REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS - CITY HALL
#1 CITY HALL PLACE
MONDAY, August 22, 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: Tony Amaya, Pueblo Christian Center

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

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, August 8, 2022*** as distributed.

Documents:

08-08Minutes.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 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,188 WITH PARKER EXCAVATION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1142 BERKLEY PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

Documents:

Resolution_14968.pdf
Bid Summary_Change Order_Map.pdf

M.2. A RESOLUTION ESTABLISHING PROJECT CI2212 – ICE ARENA COOLING TOWER PROJECT, TRANSFERRING $37,600.47 FROM CAPITAL PROJECTS CI1811 AND CI1111 INTO PROJECT CI2212, AND AUTHORIZING THE TRANSFER OF $42,399.53 FROM LOTTERY PROJECTS LT1113, LT1402, LT1701, LT1902, AND LT2201 INTO PROJECT LT2202 – ICE ARENA COOLING TOWER REPLACEMENT PROJECT

Documents:

Resolution_14969.pdf

M.3. A RESOLUTION TRANSFERRING $20,000 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

Documents:

Resolution_14970.pdf

M.4. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE COLORADO STATE FAIR, FOR USE OF THE SMALL AVENUE RIGHT OF WAY, BETWEEN EUCLID AVENUE AND SCRANTON AVENUE, TO ALLOW FOR PARKING SCHOOL BAND BUSES AND EQUIPMENT VEHICLES

Documents:

Revocable Permit.pdf
Resolution_14971.pdf

M.5. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF ORMAN AVENUE IN BETWEEN HARRISON AVENUE AND ARTHUR STREET AND THEIR RIGHTS OF WAY TO HOLD A WELCOME BACK TO CAMPUS EVENT ON MONDAY, AUGUST 22, 2022

Documents:

Resolution_14972.pdf
Revocable Permit.pdf

M.6. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE PUEBLO BULLS HOCKEY CLUB FOR THE USE OF GRAND AVENUE AND THE RIGHTS OF WAY IN BETWEEN WEST CITY CENTER DRIVE AND WEST 2ND STREET ON SEPTEMBER 10, 2022 TO HOLD THEIR OPENING NIGHT CELEBRATION

Documents:

Resolution_14973.pdf
Revocable Permit.pdf

M.7. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO YMCA OF PUEBLO FOR THE USE OF A PORTION OF SPAULDING AVENUE, AND PARKER BOULEVARD, ON SEPTEMBER 10, 2022 TO HOLD THE 2022 CORPORATE CUP 5K RUN/WALK EVENT

Documents:

Resolution_14974.pdf
Revocable Permit.pdf

M.8. A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO YMCA OF PUEBLO FOR THE USE OF SPAULDING AVENUE, AND 31ST STREET, ON SEPTEMBER 15, 2022 TO HOLD THE 2022 CORPORATE CUP ONE MILE EVENT

Documents:

Resolution_14975.pdf
Revocable Permit.pdf

M.9. A RESOLUTION ACCEPTING THE FINDINGS OF AND ADOPTING THE NEW AIRPORT MASTER PLAN

Documents:

Resolution_14976.pdf

M.10. A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF TIFFANY GARCIA TO THE ADA ADVISORY COMMITTEE

Documents:

Resolution_14977.pdf
Application.pdf

N. ORDINANCES – FIRST PRESENTATION

N.1. AN ORDINANCE APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING COMMUNITY OUTREACH PROGRAM PROJECT NO. PS2208 AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $8,042.00, TO SAID PROJECT

Documents:

Ordinance_N-1.pdf
Cooperation Agreement.pdf

N.2. AN ORDINANCE ESTABLISHING 2023 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $7,400 FOR SAID PROJECT

Documents:

Ordinance_N-2.pdf
CDOT Purchase Order.pdf

N.3. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1221 EAST ABRIENDO AVENUE FROM B-4, CENTRAL BUSINESS DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD

Documents:

Ordinance_N-3.pdf
P_Z Report.pdf

N.4. AN ORDINANCE VACATING TWO 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS LOCATED WITHIN BLOCKS 3, 4 AND 5, VILLA BELLA SUBDIVISION, FILING NO. 1 AND UNIMPROVED CBI DRIVE AND THE EASTERN PORTION OF UNIMPROVED NAPOLI WAY

Documents:

Ordinance_N-4.pdf
P_Z Report.pdf

N.5. AN ORDINANCE CHANGING THE STREET NAME OF NAPOLI WAY TO MEDICI WAY

Documents:

Ordinance_N-5.pdf
P_Z Report.pdf

N.6. AN ORDINANCE APPROVING THE VILLA BELLA FILING NO. 2 SUBDIVISION

Documents:

Ordinance_N-6.pdf
P_Z Report.pdf

N.7. AN ORDINANCE APPROVING AND ACCEPTING A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO BULLS HOCKEY CLUB, INC., A COLORADO CORPORATION, FOR THE MANAGEMENT, OPERATION, AND PROMOTION OF THE PUEBLO ICE ARENA, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_N-7.pdf
Management Agreement.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, September 12, 2022, And Order The Ordinances To Be Published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q.1. A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR A GOVERNMENT SERVICES PROJECT TO RELOCATE AND REPLACE FIBER LINES, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

Documents:

Resolution_14978.pdf

Q.2. A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $755,305.50 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH $160,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-063 ASPHALT PAVING – PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

Documents:

Resolution_14979.pdf
Bid Summary.pdf

Q.3. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO UNITED WAY - PUEBLO COUNTY IN THE AMOUNT OF $500 TO SUPPORT THE CAMPAIGN KICKOFF LUNCHEON

Documents:

Resolution_14980.pdf
Council Contingencies.pdf
Sponsorship.pdf

Q.4. A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO COUNTY IN SUPPORT OF THE 2022 HOLIDAY LIGHTING CEREMONY

Documents:

Resolution_14981.pdf
Council Contingencies.pdf
Request.pdf

Q.5. A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO YBARRA'S BOXING IN THE AMOUNT OF $1,500 TO SUPPORT ITS BOXING EVENT

Documents:

Resolution_14982.pdf
Council Contingencies.pdf
Request.pdf

Q.6. A RESOLUTION CONFIRMING THE APPOINTMENT OF ANDRA AHRENS TO THE POSITION OF DIRECTOR OF WASTEWATER

Documents:

Resolution_14983.pdf

R. ORDINANCES – FINAL PRESENTATION

R.1. AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $158,846.98 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AECOM, FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE WEST 29TH STREET DRAINAGE IMPROVEMENTS DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Continued to September 12, 2022 meeting

Documents:

Ordinance_R-1.pdf
Engineering Services Contract.pdf

R.2. AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 22-PUB-01 FOR FUNDS IN THE AMOUNT OF $18,412 FOR BOTH THE RUNWAY 8R-26L REHABILITATION DESIGN AND THE SNOW REMOVAL EQUIPMENT ACQUISITION PROJECTS, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $7,725 TO PROJECT NO. AP2205 – REHAB RUNWAY 8R-26L DESIGN & CONSTRUCTION, AND BUDGETING AND APPROPRIATING $10,687 TO PROJECT NO. AP2201 – SNOW REMOVAL EQUIPMENT (SRE)

Documents:

Ordinance_10253.pdf
CDOT Aeronautics Division Resolution And Exhibits.pdf

R.3. AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO REGIONAL BUILDING DEPARTMENT FOR THE SHARING OF COSTS RELATED TO THE PUEBLO MEANS BUSINESS WEB-PORTAL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

Documents:

Ordinance_10254.pdf
InterGovernmental Agreement.pdf

R.4. AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, TO PROVIDE WILDLAND FIRE MITIGATION CREW TIME TO THE CITY, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

Documents:

Ordinance_10255.pdf
Grant Agreement.pdf

R.5. AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCELS 527306003 AND 527306004 FROM A-4, AGRICULTURAL FOUR ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT

Documents:

Ordinance_10256.pdf
P_Z Report.pdf

R.6. AN ORDINANCE AMENDING CHAPTER 1 OF TITLE X AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE WITH REGARDS TO ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER ELECTRIC DEVICES

Documents:

Ordinance_10257.pdf

R.7. AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, AND FIREARMS, REGARDING REIMBURSEMENT OF POLICE PERSONNEL OVERTIME AND OTHER EXPENSES ACCRUED WHILE

WORKING JOINT OPERATIONS

Documents:

Ordinance_10258.pdf
Memorandum of Agreement.pdf

R.8. AN ORDINANCE AMENDING TITLE XI OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW CHAPTER 13 RELATING TO THE CREATION OF A COMMUNITY SERVICE OFFICER POSITION, AND ESTABLISHING AUTHORITY AND ENFORCEMENT POWERS IN ACCORDANCE THEREWITH

Documents:

Ordinance_10259.pdf

R.9. AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, A QUESTION RELATING TO THE EXTENSION OF THE ONE-FIFTH PERCENT (.2%) SALES AND USE TAX RATE FOR FIVE YEARS FOR POLICE PERSONNEL AND OPERATING COSTS AND THE ADOPTION OF ORDINANCE NO. 10260 TO IMPLEMENT THE EXTENSION

Documents:

Ordinance_10261.pdf
Ordinance 10260.pdf

R.10. AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, THE QUESTION OF RE-ESTABLISHING THE CITY'S AUTHORITY TO PROVIDE, OR TO FACILITATE OR PARTNER OR COORDINATE WITH SERVICE PROVIDERS FOR THE PROVISION OF, "ADVANCED (HIGH SPEED INTERNET) SERVICE," "CABLE TELEVISION SERVICE," AND "TELECOMMUNICATION SERVICE," EITHER DIRECTLY, INDIRECTLY, OR BY CONTRACT, TO RESIDENTIAL, COMMERCIAL, NONPROFIT, GOVERNMENT OR OTHER SUBSCRIBERS AND TO ACQUIRE, OPERATE AND MAINTAIN ANY FACILITY FOR THE PURPOSE OF PROVIDING SUCH SERVICES, RESTORING LOCAL AUTHORITY AND FLEXIBILITY THAT WAS REMOVED BY TITLE 29, ARTICLE 27, PART 1 OF THE COLORADO REVISED STATUTES, WITHOUT INCREASING TAXES

Documents:

Ordinance_10262.pdf

S. EXECUTIVE SESSION

S.1. Motion To Convene Into Executive Session For The Purpose Of Determining Positions Relative To Matters That May Be Subject To Negotiations, Developing Strategy For Negotiations, And/Or Instructing Negotiators, Under C.R.S. Section 24-6-402(4)(E); And The Following Additional Details Are Provided For Identification Purposes: To Instruct Negotiators Regarding Economic Development Projects And Issues Presented By The Pueblo Economic Development Corporation, Acting As Agent For The City Of Pueblo.

ADJOURN

REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
MONDAY, AUGUST 8, 2022 – 7:00 P.M.

MINUTES

A. CALL TO ORDER President Heather Graham

B INVOCATION Councilor Dennis Flores

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

- Councilor Martinez presented a proclamation on "Pueblo LGBTQ+ PRIDE Day – August 21, 2022" to Tommy Farrell, President of Southern Colorado Equality Alliance

F. PUBLIC FORUM

- Ruth Taravella – Approval for Fallen Golfer Monument
- Cora – Public Health & Legacy of colonization
- Elvis Martinez – Council core values & more
- Andy Sanchez – Arts Center Coming Home Ceremony
- Nicholas Donaldson – Home of Abandon Heroes
- Rebecca Robles – MMIW-SB 22-150

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

Chief of Staff Solano reviewed the June Sales Tax report and economic dashboard.

H. REVIEW AND APPROVAL OF THE AGENDA

The agenda was reviewed page by page. Ms. Winner requested that item M-5 be moved to the regular agenda. Mr. Flores requested that item M-6 be moved to the regular agenda. President Graham requested that item Q-2 be continued to the October 10, 2022 meeting.. Ms. Martinez, seconded by Mr. Martinez Ortega, moved to move items M-5 and M-6 to the regular agenda, continue item Q-2 to the October 10, 2022 agenda and to approve the agenda as modified.

MINUTES

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

Ms. Martinez, seconded by Mr. Atencio, moved to continue item Q-2 from October 10, 2022, to October 11, 2022, due to a holiday that Monday.

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

I. READING AND APPROVAL OF MINUTES

Ms. Martinez, seconded by Mr. Martinez Ortega, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **Monday, July 25, 2022** as distributed.

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

K. CONSENT AGENDA

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

L. COMMUNICATIONS

L-1 NONE SUBMITTED

M. RESOLUTIONS

M-1 RESOLUTION NO 14952 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $49,999 TO DOUG VAUGHN, LLC., FOR PROJECT NO. 22-068E 13TH AND OGDEN EMERGENCY CONCRETE AND ASPHALT REPAIR PROJECT AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

M-2 RESOLUTION NO 14953 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $182,399 TO TOLIN MECHANICAL AND SETTING FORTH $36,480 FOR CONTINGENCIES, FOR PROJECT NO. 22-047, HVAC ROOF TOP UNIT REPLACEMENT FOR PUEBLO TRANSIT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-3 RESOLUTION NO 14954 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $97,897.44 WITH PARKER EXCAVATION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1201 FRANCISCO PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

M-4 RESOLUTION NO 14955 AUTHORIZING THE CITY OF PUEBLO TO REFUND SANITARY SEWER FEES OF $87,797 TO GOODRICH CORPORATION

M-5 MOVED TO REGULAR AGENDA

MINUTES

M-6 MOVED TO REGULAR AGENDA

M-7 RESOLUTION NO 14956 TRANSFERRING $20,000 FROM THE "PROJECTS TO BE DETERMINED" ACCOUNT IN THE EXCESS COURT FINES FUND TO THE VEHICLES AND ROLLING STOCK ACCOUNT IN THE EXCESS COURT FINES FUND

M-8 RESOLUTION NO 14957 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO ESA PUEBLO, LLC FOR THE USE OF THE NORTH ELIZABETH STREET RIGHT OF WAY AT 6020 NORTH ELIZABETH STREET FOR THE PURPOSE OF INSTALLING TREES

M-9 RESOLUTION NO 14958 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PAPA JOSE'S, FOR THE USE OF THE SOUTH UNION AVENUE RIGHT OF WAY TO CONTINUE USE OF THE EXISTING SIDEWALK CAFÉ AT 320 SOUTH UNION AVENUE

M-10 RESOLUTION NO 14959 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE FOOD TRUCK UNION FOR THE USE OF A PORTION OF GOODNIGHT AVENUE INSIDE OF CITY PARK ON SUNDAY EVENINGS BETWEEN AUGUST 14TH AND OCTOBER 31ST TO HOST A WEEKLY FOOD TRUCK EVENT

M-11 RESOLUTION NO 14960 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF ORMAN AVENUE IN BETWEEN HARRISON AVENUE AND ARTHUR STREET AND THEIR RIGHTS OF WAY TO HOLD A BACK-TO-SCHOOL RECRUITING EVENT ON SATURDAY, AUGUST 6, 2022

M-12 RESOLUTION NO 14961 AUTHORIZING THE CITY OF PUEBLO TO APPLY FOR A 2022 EDWARD BYRNE MEMORIAL JUSTICE ASSISTANCE GRANT (JAG) AND APPROVING A MEMORANDUM OF UNDERSTANDING CONCERNING RECEIPT AND DISBURSEMENT OF FUNDS FROM SAID GRANT AND AUTHORIZING THE MAYOR TO EXECUTE SAME

M-13 RESOLUTION NO 14962 APPROVING A DONATION OF PROPERTY AND RELEASE OF CLAIMS BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE CITY OF LAMAR, COLORADO RELATING TO A CRAFCO CRACK FILL MACHINE LOCATED AT THE PUEBLO MEMORIAL AIRPORT

M-14 RESOLUTION NO 14963 SETTING THE DATE, TIME AND PLACE FOR THE HEARING ON ANY OBJECTIONS TO AN ABATEMENT ASSESSMENT AS SEPTEMBER 16, 2022 AT 9:00 A.M. IN CITY COUNCIL CHAMBERS AND DIRECTING THE MAYOR TO APPOINT A HEARINGS OFFICER

M-15 RESOLUTION NO 14964 CONFIRMING THE APPOINTMENT BY THE MAYOR OF DEBORAH MACILROY TO THE ADA ADVISORY COMMITTEE

N. ORDINANCES – FIRST PRESENTATION

N-1 **AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $158,846.98 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AECOM, FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE WEST 29TH STREET DRAINAGE IMPROVEMENTS DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME** – *submitted for First Presentation*

Public Hearing was Set for Monday, August 22, 2022, Notice of Hearing was Ordered Published by Title.

N-2 **AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 22-PUB-01 FOR FUNDS IN THE AMOUNT OF $18,412 FOR BOTH THE RUNWAY 8R-26L REHABILITATION DESIGN AND THE SNOW REMOVAL EQUIPMENT ACQUISITION PROJECTS, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $7,725 TO PROJECT NO. AP2205 – REHAB RUNWAY 8R-26L DESIGN & CONSTRUCTION, AND BUDGETING AND APPROPRIATING $10,687 TO PROJECT NO. AP2201 – SNOW REMOVAL EQUIPMENT (SRE)** – *submitted for First Presentation*

Public Hearing was Set for Monday, August 22, 2022, Notice of Hearing was Ordered Published by Title.

N-3 **AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO REGIONAL BUILDING DEPARTMENT FOR THE SHARING OF COSTS RELATED TO THE PUEBLO MEANS BUSINESS WEB-PORTAL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME** – *submitted for First Presentation*

Public Hearing was Set for Monday, August 22, 2022, Notice of Hearing was Ordered Published by Title.

N-4 **AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME** – *submitted for First Presentation*

Public Hearing was Set for Monday, August 22, 2022, Notice of Hearing was Ordered Published by Title.

MINUTES

N-5 AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCELS 527306003 AND 527306004 FROM A-4, AGRICULTURAL FOUR ZONE DISTRICT TO I-2, INDUSTRIAL ZONE DISTRICT – *submitted for First Presentation*

Public Hearing was Set for Monday, August 22, 2022, Notice of Hearing was Ordered Published by Title.

N-6 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE X AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE WITH REGARDS TO ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER ELECTRIC DEVICES – *submitted for First Presentation*

Public Hearing was Set for Monday, August 22, 2022, Notice of Hearing was Ordered Published by Title.

N-7 AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, AND FIREARMS, REGARDING REIMBURSEMENT OF POLICE PERSONNEL OVERTIME AND OTHER EXPENSES ACCRUED WHILE WORKING JOINT OPERATIONS – *submitted for First Presentation*

Public Hearing was Set for Monday, August 22, 2022, Notice of Hearing was Ordered Published by Title.

N-8 AN ORDINANCE AMENDING TITLE XI OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW CHAPTER 13 RELATING TO THE CREATION OF A COMMUNITY SERVICE OFFICER POSITION, AND ESTABLISHING AUTHORITY AND ENFORCEMENT POWERS IN ACCORDANCE THEREWITH – *submitted for First Presentation*

Public Hearing was Set for Monday, August 22, 2022, Notice of Hearing was Ordered Published by Title.

N-9 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, A QUESTION RELATING TO THE EXTENSION OF THE ONE-FIFTH PERCENT (.2%) SALES AND USE TAX RATE FOR FIVE YEARS FOR POLICE PERSONNEL AND OPERATING COSTS AND THE ADOPTION OF ORDINANCE NO. 10260 TO IMPLEMENT THE EXTENSION – *submitted for First Presentation*

Public Hearing was Set for Monday, August 22, 2022, Notice of Hearing was Ordered Published by Title.

MINUTES

N-10 AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, THE QUESTION OF RE-ESTABLISHING THE CITY'S AUTHORITY TO PROVIDE, OR TO FACILITATE OR PARTNER OR COORDINATE WITH SERVICE PROVIDERS FOR THE PROVISION OF, "ADVANCED (HIGH-SPEED INTERNET) SERVICE," "CABLE TELEVISION SERVICE," AND "TELECOMMUNICATION SERVICE," EITHER DIRECTLY, INDIRECTLY, OR BY CONTRACT, TO RESIDENTIAL, COMMERCIAL, NONPROFIT, GOVERNMENT OR OTHER SUBSCRIBERS AND TO ACQUIRE, OPERATE AND MAINTAIN ANY FACILITY FOR THE PURPOSE OF PROVIDING SUCH SERVICES, RESTORING LOCAL AUTHORITY AND FLEXIBILITY THAT WAS REMOVED BY TITLE 29, ARTICLE 27, PART 1 OF THE COLORADO REVISED STATUTES, WITHOUT INCREASING TAXES – *submitted for First Presentation*

Public Hearing was Set for Monday, August 22, 2022, Notice of Hearing was Ordered Published by Title.

O. APPROVAL OF CONSENT AGENDA

Mr. Atencio, seconded by Mr. 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, August 22, 2022,** and Order the Ordinances to be published **BY TITLE.**

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

P. REGULAR AGENDA

Q. RESOLUTIONS

Q-1 RESOLUTION NO 14965 AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED SIX HUNDRED SIXTY THOUSAND DOLLARS ($660,000) FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR TWO GOVERNMENT SERVICES 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

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

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

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

M-5 RESOLUTION NO 14966 AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF $8,000 TO SHERIE SHAFFER TO COMPLETE WORK AS THE SUCCESSION PLANNING COORDINATOR FOR PUEBLO FOOD PROJECT IN PARTNERSHIP WITH CIVIC CANOPY

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

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

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

M-6 RESOLUTION NO 14967 APPROVING A SERVICE AGREEMENT BETWEEN THE CITY OF PUEBLO AND FLAHERTY AND HOOD, P.A. IN THE AMOUNT OF $101,250 AND SETTING FORTH $3,750 IN CONTINGENCIES FOR CONSULTING SERVICES FOR THE PERFORMANCE OF A COMPREHENSIVE COMPENSATION STUDY AND ANALYSIS AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

A staff report and detailed review of the Resolution was given by Marisa Pacheco, Director of Human Resources.

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

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

Q-2 CONTINUED TO OCTOBER 11, 2022 AGENDA

R. ORDINANCES – FINAL PRESENTATION

R-1 ORDINANCE NO 10234 APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO REGIONAL BUILDING DEPARTMENT, A GOVERNMENTAL ENTITY, FOR PREMIUM PAY FOR ELIGIBLE WORKERS PERFORMING ESSENTIAL WORK, AS AUTHORIZED BY SECTION 603 ©(1)(B) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TWENTY-THREE THOUSAND FOUR HUNDRED FIFTY AND 74/100 DOLLARS ($23,450.74) FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for Final Presentation*

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

PUBLIC HEARING:

- Dave Vaughn appeared in person to speak in favor of this ordinance
- Arnold Montoya appeared in person to speak in favor of this ordinance

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

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

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

MINUTES

R-2 ORDINANCE NO 10235 APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SANGRE DE CRISTO HOSPICE AND PALLIATIVE CARE, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF THIRTY-SEVEN THOUSAND FIVE HUNDRED DOLLARS ($37,500) FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

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

Roll Call – Ayes: Atencio, Flores, Graham, Martinez, Martinez Ortega and Winner. Nays: Maestri. Motion carried 6-1.

R-3 ORDINANCE NO 10236 APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE AMERICAN GI FORUM OF PUEBLO, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FORTY THOUSAND DOLLARS ($40,000) FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for Final Presentation*

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

PUBLIC HEARING:

- Luis Vasquez Cortez appeared in person to speak in favor of this ordinance
- Ted Lopez appeared in person to speak in favor of this ordinance

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

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

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

MINUTES

R-4 ORDINANCE NO 10237 APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO SYMPHONY ASSOCIATION, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF SEVENTY-FIVE THOUSAND DOLLARS ($75,000) FROM PROJECT NO. CI2113 – AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for Final Presentation*

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

PUBLIC HEARING:

- June King appeared in person to speak in favor of this ordinance
- Ed Perry appeared in person to speak in favor of this ordinance
- Donna Seilheimer appeared in person to speak in favor of this ordinance

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

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

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

R-5 ORDINANCE NO 10238 APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SENIOR RESOURCE DEVELOPMENT AGENCY, PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF EIGHTY-THREE THOUSAND SEVEN HUNDRED NINETY ONE DOLLARS ($83,791) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for Final Presentation*

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

PUBLIC HEARING:

- Tara Marrow appeared in person to speak in favor of this ordinance

Seeing no one else 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: Atencio, Flores, Graham, Martinez, Martinez Ortega and Winner. Nays: Maestri. Motion carried 6-1.

MINUTES

R-6 ORDINANCE NO 10239 APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO MISSION OF MERCY, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF TEN THOUSAND DOLLARS ($10,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for Final Presentation*

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

PUBLIC HEARING:

- Pam Dingfeld appeared in person to speak in favor of this ordinance

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

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

Roll Call - Ayes: Atencio, Flores, Graham, Martinez, Martinez Ortega and Winner. Nays: Maestri. Motion carried 6-1.

R-7 ORDINANCE NO 10240 APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND HABITAT FOR HUMANITY OF PUEBLO, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF THREE HUNDRED THOUSAND DOLLARS ($300,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for Final Presentation*

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

PUBLIC HEARING:

- Brandon Linkinstaff appeared in person to speak in favor of this ordinance
- Rosella Park appeared in person to speak in favor of this ordinance
- Elvis Martinez appeared in person to speak against this ordinance

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

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

Roll Call - Ayes: Atencio, Flores, Graham, Martinez, Martinez Ortega and Winner. Nays: Maestri. Motion carried 6-1.

MINUTES

R-8 ORDINANCE NO 10241 APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-046-2022 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $336,672 FOR COSTS RELATED TO SNOW REMOVAL EQUIPMENT ACQUISITION FOR THE PUEBLO MEMORIAL AIRPORT, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $345,533 TO PROJECT NO. AP2201, AWARDING THE EQUIPMENT PURCHASE TO WAUSAU EQUIPMENT COMPANY, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Greg Pedroza, Airport Director.

PUBLIC HEARING:

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

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

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

R-9 ORDINANCE NO 10242 APPROVING AND ACCEPTING AIRPORT IMPROVEMENT PROGRAM (AIP) GRANT AGREEMENT NO. 3-08-0046-047-2022 FROM THE UNITED STATES OF AMERICA ACTING THROUGH THE FEDERAL AVIATION ADMINISTRATION FOR FUNDS IN THE AMOUNT OF $292,877 FOR COSTS RELATED TO THE REHABILITATION OF RUNWAY 8R/26L (PHASE 1 - DESIGN) AT THE PUEBLO MEMORIAL AIRPORT, ESTABLISHING PROJECT NO. AP2205 - REHAB OF RUNWAY 8R-26L DESIGN AND CONSTRUCTION, BUDGETING AND APPROPRIATING $300,585 TO SAID PROJECT, APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE ENGINEERING DESIGN FOR SAID PROJECT, AND AUTHORIZING THE AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Greg Pedroza, Airport Director.

PUBLIC HEARING:

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

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

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

MINUTES

R-10 ORDINANCE NO 10243 APPROVING A RENTAL AGREEMENT FOR THE USE OF AN OFFICE SPACE AND THE FIRE FIGHTING RELOAD BASE AT THE PUEBLO MEMORIAL AIRPORT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF FIRE PREVENTION AND CONTROL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Greg Pedroza, Airport Director.

PUBLIC HEARING:

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

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

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

R-11 ORDINANCE NO 10244 APPROVING THE ASSIGNMENT OF A FUEL TANK AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, SAM C. BROWN, AND TRAVELAIRE SERVICES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Greg Pedroza, Airport Director.

PUBLIC HEARING:

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

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

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

R-12 ORDINANCE NO 10245 APPROVING THE ASSIGNMENT OF A HANGAR GROUND LEASE BY AND BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, SAM C. BROWN, AND TRAVELAIRE SERVICES, INC., AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Greg Pedroza, Airport Director.

PUBLIC HEARING:

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

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

MINUTES

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

R-13 ORDINANCE NO 10246 APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND LEGENDS SUBDIVISION, LLC., A UTAH LIMITED LIABILITY COMPANY, STEPHANIE J. SUMMERS, DALE MAJORS, AND ALAN ROSE RELATED TO THE INSTALLATION AND CONSTRUCTION OF REQUIRED PUBLIC IMPROVEMENTS WITHIN RIVERS RUN SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT – *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 wished to speak, President Graham declared the Hearing closed.

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

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

R-14 ORDINANCE NO 10247 APPROVING AND ADOPTING THE 2022 PUEBLO REGIONAL COMPREHENSIVE PLAN FOR THE PHYSICAL DEVELOPMENT OF PUEBLO, A COLORADO MUNICIPAL CORPORATION – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Interim Director of Planning & Community Development. Mr. Hobson requested that all documents for Case #CP-2201 for July 13, 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.

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

Roll Call - Ayes: Atencio, Flores, Graham, Martinez, and Martinez Ortega. Nays: Maestri and Winner. Motion carried 5-2.

R-15 ORDINANCE NO 10248 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AND RATIFYING THE MAYOR'S SIGNATURE TO A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PRESIDENT AND FELLOWS OF HARVARD COLLEGE ACTING THROUGH THE BLOOMBERG HARVARD CITY LEADERSHIP INITIATIVE AT THE JOHN F. KENNEDY SCHOOL OF GOVERNMENT – *submitted for Final Presentation*

MINUTES

A staff report and detailed review of the Ordinance was given by Laura Solano, Chief of Staff.

PUBLIC HEARING:

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

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

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

R-16 ORDINANCE NO 10249 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE FOUNTAIN CREEK WATERSHED, FLOOD CONTROL AND GREENWAY DISTRICT, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE FOUNTAIN CREEK WATERSHED WATER ACTIVITY ENTERPRISE RELATING TO THE PUEBLO LEVEE SYSTEM FLOODPLAIN RESTORATION PROJECT – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

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

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

R-17 ORDINANCE NO 10250 APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A LETTER OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS BUYER, AND THE UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AS SELLER, PERTAINING TO THE CONVEYANCE OF REAL PROPERTY TO FACILITATE THE PUEBLO LEVEE RESTORATION PROJECT – *submitted for Final Presentation*

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

PUBLIC HEARING:

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

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

MINUTES

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

R-18 ORDINANCE NO 10251 AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY TEMPORARILY ADDING TWO (2) FIREFIGHTER POSITIONS WITHIN THE FIRE DEPARTMENT – *submitted for Final Presentation*

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

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: Atencio, Flores, Graham, Maestri, Martinez, Martinez Ortega and Winner. Motion carried unanimously.

R-19 ORDINANCE NO 10252 AMENDING CHAPTER 4 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE WITH REGARDS TO WORKING GOATS AND IMPOSING NEW REQUIREMENTS IN ACCORDANCE THEREWITH – *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Laura Solano, Chief of Staff.

PUBLIC HEARING:

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

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

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

ADJOURN: 10:05 p.m. President Graham Adjourned the Meeting.

Respectfully submitted,

Marisa Stoller
City Clerk

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 22, 2022

TO**:** President Heather Graham and Members of City Council

CC**:** Nicholas A. Gradisar, Mayor

VIA**:** Marisa Stoller, City Clerk

FROM**:** Andra Ahrens, Interim Director of Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,188 WITH PARKER EXCAVATION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1142 BERKLEY PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repair at 1142 Berkley.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The Wastewater Engineering Department was notified that the collection crew got a cleaning head stuck during regular schedule maintenance. The main is in the alley located between Berkley and Carteret. An emergency repair was performed to remove the cleaning head in the main before a back-up or a sanitary sewer overflow occurred.

The repair work was performed under the Sanitary Sewer Point Repair multi-year contract under which three contractors were qualified via competitive bid. An estimate was prepared, and Parker Excavating was the low bidder and accepted the work.

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related			
Total:	$	6,188.00	100%
Surface Improvement Related			
Total:	$	0.00	0%
Grand Total:	$	6,188.00	100%

FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not approve this Resolution, but this would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Estimate Sheet
Change Order
Site Location Map

RESOLUTION NO. 14968

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF $6,188 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 1142 BERKLEY, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

WHEREAS, an emergency sanitary sewer repair was authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code; and

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW, THEREFORE,

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

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewer at 1142 Berkley with Parker Excavating Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of $6,188.00.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, a Municipal Corporation, and the City Clerk properly affix the seal of the City thereto and attested the same.

SECTION 4.

