Manager	CAD Designer							Cost	Cost				
		$214.00	$101.00	$184.00	$122.00	$240.00	$240.00	$240.00	$143.00	$184.00	$101.00	$240.00	$214.00	$240.00	$143.00	$122.00												
100	**Project Mgmt. and Admin**	30	40	4	4	0	8	0	0	0	0	0	74	0	4	4	**168**	**30,500**	0	0	0	**0**	0	0	**0**	**0**	**0**	**30,500**
200	**Preliminary Design Services**	4	0	16	48	8	52	8	152	12	0	8	38	4	0	20	**370**	**63,372**	0	50	170	**220**	11,500	2,350	**13,850**	**14,070**	**15,477**	**78,849**
300	**Final Design Services**	8	0	64	48	8	32	4	0	18	12	8	36	12	0	118	**368**	**61,328**	0	0	0	**0**	0	0	**0**	**0**	**0**	**61,328**
400	**Bid Phase Service**	0	0	0	20	0	2	0	0	0	0	0	22	2	0	8	**54**	**9,084**	0	50	170	**220**	0	0	**0**	**220**	**242**	**9,326**
500	**Construction Phase Service**	0	0	8	52	0	20	4	0	0	0	0	36	2	0	2	**124**	**22,004**	0	250	850	**1,100**	0	0	**0**	**1,100**	**1,210**	**23,214**
600	**Supplemental Services**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	**0**	27,273	0	0	**27,273**	0	0	**0**	**27,273**	**30,000**	**30,000**
700	**Owner Contingency**	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	**0**	**0**	22,727	0	0	**22,727**	0	0	**0**	**22,727**	**25,000**	**25,000**
	GRAND TOTAL	**42**	**40**	**92**	**172**	**16**	**114**	**16**	**152**	**30**	**12**	**16**	**206**	**20**	**4**	**152**	**1,084**	**186,288**	**50,000**	**350**	**1,190**	**51,540**	**11,500**	**2,350**	**13,850**	**65,390**	**71,929**	**258,217**

City Clerk's Office Item # R-3

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Nicholas A. Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND PHILOSOPHY COMMUNICATIONS, INC. TO PERFORM BRANDING CONSULTATIONS FOR THE PUEBLO FOOD PROJECT ENTREPRENEUR DEVELOPMENT PROGRAM FOR $3,000

SUMMARY:

Attached is an Ordinance approving and accepting a Professional Services Agreement with Philosophy Communications, Inc., for the purpose of branding consultations for the 12 students in the Pueblo Food Project's Entrepreneur Development Program. This Ordinance approves payment to Philosophy in the amount of $3,000.00 from Project No. CO2102.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Pueblo Food Project had been gifted $20,000 from the Gerone-Nicksich Foundation for the purpose of supporting the Pueblo Food Project Entrepreneur Development Program (PFPEDP). This Ordinance utilizes a portion of those grant funds to purchase services for the purpose of branding consultations. This Ordinance will approve a Professional Services Agreement for those services in the amount of $3,000.00, to be paid from Project No. CO2102.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not be able to provide the services for the Entrepreneur Development Program.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Agreement for Professional Services

ORDINANCE NO. 10187

AN ORDINANCE APPROVING AND ACCEPTING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO AND PHILOSOPHY COMMUNICATIONS, INC. TO PERFORM BRANDING CONSULTATIONS FOR THE PUEBLO FOOD PROJECT ENTREPRENEUR DEVELOPMENT PROGRAM FOR $3,000

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

SECTION 1.

The Agreement for Professional Services ("Agreement") between the City of Pueblo, a Colorado Municipal Corporation, and Philosophy Communications, Inc., a Colorado Corporation, supporting efforts of the Pueblo Food Project's Entrepreneur Development Program for a total of $3,000.00, 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 hereby authorized to execute the Agreement 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. The City Clerk shall affix the Seal of the City thereto and attest same, as appropriate.

SECTION 3.

Payments made pursuant to the Agreement shall be made from Project No. CO2102.

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 Agreement to implement the transactions 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 May 23, 2022.

Final adoption of Ordinance by City Council on June 13, 2022.

President of City Council

Action by the Mayor:

☒ Approved on June 15, 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 PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered this 5th day of May, 2022 ("Effective Date"), by and between the City of Pueblo, a Colorado Municipal Corporation, (hereinafter referred to as "Client") and Philosophy Communications, Inc., a Colorado Corporation, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to the Pueblo Food Project Startup Entrepreneur Development Program and related ancillary services, hereinafter referred to as the "Project". In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

(a) Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in *Schedule 1* attached hereto and incorporated herein by reference, including but not limited to the performance of brand audits for Project participants. Such services shall include all usual and customary professional consulting services in connection with Consultant's work on the Project.

(b) Consultant shall maintain prudent and accurate records of all transactions. The Consultant shall track all project activities. Client will not reimburse or otherwise pay for any of Consultant's transactions, as such costs are part of Consultant's business.

(c) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

(d) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

SECTION 2. CONSULTANT'S RESPONSIBILITIES.

(a) Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including reports and other services, notwithstanding Client's initial acceptance of same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; and Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees, if any.

(d) Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Statement of Work described in *Schedule 1* or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated. Unauthorized work shall not be compensated.

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. $3,000.00. Said sum shall be paid to Consultant following execution of this Agreement and within forty-five (45) days of invoice by Consultant.

(b) Consultant shall submit periodically, but not more frequently than monthly, records of time worked and services rendered. Records shall contain appropriate documentation, if available, evidencing that such services have been performed. Consultant must submit a written request and obtain signed approval prior to completing any work beyond the scope of this agreement.

(c) No separate or additional payment shall be made for profit, overhead, telephone expenses, travel, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(d).

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES.

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, data, and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5,000.00 or 5% of the maximum contract price.

(c) Client shall examine all documents presented by Consultant, and render decisions pertaining thereto within a reasonable time. The Client's approval of any reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of forty-five (45) days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERM AND TERMINATION.

(a) Term. The term of this Agreement begins on the Effective Date and ends on March 31, 2023, unless the project is completed and approved by the Project Representative prior to that date or the term is sooner terminated in accordance with this Agreement. Client reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

(b) 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 Client 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 Client.

(c) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon

written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(d) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid the monthly rate on a pro-rated basis 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 Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(e) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to Client, or (b) payment at the monthly rate on a pro-rated basis for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS.

In the event the Project will require access to property not under the control of Client, Consultant and Consultant's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Consultant in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Consultant understands and agrees that entry to some property by Consultant may be subject to compliance by Consultant with the terms and conditions of an access agreement in accordance with section 1(d) of this Agreement.

SECTION 7. EQUIPMENT AND SOFTWARE.

Consultant will not be provided with Client owned equipment ("Equipment"), such as computers or software, for Consultant's work on the Project. All equipment must be provided by Consultant and Consultant shall make no claim to any Equipment or other Client property provided under this Agreement. Consultant shall cooperate in all instances with Client to ensure compliance with Client's policies, including its information technology policies, and the protection of Client's data and systems.

SECTION 8. USE OF DOCUMENTS.

Data, plans, reports, and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, and Client shall be vested with all rights therein of whatever kind or nature and however created, whether by common law, statute, or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, plans, reports and all other data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion, and (ii) in full compliance with the requirements of this Agreement and applicable regulations.

SECTION 9. INSURANCE AND INDEMNITY.

(a) Consultant agrees that it shall procure 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 personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from claims for damages for professional liability.

(b) Consultant agrees to hold harmless, defend, and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors, and consultants.

SECTION 10. REQUIRED GRANT PROVISIONS

(a) Consultant understands that Client may be funding the Project in whole or part with funds provided through private, State, and Federal grants, including but not limited to the American Rescue Plan Act ("ARPA"). Consultant agrees it is subject to and shall comply with all applicable provisions of said grants, the Act under which the contract award has been made, and applicable regulations.

(b) Consultant shall comply with all applicable Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by Client and the grant providers at any time during normal business hours and as often as Client and the grant providers deem necessary, to audit, examine, and make excerpts or transcripts of relevant information, and otherwise to perform official functions or duties.

SECTION 11. SUBCONTRACTS.

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 12. MISCELLANEOUS.

(a) 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 Consultant or Client 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 Client, Attention: Nicholas A. Gradisar, Mayor, 1 City Hall Place, Pueblo, Colorado 81003; or to Consultant, Attention: Shauna Boyd, Boyd's Bookkeeping and Administrative Services, LLC, 526 S. Cond Drive, Pueblo West, Colorado, 81007. 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.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of *Schedule 1* or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national

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

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law, then this entire Agreement shall be void.

(h) Electronic Signatures. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

SECTION 13. STATE-IMPOSED MANDATES PROHIBITING WORKERS WITHOUT AUTHORIZATION FROM PERFORMING WORK.

(a) At or prior to the time for execution of this Agreement, Consultant shall submit to the Purchasing Agent of the Client 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 Agreement 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 United States 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 employment eligibility of all employees who are newly hired for employment to perform work under this Agreement.

(b) Consultant shall not:

(i) Knowingly employ or contract with a Worker without Authorization to perform work under 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 Agreement.

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

(i) The Consultant shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Agreement 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 Agreement is being performed.

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

A. Notify the subcontractor and the Purchasing Agent of the Client within three (3) days that 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 contracted with 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 an investigation 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 for termination. In the event of such termination, the Consultant shall be liable for Client's actual and consequential damages.

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

SECTION 14. PERA LIABILITY.

Consultant shall reimburse the Client for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the Client under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as the Effective Date.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By: _____
Nicholas A. Gradisar, Mayor

Attest: _____
City Clerk

[S E A L]

PHILOSOPHY COMMUNICATIONS, INC.

By: Tera Keatts

Title: Partner

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

SCHEDULE 1
STATEMENT OF WORK

Pueblo Food Project
Startup Entrepreneur Program Branding Consulting
Statement of Work
April 1, 2022

Philosophy Communication is pleased to provide the following scope of services to the Pueblo Food Project for branding consulting.

Scope

- Develop 2-hour branding 101 curriculum and present to Startup Semester course participants on April 19
- Develop branding overview and worksheet for course participants to complete
- Conduct 1-hour phone or Zoom consultation with each of the 12 course participants to evaluate and provide recommendations on:
    - Brand pyramid worksheet
    - Logo and packaging design
    - Marketing strategies

Timeline

- To be completed by May 31, 2022

Budget

- $3,000 ($250 per consultation)

# # #

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: May 23, 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 TRANSFERRING $609,245 FROM THE 2022 UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT CI2205 FIRE STATIONS 6, 8, AND 11, AND BUDGETING AND APPROPRIATING $609,245 FOR SAID PROJECT

SUMMARY:

This Ordinance transfers $609,245 from the 2022 fund balance of the General Fund for professional services, and budgets and appropriates $609,245 to project CI2205 Fire Station 6, 8, and 11 Projects.

PREVIOUS COUNCIL ACTION:

Ordinance 10110, dated January 24, 2021, established the Fire Station 6, 8, and 11 Projects, Project No. CI2205 and budgeted and appropriated $600,000.00.

BACKGROUND:

The project is part of infrastructure and response improvements for the City of Pueblo and its Fire Departments. The project is specifically to develop a design that will work for the relocation of fire stations 6 and 8 and a new fire station for 11. These stations will be constructed according to modern fire service needs for a healthier/safer environment as well as 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 transfers additional funds in the amount of $609,245 from the 2022 fund unappropriated balance of the General Fund to project CI2205. The funds are for the design and construction of three (3) new fire stations, 6, 8, and 11, and budgets and appropriates funds in the amount $609,245 to the said project.

FINANCIAL IMPLICATIONS:

Funds in the amount of $609,245 will be transferred from the 2022 unappropriated fund balance of the General Fund to Project CI2205.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Denial of the Ordinance will cancel the Fire Stations 6, 8, and 11 Projects.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO. 10188

AN ORDINANCE TRANSFERRING $609,245 FROM THE 2022 UNAPPROPRIATED FUND BALANCE OF THE GENERAL FUND TO PROJECT CI2205 FIRE STATIONS 6, 8, AND 11, AND BUDGETING AND APPROPRIATING $609,245 FOR SAID PROJECT

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

SECTION 1.

Funds in the amount of $609,245.00 are hereby transferred from the 2022 unappropriated fund balance of the General Fund into Project No. CI2205, and budgeted and appropriated for said Project.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of the Ordinance to implement the policies and procedures described 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 May 23, 2022.

Final adoption of Ordinance by City Council on June 13, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on June 15, 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

City Clerk's Office Item # R-5

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director of Aviation

SUBJECT: AN ORDINANCE ACCEPTING AN AMENDMENT TO THE AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) GRANT AGREEMENT NO. 3-08-0046-042-2021 AND BUDGETING AND APPROPRIATING EIGHTEEN DOLLARS TO PROJECT NO. AP2102

SUMMARY:

This Ordinance accepts an amendment to the ACRGP Grant Agreement for the Coronavirus Response and Relief Supplemental Appropriation (CRRSA) Act Grant No. 3-08-0046-042-2021 increasing the maximum obligation of the United States by $18.00 (from $1,004,155.00 to $1,004,173.00).

PREVIOUS COUNCIL ACTION:

Ordinance No. 9904 approved in March 2021, accepted a grant agreement between the City of Pueblo and the FAA and awarded $1,004,155.00 to the Pueblo Memorial Airport.

BACKGROUND:

In 2021, the Federal Aviation Administration (FAA) acting on behalf of the United States of America awarded grant funds to primary airports from under the Airport Coronavirus Relief Grant Program (ACRGP). Per the provisions of the (CRRSA) Act, the FAA has calculated a reallocation of CRRSA Act funds to primary airports based on the amount of funds remaining after eligible U.S. airports declined or failed to claim their funds.

FINANCIAL IMPLICATIONS:

Funds in the amount of $18.00 will be budgeted and appropriated to Project AP2102.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not applicable to this Ordinance.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
FAA Memorandum

ORDINANCE NO. 10189

AN ORDINANCE ACCEPTING AN AMENDMENT TO THE AIRPORT CORONAVIRUS RELIEF GRANT PROGRAM (ACRGP) GRANT AGREEMENT NO. 3-08-0046-042-2021 AND BUDGETING AND APPROPRIATING EIGHTEEN DOLLARS TO PROJECT NO. AP2102

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

SECTION 1.

The Letter Amendment No. 1 (the "Amendment") to the Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement No. 3-08-0046-042-2021 (the "Agreement"), received from the United States of America acting through the Federal Aviation Administration ("FAA"), making available an additional eighteen dollars ($18.00) in federal funds for costs related to operations and maintenance expenses 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.

Funds in the amount of $18.00 received per the Amendment are hereby budgeted and appropriated to Project No. AP2102.

SECTION 3.

Should additional funds be received pursuant to the Agreement or the Amendment, as each may be further amended by the FAA, said funds shall be budgeted and appropriated to Project No. AP2102 without the need for an additional ordinance.

SECTION 4.

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 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 May 23, 2022.

Final adoption of Ordinance by City Council on June 13, 2022.

President of City Council

Action by the Mayor:

☒ Approved on June 15, 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

Federal Aviation Administration

Memorandum

Date: August 16, 2021

To: Robin Nowakowski, Financial Services, AMK-311

From: David F. Cushing, Manager DAVID F CUSHING Digitally signed by DAVID F CUSHING Date: 2021.08.19 08:47:18 -04'00'
Airports Financial Assistance Division, APP-500

Subject: Execution Dates for Coronavirus Response and Relief Supplemental Appropriation Amendments

The purpose this memorandum is to serve as the execution dates, September 14, 2021 through September 17, 2021, for the amended Coronavirus Response and Relief Supplemental Appropriation (CRRSA) grant amendments.

Per the provisions of the CRRSA Act, the Federal Aviation Administration (FAA) has calculated a reallocation of CRRSA Act funds to primary U.S. airports based on the amount of funds remaining after eligible U.S. airports declined or failed to claim their funds. As a result, the FAA amended the grantee's Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement, referenced in the Amendment Letter, to increase the maximum obligation of the grantee's ACRGP grant.

U.S. Department
of Transportation

Federal Aviation Administration

08/17/2021

Pueblo Memorial Airport
Pueblo, CO

Dear Airport Sponsor:

Pueblo Memorial Airport
CRRSA Grant No 3-08-0046-042-2021
DUNS No 01-062-0284
Letter Amendment (Amendment No. 1)

Per the provisions of the Coronavirus Response and Relief Supplemental Appropriation (CRRSA) Act, the Federal Aviation Administration (FAA) has calculated a reallocation of CRRSA Act funds to primary U.S. airports based on the amount of funds remaining after eligible U.S. airports declined or failed to claim their funds. As a result, the FAA intends to amend your Airport Coronavirus Relief Grant Program (ACRGP) Grant Agreement, referenced above, to increase the maximum obligation of your ACRGP grant.

This amendment letter effects the ACRGP Grant Amendment and commits the FAA, acting for and on behalf of the United States of America, to increase the maximum obligation of the United States by $18.00 (from $1,004,155.00 to $1,004,173.00). This document is incorporated into and constitutes Amendment No. 1 to the above-referenced ACRGP Grant Agreement. All other terms and conditions of the CRRSA Grant Agreement remain in full force and effect.

As stated, this Amendment, increasing the maximum obligation of this grant, will go into effect unless you **expressly decline** to accept this amendment by **September 3, 2021**. If you wish to decline these additional funds, please sign the statement below and return an electronic copy to CARESAirports@faa.gov by September 3, 2021. If your response is not provided to the FAA by this date, additional funds will be obligated on your grant. If you have already drawn down all the funds on your ACRGP grant, you must provide a signed Federal Financial Report (SF-425) and a closeout report when you submit a payment request for these additional funds. A sample of the closeout report can be found at https://www.faa.gov/airports/crrsaa/.

Sincerely,

David F. Cushing
Manager,
Airports Financial Assistance Division

City Clerk's Office Item # R-6

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 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 A HANGAR LEASE AGREEMENT FOR 522 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SOUTHERN COLORADO FLIGHT PROFESSIONALS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Hangar Lease Agreement with Southern Colorado Flight Professionals, LLC, a Colorado limited liability corporation.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND

The City owns 522 Skyway Street at the Pueblo Memorial Airport, which can be leased out on a month-to-month basis for the storage of aircraft and commercial services. The building was vacant effective April 30, 2022, and can be leased to Southern Colorado Aviation Professionals, LLC, starting May 12, 2022.

FINANCIAL IMPLICATIONS:

The hangar, office space, landside parking lot, and ramp will be leased for $800.00 per month and two percent (2%) of Lessee's gross revenues derived from all activities conducted at Pueblo Memorial Airport.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the hangar space will remain vacant.

RECOMMENDATION

It is the recommendation of the Department of Aviation that this Ordinance be approved.

Attachments:
Hangar Lease - 522 Skyway Street

ORDINANCE NO. 10190

AN ORDINANCE APPROVING A HANGAR LEASE AGREEMENT FOR 522 SKYWAY STREET AT PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SOUTHERN COLORADO FLIGHT PROFESSIONALS, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo is the owner and operator of the Pueblo Memorial Airport together with the land on which said Airport is situated; and

WHEREAS, Southern Colorado Aviation Professionals, LLC, is desirous of leasing 522 Skyway Street, which is owned by the City of Pueblo; NOW, THEREFORE,

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

SECTION 1.

A certain Hangar Lease – 522 Skyway Street ("Lease"), by and between the City of Pueblo, a Municipal Corporation, and Southern Colorado Aviation Professionals, LLC, a Colorado Limited Liability Company, to lease hangar space, office space, and a portion of the landside parking lot at 522 Skyway Street at 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 Lease on behalf of the City of Pueblo, and the City Clerk shall 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 Lease to implement the terms and conditions 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 May 23, 2022.

Final adoption of Ordinance by City Council on June 13, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on June 15, 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

HANGAR LEASE
522 SKYWAY STREET
COMMERCIAL OPERATOR

THIS LEASE AGREEMENT ("Lease") is made and entered into as of **May 16, 2022** ("Effective Date"), between the City of Pueblo, a Municipal Corporation, "Lessor," and Southern Colorado Flight Professionals, LLC, a Colorado limited liability company, "Lessee."

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

WHEREAS, Lessee is desirous of utilizing hangar space of the Lessor, the property generally known as **522 Skyway Street, Pueblo, Colorado 81001**;

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

1. **Leased Premises:**

A. The Lessor hereby leases unto the Lessee and Lessee hereby leases from Lessor for the term and upon the requirements and conditions hereinafter stated, 1,128 square feet of office space ("Office"), approximately 3,055 square feet of hangar space ("Hangar"), and certain parking spaces with landside access ("Parking") (all three together the "Leased Premises"), all with the street address of 522 Skyway Street, depicted in Exhibit "A" attached hereto and incorporated herein, situated in the County of Pueblo, State of Colorado, subject to existing easements.

B. The Hangar will be used for flight training and the storage of aircraft, for which Less will provide tail numbers to Lessor, which shall be continually registered with the Federal Aviation Administration ("FAA") throughout the life of this Lease. Lessee agrees to report any changes in this aircraft tail number within fourteen (14) days in order for Lessor to comply with FAA reporting requirements.

C. Lessee shall have exclusive use of the Leased Premises subject to the terms of this Lease.

D. This Lease and Lessee's use of the Leased Premises are subject to the easements, rights of way, covenants, conditions, restrictions, reservations, and limitations appearing of record, and all applicable zoning and land use laws, ordinances, codes, and regulations, including but not limited to all conditions, regulations, restrictions, and requirements imposed by the FAA, governing and regulating the Leased Premises and its use.

2. Term:

A. This Lease is made on a month-to-month basis and commences on May 16, 2022 ("Commencement Date"), and shall automatically renew for successive one-month terms unless earlier terminated by a party as provided herein.

B. All conditions and covenants contained herein shall remain in full force and effect during any and all extension periods.

C. Either party may terminate this Lease at any time and for any reason upon thirty (30) days prior written notice to the other party.

3. Rental Rate, Other Fees, and Commercial Charge:

A. In consideration of the rights and privileges contained herein, Lessee agrees to pay a monthly fee, payable in advance without notice or offset by the first day of each month, of **$800.00** for use of the Leased Premises. No utilities shall be provided by Lessor at the Leased Premises. Rent not paid by the tenth (10th) of the month shall accrue a late fee of eight percent (8%) per month.

B. The rent shall be increased biennially based upon the consumer price index for all urban consumers, CPI-U (all items 1982-1984=100) or comparable index if the Department of Labor changes or modifies the CPI-U or no longer publishes the CPI-U. The rent shall be increased by a percentage equal to the percentage increase in the CPI-U during each preceding two-year period over the comparable CPI-U for the first month of each 2-year period. If there is no percentage increase in the CPI-U for any preceding 2-year period, the rent will remain the same as the preceding 2-year period. In no event, shall the percentage increase for the rent be greater than five percent (5%) for any 2-year period.

C. The Lessee hereby agrees to pay when due all rent, fees, and charges imposed by the Lessor for the use and operation of the Airport. The fees and charges include, but are not limited to, fuel flowage fees, landing fees, permit fees, self-fueling fees, security charges, and administrative or service fees.

D. In consideration for this Lease and commercial use of the Airport, Lessee shall pay to Lessor two percent (2%) of Lessee's gross revenues derived from all activities conducted at Pueblo Memorial Airport. Lessee shall file with Pueblo Memorial Airport monthly activity reports on or before the tenth (10th) day of each calendar month throughout the effective term indicating gross revenues and commissions derived from activity on any part of the Airport.

4. Deposit:

A. Lessee agrees to pay a security deposit to the airport equal to one month's rent of **$800.00**. The security deposit and first month's rent shall be paid immediately upon execution of this agreement. Deposit shall be refunded following termination of

this agreement, less any rent due or damages to the Leased Premises.

B. In the event that Lessee fails, neglects or refuses to pay any rent, fee, or other sum due, or fails to perform any obligation under this Lease, then Lessor may, in its sole and absolute discretion, draw from the security deposit to remedy Lessee's default. Nothing contained in this Lease shall require Lessor to remedy Lessee's default in this manner, and Lessor may instead, in its sole and absolute discretion, refuse to remedy Lessee's default by drawing on the security deposit, and instead pursue the remedies for default provided in this Lease or by law.

C. In the event that Lessor draws from this security deposit to remedy Lessee's default, Lessor shall notify Lessee in writing and require Lessee to replenish the deposit to its original level. Failure of Lessee to comply with this section shall constitute a material breach of this Lease.

5. <u>Use of Leased Premises</u>:

A. Lessee shall make no alterations or adjustments to the Leased Premises, without the prior written approval of the Director of Aviation.

B. The Hangar shall be utilized for flight training and the storage of the aircraft named in Section 1.B. above, and minor incidental materials and aeronautical purposes only. All aircraft stored in Lessor owned buildings must be reported to Airport administration. Lessee may perform maintenance and repairs in the Hangar but only on Lessee's aircraft, including routine maintenance, preventative maintenance, and regular maintenance required prior to flight. The Leased Premises shall not be used for the storage of non-aeronautical personal property, living accommodations, or in any other way inconsistent with this Lease. Failure to abide by this provision shall constitute a material breach of this Lease.

C. Lessee may wash its aircraft within the Leased Premises but shall at all times protect the Lessor's stormwater system and abide by any requirements Lessor places on Lessee with regards to the cleaning of aircraft, including for the disposal of used water and other products.

D. The Office shall be used for Lessee's business, flight preparation, and other incidental office work. Lessee shall have no right to utilize the Leased Premises, or any improvement thereon, other than as specifically allowed under this Lease, and it is specifically understood that the Leased Premises shall not be used for an aviation fixed base operation or for the sale of aviation fuel. Lessee shall not perform services for incoming flights, including but not limited to mechanical repair or maintenance services. Lessee shall not assist with the enplanement or deplanement of passengers other than for its flight training services.

E. Lessor retains and Lessee grants to the Lessor the right to enter the Leased Premises to do what is necessary for the purposes of repairing, replacing, and/or maintaining any and all utility lines under the Leased Premises which serve other uses at the Pueblo Memorial Airport, it being understood that the Lessor will repair, in a good

and workmanlike fashion, any and all damage done to the Leased Premises as the result of work done hereunder.

G. Lessee shall maintain the Leased Premises in accordance with the requirements and regulations of the Lessor and Lessor's fire code. The Lessee shall be responsible for all costs, fees, charges, and penalties associated with the discharge or release of any hazardous material (including petroleum products) or mitigating the containment or removal of any contamination or hazardous material (including petroleum products) on, over or under the leased premises which is caused by the Lessee, its officers, agents, or employees. The storage and accumulation of aviation fuel, flammables, explosive liquids, or solids, waste, debris, or other hazardous materials within or on the Leased Premises shall be in an environmentally sound manner and comply with all federal, state, and local laws and regulations. Lessee agrees that no flammable liquids or hazardous materials shall be used or stored on the premises, excepting the fuel in the aircraft fuel tanks or in the tank of a stored automobile, properly parked. Lessee agrees to provide drip pans of a non-flammable material under the aircraft to prevent damage to the floor, should said aircraft leak any fluids.

H. Lessee will not modify, alter, paint, or improve the Leased Premises except to the extent required to maintain its original state. Any additional modification, painting, or improvements to the Leased Premises must receive prior written approval from the Director of Aviation and will be at Lessee's sole cost and expense.

I. Lessee shall not park or leave or allow to be parked or left aircraft on the taxiways or on pavement adjacent to the Leased Premises in a manner which interferes with or obstructs access to adjacent hangars or public ramp area. Parking of automobiles will be permitted only designated spaces outside of the airport fence. No person or automobile shall go beyond the immediate vicinity of the Leased Premises without the express written consent of the Director of Aviation. Automobiles must be parked in designated parking spaces or within the Hangar, except that the Hangar cannot be used solely for storage of automobiles.

J. Lessee, its employees, and invitees shall have the right of ingress and egress between designated Airport access points and the Leased Premises over, upon, and through such streets and not others as from time to time shall be designated by the Director of Aviation. Driveways from existing streets into the Leased Premises shall be located as designated by the Lessor through the Director of Aviation.

K. Lessee shall, at its own expense, keep the premises neat, clean, safe, and orderly at all times, free of waste, rubbish and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.

L. Exterior locks shall be provided by the Lessor and shall be the only locks placed on the hangar. Exterior locks shall be removed and replaced solely by the Lessor. Lessee shall have no right to alter, change, or replace the Lessor's locks.

M. Hangar doors shall remain closed and locked except during periods when the Hangar is attended by Lessee. This is to prevent damage from sudden storms and the creation of foreign object debris.

N. On the Effective Date and annually thereafter, Lessee shall provide Lessor with a list of the Airport areas and any Airport tenants it intends to access when providing services. Lessee shall keep this list current and report any change to the Lessor upon such change being made.

O. If applicable, Lessee must obtain approval from the Director of Aviation at least forty-eight (48) hours prior to any use of Lessor's property and equipment. The Director of Aviation may deny use of any of Lessor's property or equipment in his or her sole discretion. Lessee shall not have exclusive use of any area of the Airport or of any Lessor equipment, unless Lessee contracts with Lessor for such use, and all such uses shall be as determined by the Director of Aviation in his or her sole discretion. All areas of the Airport and all Airport equipment will be inspected by airport staff prior to use by Lessee, and Lessee shall be required to sign-off on Airport staff's inspection prior to said use.

6. <u>Ramp Use</u>:

A. Lessee's use of the ramp, taxiways, and runways is non-exclusive and same may be used by the Airport, other tenants, users, and occupants of the Airport ("Airport Users"). Use of the ramp shall be limited to the movement of aircraft, fueling of aircraft, movement and parking of aircraft service vehicles, temporary parking of aircraft, servicing and tie-down of aircraft.

B. Lessee and Airport users shall use the ramp in compliance with Lessor's ground traffic and aircraft parking plans and regulations, which will reasonably accommodate Lessee's current and future use for the purposes set forth in Subsection A above.

C. Lessee acknowledges that portions of the ramp, taxiways, and runways are currently in need of repairs and resurfacing and accepts in whole the ramp, taxiways, and runways in their present condition "AS IS" and "WITH ALL ITS FAULTS," without warranty or representation, express or implied, including, without limitation, any warranties of merchantability or fitness for a particular purpose or condition or usability in their present condition. Lessee agrees that Lessor shall have no obligation to upgrade, repair, resurface, or maintain the taxiways, runways, and ramp. Lessor maintains the right to close any portion of the Airport not limiting Lessee's access to airport runways.

7. <u>Maintenance Obligations</u>:

A. Lessee shall, at its own expense, keep the premises neat, clean, safe and orderly at all times, free of waste, rubbish, and debris, and shall provide a complete and proper arrangement for the sanitary handling and disposal of all trash, garbage and other

refuse resulting from Lessee's activities at the Airport. No outside storage of parts, materials, equipment, inventory, or other material shall be permitted.

B. Lessee, at its sole cost and discretion, shall maintain all walkways, sidewalks, and apron access on the Leased Premises, including to the public taxiway or ramp area. This includes pavement maintenance, pest control, and other such activities necessary to access said areas. At no time shall snow, dirt, or other debris be piled or stored on these areas. It is the Lessee's responsibility to keep these areas free and clear of all snow, dirt, and other debris. Lessee understands that snow removal within six (6) feet of the Leased Premises is always the responsibility of Lessee.

8. Utility Costs:

A. Lessee shall be responsible for all utilities supplied to the Leased Premises, including but not limited to natural gas, electricity, and water. Agreements for service with utility providers are the responsibility of Lessee.

B. Additions, deletions, or adjustments to utilities extended to the Leased Premises shall not be made without prior written approval from the Director of Aviation.

9. Signs:

Lessee shall not erect, paint, or maintain any signs whatsoever upon the Leased Premises without first securing the written consent of the Lessor. Any such signs shall comply with all ordinances and regulations of the Lessor and standards which might be developed by the Department of Aviation.

10. Right of Inspection:

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

11. Taxes, Licenses, and Liens:

A. Lessee covenants and agrees to pay promptly when due all taxes, fees, licenses, and other governmental charges of whatever nature assessed against or applicable to the Leased Premises. Possessory interest tax is assessed by the County of Pueblo and is the responsibility of the Lessee. The Lessor is a tax-exempt entity and shall not be liable for any tax of the Lessee. Lessee should be aware that there are multiple taxes and costs associated with owning and operating an aircraft, including the leasing of hangar space. All applicable taxes and costs shall be paid by Lessee, even if Lessee was unaware of such taxes and costs.

B. At all times during the term of this Lease, and of any renewal or extension hereof, Lessee shall, at its own cost and expense, provide and keep in good standing

business licenses with the City of Pueblo and the State of Colorado. Lessee shall obtain and maintain any other licenses or certifications required by law, including those required by the FAA. Upon request, Lessee will provide Lessor with certificates of good standing evidencing that all licenses or certifications are current and not subject to discipline.