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 therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 22, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair

Date:

Project Number: 20-059 (WWAN03)

Item	Description	Estimated			K.R. Swerdfeger Construction, Inc. Unit Price		FRPHI Landsca Unit Price
1	Remove and Replace 8” PVC Less than 10’ Deep	1-20	LF		190.00	$ -	365.00
		21-100	LF	28	143.00	$ 4,004.00	352.00
		>100	LF		133.00	$ -	324.00
2	Remove and Replace 8” PVC More than 10’ Deep	1-20	LF		200.00	$ -	480.00
		21-100	LF		153.00	$ -	465.00
		>100	LF		143.00	$ -	452.00
3	Remove and Replace 10” PVC Less than 10’ Deep	1-20	LF		198.00	$ -	440.00
		21-100	LF		151.00	$ -	432.00
		>100	LF		141.00	$ -	424.00
4	Remove and Replace 10” PVC More than 10’ Deep	1-20	LF		208.00	$ -	560.00
		21-100	LF		161.00	$ -	552.00
		>100	LF		151.00	$ -	540.00
5	Remove and Replace 12” PVC Less than 10’ Deep	1-20	LF		207.00	$ -	555.00
		21-100	LF		160.00	$ -	547.00
		>100	LF		150.00	$ -	535.00
6	Remove and Replace 12” PVC More than 10’ Deep	1-20	LF		217.00	$ -	620.00
		21-100	LF		170.00	$ -	610.00
		>100	LF		160.00	$ -	598.00
7	Remove and Replace 15” PVC Less than 10’ Deep	1-20	LF		225.00	$ -	610.00
		21-100	LF		178.00	$ -	598.00
		>100	LF		168.00	$ -	588.00
8	Remove and Replace 15” PVC More than 10’ Deep	1-20	LF		235.00	$ -	725.00
		21-100	LF		188.00	$ -	718.00
		>100	LF		178.00	$ -	712.00
9	Remove and Replace 4” Service Tap Less than 10’ Deep	1-20	LF		150.00	$ -	4500.00
		21-100	LF		100.00	$ -	4500.00
		>100	LF		100.00	$ -	4500.00
10	Remove and Replace 4” Service Tap More than 10’ Deep	1-20	LF		250.00	$ -	7100.00
		21-100	LF		200.00	$ -	7100.00
		>100	LF		200.00	$ -	7100.00
11	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 8" and 10" Pipe	1-20	LF		95.00	$ -	68.00
		21-100	LF		70.00	$ -	65.00
		>100	LF		65.00	$ -	62.00
12	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 8” and 10” Pipe	1-20	LF		102.00	$ -	72.00
		21-100	LF		77.00	$ -	69.00
		>100	LF		72.00	$ -	66.00
13	Asphalt Patch – 4” HMA on 4” Class 6 ABC For 12" and 15" Pipe	1-20	LF		110.00	$ -	74.00
		21-100	LF		75.00	$ -	71.00
		>100	LF		70.00	$ -	69.00
14	Asphalt Patch – 5” HMA on 6” Class 6 ABC For 12" and 15" Pipe	1-20	LF		120.00	$ -	78.00
		21-100	LF		85.00	$ -	75.50
		>100	LF		80.00	$ -	72.00
15	Remove and Replace 7” Reinforced Concrete	1-20	SF		25.00	$ -	38.00
		21-100	SF		20.00	$ -	35.00
		>100	SF		15.00	$ -	32.00
16	Remove and Replace 6” Reinforced Concrete	1-20	SF		25.00	$ -	36.00
		21-100	SF		20.00	$ -	34.00
		>100	SF		15.00	$ -	32.00
17	Remove and Replace 4” Concrete	1-20	SF		20.00	$ -	28.00
		21-100	SF		15.00	$ -	26.00
		>100	SF		15.00	$ -	22.00
18	Remove and Replace Standard Curb and Gutter	1-20	LF		55.00	$ -	60.00
		21-100	LF		50.00	$ -	56.00
		>100	LF		45.00	$ -	51.00
19	Install Extra Lean Concrete (FlowFill)	1-20	CY		165.00	$ -	285.00
		21-100	CY		165.00	$ -	255.00
		>100	CY		165.00	$ -	210.00
20	Remove Camera/Cleaning Head/Tap Cutter	HR		3	325.00	$ 975.00	250.00
21	Remove and Replace 48” Diameter Manhole	EA		0	4000.00	$ -	6100.00
22	Remove and Replace 60” Diameter Manhole	EA			4900.00	$ -	10115.00
23	Reinstate Services	EA		0	300.00	$ -	150.00
24	Mobilization	LS		1	1500.00	$ 1,500.00	1750.00
				Total		$ 6,479.00	
		With Contingency				$ 7,774.80	$ -

ECS & ape, Inc.		Parker Excavating, Inc.	
		Unit Price	
$	-	125.00	$ -
$	9,856.00	115.00	$ 3,220.00
$	-	98.00	$ -
$	-	126.00	$ -
$	-	120.00	$ -
$	-	115.00	$ -
$	-	140.00	$ -
$	-	120.00	$ -
$	-	117.00	$ -
$	-	141.00	$ -
$	-	121.00	$ -
$	-	118.00	$ -
$	-	139.00	$ -
$	-	137.00	$ -
$	-	128.00	$ -
$	-	140.00	$ -
$	-	138.00	$ -
$	-	129.00	$ -
$	-	142.00	$ -
$	-	129.00	$ -
$	-	131.00	$ -
$	-	143.00	$ -
$	-	130.00	$ -
$	-	132.50	$ -
$	-	110.00	$ -
$	-	90.00	$ -
$	-	86.00	$ -
$	-	115.00	$ -
$	-	95.00	$ -
$	-	90.00	$ -
$	-	95.00	$ -
$	-	75.00	$ -
$	-	74.00	$ -
$	-	95.00	$ -
$	-	75.00	$ -
$	-	74.00	$ -
$	-	108.00	$ -
$	-	84.00	$ -
$	-	83.00	$ -
$	-	108.00	$ -
$	-	84.00	$ -
$	-	83.00	$ -
$	-	21.50	$ -
$	-	17.50	$ -
$	-	17.00	$ -
$	-	16.75	$ -
$	-	16.50	$ -
$	-	16.00	$ -
$	-	13.75	$ -
$	-	13.25	$ -
$	-	13.00	$ -
$	-	45.00	$ -
$	-	44.00	$ -
$	-	43.00	$ -
$	-	167.00	$ -
$	-	167.00	$ -
$	-	167.00	$ -
$	750.00	498.00	$ 1,494.00
$	-	4340.00	$ -
$	-	5190.00	$ -
$	-	388.00	$ -
$	1,750.00	1650.00	$ 1,650.00
$	12,356.00		$ 6,364.00
$	14,827.20	$ -	$ 7,636.80

CONTRACT CHANGE ORDER

CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 Change Order No. : ONE 8/8/2022 Page 1 of 1

Project Name : FY2021 & 2023 Sanitary Sewer Point Repair
1142 BERKLEY

Contractor : Parker Excavating, Inc.

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE LESS THAN 10' DEEP 21-100'	($3,220.00)	
2	REMOVE CAMERA/ CLEANING HEAD/TAP CUTTER		$1,494.00
3	REMOVE & REPLACE 8" PVC PIPE LESS THAN 10' DEEP 1-20'		$1,000.00
4	REMOVE AND REPLACE 4" SERVICE TAP LESS THAN 10' DEEP		$550.00
	TOTAL (Decrease) / Increase	($3,220.00)	$3,044.00

Net Adjustment This Change Order	$	(176.00)
Amount of Previous Change Order(s)	$	0.00
Original Contract Amount	$	6,364.00
Total Adjusted Contract Amount To Date	$	6,188.00

Reason For Change: Actual Field Quantities.
Extra work needed to complete project

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date:_____
Associate Engineer II

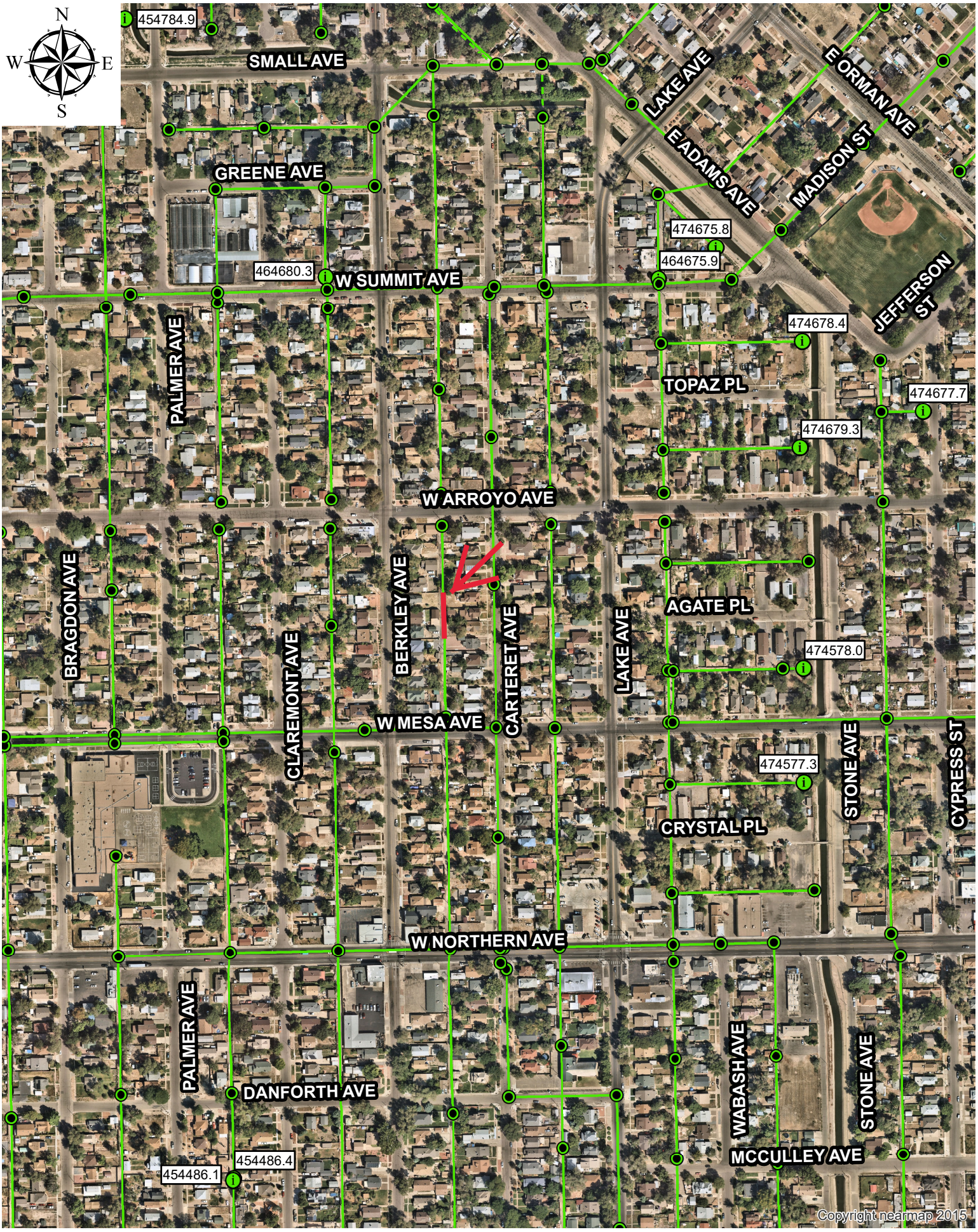
Reviewed by: _____ Date:_____
Wastewater Engineering Manager

Accepted by: _____ Date:_____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date:_____
Director of Wastewater

FORM CO100.1299



city of PUEBLO colorado

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nearmap.com

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 22, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION ESTABLISHING PROJECT CI2212 – ICE ARENA COOLING TOWER PROJECT, TRANSFERRING $37,600.47 FROM CAPITAL PROJECTS CI1811 AND CI1111 INTO PROJECT CI2212, AND AUTHORIZING THE TRANSFER OF $42,399.53 FROM LOTTERY PROJECTS LT1113, LT1402, LT1701, LT1902, AND LT2201 INTO PROJECT LT2202 – ICE ARENA COOLING TOWER REPLACEMENT PROJECT

SUMMARY:

This Resolution establishes Capital Project CI2212 - ICE ARENA COOLING TOWER REPLACEMENT PROJECT, transfers $37,600.47 from Capital Projects CI1811 and CI1111 into the said project and authorizes the transfer of funds from several existing Lottery (LT) project accounts in the amount of $42,399.53 into Capital Project LT2202 – ICE ARENA COOLING TOWER REPLACEMENT PROJECT.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Earlier this year, the City advertised for competitive bids to replace the existing cooling tower at the Pueblo Ice Arena. The cooling tower currently in operation at the Pueblo Ice Arena was installed in 2007 and is undersized for the needs of the facility. Being undersized has resulted in the ice plant and associated equipment continually operating in order to keep up with and sustain the ice, which in turn increases maintenance and utility expenses.

Bid No. 22-033 was advertised May 17, 2022. A single proposal was received by the deadline, which exceeded the project's budget. Additional funds are required to complete the project without major delays.

FINANCIAL IMPLICATIONS:

The total project cost is $180,000. Initial funding for this project has been budgeted and appropriated in Capital Project No. LT2202 – ICE ARENA COOLING TOWER REPLACEMENT in the amount of $100,000. Additional funding required to complete the project will be transferred from several existing Lottery (LT) project accounts in the total amount of $42,399.53 into Project LT2202. The balance of the funding required will be transferred from existing capital improvement project accounts in the total amount of $37,600.47 into Project CI2212.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

The City will not be able to replace the Ice Arena cooling tower if this Resolution is not approved.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Resolution

RESOLUTION NO. 14969

A RESOLUTION ESTABLISHING PROJECT CI2212 – ICE ARENA COOLING TOWER PROJECT, TRANSFERRING $37,600.47 FROM CAPITAL PROJECTS CI1811 AND CI1111 INTO PROJECT CI2212, AND AUTHORIZING THE TRANSFER OF $42,399.53 FROM LOTTERY PROJECTS LT1113, LT1402, LT1701, LT1902, AND LT2201 INTO PROJECT LT2202 – ICE ARENA COOLING TOWER REPLACEMENT PROJECT

WHEREAS, the City of Pueblo wishes to replace the cooling tower for the Pueblo Ice Arena; and

WHEREAS, the replacement of the cooling tower at the Pueblo Ice Arena is an allowable capital improvement for recreation purposes on a public site for which Lottery Conservation Trust Funds may be expended; and

WHEREAS, the City of Pueblo wishes to expend Lottery Conservation Trust Funds and other sums retained by the City to replace the cooling tower for the Pueblo Ice Arena; NOW, THEREFORE,

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

SECTION 1.

Funds in the amount of $19,096.10 are hereby transferred from Project LT1113 into Project LT2202. Funds shall only be expended and used for this Project.

SECTION 2.

Funds in the amount of $7,855.19 are hereby transferred from Project LT1402 into Project LT2202. Funds shall only be expended and used for this Project.

SECTION 3.

Funds in the amount of $6,865.54 are hereby transferred from Project LT1701 into Project LT2202. Funds shall only be expended and used for this Project.

SECTION 4.

Funds in the amount of $5,522 are hereby transferred from Project LT1902 into Project LT2202. Funds shall only be expended and used for this Project.

SECTION 5.

Funds in the amount of $3,060.70 are hereby transferred from Project LT2201 into Project LT2202. Funds shall only be expended and used for this Project.

SECTION 6.

Project No. CI2212 - ICE ARENA COOLING TOWER REPLACEMENT PROJECT is hereby established.

SECTION 7.

Funds in the amount of $21,474.00 are hereby transferred from Project CI1811 into Project CI2212. Funds shall only be expended and used for this Project.

SECTION 8.

Funds in the amount of $16,126.47 are hereby transferred from Project CI1111 into Project CI2212. Funds shall only be expended and used for this Project.

SECTION 9.

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 therein.

SECTION 10.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 22, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

City Clerk's Office Item # M-3

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: **August 22, 2022**

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION TRANSFERRING $20,000 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

SUMMARY:

This Resolution will transfer $20,000 in funds in the SouthPointe Special Improvement Maintenance District budget from the "projects to be determined" account into the "repair and maintenance" account.

PREVIOUS COUNCIL ACTION:

Resolution No. 14895 was approved on May 23, 2022, which transferred $36,000 from the SouthPointe Special Improvement Maintenance District from the "projects to be determined" account into the "repair and maintenance" account to complete the Hollywood Avenue sign replacement, landscape at the Hollywood Avenue sign, and landscape at the Prairie Avenue Entrance sign.

BACKGROUND:

The transferred funds will be used to complete repairs for the following projects:

1. Resurface Soft Surface Trail		$15,000
2. Landscape		$5,000
	Total	$20,000

FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

SouthPointe Advisory Board approves the funded projects.

ALTERNATIVES:

If this Resolution is not approved, repairs will not be completed.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. 14970

A RESOLUTION TRANSFERRING $20,000 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

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

SECTION 1.

Funds in the amount of $20,000.00 in the SouthPointe Special Improvement Maintenance District Budget will be transferred from the "Projects To Be Determined" operating budget line account to the "Repair & Maintenance" operating budget line account.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 22, 2022

BY: Vicente Martinez Ortega
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: **Colorado State Fair 1001 Beulah Ave. Pueblo, CO 81004 7199240061 1001 Beulah Ave. Pueblo, CO 81004**
2. Permitted Area: **Small Ave to Scranton Ave. to Euclid Ave.**
3. Purpose of Revocable Permit: **annual road closure on the second Saturday prior to Labor Day for the Colorado State Fair Band Day parade.**
4. Commencement Date: **August 27, 2022** Time: **6 a.m.**
5. Ending Date: **August 27, 2022** Time: **6 p.m.**

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. Covid-19

(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 nonuse 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; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). 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.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, 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.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 11 day of August, 2022.

PERMITTEE:
Organization or Individual: Colorado State Fair
By: Brooklyn Osborne
Title: Sponsorship Manager

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 11th day of August, 2022 by Brooke Osborne as Sponsorship Manager.

My commission expires: 4/28/2026.

Michelle Cruz
Notary Public

MICHELLE CRUZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224017249
MY COMMISSION EXPIRES APR 28, 2026

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

By _____

Nicholas A. Gradisar, Mayor

6/1/2022

Colorado State Fair

To whom it may concern,

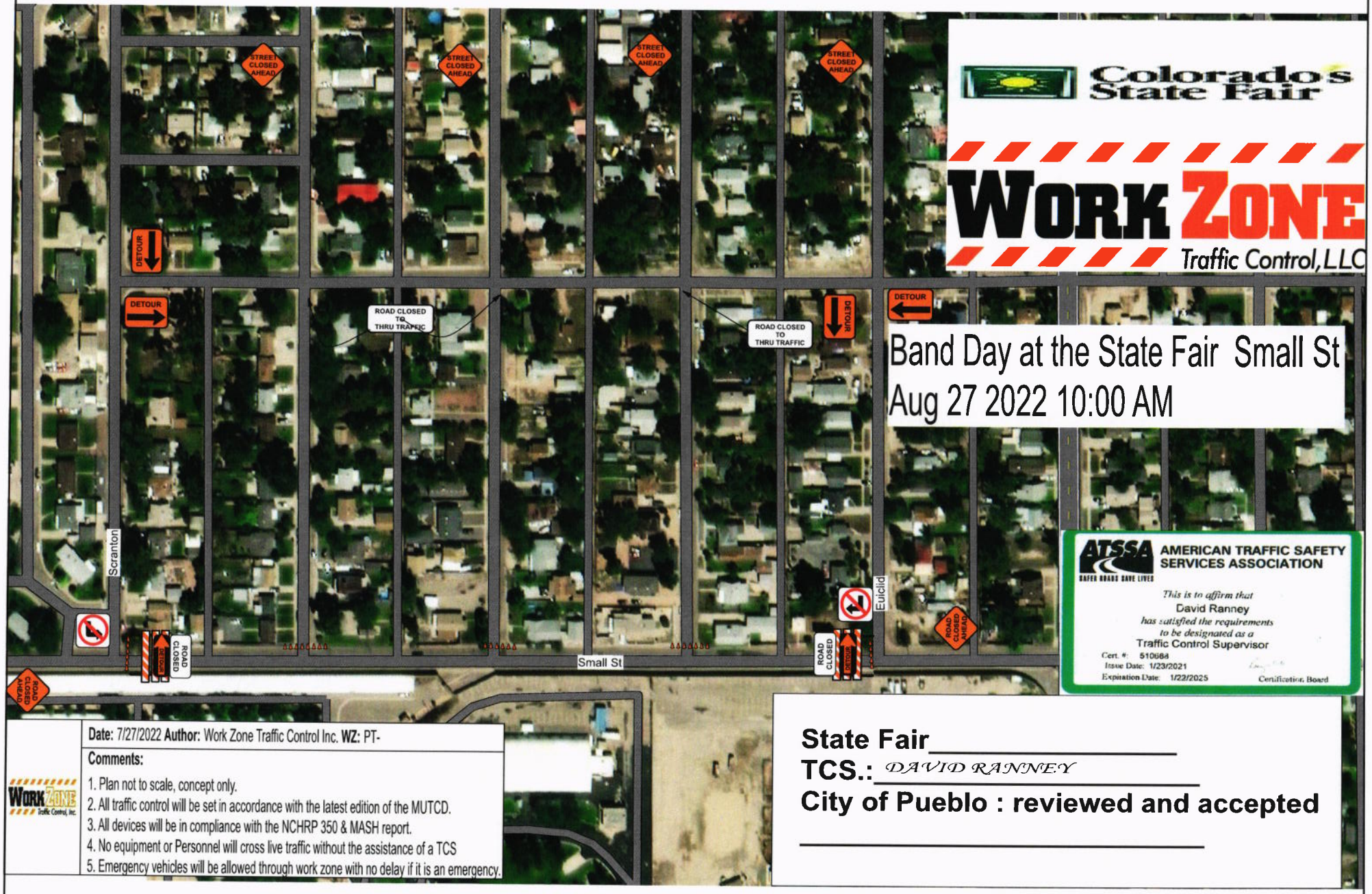
The Colorado State Fair proposes an annual closure of Small Avenue to Scranton Ave. (Gate 6) to Euclid Ave. (Gate 8) on the second Saturday prior to Labor Day, from 6:00 a.m. until 6:00 p.m.

The road closure ensures a safer environment for students, teachers and patrons while marching bands are loaded on and off the fairgrounds. Additionally, it will allow busses to unload students and faculty on grounds and park their busses and equipment easier.

The 2022 Band Day parade is scheduled for Saturday, August 27, 2022 at 8 a.m.

If you have any questions please feel free to contact me at 719-404-2015.

Scott Stoller
Colorado State Fair
General Manager



Colorado's State Fair

WORK ZONE
Traffic Control, LLC

Band Day at the State Fair Small St
Aug 27 2022 10:00 AM

AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
SAFER ROADS SAVE LIVES

This is to affirm that
David Ranney
has satisfied the requirements to be designated as a
Traffic Control Supervisor
Cert. #: 510684
Issue Date: 1/23/2021
Expiration Date: 1/22/2025
Certification Board

Date: 7/27/2022 **Author:** Work Zone Traffic Control Inc. **WZ:** PT-

Comments:

1. Plan not to scale, concept only.
2. All traffic control will be set in accordance with the latest edition of the MUTCD.
3. All devices will be in compliance with the NCHRP 350 & MASH report.
4. No equipment or Personnel will cross live traffic without the assistance of a TCS
5. Emergency vehicles will be allowed through work zone with no delay if it is an emergency.

State Fair_____
TCS.: DAVID RANNEY
City of Pueblo : reviewed and accepted
_____

STATE of COLORADO

CERTIFICATE of INSURANCE

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

INSURED
The State of Colorado, its departments, institutions, agencies, boards, officials, employees and authorized volunteers (except all entities of the University of Colorado, CSU-Fort Collins, University of Northern Colorado, Colorado Mesa University, Fort Lewis, Adams State University and Western State Colorado University).

INSURED (Re: certificate)

Department of Agriculture

SOURCES OF COVERAGE
Cov A... State Risk Management Office
Cov B... State Risk Management Office
All coverages are effective continuously per State Law.

COVERAGES
Self-insured coverages and limits shown on this certificate are those for which the State accepts responsibility pursuant to the Colorado Governmental Immunity, Risk Management, and Workers' Compensation Acts. Notwithstanding any requirement, term or condition of any document to which this certificate may be issued or may pertain, the coverage afforded herein is controlled and limited by the above laws. Commercial coverages are subject to policy terms and conditions.

COV	DESCRIPTION	LIMITS
A	State Self-Insured Liability Fund	Per CRS 24-30-1510(3)(a)
B	State Self-Insured Worker Compensation Fund	Standard Limits (State Law)

PROPERTY LEASES....:	This certificate does not apply to a lease agreement that does not conform strictly to the requirements of CRS 24-30-1510(3)e.
ADDITIONAL INSUREDS:	The Colorado constitution prohibits including certificate holders as additional insureds.
INDEMNIFICATION and HOLD HARMLESS clauses:	This certificate applies to such provisions only to the extent permitted by Colorado law; including the Colorado Constitution, the Governmental Immunity Act, and the Risk Management Act.

CANCELLATION
Should any of the above coverage change, the insured State of Colorado will endeavor to mail notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the State.

DESCRIPTION OF OPERATIONS to which this certificate pertains:

Closing of Small Ave from Scranton to Beulah on Saturday, August 27, 2022 from 6:00 a.m. to 11:00 p.m.

CERTIFICATE HOLDER

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Attn:

Certificate #:
Issue Date: 06/01/22

Eileen Taylor
AUTHORIZED REPRESENTATIVE

Updated June 2016

City Clerk's Office Item # M-4

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 22, 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 THE COLORADO STATE FAIR, FOR USE OF THE SMALL AVENUE RIGHT-OF-WAY, BETWEEN EUCLID AVENUE AND SCRANTON AVENUE, TO ALLOW FOR PARKING SCHOOL BAND BUSES AND EQUIPMENT VEHICLES

SUMMARY:

Attached is an application for a revocable permit submitted by the Colorado State Fair to use Small Avenue.

PREVIOUS COUNCIL ACTION:

Resolution and Permit Approved.

BACKGROUND:

The Colorado State Fair is requesting the closure of Small Avenue, between Beulah Avenue and Scranton Avenue, on August 27, 2022, from 6:00 am to 6:00 pm. This will allow for parking school band buses and equipment vehicles and provide a safe environment for loading and unloading of students, teachers, and equipment.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will prevent the road closure and require an alternate parking location.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Revocable Permit, Letter of Intent, Certificate of Liability, Barricade Plan

RESOLUTION NO. 14971

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE COLORADO STATE FAIR, FOR USE OF THE SMALL AVENUE RIGHT-OF-WAY, BETWEEN EUCLID AVENUE AND SCRANTON AVENUE, TO ALLOW FOR PARKING SCHOOL BAND BUSES AND EQUIPMENT VEHICLES

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to the Colorado State Fair for the use of Small Avenue between Euclid Avenue and Scranton Avenue, on August 27, 2022, from 6:00 am to 6:00 pm, for parking school band buses and equipment vehicles.

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 August 22, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

City Clerk's Office Item # M-5

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 22, 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 PUEBLO COMMUNITY COLLEGE FOR THE USE OF ORMAN AVENUE IN BETWEEN HARRISON AVENUE AND ARTHUR STREET AND THEIR RIGHTS OF WAY TO HOLD A WELCOME BACK TO CAMPUS EVENT ON MONDAY, AUGUST 22, 2022

SUMMARY:

Attached is an application for a revocable permit submitted by Pueblo Community College.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Community College requests to use Orman Avenue from Harrison Avenue to Arthur Street and their rights of way on August 22, 2022, from 5:00 AM thru 4:00 PM to hold a welcome back to campus event.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will cause the event to be canceled or relocated to another location.

RECOMMENDATION:

Approval of the Resolution.

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

RESOLUTION NO. 14972

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO PUEBLO COMMUNITY COLLEGE FOR THE USE OF ORMAN AVENUE IN BETWEEN HARRISON AVENUE AND ARTHUR STREET AND THEIR RIGHTS OF WAY TO HOLD A WELCOME BACK TO CAMPUS EVENT ON MONDAY, AUGUST 22, 2022

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to Pueblo Community College for the use of Orman Avenue in between Harrison Avenue and Arthur Street to hold a welcome back to campus event..

SECTION 2.

The use of the public rights 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 this Resolution to implement the policies and procedures described herein.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 22, 2022

BY: Vicente Martinez Ortega
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: **Pueblo Community College 900 W. Orman Ave., Pueblo, CO 81004 719-549-3291 900 W. Orman Ave., Pueblo, CO 81004**
2. Permitted Area: **Orman Ave. between Arthur and Marilyn St.**
3. Purpose of Revocable Permit: **Fall 2022 Welcome Back Campus Event**
4. Commencement Date: **August 22, 2022** Time: **5:00 am**
5. Ending Date: **August 22, 2022** Time: **4:00 pm**

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. Covid-19

(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 nonuse 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; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). 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.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, 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.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

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

PERMITTEE:

Organization or Individual: Pueblo Community College

By: Joe Wareka

Title: Director of Facilities

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 11th day of August, 2022 by Joseph W. Wareka as Director of Facilities.

My commission expires: 10/20/2025.

CINDY J. CAPRITTA
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 19934016940
MY COMMISSION EXPIRES 12/20/2025

Cindy J. Capritta
Notary Public

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

By _____

Nicholas A. Gradisar, Mayor

Department of Facilities Services
900 W. Orman Ave., SJ 120
Pueblo, CO 81004
719-549-3291

Date: **August 3, 2022**

To: **City of Pueblo**

From: **Joe Waneka, Director of Facilities**

Re: **Orman Avenue Closure**

Good day,

Pueblo Community College will be hosting our annual Welcome Back Celebration event on August 22nd. This a campus wide event hosted between the hours of 8:00 am – 2:00 pm. will require the closure of Orman Avenue between Arthur and Marilyn streets.

PCC's Welcome Back Celebration jump-starts the fall semester with a message from PCC President, ASG President and other identified stakeholders throughout the college. The celebration walk down Orman Avenue celebrating the start of the new school year is an annual tradition.

Set-up will start at 5:00 am with tear down complete at 4:00 pm on August 22nd.

If you have additional questions, please let me know.

Respectfully,

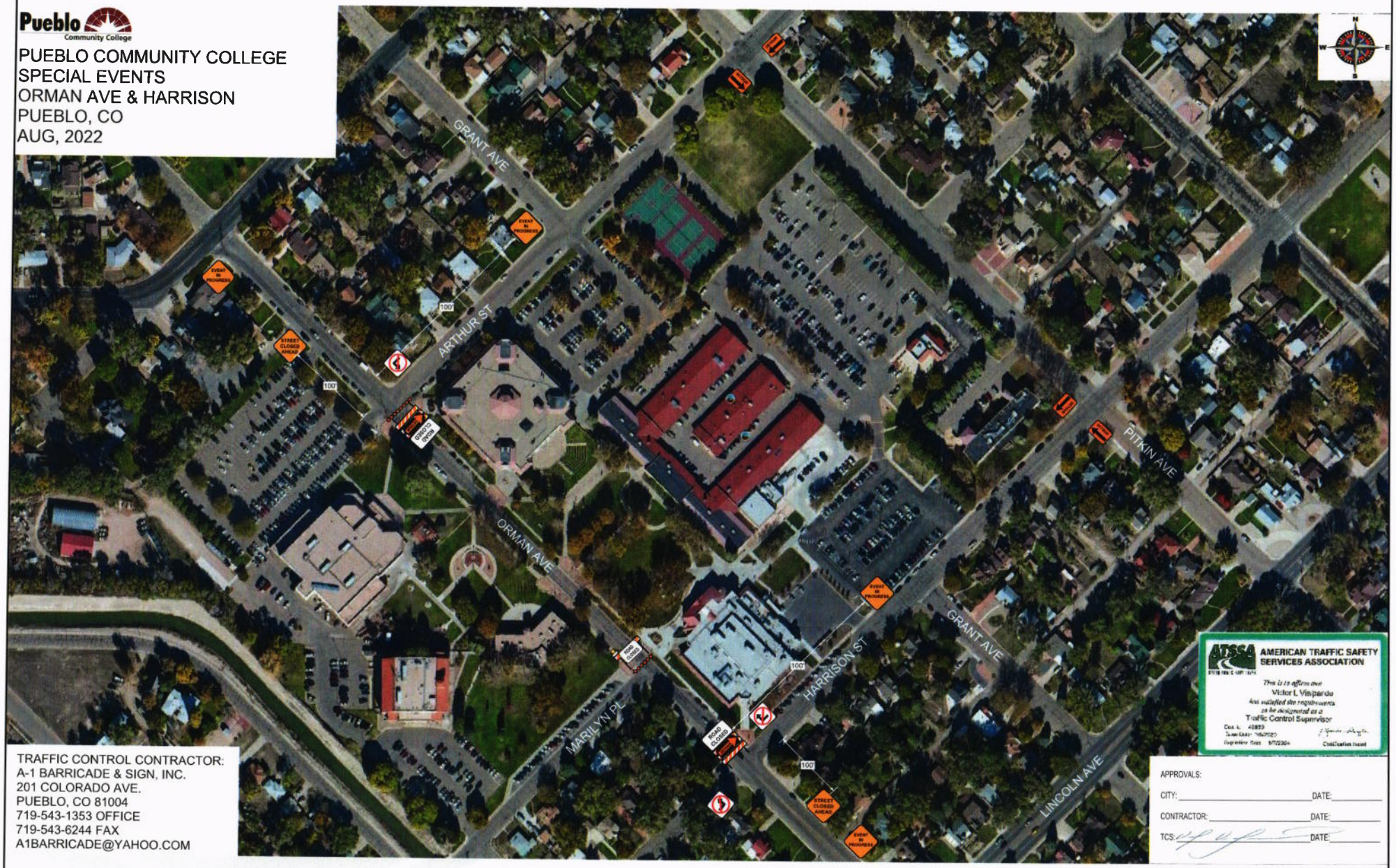
Joe Waneka

Joe Waneka
Director of Facilities

www.invarion.com

Pueblo Community College

PUEBLO COMMUNITY COLLEGE
SPECIAL EVENTS
ORMAN AVE & HARRISON
PUEBLO, CO
AUG, 2022



AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
This is to affirm that
Victor L Vispardo
has satisfied the requirements
to be designated as a
Traffic Control Supervisor

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

APPROVALS:

CITY: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

TCS: _____ DATE: _____

STATE of COLORADO — CERTIFICATE of INSURANCE

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

INSURED
The State of Colorado, its departments, institutions, agencies, boards, officials, employees and authorized volunteers (except all entities of the University of Colorado, CSU-Fort Collins, University of Northern Colorado, Colorado Mesa University, Fort Lewis, Adams State University and Western State Colorado University).

INSURED (Re: certificate)

Pueblo Community College

SOURCES OF COVERAGE
Cov A… State Risk Management Office
Cov B… State Risk Management Office
All coverages are effective continuously per State Law.

COVERAGES
Self-insured coverages and limits shown on this certificate are those for which the State accepts responsibility pursuant to the Colorado Governmental Immunity, Risk Management, and Workers' Compensation Acts. Notwithstanding any requirement, term or condition of any document to which this certificate may be issued or may pertain, the coverage afforded herein is controlled and limited by the above laws. Commercial coverages are subject to policy terms and conditions.

COV	DESCRIPTION	LIMITS
A	State Self-Insured Liability Fund	Per CRS 24-30-1510(3)(a)
B	State Self-Insured Worker Compensation Fund	Standard Limits (State Law)

PROPERTY LEASES….:	This certificate does not apply to a lease agreement that does not conform strictly to the requirements of CRS 24-30-1510(3)e.
ADDITIONAL INSUREDS:	The Colorado constitution prohibits including certificate holders as additional insureds.
INDEMNIFICATION and HOLD HARMLESS clauses:	This certificate applies to such provisions only to the extent permitted by Colorado law; including the Colorado Constitution, the Governmental Immunity Act, and the Risk Management Act.

CANCELLATION
Should any of the above coverage change, the insured State of Colorado will endeavor to mail notice to the certificate holder named, but failure to mail such notice shall impose no obligation or liability of any kind upon the State.

DESCRIPTION OF OPERATIONS to which this certificate pertains:

The City of Pueblo is included as an additional insured regarding general liability. A waiver of subrogation applies. Coverage dates include set-up and duration of installation of equipment.

CERTIFICATE HOLDER
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Attn:
Aaron Emerson

Certificate #:
Issue Date: 03/01/22

Eileen Taylor
AUTHORIZED REPRESENTATIVE

Updated June 2021

City Clerk's Office Item # M-6

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 22, 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 AN REVOCABLE PERMIT TO THE PUEBLO BULLS HOCKEY CLUB FOR THE USE OF GRAND AVENUE AND THE RIGHTS OF WAY IN BETWEEN WEST CITY CENTER DRIVE AND WEST 2ND STREET ON SEPTEMBER 10, 2022 TO HOLD THEIR OPENING NIGHT CELEBRATION

SUMMARY:

Attached is an application for a revocable permit submitted by The Pueblo Bulls Hockey Club for use of Grand Avenue between West City Center Drive and West 2nd street.

PREVIOUS COUNCIL ACTION:

N/A.

BACKGROUND:

The Pueblo Bulls Hockey Club is requesting the use of the public rights of way on Grand Avenue, from 9:00 am to 3:00 pm, on September 10, 2022, for their opening day celebration.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denying the Resolution will cause the events to be canceled or moved to another location.

RECOMMENDATION:

Approval of the Resolution.

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

RESOLUTION NO. 14973

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN REVOCABLE PERMIT TO THE PUEBLO BULLS HOCKEY CLUB FOR THE USE OF GRAND AVENUE AND THE RIGHTS OF WAY IN BETWEEN WEST CITY CENTER DRIVE AND WEST 2ND STREET ON SEPTEMBER 10, 2022 TO HOLD THEIR OPENING NIGHT CELEBRATION

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to the Pueblo Bulls Hockey Club for the use of the Grand Avenue, in between West City Center Drive and West 2nd street, on September 10, 2022, from 9:00 am to 3:00 pm.

SECTION 2.

The use of the public rights 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 August 22, 2022

BY: Vicente Martinez Ortega
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: **Pueblo Bulls Hockey Club 100 N. Grand Ave. Pueblo, CO 81003 612-655-6949 100 N. Grand Ave. Pueblo, CO 81003**
2. Permitted Area: **North Grand Ave. to 2nd Street Not Blocking the Bus Station**
3. Purpose of Revocable Permit: **Blocking off streets for Hockey Game - North Grand Ave. to 2nd Street Not Blocking the Bus Station**
4. Commencement Date: **September 10, 2022** Time: **9 am**
5. Ending Date: **September 10, 2022** Time: **3 pm**

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. Covid-19

(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 nonuse 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; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). 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.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, 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.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

Signed in Pueblo, Colorado this 11TH day of AUGUST, 20 22

PERMITTEE:
Organization or Individual: Pueblo Bulls Hockey Club
By: David Nelson
Title: Vice President

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 11 day of August, 20 22 by David Nelson as Vice President.

My commission expires: 10/10/2023.

Eilene Tracey Sample
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID# 20074038010
MY COMMISSION EXPIRES 10/10/2023

Eilene Tracey Sample
Notary Public

APPROVED this 11 day of August, 20 22.
PUEBLO, a Municipal Corporation

By _____

Nicholas A. Gradisar, Mayor

Pueblo Bulls Hockey Club

Letter of Intention

To Whom May Concern,

The Pueblo Bulls Hockey Club is seeking requesting approval for a Revokable permit on September 10th from 9 am – 3pm. We are seeking street closure during 9am – 3pm to put on a Fan Fest/Fundraiser for the Pueblo Bulls Hockey Club exhibition game vs Northern Colorado Eagles. We will be having a cookout etc. To help raise money for the new Pueblo Bulls Youth Hockey Association. Street closure will consist of corner of North Grande Ave to 2nd street (bus station) but will be before that so will not affect buses going in and out.

Items will have:

Tents will be set up for selling of tickets to the game at 3 pm.

Normal size tables and chairs

Partnering with the Colorado Avalanche for a big blow-up rink that will be placed in the street

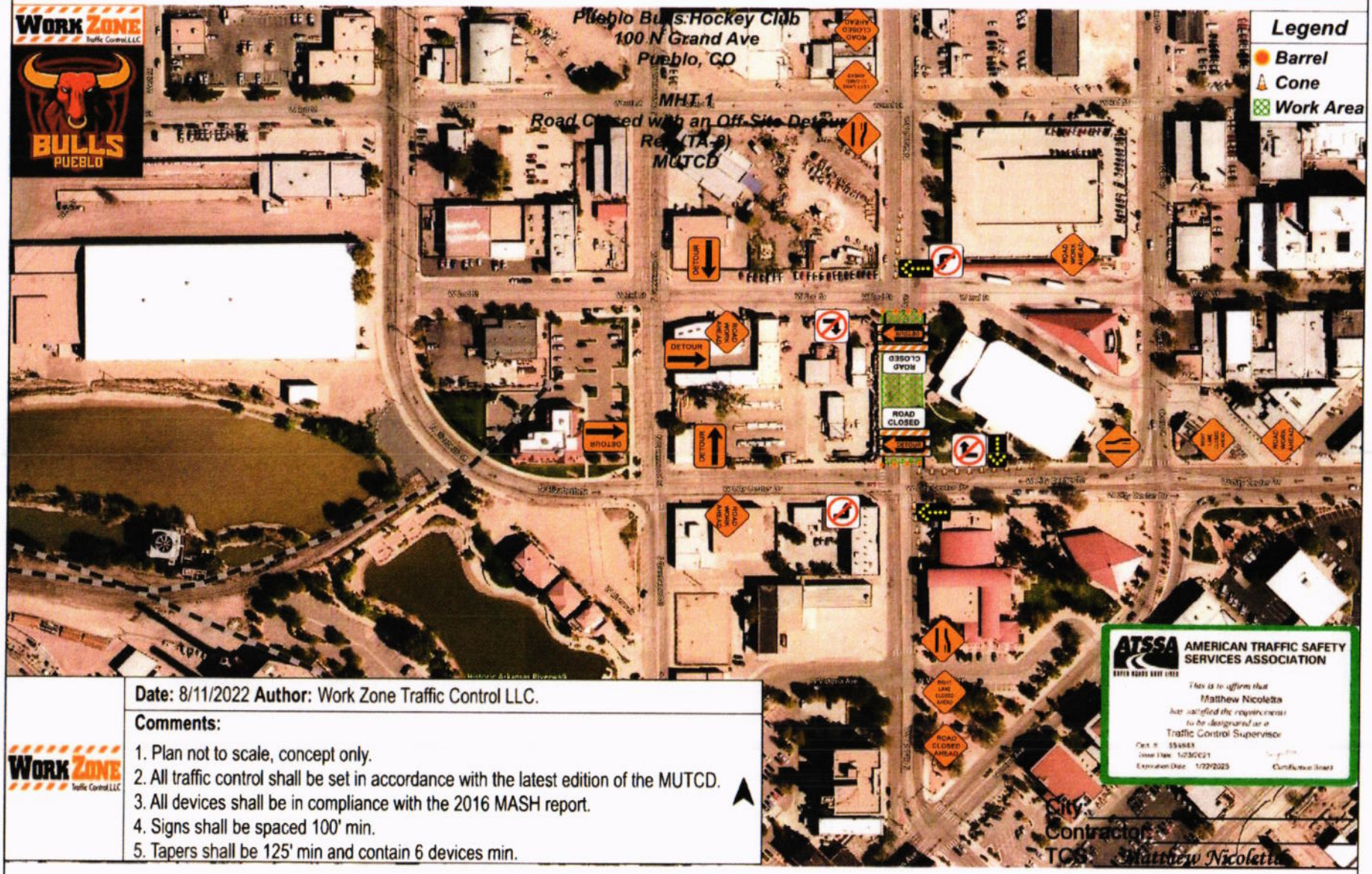
Bounce houses that will be placed in the front lawn of the ice arena

Sincerely,

Gerald Wilhite

Owner

Pueblo Bulls Hockey Club



Date: 8/11/2022 **Author:** Work Zone Traffic Control LLC.

Comments:

1. Plan not to scale, concept only.
2. All traffic control shall be set in accordance with the latest edition of the MUTCD.
3. All devices shall be in compliance with the 2016 MASH report.
4. Signs shall be spaced 100' min.
5. Tapers shall be 125' min and contain 6 devices min.

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 08/12/2022

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 LIC #40558248 314-304-4894 Player's Health Cover USA Inc. 718 Washington Ave North #402 Minneapolis, MN 55401 USA	CONTACT NAME: PHONE (A/C, No, Ext): 314-304-4894 FAX (A/C, No): E-MAIL ADDRESS: certificates@playershealth.com
INSURED United States Premier Hockey League, LLC 20 Trafalgar Square, Suite 202 Nashua, NH 03063 USA	INSURER(S) AFFORDING COVERAGE — NAIC # INSURER A : State National Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :

COVERAGES **CERTIFICATE NUMBER: 535328806** **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	X		OVR-0000007-00	09/26/21	04/01/23	EACH OCCURRENCE	$ 5,000,000
	CLAIMS-MADE X OCCUR						DAMAGE TO RENTED PREMISES (Ea occurrence)	$ 300,000
							MED EXP (Any one person)	$ Excluded
							PERSONAL & ADV INJURY	$ 1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$ 5,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$ 3,000,000
	OTHER:							$
	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$
	ANY AUTO						BODILY INJURY (Per person)	$
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$
								$
	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$
	EXCESS LIAB CLAIMS-MADE						AGGREGATE	$
	DED RETENTION $							$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N	N / A					PER STATUTE OTH-ER	
	ANYPROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED?						E.L. EACH ACCIDENT	$
	(Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$
							E.L. DISEASE - POLICY LIMIT	$

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

Certificate Holder is an Additional Insured as required by written contract or written agreement. Waiver of subrogation applies are required by written contract.
This certificate is issued on behalf of: Pueblo Bulls Hockey Club, Inc.

CERTIFICATE HOLDER

City of Pueblo

1 City Hall Place

Pueblo, CO 81003 USA

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

Chris Pesigan

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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 22, 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 YMCA OF PUEBLO FOR THE USE OF A PORTION OF SPAULDING AVENUE, AND PARKER BOULEVARD, ON SEPTEMBER 10, 2022 TO HOLD THE 2022 COPORATE CUP 5K RUN/WALK EVENT

SUMMARY:

Attached is an application for a revocable permit submitted by YMCA of Pueblo for use of a portion of Spaulding Avenue, and Parker Boulevard.

PREVIOUS COUNCIL ACTION:

Resolution and Revocable Permits Approved.

BACKGROUND:

The YMCA of Pueblo is requesting the use of the public right-of-way on Spaulding Avenue, and Parker Boulevard, from 7:30 am to 9:30 am, on September 10, 2022, for the 2022 Corporate Cup 5k run/walk event.

FINANCIAL IMPLICATIONS:

None

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Denying the Resolution will cause the events to be canceled or moved to another location.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Revocable Permits, Letter of Intent, Certificate of Liability, Barricade Plan

RESOLUTION NO. 14974

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO YMCA OF PUEBLO FOR THE USE OF A PORTION OF SPAULDING AVENUE, AND PARKER BOULEVARD, ON SEPTEMBER 10, 2022 TO HOLD THE 2022 COPORATE CUP 5K RUN/WALK EVENT

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to the YMCA of Pueblo for the use of the Spaulding Avenue, and Parker Boulevard right-of-way on September 10, 2022, from 7:30 am to 9:30 am.

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 August 22, 2022

BY: Vicente Martinez Ortega
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: **YMCA of Pueblo 3200 E Spaulding Ave 7195435151 3200 E Spaulding Ave**

2. Permitted Area: **31st Street, Spaulding Ave, Parker Blvd**

3. Purpose of Revocable Permit: **We are requesting two revocable permits for two separate Corporate Cup events. Saturday, September 10th from 7:30 a.m. to 9:30 a.m. for our 5K Run/Walk that would enable us to close one lane of Spaulding Avenue and one lane of Parker Blvd. and Thursday, September 15 th from 5:30 p.m. to 7:00 p.m. that would enable us to close the right-in only road of 31 st Street for our 1 Mile Run. We don't anticipate this causing any inconvenience as we have done it in years past with no issues.**

4. Commencement Date: **September 10, 2022** Time: **7:30 a.m.**

5. Ending Date: **September 10, 2022** Time: **9:30 a.m.**

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. Covid-19

(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 nonuse 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; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). 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.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, 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.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

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

PERMITTEE:
Organization or Individual: YMCA of Pueblo
By: Dirk Hodge
Title: Community Program Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 11th day of August, 2022 by Dirk Hodge as Director.

My commission expires: 4/28/2026.

Michelle Cruz
Notary Public

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

By _____
Nicholas A. Gradisar, Mayor

MICHELLE CRUZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224017249
MY COMMISSION EXPIRES APR 28, 2026

May 26, 2022

Pueblo City Council
1 City Hall
Pueblo, CO 81003

Dear Pueblo City Council Members:

The 37th Annual Pueblo YMCA Corporate Cup is just around the corner. Last year the Corporate Cup impacted 20 companies and over 1,500 participants by promoting healthy lifestyles in our community. This year we are excited about the potential of impacting even more companies for our 37th year of promoting a commitment to health, fitness and wellness activities through our annual event.

We are requesting two revocable permits for two separate Corporate Cup events. Saturday, September 10th from 7:30 a.m. to 9:30 a.m. for our 5K Run/Walk that would enable us to close one lane of Spaulding Avenue and one lane of Parker Blvd. and Thursday, September 15th from 5:30 p.m. to 7:00 p.m. that would enable us to close the right-in only road of 31st Street for our 1 Mile Run. We don't anticipate this causing any inconvenience as we have done it in years past with no issues.

Please feel free to contact me with any questions regarding this event. Thank you in advance for your consideration.

Sincerely,

Janelle Andrews
President/CEO
YMCA of Pueblo
719-543-5151 ext. 221
jandrews@puebloymca.org

PUEBLO YMCA
5K RUN/WALK
SPAULDING BLVD & PARKER BLVD
PUEBLO, CO
AUG, 2022



RACE MARSHALLS SHALL DIRECT TRAFFIC TO THE INSIDE LANES OF TRAFFIC AND THE RUNNERS TO THE OUTSIDE LANES

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION
This is to affirm that
Victor L Vispardo
has satisfied the requirements
to be recognized as a
Traffic Control Supervisor

CERT #45632
EXP: 01/07/2024

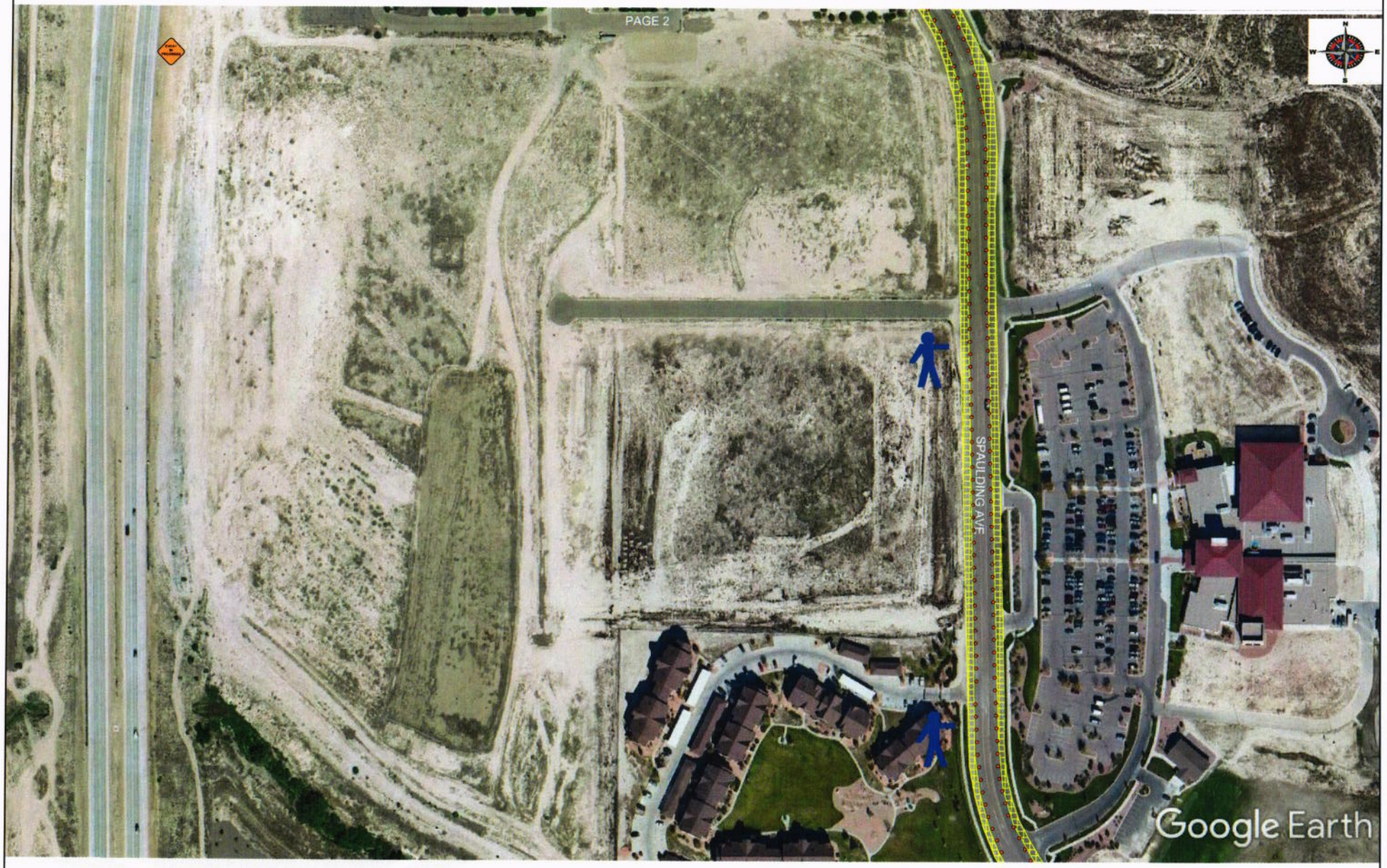
APPROVALS:

CITY: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

TCS: _____ DATE: _____

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


PAGE 2
SPAULDING AVE
Google Earth


PAGE 3
ROAD CLOSED
SPAULDING AVE
131st St SW
ROAD CLOSED
350'
350'
Google Earth

YMCAOFP-01 JSCHAFER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2022

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: Julie Schafer
PHONE (A/C, No, Ext): (719) 544-2533 FAX (A/C, No): (866) 908-2103
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Company	22306
INSURER B : Allmerica Financial Benefit Insurance Company	41840
INSURER C : Hanover Insurance Company	22292
INSURER D : Pinnacol Assurance Company	41190
INSURER E : Swiss Re Corporate Solutions America Insurance Corporation	29874
INSURER F :	

INSURED
YMCA of Pueblo, Colorado
3200 E Spaulding Ave
Pueblo, CO 81008

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						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			ZD4 H876415-00	12/31/2021	12/31/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	100,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:						ABUSIVE ACTS LI	$	1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			AW4H87643300	12/31/2021	12/31/2022	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY / SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY / NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
C	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	3,000,000
	X EXCESS LIAB CLAIMS-MADE			UH4H876418-00	12/31/2021	12/31/2022	AGGREGATE	$	3,000,000
	DED RETENTION $							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH)	N / A		596752	1/1/2022	1/1/2023	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Professional Liabili			ZD4 H876415-00	12/31/2021	12/31/2022	1,000,000 /		2,000,000
E	Cyber/Privacy/Networ			C-4LQ2-218567-CYBER-2021-	12/31/2021	12/31/2022	Aggregate		500,000

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

CERTIFICATE HOLDER

City of Pueblo
1 City Hall
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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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 8, 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 AN REVOCABLE PERMIT TO YMCA OF PUEBLO FOR THE USE OF SPAULDING AVENUE, AND 31ST STREET, ON SEPTEMBER 15, 2022 TO HOLD THE 2022 COPORATE CUP ONE MILE EVENT

SUMMARY:

Attached is an application for a revocable permit submitted by YMCA of Pueblo for use of Spaulding Avenue, and 31st Street.

PREVIOUS COUNCIL ACTION:

Resolution and Revocable Permits Approved.

BACKGROUND:

The YMCA of Pueblo is requesting the use of the public right-of-way on Spaulding Avenue, and 31st Street, from 5:30 pm to 6:30 pm, on September 15, 2022, for the 2022 Corporate Cup 1 Mile walk/run event.

FINANCIAL IMPLICATIONS:

None

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Denying the Resolution will cause the events to be canceled or moved to another location.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Revocable Permits, Letter of Intent, Certificate of Liability, Barricade Plan

RESOLUTION NO. 14975

A RESOLUTION AUTHORIZING THE ISSUANCE OF AN REVOCABLE PERMIT TO YMCA OF PUEBLO FOR THE USE OF SPAULDING AVENUE, AND 31ST STREET, ON SEPTEMBER 15, 2022 TO HOLD THE 2022 COPORATE CUP ONE MILE EVENT

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

SECTION 1.

The attached Revocable Permit is authorized to be issued to the YMCA of Pueblo for the use of the Spaulding Avenue, and 31st Street right-of-way on September 15, 2022, from 5:30 p m to 6:30 pm.

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 August 22, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

2

APPROVED: _____
PRESIDENT OF CITY COUNCIL

2

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: **YMCA of Pueblo 3200 E Spaulding Ave 7195435151 3200 E Spaulding Ave**
2. Permitted Area: **Spaulding Blvd and 31st St.**
3. Purpose of Revocable Permit: **On September 15th 2022, the YMCA will host a 1 mile race as part of the Corporate Cup Event. A small section of Spaulding Blvd and the majority of 31st St will impacted.**
4. Commencement Date: **September 15, 2022** Time: **5:30 PM**
5. Ending Date: **September 15, 2022** Time: **6:30 PM**

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. Covid-19

(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 nonuse 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; (v) revocation or termination of this Permit by resolution of the City Council of City; or (vi) revocation by the Mayor as provided in paragraph (p). 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.

(o) Permittee acknowledges and agree that use of the Permitted Area shall be conducted in compliance with applicable laws and regulations including but not limited orders, regulations and directives issued by the Governor, Colorado Department of Public Health and Environment and the Pueblo County Department of Public Health and Environment with respect to COVID-19 ("COVID-19 Regulations"). Seven days prior to Commencement Date, Permittee shall submit in writing to the Revocable Permit Review Committee those actions Permittee shall take to assure protection of the public health and compliance with COVID-19 Regulations.

(p) Permittee further acknowledges and agrees that this Permit is temporary and subject to revocation or termination if the purpose of the permit or any potential activities to be conducted under the Permit is determined by the Mayor of City, in his sole and absolute discretion, to not be in furtherance of and/or contrary to the public health or welfare due to COVID-19 or related issues. Such determination and termination may be issued at any time, 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.

(q) Nothing in this Permit shall be interpreted to limit or prevent the protections afforded to City under the Colorado Governmental Immunity Act, C.R.S. § 24-10-101, et seq.

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

PERMITTEE:
Organization or Individual: YMCA of Pueblo
By: Dirk Hodge
Title: Community program Director

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the 11th day of August, 2022 by Dirk Hodge as Director.

My commission expires: 4/28/2026.

Michelle Cruz
Notary Public

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

By _____
Nicholas A. Gradisar, Mayor

MICHELLE CRUZ
NOTARY PUBLIC
STATE OF COLORADO
NOTARY ID 20224017249
MY COMMISSION EXPIRES APR 28, 2026

May 26, 2022

Pueblo City Council
1 City Hall
Pueblo, CO 81003

Dear Pueblo City Council Members:

The 37th Annual Pueblo YMCA Corporate Cup is just around the corner. Last year the Corporate Cup impacted 20 companies and over 1,500 participants by promoting healthy lifestyles in our community. This year we are excited about the potential of impacting even more companies for our 37th year of promoting a commitment to health, fitness and wellness activities through our annual event.

We are requesting two revocable permits for two separate Corporate Cup events. Saturday, September 10th from 7:30 a.m. to 9:30 a.m. for our 5K Run/Walk that would enable us to close one lane of Spaulding Avenue and one lane of Parker Blvd. and Thursday, September 15th from 5:30 p.m. to 7:00 p.m. that would enable us to close the right-in only road of 31st Street for our 1 Mile Run. We don't anticipate this causing any inconvenience as we have done it in years past with no issues.

Please feel free to contact me with any questions regarding this event. Thank you in advance for your consideration.

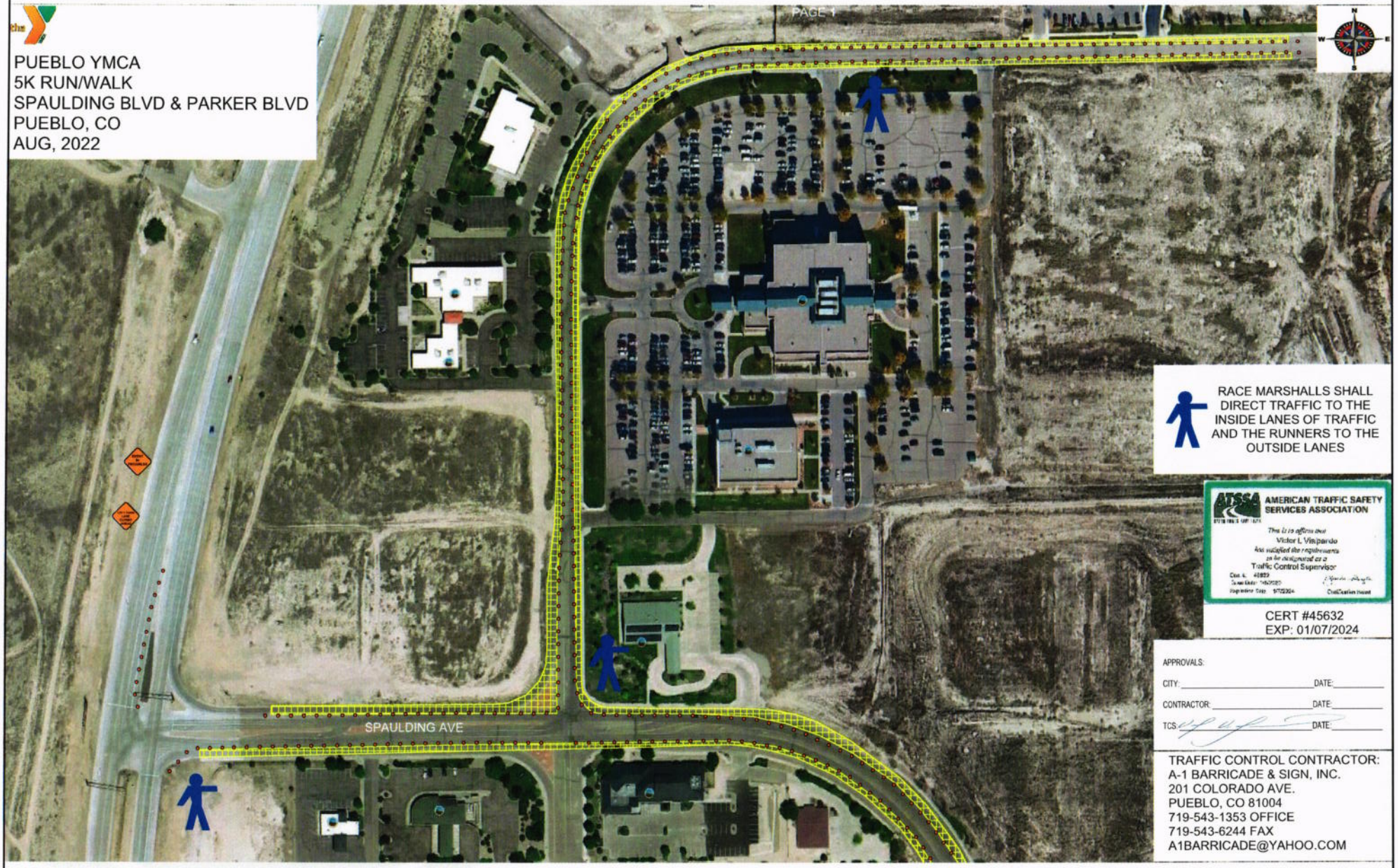
Sincerely,

Janelle Andrews
President/CEO
YMCA of Pueblo
719-543-5151 ext. 221
jandrews@puebloymca.org


PAGE 2
SPAULDING AVE
Google Earth

www.invarion.com

PUEBLO YMCA
5K RUN/WALK
SPAULDING BLVD & PARKER BLVD
PUEBLO, CO
AUG, 2022



RACE MARSHALLS SHALL DIRECT TRAFFIC TO THE INSIDE LANES OF TRAFFIC AND THE RUNNERS TO THE OUTSIDE LANES

ATSSA AMERICAN TRAFFIC SAFETY SERVICES ASSOCIATION

This is to affirm that
Victor L Vasquez
has satisfied the requirements
to be designated as a
Traffic Control Supervisor

CERT #45632
EXP: 01/07/2024

APPROVALS:

CITY: _____ DATE: _____

CONTRACTOR: _____ DATE: _____

TCS: _____ DATE: _____

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


PAGE 3
ROAD CLOSED
SPAULDING AVE
ROAD CLOSED
350'
350'
Google Earth

YMCAOFP-01 JSCHAFER

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY) 6/3/2022

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: Julie Schafer
PHONE (A/C, No, Ext): (719) 544-2533 FAX (A/C, No): (866) 908-2103
E-MAIL ADDRESS:

INSURER(S) AFFORDING COVERAGE	NAIC #
INSURER A : Massachusetts Bay Insurance Company	22306
INSURER B : Allmerica Financial Benefit Insurance Company	41840
INSURER C : Hanover Insurance Company	22292
INSURER D : Pinnacol Assurance Company	41190
INSURER E : Swiss Re Corporate Solutions America Insurance Corporation	29874
INSURER F :	

INSURED
YMCA of Pueblo, Colorado
3200 E Spaulding Ave
Pueblo, CO 81008

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						EACH OCCURRENCE	$	1,000,000
	CLAIMS-MADE X OCCUR			ZD4 H876415-00	12/31/2021	12/31/2022	DAMAGE TO RENTED PREMISES (Ea occurrence)	$	1,000,000
							MED EXP (Any one person)	$	100,000
							PERSONAL & ADV INJURY	$	1,000,000
	GEN'L AGGREGATE LIMIT APPLIES PER:						GENERAL AGGREGATE	$	2,000,000
	X POLICY PRO-JECT LOC						PRODUCTS - COMP/OP AGG	$	2,000,000
	OTHER:						ABUSIVE ACTS LI	$	1,000,000
B	AUTOMOBILE LIABILITY						COMBINED SINGLE LIMIT (Ea accident)	$	1,000,000
	X ANY AUTO			AW4H87643300	12/31/2021	12/31/2022	BODILY INJURY (Per person)	$	
	OWNED AUTOS ONLY SCHEDULED AUTOS						BODILY INJURY (Per accident)	$	
	HIRED AUTOS ONLY NON-OWNED AUTOS ONLY						PROPERTY DAMAGE (Per accident)	$	
								$	
C	UMBRELLA LIAB OCCUR						EACH OCCURRENCE	$	3,000,000
	X EXCESS LIAB CLAIMS-MADE			UH4H876418-00	12/31/2021	12/31/2022	AGGREGATE	$	3,000,000
	DED RETENTION $							$	
D	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY Y / N						X PER STATUTE OTH-ER		
	ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) N / A			596752	1/1/2022	1/1/2023	E.L. EACH ACCIDENT	$	1,000,000
	If yes, describe under DESCRIPTION OF OPERATIONS below						E.L. DISEASE - EA EMPLOYEE	$	1,000,000
							E.L. DISEASE - POLICY LIMIT	$	1,000,000
A	Professional Liabili			ZD4 H876415-00	12/31/2021	12/31/2022	1,000,000 /		2,000,000
E	Cyber/Privacy/Networ			C-4LQ2-218567-CYBER-2021-	12/31/2021	12/31/2022	Aggregate		500,000

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

CERTIFICATE HOLDER

City of Pueblo
1 City Hall
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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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 22, 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 Public Works

SUBJECT: A RESOLUTION ACCEPTING THE FINDINGS OF AND ADOPTING THE NEW AIRPORT MASTER PLAN

SUMMARY:

This Resolution accepts the findings of the Airport Master Plan study conducted by Mead & Hunt, Inc. and adopts the new Airport Master Plan.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9512 was passed and approved on August 26, 2019, which accepted FAA Grant No. 3-08-0046-37-2019 and established Project No. AP1901.