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

D. Lessees performing services using Airport Operations Areas ("AOA") must annually undergo American Association of Airport Executives ("AAAE") Airport News Training Network ("ANTN") Digicast Signatory Training and hold a current signatory certificate that must be filed yearly with Airport Administration. Such Lessees shall keep a record of all documentation related to AOA badging and produce it upon request.

12. <u>Indemnification</u>:

Lessee assumes the risk of loss or damage to the Leased Premises and property thereon and therein, including but not limited to aircraft and personal property, whether from windstorm, fire, earthquake, snow, water run-off, or any other causes whatsoever. Lessee covenants and agrees to indemnify, defend, and save the Lessor, its agents, officer, representatives, and employees, harmless from and against any and all penalties, liability, or loss, including costs and attorney fees and all expenses incurred by Lessor in investigating or resisting the same, resulting from claims or court action, whether civil, criminal, or in equity, and arising directly or indirectly out of: (i) acts of the Lessee, its agents, employees, or representatives; (ii) occurring in on or about the Leased Premises; (iii) arising out of or resulting from the Leased Premises, or any condition thereon, or from Lessee's use and occupancy of the Leased Premises, or any equipment thereon or appurtenances thereto, or any activity conducted therein; or (iv) through any injury or damage that may be caused or occasioned. Lessee shall not hold or attempt to hold Lessor liable for any injury, including loss of life, to any person, or for damage to any property while on the Leased Premises or the Airport, irrespective of how such injury or damage may be caused or occasioned. The provisions of this Paragraph 11 shall survive the termination of this Lease Agreement.

13. <u>Insurance and Damage</u>:

A. Lessee assumes all risk of loss, damage, injury and liability for the same that may occur to Lessee, Lessee's guests, Lessee's aircraft and Lessee's improvements and property in or upon the Leased Premises and Lessor shall not be liable or responsible for any such loss, damage or injury, regardless of the cause thereof,

including, without limitation, the negligence of Lessor, its officers, agents or employees.

B. Lessee, at its sole cost and expense, shall, during the life of this agreement, procure, pay for and keep in full force and affect a comprehensive policy of commercial general liability insurance. The policy shall have limits in an amount of not less than One Million Dollars ($1,000,000.00) per occurrence and Three Million Dollars ($3,000,000.00) in the aggregate. Such coverage shall include, without limitation, legal liability of the insured for property damage, bodily injuries and deaths of persons in connection with the operation, maintenance or use of the Leased Premises (including acts or omissions of the Lessee). At all times during the term of this Lease, and of any renewal or extension hereof, Lessee shall, at its own cost and expense, provide and keep in force commercial automobile liability insurance with a combined single limit for all owned, hired and non-owned autos of not less than one million dollars ($1,000,000). These policies shall name the City of Pueblo as additional insured and loss payee for the policy and waive subrogation. The policies shall contain a provision that the policy cannot be canceled or materially altered either by the insured or the insurance company unless thirty (30) days prior written notice thereof is given to the Lessee and Lessor. Upon issuance or renewal of any such insurance policy, the Lessee shall furnish to the Lessor a certificate of insurance evidencing coverage required under this contract.

C. Lessee shall obtain statutory workers' compensation insurance which shall contain an endorsement waiving subrogation against the City of Pueblo. Such insurance shall cover all employees and agents of Lessee performing work at the Leased Premises or Airport irrespective of whether such employees may be shareholders, managers, partners, or owners of Lessee or exempt employees under the Act. Any independent contractors of Lessee shall be covered under Lessee's workers' compensation insurance and/or participant accident insurance policy, or show evidence that said independent contractor is covered under its own workers' compensation insurance policy. Lessee shall have full and sole responsibility for ensuring compliance with this Section, including without limitation indemnification required under this Lease. All insurance policies required hereunder shall provide that such policies not be cancelled or reduced without thirty (30) days' advance written notice to the Lessor.

D. If the Hangar or other improvements (the "Improvements") are damaged or destroyed by fire or other casualty, Lessee shall within one hundred twenty (120) days from the occurrence of such casualty either (1) repair and restore the damaged or destroyed Improvements, (2) demolish the damaged or destroyed Improvements, restore the Leased Premises to their original condition, and terminate this Lease, in which event the net proceeds of the property damage insurance required to be provided by Lessee pursuant to Section 13.A. shall be retained by Lessee, or (3) demolish the damaged or destroyed Improvements and commence construction of replacement Improvements, and thereafter complete such construction within nine (9) months from the occurrence of such casualty. All repairs to or restoration of Improvements and/or construction of replacement Improvements shall be in compliance with applicable laws and codes, and in accordance with plans and

specifications therefor approved by Lessor, which approval will not be unreasonably withheld. Except in the event of (2) above, the net proceeds of property damage insurance provided by Lessee pursuant to Section 13.B. shall be released by Lessor and paid to Lessee for the purpose of Lessee repairing, restoring, or replacing improvements damaged or destroyed by such insured fire or other casualty.

E. Lessee shall not violate the terms or prohibitions of any insurance policy herein required to be furnished by Lessee. Coverage and limits enumerated in this insurance section represent only the minimum insurance required by the Lessor, and Lessee should rely on its expertise to obtain any additional insurance coverage needed for the Lessor and Lessee in its performance under this Lease. Failure of Lessee to comply with the provisions of this section shall constitute a material breach of this Lease by Lessee.

14. Waivers:

No provision of this Lease may be waived except by an agreement signed by the waiving party. A waiver of any term or provision shall not be construed as a waiver of any other term or provision. Should Lessee holdover the use of or continue to occupy the Leased Premises after the termination or cancellation of this Lease, such holding over shall be deemed merely a tenancy for successive monthly terms upon the same conditions as provided in this Lease subject to termination upon fourteen (14) days prior written notice.

15. Inconvenience During Construction:

Lessee recognizes that from time to time it will be necessary for the Lessor to initiate and carry forward programs of construction, reconstruction, expansion, relocation, maintenance, and repair at and to the Pueblo Memorial Airport in order that the Pueblo Memorial Airport and its facilities may be suitable for the volume and character of air traffic and flight activity which will require accommodation, and that such construction, reconstruction, expansion, relocation, maintenance, and repair may inconvenience or interrupt Lessee's operations at the Pueblo Memorial Airport. Lessee agrees that no liability shall attach to Lessor, its officers, agents, employees, contractors, subcontractors and representatives by reason of such inconvenience or interruption, and for and in further consideration of the premises, Lessee waives any right to claim damages or other consideration therefore, provided, however, that this waiver shall not extend to, or be construed to be a waiver of, any claim for physical damage to property resulting from negligence or willful misconduct of the Lessor, its officers, agents, employees, contractors, subcontractors, and representatives. The Lessee shall be obligated to be pay all rent and fulfill all obligations of this Lease at all times, including, but not limited to, when access to the Airport is temporarily restricted due to routine construction, reconstruction, expansion, or other potential alteration of the airfield.

16. Place and Manner of Payments:

In all cases where Lessee is required by this Lease to pay any rentals, rates, fees or other charges or to make other payments to Lessor, such payments shall be made at the office of

the Director of Aviation at the Pueblo Memorial Airport, or at such other place as Lessor may hereafter designate by notice in writing to Lessee and shall be made in legal tender of the United States and any check shall be received by Lessor subject to collection. Lessee agrees to pay any bank charges made for the collection of any such checks. All payments of rent shall be made on the first of each month.

17. Assignments and Subletting:

Lessee shall not assign this Lease or any interest therein nor sublet the Leased Premises or any portion thereof. Any assignment may be conditioned upon the payment of an assignment fee and/or an increase in rent to be determined by the Lessor in its sole and absolute discretion. Any assignment or subletting without the prior written consent of Lessor shall be void. No subletting of this Lease or the Leased Premises shall release or discharge Lessee from its obligations under this Lease.

18. Agreements with United States:

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

19. Lessee's Default:

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

(1) Failure of Lessee to pay in full all installments of rent due by the first day of each month or immediately after written notice and demand therefor are given by Lessor to Lessee.

(2) Failure of Lessee to perform or comply with any obligation, covenant, or agreement of Lessee hereunder other than payment of money for a period of fourteen (14) days after written notice specifying such failure is given by Lessor to Lessee, except that if such obligation, covenant, or agreement is not capable of being performed within said fourteen (14) day period, Lessee shall not be in default if Lessee shall commence such performance within said fourteen (14) day period and thereafter prosecute the same with diligence and continuity to completion.

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

(1) Terminate this Lease by fourteen (14) days prior written notice given to Lessee specifying the date of termination, and Lessee shall within said

fourteen (14) day period vacate the Leased Premises and surrender possession thereof to Lessor.

E. If the Lessee shall be declared insolvent or bankrupt, or if any assignment of the Lessee's property shall be made for the benefit of creditors or otherwise, or if Lessee's leasehold interest herein shall be levied upon under execution, or seized by virtue of any writ of any Court of Law, or a Trustee in Bankruptcy or a Receiver appointed for the property of the Lessee, whether under the operation of the State or the Federal statutes, then and in any such case, the Lessor may, at his option, immediately with or without notice, notice being expressly waived, terminate this Lease and immediately retake possession of the Leased Premises without the same working any forfeiture of any accrued obligations of the Lessee hereunder.

F. After the expiration of this Lease or any violation of any term or provision as herein provided for, if Lessee shall refuse to surrender and deliver possession of the Leased Premises after notice of termination, then in that event Lessor may, without further notice or demand, enter into and upon said premises, or any part thereof, and take possession thereof and repossess them, and expel, remove and put out of possession the Lessee, using such help, assistance and force in so doing as may be needful and proper, without prejudice to any remedy allowed by law, available in such cases.

G. That in case the Leased Premises are left vacant and any part of the rent herein reserved be due and unpaid, then the Lessor may, without in anyway being obligated to do so, and without terminating this Lease, retake possession of said premises and rent the same for such rent, and upon such conditions as the Lessor may think best, making such changes and repairs as may be required, giving credit for the amount of rent so received less all expenses of such changes and repairs, and said Lessee shall be liable for the balance of the rent herein reserved until the expiration of this Lease.

H. Lessee agrees to pay the Lessor all costs, including reasonable attorney fees, incurred by Lessor in recovering any rent or other money due and unpaid under the terms of this Lease or to recover possession of the Leased Premises after termination of this Lease.

20. <u>Notices</u>:

All notices, required to be given to Lessor hereunder, shall be in writing and be sent by certified mail to Pueblo Memorial Airport, Administration Office, 31201 Bryan Circle, Pueblo, Colorado 81001. All notices required to be given to Lessee hereunder shall be in writing and sent by certified mail, addressed to Southern Colorado Flight Professionals, LLC, Attn: Grant von Ahlefeldt, 125 N. Greenwood Street, Pueblo, Colorado 81003, provided that the parties, or either of them, may designate in writing from time to time subsequent or supplementary persons or address in connection with said notices. The effective date or service of any such notice shall be the date such notice is mailed by Lessee or Lessor.

21. Environmental Provisions:

A. For the purpose of this Lease, "Hazardous Materials" means any hazardous or toxic substance, material or waste which is or becomes regulated by any local government authority, the State of Colorado, or the United States government and shall include, but not be limited to: (i) substances defined as "hazardous waste," "restricted hazardous waste," "hazardous substance" or "hazardous material" under any applicable federal, state, or local law or regulation (Environmental Regulations); (ii) asbestos-containing materials; (iii) PCBs; (iv) petroleum or petroleum based products; and (v) lead.

B. Lessee will comply with Environmental Regulations that are applicable to Lessee and its use of the Leased Premises. No activity shall be undertaken by Lessee, its guests, employees, agents, contractors, or subcontractors, on all or any portion of the Leased Premises which would cause or permit: (i) the presence, use, generation, release, discharge, storage or disposal of any Hazardous Material in, on, under, about, or from the Leased Premises or any part thereof in violation of any Environmental Regulations; (ii) any portion of the Leased Premises to become a hazardous waste treatment, storage or disposal facility without receiving proper governmental authorization, and in compliance with all Environmental Regulations; or (iii) the discharge of pollutants or effluents into any water source or system, or the discharge into the air of any emissions without receiving proper governmental authorization, and in compliance with all Environmental Regulations, including, without limitation, the Federal Water Pollution Control Act, U.S.C. Section 1251 et seq. and the Clean Air Act, 42 U.S.C. Section 7401 et seq.

C. Lessee agrees to defend, indemnify, and forever hold harmless Lessor, and its officers, employees, agents, successors, and assigns, from all claims, losses, damages, penalties, expenses and costs, including, but not limited to, attorneys' fees, characterization, remediation and cleanup costs, incurred by reason of the use, storage, generation, release, discharge, maintenance, disposal, or removal of Hazardous Materials in, on, under, about, or from the Leased Premises, or any part thereof, by Lessee, its employees, agents, guests, contractors and subcontractors.

22. Law, Rules and Regulations:

A. Lessee, its officers, agents, and employees shall faithfully observe and comply with all applicable federal, state, and local laws, regulations, and ordinances now existing or hereafter adopted relating to the use and occupancy of the Airport or Leased Premises including without limitation Chapter 1 of Title III of the Pueblo Municipal Code and rules affecting the operation of motor vehicles upon, to, and from the Airport. The Lessee, and all officers, agents, and employees of Lessee, hereby agree to be bound by and subject to all police ordinances of the City of Pueblo at all times while on the Airport, whether acting in the course of Lessee's business or otherwise.

B. Lessee, its officers, agents, and employees shall faithfully observe and comply with all minimum standards and rules regulating operations and activities from and upon the Airport adopted from time to time by Lessor. Such minimum standards and rules shall not be applied arbitrarily, discriminatorily, or unreasonably. Except with respect to matters of public health and safety, if any provision of this Lease shall conflict with any provision of the minimum standards and rules adopted or amended by Lessor after commencement date, the conflicting provision of this Lease shall control.

C. It is expressly understood by Lessee that security within the air operations area of the Airport is vital. The drive through gate entering the air operations area shall be kept closed and locked at all times except for ingress and egress. Only automobiles belonging to owners of aircraft hangered therein will be permitted on the air operations area. Any automobile brought by Lessee shall be the sole responsibility of the Lessee. Violation of airport security rules as now, or in the future may, exist shall be grounds for immediate termination of this Lease.

23. <u>F.A.A. Lease Requirements</u>:

A. The Lessor reserves the right, without any obligation on its part to do so, to develop, modify, change, improve, or abandon the Pueblo Memorial Airport or any part thereof, as it may determine in its sole discretion, at any time, regardless of the desires or view of Lessee, and without interference or hindrance from Lessee or liability to Lessee.

B. The Lessor reserves the right, without any obligation on its part to do so, to maintain and keep in repair the landing area of the Airport and all publicly owned facilities of the Airport, together with the right to direct and control all activities of Lessee in this regard.

C. Lessor shall have full and unrestricted right to enter upon those portions of the Airport occupied and leased herein by the Lessee, and Lessor, its agents, or representatives shall be permitted to inspect same during any regular business hours or upon twenty-four (24) hours' notice to Lessee.

D. This Lease shall be subordinate to the provisions and requirements of any existing or future agreement between the Lessor and the United States, relative to the use, development, operation, and maintenance of the Airport.

E. Lessee shall comply with the notification and review requirements covered in Part 77 of the Federal Aviation Regulations with respect to the construction of any structure or building on the Leased Premises, or in the event of any planned modification or alteration of any present or future building or structure on the Leased Premises.

F. All rights not herein granted to the Lessee are reserved to Lessor and nothing herein contained shall be construed to grant or authorize the granting of an exclusive right within the meaning of Section 308 of the Federal Aviation Act of 1958 as amended.

G. Lessor reserves for the use and benefit of the public, a right of flight for the passage of aircraft in the airspace above the surface of the Leased Premises, together with the right to cause in said airspace such noise as may be inherent in the operation of aircraft now known or hereafter used for navigation or flight in said airspace, and for use of said airspace for landing on, taking off from, or operations on or over the Pueblo Memorial Airport.

H. By accepting this Lease, Lessee expressly agrees for itself, its successors, and assigns that it will not erect nor permit the erection of any structure, building, or object nor permit the growth of any tree on the Leased Premises to a height not to exceed twenty-five (25) feet above ground level. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and to remove the offending structure or object and cut the offending tree, all of which shall be at the expense of the Lessee.

I. Lessee shall not make use of the Leased Premises in any manner which might interfere with the landing and taking off of aircraft at Pueblo Memorial Airport or otherwise constitute a hazard to aviation. In the event the aforesaid covenant is breached, the Lessor reserves the right to enter upon the Leased Premises and cause the abatement of such interference at the expense of the Lessee.

J. If during the term of this Lease, all or part of the Leased Premises should be taken or threatened to be taken for any public or quasi-public use under any governmental law or by right of eminent domain or sold to the condemning authority under threat of condemnation, this Lease shall terminate and the proceeds, if any, from such taking or sale shall be allocated between Lessor and Lessee in accordance with applicable condemnation law.

K. Lessor reserves the right to grant and to take easements or rights of way in, under, over, and across the Leased Premises, in which event, Lessor shall only be entitled to compensation for damages to improvements of the Lessee destroyed or damaged thereby, but not to damages for loss of use of the Leased Premises.

24. <u>Nondiscrimination Assurances</u>

A. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that in the event facilities are constructed, maintained, or otherwise operated on the Leased Premises or ramp, for a purpose for which Department of Transportation program or activity is extended or for another purpose involving the provision of similar services or benefits, the Lease shall maintain and operate such facilities and services in compliance with all requirements imposed pursuant to 49 CFR Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation, and as the regulations may be amended.

B. The Lessee, for itself, its successors, and assigns, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

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

C. Lessee assures that it will undertake an affirmative action program as required by 14 CFR Part 152, Subpart E, to ensure that no person shall on the grounds of race, creed, color, religion, disability, national origin, sex, or sexual orientation be excluded from participating in any contracting, leasing, or employment activities covered in 14 CFR Part 152, Subpart E. Lessee assures that no person shall be excluded, on these grounds, from participating in or receiving the services or benefits of any program or activity covered by this subpart. Lessee assures that it will require that its covered suborganizations provide assurances to the Lessee that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CFR Part 152, Subpart E, to the same effect.

D. Lessee agrees to operate the Leased Premises for the use and benefit of the public and to furnish good, prompt and efficient services adequate to meet all the demands for its services at the Airport, to furnish service on a fair, equal, and not unjustly discriminatory basis to all users thereof, and to charge fair, reasonable, and not unjustly discriminatory prices for each unit of service, provided that Lessee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.

25. <u>Miscellaneous</u>:

A. This Lease and all of its covenants and provisions shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors, subtenants, and approved assigns.

B. This Lease and any amendments hereto are subject to prior approval of the Federal Aviation Administration.

C. Lessee is leasing the Leased Premises "AS IS, WHERE IS, WITH ALL FAULTS" in its present condition. Lessor makes no representation or warranties of any kind or character, express or implied, with respect to the Leased Premises, including but not limited to, any warranty or representation as to suitability or fitness for a particular purpose, title, zoning, physical or environment conditions, utilities, governmental approvals, the compliance of the Leased Premises with governmental and environment laws and regulations, the truth, accuracy or completeness of any

document or other information provided to Lessee by Lessor or any other person, or any other matter or thing regarding the Leased Premises.. Lessor shall be under no obligation to maintain the Leased Premises or the Pueblo Memorial Airport or any part thereof in a particular location or condition. If the Pueblo Memorial Airport shall permanently close or relocate, the use restrictions stated in section 5 shall not apply, and the Lessee may use the Leased Premises for any lawful use or purpose allowed by the then existing Pueblo Municipal Code, or in the alternative, Lessee may terminate this Lease upon thirty (30) days prior written notice given to Lessor.

D. The Lessee represents that it has inspected the Airport, Leased Premises, and facilities and accepts the conditions of same and fully assumes the risk incident to the use thereof. The Lessor shall not be liable to the Lessee for any damages or injuries to the property or personnel of the Lessee which result from hidden, latent, or other dangerous conditions on the Airport or Leased Premises. Lessee's taking of possession of the Leased Premises shall be conclusive evidence that Lessee accepts the Leased Premises in its present condition and that the Leased Premises is in good and satisfactory condition at the time such possession was taken.

E. The acts and omissions of Lessee's employees, agents, contractors, and guests shall be imputed to Lessee for purposes of this Lease.

F. This Lease 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 Lease, with respect to any financial obligation of Lessor which may arise under this Lease in any fiscal 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 Lease, including any sub-agreement, attachment, schedule or exhibit thereto, by the Lessor.

G. Nothing in this Lease 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 upon the Lessor 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.

H. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises and may not be amended except by written instrument signed by the parties. Neither party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Lease.

I. This Lease shall be governed by the laws of the State of Colorado. Venue for any action arising under this Lease or for the enforcement of this Lease shall be in a state court with jurisdiction located in Pueblo County, Colorado.

J. Each person signing this Lease on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Lease on behalf of such party and that this Lease is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

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

LESSOR:

CITY OF PUEBLO,
a Municipal Corporation

By_____
Nicholas A. Gradisar

Title: Mayor

Attest:

_____
City Clerk

Approved as to form:

_____
City Attorney

LESSEE:

Southern Colorado Flight Professionals, LLC
a Colorado limited liability company

By_____
Grant von Ahlefeldt

Title:_____

Exhibit A

City Clerk's Office Item # R-7

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: May 23, 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: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOTS 1-8, BLOCK 1; LOTS 1-4, BLOCK 2 AND LOTS 1-2, BLOCK 3 RIVER'S RUN SUBDIVISION FROM B-P, BUSINESS PARK AND B-2, SUBREGIONAL BUSINESS DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE DISTRICT

SUMMARY:

The applicant is requesting to rezone 23.61-acres located north of and east of South Joplin Avenue and north of South Portland Avenue from B-P, Business Park and B-2, Subregional Business District to R-5, Multiple Residential and Office District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Planning and Zoning Commission approved the River's Run Master Development Plan, Case No. MP-04-01 in 2004. The Master Plan called for rezoning the entire 67.93-acre site from I-3, Heavy Industrial to a mixture of B-P, B-2, R-4, and R-2 to facilitate the development of a mixed-use neighborhood on the historic Walter's Brewery site and within the City's lower Eastside Neighborhood. New owners of the River's Run Subdivision are requesting to deviate from the approved master plan and rezone the southwestern portion of the project area from light industrial/commercial to a multifamily residential/office use to better compliment the single-family development planned for the northern portion of the project site. Currently, the B-P and B-2 zone districts sit directly south of the R-2 zoned single-family residential lots. Municipal Code B-P Performance Standards restrict structures from being constructed within 100-feet of a residential zone district, making future development in the BP Zone District challenging (§17-4-5, (4)). Furthermore, light-industrial uses located adjacent to residential uses are not harmonious and have the potential to create negative externalities for the residents. Uses within the B-2, Subregional Business District are limited to service and offices uses, such uses are generally included within the R-5 Zone District. The applicant indicates in his rezoning request that he intends to develop an apartment complex adjacent to Joplin Avenue and either office or multifamily uses north of South Portland Avenue, which would better compliment the adjacent single-family uses to the north. The existing lots being rezoned exceed the 5,000 square foot minimum and as resubdivided will continue to exceed the minimum area requirement. To

accomplish the proposed development, the applicant is also requesting to vacate a portion of Fir Street, drainage/utility easements, and resubdivide Lots 1-8, Block 1. Planning staff concurs with the applicant and supports the rezoning, vacation, and resubdivision to introduce more compatible development within the southern portion of the River's Run community.

The property is designated as a Special Development Area in the Pueblo Regional Comprehensive Plan, 2002. These areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan indicates that a Master Plan must be prepared prior to development in Special Development Areas. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The master plan includes provisions for a mixture of B-P, B-2, R-4, and R-2 zone districts.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 9, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission March 9, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10191

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE LOTS 1-8, BLOCK 1; LOTS 1-4, BLOCK 2 AND LOTS 1-2, BLOCK 3 RIVER'S RUN SUBDIVISION FROM B-P, BUSINESS PARK AND B-2, SUBREGIONAL BUSINESS DISTRICT TO R-5, MULTIPLE RESIDENTIAL AND OFFICE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-P, Business Park and B-2, Subregional Business District to R-5, Multiple Residential and Office District:

B-P to R-5
Lots 1 through 8, Block 1 together with Lots 1 through 4, Block 2, River's Run Subdivision as recorded under Reception Number 1651798 in the Records of the Pueblo County Clerk and Recorder.

B-2 to R-5
Lots 1 and 2, Block 3, River's Run Subdivision as recorded under Reception Number 1651798 in the Records of the Pueblo County Clerk and Recorder.

Total Area to be Rezoned = 23.61 Acres

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 23, 2022.

Final adoption of Ordinance by City Council on June 13, 2022.

President of City Council

Action by the Mayor:

☒ Approved on June 15, 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 _____

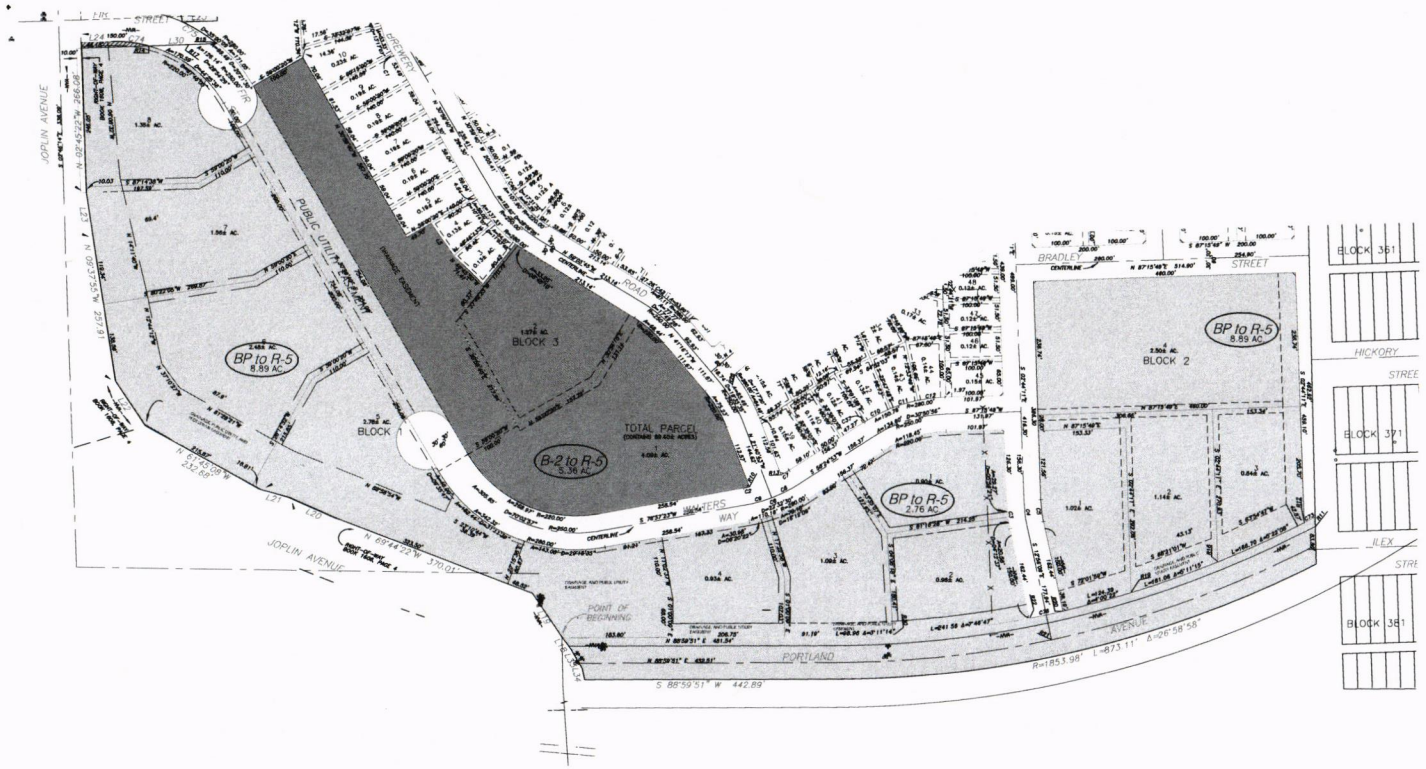
☐ Council action on _____ failed to override the Mayor's veto.

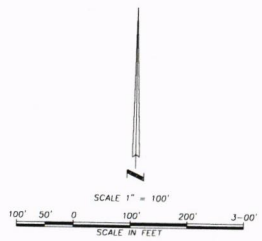
_____
President of City Council

ATTEST

_____
City Clerk

ZONING MAP AMENDMENT EXHIBIT





Total Area to be Rezoned = 23.61 Acres

Legal description of Rezoning areas as follows:

B-P to R-5

Lots 1 through 8, Block 1 together with Lots 1 through 4, Block 2, River's Run Subdivision as recorded under Reception Number 1651798 in the Records of the Pueblo County Clerk and Recorder.

B-2 to R-5

Lots 1 and 2, Block 3, River's Run Subdivision as recorded under Reception Number 1651798 in the Records of the Pueblo County Clerk and Recorder.

VICINITY MAP
(NOT TO SCALE)

DK Horn Engineering & Design Inc.
244 S. PRAIRIE AVE
PUEBLO, CO 81005
TEL: 719.696.8274

PREPARED UNDER THE DIRECT SUPERVISION OF:
Dalton Kay Horn, PE
STATE OF COLORADO REGISTERED NO. 47666

Designed KDJ
Detailed KDJ
Checked DKH
Date 02-09-2022

River's Run Subdivision 1st Amendment
ZONING MAP AMENDMENT EXHIBIT

Revision No.	Comment	By	Check Approved

Scale
Horizontal: 50'
Vertical: 5'
Sheet No.
R22

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
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, March 9, 2022 – 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 3:38 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, Sarah Martinez, 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, Senior Planner; Danielle Baxter, Planner; John Sakariason, Stormwater Coordinator; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda with changes to move V-21-03 & S-21-10 to April 13, 2022, hearing and move Z-21-16, V-21-04, and S-21-12 to March 23, 2022, hearing. Seconded by Aznar.

Motion passed 7-0.

5a. Z-22-01: Rezone: Rezoning of 23.61 acres from B-P, Business Park to R-5, Mixed Residential and Office District, Lots 1 through 4, Block 2, River's Run Subdivision. Generally located north and east of S. Joplin Ave. and north of S. Portland Ave.

Staff report by Beritt Odom.

BACKGROUND AND ANALYSIS:

The Planning and Zoning Commission approved the River's Run Master Development Plan, Case No. MP-04-01 in 2004. The Master Plan called for rezoning the entire 67.93-acre site from I-3, Heavy Industrial to a mixture of B-P, B-2, R-4, and R-2 to facilitate the development of a mixed-use neighborhood on the historic Walter's Brewery site and within the City's lower Eastside Neighborhood. New owners of the River's Run Subdivision are requesting to deviate from the approved master plan and rezone the southwestern portion of the project area from light industrial/commercial to a multifamily residential/office use to better compliment the single-family development planned for the northern portion of the project site.

Currently, the B-P and B-2 zone districts sit directly south of the R-2 zoned single-family residential lots. Municipal Code B-P Performance Standards restrict structures from being constructed within 100-feet of a residential zone district, making future development in the BP Zone District challenging (§17-4-5, (4)). Furthermore, light-industrial uses located adjacent to residential uses are not harmonious and have the potential to create negative externalities for the residents. Uses within the B-2, Subregional Business District are limited to service and offices uses, such uses are generally included within the R-5 Zone District.

Mr. Haaga indicates in his rezoning request, that he intends to develop an apartment complex adjacent to Joplin Ave. and either office or multifamily uses north of S. Portland Ave., which would better compliment the adjacent single-family uses to the north. In order to accomplish the proposed development, the applicant is also requesting to vacate a portion of Fir Street, drainage/utility easements, and resubdivide Lots 1-8, Block 1. Planning staff concurs with Mr. Haaga and supports the rezoning, vacation, and resubdivision as a means to introduce more compatible development within the southern portion of the River's Run community.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved, single-family residences are currently being constructed to the north of the site.

- **Neighborhood Compatibility:**

North	R-2, Single-Family Residential: construction of the single-family homes along Rivers Run Avenue.
East	I-3, Heavy Industrial: historic business records indicate the site has been home to Auto Body, Auto Detail, and Contractor uses.

South	South of S. Joplin Ave., S-3, Flood Plain District: unimproved land. South of S. Portland Ave., Pueblo County I-3, Heavy Industrial: Tony J. Beltramo and Sons Construction Yard.
West	I-3, Heavy Industrial: primarily unimproved with the exception of two single-family residences. S-3, Flood Plain District: unimproved land.