Ordinance No. 9513 was passed and approved on August 26, 2019, which approved an Agreement for Professional Services for Mead and Hunt, Inc. to conduct the Airport Master Plan project.

BACKGROUND:

Airport Master Plans are recommended by the FAA. The last Airport Master Plan for the Pueblo Memorial Airport was completed in 1992, with updates completed as recently as 2007. The 1992 plan, including its updates, has been completed. An Airport Master Plan addresses the next 20-years and establishes a strategy to meet identified needs. A new plan is necessary to establish goals and expected needs for the continued modernization of the airport.

In addition to the above, FAA Grant Assurances require all airports to maintain a current Airport Layout Plan. The Airport most recently accepted a grant in 2018 which renewed this obligation. While the Pueblo Memorial Airport Layout Plan is current, it will be updated in accordance with this Resolution to reflect the future development identified by the Airport Master Plan.

FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not passed, the Airport Master Plan will not be accepted and the City will possibly come into conflict with FAA Grant Assurances.

RECOMMENDATION:

Approval of this Resolution.

Attachments:
Pueblo Memorial Airport Master Plan Executive Summary Brochure
Master Plan Project Document located at: https://www.flypueblo.com/project-documents

RESOLUTION NO. 14976

A RESOLUTION ACCEPTING THE FINDINGS OF AND ADOPTING THE NEW AIRPORT MASTER PLAN

WHEREAS, the update of the Airport Master Plan was a comprehensive effort considering all aspects of the Pueblo Memorial Airport ("Airport") facility, including but not limited to runway safety, the adequacy of the airside facilities, terminal area improvements, land acquisition needs, runway approach and landing aids, and airport area improvements; NOW, THEREFORE,

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

SECTION 1.

The City of Pueblo hereby accepts the findings of and adopts the Airport Master Plan update, which considers all aspects of the Airport facility, including but not limited to runway safety, the adequacy of the airside facilities, terminal area improvements, land acquisition needs, runway approach and landing aids, and airport area improvements.

SECTION 2.

The acceptance by the City of Pueblo of the findings and the adoption of the Airport Master Plan update is not and shall not be deemed to be the approval for nor an intent to acquire any land or to expend any funds in furtherance of the Airport Master Plan update. The Airport Master Plan update will be used as a guide for possible future expansion of aviation related services at the Pueblo Memorial Airport.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 22, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

City Clerk's Office Item # M-10

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: August 22, 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 TIFFANY GARCIA TO THE ADA ADVISORY COMMITTEE

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to the to serve a four-year term expiring August 30, 2026.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Americans with Disabilities Act (ADA) was signed into law on July 26, 1990 and was amended most recently in January 2009. The ADA is a wide-ranging civil rights law that prohibits discrimination based on disability. Disability is defined as "a physical or mental impairment that substantially limits a major life activity," such as walking, seeing, hearing, breathing, thinking, socializing, and working, for example. The ADA includes a list of impairments to major life activities. For more information about what the ADA says, go to the ADA website.

Appointments for this committee are now being processed through the Mayor's Office. Following an announcement in the Chieftain and on the City's website and social media seeking volunteers to serve on this committee, an application was received.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

The Committee recommends approval of this applicant.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:
Proposed Resolution
Application

RESOLUTION NO. 14977

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF TIFFANY GARCIA TO THE ADA ADVISORY COMMITTEE

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Tiffany Garcia to ADA Advisory Committee to serve a four-year term expiring August 30, 2026; NOW, THEREFORE;

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

SECTION 1.

The following individuals are hereby appointed to the ADA Advisory Committee to serve a four-year term expiring August 30, 2026.

Tiffany Garcia

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 August 22, 2022

BY: Vicente Martinez Ortega
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: Tuesday, August 9, 2022 11:07:40 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

	BOARDS & COMMISSIONS Application for Appointment
	(Section Break)
DATE	8/9/2022
BOARD OR COMMISSION	ADA Advisory Committee
Contact Information	
FIRST NAME	Tiffany
LAST NAME	Garcia
HOME ADDRESS	4206 Sentinel Place
CITY	Pueblo
STATE	Co
ZIP	81008
OFFICE ADDRESS	720 N Main St #320
CITY	Pueblo
STATE	Co
ZIP	81003
DAYTIME PHONE	719-406-6461
E-MAIL ADDRESS	tiffany.garcia@state.co.us
ARE YOU CURRENTLY EMPLOYED WITH	NO

THE CITY OF PUEBLO?	
ARE YOU A RESIDENT OF THE CITY OF PUEBLO?	YES
OCCUPATION (or if RETIRED, your previous occupation)	Business Outreach Specialist for The Division of Vocational Rehabilitation

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.	Currently I'm on the Board for CSBG for Pueblo County. I feel my past accomplishments working through the COVID years conducting food distributions every week for 75 weeks for a local non-profit. I was the 2021 recipient of the YWCA Community Service Woman of the Year Award for Pueblo County. I have conducted valuable outreaches in the lower income neighborhoods of Pueblo. I have taught life skills classes and Bridges Out of Poverty classes to the schools and business professionals in these neighborhoods.
2. Why are you interested in being appointed to this Board or Commission?	I feel my position with the Division of Vocational Rehabilitation as a Business Outreach Specialist positions me in the front line for ADA advisement. I currently advise businesses throughout South Eastern Colorado (Pueblo, La Junta, Lamar, Walsenburg, and Trinidad). I'm currently pursuing my ADA Coordinator Certification. My interest stems from personal to what I believe should be accessible for the people of Pueblo. So many problems could be avoided if there was a second person with ADA knowledge looking at the work site. Many times when traveling the City of Pueblo my friend who drives a scooter is unable to access. Simply because of a misplaced gate or ramp. This would be to bring more access for all disabilities. Always in a positive manner for the City of Pueblo.
3. What Goals would you like to see this Board or Commission accomplish?	I would like to see Disability Awareness Training for all City of Pueblo employees. This would assist those in the public sector on how to be aware of their language and their work spaces for their coworkers and the public. Bringing the education that providing accommodations provides accessibility to many people not just those with disabilities. Creating a positive learning experience for everyone. I would also like to educate staff of Pueblo on resources that are offered to these employees for retainment. Meaning hearing aids and physical accommodations that are available to everyone including Pueblo County employees for free or a very small fee. This includes paid education for those with physical or mental disabilities.

4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	I would be glad to answer any questions. I could also forward a resume if needed. Please contact me.
(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 Ordinance

COUNCIL MEETING DATE: August 22, 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 ESTABLISHING COMMUNITY OUTREACH PROGRAM PROJECT NO. PS2208, APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $8,042.00, TO SAID PROJECT

SUMMARY:

This ordinance authorizes the acceptance, and budgeting of an agreement with Pueblo Triple Aim in the amount of $8,042.00 for Directing Others to Service (DOTs) projects within the Pueblo Fire Department for senior services impact.

PREVIOUS COUNCIL ACTION:

Approval of a similar award in 2021.

BACKGROUND:

Through our community partnership Triple Aim applied for this grant to assist the Fire Department with funding related to the DOTs program and community outreach for senior services. They were awarded the project as the administrator with 95% of the award being donated to the Fire Department.

FINANCIAL IMPLICATIONS:

The total request will be for $8,042.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING COMMUNITY OUTREACH PROGRAM PROJECT NO. PS2208, APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $8,042.00 TO SAID PROJECT

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

SECTION 1.

Community Outreach Program Project No. PS2208 is hereby established.

SECTION 2.

A Cooperation Agreement by and between Pueblo Triple Aim, a Colorado nonprofit corporation, and the City of Pueblo, attached hereto and having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

The Mayor is hereby authorized to execute and deliver said Agreement on behalf of the City, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 4.

Funds in the amount of $8,042.00 shall be accepted from Pueblo Triple Aim and budgeted and appropriated into the Community Outreach Program Project No. PS2208 to be used solely for the purposes agreed to pursuant to the terms of the Agreement

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 attached Cooperation Agreement 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

COOPERATION AGREEMENT BETWEEN TRIPLE AIM CORPORATION AND THE CITY OF PUEBLO WITH RESPECT TO THE UNITED WAY OF PUEBLO COUNTY SENIOR SERVICES GRANT

This Cooperation Agreement ("Agreement") is entered into this 23rd day of July, 2022 by and between Pueblo Triple Aim Corporation, a Colorado nonprofit corporation ("PTAC"), and Pueblo, a municipal corporation ("City"), with respect to the United Way of Pueblo County Senior Services Grant ("Grant Agreement") awarded by United Way of Pueblo County to PTAC. A copy of the Grant Agreement is attached hereto, labelled Exhibit 1 and incorporated herein. In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Under this Agreement, PTAC will:

    a. Sign the Grant Agreement from United Way of Pueblo County.

    b. Abide by all stipulations in the Grant Agreement.

    c. Remit and pay to the City proceeds under the Grant Agreement in the amount of $8,042 ("Grant Proceeds"), which amount will be expended by City solely for the purposes set forth in the Grant Agreement.

2. Under this Agreement, the City will:

    a. Expend the Grant Proceeds in performance of the DOTS program and solely for the purposes and to perform the scope of work set forth in the Grant Agreement.

    b. Abide by all stipulations in the Grant Agreement.

    c. Provide any receipts or financial documents needed by United Way of Pueblo County to show funding was used as intended.

    d. Assist PTAC in filing reports required under the Grant Agreement.

Executed the day and year first above written.

Alexis Ellis, Executive Director on behalf of Pueblo Triple Aim Corporation	Nicholas A. Gradisar, Mayor on behalf of the City of Pueblo

ATTEST: _____
City Clerk

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 22,2022

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 ESTABLISHING 2023 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $7,400 FOR SAID PROJECT

SUMMARY:

This Ordinance establishes the SFY2023 Pueblo Area Council of Government (PACOG) Rural Transportation Planning Project, Project No. TP2201, and budgets and appropriate funds in the amount of $7,400 from the Pueblo Area Council of Governments (PACOG) Colorado Department of Transportation (CDOT) Rural Planning Grant (RPG) funds delegated through an agreement between PACOG and the City for rural transportation planning services.

PREVIOUS COUNCIL ACTION:

The establishment of the Project and budgeting of funds has been approved by City Council on an annual basis once the purchase order is issued by the State of Colorado to PACOG.

BACKGROUND:

The PACOG receives an annual award of funds from CDOT for rural and statewide transportation planning and associated allowable expenses that provides $7,400 in RPG funds to PACOG for July 1, 2022 through June 30, 2023. The City and PACOG annually enters a delegation agreement that authorizes the City to complete the transportation planning tasks on behalf of PACOG and be reimbursed at 100% for eligible expenses. This Ordinance establishes the TP2201 Pueblo Rural Transportation Planning Project and budgets and appropriates funds in the amount of $7,400 allocated for PACOG to complete rural transportation planning services in compliance with the state requirements for the use of the RPG grant funds.

FINANCIAL IMPLICATIONS:

Funds in the amount of $7,400 shall be budgeted and appropriated for the Rural Transportation Planning Project. It is estimated that approximately two (2%) of the Project cost or approximately $150 in staff time from the Finance department will be expended on the Project.

BOARD/COMMISSION RECOMMENDATION:

The Rural Planning Grant funding is included as a component of the Delegation Agreement between the City of Pueblo and PACOG and approved by Ordinance No. 10035 on November 8, 2021.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If City Council does not approve this Ordinance, the CDOT funding will not be expended by the City's Urban Transportation Planning Division and funds for transportation planning outside of the urbanized area, and travel expenses for outside of Pueblo will not be reimbursed through these funds.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Proposed Ordinance
CDOT Purchase Order

ORDINANCE NO. _____

AN ORDINANCE ESTABLISHING 2023 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF $7,400 FOR SAID PROJECT

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

SECTION 1.

The 2023 Pueblo Rural Transportation Planning Project No. TP 2201 is hereby established.

SECTION 2.

Funds in the amount of $7,400 from the SFY2023 Pueblo Area Council of Governments (PACOG) Rural Transportation Planning Grant as authorized in the 2021 City and PACOG Delegation Agreement approved by Ordinance No. 10035 on November 8, 2021 are hereby budgeted and appropriated for said Project.

SECTION 3.

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

Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Buyer: Natalie Martinez
Phone Number: 303-757-9374
Agency Contact: KAREN PETERSON
Phone Number: 303-757-9760

DATE: 07/12/2022

IMPORTANT
The PO# and Line# must appear on all invoices, packing slips, cartons and correspondence

Purchase Order
State of Colorado

PO# 411032030
Award#:
BID#:

Vendor Master#: 2000241
Phone: 719-583-6379
Vendor Contact: LOUELLA SALAZAR

VENDOR
PUEBLO AREA COUNCIL OF GOVERNMENTS
229 WEST 12TH STREET
PUEBLO CO 81003-2810

Invoice
TO: CDOT DTD Business Office
2829 W. Howard Place
Denver CO 80204

Payment will be made by this agency

Ship
TO: Colorado Dept of Transportation
2829 W. Howard Place
Denver CO 80204

Delivery/Installation Date: **06/30/2023**

INSTRUCTIONS TO VENDOR

1. If for any reason, delivery of this order is delayed beyond the delivery/Installation date shown, please notify the agency contact named at the top left (Right of cancellation is reserved in instances in which timely delivery is not made). 2. All chemicals, equipment and materials must conform to the standards required by OSHA. 3. NOTE: Additional terms and conditions on reverse side or at address shown in Special Instructions.

SPECIAL INSTRUCTIONS

LINE	PRODUCT NUMBER PRODUCT CATEGORY DESCRIPTION	UOM PLANT	QUANTITY	UNIT COST	TOTAL ITEM COST
00001	96287 FY23 Rural Planning Assistance	AU 7001	7,400.00	1.00	7,400.00

DOCUMENT TOTAL: 7,400.00

THIS PO IS ISSUED IN ACCORDANCE WITH STATE AND FEDERAL REGULATIONS
https://www.codot.gov/business/procurement-and-contract-services/purchase-order-terms-and-conditions/purchase-order-terms-and-conditions/view

DP-01 (R-02/06)

FOR THE STATE OF COLORADO

Authorized Signature **Date**

Signature not required if PO transmitted electronically.

City Clerk's Office Item # N-3

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 22, 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 1221 EAST ABRIENDO AVENUE FROM B-4, CENTRAL BUSINESS DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD

SUMMARY:

The applicant is requesting to rezone 1221 East Abriendo Avenue from B-4, Central Business District to CCN, Commercial Charter Neighborhood.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Currently, the subject property sits in a large area of B-4 zoned land in Bessemer centered around Northern Avenue and zoned as such since 1968. The B-4 served as a district for mixed commercial uses to serve the Bessemer neighborhood when the steel mill was at its height, but the area has undergone numerous changes in the intervening 54 years. While many commercial store fronts on Northern and adjoining streets were zoned appropriately, many single-family homes were rezoned B-4 with an aspiration that commercial uses would expand a block out from each side of Northern Avenue. The reduction in the demand for small commercial space has resulted in high vacancy in the adjoining area and the homes continuing as residential uses. Periodically residential owners have rezoned their properties R-4 in the area. The R-4 Zone District requires a 50-foot lot width, 1221 East Abriendo has a 37.5-foot lot width; therefore, the applicants are requesting a zone change to Commercial Charter Neighborhood which allows a minimum 25-foot lot width and a mixture of commercial and residential uses. The building at 1221 East Abriendo Avenue was listed as a single-family residence in 1968 according to the City Directories, but sometime after 2005 it was converted into a duplex. Duplexes, granny flats, house conversions to multifamily, have been common in the Bessemer Neighborhood and the expansion of housing options is appropriate in the area. While R-4 makes up most of the surrounding residential area; the CCN Zone District was created to maintain the character of the City's original neighborhoods, often

referred to as Charter Neighborhoods. The zone district is designed to retain and conserve suitable areas for commercial, office, and mixed-use development that primarily serve the residents of the surrounding neighborhood. The CCN allows the residential use to change to a low-level commercial use if conditions change in the future. A duplex is a use by right in a CCN and one other duplex is located on the 1200 block of Abriendo just north. The property complies with all performance standards except the rear parking is gravel and not paved. The applicant received a variance to "reduce off-street parking requirements (paving material) from the Zoning Board of Appeals on July 26, 2022.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their June 8, 2022 Regular Meeting, voted 7-0 to recommend approval with the condition to pave on parking space adjacent to the alley or apply for a variance to allow the space to remain gravel prior to City Council review.

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 June 8, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO._____

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 1221 EAST ABRIENDO AVENUE FROM B-4, CENTRAL BUSINESS DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD

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-4 Central Business District to CCN, Commercial Charter Neighborhood Zone District:

1221 E. Abriendo Avenue
N ½ of Lot 42 and all of Lot 43, Block 49, City Hall Place

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_____

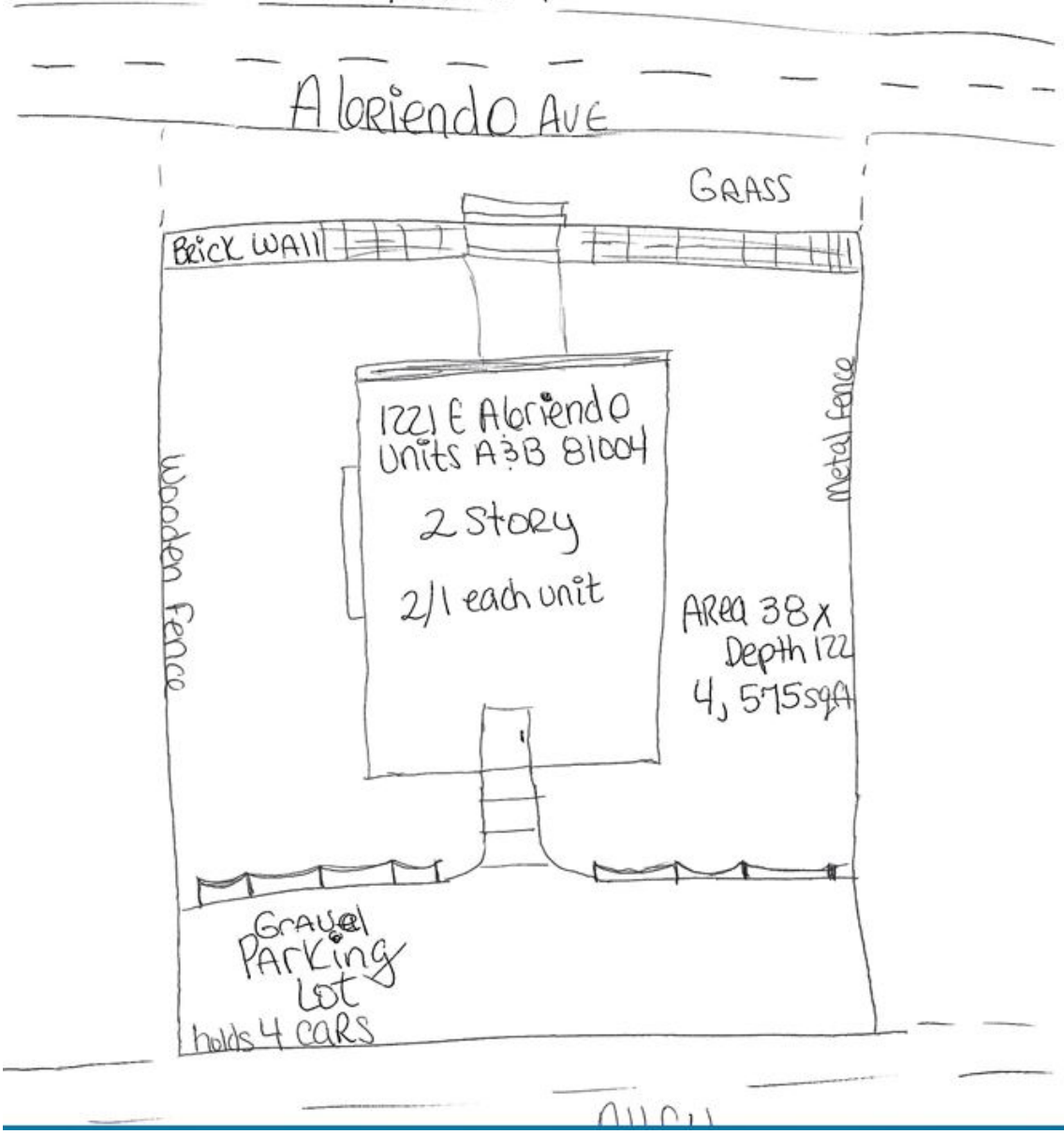
☐ Council action on _____failed to override the Mayor's veto.

_____
President of City Council

ATTEST

_____
City Clerk

Legal 10/2 of Lots 42 & ALL Lot 43
BLK 49 CHY HALL PL



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, June 8, 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 3:31 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; and Joe Martellaro, Associate Engineer II.

APPROVAL OF THE JUNE 8, 2022 AGENDA:

Bailey moved to approve the June 8, 2022 agenda with S-22-06 North Vista Filing No. 5 Subdivision and Z-22-04 Keating School Rezoning continued to the July 13, 2022 Planning and Zoning Commission Public Hearing.

Second by Spinuzzi, motion carried 7-0.

PUBLIC HEARING AND ACTION

1. **Z-22-06-1221 E Abriendo Ave.-** Rezoning 4,575 sq. ft. from B-4 (Central Business District) to CCN (Commercial Charter Neighborhood) Staff report by Sr. Planner Wade Broadhead
Staff report by Beritt Odom.

Staff report by Wade Broadhead

BACKGROUND AND ANALYSIS:
Currently, the subject property sits in a large area of B-4 zoned land in Bessemer centered around Northern Avenue and zoned as such since 1968. The B-4 served as a district for mixed commercial uses to serve the Bessemer neighborhood when the steel mill was at its height, but the area has undergone numerous changes in the intervening 54 years. While many commercial store fronts on Northern and adjoining streets were zoned appropriately, many single-family homes were rezoned B-4 with an aspiration that commercial uses would expand a block out from each side of Northern Avenue. The reduction in the demand for small commercial space has resulted in high vacancy in the adjoining area and the homes continuing as residential uses. Periodically residential owners have rezoned their properties R-4 in the area (see figure D). The R-4 Zone District requires a 50-foot lot width, 1221 E. Abriendo has a 37.5-foot lot width; therefore, the applicants are requesting a zone change to Commercial Charter Neighborhood which allows a minimum 25-foot lot width and a mixture of commercial and residential uses.

The building at 1221 E. Abriendo Avenue was listed as a single-family residence in 1968 according to the City Directories, but sometime after 2005 it was converted into a duplex. Duplexes, granny flats, house conversions to multifamily, have been common in the Bessemer Neighborhood and the expansion of housing options is appropriate in the area. While R-4 makes up most of the surrounding residential area; the CCN Zone District was created to maintain the character of the City's original neighborhoods, often referred to as Charter Neighborhoods. The zone district is designed to retain and conserve suitable areas for commercial, office, and mixed-use development that primarily serve the residents of the surrounding neighborhood. The CCN allows the residential use to change to a low-level commercial use if conditions change in the future. A duplex is a use by right in a CCN and one other duplex is located on the 1200 block of Abriendo just north. The property complies with all performance standards except the rear parking is gravel and not paved. The applicant will have to pave the two required spaces or ask the Zoning Board of Appeals for a waiver which is allowed in CCN. Mr. Broadhead stated that he received 18 letters of support, five of the letters were included in the staff report.

COMPREHENSIVE PLAN COMPLIANCE:
The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Urban Mixed Use. Urban Mixed Use land use classifications are reserved for the central business district as are "parts of Northern Avenue". According to Pueblo's Comprehensive Plan, "Some higher density, freestanding residential may also fit in this land use category". This rezoning will accommodate a higher density residential use and allow the flexibility for later small-scale retail commercial uses to emerge if conditions change, both of which are in line with the Urban Mixed Use category designation. Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVE with the following conditions:**

- Pave one parking space adjacent to the alley or apply for a variance to allow the space to remain gravel.

QUESTIONS OF STAFF:

Cheryl Spinuzzi – Where is the entrance for the duplex? Broadhead deferred to the applicant.

HEARING:

Don Etherton/Prairie Fire LLC, property owner and applicant testified in favor of the application.

Spinuzzi asked if the Etherton residence is currently a single-family residence and if he wants to convert the residence to a duplex. The applicant stated that it is currently a duplex but inhabited by one family. The rear entrance provides access to the second residence on the second floor.

No one spoke in opposition.

COMMISSION ACTION:
Bailey moved to approve Z-22-06 with staff condition that the applicant pave the required parking area or request a variance for the parking requirement. Second by Aznar.

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-22-06

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Senior Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	June 8th, 2022
SUBJECT:	Rezone from B-4, Central Business District to CCN, Commercial Charter Neighborhood District
APPLICANT:	Don Etherton / Prairie Fire LLC.
PROPERTY OWNER:	Same
LOCATION:	1221 E. Abriendo Avenue N ½ of Lot 42 and all of Lot 43, Block 49, City Hall Place
CONCURRENT REQUESTS:	None

REQUEST:
The applicant is requesting to rezone1221 E. Abriendo Ave. a 4,575 Sq ft parcel from B-4, Central Business District to CCN, Commercial Charter Neighborhood.

BACKGROUND AND ANALYSIS:
Currently, the subject property sits in a large area of B-4 zoned land in Bessemer centered around Northern Avenue and zoned as such since 1968. The B-4 served as a district for mixed commercial uses to serve the Bessemer neighborhood when the steel mill was at its height, but the area has undergone numerous changes in the intervening 54 years. While many commercial store fronts on Northern and adjoining streets were zoned appropriately, many single-family homes were rezoned B-4 with an aspiration that commercial uses would expand a block out from each side of Northern Avenue. The reduction in the demand for small commercial space has resulted in high vacancy in the adjoining area and the homes continuing as residential uses. Periodically residential owners have rezoned their properties R-4 in the area (see figure D). The R-4 Zone District requires a 50-foot lot width, 1221 E. Abriendo has a 37.5-foot lot width; therefore, the applicants are requesting a zone change to Commercial Charter Neighborhood which allows a minimum 25-foot lot width and a mixture of commercial and residential uses.

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Neighborhoods. The zone district is designed to retain and conserve suitable areas for commercial, office, and mixed-use development that primarily serve the residents of the surrounding neighborhood. The CCN allows the residential use to change to a low-level commercial use if conditions change in the future. A duplex is a use by right in a CCN and one other duplex is located on the 1200 block of Abriendo just north. The property complies with all performance standards except the rear parking is gravel and not paved. The applicant will have to pave the two required spaces or ask the Zoning Board of Appeals for a waiver which is allowed in CCN.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The project is in an area of single-family residences and small commercial storefront. Gus's, La Tronica's and other establish neighborhood commercial businesses are located a block away.

- **Neighborhood Compatibility:**

North	B-4 mostly single-family residences, vacant neighborhood tavern, and a vacant auto body use. bar
East	B-4, single-family and duplex residential uses.
South	B-4, single-family residences.
West	B-4, multifamily residential, single-family residential, and commercial uses.

- **Comprehensive Plan Compliance:**
  The proposed rezoning request conforms with the Pueblo Comprehensive Plan designation of Urban Mixed Use. Urban Mixed Use land use classifications are reserved for the central business district as are "parts of Northern Avenue". According to Pueblo's Comprehensive Plan, "Some higher density, freestanding residential may also fit in this land use category". This rezoning will accommodate a higher density residential use and allow the flexibility for later small-scale retail commercial uses to emerge if conditions change, both of which are in line with the Urban Mixed Use category designation. Staff has determined that the proposed rezoning is consistent with the comprehensive plan designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- Minimum lot size and area:
  - The CCN Zone District requires a minimum of 2,500 square foot of lot area, with a minimum of 25-foot-wide street frontage.
  - 1221 E. Abriendo Ave. is 4,575 square feet and has a lot width of 37.5-feet along Abriendo Ave. The existing site has been reviewed, and it complies with the minimum lot area and width for the proposed zone district.

- Lot coverage:
  - The property meets all side, front and rear yard setbacks.
  - The current structure on the property meets with maximum lot coverage and floor area ratio.
  - At the time of building permit, any additional structures will be required to comply with the lot coverage and floor area ratio requirements.

- **Zone District performance standards:**
  The CCN Performance Standards provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood and are described in detail below:

1. **Parking Standards, Sec 17-4-42**
   - Single and two-family dwellings need to provide one permanent parking space per unit (two total), the applicant is providing four. **The current parking is gravel and will need to be paved.**
   - Section 17-4-5(4)(a) allows the owners to apply the Zoning Board of Appeals to vary and off-street parking requirements in this chapter to promote flexibility in design. **The applicant may apply for a variance to waive the paving requirement.**

2. **Landscape Standards.**
   - A duplex use in the CCN Zone District does not trigger the requirements in CCN for three or more-unit residential developments.
   - The applicant has no plans for additional improvements or buildings.
     Section 17-4-5(1), g. of the Pueblo Municipal Code (PMC) provides the requirements for outdoor storage.
3. **Additional Performance Standards.**
   - Sections 17-4-5(1)g.5 and 6. of the Pueblo Municipal Code (PMC) provide additional requirements for properties zoned CCN, which are adjacent to minor arterials, collectors and local streets.
   - Additional performance standards will be reviewed at the time of commercial site plan request if any projects are planned in the future.

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.**

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 use the property as a duplex.**

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 been provided.**

A statement of the proposed time schedule for beginning and completion of development.

- ❑ Comments **The applicant indicated that duplex is already in use.**

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, but the use is already occurring and appears viable.**

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 **APPROVE with the following conditions:**

1. Pave one parking space adjacent to the alley or apply for a variance to allow the space to remain gravel.

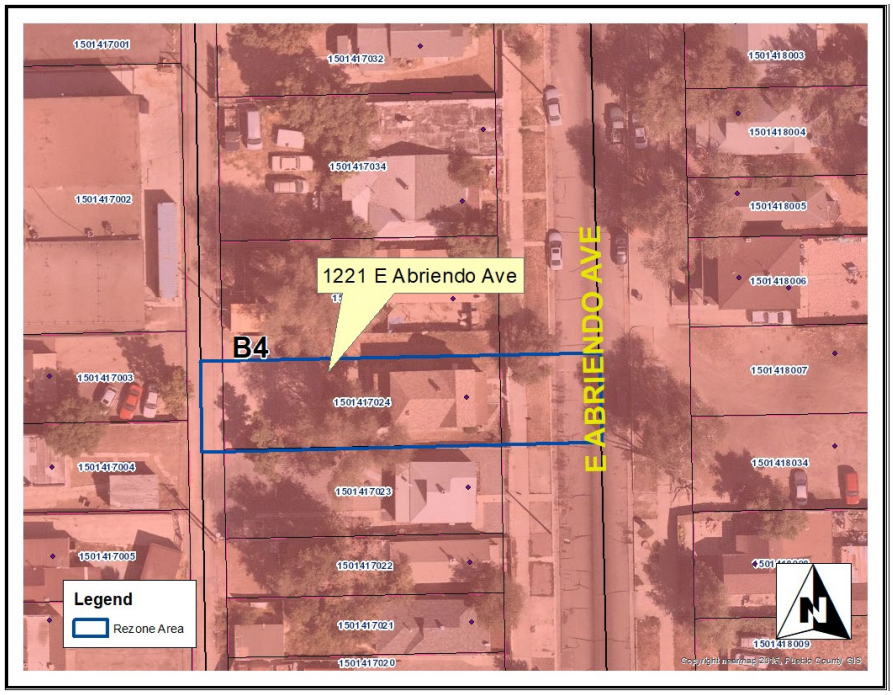
ATTACHMENTS:

- **A. Arial Photograph**
- **B. Zoning Map**
- **C. Comprehensive Plan Map**
- **D. Vicinity Map Showing neighboring rezones to residential uses**
- **E. Site Photographs**
- **F. CCN District Information Sheet**
- **G. Application and Statement of Facts**
- **H. Rezoning Map Exhibit**

ATTACHMENTS:



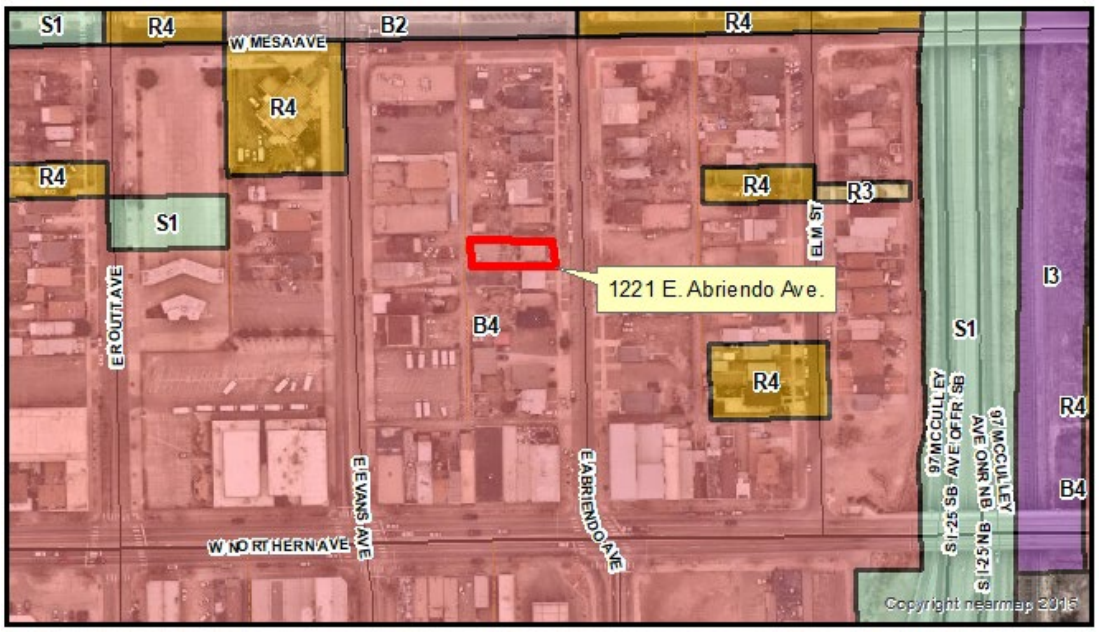
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Vicinity Map Showing neighboring rezones to residential uses



Looking West from Abriendo Ave.



Parking area in the rear along the alley.

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: Donald Etherton

Company: Prairie Fire Properties LLC

Address: 1221 E. Abriendo Ave | Zip: 81004

Phone: (720-210-8339 | Email: don@prairiefiresllc.com

Applicant

Name: Donald Etherton

Company: Prairie Fire Properties LLC

Address: 85 N> Grant St , Wickenburg, AZ | Zip: 85390

Phone: (720-210-8339 | Email: don@prairiefiresllc.com

Person or Firm Representing (If Different From) Owner or Applicant

Name:

Company:

Address: | Zip:

Phone: ( ) | Email:

*The **applicant** will be the primary contact unless otherwise noted.*

Project Location:
(address or general description) 1221 E. Abriendo Ave

Parcel#

Legal Description:

Subdivision: Acreage:

Existing Zone District: B-4

Proposed Zone District: CCN

urpose 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):_____

_____

ntinued from previous page)

tatement of Facts:

ustifying the zone change request. Be specific; use additional sheets if necessary.

escription of area surrounding proposed development:

general description of the proposed development to the distance which will be affected; such description cluding subjects of environmental effect, economic effect and traffic effect, if any; and such description rried out in scope and detail to the extent needed to support the requested amendment and as may be quired by the Planning and Zoning Commission.

☐ A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

stimated date for beginning project:

stimated date for completion of project:

statement reasonably indicating the applicant's economic responsibility and capability of accomplishing he 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)**

y signing below, the Property Owner and Applicant are representing that each understands and agrees to he following terms:

Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the urposes of reviewing and processing the application, including Certificate of Occupancy Inspections.

Zoning Compliance (Completed by City Staff)

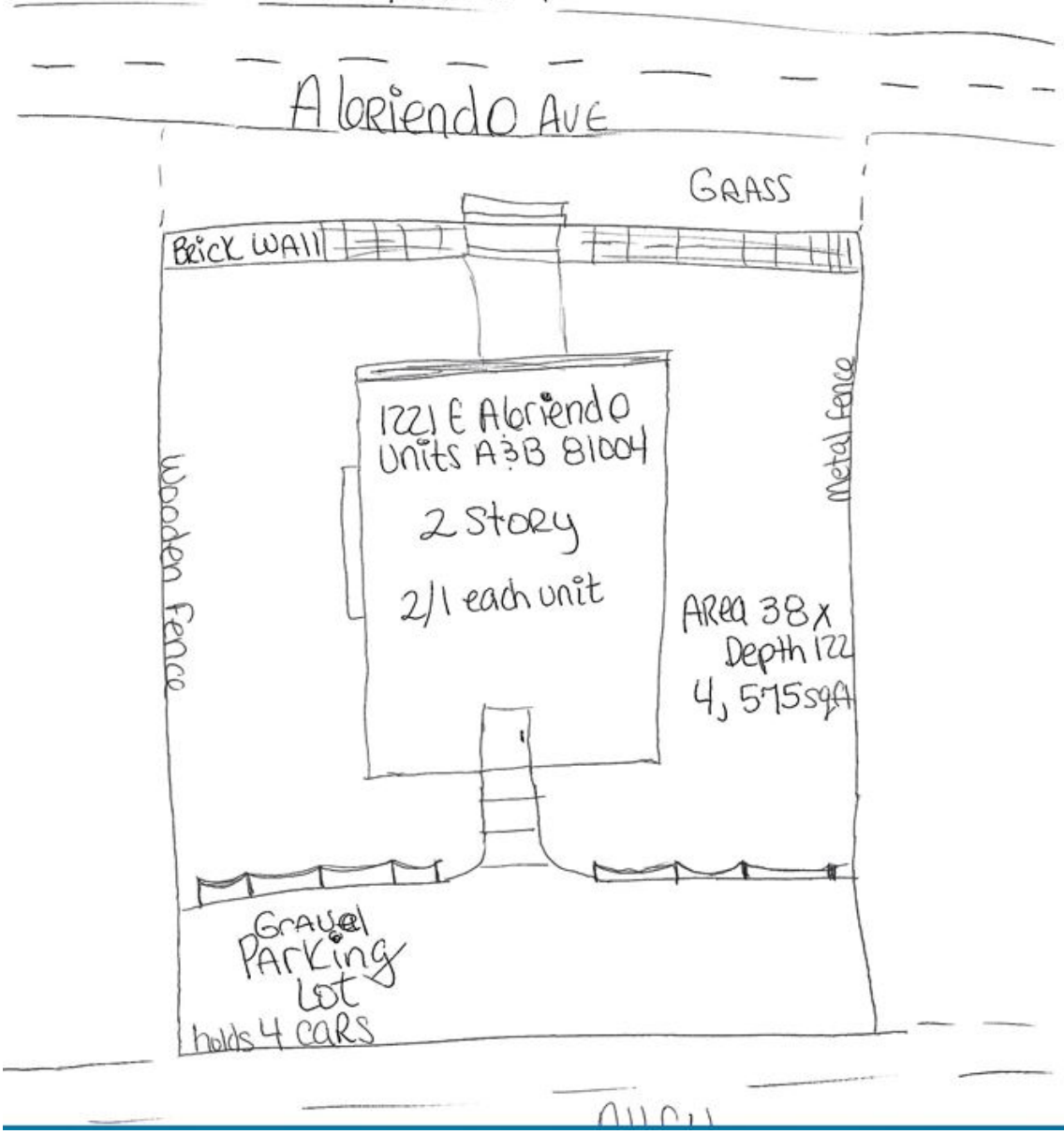
Application received by:	Date:
Application checked for completeness by:	Date:
Case Manager:	Fee Paid:
Hearing date: ☐ Approved ☐ Denied ☐Approved w/conditions	

211 East D Street | Pueblo, Colorado 81003 | Tel 719-553-2259 | Fax 719-553-2359 | TTY 719-553-2611 | www.pueblo.us

. There are no known hazards or vicious animals present on the subject property.
. All information contained in this application, is true and accurate to the best of my knowledge.
. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of pproval are conveyed with the acceptance of this application.

Print Name:	Donald Etherton	
Signature:	X	Date: 5/18/2022
Print Name:		
Signature:		Date:

Legal 10/2 of Lots 42 & ALL Lot 43
BLK 49 CHY HALL PL



May 20, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Mike Pearson / Ryan and Robin** for the approval of the following application(s):

Z-22-06: 1221 E. Abriendo Avenue rezoning approximately 4,575 sq. ft. located at 1221 E. Abriendo Avenue legally described as the north ½ of Lot 42 and all of Lot 43, Block 49, City Hall Place, currently zoned B-4, (Central Business District) being rezoned to CCN (Commercial Charter Neighborhood District).

The Planning and Zoning Commission meeting will be held on June 8th, 2022, at 3:30 p.m., by Zoom: Meeting ID:927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston)) or in-person at 1 City Hall Pl (3rd Floor City Council Chambers). 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
Wade Broadhead, Sr. Planner
(719) 553-2280

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Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

CASE NUMBER Z-22-06

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 1221 E Abriendo Avenue 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.

5-20-22
(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 1221 E Abriendo Avenue, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

5-20-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By KAREN ELGIN

Owner	OwnerStree	OwnerCity	Ow	OwnerZip
RYAN + ROBIN LLC	101 N MAIN ST	PUEBLO	CO	81001-3232
COLORADO CITY HOLDINGS LLC	11307 BELL CROSS CIR	PARKER	CO	80138-8766
LUSERO JAMES	12 BARRINGTON CT	PUEBLO	CO	81005-3517
ROME ENTERPRISES LLC	120 S 6TH ST STE 2100	MINNEAPOLIS	MN	55402-1823
MORALES MARIA L	1200 E EVANS AVE	PUEBLO	CO	81004-2905
BENAVIDEZ ROXY M + FUENTEZ D/	1201 E ABRIENDO AVE	PUEBLO	CO	81004-2901
BOYD SLADE C/BOYD AMELIA A	1201 E EVANS AVE	PUEBLO	CO	81004-2904
CARHUAMACA JANETH	1209 E ABRIENDO AVE	PUEBLO	CO	81004-2901
RAY ALBERT + RAY DONNA	1210 E ABRIENDO AVE	PUEBLO	CO	81004-2902
BARELA DONNA	1211 E ABRIENDO AVE	PUEBLO	CO	81004-2902
JOHNSON NATASHA K	1213 ELM ST	PUEBLO	CO	81004-2955
ALLEN BRYAN	1214 E ABRIENDO AVE	PUEBLO	CO	81004-2902
ERB HAROLD + ERB TASHICA	1217 E ABRIENDO AVE	PUEBLO	CO	81004-2901
MAURELLO VITO + MAURELLO JA(	1217 E EVANS AVE	PUEBLO	CO	81004-2904
BOUGHTON SCOTT M	1217 ELM ST	PUEBLO	CO	81004-2955
RAMIREZ RAQUEL	1218 E ABRIENDO AVE	PUEBLO	CO	81004-2969
GREER MITCHAL L	1223 ELM ST	PUEBLO	CO	81004-2955
MONTOYA TONIANN M	1227 ELM ST	PUEBLO	CO	81004-2955
PADILLA DONNA MARIE	1235 E ABRIENDO AVE	PUEBLO	CO	81004-2901
MONTOYA GILBERT A + MONTOYA	1237 ELM ST	PUEBLO	CO	81004-2955
SOUTHERN COLORADO HARM RED	1249 E ROUTT AVE	PUEBLO	CO	81004-2908
HOLMAN ANDREW P/HOLMAN VE	13 FULL MOON CT	PUEBLO	CO	81001-1874
MERCADO ARMANDO	134 SAN CARLOS RD	PUEBLO	CO	81005-2642
BUMSTEAD ANGELA KATHRYN	140 W 29TH ST # 323	PUEBLO	CO	81008-1034
CASADOS CHARLIE JOHN/CASADO!	143 MELROSE AVE	PUEBLO	CO	81004-1050
GAGLIANO VINCENT A	145 FORDHAM CIR	PUEBLO	CO	81005-1614
GRADISHAR WILLIAM B + GRADISH	152 BRIDLE TRL	PUEBLO	CO	81005-2648
PUEBLO COUNTY + GARY RASO	215 E PITKIN AVE	PUEBLO	CO	81004-2111
DANGREMOND SAMUEL T + DANG	216 DUNSMERE AVE	PUEBLO	CO	81004-1027
LARA ELIZLABETH M	217 VAN BUREN ST	PUEBLO	CO	81004-1818
PIZZABOI ENTERPRISES LLC	232 S UNION AVE	PUEBLO	CO	81003-3428
RABELO SERGIO / PINTO REBECA /	2325 SPRUCE ST	PUEBLO	CO	81004-3947
WITTY KATHLEEN S/WITTY FRANK	27965 HILLSIDE RD	PUEBLO	CO	81006-9743
MERCADO MIGUEL	2834 LAKE AVE	PUEBLO	CO	81004-3831
JAVARAS HARRY MIKE REVOCABLE	29306 N 130TH DR	PEORIA	AZ	85383-5219
MANZANARES ROBERT DEAN + M/	3 OSPREY CT	PUEBLO	CO	81005-5537
DOMINGUEZ THOMAS R JR	305 W NORTHERN AVE	PUEBLO	CO	81004-3109
LAYTON WILLIAM H	3225 BRENNER PL	COLORADO SPRINGS	CO	80917-5808
CASAS MARCUS LLC	4566 CASTLEPOINT DR	COLORADO SPRINGS	CO	80917-1365
PACHECO SAMUEL J	47 WILLIS CIRCLE	RYE	CO	81069-8697
D L L LLC	503 N MAIN ST STE 720	PUEBLO	CO	81003-3143
GRAY GARY L	528 ALFREDO AVE	WALSENBURG	CO	81089-1932
BANEGAS FIDELIA	5545 ANAHEIM WAY	DENVER	CO	80239-3737
MC PHERSON TONY/MC PHERSON	5664 VERDE RD	PUEBLO	CO	81004-9735
GUERIN PHILIP ANDREW	5800 E COLFAX AVE	DENVER	CO	80220-1507
HULTSMAN ST CLAIR	5949 MAGAZINE ST	NEW ORLEANS	LA	70115-3220

GARCIA CHRISTOPHER/GARCIA TH	624 COLORADO AVE	PUEBLO	CO	81004-2015
NUNEZ RONALD S/NUNEZ GENIEV	702 E MESA AVE	PUEBLO	CO	81006-1023
PRICE FRANCES P C/O RICHARD T F	7787 RADCLIFF ST	LAS VEGAS	NV	89123-0904
GAGLIANO ANTHONY C + GAGLIAN	89 PRINCETON ST	PUEBLO	CO	81005-1909
TOTAL LONGTERM CARE INC	8950 E LOWRY BLVD	DENVER	CO	80230-7030
QUIJADA CARLOS ANDRES	921 E 14TH ST	PUEBLO	CO	81001-2926
PIONEER INVESTMENTS LLC	PO BOX 11214	DENVER	CO	80211-0214
GOMEZ LUNA WALTER MAURICIO	PO BOX 172851	DENVER	CO	80217-2851
MISSION PROPERTIES LLC	PO BOX 448	RYE	CO	81069-0448
P P F NEWCO LLC	PO BOX 51012	COLORADO SPRINGS	CO	80949-1012

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 22, 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 TWO 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS LOCATED WITHIN BLOCKS 3, 4 AND 5, VILLA BELLA SUBDIVISION, FILING NO. 1 AND UNIMPROVED CBI DRIVE AND THE EASTERN PORTION OF UNIMPROVED NAPOLI WAY

SUMMARY:

The applicant is requesting to vacate two 20-foot utility drainage easements located within blocks 3, 4, and 5 in the Villa Bella Subdivision, Filing No.1 and to vacate unimproved CBI Drive and the eastern portion of unimproved Napoli Way generally located south of Rawlings Boulevard, west of Bergamo Drive and east of Thunderwolf Drive. The applicant is concurrently requesting to subdivide 48.240-acres into 375 residential lots and is also requesting to change the street name of Napoli Way to Medici Way.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

CBI Drive, Napoli Way and the Public Utility and Drainage Easements proposed to be vacated were subdivided in 2009 with the Villa Bella, Filing No. 1 Subdivision. At the time, CBI Drive, Napoli Way, and the drainage/utility easements were intended to provide drainage and utility service to multiple lots designated for commercial and office uses. Jeff Mark, property owner, is requesting to re-subdivide a portion of Villa Bella, Filing No. 1 to facilitate single-family residential development. Villa Bella, Filing No. 2, includes drainage and utility easements to serve the proposed single-family residential lots. CBI Drive and the eastern portion of Napoli Way will no longer be necessary to provide access to the previously platted commercial lots. Both streets will be replaced by local roadways, running north and south, to service the proposed single-family residential lots within the Villa Bella, Filing No. 2 Subdivision. The western portion of

Napoli Way will remain to provide access to Lots 43 to 193; however, the proposed subdivision shows Napoli Way being renamed to Medici Way, which will requires an approved Street Name Change. The Street Name Change to change Napoli Way to Medici Way was recommended for approval by City Council on August 10, 2022.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their July 13, 2022, Regular Meeting, voted 6-0 to recommend approval, Commissioner Avalos absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance, the public utility and drainage easements located within blocks 3, 4 and 5, Villa Bella Subdivision, Filing No. 1 and unimproved CBI Drive and the eastern portion of unimproved Napoli Way will remain and the proposed Villa Bella, Filing No. 2 Subdivision will not be approved.

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 July 13, 2022 Public Hearing
Memorandum from the Department of Public Works Dated_____, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE VACATING TWO 20-FOOT PUBLIC UTILITY AND DRAINAGE EASEMENTS LOCATED WITHIN BLOCKS 3, 4 AND 5, VILLA BELLA SUBDIVISION, FILING NO. 1 AND UNIMPROVED CBI DRIVE AND THE EASTERN PORTION OF UNIMPROVED NAPOLI WAY

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

SECTION 1.

The following described street:

A STREET AND EASEMENT VACATION FOR CBI DRIVE AND A PORTION OF NAPOLI WAY, AND DRAINAGE AND UTILITY EASEMENTS LOCATED WITHIN BLOCKS 3, 4, AND 5 ACCORDING TO THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE N01°51'33"W ALONG THE EAST LINE THEREOF, 411.33 FEET;
THENCE S88°08'27"W ALONG THE NORTH LINE THEREOF, 31.15 FEET;
THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE SOUTH LINE OF LOT 3, BLOCK 4 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE N88°08'27"E ALONG SAID SOUTH LINE, 31.15 FEET;
THENCE N01°51'33"W ALONG THE EAST LINE OF LOTS 3 AND 4, BLOCK 4, "VILLA BELLA SUBDIVISION, FILING NO. 1", 527.84 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY;
THENCE N88°08'27"E ALONG SAID SOUTH LINE, 60.00 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 3 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE S01°51'33"E ALONG THE WEST LINE OF LOTS 1 AND 6, BLOCK 3, "VILLA BELLA SUBDIVISION, FILING NO. 1", 527.84 FEET;
THENCE N88°08'27"E ALONG THE SOUTH LINE OF LOTS 1, 2, AND 3, BLOCK 3, "VILLA BELLA SUBDIVISION, FILING NO. 1", 509.85 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE;
THENCE S01°51'33"E ALONG SAID WEST LINE, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 2 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE S88°08'27"W ALONG THE NORTH LINE OF LOTS 1, 2, AND 3, BLOCK 2 "VILLA BELLA SUBDIVISION, FILING NO. 1", 509.85 FEET;
THENCE S01°51'33"E ALONG THE WEST LINE OF LOT 1, BLOCK 2, "VILLA BELLA SUBDIVISION, FILING NO. 1", 412.50 FEET TO THE TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;
THENCE S89°15'26"W ALONG SAID SOUTH LINE, 60.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: THE 20-FOOT-WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 3 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST- WEST LOT LINE COMMON TO LOTS 1, 2, 3, 4, 5, AND 6 OF SAID BLOCK 3;

TOGETHER WITH: THE 20-FOOT-WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 4 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST- WEST LOT LINE COMMON TO LOTS 1, 2, 3, 4, AND 5 OF SAID BLOCK 4;

TOGETHER WITH: THE 20-FOOT-WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 5 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST- WEST LOT LINE COMMON TO LOTS 1 AND 2 OF SAID BLOCK 5.

is hereby vacated.

SECTION 2.

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

SECTION 3.

This Ordinance shall be approved but shall not become effective until the final vacation plat is recorded in the office of the Pueblo County Clerk and Recorder. If the vacation plat is not recorded within one (1) year after of this Ordinance, or within any extended period granted by Ordinance of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the applicant. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

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

VILLA BELLA SUBDIVISION, FILING NO. 1

STREET AND EASEMENT VACATION

LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

STREET AND EASEMENT VACATION DESCRIPTION:

A STREET AND EASEMENT VACATION FOR CBI DRIVE AND A PORTION OF NAPOLI WAY, AND DRAINAGE AND UTILITY EASEMENTS LOCATED WITHIN BLOCKS 3, 4, AND 5 ACCORDING TO THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

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THENCE N01°51'33"W ALONG THE EAST LINE OF LOTS 3 AND 4, BLOCK 4, "VILLA BELLA SUBDIVISION, FILING NO. 1", 527.84 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY;
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THENCE N88°08'27"E ALONG THE SOUTH LINE OF LOTS 1, 2, AND 3, BLOCK 3, "VILLA BELLA SUBDIVISION, FILING NO. 1", 509.85 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE;
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THENCE S01°51'33"E ALONG THE WEST LINE OF LOT 1, BLOCK 2, "VILLA BELLA SUBDIVISION, FILING NO. 1", 412.50 FEET TO THE TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;
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TOGETHER WITH: THE 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 3 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST-WEST LOT LINE COMMON TO LOTS 1, 2, 3, 4, 5, AND 6 OF SAID BLOCK 3;

TOGETHER WITH: THE 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 4 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST-WEST LOT LINE COMMON TO LOTS 1, 2, 3, 4, AND 5 OF SAID BLOCK 4;

TOGETHER WITH: THE 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 5 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST-WEST LOT LINE COMMON TO LOTS 1 AND 2 OF SAID BLOCK 5.

RESERVATIONS:

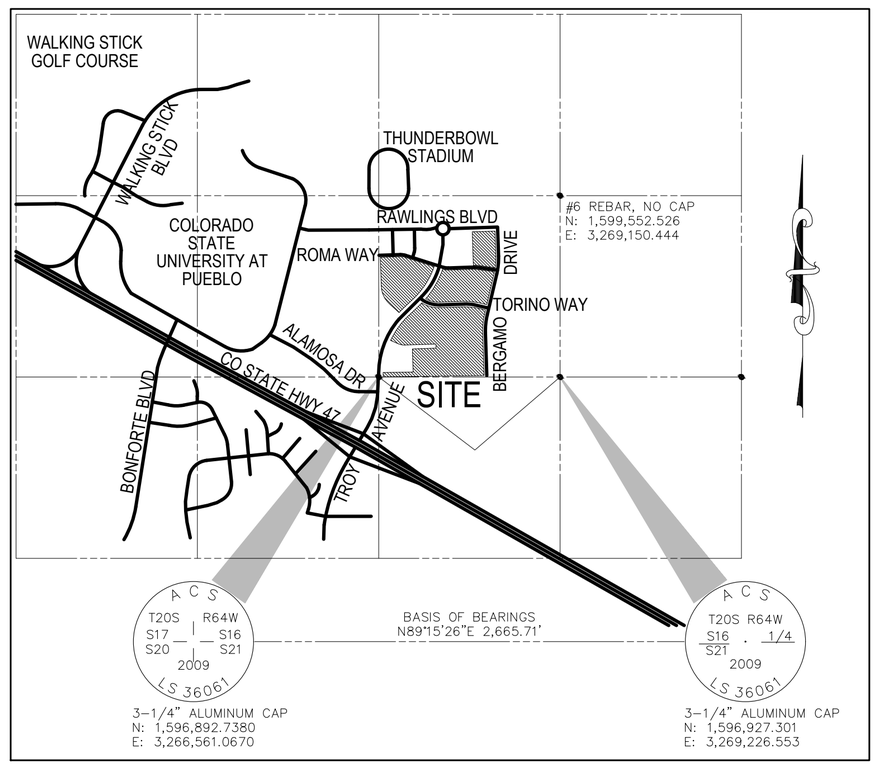
NONE

PURPOSE:

RESUBDIVISION

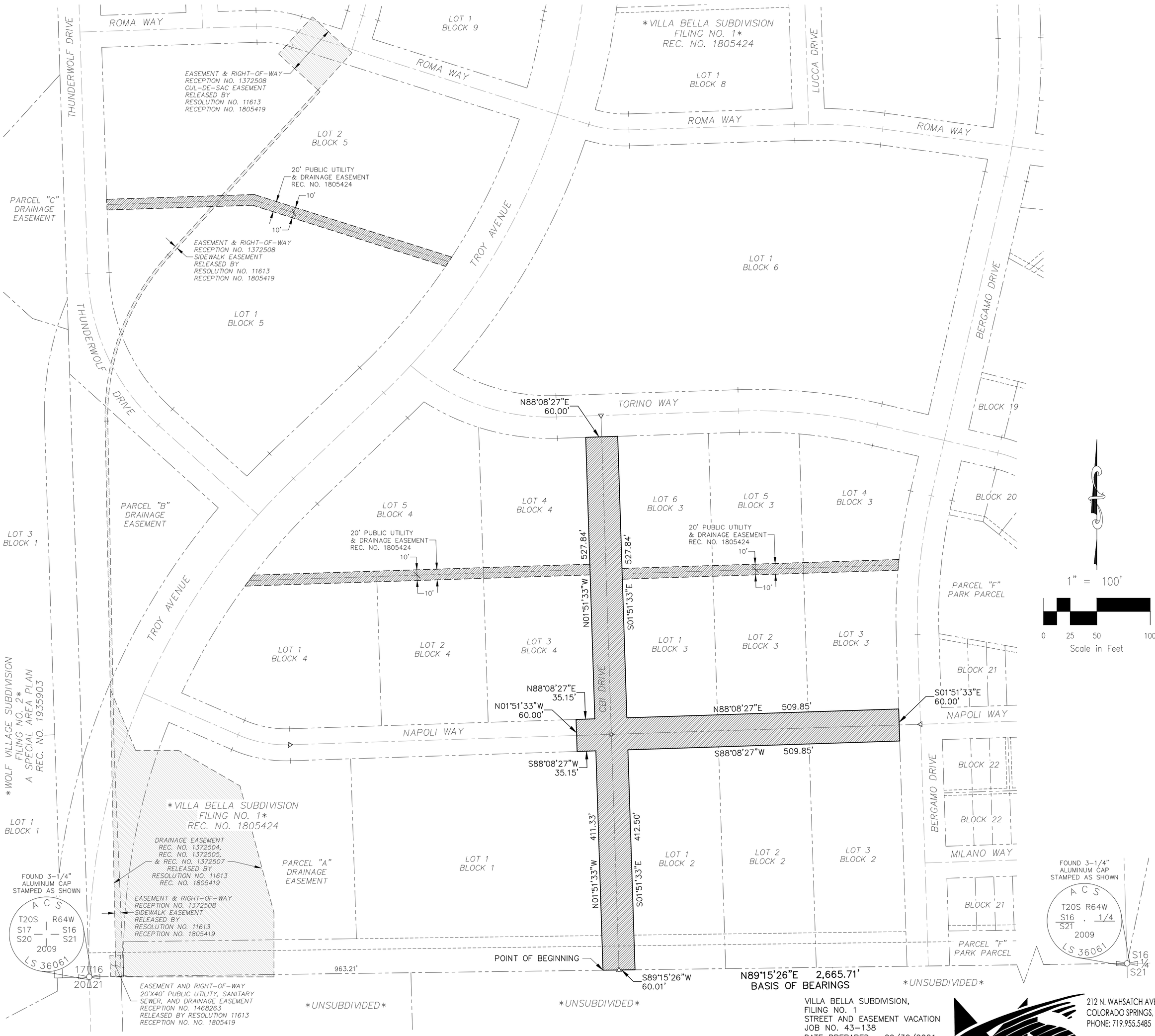
PREPARED UNDER MY SUPERVISION

VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF:
M&S CIVIL CONSULTANTS, INC



VICINITY MAP

N.T.S.



VILLA BELLA SUBDIVISION,
FILING NO. 1
STREET AND EASEMENT VACATION
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 11/19/2021

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

File: O:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDHUIS\Survey\Surv Exhibits\43-138 Vacation - CBI - Napoli.dwg Plotstamp: 11/19/2021 6:13 PM

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, July 13, 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 3:31 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, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Bart Mikitowicz, Sr. Planner

APPROVAL OF THE JULY 13, 2022, AGENDA:

Bailey moved to approve the agenda with the following changes:

1. Move S-22-06, North Vista Filing No. 5 Subdivision to the August 10, 2022, Public Hearing.
2. Move CP-22-01, Pueblo Regional Comprehensive Plan to the last item on the July 13th agenda.
3. Move Z-22-05, Cottages at Park West Rezoning to the August 10, 2022, Public Hearing
4. Move S-22-03, Cottages at Park West, Subdivision to the August 10, 2022, Public Hearing.
5. Move SAP-22-01, Cottages at Park West, Special Area Plan to the August 10, 2022, Public Hearing.

Seconded by Aznar,

Motion carried 6-0, Avalos absent

PUBLIC HEARING AND ACTION

1. **V-21-03 Street and Easement Vacation:** Villa Bella Filing No. 1, Street and Easement Vacation of a portion of Napoli Way, all of CBI Drive, and drainage/utility easements

   Staff Report by Beritt Odom

   BACKGROUND AND ANALYSIS:
   CBI Drive, Napoli Way and the Public Utility and Drainage Easements proposed to be vacated were subdivided in 2009 with the Villa Bella, Filing No. 1 Subdivision. At the time, CBI Drive, Napoli Way, and the drainage/utility easements were intended to provide drainage and utility service to multiple lots designated for commercial and office uses. Jeff Mark, property owner, is requesting to resubdivide a portion of Villa Bella, Filing No. 1 to facilitate single-family residential development. Villa Bella, Filing No. 2, includes drainage and utility easements to serve the proposed single-family residential lots. CBI Drive and the eastern portion of Napoli Way will no longer be necessary to provide access to the previously platted commercial lots. Both streets will be replaced by local roadways, running north and south, to service the proposed single-family residential lots within the Villa Bella, Filing No. 2 Subdivision. The western portion of Napoli Way will remain to provide access to Lots 43 to 193; however, the proposed subdivision shows Napoli Way being renamed to Medici Way, which will require an approved Street Name Change prior to City Council review of the proposed Street and Easement Vacation and Subdivision.

   RECOMMENDED ACTION: The Subdivision Review Committee recommends that the Street and Easement Vacation be recommended for APPROVAL following conditions:
   - The Villa Bella, Filing No. 1 Street and Easement Vacation must be recorded concurrently with the Villa Bella, Filing No. 2 Subdivision.

   Beritt Odom stated that the applicants have submitted an application for a street name change.

   HEARING:

   Virgil Sanchez, M&S Civil Consultants, Inc., 212 N. Wahsatch, Colorado Springs, testified in favor of the application.

   No one testified in opposition

   MOTION: Bailey moved to recommend approval of the vacation with the condition that the Villa Bella, Filing No. 1 Street and Easement Vacation must be recorded concurrently with the Villa Bella, Filing No. 2 Subdivision**, s**econded by Spinuzzi

   Motion carried 6-0, Avalos absent.

2.

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-21-03 Villa Bella Vacation
S-21-10 Villa Bella Filing No. 2

DATE: August 11, 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-21-03

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	July 13, 2022
SUBJECT:	**Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation**
APPLICANT:	Virgil A. Sanchez M&S Civil Consultants, Inc.
OWNER:	Jeff Mark, Caleb Development, LLC
LOCATION:	Generally located south of Rawlings Blvd., west of Bergamo Dr., and east of Thunderwolf Dr.
CONCURRENT REQUESTS:	S-21-10, Villa Bella Subdivision, Filing No. 2

Request:
To vacate, two 20-foot Public Utility and Drainage Easements, located within Blocks 3, 4, and 5, Villa Bella Subdivision, Filing No. 1. Vacate unimproved CBI Drive and the eastern portion of unimproved Napoli Way.

Staff review and findings:
CBI Drive, Napoli Way and the Public Utility and Drainage Easements proposed to be vacated were subdivided in 2009 with the Villa Bella, Filing No. 1 Subdivision. At the time, CBI Drive, Napoli Wayand the drainage/utility easements were intended to provide drainage and utility service to multiple lots designated for commercial and office uses. Jeff Mark, property owner, is requesting to resubdivide a portion of Villa Bella, Filing No. 1 to facilitate single-family residential development. Villa Bella, Filing No. 2, includes drainage and utility easements to serve the proposed single-family residential lots. CBI Drive and the eastern portion of Napoli Way will no longer be necessary to provide access to the previously platted commercial lots. Both streets will be replaced by local roadways, running north and south, to service the proposed single-family residential lots within the Villa Bella, Filing No. 2 Subdivision. The western portion of Napoli Way will remain to provide access to Lots 43 to 193; however the proposed subdivision shows Napoli Way being renamed to Medici Way, which will require an approved Street Name Change prior to City Council review of the proposed Street and Easement Vacation and Subdivision.

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:

- The Villa Bella, Filing No. 1 Street and Easement Vacation must be recorded concurrently with the Villa Bella, Filing No. 2 Subdivision.