- **Comprehensive Plan Compliance:**

  The subject property lies within a Special Development Area identified in the Pueblo Regional Comprehensive Plan, 2002. These areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan further contends that a Master Plan must be prepared prior to development in Special Development Areas. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The master plan includes provisions for a mixture of B-P, B-2, R-4, and R-2 zone districts.

  The current property owner is requesting to deviate from the approved master plan by rezoning the B-P and B-2 zone districts to R-5, facilitating multifamily residential and office development. Staff supports the rezoning request as multifamily and office uses are more compatible with the established single-family residential uses located directly north of the rezoning site.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- **Minimum lot size and area:**

  R-5 lot size depends upon the use, the minimum required lot size is 3,000 square feet for a single-family use; 5,000 square feet for other permitted uses; and 1,000 square feet per dwelling unit for multifamily uses of six dwelling units or more.

  - All existing lots being rezoned exceed the 5,000 square foot minimum and as resubdivided will continue to exceed the minimum area requirement.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

- Comments **The application contains applicant's information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

- Comments **The property owner is the applicant.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- Comments **A full legal description of the property was provided with the application and is attached to the staff report.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

- ❑ Comments **The applicant proposes to implement multi-family residential development and office/light commercial uses.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

- ❑ Comments **A site plan has not been provided.**

A statement of the proposed time schedule for beginning and completion of development.

- ❑ Comments **The applicant indicated that redevelopment may begin in 2022.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- ❑ Comments **The application did not include information regarding the applicant's economic responsibility and capability.**

REFERRAL AGENCIES AND COMMENTS:

- City Wastewater- "The flow analysis between the existing zoning and the proposed zoning was not provided," email from Sonia Mondragon, February 22, 2022.

RECOMMENDED ACTION:

- Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**.

HEARING: Castellucci asked for clarification that the rezone would make the proposed zone more compatible with existing single-family residences. Ms. Odom confirmed this statement. Aaron Haaga (6375 S Highland Dr, Salt Lake City, UT) was sworn in to speak on behalf of the application. Mr. Haaga added that the rezone supports current development so there is a better buffer between the industrial areas and residential neighborhoods. Ms. Martinez asked what the completion date of development is. Mr. Haaga stated they are developing 67 acres in multiple phases. Once the rezone is complete, they are looking to construct the apartment complex this summer; it may take five to seven years for the entire build out of the community.

No one spoke in support or opposition of the application.

MOTION: Motion to recommend approval of Z-22-01 to City Council was made by Bailey, second by Pasternak.

MOTION PASSED 7-0

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	March 9, 2022
SUBJECT:	Rezone from B-P, Business Park and B-2, Subregional Business District to R-5, Multiple-Residential and Office District
APPLICANT:	Keith Isberg, DK Horn Engineering
PROPERTY OWNER:	Aaron Haaga, Ambrose Real Estate LLC
LOCATION:	Generally located north and east of S. Joplin Ave. and north of S. Portland Ave. (Lots 1-8, Block 1; Lots 1-4, Block 2; and Lots 1-2, Block 3 River's Run Subdivision)
CONCURRENT REQUESTS:	V-22-01 River's Run Subdivision Right-of-way and Easement Vacation S-22-01 River's Run Subdivision 1st Amendment RPB-22-01 River's Run Subdivision Rearrangement of Property Boundaries, rearrange Lots 1-4, Block 2 into Parcel A RPB-22-02 River's Run Subdivision Rearrangement of Property Boundaries, rearrange Lots 1-2, Block 3 into Parcel B

REQUEST:
The applicant is requesting to rezone the 25.9-acre project site, located north and east of S. Joplin Ave. and north of S. Portland Ave, from B-P and B-2 to R-5 to facilitate multifamily residential and office development.

BACKGROUND AND ANALYSIS:

The Planning and Zoning Commission approved the River's Run Master Development Plan, Case No. MP-04-01 in 2004. The Master Plan called for rezoning the entire 67.93-acre site from I-3, Heavy Industrial to a mixture of B-P, B-2, R-4, and R-2 to facilitate the development of a mixed-use neighborhood on the historic Walter's Brewery site and within the City's lower Eastside Neighborhood. New owners of the River's Run Subdivision are requesting to deviate from the approved master plan and rezone the southwestern portion of the project area from light industrial/commercial to a multifamily residential/office use to better compliment the single-family development planned for the northern portion of the project site.

Currently, the B-P and B-2 zone districts sit directly south of the R-2 zoned single-family residential lots. Municipal Code B-P Performance Standards restrict structures from being constructed within 100-feet of a residential zone district, making future development in the BP Zone District challenging (§17-4-5, (4)). Furthermore, light-industrial uses located adjacent to residential uses are not harmonious and have the potential to create negative externalities for the residents. Uses within the B-2, Subregional Business District are limited to service and offices uses, such uses are generally included within the R-5 Zone District.

Mr. Haaga indicates in his rezoning request, that he intends to develop an apartment complex adjacent to Joplin Ave. and either office or multifamily uses north of S. Portland Ave., which would better compliment the adjacent single-family uses to the north. In order to accomplish the proposed development, the applicant is also requesting to vacate a portion of Fir Street, drainage/utility easements, and resubdivide Lots 1-8, Block 1. Planning staff concurs with Mr. Haaga and supports the rezoning, vacation, and resubdivision as a means to introduce more compatible development within the southern portion of the River's Run community.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved, single-family residences are currently being constructed to the north of the site.

- **Neighborhood Compatibility:**

North	R-2, Single-Family Residential: construction of the single-family homes along Rivers Run Avenue.
East	I-3, Heavy Industrial: historic business records indicate the site has been home to Auto Body, Auto Detail, and Contractor uses.
South	South of S. Joplin Ave., S-3, Flood Plain District: unimproved land. South of S. Portland Ave., Pueblo County I-3, Heavy Industrial: Tony J. Beltramo and Sons Construction Yard.
West	I-3, Heavy Industrial: primarily unimproved with the exception of two single-family residences. S-3, Flood Plain District: unimproved land.

- **Comprehensive Plan Compliance:**
  The subject property lies within a Special Development Area identified in the Pueblo Regional Comprehensive Plan, 2002. These areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan further contends that a Master Plan must be prepared prior to development in Special Development Areas. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The master plan includes provisions for a mixture of B-P, B-2, R-4, and R-2 zone districts.

  The current property owner is requesting to deviate from the approved master plan by rezoning the B-P and B-2 zone districts to R-5, facilitating multifamily residential and office development. Staff supports

the rezoning request as multifamily and office uses are more compatible with the established single-family residential uses located directly north of the rezoning site.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- **Minimum lot size and area:**
  R-5 lot size depends upon the use, the minimum required lot size is 3,000 square feet for a single-family use; 5,000 square feet for other permitted uses; and 1,000 square feet per dwelling unit for multifamily uses of six dwelling units or more.
    - All existing lots being rezoned exceed the 5,000 square foot minimum and as resubdivided will continue to exceed the minimum area requirement.

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application

- Comments **The application contains applicant's information.**

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation or other interest.

- Comments **The property owner is the applicant.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- Comments **A full legal description of the property was provided with the application and is attached to the staff report.**

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

- Comments **The applicant proposes to implement multi-family residential development and office/light commercial uses.**

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

- Comments **A site plan has not been provided.**

A statement of the proposed time schedule for beginning and completion of development.

- Comments **The applicant indicated that redevelopment may begin in 2022.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- Comments **The application did not include information regarding the applicant's economic responsibility and capability.**

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-"The flow analysis between the existing zoning and the proposed zoning was not provided," email from Sonia Mondragon, February 22, 2022.
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment

- Black Hills Energy-No comment
- CDOT-No comment

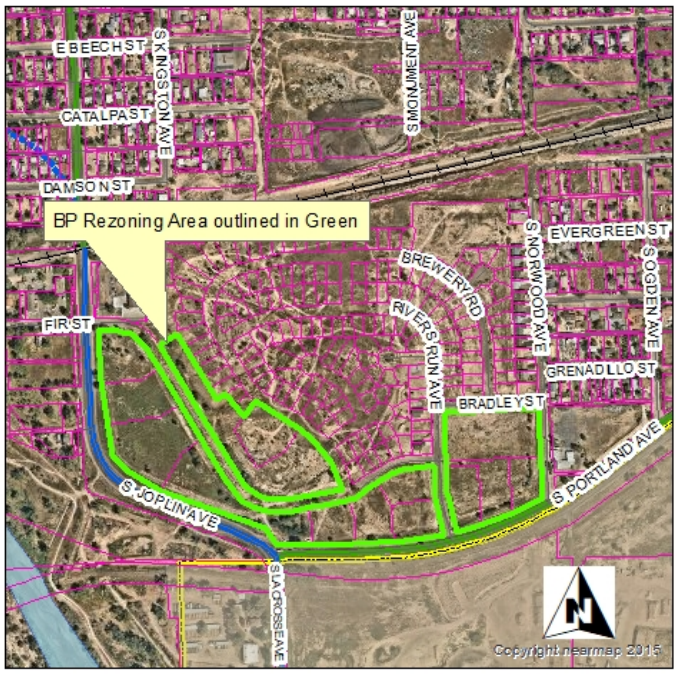
RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**.

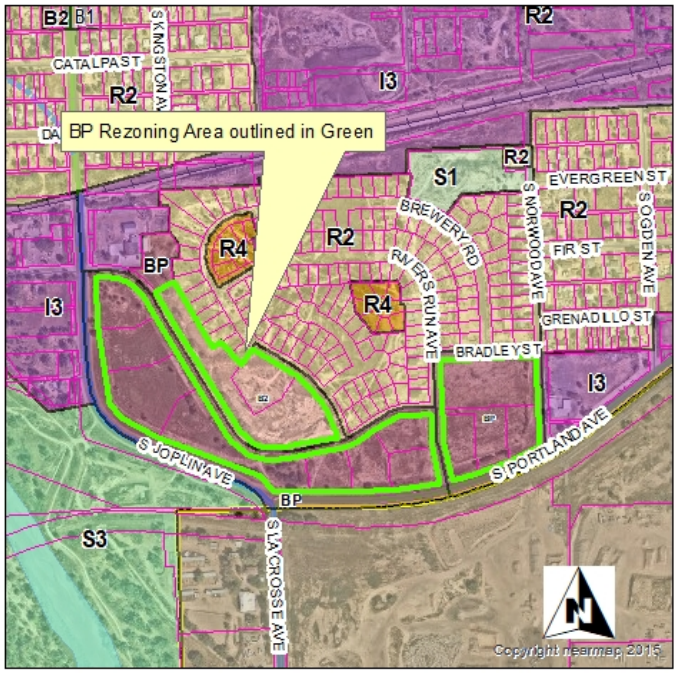
ATTACHMENTS:

A. Arial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. R-5 Zone District Information Sheet
F. River's Run Rezoning Plan, Master Development Plan
G. Application and Statement of Facts
H. Rezoning Exhibit

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



Public Notice Poster



Looking West from Walters Way



Memorial Heights Rezoning site looking south from Central Main Street

city of PUEBLO colorado
Planning & Community Development
211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Zone District: R-5 (Multiple-residential and Office District)

Purpose. The standards of this district (R-5) are designed to retain and provide areas of high density multifamily dwelling unit structures with limited commingling of professional offices and studios.

Setbacks:	Front	25’	Side	5’	Rear	15’
Coverage:	50%					
Floor Area Ratio	2	Floor Area / Land Area				
Max. Height	Unlimited	(See Section 17-4-6 for additional setbacks required for structures over 35’ in height)				
Minimum Lot Width:	50’					
Minimum Lot Size:	3,000 Square Feet (*1)					

(*1) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling unit.

(*1) Six (6) or more family dwelling unit structures and other permitted uses shall have a minimum of eight thousand (8,000) square feet of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) of the parcel in landscaped open space; if over four (4) habitable stories, shall provide at least fifty percent (50%) of the parcel in landscaped open space. Up to one-half (1/2) of the required open space may be in the form of balconies of at least four (4) feet wide on roofs developed and maintained as garden or recreation areas, but in no case shall space provided for off-street parking, loading or road access ways be counted as open space; and provided that the other permitted uses shall provide a parcel of land at least five thousand (5,000) square feet.

Single Family Homes:	§ 17-4-11 Single family home placement standards
Performance standards:	§ 17-4-4(b)
Outdoor Lighting	§ 17-4-52 Outdoor Lighting Performance Standards.
Off Street Parking	§ 17-4-43 Off-street parking non-residential.
Landscape:	Required. § 17-4-7
Public Sidewalks:	§ 17-4-44

Permitted Uses § 17-4-51(c)

Uses by right.

1. Accessory community garden
2. Accessory dwelling unit, established
3. Accessory heliport, emergency medical
4. Art gallery
5. Assisted living facility
6. Beauty salon or barbershop
7. Bed and breakfast home
8. Bed and breakfast inn
9. Boarding-house
10. Child care center
11. Civic club
12. Home, Children
13. Home, Disabled
14. Home, elderly
15. Hospital
16. Manufactured home, one-family
17. Mixed Use
18. Museum
19. Office, general
20. Office, medical
21. Office, professional
22. Parking lot
23. Photography studio
24. Religious institution
25. Residence, condominium
26. Residence, multi-family
27. Residence, one-family
28. Residence, three and four family
29. Residence, townhouse
30. Residence, two-family (duplex)
31. Urgent care facility
32. Wedding facility

Uses by review.

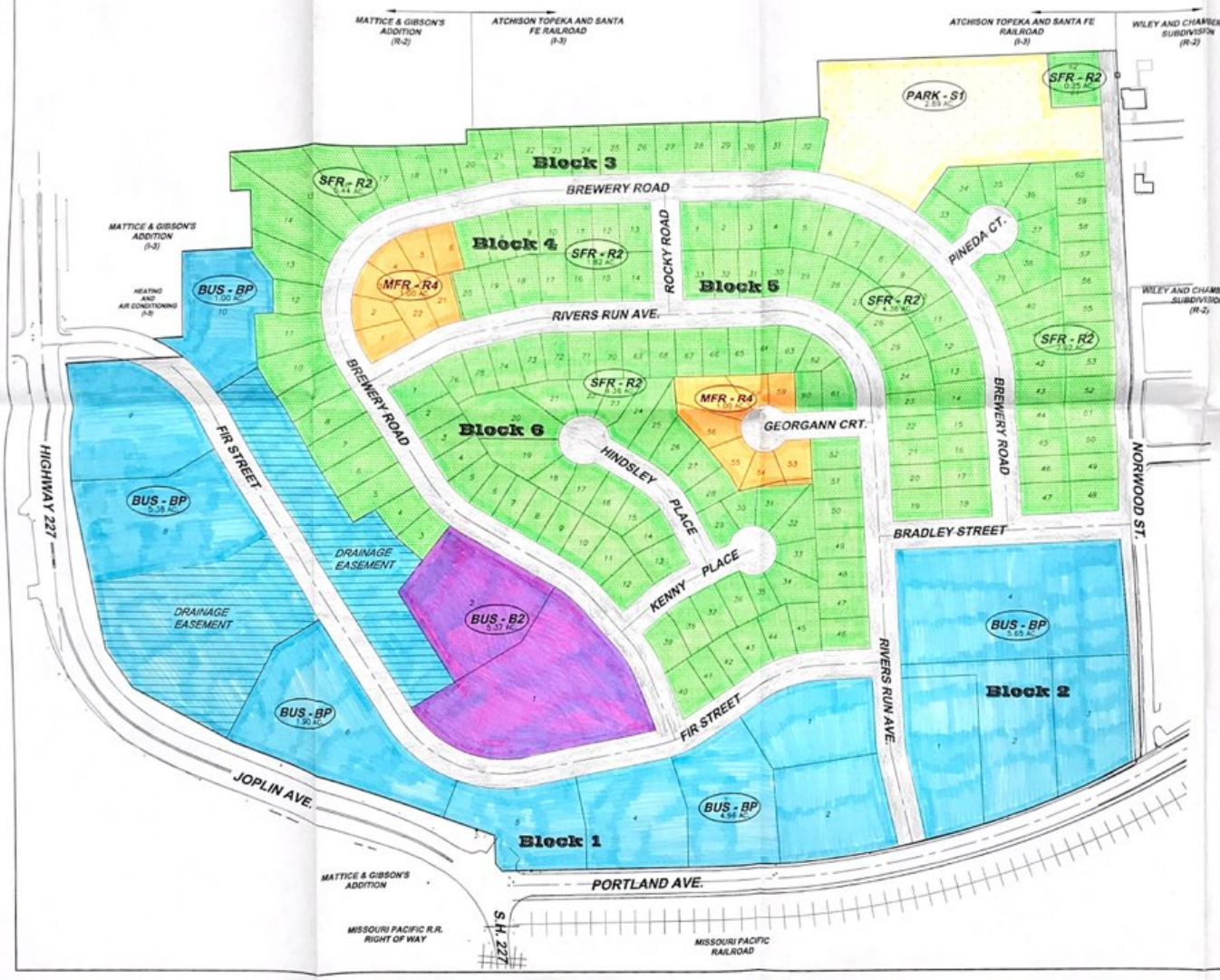
1. Accessory commissary
2. Accessory drive-thru
3. Accessory emergency generator
4. Accessory pigeon and dove keeping
5. Adult day service center
6. Broadcasting studio
7. Catering service
8. Charitable institution
9. Commercial, established
10. Community center
11. Crematory
12. Financial institution
13. Funeral home
14. General service
15. Group care facility
16. Halfway house
17. Heliport, emergency medical
18. Hospice care facility
19. Instructional studio
20. Massage establishment
21. Mortuary
22. Nursing home
23. Parks, trails and open space
24. Public utilities
25. Recreation facilities, indoor
26. Restaurant
27. Restaurant, carry-out
28. School, trade
29. Student Housing
30. Theater, general

Conditional uses:

1. Accessory antenna
2. Accessory commercial patio
3. Accessory medical marijuana home cultivation
4. Accessory solar array
5. Artist studio
6. Child care home
7. Community garden
8. Development in floodplain
9. Home based business
10. Legal non-conforming uses
11. Live-work unit
12. Temporary construction yard
13. Mobile food vendor
14. Temporary model home (sales office)

RIVER'S RUN REZONING PLAN

A portion of Mattice and Gibson's Addition together with certain vacated streets and alleys, being part of the SE 1/4 of Section 31, and part of the SW 1/4 of Section 32, Township 20 South, Range West of the Sixth Principal Meridian. Pueblo County, State of Colorado.



TOTAL SITE: ±67.93 ACRES

Land Use Table

TYPE	ZONE DISTRICT	UNITS	ACRES	DENSITY (Units/Acre)
SFR - Single Family Residential	R-2	178	25.00	7.04
MFR - Multi-Family Residential	R-4	15	2.00	7.50
BUS - Business	B-2	2	3.43	0.58
BP - Business Park	BP	14	16.41	0.85
Road Right-of-Way (60-FT)	N/A	N/A	13.78	N/A
* Park	N/A	1	2.89	N/A
* Detention Easement	N/A		4.42	N/A

* Park to be dedicated to City of Pueblo. Drainage easement acreage approximate.

Non Residential

TYPE	ZONE DISTRICT	AREA (ACRES)	PHASE 1 (ACRES)	PHASE 2 (ACRES)	PHASE 3 (ACRES)
BUS - Business	B-2	3.43	0	2.14	1.29
BP - Business Park	BP	15.41	15.41	0	1
* Park	N/A	2.89	0	2.89	0
*Detention Easement	N/A	4.42	2.48		1.94

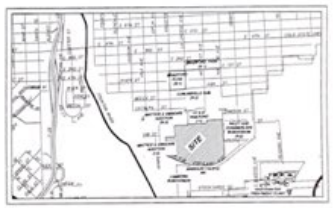
General Notes:

1. Open space consists of park to be dedicate to City of Pueblo.
2. Park acreage is 10.7% of the total residential land use.
3. Drainage easement acreage is approximate until drainage plan is finalized.
4. Drainage easement maintenance shall be the responsibility of the property owner.
5. Drainage easement acreage is 16.9% of the total non-residential acreage.
6. Use area boundaries as shown are approximate.
7. Lot layout is approximate.

Scale 1" = 100'

100 50 0 100 200 300

SCALE IN FEET



VICINITY MAP

SCALE: 1"=2000'

Mangini Reeves, Inc.
Professional Engineers and Professional Land Surveyors
4718 N. Elizabeth St. Suite A ~ Pueblo, CO (719-544-0865)

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Aaron Haaga	
Company: Ambrose Real Estate LLC	
Address: 6375 S. Highland Dr. Salt Lake City,UT	Zip: 84121-6561
Phone: (801) 706-5919	Email: Aaron@stonebrook.com
Applicant	
Name: Aaron Haaga	
Company: Ambrose Real Estate LLC	
Address: 6375 S. Highland Dr. Salt Lake City,UT	Zip: 84121-6561
Phone: (801) 706-5919	Email: Aaron@stonebrook.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Keith Isberg	
Company: DK Horn Engineering	
Address: 2441 S Prairie Ave, Pueblo, CO	Zip: 81005
Phone: (719) 696-8274	Email: keith@dkheng.com
*The **applicant** will be the primary contact unless otherwise noted.*	
Project Location: (address or general description) NE Corner of Portland Ave. and Jopline	
Parcel# See Attached	
Legal Description: See Attached	
Subdivision: Rivers Run	Acreage: 25.9
Existing Zone District: R-2 and B-P Refer to attachment	**Proposed Zone District:** R-5

7-29-20

Purpose of this Application:

- ☑ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify): _____

(Continued from previous page)

Statement of Facts:
Justifying the zone change request. Be specific; use additional sheets if necessary.

See attached

Description of area surrounding proposed development:

See attached.

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

See attached.

☑ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: MARCH 1, 2022

Estimated date for completion of project: MARCH 1, 2024

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☑ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. **(if applicable)**

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

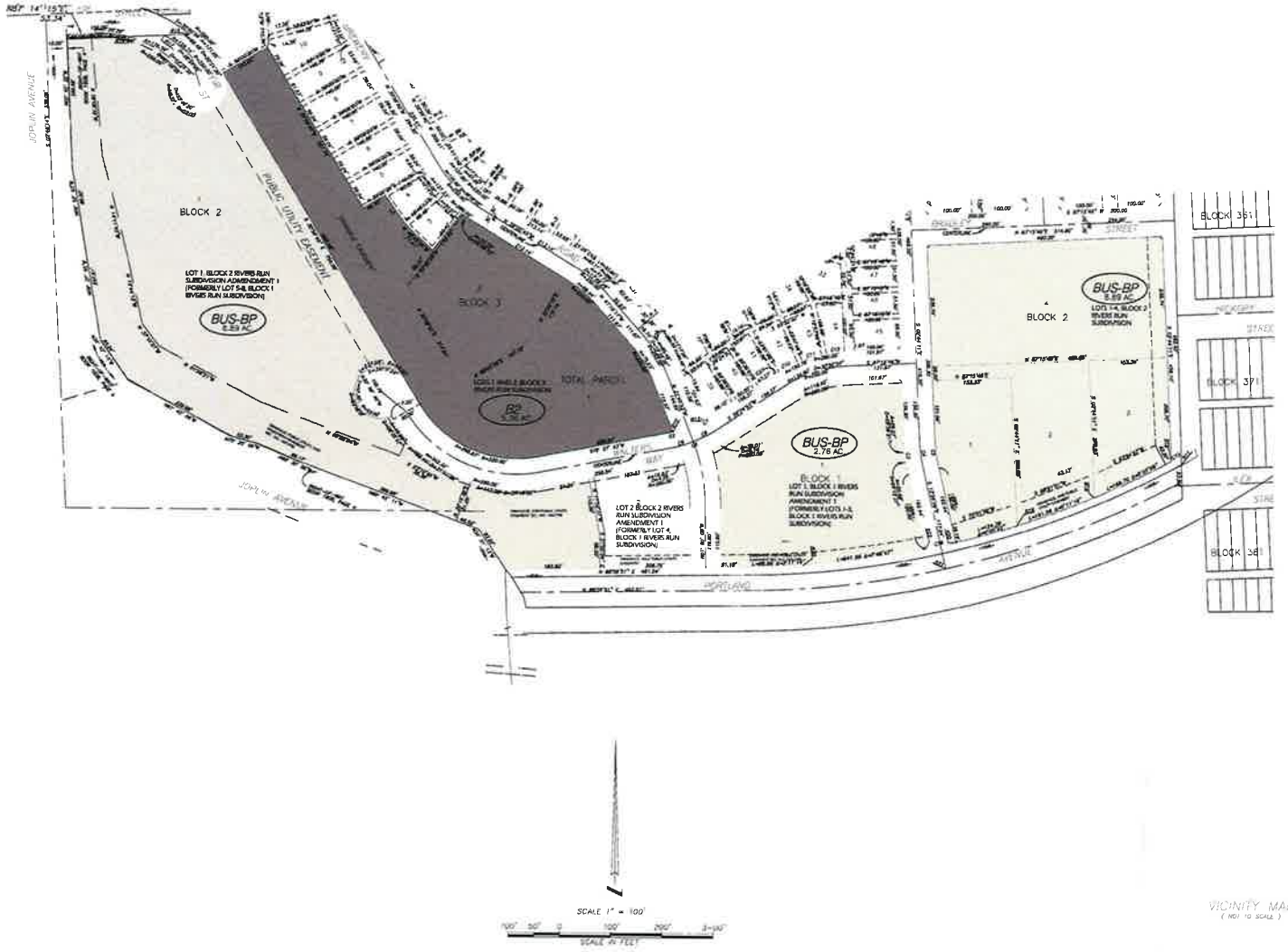
Office Use Only

Zoning Compliance (Completed by City Staff)	
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐ Approved w/conditions	

2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner			
Print Name:	Ambrose Real Estate, LCC		
Signature:		Date:	1/7/22
Applicant, if different from Property Owner			
Print Name:			
Signature:		Date:	

EXISTING ZONING EXHIBIT



DKHorn Engineering & Design Inc.

2441 S PRAIRIE AVE
PUEBLO, CO 81005
TEL 719 696 8274

PREPARED UNDER THE DIRECT SUPERVISION OF
Dukes Kay Horn, PE
COLORADO REGISTRATION NO. 43686

Designed RD
Drawn VD
Checked DKH
Date 01-10-2022

River's Run Subdivision 1st Amendment

EXISTING ZONING EXHIBIT

Scale
Horizontal 50'
Vertical 5'
Sheet No.
R27

February 22, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Ambrose Real Estate, LLC** for the approval of the following application(s) generally located north and east of S. Joplin Ave. and north of S. Portland Ave.

Z-22-01 River's Run Rezoning: Rezoning of 23.61 acres from B-P, Business Park to R-5, Mixed Residential and Office District

V-22-01 Rivers' Run Subdivision Right-of-Way and Easement Vacation: Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2.

S-22-01 River's Run Subdivision 1st Amendment: Re-subdivision of 12.88 (13 lots) into three multi-family residential lots.

The Planning and Zoning Commission meeting will be held on March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER Z-22-01

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property commonly known as Rivers Run to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property commonly known as Rivers Run, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
PHILLIPS MITCHELL DEAN + ADDINGTON R	1000 HICKORY ST	PUEBLO	CO	81001-5514
ARAGON PAUL L	1000 S NORWOOD AVE	PUEBLO	CO	81001-5516
JIMENEZ RICARDO ALFONSO + JIMENEZ VI	1009 FIR ST	PUEBLO	CO	81001-4506
BARELA CARLA M + CORDOVA DANIEL A +	1015 FIR ST	PUEBLO	CO	81001-4506
ERA HOLDINGS II LLC	1152 41ST LN	PUEBLO	CO	81006-9315
HAMMOND DALE H	1201 S LA CROSSE AVE	PUEBLO	CO	81001-4543
HARP LLC	14183 E LAYTON DR	AURORA	CO	80015-1244
LOPEZ CRYSTAL	1502 GRENADILLO ST	PUEBLO	CO	81001-4516
FINN WILLIAM G + TAPIA BERDINE	1504 GRENADILLO ST	PUEBLO	CO	81001-4516
GONZALES GREGORIO + GONZALES PHYLL	1509 GRENADILLO ST	PUEBLO	CO	81001-4515
CHAVEZ MARQUEZ JAIME	1511 GRENADILLO ST	PUEBLO	CO	81001-4515
TONY J BELTRAMO + SONS INC + BELTRAM	1541 STOCKYARD RD	PUEBLO	CO	81001-0468
DEPT OF HIGHWAYS STATE OF COLORADO	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
PRICE ADAM STEVEN	4760 S HIGHLAND DR PMB	SALT LAKE CITY	UT	84117-5149
LEGENDS SUBDIVISION LLC + AMBROSE RE	6375 S HIGHLAND DR	SALT LAKE CITY	UT	84121-6561
OUR FUTURE LEASING CO LLC + C/O ECO SI	750 PARK OF COMMERCE D	BOCA BATON	FL	33487-3650
ESQUIVEL JAVIER A	810 S NORWOOD AVE	PUEBLO	CO	81001-4400
GIBSON DANIEL LEWIS	813 S NORWOOD AVE	PUEBLO WEST	CO	81001-4462
BUNN ALPHONSO	817 S NORWOOD AVE	PUEBLO	CO	81001-4462
MARIN ARTEMIO ANDRADE	821 S NORWOOD AVE	PUEBLO	CO	81001-4462
COMINS CHRISTINE J + LINDREN LORA LEE	833 30 1/2 LN	PUEBLO	CO	81006-9540
GARCIA LAURA + GARCIA LORI A	935 ELM ST	PUEBLO	CO	81004-2531
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
FEARN GARY R	PO BOX 20368	COLORADO CITY	CO	81019-2368
GONZALES GREGORIO/GONZALES ERNEST	PO BOX 8806	PUEBLO	CO	81008-8806
A T + S F RR CO	PO BOX 961089	FORT WORTH	TX	76161-0089

City Clerk's Office Item # R-8

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: May 23, 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: AN ORDINANCE VACATING A PORTION OF FIR STREET AND MULTIPLE DRAINAGE AND PUBLIC UTILITY EASEMENTS LOCATED WITHIN BLOCKS 1 AND 2, RIVER'S RUN SUBDIVISION

SUMMARY:

The applicant is requesting to vacate a portion of the unimproved Fir Street and multiple drainage and public utility easements located within blocks 1 and 2, River's Run Subdivision.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Fir Street and the Public Utility and Drainage Easements proposed to be vacated were included in the River's Run Subdivision approved in 2005. At the time, Fir Street and the drainage/utility easements were intended to provide drainage and utility service to multiple lots zoned for light industrial and commercial uses. The property owner is requesting to resubdivide Lots 1-8, Block 1, River's Run Subdivision to create two large lots zoned for multifamily residential and commercial uses; therefore, it is no longer necessary to have multiple easements for drainage/utilities and for Fir Street to run the entire length of Block 1. Additionally, Lots 1-4, Block 2, River's Run Subdivision, are proposed to be rearranged into one large lot for multifamily residential development, negating the need for multiple drainage/utility easements to run through the block. The 30–40-foot easement that runs adjacent to the southern and eastern boundary of Block 2 will remain providing drainage and detention for the rearranged parcel. Concurrent requests are the resubdivision of the 12.880-acre River's Run Subdivision from eight lots into two large lots and River's Run Rezoning, 23.61 acres from B-P, Business Park to R-5, Multiple Residential and Office District.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 9, 2022, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, Fir Street and multiple drainage and public utility easements would remain which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Minutes of the Planning and Zoning Commission March 9, 2022 Public Hearing
Memorandum from the Department of Public Works Dated May 12, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10192

AN ORDINANCE VACATING A PORTION OF FIR STREET AND MULTIPLE DRAINAGE AND PUBLIC UTILITY EASEMENTS LOCATED WITHIN BLOCKS 1 AND 2, RIVER'S RUN SUBDIVISION

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

SECTION 1.

The following described street and drainage and public utility easements:

EASEMENT VACATION 1
BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 2, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE N02°44'11"W, ON THE WESTERLY BOUNDARY LINE OF SAID LOT 4, A DISTANCE OF 10.00 FEET; THENCE N87°15'49"E, A DISTANCE OF 430.00 FEET; THENCE S02°44'11"E, A DISTANCE OF 20.00 FEET; THENCE S87°15'49"W, A DISTANCE OF 113.34 FEET; THENCE S02°44'11"E, A DISTANCE OF 211.45 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE S66°39'48"W, ON SAID NORTHERLY LINE, A DISTANCE OF 21.37 FEET; THENCE N02°44'11"W, A DISTANCE OF 218.97 FEET; THENCE S87°15'49"W, A DISTANCE OF 133.33 FEET; THENCE S02°44'11"E, A DISTANCE OF 264.66 FEET, TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE S70°13'30"W, ON SAID NORTHERLY LINE, A DISTANCE OF 20.92 FEET; THENCE N02°44'11"W, A DISTANCE OF 270.78 FEET; THENCE N87°15'49"W, A DISTANCE OF 143.33 FEET TO A POINT ON THE WESTERLY LINE OF LOT 1, BLOCK 2 OF SAID RIVER'S RUN SUBDIVISION; THENCE N02°44'11"W, ON SAID WESTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 18,259 SQUARE FEET OR 0.419 ACRES.