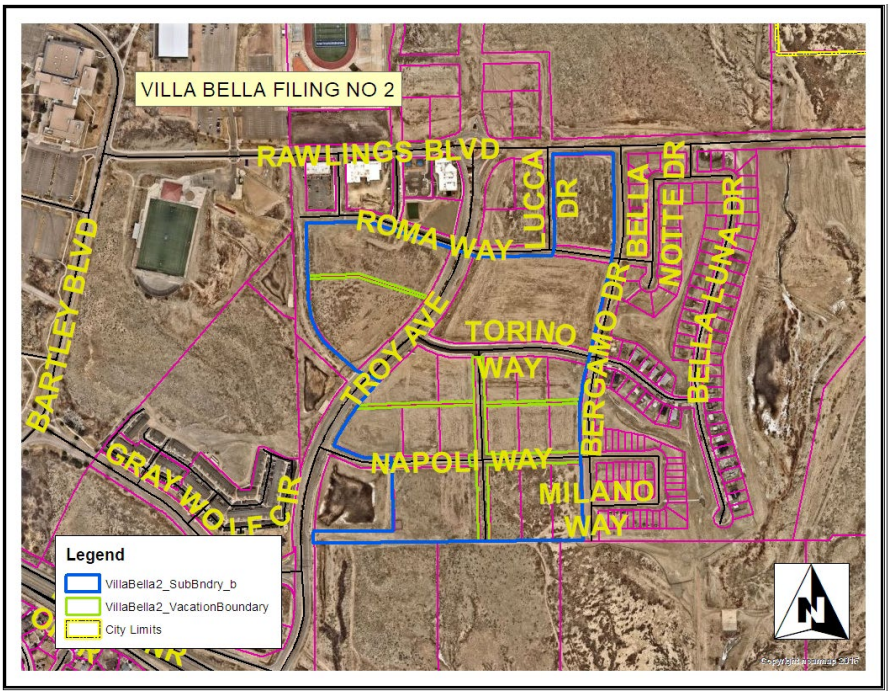
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-Comments addressed
- City Transportation-Comments addressed
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

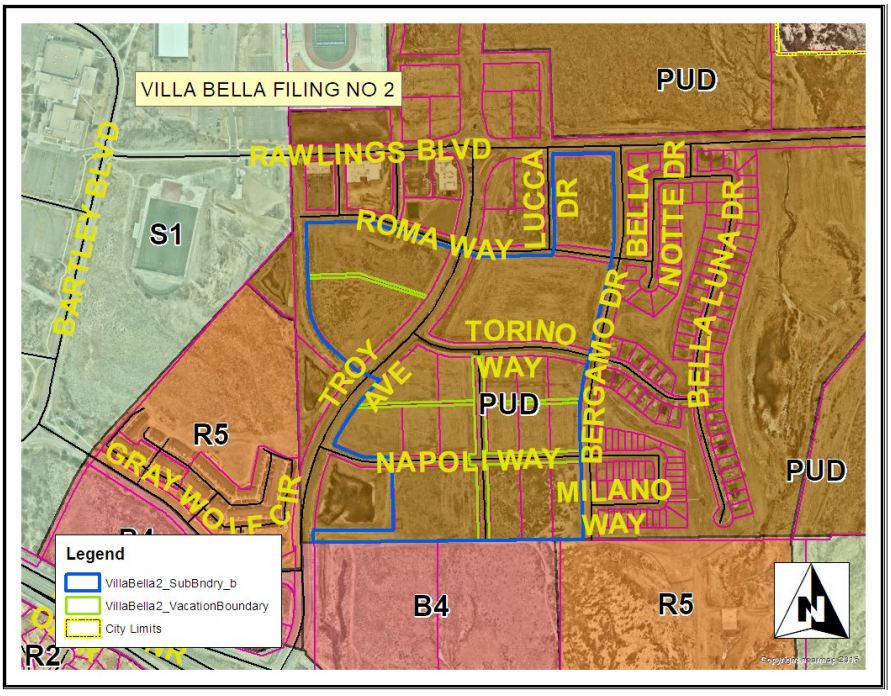
ATTACHMENTS:

A. Aerial Map
B. Zoning Map
C. Site Photographs
D. SRC Memo, July 5, 2022
E. Vacation Plat
F. Vacation Application

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map

Attachment D. Site Photos



Public Notice Poster


Looking south from Torino Way, CBI Drive and easements to be vacated

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: July 5, 2022

Subject: S-21-10 Villa Bella Subdivision, Filing No. 2
V-21-03 Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation

---

V-21-03 Villa Bella Subdivision, Filing No. 1 Street and Easement Vacation

The Subdivision Review Committee recommends the Subdivision Plat be recommended for Approval with the following condition:

The Villa Bella, Filing No. 1 Street and Easement Vacation must be recorded concurrently with the Villa Bella, Filing No. 2 Subdivision.

S-21-10 Villa Bella Subdivision, Filing No. 2

Request for Modifications to Subdivision Regulations:
Civil Consultants, Inc. requests the following modifications, identified in the Subdivision Review Checklist-Part I:

1. Five- and seven-foot-wide utility easements, standard with is 10-foot.
2. Modification of the street knuckle design. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
    a) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
    b) Fire trucks can maneuver with cars being parked on both sides.

The Subdivision Review Committee does not object to the request for modifications.

Request for Deferred Filings:
The property owner, and applicant submitted a request for deferred filings, the Subdivision Review Committee does not object to the request for Deferred Filings.

The Subdivision Review Committee recommends the Subdivision Plat be recommended for Approval with the following conditions (all conditions must be addressed prior to the subdivision being reviewed by City Council, unless noted otherwise):

1. Amend Parcel “A” dedication statement to dedicate the parcel for park and recreation purposes to be owned and maintained by the owner(s) and/or the Villa Bella Metropolitan District No. 1.
2. Amend the fifth paragraph of the “Dedication” to read: “LANDSCAPING LOOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPARIED, AND MAINTAINED IN GOOD CONDITION BY THE OWNER(S) AND/OR THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.”

3. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
    c) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
    d) Fire trucks can maneuver with cars being parked on both sides.

   Parking restrictions to be determined during the Subdivision Part II review, conditions are not required to be satisfied prior to City Council review.

4. The 45-foot Central Telephone and Utilities Corporation Easement must be released and removed from the subdivision plat.

5. Amend subdivision plat and related documents as requested in the Stormwater Utility Memo from John Sakariason, June 27, 2022.

6. Amend the Utility Plan addressing the Sanitary Sewer Main location in Thunderwolf Drive and in Parcel B. The Utility Plan will be reviewed as part of the Subdivision Part II review and is not required to be amended prior to City Council review.

7. Amend Subdivision Plat to reflect Thunderalley Drive not “Thunder Valley Drive.”

8. Change Giotto Drive to Giotto Circle on the subdivision plat.

9. Submit a Street Name Change request to change Napoli Way to Medici Way.

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: JEFF MARK		Name: VIRGIL A. SANCHEZ	
Company: CALEB DEVELOPMENT, LLC		Company: M&S CIVIL CONSULTANTS, INC	
Address: 212 N. WAHSATCH	Zip: 80903	Address: 212 N. WAHSATCH	Zip: 80903
Phone: (719) 635-3200		Phone: (719) 491-0818	
Email: JMARK@LANDHUISCO.COM		Email: VIRGILS@MSCIVIL.COM	
Engineer		**Surveyor**	
Name: SAME AS APPLICANT		Name: SAME AS APPLICANT	
Company:		Company:	
Address:	Zip:	Address:	Zip:
Phone: ( )		Phone: ( )	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) NE TROY AVE & HWY 47

Parcel No(s): 19 TOTAL - SEE ATTATCHED SHEET

Existing Zone: PUD | Proposed Zone (if applicable):

PUD Name (if applicable): VILLA BELLA

Project Scope

Project Name: Villa Bella Filing No. 2

- [x] Rearrangement of Property Boundaries:
  - # of existing lots: 19 Total acres: _____
- [ ] Overall Development Plan
- [ ] Site Plan Review: Building area: _____ sf
  - O HARP O Development Plan O PUD O Student Housing
- [ ] Special Area Plan
- [ ] Street Name Change: Existing Name: _____ Proposed Name: _____
- [x] Subdivision: # of lots: 375 Total acres: 48.24 AC.
- [ ] Text Amendment
- [x] Vacation: ✓ Street O Alley ✓ Easement O Other: _____
- [ ] Other: _____

(Continue Next Page)

(Continued from previous page)

Project Information

Provide a brief description of the proposed request:
RE SUBDIVIDE COMMERCIAL LOTS INTO 375 SINGLE FAMILY LOTS

What is the total acreage included in the project? ~ 50 AC.

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: VILLA BELLA MASTER PLAN, VILLA BELLA Filing NO.1

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:	JEFF MARK – Larson South Land Corp.	
Signature:	– VP	Date: 9/30/21

Applicant, if different from Property Owner

Print Name:	VIRGIL A. SANCHEZ	
Signature:	Virgil A Sanchez	Date: 10/5/21

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

VILLA BELLA SUBDIVISION, FILING NO. 1

STREET AND EASEMENT VACATION

LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

STREET AND EASEMENT VACATION DESCRIPTION:

A STREET AND EASEMENT VACATION FOR CBI DRIVE AND A PORTION OF NAPOLI WAY, AND DRAINAGE AND UTILITY EASEMENTS LOCATED WITHIN BLOCKS 3, 4, AND 5 ACCORDING TO THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" RECORDED UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF LOT 1, BLOCK 1 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE N01°51'33"W ALONG THE EAST LINE THEREOF, 411.33 FEET;
THENCE S88°08'27"W ALONG THE NORTH LINE THEREOF, 31.15 FEET;
THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE SOUTH LINE OF LOT 3, BLOCK 4 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE N88°08'27"E ALONG SAID SOUTH LINE, 31.15 FEET;
THENCE N01°51'33"W ALONG THE EAST LINE OF LOTS 3 AND 4, BLOCK 4, "VILLA BELLA SUBDIVISION, FILING NO. 1", 527.84 FEET TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY;
THENCE N88°08'27"E ALONG SAID SOUTH LINE, 60.00 FEET TO THE NORTHWEST CORNER OF LOT 6, BLOCK 3 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE S01°51'33"E ALONG THE WEST LINE OF LOTS 1 AND 6, BLOCK 3, "VILLA BELLA SUBDIVISION, FILING NO. 1", 527.84 FEET;
THENCE N88°08'27"E ALONG THE SOUTH LINE OF LOTS 1, 2, AND 3, BLOCK 3, "VILLA BELLA SUBDIVISION, FILING NO. 1", 509.85 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE;
THENCE S01°51'33"E ALONG SAID WEST LINE, 60.00 FEET TO THE NORTHEAST CORNER OF LOT 3, BLOCK 2 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1";
THENCE S88°08'27"W ALONG THE NORTH LINE OF LOTS 1, 2, AND 3, "VILLA BELLA SUBDIVISION, FILING NO. 1", 509.85 FEET;
THENCE S01°51'33"E ALONG THE WEST LINE OF LOT 1, BLOCK 2, "VILLA BELLA SUBDIVISION, FILING NO. 1", 412.50 FEET TO THE TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;
THENCE S89°15'26"W ALONG SAID SOUTH LINE, 60.01 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH: THE 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 3 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST-WEST LOT LINE COMMON TO LOTS 1, 2, 3, 4, 5, AND 6 OF SAID BLOCK 3;

TOGETHER WITH: THE 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 4 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST-WEST LOT LINE COMMON TO LOTS 1, 2, 3, 4, AND 5 OF SAID BLOCK 4;

TOGETHER WITH: THE 20 FOOT WIDE PUBLIC UTILITY AND DRAINAGE EASEMENT WITHIN BLOCK 5 OF SAID "VILLA BELLA SUBDIVISION, FILING NO. 1", LYING 10 FEET EITHER SIDE OF THE EAST-WEST LOT LINE COMMON TO LOTS 1 AND 2 OF SAID BLOCK 5.

RESERVATIONS:

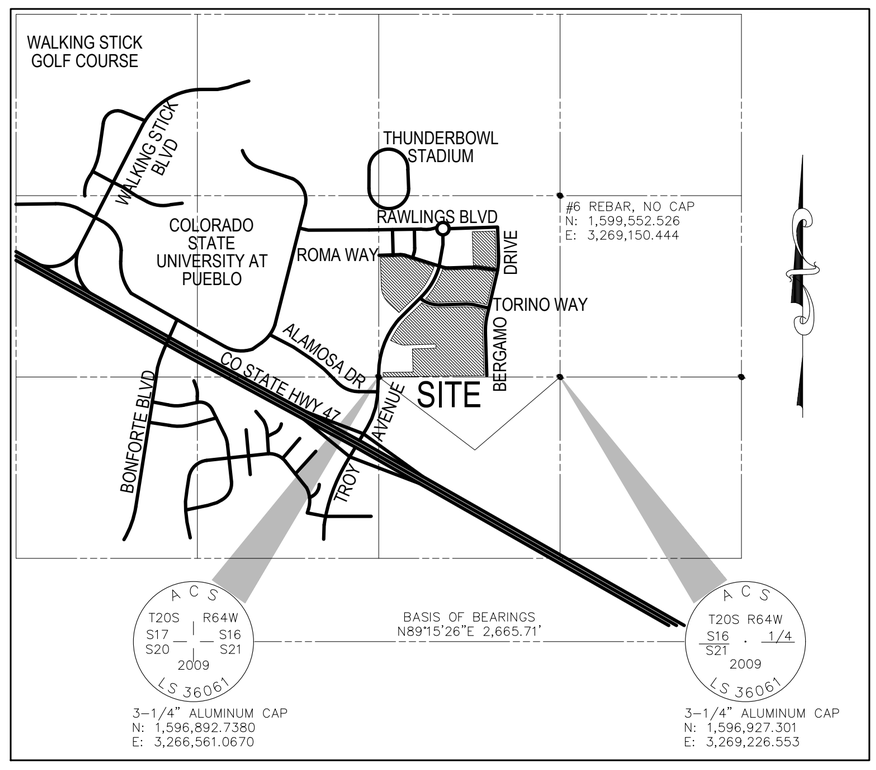
NONE

PURPOSE:

RESUBDIVISION

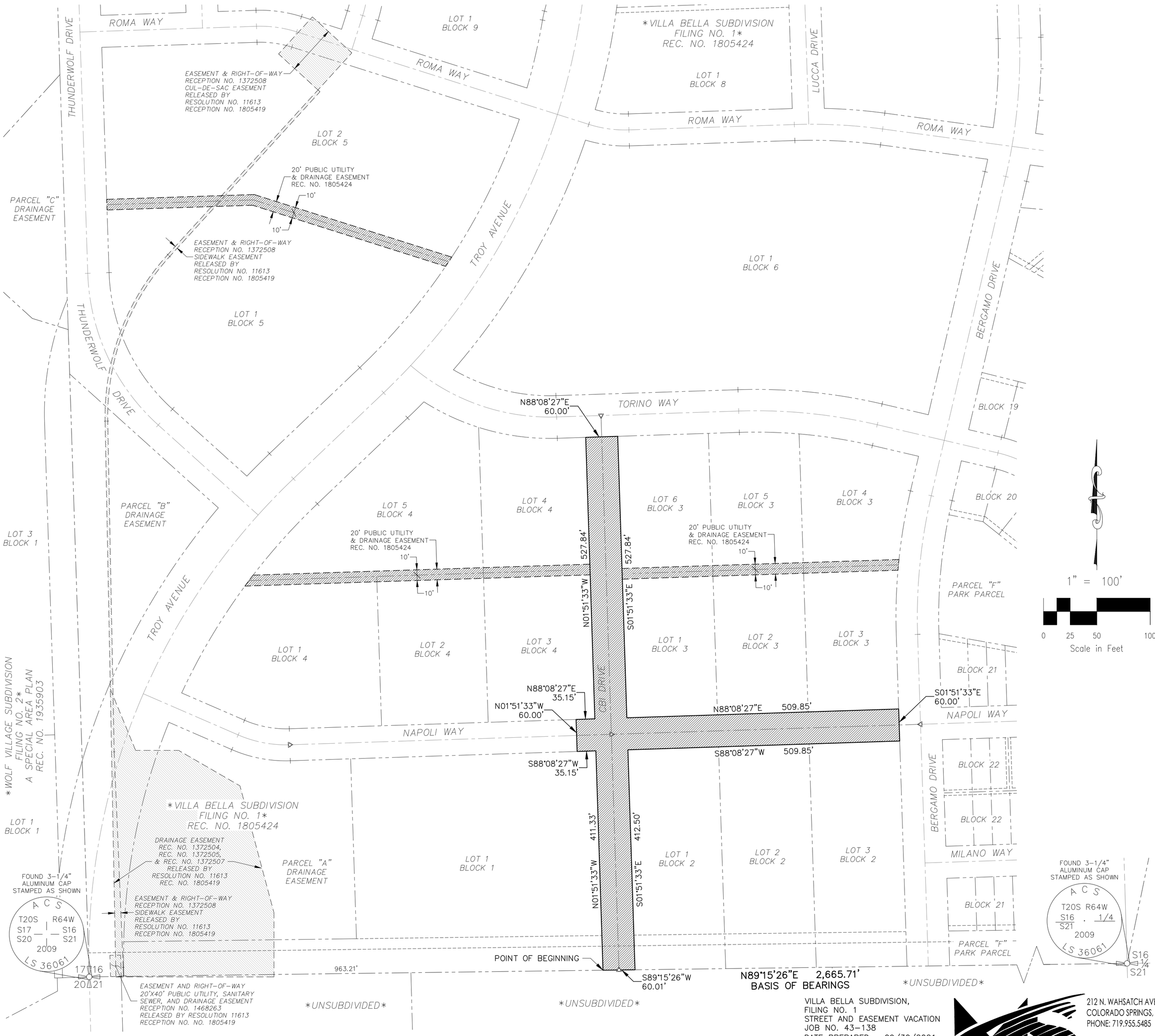
PREPARED UNDER MY SUPERVISION

VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF:
M&S CIVIL CONSULTANTS, INC



VICINITY MAP

N.T.S.



VILLA BELLA SUBDIVISION,
FILING NO. 1
STREET AND EASEMENT VACATION
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 11/19/2021

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

File: O:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDHUIS\Survey\Surv Exhibits\43-138 Vacation - CBI - Napoli.dwg Plotstamp: 11/19/2021 6:13 PM

June 28, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Jeff Mark, Caleb Development, LLC** for the approval of the following application(s) located south of Rawlings Blvd, west of Bergamo Drive, and east of Thunderwolf Drive.
V-21-03 Villa Bella Subdivision, Filing No. 1 Street and Easement Vacation: Vacation of CBI Drive and a portion of Napoli Way. Vacation of Drainage and Utility Easements located within Blocks 3, 4, and 5.
S-21-10 Villa Bella Subdivision, Filing No. 2: Subdivision of 48.240 acres into 375 single-family residential lots.
The Planning and Zoning Commission meeting will be held on July 13, 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 V-21-03

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: Villa Bella Filing NO. 2 Street Vacation, to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22
(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 Villa Bella Filing NO. 2 Street Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
COLORADO STATE BOARD OF AG	1525 SHERMAN ST	DENVER	CO	80203-1714
CALEB DEVELOPMENT LLC 36.45% / L(	212 N WAHSATCH AVE STI	COLORADO SPRIN	CO	80903-3476
COLORADO STATE BOARD OF AG ATTI	2200 BONFORTE BLVD	PUEBLO	CO	81001-4901
V B E BUILDING CORP	2390 RAWLINGS BLVD	PUEBLO	CO	81001-4905
RICHMOND AMERICAN HOMES OF CC	2509 TORINO WAY	PUEBLO	CO	81001-4912
WOLF VILLAGE INVESTORS LLC	3528 PRECISION DR STE 1(	FORT COLLINS	CO	80528-3502
CLARK JAMIE D	4350 S MONACO ST STE 5(	DENVER	CO	80237-3400
FOOTHILLS FARM RLLLP C/O PATRICK	4810 QUITA CT	PUEBLO	CO	81001-1072
610 RLLLP + TOUCHDOWN PROPERTIE	504 N GRAND AVE	PUEBLO	CO	81003-3113
UNIVERSITY VILLAGE COMM LLC	6304 CHARRINGTON DR	ENGLEWOOD	CO	80111-1109

City Clerk's Office Item # N-5

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 22, 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 CHANGING THE STREET NAME OF NAPOLI WAY TO MEDICI WAY

SUMMARY:

The applicant is requesting to change the name of the western portion of Napoli Way to Medici Way, beginning at the intersection of Napoli Way and Cannoli Drive, extending west to Troy Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Napoli Way is located in the Villa Bella Subdivision, Filing No. 1, which was recorded in 2009. The eastern portion of Napoli Way is currently being vacated with the Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation. The vacation request was heard at Planning and Zoning Commission on July 13, 2022 and was referred to City Council for approval. The vacated portion of Napoli Way will be re-subdivided with the Villa Bella Subdivision, Filing No. 2. The proposed subdivision identifies the western portion of Napoli Way as Medici Way; however, that portion of the street is not included in the second filing subdivision. Because of this, the western portion of Napoli Way, must be renamed to Medici Way prior to City Council review of Villa Bella Subdivision, Filing No. 2. Napoli Way has never been improved and no properties are addressed on the street. Napoli Way only exists on the Villa Bella Subdivision, Filing No. 1.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 10th, 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 current street name would remain.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Minutes of the Planning and Zoning Commission August 10, 2021 Public Hearing
Planning and Zoning Commission Staff Report with Exhibits

ORDINANCE NO. _____

AN ORDINANCE CHANGING THE STREET NAME OF NAPOLI WAY TO MEDICI WAY

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

SECTION 1.

The street known as Napoli Way from the western portion of Napoli Way to Medici Way, beginning at the intersection of Napoli Way and Cannoli Drive, extending west to Troy Avenue is hereby changed to Medici Way.

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

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, August 10, 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 3:31 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, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey, Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Sr. Planner, Melanie Turner, Interim Traffic Engineer.

APPROVAL OF AGENDA

Commissioner Bailey moved to approve the agenda
Seconded by Aznar
Motion carried 7-0

PUBLIC HEARING AND ACTION

1. **SNC-22-01 Street Name Change:** change the name of the western portion of Napoli Way to Medici Way, beginning at the intersection of Napoli Way and Cannoli Drive, extending west to Troy Ave

BACKGROUND

Staff report by Beritt Odom

Napoli Way is located in the Villa Bella Subdivision, Filing No. 1, which was recorded in 2009.The eastern portion of Napoli Way is currently being vacated with the Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation. The vacation request was heard at Planning and Zoning Commission on July 13, 2022 and was referred to City Council for approval. The vacated portion of Napoli Way will be re-subdivided with the Villa Bella Subdivision, Filing No. 2. The proposed subdivision identifies the western portion of Napoli Way as Medici Way; however, that portion of the street is not included in the second filing subdivision. Because of this, the western portion of Napoli Way, must be renamed to Medici Way prior to City Council review of Villa Bella Subdivision, Filing No. 2. Napoli Way has never been improved and no properties are addressed on the street. Napoli Way only exists on the Villa Bella Subdivision, Filing No. 1.

COMPREHENSIVE PLAN COMPLIANCE:
N/A

RECOMMENDATION:
Staff recommends that the Street Name Change be **APPROVED**.

HEARING:

Virgil Sanchez was sworn in and discussed and answered questions from the Board on the proposed name change.

No one testified in opposition

COMMISSION ACTION:

Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **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

SNC-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:	August 10, 2022
SUBJECT:	Street Name Change Napoli Way to Medici Way
APPLICANT:	Caleb Development, LLC and Lorson North Land Corp.
PROPERTY OWNER:	Caleb Development, LLC and Lorson North Land Corp.
LOCATION:	East of Troy Ave. and south of Torino Way.

Request:
To change the name of the western portion of Napoli Way to Medici Way, beginning at the intersection of Napoli Way and Cannoli Drive, extending west to Troy Ave.

Applicable Regulations:
Pueblo City-County Addressing Standards

Recommended Action:
Staff recommends that the Street Name Change be APPROVED.

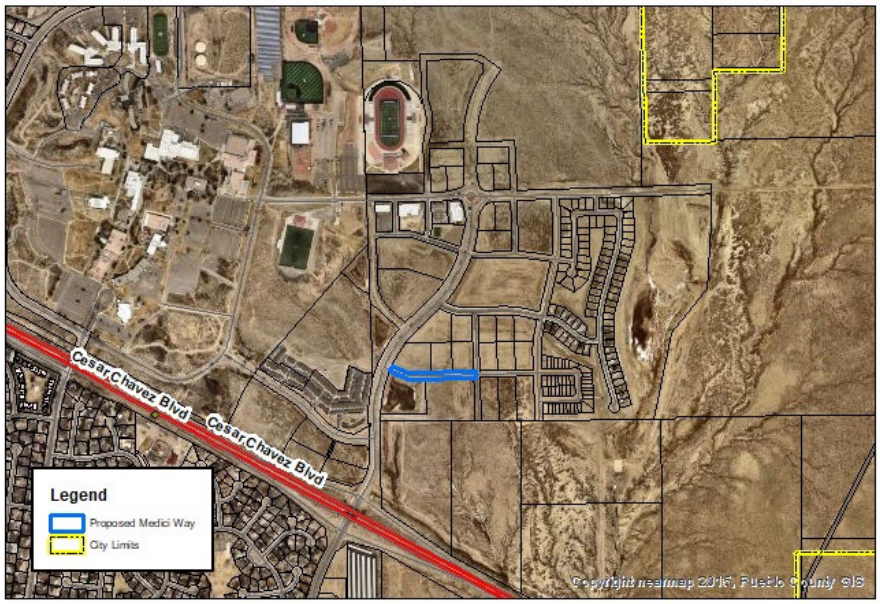
Staff Review and Findings:
Napoli Way is located in the Villa Bella Subdivision, Filing No. 1, which was recorded in 2009. The eastern portion of Napoli Way is currently being vacated with the Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation. The vacation request was heard at Planning and Zoning Commission on July 13, 2022 and was referred to City Council for approval. The vacated portion of Napoli Way will be re-subdivided with the Villa Bella Subdivision, Filing No. 2. The proposed subdivision identifies the western portion of Napoli Way as Medici Way; however, that portion of the street is not included in the second filing subdivision. Because of this, the western portion of Napoli Way, must be renamed to Medici Way prior to City Council review of Villa Bella Subdivision, Filing No. 2. Napoli Way has never been improved and no properties are addressed on the street. Napoli Way only exists on the Villa Bella Subdivision, Filing No. 1.

ATTACHMENTS:

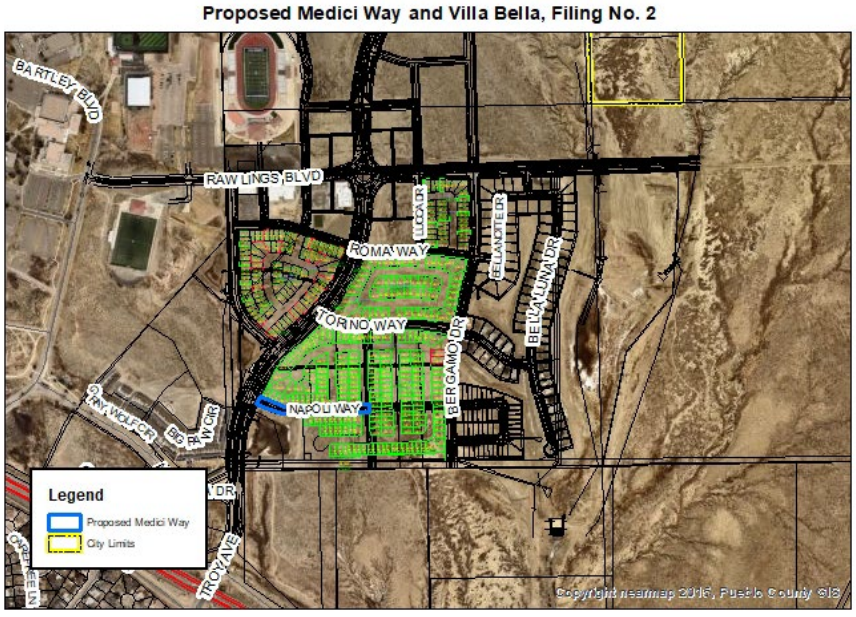
A. Aerial Map
B. Aerial Map with proposed Villa Bella, Filing No. 2
C. Zoning Map
D. Application

ATTACHMENTS:

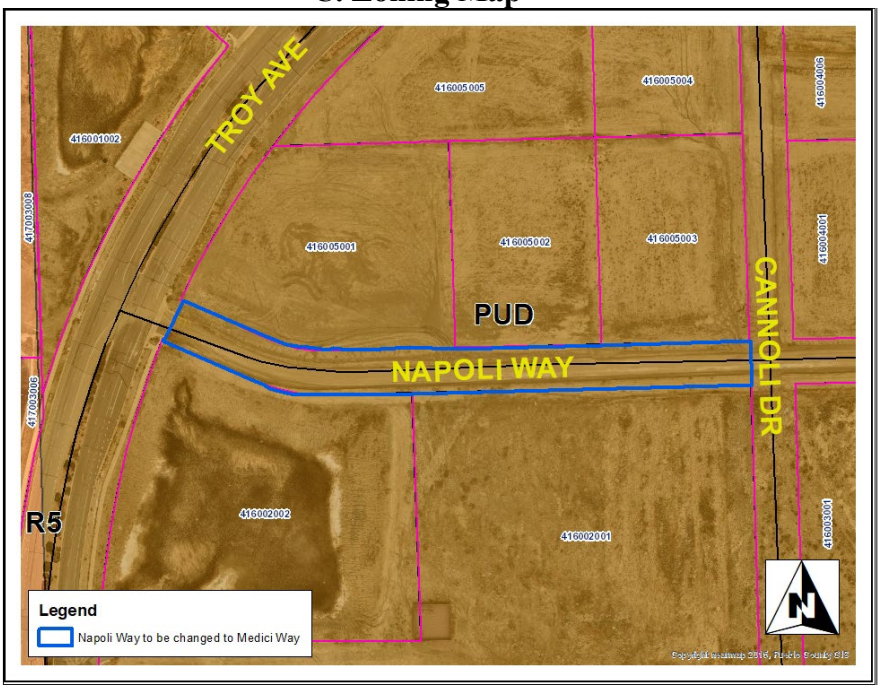
A. Aerial Map



B. Aerial Map with proposed Villa Bella, Filing No. 2



C. Zoning Map



B. Application

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: Jeff Mark		Name: Virgil A. Sanchez	
Company Caleb Development, LLC & Lorson North Land Corp.		Company: M&S Civil Consultants, Inc.	
Address: 212 N. Wahsatch Ave	Zip: 80903	Address: 212 N. Wahsatch Ave, Suite 305	Zip: 80903
Phone: (719) 635-3200		Phone: (719) 491-0818	
Email: jmark@landhuisco.com		Email: virgils@mscivil.com	
Engineer		**Surveyor**	
Name: Same as Applicant		Name: Same as Applicant	
Company:		Company:	
Address:	Zip:	Address:	Zip:
Phone: ( )		Phone: ( )	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) Northeast Troy Ave and CO Hwy 47 - Villa Bella Master Plan

Parcel No(s): Villa Bella Filing No. 2

Existing Zone: PUD | Proposed Zone (if applicable): PUD

PUD Name (if applicable): Villa Bella

Project Scope

Project Name:

- ☐ 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: Napoli Way Proposed Name: Medici Way
- ☐ Subdivision: # of lots: _____ Total acres: _____
- ☐ 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:

Villa Bella Filing No. 2 is a replat of a portion of Villa Bella Filing No. 1. The layout for the proposed Replat "cut-off" the extension of Napoli Way west of Bergamo Drive. Therefore, a new street name was chosen "Medici Way" to replace the street name west of Bergamo Drive. Napoli Way west of Bergamo Drive was vacated through the City of Pueblo's subdivision process. See attached proposed final plat.

What is the total acreage included in the project? 48.24 Acres

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: A submital is in review for the approval of a Final Plat. Replat of Villa Bella Filing No. 1.

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:	Jeff Mark	
Signature:	Jeff Mark	Date: 07/05/2022

Applicant, if different from Property Owner

Print Name:	Virgil A. Sanchez	
Signature:	Virgil A. Sanchez	Date: 07/05/2022

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

DEPARTMENT OF PLANNING & COMMUNITY DEVELOPMENT
CITY OF PUEBLO

Submitted July 21, 2022
Published July 27, 2022

NOTICE OF PUBLIC HEARING

TO WHOM IT MAY CONCERN:

The City of Pueblo Planning Commission will hold a public hearing on August 10, 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)
To join, dial 1-346-248-7799 Meeting ID: 927 1786 7722 Passcode: 195462

SNC-22-01 Street Name Change, change the name of the western portion of Napoli Way to Medici Way, beginning at the intersection of Napoli Way and Cannoli Drive, extending west to Troy Ave.

A draft of the proposed street name change will be posted on www.pueblo.us/PandZ under "Most Recent Agenda" and on file in the office of the Department of Planning and Community Development office and will available for viewing and printing, typically the Friday prior to the meeting.

Any person may appear before the Planning and Zoning Commission at the time and place stated above to be heard on the proposed amendments. Individuals who require special arrangements to participate are encouraged to contact the Planning Department at least 72 hours in advance.

After the public hearing and recommendation by the Planning and Zoning Commission, the ordinance adopting the proposed street name change will be considered by the City Council at a public hearing. Notice of the public hearing before the City Council will be published in the Pueblo Chieftain at least ten (10) days prior to the hearing. Any interested person may appear and be heard at such public hearing and may call the Department of Planning and Community Development for the time and date of such public hearing.

Scott Hobson

Scott Hobson
Administrative Official
(719) 553-2259

July 25, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Caleb Development, LLC and Lorson North Land Corp.** for the approval of the following application(s) generally located east of Troy Ave. and south of Torino Way.
SNC-22-01: SNC-22-01 Street Name Change, change the name of the western portion of Napoli Way to Medici Way, beginning at the intersection of Napoli Way and Cannoli Drive, extending west to Troy Ave.

The Planning and Zoning Commission meeting will be held on August 10, 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 SNC-22-01

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 Napoli Way to Medici Way 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.

7-20-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By _____

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 Napoli Way to Medici Way to be published in a newspaper*, as required by the City Charter at least 15 days before the date set for the hearing (17-6-6.1). Notice shall be published once in the newspaper.