EASEMENT VACATION 2
BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE N56°24'53"E, ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE S33°35'07"E, A DISTANCE OF 121.26 FEET; THENCE N81°16'28"E, A DISTANCE OF 208.04 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY BOUNDARY LINE OF SAID BLOCK 1, THENCE ON THE ARC OF A

CURVE TO THE LEFT, ON SAID EASTERLY BOUNDARY LINE, WHOSE CENTER BEARS N83°19'16”E, HAVING A DELTA OF 04°05'36”E, A RADIUS OF 280.00 FEET, A DISTANCE OF 20.00 FEET TO A POINT ON CURVE; THENCE S81°16'28”W, A DISTANCE OF 205.20 FEET; THENCE S04°08'18”E, A DISTANCE OF 146.14 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE ON THE ARC OF A CURVE TO THE RIGHT, ON SAID NORTHERLY EASEMENT LINE, WHOSE CENTER BEARS N04°31'02”W, HAVING A DELTA OF 00°39'12”, A RADIUS OF 1,753.98 FEET, A DISTANCE OF 20.00 FEET TO A POINT ON CURVE; THENCE N04°08'18”W, A DISTANCE OF 152.76 FEET; THENCE N33°35'07”W, A DISTANCE OF 125.02 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 3, BLOCK 1, RIVER'S RUN SUBDIVISION; THENCE N56°24'53”E, ON SAID NORTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 9,765 SQUARE FEET OR 0.224 ACRES.

EASEMENT VACATION 3
BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 3, ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N17°22'58”W, HAVING A DELTA OF 02°02'48”, A RADIUS OF 280.00 FEET, A DISTANCE OF 10.00 FEET TO A POINT ON CURVE; THENCE S17°22'58”E, A DISTANCE OF 111.62 FEET; THENCE S01°00'09”E, A DISTANCE OF 83.47 FEET; THENCE S88°59'51”W, A DISTANCE OF 20.00 FEET; THENCE N01°00'09”W, A DISTANCE OF 80.59 FEET; THENCE N17°22'58”W, A DISTANCE OF 108.74 FEET TO A POINT CURVE, SAID POINT BEING ON THE NORTHERLY LINE OF LOT 4, BLOCK 1, RIVER'S RUN SUBDIVISION, THENCE ON THE ARC OF A CURVE TO THE LEFT, ON SAID NORTHERLY LINE, WHOSE CENTER BEARS N15°20'10”W, HAVING A DELTA OF 02°02'48”, A RADIUS OF 280.00 FEET, A DISTANCE OF 10.00 FEET TO A POINT ON CURVE, SAID POINT BEING THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 3,842 SQUARE FEET OR 0.088 ACRES.

EASEMENT VACATION 4
BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 5, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE S30°59'40”E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 5, A DISTANCE OF 10.00 FEET; THENCE S59°00'20”W, A DISTANCE OF 107.25 FEET; THENCE S28°14'52”W, A DISTANCE OF 125.82 FEET TO A POINT ON THE NORTHERLY LINE OF THE DRAINAGE, PUBLIC UTILITY AND PEDESTRIAN EASEMENT AS RECORDED IN SAID RIVER'S RUN SUBDIVISION; THENCE N61°28'21”W, ON SAID NORTHERLY LINE,

A DISTANCE OF 20.00 FEET; THENCE N28°14'25”E, A DISTANCE OF 131.23 FEET; THENCE N59°00'20”E, A DISTANCE OF 112.75 FEET TO A POINT ON THE EASTERLY LINE OF LOT 6, SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40”E, ON SAID EASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 4,770 SQUARE FEET OR 0.110 ACRES.

EASEMENT VACATION 5
BEGINNING AT THE MOST NORTHEAST CORNER OF LOT 6, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE S30°59'40”E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 6, A DISTANCE OF 10.00 FEET; THENCE S59°00'20”W, A DISTANCE OF 111.89 FEET; THENCE S80°22'05”W, A DISTANCE OF 192.04 FEET TO A POINT ON THE EASTERLY LINE OF THE DRAINAGE, PUBLIC UTILITY AND PEDESTRIAN EASEMENT AS RECORDED IN SAID RIVER'S RUN SUBDIVISION; THENCE N12°44'12”W, ON SAID NORTHERLY LINE, A DISTANCE OF 20.03 FEET; THENCE N80°22'05”E, A DISTANCE OF 189.35 FEET; THENCE N59°00'20”E, A DISTANCE OF 108.11 FEET TO A POINT ON THE EASTERLY LINE OF LOT 7, SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40”E, ON SAID EASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 6,014 SQUARE FEET OR 0.138 ACRES.

EASEMENT VACATION 6
BEGINNING AT NORTHEAST CORNER OF LOT 7, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE S30°59'40”E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 7, A DISTANCE OF 10.00 FEET; THENCE S59°00'20”W, A DISTANCE OF 112.52 FEET; THENCE S87°14'38”W, A DISTANCE OF 134.95 FEET TO A POINT ON THE EASTERLY LINE OF THE DRAINAGE, PUBLIC UTILITY AND PEDESTRIAN EASEMENT AS RECORDED IN SAID RIVER'S RUN SUBDIVISION; THENCE N14°11'40”W, ON SAID NORTHERLY LINE, A DISTANCE OF 20.41 FEET; THENCE N87°14'38”E, A DISTANCE OF 133.97 FEET; THENCE N59°00'20”E, A DISTANCE OF 107.48 FEET TO A POINT ON THE EASTERLY LINE OF LOT 8, SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40”E, ON SAID EASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.
CONTAINING A CALCULATED AREA OF 4,889 SQUARE FEET OR 0.112 ACRES.

EASEMENT VACATION 7
A PORTION OF LOTS 5-8, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTHWEST CORNER LOT 8, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE ON SAID BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING TWO (2) COURSES:

1. N87°14'15”E, A DISTANCE OF 53.35 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 48°35'40”E, A RADIUS OF 220.00 FEET, A DISTANCE OF 186.59 FEET TO A POINT ON CURVE, SAID POINT BEING THE POINT OF BEGINNING.

THENCE CONTINUING ON THE ARC OF THE CURVE TO THE RIGHT, HAVING A DELTA OF 13°10'25”, A RADIUS OF 220.00 FEET, A DISTANCE OF 50.58 FEET TO A POINT OF TANGENT; THENCE S30°59'40”E, A DISTANCE OF 746.87 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N22°08'40”W, HAVING A DELTA OF 07°54'58”, A RADIUS OF 52.00 FEET, A DISTANCE OF 7.18 FEET TO A POINT ON CURVE; THENCE N30°59'40”W, A DISTANCE OF 745.28 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 12°58'22”, A RADIUS OF 213.00 FEET, A DISTANCE OF 48.23 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS HAVING A DELTA OF 07°45'50”, A RADIUS OF 52.00 FEET, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING. CONTAINING A CALCULATED AREA OF 5,570 SQUARE FEET OR 0.128 ACRES.

RIGHT-OF-WAY VACATION

A TRACT OF LAND BEING A PORTION FIR STREET AS PLATTED IN RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BASIS OF BEARING: THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALSO KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND A NO. 5 REBAR WITH YELLOW PLASTIC CAP, WHICH BEARS N04°32'49”W, A DISTANCE OF 88.20 FEET.

COMMENCING AT THE NORTHWEST CORNER LOT 8, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE ON THE BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING FOUR (4) COURSES:

1. N87°14'15”E, A DISTANCE OF 53.35 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°20'49”E, A RADIUS OF 220.00 FEET, A DISTANCE OF 66.59 FEET TO A POINT ON CURVE;

3. N87°14'15”E, A DISTANCE OF 119.63 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF FIR DRIVE, AS PLATTED SAID RIVER'S RUN SUBDIVISION;
4. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S38°38'50”W, HAVING A DELTA OF 20°21'30”, A RADIUS OF 280.00 FEET, A DISTANCE OF 99.49 FEET TO A POINT OF TANGENT, SAID POINT BEING THE POINT OF BEGINNING;

   THENCE S30°59'40”E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 695.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S59°00'20”W, HAVING A DELTA OF 98°50'04”, A RADIUS OF 52.00 FEET, A DISTANCE OF 89.73 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIR STREET; THENCE N30°59'40”W, ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 592.73 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N22°08'40”W, HAVING A DELTA OF 98°51'00”, A RADIUS OF 52.00 FEET, A DISTANCE OF 87.71 FEET TO THE POINT OF BEGINNING.
   CONTAINING A CALCULATED AREA OF 36,653 SQUARE FEET
   OR 0.841 ACRES.

are hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 23, 2022.

Final adoption of Ordinance by City Council on June 13, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on June 15, 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.

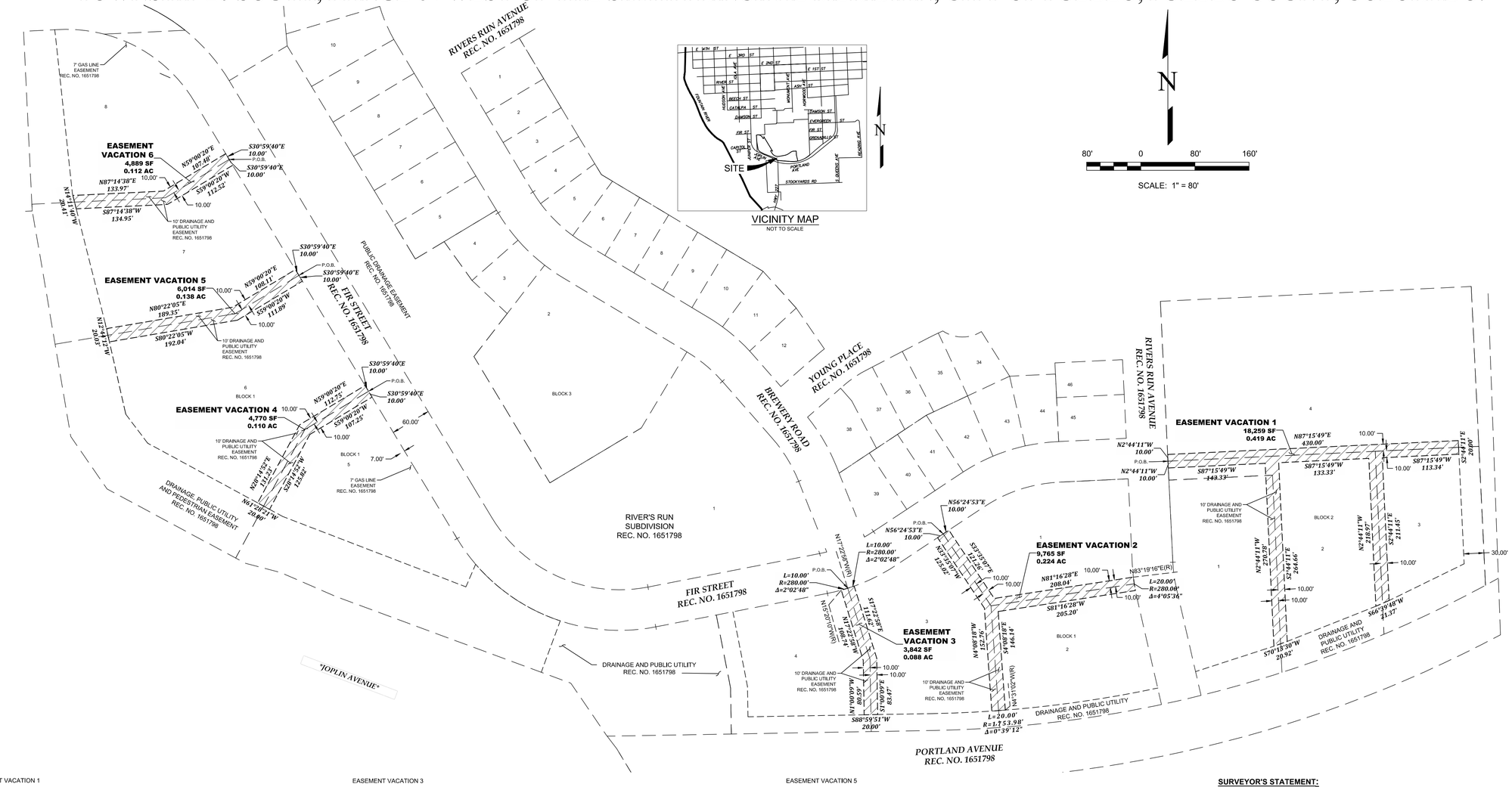
_____
President of City Council

ATTEST

_____
City Clerk

RIVER'S RUN SUBDIVISION RIGHT-OF-WAY AND EASEMENT VACATION PLAT

A PORTION OF BLOCK 1, A PORTION OF BLOCK 2, AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNY, COLORADO.



EASEMENT VACATION 1

BEGINNING AT THE SOUTHWEST CORNER OF LOT 4, BLOCK 2, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE N02°44'11"W, ON THE WESTERLY BOUNDARY LINE OF SAID LOT 4, A DISTANCE OF 10.00 FEET; THENCE N87°15'49"E, A DISTANCE OF 430.00 FEET; THENCE S02°44'11"E, A DISTANCE OF 20.00 FEET; THENCE S87°15'49"W, A DISTANCE OF 113.34 FEET; THENCE S02°44'11"E, A DISTANCE OF 211.45 FEET TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE S66°39'48"W, ON SAID NORTHERLY LINE, A DISTANCE OF 21.37 FEET; THENCE N02°44'11"W, A DISTANCE OF 218.97 FEET; THENCE S87°15'49"W, A DISTANCE OF 133.33 FEET; THENCE S02°44'11"E, A DISTANCE OF 264.66 FEET, TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE S70°13'30"W, ON SAID NORTHERLY LINE, A DISTANCE OF 20.92 FEET; THENCE N02°44'11"W, A DISTANCE OF 270.78 FEET; THENCE S87°15'49"W, A DISTANCE OF 143.33 FEET TO A POINT ON THE WESTERLY LINE OF LOT 1, BLOCK 2 OF SAID RIVER'S RUN SUBDIVISION; THENCE N02°44'11"W, ON SAID WESTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 18,259 SQUARE FEET OR 0,419 ACRES.

EASEMENT VACATION 2

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE N56°24'53"E, ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 1, A DISTANCE OF 10.00 FEET; THENCE S33°35'07"E, A DISTANCE OF 121.26 FEET; THENCE N81°16'28"E, A DISTANCE OF 208.04 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY BOUNDARY LINE OF SAID BLOCK 1, THENCE ON THE ARC OF A CURVE TO THE LEFT, ON SAID EASTERLY BOUNDARY LINE, WHOSE CENTER BEARS N83°19'16"E, HAVING A DELTA OF 04°05'36"E, A RADIUS OF 280.00 FEET, A DISTANCE OF 20.00 FEET TO A POINT ON CURVE; THENCE S81°16'28"W, A DISTANCE OF 205.20 FEET; THENCE S04°08'18"E, A DISTANCE OF 146.14 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE ON THE ARC OF A CURVE TO THE RIGHT, ON SAID NORTHERLY EASEMENT LINE, WHOSE CENTER BEARS N04°31'02"W, HAVING A DELTA OF 00°39'12", A RADIUS OF 1,753.98 FEET, A DISTANCE OF 20.00 FEET TO A POINT ON CURVE; THENCE N04°08'18"W, A DISTANCE OF 152.76 FEET; THENCE N33°35'07"W, A DISTANCE OF 125.02 FEET TO A POINT ON THE NORTHERLY LINE OF LOT 3, BLOCK 1, RIVER'S RUN SUBDIVISION; THENCE N56°24'53"E, ON SAID NORTHERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 9,765 SQUARE FEET OR 0.224 ACRES.

EASEMENT VACATION 3

BEGINNING AT THE NORTHWEST CORNER OF LOT 3, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, THENCE ON THE NORTHERLY BOUNDARY LINE OF SAID LOT 3, ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N17°22'58"W, HAVING A DELTA OF 02°02'48", A RADIUS OF 280.00 FEET, A DISTANCE OF 10.00 FEET TO A POINT ON CURVE; THENCE S17°22'58"E, A DISTANCE OF 111.62 FEET; THENCE S01°00'09"E, A DISTANCE OF 83.47 FEET; TO A POINT ON THE NORTHERLY BOUNDARY LINE OF THE DRAINAGE AND PUBLIC UTILITY EASEMENT AS RECORDED UNDER SAID RIVER'S RUN SUBDIVISION; THENCE S88°59'51"W, ON SAID NORTHERLY EASEMENT LINE, A DISTANCE OF 20.00 FEET; THENCE N01°00'09"W, A DISTANCE OF 80.59 FEET; THENCE N17°22'58"W, A DISTANCE OF 108.74 FEET TO A POINT CURVE, SAID POINT BEING ON THE NORTHERLY LINE OF LOT 4, BLOCK 1, RIVER'S RUN SUBDIVISION, THENCE ON THE ARC OF A CURVE TO THE LEFT, ON SAID NORTHERLY LINE, WHOSE CENTER BEARS N15°20'10"W, HAVING A DELTA OF 02°02'48", A RADIUS OF 280.00 FEET, A DISTANCE OF 10.00 FEET TO A POINT ON CURVE, SAID POINT BEING THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 3,842 SQUARE FEET OR 0.088 ACRES.

EASEMENT VACATION 4

BEGINNING AT THE MOST NORTHERLY CORNER OF LOT 5, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE S30°59'40"E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 5, A DISTANCE OF 10.00 FEET; THENCE S59°00'20"W, A DISTANCE OF 107.25 FEET; THENCE S28°14'52"W, A DISTANCE OF 125.82 FEET TO A POINT ON THE NORTHERLY LINE OF THE DRAINAGE, PUBLIC UTILITY AND PEDESTRIAN EASEMENT AS RECORDED IN SAID RIVER'S RUN SUBDIVISION; THENCE N61°28'21"W, ON SAID NORTHERLY LINE, A DISTANCE OF 20.09 FEET; THENCE N28°14'52"E, A DISTANCE OF 131.23 FEET; THENCE N59°00'20"E, A DISTANCE OF 112.75 FEET TO A POINT ON THE EASTERLY LINE OF LOT 6, SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40"E, ON SAID EASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 4,770 SQUARE FEET OR 0,110 ACRES.

EASEMENT VACATION 5

BEGINNING AT THE MOST NORTHEAST CORNER OF LOT 6, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE S30°59'40"E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 6, A DISTANCE OF 10.00 FEET; THENCE S59°00'20"W, A DISTANCE OF 111.89 FEET; THENCE S80°22'05"W, A DISTANCE OF 192.04 FEET TO A POINT ON THE EASTERLY LINE OF THE DRAINAGE, PUBLIC UTILITY AND PEDESTRIAN EASEMENT AS RECORDED IN SAID RIVER'S RUN SUBDIVISION; THENCE N12°44'12"W, ON SAID NORTHERLY LINE, A DISTANCE OF 20.03 FEET; THENCE N80°22'05"E, A DISTANCE OF 189.35 FEET; THENCE N59°00'20"E, A DISTANCE OF 108.11 FEET TO A POINT ON THE EASTERLY LINE OF LOT 7, SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40"E, ON SAID EASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 6,014 SQUARE FEET OR 0.138 ACRES.

EASEMENT VACATION 6

BEGINNING AT NORTHEAST CORNER OF LOT 7, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE S30°59'40"E ON THE EASTERLY BOUNDARY LINE OF SAID LOT 7, A DISTANCE OF 10.00 FEET; THENCE S59°00'20"W, A DISTANCE OF 112.52 FEET; THENCE S87°14'38"W, A DISTANCE OF 134.95 FEET TO A POINT ON THE EASTERLY LINE OF THE DRAINAGE, PUBLIC UTILITY AND PEDESTRIAN EASEMENT AS RECORDED IN SAID RIVER'S RUN SUBDIVISION; THENCE N14°11'40"W, ON SAID NORTHERLY LINE, A DISTANCE OF 20,41 FEET; THENCE N87°14'38"E, A DISTANCE OF 133.97 FEET; THENCE N59°00'20"E, A DISTANCE OF 107.48 FEET TO A POINT ON THE EASTERLY LINE OF LOT 8, SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40"E, ON SAID EASTERLY LINE, A DISTANCE OF 10.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 4,889 SQUARE FEET OR 0,112 ACRES.

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, ON THE BASIS OF MY KNOWLEDGE, INFORMATION AND BELIEF, DO HEREBY STATE THAT THIS VACATION PLAT HAS BEEN PREPARED UNDER MY RESPONSIBLE CHARGE IN AUGUST OF 2021 TO NORMAL STANDARDS OF CARE OF A PROFESSIONAL LAND SURVEYOR PRACTICING IN THE STATE OF COLORADO, AND IS IN ACCORDANCE WITH APPLICABLE STANDARDS OF PRACTICE. THIS STATEMENT IS NOT A GUARANTY OR WARRANTY, EITHER EXPRESSED OR IMPLIED.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

ORDINANCE NO: _____

PLAT FILED FOR RECORD: _____

ORDINANCE RECEPTION NO: _____

PLAT RECEPTION NO: _____

REVISIONS NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

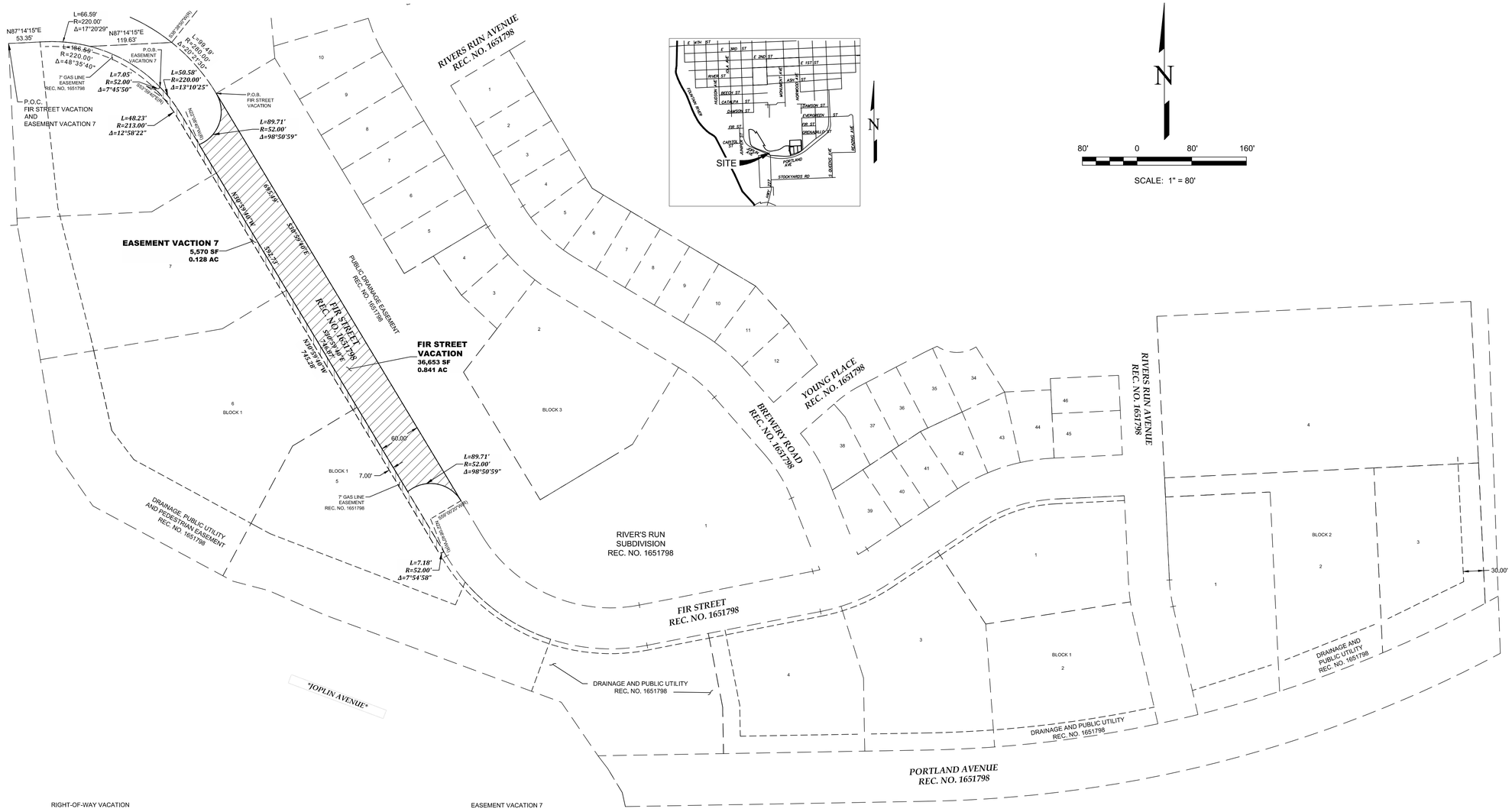
RIVER'S RUN SUBDIVISION
RIGHT-OF-WAY AND EASEMENT VACATION PLAT

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN
CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 80'
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	5-5-2022
SHEET NO	1 OF 2

RIVER'S RUN SUBDIVISION RIGHT-OF-WAY AND EASEMENT VACATION PLAT

A PORTION OF BLOCK 1, A PORTION OF BLOCK 2, AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNY, COLORADO.



RIGHT-OF-WAY VACATION

A TRACT OF LAND BEING A PORTION FIR STREET AS PLATTED IN RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS: THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALSO KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND A NO. 5 REBAR WITH YELLOW PLASTIC CAP, WHICH BEARS N04°32'49"W, A DISTANCE OF 88.20 FEET.

COMMENCING AT THE NORTHWEST CORNER LOT 8, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE ON THE BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING FOUR (4) COURSES:

1. N87°14'15"E, A DISTANCE OF 53.35 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°20'29"E, A RADIUS OF 220.00 FEET, A DISTANCE OF 66.59 FEET TO A POINT ON CURVE;
3. N87°14'15"E, A DISTANCE OF 119.63 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE EASTERLY RIGHT-OF-WAY LINE OF FIR DRIVE, AS PLATTED SAID RIVER'S RUN SUBDIVISION;
4. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S38°38'50"W, HAVING A DELTA OF 20°21'30", A RADIUS OF 280.00 FEET, A DISTANCE OF 99.49 FEET TO A POINT OF TANGENT, SAID POINT BEING THE POINT OF BEGINNING;

THENCE S30°59'40"E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 695.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S59°00'20"W, HAVING A DELTA OF 98°50'59", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIR STREET; THENCE N30°59'40"W, ON SAID WESTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 592.73 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N22°08'40"W, HAVING A DELTA OF 98°50'59", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 36,653 SQUARE FEET
OR 0.841 ACRES.

EASEMENT VACATION 7

A PORTION OF LOTS 5-8, BLOCK 1, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO MORE PARTICULARLY DESCRIBED AS FOLLOWS:
COMMENCING AT THE NORTHWEST CORNER LOT 8, RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO; THENCE ON SAID BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING TWO (2) COURSES:

1. N87°14'15"E, A DISTANCE OF 53.35 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 48°35'40"E, A RADIUS OF 220.00 FEET, A DISTANCE OF 186.59 FEET TO A POINT ON CURVE, SAID POINT BEING THE POINT OF BEGINNING.

THENCE CONTINUING ON THE ARC OF THE CURVE TO THE RIGHT, HAVING A DELTA OF 13°10'25", A RADIUS OF 220.00 FEET, A DISTANCE OF 50.58 FEET TO A POINT OF TANGENT; THENCE S30°59'40"E, A DISTANCE OF 746.87 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N22°08'40"W, HAVING A DELTA OF 07°54'58", A RADIUS OF 52.00 FEET, A DISTANCE OF 7.18 FEET TO A POINT ON CURVE; THENCE N30°59'40"W, A DISTANCE OF 745.28 FEET TO A POINT OF CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 12°58'22", A RADIUS OF 213.00 FEET, A DISTANCE OF 48.23 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS S53°59'40"E, HAVING A DELTA OF 07°45'50", A RADIUS OF 52.00 FEET, A DISTANCE OF 52.00 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 5,570 SQUARE FEET OR 0.128 ACRES.

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
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4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

RIVER'S RUN SUBDIVISION
RIGHT-OF-WAY AND EASEMENT VACATION PLAT

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 80'
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	5-5-2022
SHEET NO	2 OF 2

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
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, March 9, 2022 – 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 3:38 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, Sarah Martinez, 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, Senior Planner; Danielle Baxter, Planner; John Sakariason, Stormwater Coordinator; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda with changes to move V-21-03 & S-21-10 to April 13, 2022, hearing and move Z-21-16, V-21-04, and S-21-12 to March 23, 2022, hearing. Seconded by Aznar.

Motion passed 7-0.

PUBLIC MEETING AGENDA

1. **V-22-01: Vacation:** Rivers' Run Subdivision Right-of-Way and Easement Vacation. Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2, Rivers' Run Subdivision**.** Generally located north and east of S. Joplin Ave. and north of S. Portland Ave

   Staff report by Beritt Odom.

   Staff review and findings:

   Fir Street and the Public Utility and Drainage Easements proposed to be vacated were subdivided in 2005 with the River's Run Subdivision. At the time, Fir Street and the drainage/utility easements were intended to provide drainage and utility service to multiple lots zoned for light industrial and commercial uses. Aaron Haaga, property owner, is requesting to resubdivide Lots 1-8, Block 1, River's Run Subdivision to create two large lots zoned for multifamily residential and commercial uses; therefore, it is no longer necessary to have multiple easements for drainage/utilities and for Fir Street to run the entire length of Block 1. Additionally, Lots 1-4, Block 2, River's Run Subdivision, are proposed to be rearranged into one large lot for multifamily residential development, negating the need for multiple drainage/utility easements to run through the block. The 30–40-foot easement that runs adjacent to the southern and eastern boundary of Block 2 will remain providing drainage and detention for the rearranged parcel.

   Applicable Regulations:

   Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

   Recommended Action:

   The Subdivision Review Committee recommends that the Street and Easement Vacation be recommended for APPROVAL following conditions:

   1. Provide a signed and stamped preliminary drainage report in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado prior to submittal for City Council review and approval.
      a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility.
      b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins.
      c. Include all items in the checklist in the report and on the drainage plan.
   2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statement, and agreements, then the plat will have to be resubmitted for Planning and Zoning Commission review and recommendation.
   3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per the City's Criteria Manual and MS4s permit. Since this is a re-subdivision and it disturbs over an acre, water quality will have to be brough up to current standards.
   4. The stormwater facility maintenance agreement is currently under review and needs to be finalized prior to City Council review.

   All conditions must be met and approved by the Stormwater Department prior to the Vacation request being scheduled for City Council review.

- **Stormwater Comment: Stormwater Utility Memo from John Sakariason, Stormwater Coordinator, March 1, 2022**

HEARING: Aaron Haaga (6375 S Highland Dr, Salt Lake City, UT) was still under oath to speak on behalf of the application. Mr. Haaga added that the vacation is due to combining lots and they are no longer needed. He also added that the Fir St vacation is for crime reduction in the neighborhood. No one spoke in support or opposition to the application.

MOTION: Motion to recommend approval of V-22-01 with staff conditions to City Council was made by Bailey, second by Avalos.

MOTION PASSED 7-0

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-22-01 River's Run Vacation
S-22-01 River's Run Subdivision, 1st Amendment

DATE: May 12, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-22-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	March 9, 2022
SUBJECT:	**River's Run Subdivision, Right-of-way and Easement Vacation**
APPLICANT:	Edward Fisher, Edward-James Surveying, Inc. and Darlene Horn, DK Horn Engineering and Design, Inc.
OWNER:	Aaron Haaga, Ambrose Real Estate, LLC
LOCATION:	Generally located north and east of S. Joplin Ave. and north of S. Portland Ave. in the lower Eastside Neighborhood.
CONCURRENT REQUESTS:	Z-22-02, River's Run Rezoning, 23.61 acres from B-P, Business Park to R-5, Multiple-residential and Office District S-22-01, River's Run Subdivision 1st Amendment RPB-22-01 River's Run Subdivision Rearrangement of Property Boundaries, rearrange Lots 1-4, Block 2 into Parcel A RPB-22-02 River's Run Subdivision Rearrangement of Property Boundaries, rearrange Lots 1-2, Block 3 into Parcel B

Request:
To vacate a portion of the unimproved Fir Street and multiple Drainage and Public Utility Easements located within Blocks 1 and 2, River's Run Subdivision.

Staff review and findings:
Fir Street and the Public Utility and Drainage Easements proposed to be vacated were subdivided in 2005 with the River's Run Subdivision. At the time, Fir Street and the drainage/utility easements were intended to provide drainage and utility service to multiple lots zoned for light industrial and commercial uses. Aaron Haaga, property owner, is requesting to resubdivide Lots 1-8, Block 1, River's Run Subdivision to create two large lots zoned for multifamily residential and commercial uses; therefore, it is no longer necessary to have multiple easements for drainage/utilities and for Fir Street to run the entire length of Block 1. Additionally, Lots 1-4, Block 2, River's Run Subdivision, are proposed to be rearranged into one large lot for multifamily residential development, negating the need for multiple drainage/utility easements

to run through the block. The 30–40-foot easement that runs adjacent to the southern and eastern boundary of Block 2 will remain providing drainage and detention for the rearranged parcel.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee recommends that the Street and Easement Vacation be recommended for APPROVAL following conditions:

1. Provide a signed and stamped preliminary drainage report in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado prior to submittal for City Council review and approval.
    a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility.
    b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins.
    c. Include all items in the checklist in the report and on the drainage plan.
2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statement, and agreements, then the plat will have to be resubmitted for Planning and Zoning Commission review and recommendation.
3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per the City's Criteria Manual and MS4s permit. Since this is a re-subdivision and it disturbs over an acre, water quality will have to be brough up to current standards.
4. The stormwater facility maintenance agreement is currently under review and needs to be finalized prior to City Council review.

All conditions must be met and approved by the Stormwater Department prior to the Vacation request being scheduled for City Council review.

PUBLIC WORKS AND ENGINEERING COMMENTS

- **None**

WASTEWATER

- **None**

STORMWATER

- **Stormwater Utility Memo from John Sakariason, Stormwater Coordinator, March 1, 2022**

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

- **None**

TRANSPORTATION COMMENTS

- **None**

PARKS AND RECREATION COMMENTS

- None

REGIONAL BUILDING COMMENTS

- None

BOARD OF WATER WORKS COMMENTS

- None

COLORADO DEPARTMENT OF TRANSPORTATION COMMENTS

- None

COMCAST COMMENTS

- None

EXCEL ENERGY COMMENTS

- None

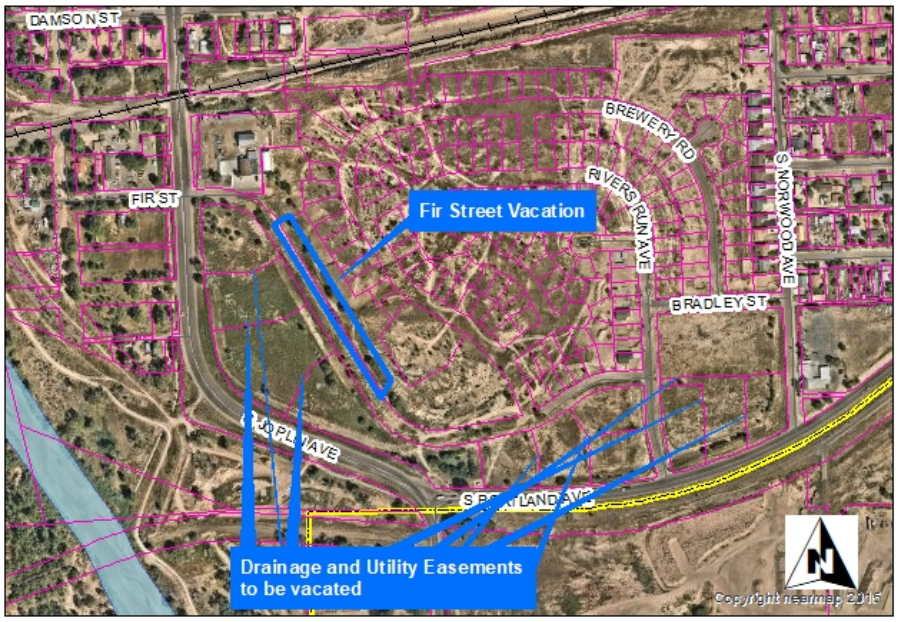
QWEST COMMENTS

- None

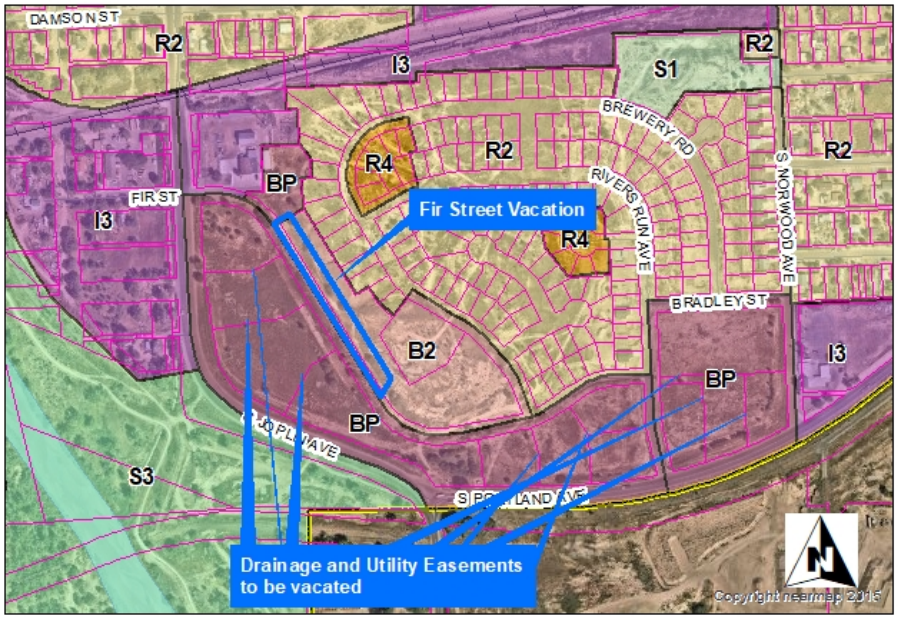
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Site Photographs
D. SRC Memo, March 2, 2022
E. Stormwater Utility Memo, March 1, 2022
F. Vacation Plat
G. Vacation Application

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map

Attachment D. Site Photos



Public Notice Poster



Looking west from Walters Way



Looking north from S. Portland Ave.

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation

city of PUEBLO colorado
Subdivision Review Committee

Scott Hobson
Acting Director Planning & Community Development
Executive Secretary of Planning & Zoning Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: March 2, 2022

Subject: V-22-01 River's Run Subdivision Right-of-Way and Easement Vacation and S-22-01 River's Run Subdivision, 1st Amendment

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V-22-01 River's Run Subdivision Right-of-Way and Easement Vacation:

The subdivision review committee recommends that the conditions listed below are addressed and approved by the Stormwater Department, prior to the vacation request being scheduled for City Council review.

Conditions required by stormwater (Stormwater Utility Memo, March 1, 2022):

1. Provide a signed and stamped preliminary drainage report in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado prior to submittal for City Council review and approval.
    a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility.
    b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins.
    c. Include all items in the checklist in the report and on the drainage plan.
2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statement, and agreements, then the plat will have to be resubmitted for Planning and Zoning Commission review and recommendation.
3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per the City's Criteria Manual and MS4s permit. Since this is a re-subdivision and it disturbs over an acre, water quality will have to be brough up to current standards.
4. The stormwater facility maintenance agreement is currently under review and needs to be finalized prior to City Council review.
5. The vacation and subdivision plat must be recorded concurrently.

S-22-01 River's Run Subdivision 1st Amendment:

The subdivision review committee recommends that the Planning and Zoning Commission recommend approval with the following conditions:

1. All conditions identified in John Sakariason's Stormwater Utility Memo must be addressed and approved prior to the subdivision being scheduled for City Council review.
2. Provide field verified elevation at the connection manholes on the Utility Plan, email from Sonia Mondragon, February 22, 2022 (Subdivision Submittal Checklist Part 1, #23).

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: Beritt Odom, Principal Planner

FROM: John Sakariason, Stormwater Coordinator

DATE: March 1, 2022

SUBJECT: S-22-01 P & Z Conditions

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 = March 1 comments
(~~Crossed out items~~ indicate they have been addressed.)

1. Provide a signed and stamped preliminary drainage report in accordance with The Storm Drainage Design Criteria and Drainage Policies for City of Pueblo, Colorado prior to submittal to City Council.
    a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility.
    b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins.
    c. Include all items in the checklist in the report and on the drainage plan.
2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statements, and agreements, then the plat will have to be reviewed by planning and zoning another time.
3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per The City's Criteria Manual and MS4s permit. Since this is a re-subdivision and is disturbs over an acre water quality will have to be brought up to current standards.
4. The stormwater facility maintenance agreement is currently under review and needs to be finalized.

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT AMBROSE REAL ESTATE, LLC., A UTAH LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

A TRACT OF LAND BEING LOTS 1 THOUGH 8, BLOCK 1, INCLUSIVE AND A PORTION OF FIR STREET AS PLATTED IN RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS: THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND A NO.7 REBAR KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 7, WHICH IS ASSUMED TO BEAR S04°32'49"E.

COMMENCING AT THE POINT OF BEGINNING AS SHOWN ON THE PLAT OF RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, SAID POINT BEING AND ANGLE POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON THE BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES:

1. N34°23'10"W, A DISTANCE OF 93.15 FEET;
2. N69°44'22"W, A DISTANCE OF 370.01 FEET;
3. N66°30'50"W, A DISTANCE OF 89.17 FEET;
4. N75°20'09"W, A DISTANCE OF 53.30 FEET;
5. N61°45'08"W, A DISTANCE OF 232.68 FEET;
6. N34°42'14"W, A DISTANCE OF 94.24 FEET;
7. N09°37'55"W, A DISTANCE OF 257.91 FEET;
8. N09°52'53"W, A DISTANCE OF 80.62 FEET;
9. N02°45'22"W, A DISTANCE OF 266.08 FEET;
10. N87°14'15"E, A DISTANCE OF 53.34 FEET TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°20'29", A RADIUS OF 220.00 FEET; A DISTANCE OF 66.59 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION, THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. CONTINUING ON SAID CURVE TO THE RIGHT, HAVING A DELTA OF 44°25'36", A RADIUS OF 220.00 FEET, A DISTANCE OF 170.59 FEET TO A POINT OF TANGENT;
2. S30°59'40"E, A DISTANCE OF 51.38 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N22°08'40"W, HAVING A DELTA OF 98°51'00", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40"E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 695.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S59°00'20"W, HAVING A DELTA OF 98°50'59", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIR STREET; THENCE ON SAID RIGHT-OF WAY THE FOLLOWING SEVEN (7) COURSES:

1. S30°59'40"E, A DISTANCE OF 109.96 FEET TO A POINT OF CURVE;
2. ON THE ARC OF CURVE TO THE LEFT, HAVING A DELTA OF 70°02'57", A RADIUS OF 280.00 FEET, A DISTANCE OF 342.32 FEET TO A POINT OF TANGENT;
3. THENCE N78°57'23"E, A DISTANCE OF 258.54 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 22°32'30", A RADIUS OF 280.00 FEET, A DISTANCE OF 110.16 FEET, TO A POINT OF TANGENT;
5. N56°24'53"E, A DISTANCE OF 156.37 FEET TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 30°50'56", A RADIUS OF 220.00 FEET, A DISTANCE OF 118.45 FEET TO A POINT OF TANGENT;
7. N87°15'49"E, A DISTANCE OF 101.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIVERS RUN AVENUE, AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID RIVERS RUN AVENUE THE FOLLOWING THREE (3) COURSES:

1. S02°44'11"E, A DISTANCE OF 126.30 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 10°11'58", A RADIUS OF 280.00 FEET, A DISTANCE OF 49.84 FEET TO A POINT OF TANGENT;
3. S12°56'09"E, A DISTANCE OF 162.44 FEET TO A POINT ON CURVE SAID POINT BEING ON THE NORTHERLY LINE OF THE ADDITIONAL DEDICATED RIGHT-OF-WAY LINE OF PORTLAND AVENUE AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE NORTHERLY LINE OF SAID ADDITIONAL DEDICATED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N11°58'11"W, HAVING A DELTA OF 10°58'02", A RADIUS OF 1,778.98 FEET, A DISTANCE OF 340.52 FEET TO A POINT OF TANGENT;
2. S88°59'51"W, A DISTANCE OF 481.56 FEET TO POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION;

THENCE N37°19'00"W, ON SAID WESTERLY LINE, A DISTANCE OF 1.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 561,067 SQUARE FEET OR 12.880 ACRES.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO STREETS AND LOTS AND BLOCKS, AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE AND PUBLIC UTILITIES AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "RIVER'S RUN SUBDIVISION 1ST AMENDMENT"

ALL OF THE STREETS, EASEMENTS FOR DRAINAGE, SIDEWALK AND PUBLIC UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

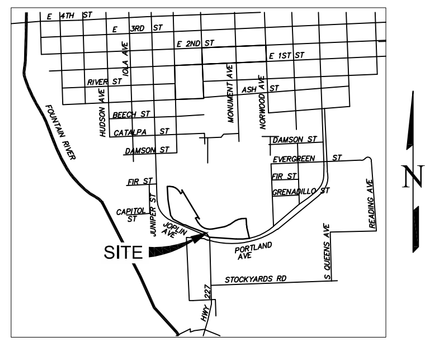
ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON, AND THE STORM WATER FACILITIES MAINTENANCE AGREEMENT DATED_____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.



DECLARATION OF COVENANTS:

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS:

THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST ALSO KNOWN A PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND PUEBLO COUNTY GPS MONUMENT NO. 7, BEING A NO. 7 REBAR, WHICH BEARS S04°32'49"E.

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSON OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

THIS IS TO CERTIFY THAT THE PLAT OF "RIVER'S RUN SUBDIVISION 1ST AMENDMENT, " HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

_____ _____
CITY CLERK DATE

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

DEDICATION CONTINUED

IN WITNESS WHEREOF: THE AFOREMENTIONED "_____, HAS EXECUTED THIS

INSTRUMENT THIS _____ DAY OF _____, 202__, A.D.

AMBROSE REAL ESTATE, LLC., A UTAH LIMITED LIABILITY COMPANY

_____
(AARON S. HAAGA, MANAGER)

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 202__, A.D.

_____.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

NOTICE:

*ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.*

REVISIONS NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

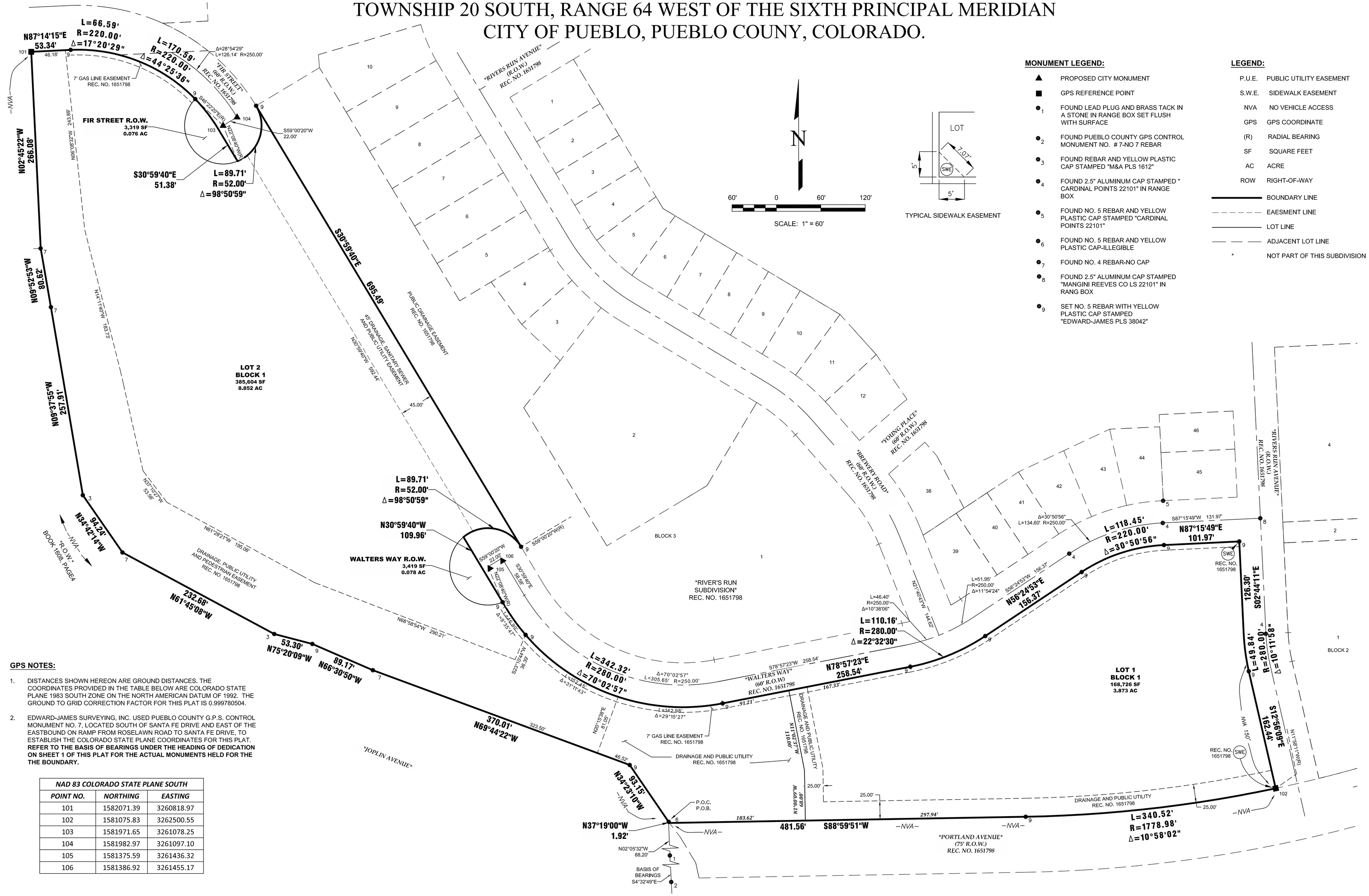
RIVER'S RUN SUBDIVISION 1ST AMENDMENT

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	N/A
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	2-9-2022
SHEET NO	1 OF 2

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.



MONUMENT LEGEND:

- ▲ PROPOSED CITY MONUMENT
- ■ GPS REFERENCE POINT
- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
- ●2 FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
- ●3 FOUND REBAR AND YELLOW PLASTIC CAP STAMPED "M&A PLS 1612"
- ●4 FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
- ●5 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "CARDINAL POINTS 22101"
- ●6 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
- ●7 FOUND NO. 4 REBAR-NO CAP
- ●8 FOUND 2.5" ALUMINUM CAP STAMPED "MANGINI REEVES CO LS 22101" IN RANG BOX
- ●9 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY
———	BOUNDARY LINE
- - - - -	EAESMENT LINE
———	LOT LINE
—— — ——	ADJACENT LOT LINE
*	NOT PART OF THIS SUBDIVISION

GPS NOTES:

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999780504.
2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	*NORTHING*	*EASTING*
101	1582071.39	3260818.97
102	1581075.83	3262500.55
103	1581971.65	3261078.25
104	1581982.97	3261097.10
105	1581375.59	3261436.32
106	1581386.92	3261455.17

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
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DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 60'
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	2-9-2022
SHEET NO	2 OF 2

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: Aaron Haaga		Name: (Same)	
Company: Ambrose Real Estate, LLC		Company:	
Address: 6375 S. Highland Drive Salt Lake City, UT	Zip: 84121	Address:	Zip:
Phone: (801) 278-1111 801) 598-6492		Phone: ( )	
Email: kelly@stonebrook.com		Email:	
Engineer		**Surveyor**	
Name: Darlene Horn		Name: Edward Fisher	
Company: DK Horn Engineering & Design, Inc.		Company: Edward-James Surveying, Inc.	
Address: 2441 S. Prairie Pueblo, CO	Zip: 81005	Address: 4732 Eagleridge Circle Pueblo, CO	Zip: 81008
Phone: (719) 696-8274		Phone: (719) 545-6240	
Email: darlene@dkheng.com		Email: edwardf@ejsurveying.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Lots 1 through 8, Block 1, River's Run Subdivision Located at the intersection of Portland Avenue and Joplin Avenue

Parcel No(s): 432319001, 432319002, 432319003, 432319004, 431452001, 431452002, 431452003, & 431452004

Existing Zone: BP | Proposed Zone (if applicable):

PUD Name (if applicable): n/a

Project Scope

Project Name: River's Run Subdivision 1st Amendment

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☒ Street Name Change: Existing Name: A portion of Fir Street Proposed Name: Walters Way
- ☒ Subdivision: # of lots: Replat 8 lots into 3 lots Total acres: 12.880
- ☐ Text Amendment
- ☒ Vacation: ☒ Street ○ Alley ☒ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request: SEE ATTACHED DESCRIPTION

What is the total acreage included in the project? 12.880

What is the proposed use of the property?

☒ Commercial ☒ Multi-family ☐ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☒ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	Ambrose Real Estate, LLC	
Signature:		Date: 1/7/22

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

February 22, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Ambrose Real Estate, LLC** for the approval of the following application(s) generally located north and east of S. Joplin Ave. and north of S. Portland Ave.

Z-22-01 River's Run Rezoning: Rezoning of 23.61 acres from B-P, Business Park to R-5, Mixed Residential and Office District

V-22-01 Rivers' Run Subdivision Right-of-Way and Easement Vacation: Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2.

S-22-01 River's Run Subdivision 1st Amendment: Re-subdivision of 12.88 (13 lots) into three multi-family residential lots.

The Planning and Zoning Commission meeting will be held on March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

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V-22-01 Rivers' Run Subdivision Right-of-Way and Easement Vacation: Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2.

S-22-01 River's Run Subdivision 1st Amendment: Re-subdivision of 12.88 (13 lots) into three multi-family residential lots.

The Planning and Zoning Commission meeting will be held on March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER V-22-01

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: Street Vacation- Rivers Run to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Street Vacation- Rivers Run, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
PHILLIPS MITCHELL DEAN + ADDINGTON R	1000 HICKORY ST	PUEBLO	CO	81001-5514
ARAGON PAUL L	1000 S NORWOOD AVE	PUEBLO	CO	81001-5516
JIMENEZ RICARDO ALFONSO + JIMENEZ VI	1009 FIR ST	PUEBLO	CO	81001-4506
BARELA CARLA M + CORDOVA DANIEL A +	1015 FIR ST	PUEBLO	CO	81001-4506
ERA HOLDINGS II LLC	1152 41ST LN	PUEBLO	CO	81006-9315
HAMMOND DALE H	1201 S LA CROSSE AVE	PUEBLO	CO	81001-4543
HARP LLC	14183 E LAYTON DR	AURORA	CO	80015-1244
LOPEZ CRYSTAL	1502 GRENADILLO ST	PUEBLO	CO	81001-4516
FINN WILLIAM G + TAPIA BERDINE	1504 GRENADILLO ST	PUEBLO	CO	81001-4516
GONZALES GREGORIO + GONZALES PHYLL	1509 GRENADILLO ST	PUEBLO	CO	81001-4515
CHAVEZ MARQUEZ JAIME	1511 GRENADILLO ST	PUEBLO	CO	81001-4515
TONY J BELTRAMO + SONS INC + BELTRAM	1541 STOCKYARD RD	PUEBLO	CO	81001-0468
DEPT OF HIGHWAYS STATE OF COLORADO	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
PRICE ADAM STEVEN	4760 S HIGHLAND DR PMB	SALT LAKE CITY	UT	84117-5149
LEGENDS SUBDIVISION LLC + AMBROSE RE	6375 S HIGHLAND DR	SALT LAKE CITY	UT	84121-6561
OUR FUTURE LEASING CO LLC + C/O ECO SI	750 PARK OF COMMERCE D	BOCA BATON	FL	33487-3650
ESQUIVEL JAVIER A	810 S NORWOOD AVE	PUEBLO	CO	81001-4400
GIBSON DANIEL LEWIS	813 S NORWOOD AVE	PUEBLO WEST	CO	81001-4462
BUNN ALPHONSO	817 S NORWOOD AVE	PUEBLO	CO	81001-4462
MARIN ARTEMIO ANDRADE	821 S NORWOOD AVE	PUEBLO	CO	81001-4462
COMINS CHRISTINE J + LINDREN LORA LEE	833 30 1/2 LN	PUEBLO	CO	81006-9540
GARCIA LAURA + GARCIA LORI A	935 ELM ST	PUEBLO	CO	81004-2531
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
FEARN GARY R	PO BOX 20368	COLORADO CITY	CO	81019-2368
GONZALES GREGORIO/GONZALES ERNEST	PO BOX 8806	PUEBLO	CO	81008-8806
A T + S F RR CO	PO BOX 961089	FORT WORTH	TX	76161-0089

City Clerk's Office Item # R-9

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: May 23, 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: AN ORDINANCE APPROVING THE RIVER'S RUN SUBDIVISION 1ST AMENDMENT

SUMMARY:

The applicant is requesting to resubdivide 12.880-acres from eight lots into two large lots to facilitate multifamily residential development.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Planning and Zoning Commission approved the River's Run Master Development Plan, Case No. MP-04-01 in 2004. The master plan identified the resubdivision area for light industrial uses and it was subsequently subdivided into eight non-residential lots with drainage/utility easements servicing each lot. The property owner is now requesting to deviate from the approved master plan to resubdivide the eight lots into two large lots to facilitate the development of multifamily residential housing within the City's lower Eastside Neighborhood. The resubdivision site sits directly south of the existing R-2 zoned, single-family residential lots. The applicant intends to develop an apartment complex adjacent to Joplin Avenue, which would better compliment the adjacent single-family uses to the north. To accomplish the proposed development, the applicant is also requesting to vacate a portion of Fir Street, drainage/utility easements; rezone Lots 1-8, Block 1, and Lots 1-4, Block 2; rearrange Lots 1-4, Block 2; and rearrange Lots 1-2, Block 3. Planning staff concurs with the applicant and supports the rezoning, vacation, rearrangement and resubdivision to introduce more compatible development within the southern portion of the River's Run community. Concurrent requests along with this resubdivision are River's Run Rezoning, 23.61 acres from B-P, Business Park to R-5, Multiple Residential and Office District and River's Run Subdivision, right-of-way and easement vacation. (Administrative matters: River's Run Subdivision rearrangement of property boundaries, rearrange lots 1-4, block 2 into parcel A and River's Run Subdivision rearrangement of property boundaries, rearrange lots 1-2, block 3 into parcel B.)

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 9, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance.
Minutes of the Planning and Zoning Commission March 9, 2022 Public Hearing
Memorandum from the Department of Public Works Dated May 12, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10193

AN ORDINANCE APPROVING THE RIVER'S RUN SUBDIVISION 1ST AMENDMENT

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

SECTION 1.

The final plat of the River's Run Subdivision 1st Amendment, being a subdivision of land legally described as:

A TRACT OF LAND BEING LOTS 1 THOUGH 8, BLOCK 1, INCLUSIVE AND A PORTION OF FIR STREET AS PLATTED IN RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS: THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND A NO.7 REBAR KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 7, WHICH IS ASSUMED TO BEAR S04°32'49"E.

COMMENCING AT THE POINT OF BEGINNING AS SHOWN ON THE PLAT OF RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, SAID POINT BEING AND ANGLE POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON THE BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES:

1. N34°23'10"W, A DISTANCE OF 93.15 FEET;
2. N69°44'22"W, A DISTANCE OF 370.01 FEET;
3. N66°30'50"W, A DISTANCE OF 89.17 FEET;
4. N75°20'09"W, A DISTANCE OF 53.30 FEET;
5. N61°45'08"W, A DISTANCE OF 232.68 FEET;
6. N34°42'14"W, A DISTANCE OF 94.24 FEET;
7. N09°37'55"W, A DISTANCE OF 257.91 FEET;
8. N09°52'53"W, A DISTANCE OF 80.62 FEET;
9. N02°45'22"W, A DISTANCE OF 266.08 FEET;
10. N87°14'15"E, A DISTANCE OF 53.34 FEET TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°20'29", A RADIUS OF 220.00 FEET; A DISTANCE OF 66.59 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. CONTINUING ON SAID CURVE TO THE RIGHT, HAVING A DELTA OF 44°25'36”, A RADIUS OF 220.00 FEET, A DISTANCE OF 170.59 FEET TO A POINT OF TANGENT;
2. S30°59'40”E, A DISTANCE OF 51.38 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N22°08'40”W, HAVING A DELTA OF 98°51'00”, A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40”E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 695.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S59°00'20”W, HAVING A DELTA OF 98°50'59”, A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIR STREET; THENCE ON SAID RIGHT-OF WAY THE FOLLOWING SEVEN (7) COURSES:

1. S30°59'40”E, A DISTANCE OF 109.96 FEET TO A POINT OF CURVE;
2. ON THE ARC OF CURVE TO THE LEFT, HAVING A DELTA OF 70°02'57”, A RADIUS OF 280.00 FEET, A DISTANCE OF 342.32 FEET TO A POINT OF TANGENT;
3. THENCE N78°57'23”E, A DISTANCE OF 258.54 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 22°32'30”, A RADIUS OF 280.00 FEET, A DISTANCE OF 110.16 FEET, TO A POINT OF TANGENT;
5. N56°24'53”E, A DISTANCE OF 156.37 FEET TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 30°50'56”, A RADIUS OF 220.00 FEET, A DISTANCE OF 118.45 FEET TO A POINT OF TANGENT;
7. N87°15'49”E, A DISTANCE OF 101.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIVERS RUN AVENUE, AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID RIVERS RUN AVENUE THE FOLLOWING THREE (3) COURSES:

1. S02°44'11”E, A DISTANCE OF 126.30 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 10°11'58”, A RADIUS OF 280.00 FEET, A DISTANCE OF 49.84 FEET TO A POINT OF TANGENT;
3. S12°56'09”E, A DISTANCE OF 162.44 FEET TO A POINT ON CURVE SAID POINT BEING ON THE NORTHERLY LINE OF THE ADDITIONAL DEDICATED RIGHT-OF-WAY LINE OF PORTLAND AVENUE AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE NORTHERLY LINE OF SAID ADDITIONAL DEDICATED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N11°58'11”W, HAVING A DELTA OF 10°58'02”, A RADIUS OF 1,778.98 FEET, A DISTANCE OF 340.52 FEET TO A POINT OF TANGENT;

2. S88°59'51”W, A DISTANCE OF 481.56 FEET TO POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION;

   THENCE N37°19'00”W, ON SAID WESTERLY LINE, A DISTANCE OF 1.92 FEET TO THE POINT OF BEGINNING.
   CONTAINING A CALCULATED AREA OF 561,067 SQUARE FEET OR 12.880 ACRES.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City’s Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City’s subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-l0-l0l, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any

reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on May 23, 2022.

Final adoption of Ordinance by City Council on June 13, 2022.

President of City Council

Action by the Mayor:

☒ Approved on June 15, 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

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT AMBROSE REAL ESTATE, LLC., A UTAH LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

A TRACT OF LAND BEING LOTS 1 THOUGH 8, BLOCK 1, INCLUSIVE AND A PORTION OF FIR STREET AS PLATTED IN RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS: THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, ALSO KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND A NO.7 REBAR KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 7, WHICH IS ASSUMED TO BEAR S04°32'49"E.

COMMENCING AT THE POINT OF BEGINNING AS SHOWN ON THE PLAT OF RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, SAID POINT BEING AN ANGLE POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON THE BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES:

1. N34°23'10"W, A DISTANCE OF 93.15 FEET;
2. N69°44'22"W, A DISTANCE OF 370.01 FEET;
3. N66°30'50"W, A DISTANCE OF 89.17 FEET;
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1. CONTINUING ON SAID CURVE TO THE RIGHT, HAVING A DELTA OF 44°25'36", A RADIUS OF 220.00 FEET, A DISTANCE OF 170.59 FEET TO A POINT OF TANGENT;
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THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N22°08'40"W, HAVING A DELTA OF 98°50'59", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40"E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 695.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S59°00'20"W, HAVING A DELTA OF 98°50'59", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIR STREET; THENCE ON SAID RIGHT-OF WAY THE FOLLOWING SEVEN (7) COURSES:

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2. S88°59'51"W, A DISTANCE OF 481.56 FEET TO POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION;

THENCE N37°19'00"W, ON SAID WESTERLY LINE, A DISTANCE OF 1.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 561,067 SQUARE FEET OR 12.880 ACRES.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO STREETS AND LOTS AND BLOCKS, AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE AND PUBLIC UTILITIES AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "RIVER'S RUN SUBDIVISION 1ST AMENDMENT"

ALL OF THE STREETS, EASEMENTS FOR DRAINAGE, SIDEWALK AND PUBLIC UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

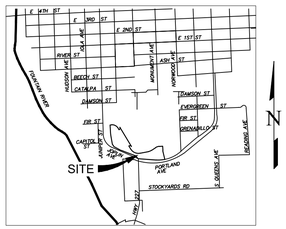
ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON, AND THE STORM WATER FACILITIES MAINTENANCE AGREEMENT DATED_____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.