7-20-22
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By _____

Owner	OwnerStree	OwnerCity	Own	OwnerZip
CALEB DEVELOPMENT LLC 36.45% /	212 N WAHSATCH AVE	COLORADO SPRINGS	CO	80903-3476
WOLF VILLAGE INVESTORS LLC	3528 PRECISION DR STE	FORT COLLINS	CO	80528-3502

City Clerk's Office Item # N-6

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 22, 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 VILLA BELLA FILING NO. 2 SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 48.240-acres into 375 residential lots and multiple parcels for a park, drainage, detention, trails, and public utilities. The applicant is concurrently requesting to vacate two 20-foot utility drainage easements located within blocks 3, 4, and 5 in the Villa Bella Subdivision, Filing No.1 and to vacate unimproved CID Drive and the eastern portion of unimproved Napoli Way generally located south of Rawlings Boulevard, west of Bergamo Drive and east of Thunderwolf Drive. The applicant is also concurrently requesting to change the street name of Napoli Way to Medici Way.

PREVIOUS COUNCIL ACTION:

City Council approved amending the zoning restrictions for the Villa Bella PUD on May 24, 2021 by Ordinance No. 9938.
City Council approved amending the zoning restrictions for the Villa Bella PUD on April 11, 2022 by Ordinance No. 10149.

BACKGROUND:

The proposed subdivision is located east of CSU-P, south of Villa Bella Expeditionary School, and north of Cesar Chavez Boulevard and is a re-subdivision of the western portion of the Villa Bella, Filing No. 1, Subdivision (2009). Villa Bella, Filing No. 1 was originally subdivided for multifamily and office/commercial uses. In 2020, an amendment to the Villa Bella PUD was approved, which changed the uses within the project area to single-family residential. Villa Bella, Filing No. 2, divides the property into 375 modestly sized single-family residential lots and multiple parcels dedicated for drainage, detention, pedestrian, public utilities, trail, and landscape purposes. The average lot

area within the proposed subdivision is about 2,975 square feet with an average lot width of 35-feet. Parcel A is 3.837 acres and is dedicated as a neighborhood park that will be owned, developed, and maintained by the Villa Bella Metropolitan District No. 1. Parcel B is dedicated for perpetual use as public utility easements, landscaping, and sidewalk, “subject to certain restrictions.” However, the plat states Parcel B is intended for public utilities, drainage easements, and park. Staff recommends an amendment to the subdivision plat to remove the park provision from Parcel B. Additionally, the “SUMMARY” table on the dedication page of the subdivision must be amended to remove Parcel B from the park calculation. The proposed park area, within Parcel A, is approximately nine percent of the land area, exclusive of street widths, being subdivided, which exceeds the 8-percent park dedication requirement.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their July 13, 2022 Regular Meeting, voted 6-0 to recommend approval with conditions that must be satisfied prior to City Council review, Commissioner Avalos absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be re-subdivided 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 July 13, 2022 Public Hearing
Memorandum from the Department of Public Works Dated _____, 2022
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. _____

AN ORDINANCE APPROVING THE VILLA BELLA FILING NO. 2 SUBDIVISION

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

SECTION 1.

The final plat of the Villa Bella Filing No. 2 Subdivision, being a subdivision of land legally described as:

TRACTS OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO, BEING A REPLAT OF BLOCKS 1, 2, 3, AND 4 “VILLA BELLA SUBDIVISION FILING NO. 1” UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH CBI WAY AND A PORTION OF NAPOLI WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, “VILLA BELLA SUBDIVISION FILING NO. 1”, SAID POINT LING ON THE EAST RIGHT OF WAY LINE OF TROY AVENUE AS SHOWN ON SAID PLAT;

THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE N01°15'11"W A DISTANCE OF 1.22 FEET TO A POINT OF CURVE;
2. THENCE 63.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 3°07'26", THE CHORD OF 63.78 FEET BEARS N00°15'28"W TO THE SOUTHWEST CORNER OF PARCEL “A”, “VILLA BELLA SUBDIVISION FILING NO. 1”;

THENCE ALONG THE SOUTH AND EAST LINES THEREOF THE FOLLOWING TWO (2) COURSES:

1. THENCE N89°15'26"E A DISTANCE OF 436.33 FEET;
2. THENCE N01°51'33"W A DISTANCE OF 337.36 FEET TO THE SOUTH RIGHT-OF WAY LINE OF AFORESAID NAPOLI WAY;

THENCE N88°08'27"E ALONG SAID SOUTH LINE A DISTANCE OF 424.85 FEET;

THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NAPOLI WAY;

THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S88°08'27"W A DISTANCE OF 537.91 FEET TO A POINT OF CURVE;
2. THENCE 86.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 25°18'19", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
3. THENCE N66°33'15"W A DISTANCE OF 128.50 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF TROY AVENUE;

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE 438.84 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 21°29'25", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
2. THENCE N46°24'19"E A DISTANCE OF 233.56 FEET TO A POINT OF CURVE;

3. THENCE 42.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 1°53'31", THE CHORD OF 42.92 FEET BEARS N45°27'34"E TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY AS SHOWN ON “VILLA BELLA SUBDIVISION FILING NO. 1”;

THENCE ALONG SAID SOUTH LINE THE FOLLOWING FOUR (4) COURSES:

1. THENCE 263.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 34°16'26", THE CHORD OF 259.30 FEET BEARS S74°43'20"E TO A POINT OF TANGENT;
2. THENCE N88°08'27"E A DISTANCE OF 341.45 FEET TO A POINT OF CURVE;
3. THENCE 251.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 250.61 FEET BEARS S84°21'33"E TO A POINT OF TANGENT;
4. THENCE S76°51'33"E A DISTANCE OF 88.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE AS SHOWN ON “VILLA BELLA SUBDIVISION FILING NO. 1”;

THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S13°08'27"W A DISTANCE OF 66.63 FEET TO A POINT OF CURVE;
2. THENCE 272.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 271.49 FEET BEARS S05°38'27"W TO A POINT OF TANGENT;
3. THENCE S01°51'33"E A DISTANCE OF 621.02 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;

THENCE S89°15'26"W ALONG SAID SOUTH LINE, 1,468.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,128,588 SQUARE FEET (25.909 ACRES) MORE OR LESS.

TOGETHER WITH: LOTS 1 AND 2, BLOCK 5 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 420,846 SQUARE FEET (9.661 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 6 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 384,964 SQUARE FEET (8.838 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 7 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 166,915 SQUARE FEET (3.832 ACRES) MORE OR LESS.

SAID PARCELS CONTAIN A COMBINED CALCULATED AREA OF 2,101,313 SQUARE FEET (48.240 ACRES MORE OR LESS.)

BASIS OF BEARINGS: THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061” BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET

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 _____.

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

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND LORSON NORTH LAND CORP., A COLORADO CORPORATION, BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TRACTS OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO , BEING A REPLAT OF BLOCKS 1, 2, 3, AND 4 "VILLA BELLA SUBDIVISION FILING NO. 1" UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH CBI WAY AND A PORTION OF NAPOLI WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, "VILLA BELLA SUBDIVISION FILING NO. 1" SAID POINT LING ON THE EAST RIGHT OF WAY LINE OF TROY AVENUE AS SHOWN ON SAID PLAT;

THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE N01°49'11"W (N01°49'18"W PLAT) A DISTANCE OF 1.22 FEET TO A POINT OF CURVE;
2. THENCE 63.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 3°07'26", THE CHORD OF 63.78 FEET BEARS N00°15'28"W TO THE SOUTHWEST CORNER OF PARCEL "A", "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG THE SOUTH AND EAST LINES THEREOF THE FOLLOWING TWO (2) COURSES:

1. THENCE N89°15'26"E (N89°15'18"E PLAT) A DISTANCE OF 436.33 FEET;
2. THENCE N01°51'33"W (N01°51'41"W PLAT) A DISTANCE OF 337.36 FEET TO THE SOUTH RIGHT-OF WAY LINE OF AFORESAID NAPOLI WAY;

THENCE N88°08'27"E (N88°08'19"E PLAT) ALONG SAID SOUTH LINE A DISTANCE OF 424.85 FEET;

THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NAPOLI WAY;

THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S88°08'27"W (S88°08'19"W PLAT) A DISTANCE OF 537.91 FEET TO A POINT OF CURVE;
2. THENCE 86.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 25°18'19", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
3. THENCE N66°33'15"W (N66°33'22"W PLAT) A DISTANCE OF 128.50 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF TROY AVENUE;

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE 438.84 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 21°29'25", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
2. THENCE N46°24'19"E (N46°24'12"E PLAT) A DISTANCE OF 233.56 FEET TO A POINT OF CURVE;
3. THENCE 42.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 1°53'31", THE CHORD OF 42.92 FEET BEARS N45°27'34"E TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY AS SHOWN ON "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID SOUTH LINE THE FOLLOWING FOUR (4) COURSES:

1. THENCE 263.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 34°16'26", THE CHORD OF 259.30 FEET BEARS S74°43'20"E TO A POINT OF TANGENT;
2. THENCE N88°08'27"E (N88°08'19"E PLAT) A DISTANCE OF 341.45 FEET TO A POINT OF CURVE;
3. THENCE 251.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 250.61 FEET BEARS S84°21'33"E TO A POINT OF TANGENT;
4. THENCE S76°51'41"E (S76°51'33"E PLAT) A DISTANCE OF 88.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE AS SHOWN ON "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S13°08'27"W (S13°08'19"W PLAT) A DISTANCE OF 66.63 FEET TO A POINT OF CURVE;
2. THENCE 272.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 271.49 FEET BEARS S05°38'27"W TO A POINT OF TANGENT;
3. THENCE S01°51'33"E (S01°51'41"E PLAT) A DISTANCE OF 621.02 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;

THENCE S89°15'26"W (S89°15'18"W PLAT) ALONG SAID SOUTH LINE, 1,468.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,128,588 SQUARE FEET (25.909 ACRES) MORE OR LESS.

TOGETHER WITH: LOTS 1 AND 2, BLOCK 5 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 420,846 SQUARE FEET (9.661 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 6 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 384,964 SQUARE FEET (8.838 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 7 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 166,915 SQUARE FEET (3.832 ACRES) MORE OR LESS.

SAID PARCELS CONTAIN A COMBINED CALCULATED AREA OF 2,101,313 SQUARE FEET (48.240 ACRES MORE OR LESS.)

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, PARCELS, AND STREETS AND HAS SHOWN CERTAIN EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED ON THE PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "VILLA BELLA SUBDIVISION, FILING NO. 2"

DEDICATION

ALL OF THE STREETS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

PARCEL "A" AS SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE FOR ACCESS, LANDSCAPING, PARKS, AND RECREATION.

PARCELS "B", "C", "D", "E", "F", "G", "H", "I", "J", AND "K" AS SHOWN HEREON ARE HEREBY DEDICATED FOR PERPETUAL USE AS PUBLIC UTILITY EASEMENTS. THESE PARCELS ARE ALSO DEDICATED FOR PERPETUAL USE FOR LANDSCAPING AND SIDEWALK, SUBJECT TO THE FOLLOWING RESTRICTIONS.

WITH RESPECT TO ALL EASEMENTS FOR PUBLIC 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 PUBLIC UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

ALL PUBLIC UTILITY EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT. DRAINAGE FACILITIES LOCATED WITHIN PUBLIC UTILITY EASEMENTS SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE VILLA BELLA METROPOLITAN DISTRICT NO. 1 PURSUANT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT HEREIN REFERENCED.

LANDSCAPING LOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD CONDITION BY THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

ALL 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.

THE PROPERTY IS SUBJECT TO THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED _____, 202_, UNDER RECEPTION NO. _____

OWNER:

IN WITNESS WHEREOF, JEFF MARK, AS MANAGER OF CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2022, A.D.

_____
JEFF MARK, MANAGER
CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

NOTARIAL:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2022, A.D. BY JEFF MARK, AS MANAGER, CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

OWNER:

IN WITNESS WHEREOF, JEFF MARK, AS MANAGER OF LORSON NORTH LAND CORP., A COLORADO CORPORATION, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2022, A.D.

_____
JEFF MARK, MANAGER
LORSON NORTH LAND CORP., A COLORADO CORPORATION

NOTARIAL:

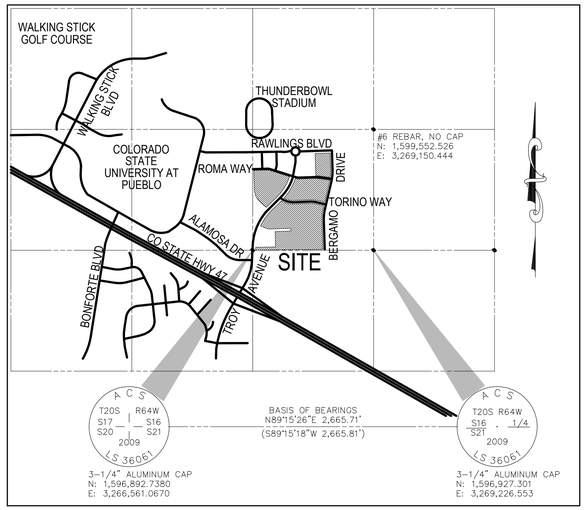
STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2022, A.D. BY JEFF MARK, AS MANAGER, LORSON NORTH LAND CORP., A COLORADO CORPORATION

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____



VICINITY MAP

N.T.S.

EASEMENTS:

ALL LOTS ARE HEREBY PLATTED WITH FIVE (5) FOOT WIDE FRONT, FIVE (5) FOOT WIDE SIDE, AND SEVEN (7) FOOT WIDE REAR PUBLIC UTILITY AND DRAINAGE EASEMENTS.

THE SOLE RESPONSIBILITY FOR MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNER.

PLAT NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E (N89°15'18"E) A DISTANCE OF 2,665.71 (2,665.81) FEET.

2. THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 08101C0512 D, WITH AN EFFECTIVE DATE OF AUGUST 15, 2019 HAS BEEN EXAMINED AS IT RELATES TO THE PROPERTY BEING PLATTED. THERE ARE NO DESIGNATED FLOOD ZONES SHOWN THEREON FOR THE AREA BEING PLATTED.

3. THIS PLAT WAS PREPARED WITH A COMMITMENT FOR TITLE INSURANCE ISSUED BY UNIFIED TITLE COMPANY, LLC AS AGENT FOR STEWART TITLE GUARANTY COMPANY WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2021 AT 7:30 AM, FILE NO. 85658UTC, WHICH HAS BEEN EXAMINED AS IT RELATES TO THE PROPERTY BEING PLATTED.

4. THIS PROPERTY IS SUBJECT TO PROPERTY TAXES, RATES, FEES, TOLLS, CHARGES, AND ASSESSMENTS OF THE VILLA BELLA METROPOLITAN DISTRICT NO. 1 WHICH ARE NOW LEVIED AND IMPOSED BY THIS DISTRICT OR WHICH MAY BE LEVIED AND IMPOSED IN THE FUTURE. THE DISTRICT WAS CREATED BY AN ORDER AND DECREE OF PUEBLO COUNTY DISTRICT COURT, CASE NO. _____ EVIDENCED BY DOCUMENTS RECORDED IN THE RECORDS OF PUEBLO COUNTY AT RECEPTION NO. _____

5. THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM ANY LOT PLATTED HEREIN TO TROY AVENUE, RAWLINGS BOULEVARD, BERGAMO DRIVE, OR TORINO WAY.
THERE SHELL BE NO DIRECT VEHICULAR ACCESS FROM LOT 249 TO THUNDERWOLF DRIVE.
THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 323, 341, 357, OR 358 TO ROMA WAY.

6. THE EXISTING STREETS WERE PLATTED UNDER RECEPTION NO. 1805424 WITH THE CLERK AND RECORDER, PUEBLO, COLORADO.

7. EXISTING ZONING: PUD

SURVEYORS CERTIFICATION

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

_____
VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF:
M&S CIVIL CONSULTANTS, INC

NOTICE

ACCORDING TO C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

IMPROVEMENTS CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ 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

PLANNING COMMISSION CERTIFICATION

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF VILLA BELLA SUBDIVISION, FILING NO. 2 HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK DATE

ACCEPTANCE OF PUBLIC FACILITIES

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, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS 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.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET. [RECORD N89°15'18"E 2,665.81 FEET] AS SUCH, THE BEARINGS SHOWN HEREON ARE ROTATED 00°00'07.55" CLOCKWISE FROM THE BEARINGS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" PREPARED BY ABEL ENGINEERING PROFESSIONALS, INC. DATED JANUARY 31, 2008.

SUMMARY:

375 LOTS	31.993 ACRES	66.32%
12 PARCELS:		
2 PARK PARCELS	3.837 ACRES	7.95%
10 OTHER PARCELS	1.254 ACRES	2.60%
RIGHTS-OF-WAY	11.156 ACRES	23.13%
TOTAL	48.240 ACRES	100.00%

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

File: D:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDNEW\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 6/15/2022 2:00 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— – ———	CENTERLINE
- - - - - -	EASEMENT LINE
——— – – ———	ADJACENT SUBDIVISION LINE
——— – – ———	ADJACENT PROPERTY LINE
——— – – ———	EXISTING RIGHT OF WAY LINE
——— – ———	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
——— – ———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

NOTE: THE BEARINGS SHOWN HEREON ARE ROTATED 00°00'07.55" CLOCKWISE FROM THE BEARINGS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" PREPARED BY ABEL ENGINEERING PROFESSIONALS, INC. DATED JANUARY 31, 2008.

BOUNDARY CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	160.98	970.00	9°30'32"
C2	113.80	1030.00	6°19'50"

1" = 100'

0 25 50 100 200

Scale in Feet

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

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VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGEND:

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△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
—— — ——	CENTERLINE
— — — —	EASEMENT LINE
—— — — ——	ADJACENT SUBDIVISION LINE
—— — — ——	ADJACENT PROPERTY LINE
—— — — ——	EXISTING RIGHT OF WAY LINE
—— — — ——	EXISTING CENTERLINE
— — — —	EXISTING EASEMENT
— — — —	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.04	195.00	5°53'13"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)1	N10°25'14"E

SEE SHEET 4

SEE SHEET 6

WOLF VILLAGE SUBDIVISION FILING NO. 2 A SPECIAL AREA PLAN REC. NO. 1935903

LOT 3 BLOCK 1

LOT 1 BLOCK 1

TROY AVENUE (130' PUBLIC ROW)

130' ROW 65' 65'

VILLA BELLA SUBDIVISION FILING NO. 1 REC. NO. 1805424

PARCEL "A" DRAINAGE EASEMENT

SIDEWALK EASEMENT (WIDTH VARIES) REC. NO. 1805424

GAS EASEMENT (WIDTH VARIES) REC. NO. _____

GAS EASEMENT (WIDTH VARIES) REC. NO. _____

RIGHT-OF-WAY EASEMENT NO. 5 REC. NO. 938243

RIGHT-OF-WAY EASEMENT NO. 4 REC. NO. 938243

50'x50' EXCLUSIVE GAS EASEMENT REC. NO. 2198704

45' CENTRAL TELEPHONE AND UTILITIES CORPORATION EASEMENT BOOK 1918, PAGE 645

20' PUBLIC UTILITY & DRAINAGE EASEMENT INGRESS AND EGRESS EASEMENT REC. NO. 1805424

1,200 SF 0.028 AC +/- PUBLIC UTILITY AND EASEMENT

PARCEL "A" 142,238 SF 3.265 AC +/- PARK AND EXISTING EASEMENTS

MEDICI WAY (60' PUBLIC ROW)

CLAUDIA WAY (60' PUBLIC ROW)

BYZANTIUM DRIVE (60' PUBLIC ROW)

LOT 108 4,675 SF
LOT 109 2,975 SF
LOT 110 2,975 SF
LOT 111 2,975 SF
LOT 112 2,975 SF
LOT 113 2,975 SF
LOT 114 2,975 SF
LOT 115 2,975 SF
LOT 116 3,825 SF
LOT 117 2,975 SF
LOT 118 2,975 SF
LOT 119 2,975 SF
LOT 120 2,975 SF
LOT 121 2,975 SF
LOT 122 2,975 SF
LOT 123 2,975 SF
LOT 124 2,975 SF
LOT 125 2,975 SF
LOT 126 4,675 SF
LOT 127 3,141 SF
LOT 129 3,904 SF
LOT 130 3,971 SF
LOT 131 2,975 SF
LOT 132 2,975 SF
LOT 133 2,975 SF
LOT 134 2,975 SF
LOT 135 2,975 SF
LOT 136 2,975 SF
LOT 137 2,975 SF
LOT 138 3,825 SF
LOT 139 3,825 SF
LOT 158 3,825 SF
LOT 35 2,975 SF
LOT 36 2,975 SF
LOT 37 2,975 SF
LOT 38 2,975 SF
LOT 39 2,975 SF
LOT 40 2,975 SF
LOT 41 2,975 SF
LOT 42 2,975 SF
LOT 43 2,975 SF

N66°33'15"W 128.50'
L=86.12'
R=195.00'
Δ=25°18'19"
Δ=7°08'24"
L=24.30'
Δ=12°16'52"
L=41.80'
N10°25'14"E (R)
S16°18'52"W (R)
N16°18'27"E (R)
S88°08'27"W 537.91'
N88°08'27"E 537.91'
N88°08'27"E 424.85'
N88°08'27"E 115.00'
N88°08'27"E 305.00'
S88°08'27"W 705.72'
S88°08'27"W 639.39'
N88°08'27"E 700.00'
N01°51'33"W 337.36'
N01°51'33"W 660.00'
N01°51'33"W 600.00'
N01°51'33"W 230.00'
S01°51'33"E
S88°41'45"E (R)
N89°15'26"E 436.33'
N01°49'11"W 1.22'
L=63.79'
R=1170.00'
Δ=3°07'26"
S89°15'26"W 1,468.15'
N89°15'26"E 2,665.71'
BASIS OF BEARINGS
POINT OF BEGINNING
337.91'
200.00'
335.00'
22.00'
L=224.27'
R=492.00'
Δ=26°06'53"
L=23.43'
R=20.00'
Δ=67°06'53"
1.33'

17016 5021 20021

A C S
T20S R64W
S17 S16
S20 S21
2009
LS 36061

FOUND 3-1/4" ALUMINUM CAP STAMPED AS SHOWN

UNSUBDIVIDED

UNSUBDIVIDED

1" = 40'

0 10 20 40 80

Scale in Feet

PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE

REAR 5' 10' 14'
7' REAR
TYPICAL LOT
SIDE SIDE SIDE SIDE
EASEMENT LINE (TYP)
FRONT 5'

RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

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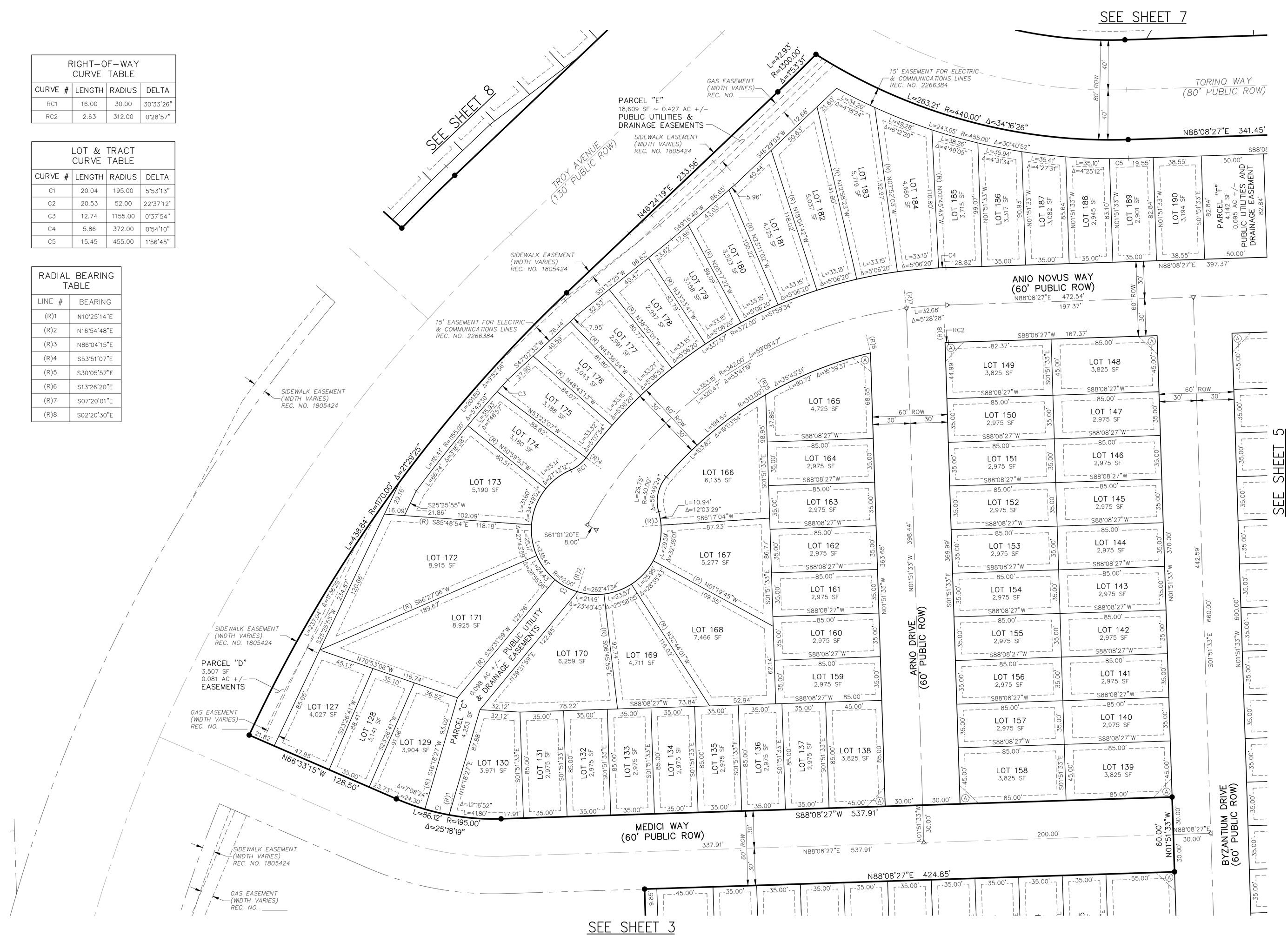
VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC1	16.00	30.00	30°33'26"
RC2	2.63	312.00	0°28'57"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.04	195.00	5°53'13"
C2	20.53	52.00	22°37'12"
C3	12.74	1155.00	0°37'54"
C4	5.86	372.00	0°54'10"
C5	15.45	455.00	1°56'45"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)1	N10°25'14"E
(R)2	N16°54'48"E
(R)3	N86°04'15"E
(R)4	S53°51'07"E
(R)5	S30°05'57"E
(R)6	S13°26'20"E
(R)7	S07°20'01"E
(R)8	S02°20'30"E



LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
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———	BOUNDARY LINE
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——— — — ———	ADJACENT PROPERTY LINE
——— — — ———	EXISTING RIGHT OF WAY LINE
——— — ———	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
——— — ———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

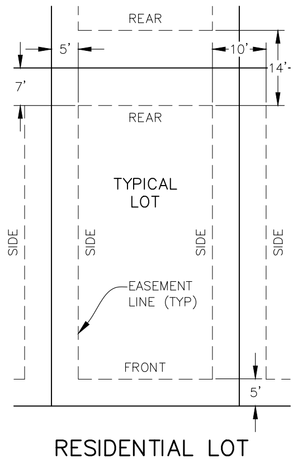
1" = 40'

0 10 20 40 80

Scale in Feet

PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

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VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

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—— – ——	EXISTING CENTERLINE
– – – – –	EXISTING EASEMENT
———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION



RADIAL BEARING TABLE	
LINE #	BEARING
(R)9	S03°54'28"W
(R)10	S00°23'05"W
(R)11	S02°58'35"W
(R)12	S05°33'54"W
(R)13	S00°06'43"E
(R)14	S78°39'49"W
(R)15	S78°24'25"E

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C1	16.02	60.00	15°17'50"
℄C2	17.38	60.00	16°35'52"

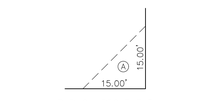
RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC3	8.01	30.00	15°17'50"
RC4	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C6	13.72	755.00	1°02'28"
C7	13.48	90.00	8°34'45"

1" = 40'

0 10 20 40 80

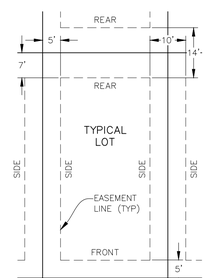
Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

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LEGEND:

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- (R) — RADIAL BEARING
- ● — SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
- ○ — FOUND MONUMENT AS NOTED
- △ — SET CITY MONUMENT BOX
- BOUNDARY LINE
- PROPERTY LINE
- RIGHT OF WAY LINE
- CENTERLINE
- EASEMENT LINE
- ADJACENT SUBDIVISION LINE
- ADJACENT PROPERTY LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING CENTERLINE
- EXISTING EASEMENT
- SECTION/QUARTER SECTION LINE
- *NOT A PART* — PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

SEE SHEET 5



1" = 40'

0 10 20 40 80

Scale in Feet

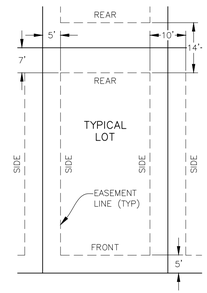
PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)16	N61°38'25"W
(R)17	N19°53'51"W
(R)18	N02°49'04"E

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C3	17.38	60.00	16°35'52"
℄C4	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC5	8.69	30.00	16°35'52"
RC6	8.69	30.00	16°35'52"



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
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VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGEND:

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(R)	RADIAL BEARING
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△	SET CITY MONUMENT BOX
	BOUNDARY LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
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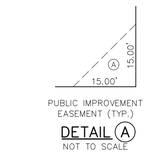
	EASEMENT LINE
	ADJACENT SUBDIVISION LINE
	ADJACENT PROPERTY LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT
	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

1" = 40'

0 10 20 40 80

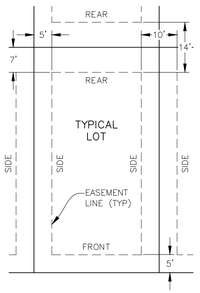
Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)19	N18°08'54"W
(R)20	N62°54'54"W
(R)21	N00°15'15"E
(R)22	S01°06'37"W
(R)23	S03°17'33"W
(R)24	S05°28'30"W
(R)25	S07°39'27"W
(R)26	S03°58'52"W
(R)27	S02°45'06"W
(R)28	S05°10'32"W
(R)29	S01°59'27"W
(R)30	N65°25'52"W
(R)31	N85°16'37"W
(R)32	N09°14'38"E

SEE SHEET 8

SEE SHEET 9

ROMA WAY (60' PUBLIC ROW)

NO DIRECT VEHICULAR ACCESS FROM RESIDENTIAL LOTS

TROY AVENUE (130' PUBLIC ROW)

BOTTICELLI CIRCLE (60' PUBLIC ROW)

LUCCA DRIVE (60' PUBLIC ROW)

DA VINCI DRIVE (60' PUBLIC ROW)

BERGAMO DRIVE (60' PUBLIC ROW)

TORINO WAY (80' PUBLIC ROW)

PARCEL "J"
1,549 SF
0.036 AC +/-
SEE DETAIL SHEET 9
COINCIDENTAL WITH SIDEWALK EASEMENT REC. NO. 1805424

PARCEL "I"
1,549 SF
0.036 AC +/-
SEE DETAIL SHEET 9
COINCIDENTAL WITH SIDEWALK EASEMENT REC. NO. 1805424

PARCEL "H"
9,134 SF
0.210 AC +/-
PUBLIC UTILITIES AND DRAINAGE EASEMENT

VILLA BELLA SUBDIVISION FILING NO. 1 REC. NO. 1805424

PARCEL "E" PARK PARCEL

LOT 1 BLOCK 19

LOT 2 BLOCK 19

LOT 2 BLOCK 18

LOT 200 8,983 SF
LOT 201 6,485 SF
LOT 202 4,636 SF
LOT 203 4,298 SF
LOT 204 4,247 SF
LOT 205 5,916 SF
LOT 206 5,487 SF
LOT 207 3,904 SF
LOT 208 3,827 SF
LOT 209 3,827 SF
LOT 210 3,847 SF
LOT 211 3,913 SF
LOT 212 4,958 SF
LOT 213 5,467 SF
LOT 214 4,414 SF
LOT 215 4,435 SF
LOT 216 7,044 SF
LOT 217 9,201 SF
LOT 218 5,775 SF
LOT 219 3,672 SF
LOT 220 3,878 SF
LOT 221 3,859 SF
LOT 222 4,487 SF
LOT 223 5,791 SF
LOT 224 3,778 SF
LOT 225 3,948 SF
LOT 226 4,045 SF
LOT 227 4,135 SF
LOT 228 4,135 SF
LOT 229 4,909 SF
LOT 230 5,871 SF
LOT 231 3,847 SF
LOT 232 3,848 SF
LOT 233 3,847 SF
LOT 234 3,874 SF
LOT 235 4,007 SF
LOT 236 4,007 SF
LOT 237 4,007 SF
LOT 238 4,007 SF
LOT 239 5,011 SF
LOT 240 5,652 SF
LOT 241 4,273 SF
LOT 242 4,273 SF
LOT 243 4,273 SF
LOT 244 4,273 SF
LOT 245 3,963 SF
LOT 246 3,836 SF
LOT 247 3,836 SF
LOT 248 6,072 SF
LOT 196 3,735 SF
LOT 195 3,933 SF
LOT 194 4,812 SF
LOT 197 5,269 SF
LOT 198 8,295 SF
LOT 199 13,654 SF