DECLARATION OF COVENANTS:

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS:

THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH PRINCIPAL MERIDIAN, ALSO KNOWN A PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND PUEBLO COUNTY GPS MONUMENT NO. 7, BEING A NO. 7 REBAR, WHICH BEARS S04°32'49"E.

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSON OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

THIS IS TO CERTIFY THAT THE PLAT OF "RIVER'S RUN SUBDIVISION 1ST AMENDMENT. " HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

_____ _____
CITY CLERK DATE

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

DEDICATION CONTINUED

IN WITNESS WHEREOF: THE AFOREMENTIONED "AMBROSE REAL ESTATE, LLC", A UTAH LIMITED LIABILITY COMPANY BY AARON S. HAAGA, MANAGER, HAS EXECUTED THIS

INSTRUMENT THIS _____ DAY OF _____, 202__, A.D.

AMBROSE REAL ESTATE, LLC., A UTAH LIMITED LIABILITY COMPANY

_____
(AARON S. HAAGA, MANAGER)

STATE OF UTAH)
)SS
COUNTY OF SALT LAKE)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 202__, A.D.

_____.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

NOTICE:

*ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.*

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

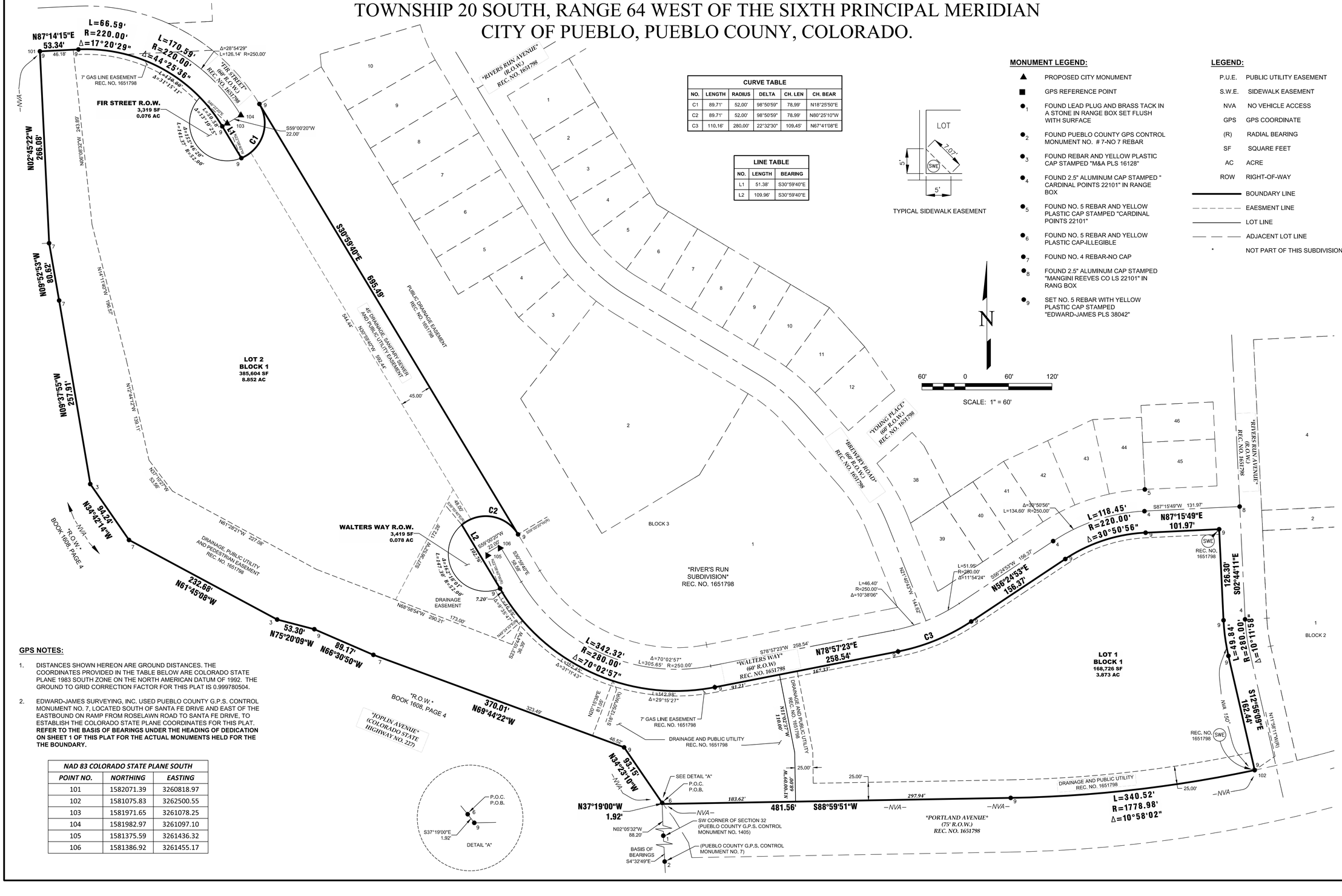
RIVER'S RUN SUBDIVISION 1ST AMENDMENT

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	N/A
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	5-4-2022
SHEET NO	1 OF 2

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.



CURVE TABLE					
NO.	LENGTH	RADIUS	DELTA	CH. LEN	CH. BEAR
C1	89.71'	52.00'	98°50'59"	78.99'	N18°25'50"E
C2	89.71'	52.00'	98°50'59"	78.99'	N80°25'10"W
C3	110.16'	280.00'	22°32'30"	109.45'	N67°41'08"E

LINE TABLE		
NO.	LENGTH	BEARING
L1	51.38'	S30°59'40"E
L2	109.96'	S30°59'40"E

MONUMENT LEGEND:

- ▲ PROPOSED CITY MONUMENT
- ■ GPS REFERENCE POINT
- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
- ●2 FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
- ●3 FOUND REBAR AND YELLOW PLASTIC CAP STAMPED "M&A PLS 16128"
- ●4 FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
- ●5 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "CARDINAL POINTS 22101"
- ●6 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
- ●7 FOUND NO. 4 REBAR-NO CAP
- ●8 FOUND 2.5" ALUMINUM CAP STAMPED "MANGINI REEVES CO LS 22101" IN RANG BOX
- ●9 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY
———	BOUNDARY LINE
- - - - -	EAESMENT LINE
———	LOT LINE
—— — ——	ADJACENT LOT LINE
*	NOT PART OF THIS SUBDIVISION

GPS NOTES:

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999780504.
2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	*NORTHING*	*EASTING*
101	1582071.39	3260818.97
102	1581075.83	3262500.55
103	1581971.65	3261078.25
104	1581982.97	3261097.10
105	1581375.59	3261436.32
106	1581386.92	3261455.17

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
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RIVER'S RUN SUBDIVISION 1ST AMENDMENT

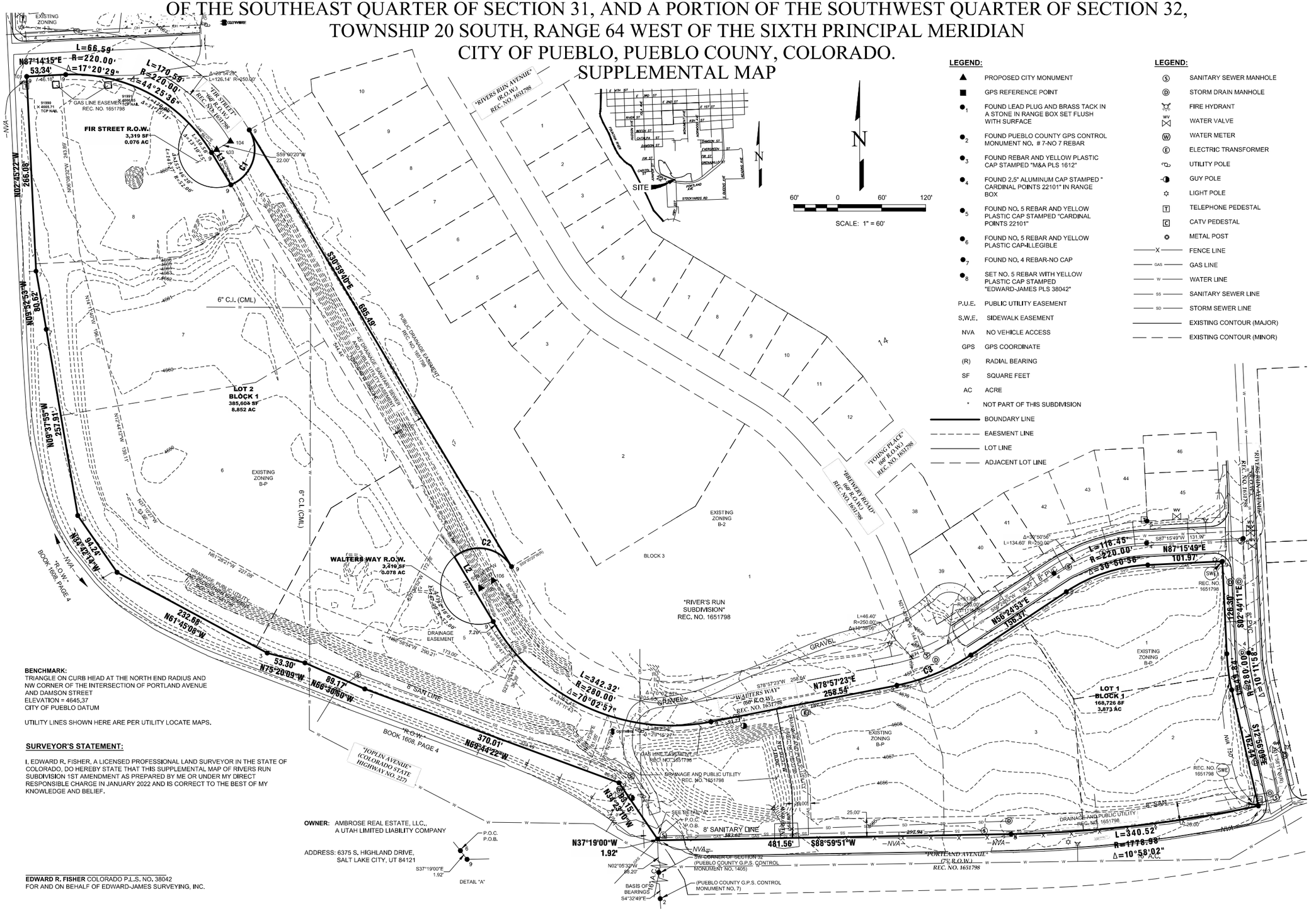
A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 60'
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	5-4-2022
SHEET NO	2 OF 2

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

SUPPLEMENTAL MAP



LEGEND:

▲	PROPOSED CITY MONUMENT
■	GPS REFERENCE POINT
●1	FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
●2	FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
●3	FOUND REBAR AND YELLOW PLASTIC CAP STAMPED "M&A PLS 1612"
●4	FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
●5	FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "CARDINAL POINTS 22101"
●6	FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
●7	FOUND NO. 4 REBAR-NO CAP
●8	SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"
P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
*	NOT PART OF THIS SUBDIVISION
	BOUNDARY LINE
	EAESMENT LINE
	LOT LINE
	ADJACENT LOT LINE

LEGEND:

(S)	SANITARY SEWER MANHOLE
(D)	STORM DRAIN MANHOLE
	FIRE HYDRANT
WV	WATER VALVE
(W)	WATER METER
(E)	ELECTRIC TRANSFORMER
	UTILITY POLE
	GUY POLE
	LIGHT POLE
T	TELEPHONE PEDESTAL
C	CATV PEDESTAL
	METAL POST
—X—	FENCE LINE
—GAS—	GAS LINE
—W—	WATER LINE
—SS—	SANITARY SEWER LINE
—SD—	STORM SEWER LINE
	EXISTING CONTOUR (MAJOR)
	EXISTING CONTOUR (MINOR)

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
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RIVER'S RUN SUBDIVISION 1ST AMENDMENT
SUPPLEMENTAL MAP

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
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H-SCALE	1" = 60'
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	5-4-2022
SHEET NO	1 OF 1

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
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, March 9, 2022 – 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 3:38 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, Sarah Martinez, 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, Senior Planner; Danielle Baxter, Planner; John Sakariason, Stormwater Coordinator; and Joe Martellaro, Associate Engineer II.

APPROVAL OF AGENDA

A Motion was made by Bailey to approve the agenda with changes to move V-21-03 & S-21-10 to April 13, 2022, hearing and move Z-21-16, V-21-04, and S-21-12 to March 23, 2022, hearing. Seconded by Aznar.

Motion passed 7-0.

PUBLIC MEETING AGENDA

5c. S-22-01: Subdivision: Rivers Run Subdivision, 1st Amendment. A re-subdivision of 12.88 acres (13 lots) into three multi-family residential/office lots. Generally located north and east of S. Joplin Ave. and north of S. Portland Ave

Staff report by Beritt Odom.

BACKGROUND AND ANALYSIS:

The Planning and Zoning Commission approved the River's Run Master Development Plan, Case No. MP-04-01 in 2004. The master plan identified the resubdivision area for light industrial uses and it was subsequently subdivided into eight non-residential lots with drainage/utility easements servicing each lot. Mr. Haaga, property owner, is now requesting to deviate from the approved master plan to resubdivide the eight lots into two large lots to facilitate the development of multifamily residential housing within the City's lower Eastside Neighborhood.

The resubdivision site sits directly south of the existing R-2 zoned, single-family residential lots. Mr. Haaga indicates in his subdivision request, that he intends to develop an apartment complex adjacent to Joplin Ave., which would better compliment the adjacent single-family uses to the north. In order to accomplish the proposed development, the applicant is also requesting to vacate a portion of Fir Street, drainage/utility easements; rezone Lots 1-8, Block 1, and Lots 1-4, Block 2; rearrange Lots 1-4, Block 2; and rearrange Lots 1-2, Block 3. Planning staff concurs with Mr. Haaga and supports the rezoning, vacation, rearrangement and resubdivision as a means to introduce more compatible development within the southern portion of the River's Run community.

APPLICABLE REGULATIONS:

Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:

The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable
Plat Deficiencies:	
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be	**Conditions required by stormwater (Stormwater Utility Memo, March 1, 2022):** 1. Provide a signed and stamped preliminary drainage report in accordance with the Storm Drainage Design Criteria and

completed prior to the case being scheduled for City Council hearing.)	Drainage Policies for the City of Pueblo, Colorado prior to submittal for City Council review and approval. a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility. b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins. c. Include all items in the checklist in the report and on the drainage plan. 2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statement, and agreements, then the plat will have to be resubmitted for Planning and Zoning Commission review and recommendation. 3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per the City's Criteria Manual and MS4s permit. Since this is a re-subdivision and it disturbs over an acre, water quality will have to be brought up to current standards. 4. The stormwater facility maintenance agreement is currently under review and needs to be finalized prior to City Council review. **Wastewater Conditions (email from Sonia Mondragon, February 22, 2022):** 1. Provide field verified elevation at the connection manholes on the Utility Plan (Subdivision Submittal Checklist Part 1, #23). **General Condition:** 1. The vacation and subdivision plat must be recorded concurrently.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	R-2, Single-Family Residential: construction of single-family homes along Rivers Run Avenue.
East	I-3, Heavy Industrial: historic business records indicate the site has been home to Auto Body, Auto Detail, and Contractor uses.

South	South of S. Joplin Ave., S-3, Flood Plain District: unimproved land. South of S. Portland Ave., Pueblo County I-3, Heavy Industrial: Tony J. Beltramo and Sons Construction Yard.
West	I-3, Heavy Industrial: primarily unimproved with the exception of two single-family residences. S-3, Flood Plain District: unimproved land.

- **Comprehensive Plan Compliance:**
  The subject property lies within a Special Development Area identified in the Pueblo Regional Comprehensive Plan, 2002. These areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan further contends that a Master Plan must be prepared prior to development in Special Development Areas. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The master plan includes provisions for a mixture of residential, commercial and light industrial uses.

  The current property owner is requesting to deviate from the approved master plan by rezoning the B-P and B-2 zone districts to R-5, rearranging, and resubdividing the commercial/industrial areas facilitating multifamily residential and office development. Staff supports the subdivision request as multifamily and office uses are more compatible with the established single-family residential uses located directly north of the rezoning site.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum Lot Size and Area:**
  R-5 lot size depends upon the use, the minimum required lot size is 3,000 square feet for a single-family use; 5,000 square feet for other permitted uses; and 1,000 square feet per dwelling unit for multifamily uses of six dwelling units or more.
  - The two proposed lots exceed the minimum area requirement for the R-5

REFERRAL AGENCIES AND COMMENTS:

- Pueblo Board of Water Works-Please see the attached email from Steven Anselmo, February 23, 2022
- City Wastewater-Please see the attached email from Sonia Mondragon, February 22, 2022
- City Stormwater-Please see the attached memorandum from John Sakariason, Stormwater Coordinator, March 1, 2022

HEARING: Aaron Haaga (6375 S Highland Dr, Salt Lake City, UT) was still under oath to speak on behalf of the application. Mr. Haaga stated he understood the conditions of the report. No one spoke in support or opposition of application.

MOTION: Motion to recommend approval of S-22-01 with all staff conditions to City Council was made by Bailey, second by Aznar.

MOTION PASSED 7-0

city of PUEBLO colorado

DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-22-01 River's Run Vacation
S-22-01 River's Run Subdivision, 1st Amendment

DATE: May 12, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative

city of PUEBLO colorado
Planning & Zoning Commission

Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-22-01

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	March 9, 2022
SUBJECT:	River's Run Subdivision 1st Amendment
APPLICANT:	Edward Fisher, Edward-James Surveying, Inc.
PROPERTY OWNER:	Aaron Haaga, Ambrose Real Estate, LLC
LOCATION:	Generally located north and east of S. Joplin Ave.
EXISTING ZONE:	B-P, Business Park, current request to rezone to R-5, Multiple-residential and Office District.
CONCURRENT REQUESTS:	Z-22-02, River's Run Rezoning, 23.61 acres from B-P, Business Park to R-5, Multiple-residential and Office District V-21-03, River's Run Subdivision, Right-of-way and Easement Vacation RPB-22-01 River's Run Subdivision Rearrangement of Property Boundaries, rearrange Lots 1-4, Block 2 into Parcel A RPB-22-02 River's Run Subdivision Rearrangement of Property Boundaries, rearrange Lots 1-2, Block 3 into Parcel B

REQUEST:
The applicant is requesting to resubdivide 12.880-acres from eight lots into two large lots, to facilitate multifamily residential development.

BACKGROUND AND ANALYSIS:
The Planning and Zoning Commission approved the River's Run Master Development Plan, Case No. MP-04-01 in 2004. The master plan identified the resubdivision area for light industrial uses and it was subsequently subdivided into eight non-residential lots with drainage/utility easements servicing each lot. Mr. Haaga, property owner, is now requesting to deviate from the approved master plan to resubdivide the eight lots into two large lots to facilitate the development of multifamily residential housing within the City's lower Eastside Neighborhood.

The resubdivision site sits directly south of the existing R-2 zoned, single-family residential lots. Mr. Haaga indicates in his subdivision request, that he intends to develop an apartment complex adjacent to Joplin Ave., which would better compliment the adjacent single-family uses to the north. In order to accomplish the proposed development, the applicant is also requesting to vacate a portion of Fir Street, drainage/utility easements; rezone

Lots 1-8, Block 1, and Lots 1-4, Block 2; rearrange Lots 1-4, Block 2; and rearrange Lots 1-2, Block 3. Planning staff concurs with Mr. Haaga and supports the rezoning, vacation, rearrangement and resubdivision as a means to introduce more compatible development within the southern portion of the River's Run community.

APPLICABLE REGULATIONS:
Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

ANALYSIS:
The proposed Subdivision conforms with the applicable Municipal Codes.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	Not Applicable
Request for Deferred Filings	Not Applicable
Plat Deficiencies:	
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	**Conditions required by stormwater (Stormwater Utility Memo, March 1, 2022):** 1. Provide a signed and stamped preliminary drainage report in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado prior to submittal for City Council review and approval. a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility. b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins. c. Include all items in the checklist in the report and on the drainage plan. 2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statement, and agreements, then the plat will have to be resubmitted for Planning and Zoning Commission review and recommendation. 3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per the City's Criteria Manual and MS4s permit. Since this is a re-subdivision and it disturbs over an acre, water quality will have to be brought up to current standards. 4. The stormwater facility maintenance agreement is currently under review and needs to be finalized prior to City Council review. **Wastewater Conditions (email from Sonia Mondragon, February 22, 2022):**

	1. Provide field verified elevation at the connection manholes on the Utility Plan (Subdivision Submittal Checklist Part 1, #23). **General Condition:** 1. The vacation and subdivision plat must be recorded concurrently.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

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  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	R-2, Single-Family Residential: construction of single-family homes along Rivers Run Avenue.
East	I-3, Heavy Industrial: historic business records indicate the site has been home to Auto Body, Auto Detail, and Contractor uses.
South	South of S. Joplin Ave., S-3, Flood Plain District: unimproved land. South of S. Portland Ave., Pueblo County I-3, Heavy Industrial: Tony J. Beltramo and Sons Construction Yard.
West	I-3, Heavy Industrial: primarily unimproved with the exception of two single-family residences. S-3, Flood Plain District: unimproved land.

- **Comprehensive Plan Compliance:**
  The subject property lies within a Special Development Area identified in the Pueblo Regional Comprehensive Plan, 2002. These areas call for the careful planning of undeveloped lands due to significant development and/or open space potential in strategic locations. The Comprehensive Plan further contends that a Master Plan must be prepared prior to development in Special Development Areas. The River's Run Master Development Plan was approved by the Planning and Zoning Commission in 2004. The master plan includes provisions for a mixture of residential, commercial and light industrial uses.

  The current property owner is requesting to deviate from the approved master plan by rezoning the B-P and B-2 zone districts to R-5, rearranging, and resubdividing the commercial/industrial areas facilitating multifamily residential and office development. Staff supports the subdivision request as multifamily and office uses are more compatible with the established single-family residential uses located directly north of the rezoning site.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum Lot Size and Area:**
  R-5 lot size depends upon the use, the minimum required lot size is 3,000 square feet for a single-family use; 5,000 square feet for other permitted uses; and 1,000 square feet per dwelling unit for multifamily uses of six dwelling units or more.
    - The two proposed lots exceed the minimum area requirement for the R-5

REFERRAL AGENCIES AND COMMENTS:

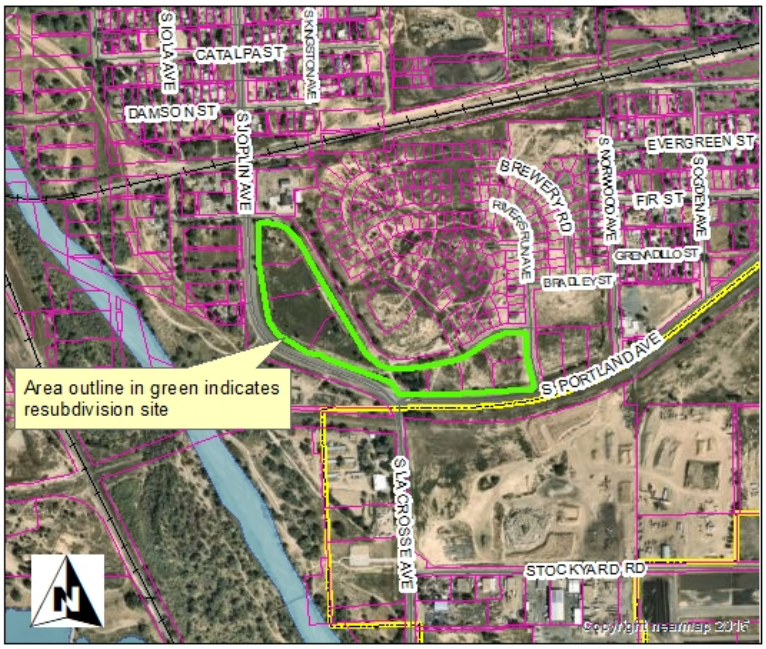
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-Please see the attached email from Steven Anselmo, February 23, 2022
- City Wastewater-Please see the attached email from Sonia Mondragon, February 22, 2022
- City Stormwater-Please see the attached memorandum from John Sakariason, Stormwater Coordinator, March 1, 2022
- City Parks and Recreation Department
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

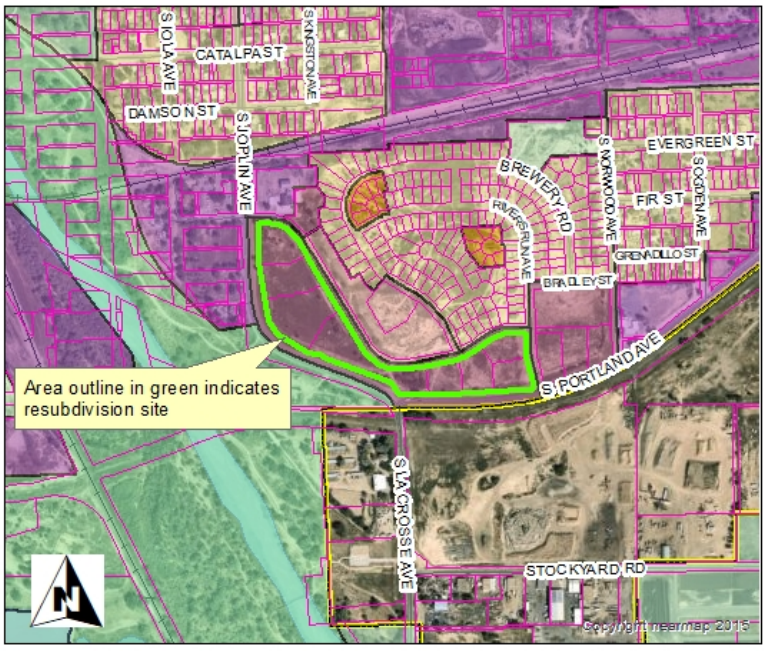
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo, March 2, 2022
F. Plat
G. Subdivision Application
H. Stormwater Utility Memo
I. Wastewater, email from Sonia Mondragon, February 22, 2022
J. Pueblo Board of Water Works, email from Steven Anselmo, February 23, 2022
K. River's Run Master Development Plan

I.

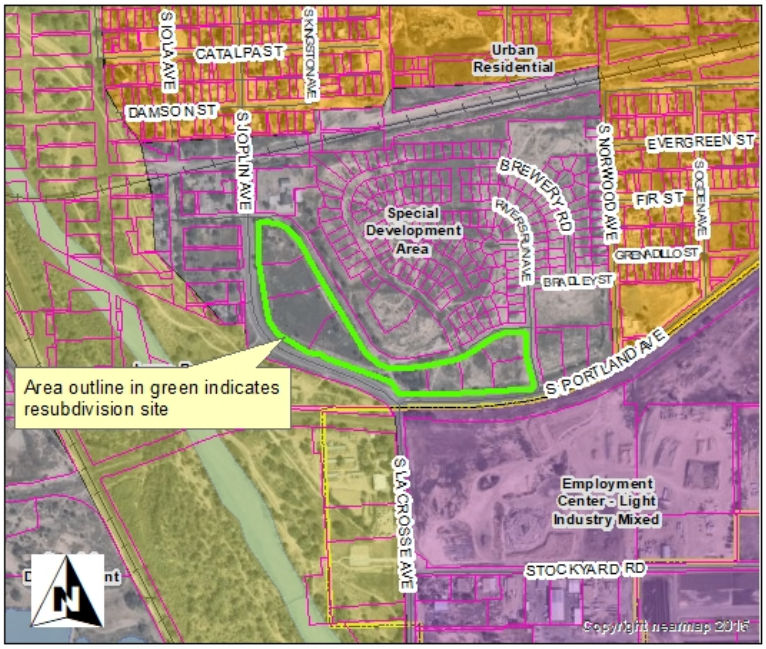
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Looking west from Walters Way



Looking north from S. Portland Ave.

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation

city of PUEBLO colorado
Subdivision Review Committee

Scott Hobson
Acting Director Planning & Community Development
Executive Secretary of Planning & Zoning Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: March 2, 2022

Subject: V-22-01 River's Run Subdivision Right-of-Way and Easement Vacation and S-22-01 River's Run Subdivision, 1st Amendment

---

V-22-01 River's Run Subdivision Right-of-Way and Easement Vacation:

The subdivision review committee recommends that the conditions listed below are addressed and approved by the Stormwater Department, prior to the vacation request being scheduled for City Council review.

Conditions required by stormwater (Stormwater Utility Memo, March 1, 2022):

1. Provide a signed and stamped preliminary drainage report in accordance with the Storm Drainage Design Criteria and Drainage Policies for the City of Pueblo, Colorado prior to submittal for City Council review and approval.
    a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility.
    b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins.
    c. Include all items in the checklist in the report and on the drainage plan.
2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statement, and agreements, then the plat will have to be resubmitted for Planning and Zoning Commission review and recommendation.
3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per the City's Criteria Manual and MS4s permit. Since this is a re-subdivision and it disturbs over an acre, water quality will have to be brough up to current standards.
4. The stormwater facility maintenance agreement is currently under review and needs to be finalized prior to City Council review.
5. The vacation and subdivision plat must be recorded concurrently.

S-22-01 River's Run Subdivision 1st Amendment:

The subdivision review committee recommends that the Planning and Zoning Commission recommend approval with the following conditions:

1. All conditions identified in John Sakariason's Stormwater Utility Memo must be addressed and approved prior to the subdivision being scheduled for City Council review.
2. Provide field verified elevation at the connection manholes on the Utility Plan, email from Sonia Mondragon, February 22, 2022 (Subdivision Submittal Checklist Part 1, #23).

city of PUEBLO colorado

Planning & Community Development

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info

Property Owner		**Applicant**	
Name: Aaron Haaga		Name: (Same)	
Company: Ambrose Real Estate, LLC		Company:	
Address: 6375 S. Highland Drive Salt Lake City, UT	Zip: 84121	Address:	Zip:
Phone: (801) 278-1111 801) 598-6492		Phone: ( )	
Email: kelly@stonebrook.com		Email:	
Engineer		**Surveyor**	
Name: Darlene Horn		Name: Edward Fisher	
Company: DK Horn Engineering & Design, Inc.		Company: Edward-James Surveying, Inc.	
Address: 2441 S. Prairie Pueblo, CO	Zip: 81005	Address: 4732 Eagleridge Circle Pueblo, CO	Zip: 81008
Phone: (719) 696-8274		Phone: (719) 545-6240	
Email: darlene@dkheng.com		Email: edwardf@ejsurveying.com	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Lots 1 through 8, Block 1, River's Run Subdivision Located at the intersection of Portland Avenue and Joplin Avenue

Parcel No(s): 432319001, 432319002, 432319003, 432319004, 431452001, 431452002, 431452003, & 431452004

Existing Zone: BP | Proposed Zone (if applicable):

PUD Name (if applicable): n/a

Project Scope

Project Name: River's Run Subdivision 1st Amendment

- ☐ Rearrangement of Property Boundaries:
  - # of existing lots: _____ Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☒ Street Name Change: Existing Name: A portion of Fir Street Proposed Name: Walters Way
- ☒ Subdivision: # of lots: Replat 8 lots into 3 lots Total acres: 12.880
- ☐ Text Amendment
- ☒ Vacation: ☒ Street ○ Alley ☒ Easement ○ Other: _____
- ☐ Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request: SEE ATTACHED DESCRIPTION

What is the total acreage included in the project? 12.880

What is the proposed use of the property?

☒ Commercial ☒ Multi-family ☐ Residential ☐ Industrial ☐ Other

Are there any other pending or recently approved Land Use applications regarding this property? ☐ Yes ☒ No

If yes, please list:

Attachments

Attachment Checklist

The following list of attachments are required to accompany all applications:

- ☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
- ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us)
- ☒ C. Additional information as required by the **P&Z Submittal Requirements Sheet.**

Terms

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.
5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.

Signatures

Property Owner

Print Name:	Ambrose Real Estate, LLC	
Signature:		Date: 1/7/22

Applicant, if different from Property Owner

Print Name:		
Signature:		Date:

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT AMBROSE REAL ESTATE, LLC., A UTAH LIMITED LIABILITY COMPANY, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

A TRACT OF LAND BEING LOTS 1 THOUGH 8, BLOCK 1, INCLUSIVE AND A PORTION OF FIR STREET AS PLATTED IN RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, BEING A PORTION OF THE SOUTHEAST QUARTER OF SECTION 31 AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS: THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND A NO.7 REBAR KNOWN AS PUEBLO COUNTY GPS MONUMENT NO. 7, WHICH IS ASSUMED TO BEAR S04°32'49"E.

COMMENCING AT THE POINT OF BEGINNING AS SHOWN ON THE PLAT OF RIVER'S RUN SUBDIVISION, AS RECORDED UNDER RECEPTION NUMBER 1651798, RECORDS OF PUEBLO COUNTY, COLORADO, SAID POINT BEING AND ANGLE POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION, SAID POINT BEING THE POINT OF BEGINNING; THENCE ON THE BOUNDARY OF SAID RIVER'S RUN SUBDIVISION THE FOLLOWING ELEVEN (11) COURSES:

1. N34°23'10"W, A DISTANCE OF 93.15 FEET;
2. N69°44'22"W, A DISTANCE OF 370.01 FEET;
3. N66°30'50"W, A DISTANCE OF 89.17 FEET;
4. N75°20'09"W, A DISTANCE OF 53.30 FEET;
5. N61°45'08"W, A DISTANCE OF 232.68 FEET;
6. N34°42'14"W, A DISTANCE OF 94.24 FEET;
7. N09°37'55"W, A DISTANCE OF 257.91 FEET;
8. N09°52'53"W, A DISTANCE OF 80.62 FEET;
9. N02°45'22"W, A DISTANCE OF 266.08 FEET;
10. N87°14'15"E, A DISTANCE OF 53.34 FEET TO A POINT OF CURVE;
11. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 17°20'29", A RADIUS OF 220.00 FEET; A DISTANCE OF 66.59 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION, THENCE ON SAID RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. CONTINUING ON SAID CURVE TO THE RIGHT, HAVING A DELTA OF 44°25'36", A RADIUS OF 220.00 FEET, A DISTANCE OF 170.59 FEET TO A POINT OF TANGENT;
2. S30°59'40"E, A DISTANCE OF 51.38 FEET TO A POINT ON CURVE;

THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS N22°08'40"W, HAVING A DELTA OF 98°51'00", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY OF FIR STREET AS PLATTED IN SAID RIVER'S RUN SUBDIVISION; THENCE S30°59'40"E, ON SAID EASTERLY RIGHT-OF-WAY LINE, A DISTANCE OF 695.49 FEET TO A POINT ON CURVE; THENCE ON THE ARC OF A CURVE TO THE LEFT, WHOSE CENTER BEARS S59°00'20"W, HAVING A DELTA OF 98°50'59", A RADIUS OF 52.00 FEET, A DISTANCE OF 89.71 FEET TO A POINT ON CURVE, SAID POINT BEING ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID FIR STREET; THENCE ON SAID RIGHT-OF WAY THE FOLLOWING SEVEN (7) COURSES:

1. S30°59'40"E, A DISTANCE OF 109.96 FEET TO A POINT OF CURVE;
2. ON THE ARC OF CURVE TO THE LEFT, HAVING A DELTA OF 70°02'57", A RADIUS OF 280.00 FEET, A DISTANCE OF 342.32 FEET TO A POINT OF TANGENT;
3. THENCE N78°57'23"E, A DISTANCE OF 258.54 FEET, TO A POINT OF CURVE;
4. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 22°32'30", A RADIUS OF 280.00 FEET, A DISTANCE OF 110.16 FEET, TO A POINT OF TANGENT;
5. N56°24'53"E, A DISTANCE OF 156.37 FEET TO A POINT OF CURVE;
6. ON THE ARC OF A CURVE TO THE RIGHT, HAVING A DELTA OF 30°50'56", A RADIUS OF 220.00 FEET, A DISTANCE OF 118.45 FEET TO A POINT OF TANGENT;
7. N87°15'49"E, A DISTANCE OF 101.97 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY LINE OF RIVERS RUN AVENUE, AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE WESTERLY RIGHT-OF-WAY LINE OF SAID RIVERS RUN AVENUE THE FOLLOWING THREE (3) COURSES:

1. S02°44'11"E, A DISTANCE OF 126.30 FEET TO A POINT OF CURVE;
2. ON THE ARC OF A CURVE TO THE LEFT, HAVING A DELTA OF 10°11'58", A RADIUS OF 280.00 FEET, A DISTANCE OF 49.84 FEET TO A POINT OF TANGENT;
3. S12°56'09"E, A DISTANCE OF 162.44 FEET TO A POINT ON CURVE SAID POINT BEING ON THE NORTHERLY LINE OF THE ADDITIONAL DEDICATED RIGHT-OF-WAY LINE OF PORTLAND AVENUE AS PLATTED IN SAID RIVER'S RUN SUBDIVISION;

THENCE ON THE NORTHERLY LINE OF SAID ADDITIONAL DEDICATED RIGHT-OF-WAY LINE THE FOLLOWING TWO (2) COURSES:

1. ON THE ARC OF A CURVE TO THE RIGHT, WHOSE CENTER BEARS N11°58'11"W, HAVING A DELTA OF 10°58'02", A RADIUS OF 1,778.98 FEET, A DISTANCE OF 340.52 FEET TO A POINT OF TANGENT;
2. S88°59'51"W, A DISTANCE OF 481.56 FEET TO POINT ON THE WESTERLY BOUNDARY LINE OF SAID RIVER'S RUN SUBDIVISION;

THENCE N37°19'00"W, ON SAID WESTERLY LINE, A DISTANCE OF 1.92 FEET TO THE POINT OF BEGINNING.

CONTAINING A CALCULATED AREA OF 561,067 SQUARE FEET OR 12.880 ACRES.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO STREETS AND LOTS AND BLOCKS, AND HAS SHOWN HEREON CERTAIN EASEMENTS FOR DRAINAGE AND PUBLIC UTILITIES AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "RIVER'S RUN SUBDIVISION 1ST AMENDMENT"

ALL OF THE STREETS, EASEMENTS FOR DRAINAGE, SIDEWALK AND PUBLIC UTILITY EASEMENTS, SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

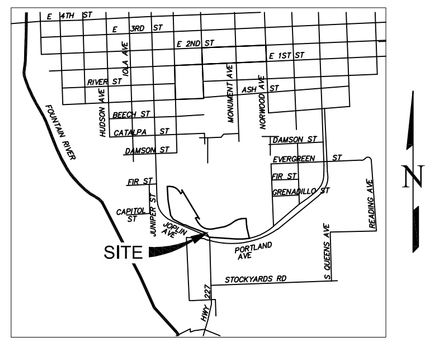
ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

ALL EASEMENTS FOR CITY UTILITIES, INCLUDING BUT NOT LIMITED TO SANITARY AND STORM WATER SERVICES AND WHETHER DESIGNATED AS A DRAINAGE EASEMENT, PUBLIC UTILITY EASEMENT OR OTHERWISE HEREON, THE CITY OF PUEBLO SHALL HAVE THE RIGHT, WITHOUT THE NECESSITY AT ANY TIME OF PROCURING THE CONSENT OR PERMISSION OF ANYONE, TO REMOVE ANY BUILDING, FENCE, TREE, STREET OR OTHER IMPROVEMENT OR GROWTH LOCATED UPON SUCH EASEMENT THAT MAY IN ANY WAY ENDANGER OR INTERFERE WITH THE CONSTRUCTION, RECONSTRUCTION, MAINTENANCE, INSPECTION OR REMOVAL OF ALL OR ANY PARTS OF SAID CITY UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

DRAINAGE FACILITIES LOCATED WITHIN DRAINAGE EASEMENTS SHOWN HEREON SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE OWNERS OF ALL LOTS WITHIN THE SUBDIVISION, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON, AND THE STORM WATER FACILITIES MAINTENANCE AGREEMENT DATED_____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT.

THE UNDERSIGNED OWNER HEREBY CONSENTS TO THE ACCESS RESTRICTIONS HEREON.

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.



DECLARATION OF COVENANTS:

ALL OF THE PROPERTY SHOWN ON THIS PLAT SHALL BE SUBJECT TO THE TERMS AND CONDITIONS DEFINED AND DESCRIBED IN THE DECLARATION OF COVENANTS DATED _____, AND RECORDED IN THE OFFICE OF THE CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

BASIS OF BEARINGS:

THE COURSE BETWEEN THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST ALSO KNOWN A PUEBLO COUNTY GPS MONUMENT NO. 1405, BEING A LEAD PLUG AND TACK IN A STONE, IN A CAST IRON MONUMENT BOX, AND PUEBLO COUNTY GPS MONUMENT NO. 7, BEING A NO. 7 REBAR, WHICH BEARS S04°32'49"E.

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSON OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING:

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____.

THIS IS TO CERTIFY THAT THE PLAT OF "RIVER'S RUN SUBDIVISION 1ST AMENDMENT, " HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

_____ _____
CITY CLERK DATE

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
DIRECTOR OF PUBLIC WORKS DATE

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

_____
EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

DEDICATION CONTINUED

IN WITNESS WHEREOF: THE AFOREMENTIONED "_____, HAS EXECUTED THIS

INSTRUMENT THIS _____ DAY OF _____, 202__, A.D.

AMBROSE REAL ESTATE, LLC., A UTAH LIMITED LIABILITY COMPANY

_____
(AARON S. HAAGA, MANAGER)

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 202__, A.D.

_____.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____ _____
NOTARY PUBLIC

NOTICE:

*ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.*

REVISIONS NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

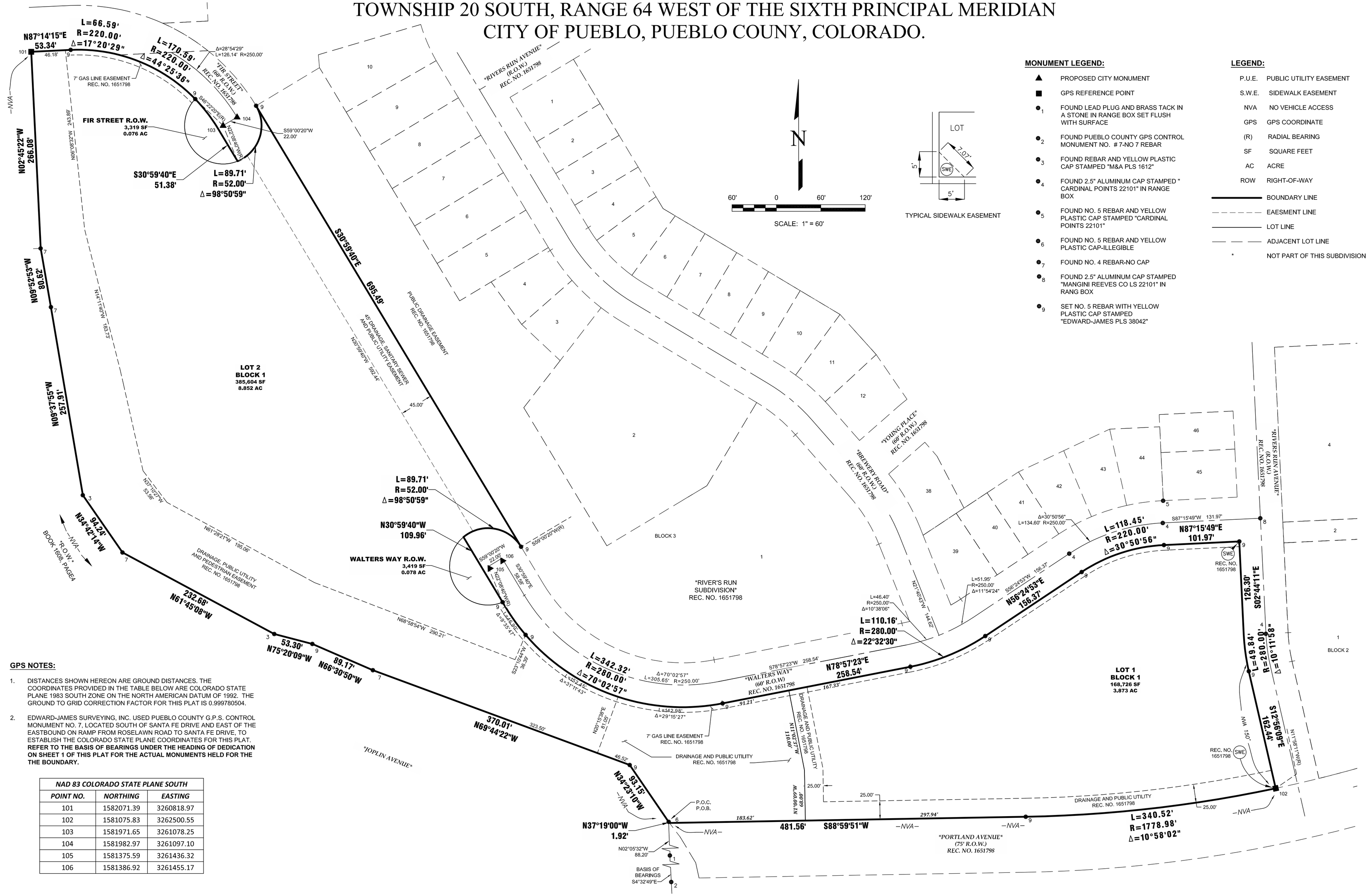
RIVER'S RUN SUBDIVISION 1ST AMENDMENT

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	N/A
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	2-9-2022
SHEET NO	1 OF 2

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

BLOCK 1 AND A PORTION OF FIR STREET, RIVER'S RUN SUBDIVISION, BEING A PORTION OF OF THE SOUTHEAST QUARTER OF SECTION 31, AND A PORTION OF THE SOUTHWEST QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.



MONUMENT LEGEND:

- ▲ PROPOSED CITY MONUMENT
- ■ GPS REFERENCE POINT
- ●1 FOUND LEAD PLUG AND BRASS TACK IN A STONE IN RANGE BOX SET FLUSH WITH SURFACE
- ●2 FOUND PUEBLO COUNTY GPS CONTROL MONUMENT NO. # 7-NO 7 REBAR
- ●3 FOUND REBAR AND YELLOW PLASTIC CAP STAMPED "M&A PLS 1612"
- ●4 FOUND 2.5" ALUMINUM CAP STAMPED " CARDINAL POINTS 22101" IN RANGE BOX
- ●5 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP STAMPED "CARDINAL POINTS 22101"
- ●6 FOUND NO. 5 REBAR AND YELLOW PLASTIC CAP-ILLEGIBLE
- ●7 FOUND NO. 4 REBAR-NO CAP
- ●8 FOUND 2.5" ALUMINUM CAP STAMPED "MANGINI REEVES CO LS 22101" IN RANG BOX
- ●9 SET NO. 5 REBAR WITH YELLOW PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"

LEGEND:

P.U.E.	PUBLIC UTILITY EASEMENT
S.W.E.	SIDEWALK EASEMENT
NVA	NO VEHICLE ACCESS
GPS	GPS COORDINATE
(R)	RADIAL BEARING
SF	SQUARE FEET
AC	ACRE
ROW	RIGHT-OF-WAY
———	BOUNDARY LINE
- - - - -	EAESMENT LINE
———	LOT LINE
—— — ——	ADJACENT LOT LINE
*	NOT PART OF THIS SUBDIVISION

GPS NOTES:

1. DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0.999780504.
2. EDWARD-JAMES SURVEYING, INC. USED PUEBLO COUNTY G.P.S. CONTROL MONUMENT NO. 7, LOCATED SOUTH OF SANTA FE DRIVE AND EAST OF THE EASTBOUND ON RAMP FROM ROSELAWN ROAD TO SANTA FE DRIVE, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. **REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.**

NAD 83 COLORADO STATE PLANE SOUTH		
POINT NO.	*NORTHING*	*EASTING*
101	1582071.39	3260818.97
102	1581075.83	3262500.55
103	1581971.65	3261078.25
104	1581982.97	3261097.10
105	1581375.59	3261436.32
106	1581386.92	3261455.17

NO.	REVISIONS DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.
926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206
4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

RIVER'S RUN SUBDIVISION 1ST AMENDMENT

A PORTION OF OF THE SE QUARTER OF SECTION 31, AND A PORTION OF THE SW QUARTER OF SECTION 32, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN CITY OF PUEBLO, PUEBLO COUNY, COLORADO.

DRAWN BY	JWT
CHECKED BY	ERF
H-SCALE	1" = 60'
JOB NO.	2300-00
DATE CREATED	12-1-2021
DATE ISSUED	2-9-2022
SHEET NO	2 OF 2

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: Beritt Odom, Principal Planner

FROM: John Sakariason, Stormwater Coordinator

DATE: March 1, 2022

SUBJECT: S-22-01 P & Z Conditions

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 = March 1 comments
(~~Crossed out items~~ indicate they have been addressed.)

1. Provide a signed and stamped preliminary drainage report in accordance with The Storm Drainage Design Criteria and Drainage Policies for City of Pueblo, Colorado prior to submittal to City Council.
    a. The report will need to include a discussion about any increases in impervious area and impacts to the detention facility.
    b. The drainage and drainage easements are changing significantly. A new grading plan is required showing the proposed design and drainage basins.
    c. Include all items in the checklist in the report and on the drainage plan.
2. If the new design changes are significant enough to change the easements, dedication statements, maintenance statements, and agreements, then the plat will have to be reviewed by planning and zoning another time.
3. Water quality must be addressed. All onsite developed stormwater flows are required to be treated prior to being released offsite per The City's Criteria Manual and MS4s permit. Since this is a re-subdivision and is disturbs over an acre water quality will have to be brought up to current standards.
4. The stormwater facility maintenance agreement is currently under review and needs to be finalized.

From: Sonia Mondragon
To: Beritt Odom
Subject: RE: 2nd Submittal Rivers Run S-22-01, V-22-02, Z-22-01
Date: Tuesday, February 22, 2022 6:57:12 AM
Attachments: image002.png

Beritt
Here are my comments for the second submittal:

S-22-01 -The only outstanding comment is on the utility plan. According to the Subdivision Submittal Checklist Par I, #23 they are supposed show the field verified elevation at the connection manholes. Their response letter stated that they would show them at a later time. Is that allowed? I am not sure what the intent of the that requirement was, but if it is in the checklist I imagine it is necessary. May I have your thoughts?

V-22-01 – no additional comments

Z-22-01 – the flow analysis between the existing zoning and the proposed zoning was not provided

Sonia Mondragon
719-553-2890 Office | 719-250-6598 Mobile

From: Beritt Odom <bodom@pueblo.us>
Sent: Wednesday, February 16, 2022 2:28 PM
To: Scot Burbidge <sburbidge@pueblowater.org>; Andrew Hayes <AHayes@pueblo.us>; Art Gonzales <Arthur.Gonzales@state.co.us>; Bob Jagger <rjagger@pueblo.us>; Bob Lawson <robert.lawson@pueblocityschools.us>; Chad Wolgram-City County Health Dept. <chad.wolgram@co.pueblo.co.us>; Charles Roy <CRoy@pueblo.us>; CityMaps <CityMaps@pueblo.us>; Dave Vaughn <dvaughn@prbd.com>; Dennis Darrow (ddarrow@chieftain.com) <ddarrow@chieftain.com>; Chavez, Derek <derek.chavez@blackhillscorp.com>; Ed Smith (esmith@district70.org) <esmith@district70.org>; Eric Sisco <eric.sisco@blackhillscorp.com>; Erik Duran <eduran@pueblo.us>; Fire Code <firecode@pueblo.us>; Jelena Karapetrovic <JKarapetrovic@pueblo.us>; Joe Martellaro <jmartellaro@pueblo.us>; Joy Morauski <jmorauski@pueblo.us>; Justin Gage <gagej@co.pueblo.co.us>; Karen Elgin <kelgin@pueblo.us>; Karissa Alire <KAlire@pueblo.us>; Kent Cooper <kcooper@pueblowater.org>; Kevin Johnson <Kevin.Johnson@XCELENERGY.COM>; larry.gurule@centurylink.com; Melanie Turner <mturner@pueblo.us>; Michelle Regalado <michelle.regalado@state.co.us>; Mike Colucci <mcolucci@prbd.com>; Mike Sexton <msexton@pueblo.us>; todd.g.newitt@xcelenergy.com; Pam Smith (pasmith@district70.org) <pasmith@district70.org>; Roger Anderson PRBD <randerson@prbd.com>; Scott Hobson <shobson@pueblo.us>; Sonia Mondragon <SMondragon@pueblo.us>; Steven Anselmo <sanselmo@pueblowater.org>; Steven Meier <smeier@pueblo.us>; Stormwater Alias

<stormwater@pueblo.us>; United States Postal Service Susan Grasmick <susan.m.grasmick@usps.gov>; Valerie vigil (valerie.vigil@state.co.us) <valerie.vigil@state.co.us>; Vicki Carlton-City County Health Dept. <vicki.carlton@co.pueblo.co.us>
Subject: FW: 2nd Submittal Rivers Run S-22-01, V-22-02, Z-22-01

Good afternoon P&Z Reviewers,

Below is a link to the second submittal subdivision plats, vacation plat, and rezoning exhibit for the Rivers Run project. They resubmitted last week but I was not able to access the documents until today, my apologies. This case is scheduled for the March 9th hearing. Because of this, please provide comments by **Wednesday, February 23rd**. If you need additional time, have difficulties accessing the documents, please let me know.

https://cityofpueblo-my.sharepoint.com/:f:/g/personal/odomb_pueblo_us/EqvFWV1mC0pCi9XUfqIOY8QB2d-Lw4RqCb11nr1MIA_HGg?e=Faldff

Electronic Folders:
S-22-01: S:\Shared\Land Use Administration\P&Z\Planning & Zoning Cases by Year\2022\Subdivision -2022\S-22-01 RIVERS RUN\Part I\2nd Submittal
V-22-02: S:\Shared\Land Use Administration\P&Z\Planning & Zoning Cases by Year\2022\Vacation -2022\V-22-01 RIVERS RUN\2nd Submittal
Z-22-01: S:\Shared\Land Use Administration\P&Z\Planning & Zoning Cases by Year\2022\Rezoning -2022\Z-22-01 RIVERS RUN\2nd Submittal

Please let me know if you have questions,
Beritt Odom
Principal Planner
City of Pueblo
Planning and Community Development Department
211 E. D Street
Pueblo, CO 81003
Main (719) 553-2259
Direct (719) 553-2339

From: Steven Anselmo
To: Beritt Odom
Subject: [External] RE: 2nd Submittal Rivers Run S-22-01, V-22-02, Z-22-01
Date: Wednesday, February 23, 2022 9:51:10 AM

External email. Please use caution.

Beritt,

Pueblo Water has no comment at this time, however, since a Utility Map was not provided, we reserve the right to comment, modify proposed part 2 submittal documents.

Thanks,

Steven R. Anselmo P.E.
Engineering Manager
Pueblo Water
319 W. 4th, Pueblo, CO, 81003
O: 719.584.0439 | C: 719.553.7602
sanselmo@pueblowater.org

From: Beritt Odom <bodom@pueblo.us>
Sent: Wednesday, February 16, 2022 1:51 PM
To: Scot Burbidge <sburbidge@pueblowater.org>; Andrew Hayes <AHayes@pueblo.us>; Art Gonzales <Arthur.Gonzales@state.co.us>; Bob Jagger <rjagger@pueblo.us>; Bob Lawson <robert.lawson@pueblocityschools.us>; Chad Wolgram-City County Health Dept. <chad.wolgram@co.pueblo.co.us>; Charles Roy <CRoy@pueblo.us>; CityMaps <CityMaps@pueblo.us>; Dave Vaughn <dvaughn@prbd.com>; Dennis Darrow (ddarrow@chieftain.com) <ddarrow@chieftain.com>; Chavez, Derek <derek.chavez@blackhillscorp.com>; Ed Smith (esmith@district70.org) <esmith@district70.org>; Eric Sisco <eric.sisco@blackhillscorp.com>; Erik Duran <eduran@pueblo.us>; Fire Code <firecode@pueblo.us>; Jelena Karapetrovic <JKarapetrovic@pueblo.us>; Joe Martellaro <jmartellaro@pueblo.us>; Joy Morauski <jmorauski@pueblo.us>; Justin Gage <gagej@co.pueblo.co.us>; Karen Elgin <kelgin@pueblo.us>; Karissa Alire <KAlire@pueblo.us>; Kelly Grisham <kgrisham@pueblo.us>; Kent Cooper <kcooper@pueblowater.org>; Kevin Johnson <Kevin.Johnson@XCELENERGY.COM>; larry.gurule@centurylink.com; Melanie Turner <mturner@pueblo.us>; Michelle Regalado <michelle.regalado@state.co.us>; Mike Colucci <mcolucci@prbd.com>; Mike Sexton <msexton@pueblo.us>; todd.g.newitt@xcelenergy.com; Pam Smith (pasmith@district70.org) <pasmith@district70.org>; Roger Anderson PRBD <randerson@prbd.com>; Scott Hobson <shobson@pueblo.us>; Sonia Mondragon <SMondragon@pueblo.us>; Steven Anselmo <sanselmo@pueblowater.org>; Steven Meier <smeier@pueblo.us>; Stormwater Alias <stormwater@pueblo.us>; United States Postal Service Susan Grasmick <susan.m.grasmick@usps.gov>; Valerie vigil (valerie.vigil@state.co.us) <valerie.vigil@state.co.us>; Vicki Carlton-City County Health Dept. <vicki.carlton@co.pueblo.co.us>
Subject: 2nd Submittal Rivers Run S-22-01, V-22-02, Z-22-01

CAUTION: This email originated from outside of Pueblo Water. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon P&Z Reviewers,

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Z-22-01: S:\Shared\Land Use Administration\P&Z\Planning & Zoning Cases by Year\2022\Rezoning -2022\Z-22-01 RIVERS RUN\2nd Submittal

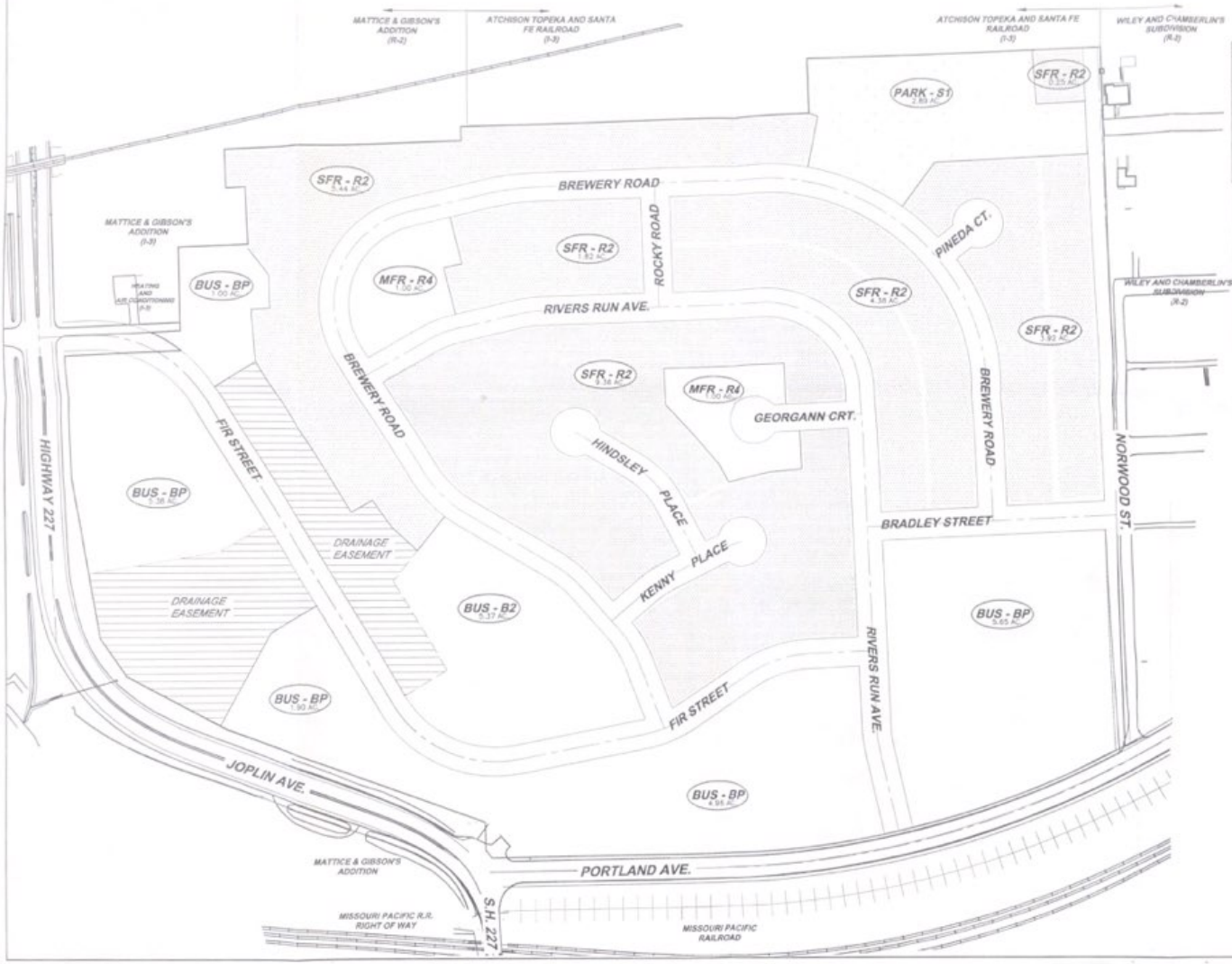
Please let me know if you have questions,

Beritt Odom
Principal Planner
City of Pueblo
Planning and Community Development Department
211 E. D Street
Pueblo, CO 81003
Main (719) 553-2259
Direct (719) 553-2339

This e-mail transmission (including any attachments) contains information that is confidential and may be legally privileged. It is intended for the use of the addressee only. If you received this e-mail in error, we request that you contact us immediately by telephone or return e-mail, and that you delete this message from your computer. If you are not the intended recipient, please be advised that any dissemination, distribution, or copying of this e-mail is strictly prohibited. [CoP]

RIVER'S RUN MASTER DEVELOPMENT PLAN

A portion of Mattice and Gibbson's Addition together with certain vacated streets and alleys, being part of the SE 1/4 of Section 31, and part of the SW 1/4 of Section 32, Township 20 South, Range West of the Sixth Principal Meridian, Pueblo County, State of Colorado.



Land Use Table

TYPE	ZONE DISTRICT	UNITS	ACRES	DENSITY (Units/Acre)
SFR - Single Family Residential	R-2	176	25.00	7.04
MFR - Multi-Family Residential	R-4	15	2.00	7.50
BUS - Business	B-2	2	3.43	0.58
BP - Business Park	BP	14	15.41	0.88
Road Right-of-Way (60-FT)	N/A	N/A	13.78	N/A
* Park	N/A	1	2.89	N/A
* Detention Easement	N/A		4.42	N/A

* Park to be dedicated to City of Pueblo. Drainage easement acreage approximate.

Non Residential

TYPE	ZONE DISTRICT	AREA (ACRES)	PHASE 1 (ACRES)	PHASE 2 (ACRES)	PHASE 3 (ACRES)
BUS - Business	B-2	3.43	0	2.14	1.29
BP - Business Park	BP	15.41	15.41	0	0
* Park	N/A	2.89	0	2.89	0
*Detention Easement	N/A	4.42	2.48	0	1.94

General Notes:

1. Open space consists of park to be dedicate to City of Pueblo.
2. Park acreage is 10.7% of the total residential land use.
3. Drainage easement acreage is approximate until drainage plan is finalized.
4. Drainage easement maintenance shall be the responsibility of the property owner.
5. Drainage easement acreage is 16.9% of the total non residential acreage.

Scale 1" = 100'

100 50 0 100 200 300

SCALE IN FEET



VICINITY MAP

SCALE: 1"=2000'

Mangini Reeves, Inc.
Professional Engineers and Professional Land Surveyors
4716 N. Elizabeth St. Suite A ~ Pueblo, CO (719-544-0663)

February 22, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Ambrose Real Estate, LLC** for the approval of the following application(s) generally located north and east of S. Joplin Ave. and north of S. Portland Ave.

Z-22-01 River's Run Rezoning: Rezoning of 23.61 acres from B-P, Business Park to R-5, Mixed Residential and Office District

V-22-01 Rivers' Run Subdivision Right-of-Way and Easement Vacation: Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2.

S-22-01 River's Run Subdivision 1st Amendment: Re-subdivision of 12.88 (13 lots) into three multi-family residential lots.

The Planning and Zoning Commission meeting will be held on March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Rivers Run to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

2-18-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
PHILLIPS MITCHELL DEAN + ADDINGTON R	1000 HICKORY ST	PUEBLO	CO	81001-5514
ARAGON PAUL L	1000 S NORWOOD AVE	PUEBLO	CO	81001-5516
JIMENEZ RICARDO ALFONSO + JIMENEZ VI	1009 FIR ST	PUEBLO	CO	81001-4506
BARELA CARLA M + CORDOVA DANIEL A +	1015 FIR ST	PUEBLO	CO	81001-4506
ERA HOLDINGS II LLC	1152 41ST LN	PUEBLO	CO	81006-9315
HAMMOND DALE H	1201 S LA CROSSE AVE	PUEBLO	CO	81001-4543
HARP LLC	14183 E LAYTON DR	AURORA	CO	80015-1244
LOPEZ CRYSTAL	1502 GRENADILLO ST	PUEBLO	CO	81001-4516
FINN WILLIAM G + TAPIA BERDINE	1504 GRENADILLO ST	PUEBLO	CO	81001-4516
GONZALES GREGORIO + GONZALES PHYLL	1509 GRENADILLO ST	PUEBLO	CO	81001-4515
CHAVEZ MARQUEZ JAIME	1511 GRENADILLO ST	PUEBLO	CO	81001-4515
TONY J BELTRAMO + SONS INC + BELTRAM	1541 STOCKYARD RD	PUEBLO	CO	81001-0468
DEPT OF HIGHWAYS STATE OF COLORADO	4201 E ARKANSAS AVE	DENVER	CO	80222-3406
PRICE ADAM STEVEN	4760 S HIGHLAND DR PMB	SALT LAKE CITY	UT	84117-5149
LEGENDS SUBDIVISION LLC + AMBROSE RE	6375 S HIGHLAND DR	SALT LAKE CITY	UT	84121-6561
OUR FUTURE LEASING CO LLC + C/O ECO SI	750 PARK OF COMMERCE D	BOCA BATON	FL	33487-3650
ESQUIVEL JAVIER A	810 S NORWOOD AVE	PUEBLO	CO	81001-4400
GIBSON DANIEL LEWIS	813 S NORWOOD AVE	PUEBLO WEST	CO	81001-4462
BUNN ALPHONSO	817 S NORWOOD AVE	PUEBLO	CO	81001-4462
MARIN ARTEMIO ANDRADE	821 S NORWOOD AVE	PUEBLO	CO	81001-4462
COMINS CHRISTINE J + LINDREN LORA LEE	833 30 1/2 LN	PUEBLO	CO	81006-9540
GARCIA LAURA + GARCIA LORI A	935 ELM ST	PUEBLO	CO	81004-2531
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
FEARN GARY R	PO BOX 20368	COLORADO CITY	CO	81019-2368
GONZALES GREGORIO/GONZALES ERNEST	PO BOX 8806	PUEBLO	CO	81008-8806
A T + S F RR CO	PO BOX 961089	FORT WORTH	TX	76161-0089

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 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 AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING TO DEVELOP A PUEBLO MONTHLY ECONOMIC DASHBOARD

SUMMARY:

The attached Ordinance approves and authorizes the Mayor to sign a consulting agreement with Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting to develop a Pueblo monthly economic dashboard and to provide monthly dashboard reports for one (1) year.

PREVIOUS COUNCIL ACTION:

Not applicable to this ordinance.

BACKGROUND:

In order to know the ongoing economic landscape of Pueblo, it is necessary to continually monitor key economic metrics. This includes gross metropolitan product or GMP (akin to GDP, but for a city), unemployment rates, local number and type of job postings (labor demand) and number of unemployed (labor supply), "super sectors" in terms of employment and contribution to GMP, past and projected population growth by age cohorts, number of new jobs, average local wages and living wages, single and multi-family home prices, building permits, housing affordability indices, commercial lease and vacancy rates and educational attainment levels. For benchmarking purposes, many of these metrics are juxtaposed to "comparable" American cities and to U.S. averages. All data is presented in graph format and is trended over time so Pueblo leadership, businesses and residents can see if the region is making progress and to what extent the growth initiatives are working. This is not only interesting to know, but also essential in terms of fine-tuning economic development programs.

FINANCIAL IMPLICATIONS:

This Ordinance authorizes payment to Dr. Bailey as follows:

Description	Amount
Develop Pueblo Monthly Dashboard	$ 90,000.00
12 Monthly Dashboard Reports	55,000.00
Total	$ 145,000.00

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this ordinance.

STAKEHOLDER PROCESS:

Not applicable to this ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, Dr. Bailey will not be retained.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
Proposed Agreement for Professional Services

ORDINANCE NO. 10194

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING TO DEVELOP A PUEBLO MONTHLY ECONOMIC DASHBOARD

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

SECTION 1.

The Agreement for Professional Services ("Agreement") between the City of Pueblo, a Colorado municipal corporation and Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting dated June 13, 2022, *nunc pro tunc* April 1, 2022, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver 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 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 May 23, 2022.

Final adoption of Ordinance by City Council on June 13, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on June 15, 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 PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered this 13th day of June, 2022, *nunc pro tunc* April 1, 2022, by and between the City of Pueblo, a Colorado municipal corporation (hereinafter referred to as "Client") and Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting (hereinafter referred to as "Consultant"). Client and Consultant are sometimes each referred to as a "Party" and collectively "Parties." In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

(a) Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Basic Services"). Such services shall include all usual and customary professional consulting services in connection with its work on the Project.

(b) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

SECTION 2. CONSULTANT'S RESPONSIBILITIES.

(a) Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors and including reports and other services, notwithstanding Client's initial acceptance of same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; and Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement.

(d) Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the Parties agree to time extensions for delays beyond the control of Consultant,

Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of labor and equipment required for the work, the availability of information which must be obtained from any third Parties and all conditions to access to public and private facilities.

(e) Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out-of- scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out-of-scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated, but in the event the Parties fail to negotiate or are unable to agree as to compensation, then Consultant shall not be compensated for the additional work.

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. $145,000.00, computed as set forth in Schedule 2.

(b) Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and for reimbursable expenses incurred. Applications for payment shall contain appropriate documentation that such services have been performed. Client shall pay Consultant for the amount of the application within 45 days of the date such application is received.

(c) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(e) of this Agreement.

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year, the Parties agree payments under this Agreement are subject to annual appropriations. Consultant acknowledges that funds only in the amount of initial appropriation of $145,000.00 are available and it shall confirm availability of funds before

proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES.

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, data and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of $5,000.00 or 5% of the maximum contract price.

(c) Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 7 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 30 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERM AND TERMINATION

(a) Term. The term of this Agreement begins on April 1, 2022 and ends on March 31, 2023, unless sooner terminated in accordance with this Agreement. Client reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both Parties.

(b) 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.

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

(d) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

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

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. USE OF DOCUMENTS.

Data, plans, reports and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, subject to applicable federal grant requirements and Client shall be vested with all rights therein of whatever kind or nature and however created, whether by common law, statute or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, plans, reports and all other data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client’s sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

SECTION 7. INDEMNITY.

Consultant agrees to hold harmless, defend and indemnify Client from and against any liability to third Parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors and subconsultants.

SECTION 8. SUBCONTRACTS.

(a) Client acknowledges that Consultant is the prime contractor and the only Party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract Agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-Party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors or subconsultants of Consultant.

SECTION 9. REQUIRED FEDERAL PROVISIONS.

(a) Consultant shall comply with all applicable Federal, State, and local laws applicable to its activities.

(b) All records with respect to any matters covered by this Agreement shall be available for inspection by Client, at any time during normal business hours and as often as Client deems necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

SECTION 10. MISCELLANEOUS.

(a) Notices. Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by the United States Postal Service, by registered or certified mail, postage prepaid, or reputable national overnight courier service:

(a) If to Client, addressed to:

Mayor
City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, Colorado 81003

with a copy to: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, Colorado 81003

(b) If to Consultant, addressed to:

Tatiana Bailey, Ph.D.
16033 Misty Rain Court
Monument, CO 80132

or to such other address or person as any Party may from time to time specify in a writing delivered to the other Party in the manner provided in this paragraph. Any notice shall be deemed delivered on the day on which personal delivery is made or three (3) days after deposit in the mail in the case of registered or certified mail, and one (1) business day after deposit in the case of overnight courier.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the Parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, gender identity, sexual orientation or age. Consultant shall endeavor to insure that its employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, gender identification, sexual orientation or age.

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

(h) Litigation, Venue and Waiver of Trial by Jury. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and

reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

(i) PERA Liability. Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the questionnaire attached as Exhibit A and submit the completed form to Client as part of the signed Agreement.

(j) Counterparts. This Agreement may be executed in two (2) or more counterparts and each such counterpart shall be deemed for all purposes to be an original and all such counterparts shall together constitute but one and the same original.

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

Client:

CITY OF PUEBLO, COLORADO
A COLORADO MUNICIPAL CORPORATION

By_____
Mayor

Attest:_____
City Clerk

[S E A L]

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

_____
Director of Finance

APPROVED AS TO FORM:

_____
City Attorney

Consultant

TATIANA BAILEY. Ph.D., an individual
d/b/a PEAK ANALYTICS CONSULTING

_____
(Signature)

Tatiana Bailey, Ph.D.

Schedule 1

Scope of Services

A. Performance Monitoring:

The City will monitor the performance of the Consultant according to the Principal Tasks set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Consultant within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

B. Principal Tasks

Phase 1 – Develop a Pueblo Monthly Economic Dashboard

In order to know the ongoing economic landscape of Pueblo, it is necessary to continually monitor key economic metrics. This includes gross metropolitan product or GMP (akin to GDP - but for a city), unemployment rates, local number and type of job postings (labor demand) and number of unemployed (labor supply), “super sectors” in terms of employment and contribution to GMP, past and projected population growth by age cohorts, number of new jobs, average local wages and living wages, single and multi-family home prices, building permits, housing affordability indices, commercial lease and vacancy rates and educational attainment levels. For benchmarking purposes, many of these metrics are juxtaposed to “comparable” American cities and to U.S. averages. All data is presented in graph format and is trended over time so the leadership of City government, businesses and residents can see if the region is making progress and to what extent the growth initiatives are working. This is essential in terms of fine-tuning economic development programs.

To assess the exact metrics that would be included in the Pueblo economic dashboard, Dr. Tatiana Bailey would meet with various community leaders. Each community has its specific needs and goals. Feedback from leaders will ensure that the dashboard is tailored to the region.

Schedule 2

Payments To Consultant

Phase 1 Tasks	Cost
Meet with city leaders and develop Pueblo Monthly Economic Dashboard	$90,000
Update economic dashboard monthly, fine-tune it as necessary, and answer questions as they arise	$55,000 each year

Schedule 3

Project Timeline & Deliverables

Phase 1 Tasks	Timeline
Meet with city leaders and develop Pueblo Monthly Economic Dashboard	2021 - 2022
Update economic dashboard monthly, fine-tune it as necessary, and answer questions as they arise	April 1, 2022 to March 31, 2023

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

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

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No___.
(Must sign below whether you answer "yes" or "no".)

(b) If you answered "yes" to (a) above, please answer the following question: Are you 1) an individual, 2) sole proprietor or partnership, or 3) a business or company owned or operated by a PERA Retiree or an affiliated Party? Yes ____, No____.
If you answered "yes" please state which of the above listed entities (1, 2, or 3) best describes your business:_____.

(c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

_____	_____
Name	Name
_____	_____
Address	Address
_____	_____
Social Security Number	Social Security Number

(If more than two, please attach a supplemental list)

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

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

Signed _____, 20_____.

_____

By:_____

Name:_____

Title:_____

_____

For purposes of responding to question (b) above, an "affiliated Party" includes (1) any person who is the named beneficiary or cobeneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an Agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar

SUBJECT: AN ORDINANCE AMENDING SECTION 1 (a) OF CHAPTER 6 OF TITLE 6 OF THE PUEBLO MUNICIPAL CODE TO RECOGNIZE JUNETEENTH AS A CITY HOLIDAY

SUMMARY:

Attached is an Ordinance which makes Juneteenth a City holiday.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

On January 1, 1863, President Abraham Lincoln signed the Emancipation Proclamation which declared the end of slavery in those states which had seceded from the Union. Approximately two and a half years later, on June 19, 1965 (two months after the end of the Civil War) news of the proclamation reached the port city Galveston, Texas. Before that date, local slave owners ignored the emancipation order and prevented dissemination of the news.

Juneteenth is a colloquial word combining June and nineteenth. Officially known as Emancipation Day and also called Juneteenth Independence Day and Freedom Day, Juneteenth is the oldest known celebration commemorating the end of slavery in the United States.

On June 17,2021, President Biden signed legislation which made Juneteenth a federal holiday. It is also a state holiday in Colorado and several other states.

FINANCIAL IMPLICATIONS:

With the exception of police and fire personnel and other essential workers, all City employees will receive 8 hours of paid time off in observance of the Juneteenth Holiday which falls on Sunday June 19, 2022, but shall be observed the following day on Monday, June 20, 2022, in accordance with City practice regarding holidays falling on weekend end days. With respect to City employees who are protected by collective bargaining agreements, provided the Mayor receives appropriate waivers from each collective bargaining unit:

- Members of the International Brotherhood of Police Officers Local 537 will receive an additional 8 hours of vacation pay in lieu of the Juneteenth holiday.

- Members of the International Association of Fire Fighters Local No. 3 will receive additional hours of personal holiday leave in lieu of the Juneteenth holiday based on group assignment.

  Group B Firefighters – 12 additional hours of personal holiday leave
  Group C Firefighters – 9 additional hours of personal holiday leave

- Members of the Pueblo Area Government Employees who are “essential staff” (e.g. Dispatch and Code Enforcement) will receive an additional 8 hours of vacation pay in lieu of the Juneteenth holiday.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council has the option of not recognizing Juneteenth as a City holiday.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO. 10195

AN ORDINANCE AMENDING SECTION 1 (a) OF CHAPTER 6 OF TITLE 6 OF THE PUEBLO MUNICIPAL CODE TO RECOGNIZE JUNETEENTH AS A CITY HOLIDAY

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 1 (a) of Chapter 6 of Title 6 of the Pueblo Municipal Code is hereby amended and restated, to read as follows:

Sec. 6-6-1. – Holidays.

(a) Designation. The following days are hereby declared holidays for all City officers and employees, with the exception of police and fire-fighting personnel:

(1) The first day of January (New Year's Day).

(2) The third Monday in January (Martin Luther King**, Jr.** Day).

(3) The third Monday in February (Presidents' Day).

(4) The last Monday in May (Memorial Day).

(5) The nineteenth day of June (Juneteenth Day).

(6) **[**(5)**]** The fourth day of July (Independence Day).

(7) **[**(6)**]** The first Monday of September (Labor Day).

(8) **[**(7)**]** The second Monday in October (Columbus Day).

(9) **[**(8)**]** The fourth Thursday of November (Thanksgiving Day).

(10) **[**(9)**]** The day after Thanksgiving.

(11) **[**(10)**]** The twenty-fifth day of December (Christmas Day).

(12) [(11)] Personal day (to be used anytime with departmental approval).

(13) [(12)] Personal day (to be used anytime with departmental approval).

When any holiday listed above falls on Saturday, the preceding Friday shall be observed as the holiday; when the holiday falls on Sunday, the following Monday shall be observed as a holiday. For those employees scheduled to work on the Sunday holiday, that day shall be considered the holiday. For those employees scheduled not to work on Sunday or Monday, the preceding Saturday shall be considered the holiday. In addition to the above, any day may be designated as a holiday by proclamation of the Mayor upon approval by City Council.

SECTION 2.

For the purposes of all collective bargaining agreements with the Pueblo Association of Government Employees, International Association of Fire Fighters Local 3 and the International Brotherhood of Police Officers Local 537 ("Labor Agreements"), each Labor Agreement is amended on and after the effective date of this Ordinance to recognize Juneteenth Day (June 19th) as a holiday, and such holiday shall be construed and applied consistent with the terms of the Labor Agreement. Employees who are not entitled to holidays under their Labor Agreement shall receive the following benefits:

(a) Members of the International Brotherhood of Police Officers Local 537 will receive an additional 8 hours of vacation pay in lieu of the Juneteenth holiday.

(b) Members of the International Association of Fire Fighters Local No. 3 assigned as a Group B Firefighter will receive an additional 12 hours of personal holiday leave in lieu of the Juneteenth holiday. Group C Firefighters will receive an additional 9 hours of personal holiday leave in lieu of the Juneteenth holiday.

(c) Members of the Pueblo Area Government Employees who are “essential staff” (e.g. Dispatch and Code Enforcement) will receive an additional 8 hours of vacation pay in lieu of the Juneteenth holiday (the “Amendment”).

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance which are necessary or desirable to implement this change to the Pueblo Municipal Code.

SECTION 4.

This Ordinance is subject to and conditioned upon the Pueblo Association of Government Employees, International Association of Fire Fighters Local 3 and the International Brotherhood of Police Officers Local 537 approving the Amendment in writing prior to passage and approval of this Ordinance. If such condition precedent is satisfied, 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 May 23, 2022.

Final adoption of Ordinance by City Council on June 13, 2022.

_____

President of City Council

Action by the Mayor:

☒ Approved on June 15, 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

City Clerk's Office Item # R-12

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: May 23, 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: AN ORDINANCE AMEDING SECTION 16-12-10 OF CHAPTER 12 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND AUTHORIZING THE STORMWATER DIRECTOR TO ACCEPT DRAINAGE AND STORMWATER EASEMENTS AND TO EXECUTE MAINTENANCE AGREEMENTS REQUIRED PURSUANT TO SAID SECTION

SUMMARY:

This Ordinance amends the Pueblo Municipal Code authorizing the Stormwater Director to accept and execute, on behalf of the City, any drainage and stormwater easements and execute any stormwater facility maintenance agreements with the City of Pueblo for the purpose of ensuring the water quality control measure is in proper working condition in accordance with the approved operation and maintenance manual.

PREVIOUS COUNCIL ACTION:

On September 23, 2019, Council passed Ordinance No. 9560, amending chapter 5 of title VII, chapters 4 and 6 of title XII, and chapter 12 of title XVI of the Pueblo Municipal code relating to needed amendments to meet the minimum requirements of the MS4 permit. .

BACKGROUND:

The City of Pueblo has had a Municipal Separate Storm Sewer System (MS4) Permit with the Colorado Department of Public Health & Environment since 2003. This permit regulates stormwater runoff within the city limits of Pueblo and authorizes the discharge into the state waters.

Every five years a new MS4 permit is issued to the City that contains new requirements from the previous permit. One of the new tasks that was required to be in place by July 1st, 2019, per a compliance schedule, was a Long-Term Operation and Post Construction Oversight plan. The City was required to implement written procedures to ensure adequate long-term operation and maintenance of control measures. The City is required to enforce that the owner or operator of a stormwater facility implement and maintain control measures when necessary. The easements and stormwater facility maintenance agreement meet this requirement and provide assurances that the water quality facility continues to function properly.

Currently, all maintenance agreements and easements must be approved through the City ordinance process. The recent surge in development of commercial sites and subdivisions is expected to triple the number of maintenance agreements and easements that must be approved this year.

A significant amount of time will be saved for both developers and Stormwater Utility staff by allowing the Director of Stormwater to sign off on these stormwater easements and maintenance agreements. These easements and agreements will still be reviewed and approved by the City Attorney.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Alternatives No. 1 – No action
Under this alternative, the easements and maintenance agreements will still be reviewed and approved by City council through the lengthy ordinance process.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

ORDINANCE NO. 10196

AN ORDINANCE AMENDING SECTION 16-12-10 OF CHAPTER 12 OF TITLE XVI OF THE PUEBLO MUNICIPAL CODE RELATING TO AND AUTHORIZING THE STORMWATER DIRECTOR TO ACCEPT DRAINAGE AND STORMWATER EASEMENTS AND TO EXECUTE MAINTENANCE AGREEMENTS REQUIRED PURSUANT TO SAID SECTION

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 16-12-10 of Chapter 12 of Title XVI of the Pueblo Municipal Code is amended to read as follows:

Sec. 16-12-10. - Developer's obligation.

(a) Post-construction Stormwater Best Management Practices; Requirement.

(1) Applicable development sites must incorporate permanent stormwater quality best management practices. These requirements shall apply unless the City approves and documents an allowable exclusion according to policy adopted by the Director of the stormwater utility enterprise having been approved by City Council. Each developer of real property within the City shall provide all necessary stormwater facilities to ensure adequate drainage and control of runoff to, on and from such real property including, without limitation, the construction and installation of all on-site and off-site stormwater facilities including major stormwater facilities:

a. In conformity and compliance with the base design standards established by the Storm Drainage Criteria and Policies including without limitation the referenced Urban Drainage Flood Control District Technical Criteria Manual; and

b. Meeting the requirements of the official master drainage plan of the City and, until adoption of the official master drainage plan of the City, meeting the requirements of the developer's master drainage plan for the real property being developed and approved by the Director.

(2) Site Plans.

a. Requirement. Developer must include design details for all structural BMPs, narrative reference for all non-structural BMPs if applicable, documentation of operation and maintenance procedures to ensure the long term observation, maintenance, and operation of the control measures, and documentation regarding easements in accordance with Section 12-4-7 or other legal means for access of BMPs for operation, maintenance, and inspection.

b. Review. The City shall review development plans prior to approving construction to confirm that control measures satisfy base design standards and include all information required by the City for site plans.

(3) Easement. No owner of real property being developed through which a natural drainage way flows or a regional stormwater treatment BMP is designed as shown on the master drainage plan shall obtain a building permit to develop the real property, unless the owner first grants to the City at no charge a permanent easement to construct, maintain, repair, and reconstruct the stormwater drainage channel along the drainage way or the regional stormwater treatment BMP location. **The Stormwater Director is authorized to accept on behalf of City any such easement or any other easement necessary to ensure performance of developer's obligation under subsection (a) of this Section. Any such easement shall be approved as to form by the City Attorney and recorded in the office of the Pueblo County Clerk and Recorder.**

(4) Construction inspection and acceptance shall be conducted by the City prior to issuing a valid certificate of occupancy for an applicable development site or equivalent authorization to use the development site in accordance with the approved site plan. Inspections must confirm the completed stormwater BMP operates in accordance with the approved site plan.

(b) Construction Stormwater Best Management Practices; Requirement.

(1) Owner or operator of applicable construction activity must implement adequate construction stormwater best management practices (BMPs) to control erosion, sediment-laden runoff and waste from the site. These requirements shall apply unless the City approves and documents an allowable exclusion according to policy adopted by the Director of the stormwater utility enterprise having been approved by City Council. Each developer of real property within the City must implement construction stormwater BMPs for all stages of construction to final stabilization:

a. In conformity and compliance with the base design standards established by the Storm Drainage Criteria and Policies including without limitation the referenced Urban Drainage Flood Control District Technical Criteria Manual; and

b. To control erosion, sediment and waste, including but not limited to discarded building materials, concrete truck washout, chemicals, litter, sanitary waste and other non-stormwater discharges, including construction de-watering and wash water, at the construction site that may cause adverse impacts to water quality.

c. All temporary construction stormwater BMPs shall be removed and properly disposed of within thirty (30) days after final site stabilization or after the temporary BMPs are no longer needed as determined by the Director.

(2) Construction Site Plans.

a. Requirement. Developer shall prepare and submit site plans that locate (if applicable) and identify all structural and nonstructural BMPs for the applicable construction activities. The site plans must contain installation and implementation specifications, or a reference to the document with the installation and implementation specifications, for all structural control measures. A narrative description of nonstructural control measures must be included in the site plans. Pollutant sources associated with the applicable construction activity shall be addressed in the site plan.

b. Review. The City shall review site plans for all applicable construction activities prior to the start of construction activities. Initial site plan review shall include the following:

1. Confirmation that the site plan includes appropriate control measures for all stages of construction, including final stabilization; and

2. Confirmation that the control measures selected satisfy municipal requirements for control measures.

(3) Developer shall provide City officials with access to applicable development sites for the purpose of conducting site inspections and documenting required corrective actions associated with municipal standards and criteria for stormwater control measures, pollutant sources, and discharge locations.

(c) Enforcement. Failure to adequately implement or maintain BMPs described on approved site plans in operational condition or for any person to make, conduct, engage in or knowingly permit or suffer to exist any illegal discharge, including unauthorized discharges from approved land disturbing activities, to the City's storm drainage system or for any person to make, use, maintain or continue existence of any illicit connection to the City's storm drainage system may be subject to one (1) or more of the following actions:

(1) Notice of violation.

(2) Nuisance abatement in accordance with the procedures set forth in Chapter 1, Title VII of this Code, except that the Director of the stormwater utility enterprise is hereby granted concurrent authority with the Health Officer to issue any orders, take action and perform abatements pursuant to said Chapter.

(3) Issuance of summons and complaint.

(4) The enforcement remedies set forth in this Subsection and Chapter are expressly declared to be cumulative, and the exercise of any one (1) or more of them is not dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other.

(d) Upon the completion of the design of all detention facilities and permanent stormwater quality BMPs, the developer will submit documentation outlining the terms of facility maintenance certified as accurate by a licensed qualified engineer who shall ensure proper working order of the facility and maintenance access. This documentation will be included in the drainage report and incorporated in a maintenance agreement, if appropriate. **The Stormwater Director is authorized to accept and execute on behalf of City any such maintenance agreement as required under this Section. Any such maintenance agreement shall be approved as to form by the City Attorney and recorded in the office of the Pueblo County Clerk and Recorder at the time of recording of the related plat, or if none, at the time of issuance of the building permit; provided, however, the Stormwater Director may defer the recording required for issuance of a building permit for a period up to but not later than issuance of the certificate of occupancy.** The proposed maintenance program for the facilities shall be structured as follows:

(1) Detention facilities and permanent stormwater quality BMPs serving solely commercial or industrial sites will be privately owned and maintained. If these facilities are maintained to the standards outlined by the maintenance agreement, the property will qualify for a reduction in stormwater utility service charges pursuant to

Paragraph 16-12-6(a)(2).

(2) Detention facilities and permanent stormwater quality BMPs serving residential lots will be maintained by the homeowners' association (HOA) when an established HOA operates and/or maintains common interest. If these facilities are maintained to the standards outlined by the maintenance agreement, the property will qualify for a reduction in stormwater utility service charges pursuant to Paragraph 16-12-6(a)(2).

(3) Detention facilities and permanent stormwater quality BMPs serving residential lots when an HOA does not exist to operate and/or maintain common interests will be maintained by the City, and reduction in stormwater utility service charges will not be given.

(4) Existing noncommercial/industrial detention facilities designed with or without permanent stormwater quality BMPs serving residential development under private ownership will be accepted by the City if the facility is in proper working order and qualifies under the required maintenance standards and maintenance access. Reduction in stormwater utility service charges will not be given.

(5) The City will encourage joint use and regional facilities which will be maintained by the Parks Department, with the stormwater utility paying a prorated share of maintenance costs.

(6) Detention facilities and permanent stormwater quality BMPs implemented during construction will be maintained by the developer until proper working order is established and approved by the City. In the case of phased development or construction, the developer will be responsible for sediment removal until eighty percent (80%) of the last phase of the development or construction is complete.

(7) The City has the authority to inspect all detention facilities and permanent stormwater quality BMPs to ensure proper maintenance is being implemented. Information collected during an inspection may be used to support requirements for the owner to complete routine or functional maintenance necessary to continue reduction in stormwater utility service charges pursuant to Section 16-12-6. Failure to perform maintenance required following an inspection may be enforced in accordance with this Subsection (e) above.

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 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 May 23, 2022 .

Final adoption of Ordinance by City Council on June 13, 2022 .

_____

President of City Council

Action by the Mayor:

☒ Approved on June 15, 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: May 23, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar

SUBJECT: AN ORDINANCE AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL REGARDING CONFLICTS OF INTEREST

SUMMARY:

Attached is a proposed Ordinance which makes an amendment to the legislative procedures and rules of the Pueblo City Council regarding conflicts of interest.

PREVIOUS COUNCIL ACTION:

The legislative rules of the City Council have been amended periodically in the past to address particular policies and procedures.

BACKGROUND:

A protocol should be instituted to establish a policy and procedure when a member of City Council has a personal or private interest in any matter proposed or pending before the City Council.

FINANCIAL IMPLICATIONS:

The proposed legislative change shall have no budgetary impact.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to implement a specific policy and procedure when a member has a conflict of interest.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING THE LEGISLATIVE PROCEDURES AND RULES OF THE PUEBLO CITY COUNCIL REGARDING CONFLICTS OF INTEREST

WHEREAS, Section 1-9-7 of the Pueblo Municipal Code provides as follows:

> (c) A member of City Council who or whose family has a personal or private interest in any matter proposed or pending before the City Council shall disclose such interest to the City Council and shall not vote thereon and shall refrain from attempting to influence the decisions of the other members of the City Council in voting on the matter.

and;

WHEREAS, Section 24-18-109 of the Colorado Revised Statutes provides as follows:

> (3)(a) A member of the governing body of a local government who has a personal or private interest in any matter proposed or pending before the governing body shall disclose such interest to the governing body and shall not vote thereon and shall refrain from attempting to influence the decisions of the other members of the governing body in voting on the matter.

and;

WHEREAS, in Advisory Opinion 16-05, the Colorado Independent Ethics Commission, stated as follows:

> Colo. Const. Article XXIX, sec. 1(c) requires covered individuals "to avoid conduct that is in violation of their public trust or that creates a justifiable impression among members of the public that such trust is being violated." Appearances of impropriety are generally referred to as "perception issues" or "violating the smell test." They can weaken public confidence in government and create a perception of dishonesty, even among government officials who are in technical compliance with the law.
>
> In order to avoid the appearance of impropriety, local government officials should avoid voting on <u>or debating questions</u> in a manner that may lead the public to perceive that the local government official is either placing his or her own private business interests in a position of competitive advantage or keeping his or her own private business interests from being adversely affected by the decisions of the governing body.

(emphasis supplied) and;

WHEREAS, Section 3-16 of the Charter of the City of the City of Pueblo provides as follows:

> In all legislative matters coming before it, the Council shall act only by ordinance, resolution or motion. The ayes and nays shall be taken upon the passage of all ordinances, resolutions and motions, and entered upon the journal of the Council proceedings. Every ordinance shall require the affirmative vote of the majority of the membership of the entire Council for final passage. Failure to vote by a council member when present shall result in a vacancy, the office to be forfeited immediately.

(emphasis supplied). 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.

The Legislative Procedures and Rules of the Pueblo City Council shall be and hereby are amended by the addition of a new Rule 8 Section (d) as follows:

8. Voting.

. . .

(d) A member of City Council who or whose immediate family, defined as the following relatives, connected by blood or by marriage ("in-laws") spouse, sibling, parent, grandparent, child, grandchild, niece or nephew, has a personal or private interest in any matter proposed or pending before the City Council shall:

(i) *Notification of City Clerk.* Such Councilor shall notify the City Clerk, as soon as feasible, that such member has a conflict of interest with respect to an item on a proposed work session agenda or proposed regular meeting agenda and shall request that the City Clerk place such item at the end of such agendas to permit such Councilor's recusal at the appropriate time.

(ii) *Voluntary Disclosure.* Such member Is encouraged to voluntarily disclose, not less than 72 hours before the Council vote, the nature of the member's private interest, on a form to be electronically filed with the Office of the Colorado Secretary of State, pursuant to C.R.S. 24-18-110.

(iii) *Mandatory Disclosure.* Such Councilor shall disclose the conflict of interest and at the beginning of Council's regular meeting or work session and request permission to be excused at the appropriate time.

(iv) *During discussion and debate*: Such member shall be excused from the Council dais so as not to influence the decisions of the other members of Council in voting on the matter. Such Councilor shall be allowed to remain in the Council Chamber but shall not be allowed to address Council. This Section 8(d)(iv) is applicable only to Council meetings in which formal votes are disallowed (e.g. work sessions) and shall not apply regular sessions of the Council at which formal voting takes place.

(v) ***Voting:***

1. Resolutions. Such member shall not cast a vote and shall be excused from the Council Chamber for purposes of compliance with Charter Sec.3-16.

2. Ordinances on First Reading. This vote is procedural only and does not result in the adoption of an ordinance and therefore such Councilor may vote on the motion to adopt the ordinances on the Consent Agenda on First Reading; to set the public hearing date and to order that all proposed ordinances be published by title.

3. Ordinances on Second Reading. Such member shall not cast a vote and shall be excused from the Council Chamber for purposes of compliance with Charter Sec.3-16.

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 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 May 23, 2022.

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