SEE SHEET 4

SEE SHEET 5

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC7	8.69	30.00	16°35'52"
RC8	9.06	30.00	17°18'09"
RC9	9.06	30.00	17°18'09"
RC10	8.69	30.00	16°35'52"
RC11	57.14	970.00	3°22'30"
RC12	8.33	30.00	15°54'21"
RC13	8.69	30.00	16°35'52"
RC14	8.69	30.00	16°35'52"
RC15	9.15	30.00	17°28'13"

RIGHT-OF-WAY LINE TABLE		
LINE #	BEARING	DISTANCE
RL1	N01°51'33"W	23.20
RL2	S01°51'33"E	21.52

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C5	17.38	60.00	16°35'52"
℄C6	18.12	60.00	17°18'09"
℄C7	18.12	60.00	17°18'09"
℄C8	17.38	60.00	16°35'52"
℄C9	16.66	60.00	15°54'21"
℄C10	17.38	60.00	16°35'52"
℄C11	17.38	60.00	16°35'52"
℄C12	18.29	60.00	17°28'13"

CENTERLINE LINE TABLE		
LINE #	BEARING	DISTANCE
℄L1	N01°51'33"W	22.82

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C8	21.00	1418.50	0°50'54"
C9	15.29	90.00	9°43'51"
C10	14.61	1127.50	0°44'33"

LOT & TRACT LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N08°58'38"E	15.09
L2	N26°42'17"E	20.00

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

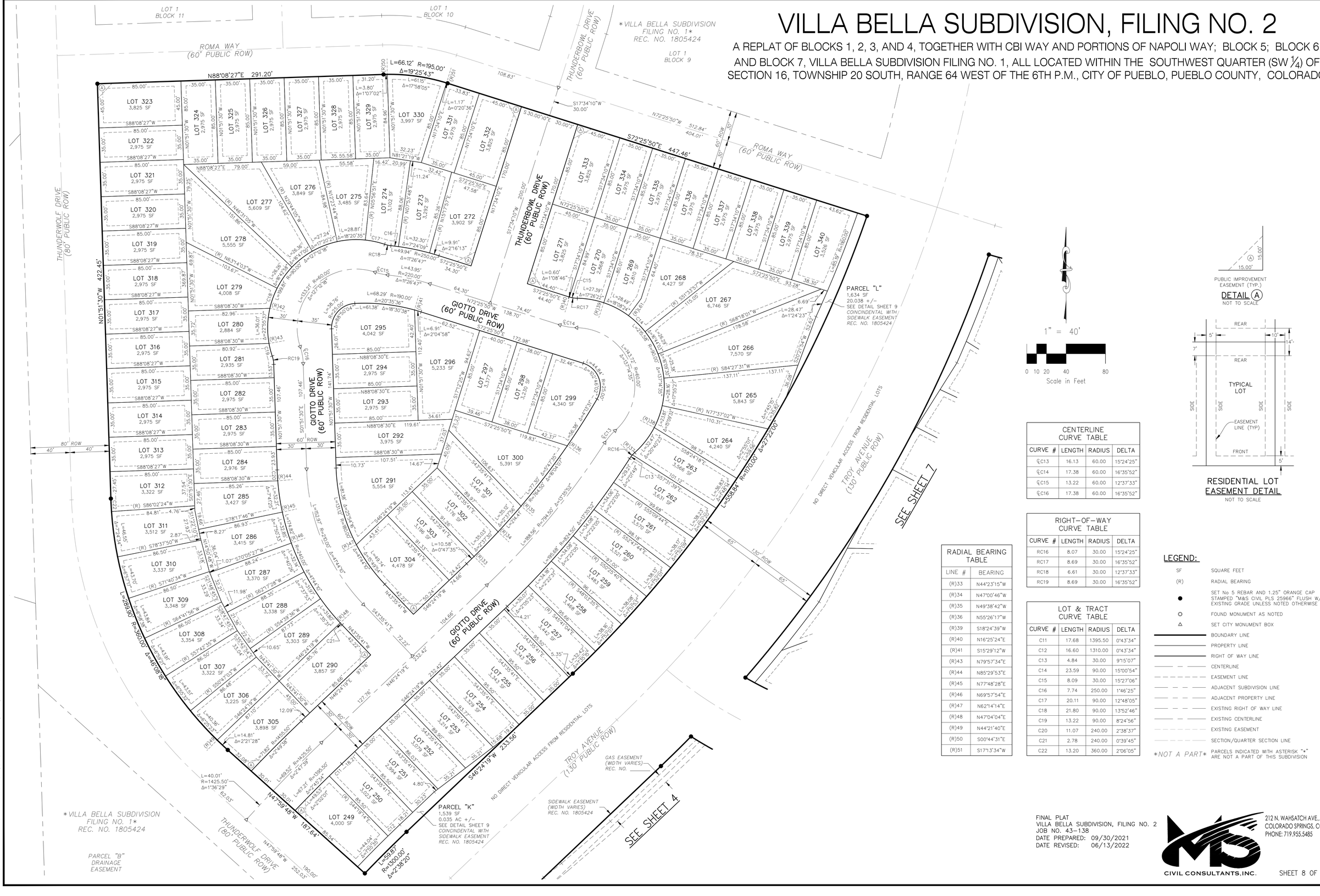
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

CIVIL CONSULTANTS, INC.

File: D:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDINVS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 6/13/2022 5:32 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



1" = 40'

0 10 20 40 80

Scale in Feet

PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE

RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C13	16.13	60.00	15°24'25"
℄C14	17.38	60.00	16°35'52"
℄C15	13.22	60.00	12°37'33"
℄C16	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC16	8.07	30.00	15°24'25"
RC17	8.69	30.00	16°35'52"
RC18	6.61	30.00	12°37'33"
RC19	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C11	17.68	1395.50	0°43'34"
C12	16.60	1310.00	0°43'34"
C13	4.84	30.00	9°15'07"
C14	23.59	90.00	15°00'54"
C15	8.09	30.00	15°27'06"
C16	7.74	250.00	1°46'25"
C17	20.11	90.00	12°48'05"
C18	21.80	90.00	13°52'46"
C19	13.22	90.00	8°24'56"
C20	11.07	240.00	2°38'37"
C21	2.78	240.00	0°39'45"
C22	13.20	360.00	2°06'05"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)33	N44°23'15"W
(R)34	N47°00'46"W
(R)35	N49°38'42"W
(R)36	N55°26'17"W
(R)39	S18°24'39"W
(R)40	N16°25'24"E
(R)41	S15°29'12"W
(R)43	N79°57'34"E
(R)44	N85°29'53"E
(R)45	N77°48'28"E
(R)46	N69°57'54"E
(R)47	N62°14'14"E
(R)48	N47°04'04"E
(R)49	N44°21'40"E
(R)50	S00°44'31"E
(R)51	S17°13'34"W

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— — ———	CENTERLINE
- - - - - -	EASEMENT LINE
——— — ———	ADJACENT SUBDIVISION LINE
——— — ———	ADJACENT PROPERTY LINE
——— — ———	EXISTING RIGHT OF WAY LINE
——— — ———	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

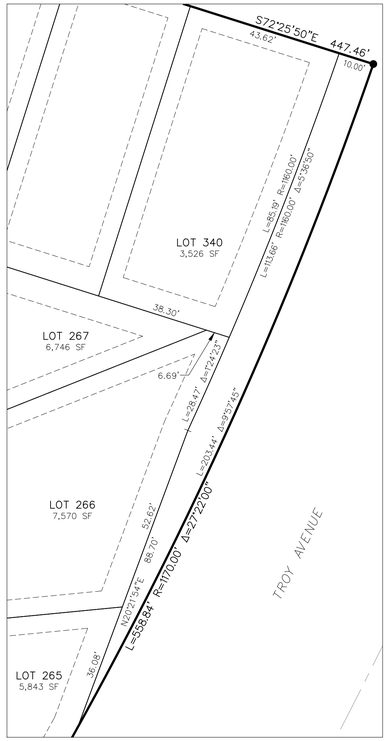
FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS.INC.

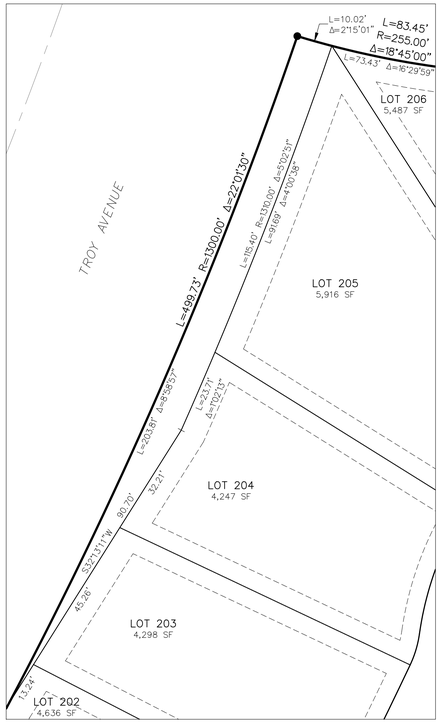
File: Q:\43138 BELLA PUEBLO\VILLA BELLA LANDMGS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 6/13/2022 5:33 PM

VILLA BELLA SUBDIVISION, FILING NO. 2

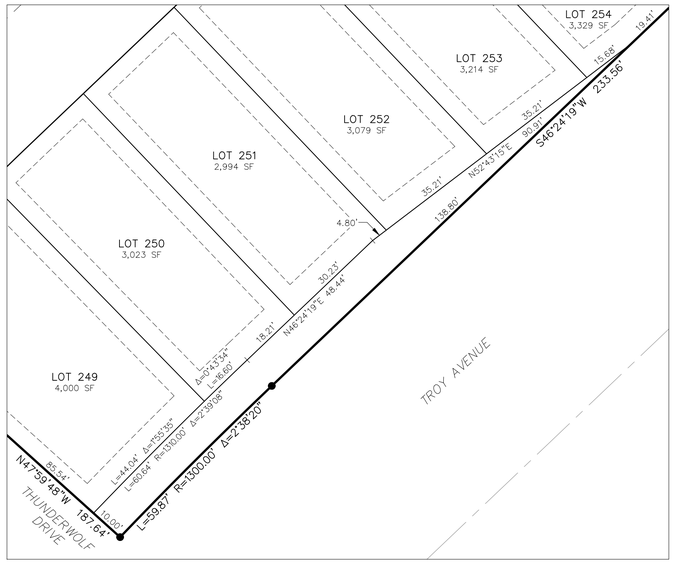
A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



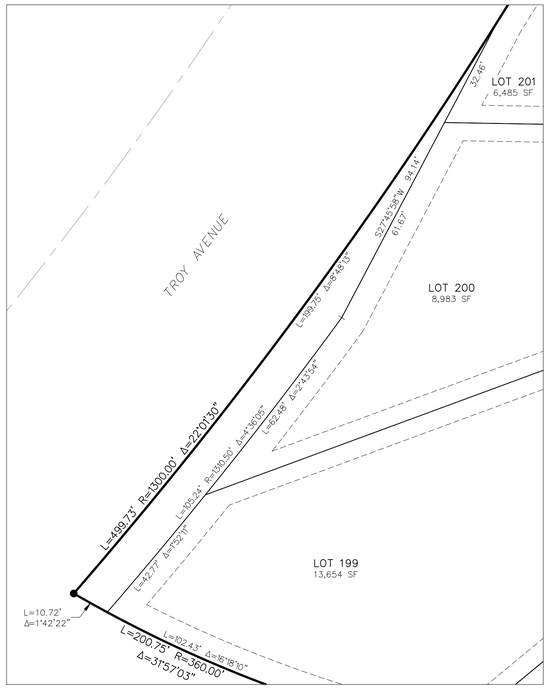
PARCEL "K" DETAIL
SEE SHEET 8
SCALE: 1" = 20'



PARCEL "I" DETAIL
SEE SHEET 7
SCALE: 1" = 20'



PARCEL "J" DETAIL
SEE SHEET 8
SCALE: 1" = 20'



PARCEL "H" DETAIL
SEE SHEET 7
SCALE: 1" = 20'

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
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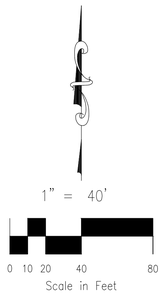
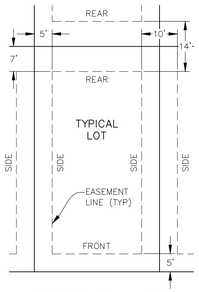
—— – ——	CENTERLINE
- - - - - -	EASEMENT LINE
—— – ——	ADJACENT SUBDIVISION LINE
—— – ——	ADJACENT PROPERTY LINE
—— – ——	EXISTING RIGHT OF WAY LINE
—— – ——	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
- - - - - -	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION





PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)52	S06°21'07"W
(R)53	N88°25'35"W
(R)54	S83°21'44"E
(R)55	S84°51'27"W
(R)56	S01°19'32"W
(R)57	N10°03'29"W

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C23	21.21	200.00	6°04'34"
C24	11.98	200.00	3°25'58"
C25	13.54	260.00	2°59'00"
C26	18.66	960.00	1°06'50"
C27	4.45	30.00	8°29'49"
C28	4.24	30.00	8°06'03"
C29	26.89	90.00	17°06'59"
C30	25.81	90.00	16°25'59"
C31	25.14	90.00	16°00'21"
C32	26.45	90.00	16°50'14"
C33	26.92	90.00	17°08'22"
C34	4.40	30.00	8°23'56"
C35	4.29	30.00	8°11'56"

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C17	17.38	60.00	16°35'52"
℄C18	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC20	8.69	30.00	16°35'52"
RC21	8.69	30.00	16°35'52"



SEE SHEET 7

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

File: Q:\43138 VILLA BELLA PUEBLO\VILLA BELLA LANDHUIS\Survey\Plat\43138 Villa Bella Filing 2 FP.dwg Plotstamp: 6/13/2022 5:34 PM

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, July 13, 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 3:31 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, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Bart Mikitowicz, Sr. Planner

APPROVAL OF THE JULY 13, 2022, AGENDA:

Bailey moved to approve the agenda with the following changes:

1. Move S-22-06, North Vista Filing No. 5 Subdivision to the August 10, 2022, Public Hearing.
2. Move CP-22-01, Pueblo Regional Comprehensive Plan to the last item on the July 13th agenda.
3. Move Z-22-05, Cottages at Park West Rezoning to the August 10, 2022, Public Hearing
4. Move S-22-03, Cottages at Park West, Subdivision to the August 10, 2022, Public Hearing.
5. Move SAP-22-01, Cottages at Park West, Special Area Plan to the August 10, 2022, Public Hearing.

Seconded by Aznar,

Motion carried 6-0, Avalos absent

PUBLIC HEARING AND ACTION

1. **S-21-10 Subdivision:** Villa Bella Filing No. 2, subdivision of 48.240 acres into 375 single-family residential lots. Generally located south of Rawlings Blvd., west of Bergamo Drive, and east of Thunderwolf Drive.

   Staff Report by Beritt Odom

   BACKGROUND AND ANALYSIS:
   The proposed subdivision is located east of CSU-P, south of Villa Bella Expeditionary School, and north of Cesar Chavez Blvd. and is a re-subdivision of the western portion of the Villa Bella, Filing No. 1, Subdivision (2009). Villa Bella, Filing No. 1 was originally subdivided for multifamily and office/commercial uses. In 2020, an amendment to the Villa Bella PUD was approved, which changed the uses within the project area to single-family residential.

   Villa Bella, Filing No. 2, divides the property into 375 modestly sized single-family residential lots and multiple parcels dedicated for drainage, detention, pedestrian, public utilities, trail, and landscape purposes. The average lot area within the proposed subdivision is about 2,975 square feet with an average lot width of 35-feet. Parcel A is 3.837 acres and is dedicated as a neighborhood park that will be owned, developed, and maintained by the Villa Bella Metropolitan District No. 1. Parcel B is dedicated for perpetual use as public utility easements, landscaping, and sidewalk, "subject to certain restrictions." However, the plat states Parcel B is intended for public utilities, drainage easements, and park. Staff recommends an amendment to the subdivision plat to remove the park provision from Parcel B. Additionally, the "SUMMARY" table on the dedication page of the subdivision must be amended to remove Parcel B from the park calculation. The proposed park area, within Parcel A, is approximately nine percent of the land area, exclusive of street widths, being subdivided, which exceeds the 8-percent park dedication requirement.

   COMPREHENSIVE PLAN COMPLIANCE:
   The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhoods." According to the plan, Suburban Neighborhoods are characterized by single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Curvilinear streets and cul-de-sacs are typical in Suburban Neighborhoods and should provide pedestrian and bicycle connectivity between neighborhoods. The proposed Villa Bella, Filing No. 2, provides a mixture of lot sizes for single-family homes, with a density of 7.7 residential units per acre, which is greater than the Comprehensive Plan suggested density of two to five dwelling units per acre. However, the previous Pueblo Comprehensive Plan Designation of the project area was "Special Development Area," which required a master plan to be prepared and approved prior to development. The Villa Bella PUD serves as the Master Plan for the project site and was originally approved in 2009 and amended in 2021 to allow densities greater than five units per acre. The proposed subdivision complies with the Villa Bella PUD and the proposed density is slightly greater than the recommendation of the Pueblo Regional Comprehensive Plan, 2022.

RECOMMENDED ACTION:
The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements: M & S Civil Consultants, Inc. requests the following modifications, identified in the Subdivision Review Checklist-Part I:

1. Five- and seven-foot-wide utility easements, standard width is 10-foot.
2. Modification of the street knuckle design. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
    a) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
    b) Fire trucks can maneuver with cars being parked on both sides.

Request for Deferred Filings: Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, July 5, 2022.

Conditions of Approval:
(Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.):

1. Amend Parcel "A" dedication statement to dedicate the parcel for park and recreation purposes to be owned and maintained by the owner(s) and/or the Villa Bella Metropolitan District No. 1.
2. Amend the fifth paragraph of the "Dedication" to read: "LANDSCAPING LOOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPARIED, AND MAINTAINED IN GOOD CONDITION BY THE OWNER(S) AND/OR THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON."
3. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
    c) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
    d) Fire trucks can maneuver with cars being parked on both sides.

    Parking restrictions to be determined during the Subdivision Part II review, conditions are not required to be satisfied prior to City Council review.
4. The 45-foot Central Telephone and Utilities Corporation Easement must be released and removed from the subdivision plat.
5. Amend subdivision plat and related documents as requested in the Stormwater Utility Memo from John Sakariason, June 27, 2022.
6. Amend the Utility Plan addressing the Sanitary Sewer Main location in Thunderwolf Drive and in Parcel B. The Utility Plan will be reviewed as part of the Subdivision Part II review and is not required to be amended prior to City Council review.
7. Amend subdivision plat to reflect Thunderalley Drive not "Thunder Valley Drive."

8. Change Giotto Drive to Giotto Circle on the subdivision plat.
9. Submit a Street Name Change request to change Napoli Way to Medici Way

Bailey asked if they will be constructing two story homes. Odom deferred to the applicant representative Virgil Sanchez.

Martinez asked why staff is recommending that the park dedication be removed from Parcel B? Odom stated that City Park standards do not allow stormwater facilities to be classified as parks. The facilities may be used as open space for the surrounding residents but not calculated towards the total park area. The park area dedicated in Parcel A, meets the eight-percent park area requirement of the PUD, therefore it is not necessary to include Parcel B in the park calculation.

Castellucci inquired about the 35-foot-wide lots. Odom stated that the 2020 amendment to the PUD allows an average lot width of 35-feet within any block. All lot widths within each block were averaged as part of the review and meet the minimum requirements.

HEARING:
Virgil Sanchez, M&S Civil Consultants, Inc., 212 N. Wahsatch, Colorado Springs, testified in favor of the application. Mr. Sanchez stated that they would be constructing two story homes.

Sanchez stated that most homes will be two stories and will have front facing garages. Bailey asked what the largest lot size is? Sanchez stated that there are lots at 5,000 square feet or greater, which are primarily found on the corners of two intersecting streets. Sanchez stated that the small lots are typical along the front-range.

No one testified in opposition.

MOTION:
Bailey moved to approve with all requests for modifications to the requirements and conditions of approval as noted in the staff report. Second by Spinuzzi,

Motion carried 6-0, Avalos absent.

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-21-03 Villa Bella Vacation
S-21-10 Villa Bella Filing No. 2

DATE: August 11, 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-21-10

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Beritt Odom, Principal Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	July 13, 2021
SUBJECT:	Villa Bella Subdivision, Filing No. 2
APPLICANT:	Virgil A. Sanchez, M & S Civil Consultants, Inc.
PROPERTY OWNER:	Jeff Mark, Caleb Development, LLC
LOCATION:	Generally located south of Rawlings Blvd., west of Bergamo Dr., and east of Thunderwolf Dr.
EXISTING ZONE:	PUD, Villa Bella
CONCURRENT REQUESTS:	V-21-03, Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation

REQUEST:
The applicant is requesting to subdivide 48.240-acres into 375 residential lots and multiple parcels for a park, drainage, detention, trails, and public utilities.

STAFF REVIEW AND FINDINGS:
The proposed subdivision is located east of CSU-P, south of Villa Bella Expeditionary School, and north of Cesar Chavez Blvd. and is a re-subdivision of the western portion of the Villa Bella, Filing No. 1, Subdivision (2009). Villa Bella, Filing No. 1 was originally subdivided for multifamily and office/commercial uses. In 2020, an amendment to the Villa Bella PUD was approved, which changed the uses within the project area to single-family residential.

Villa Bella, Filing No. 2, divides the property into 375 modestly sized single-family residential lots and multiple parcels dedicated for drainage, detention, pedestrian, public utilities, trail, and landscape purposes. The average lot area within the proposed subdivision is about 2,975 square feet with an average lot width of 35-feet. Parcel A is 3.837 acres and is dedicated as a neighborhood park that will be owned, developed, and maintained by the Villa Bella Metropolitan District No. 1. Parcel B is dedicated for perpetual use as public utility easements, landscaping, and sidewalk, "subject to certain restrictions." However, the plat states Parcel B is intended for public utilities, drainage easements, and park. Staff recommends an amendment to the subdivision plat to remove the park provision from Parcel B. Additionally, the "SUMMARY" table on the dedication page of the subdivision must be amended to remove Parcel B from the park calculation. The proposed park area, within Parcel A, is approximately nine percent of the land area, exclusive of street widths, being subdivided, which exceeds the 8-percent park dedication requirement.

APPLICABLE REGULATIONS:
Sec. 17-4-1 through 6 of the Pueblo Municipal Code (PMC) concerning zone district 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 the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	M & S Civil Consultants, Inc. requests the following modifications, identified in the Subdivision Review Checklist-Part I: 1. Five- and seven-foot-wide utility easements, standard width is 10-foot. 2. Modification of the street knuckle design. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs: a) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street. b) Fire trucks can maneuver with cars being parked on both sides. .
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, July 5, 2022.
Plat Deficiencies:	None
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Amend Parcel "A" dedication statement to dedicate the parcel for park and recreation purposes to be owned and maintained by the owner(s) and/or the Villa Bella Metropolitan District No. 1. 2. Amend the fifth paragraph of the "Dedication" to read: "LANDSCAPING LOOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPARIED, AND MAINTAINED IN GOOD CONDITION BY THE OWNER(S) AND/OR THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON." 3. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs: c) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.

	d) Fire trucks can maneuver with cars being parked on both sides. Parking restrictions to be determined during the Subdivision Part II review, conditions are not required to be satisfied prior to City Council review. 4. The 45-foot Central Telephone and Utilities Corporation Easement must be released and removed from the subdivision plat. 5. Amend subdivision plat and related documents as requested in the Stormwater Utility Memo from John Sakariason, June 27, 2022. 6. Amend the Utility Plan addressing the Sanitary Sewer Main location in Thunderwolf Drive and in Parcel B. The Utility Plan will be reviewed as part of the Subdivision Part II review and is not required to be amended prior to City Council review. 7. Amend subdivision plat to reflect Thunderalley Drive not "Thunder Valley Drive." 8. Change Giotto Drive to Giotto Circle on the subdivision plat. 9. Submit a Street Name Change request to change Napoli Way to Medici Way.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The subject property is unimproved.

- **Neighborhood Compatibility:**

North	Villa Bella PUD, Thunder Zone Pizza and Tap House, Villa Bella Expeditionary School and unimproved commercial and residential uses.
East	Villa Bella PUD, single-family residential and unimproved single-family residential lots
South	B-4, Central Business District, unimproved land.
West	R-5, Multiple-Residential and Office District, Wolf Village Student Housing.

- **Comprehensive Plan Compliance:**
  The project site is designated by the Pueblo Regional Comprehensive Plan as "Suburban Neighborhoods." According to the plan, Suburban Neighborhoods are characterized by single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Curvilinear streets and cul-de-sacs are typical in Suburban Neighborhoods and should provide pedestrian and bicycle connectivity between neighborhoods. The proposed Villa Bella, Filing

No. 2, provides a mixture of lot sizes for single-family homes, with a density of 7.7 residential units per acre, which is greater than the Comprehensive Plan suggested density of two to five dwelling units per acre. However, the previous Pueblo Comprehensive Plan Designation of the project area was "Special Development Area," which required a master plan to be prepared and approved prior to development. The Villa Bella PUD serves as the Master Plan for the project site and was originally approved in 2009 and amended in 2021 to allow densities greater than five units per acre. The proposed subdivision complies with the Villa Bella PUD and the proposed density is slightly greater than the recommendation of the Pueblo Regional Comprehensive Plan, 2022.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- **Minimum lot size and width:**
  - The proposed 375 single-family lots meet the minimum 35-foot average lot width for each block.
  - All lots are greater than the minimum 2,975 square foot lot area.

REFERRAL AGENCIES AND COMMENTS:

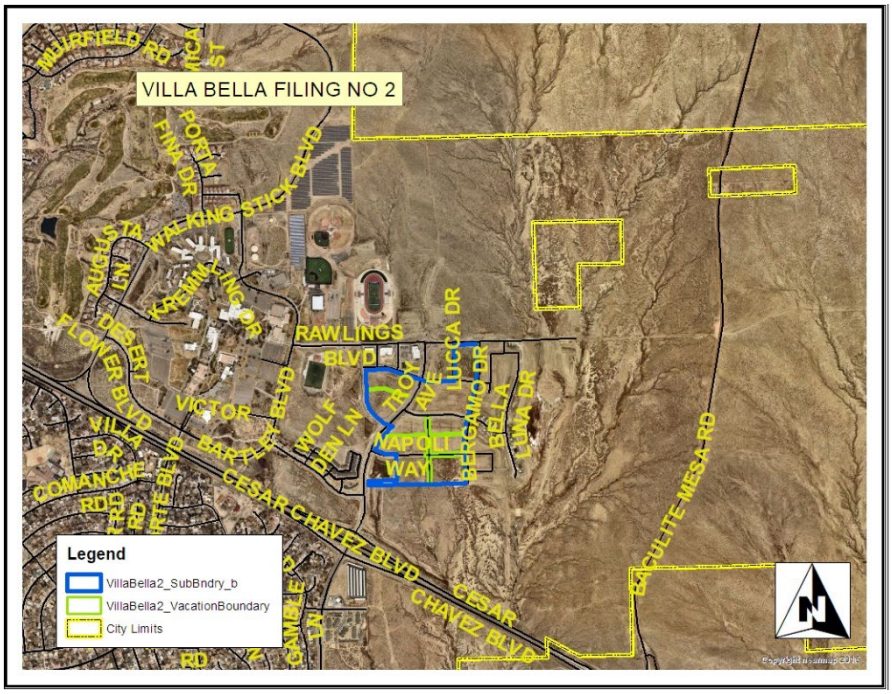
- City Public Works-Comments included in the subdivision conditions
- City Transportation-Comments included in the subdivision conditions
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- Pueblo Board of Water Works-No comment
- City Wastewater-Comments included in the subdivision conditions
- City Stormwater-Comments included in the subdivision conditions
- City Parks and Recreation Department-Comments included in the subdivision conditions
- City GIS-Comments included in the subdivision conditions
- Xcel Energy-A five-foot front easement is sufficient for Xcel Energy "as long as electric, phone, cable, and internet are being installed in the rear seven-foot easement," email from Todd Newitt Xcel Energy, Designer.
- Black Hills Energy-No comment
- CDOT-Please see the attached letter from Michelle Regalado, CDOT R2 Assistant Access Manager, June 27, 2022.

ATTACHMENTS:

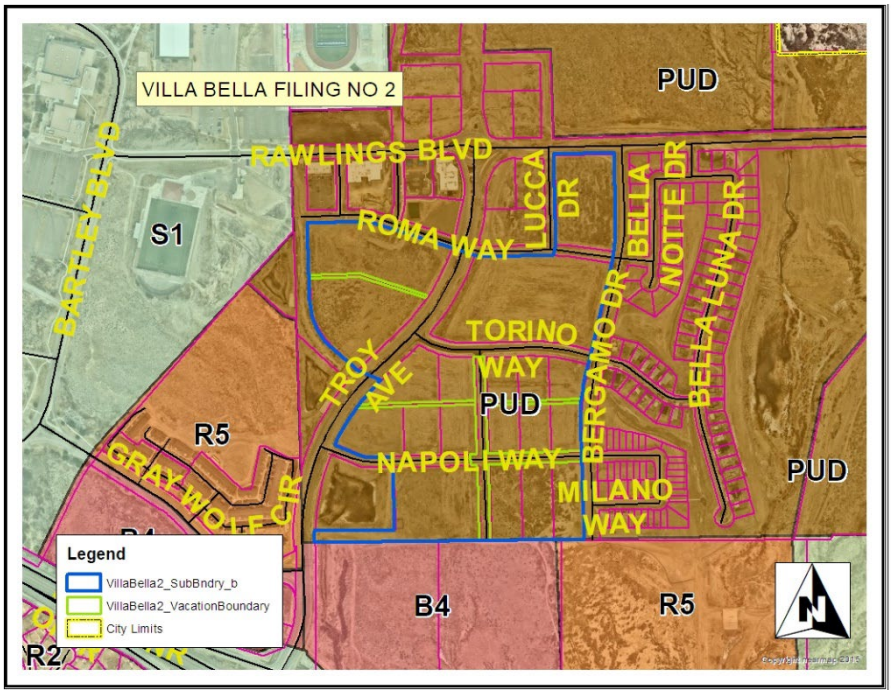
A. Aerial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Site Photographs
E. SRC Memo July 5, 2022
F. Plat
G. Subdivision Application
H. Stormwater Utility Memo
I. CDOT Letter

I.

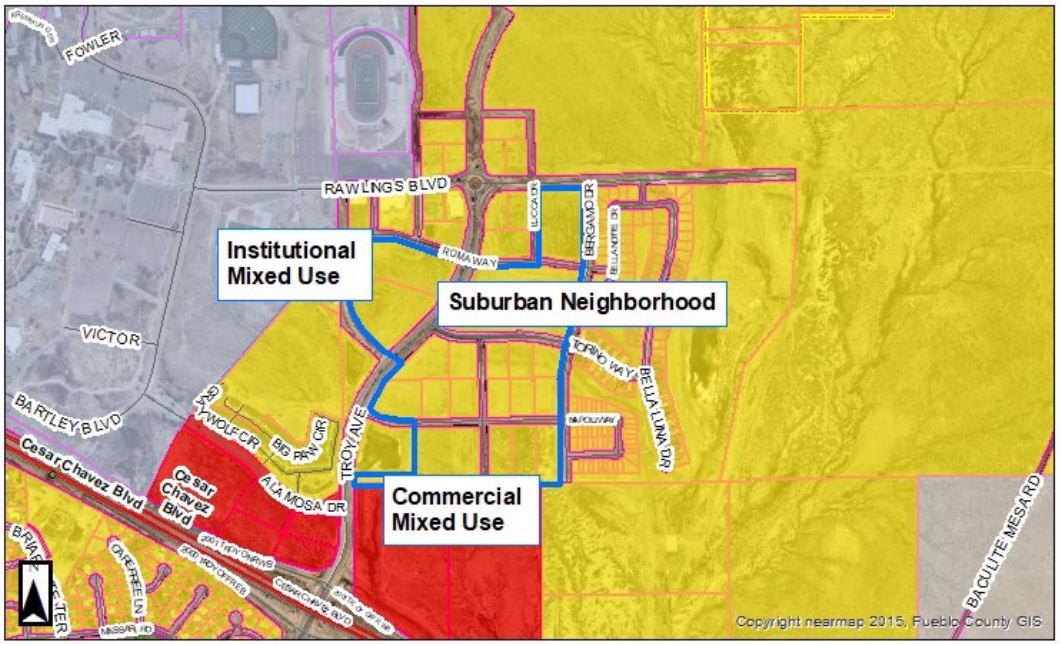
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



Villa Bella, Filing No. 2, looking northeast from Torino Way



Villa Bella, Filing No. 2 looking southwest from Torino Way

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

Date: July 5, 2022

Subject: S-21-10 Villa Bella Subdivision, Filing No. 2
V-21-03 Villa Bella Subdivision, Filing No. 1, Street and Easement Vacation

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V-21-03 Villa Bella Subdivision, Filing No. 1 Street and Easement Vacation

The Subdivision Review Committee recommends the Subdivision Plat be recommended for Approval with the following condition:

The Villa Bella, Filing No. 1 Street and Easement Vacation must be recorded concurrently with the Villa Bella, Filing No. 2 Subdivision.

S-21-10 Villa Bella Subdivision, Filing No. 2

Request for Modifications to Subdivision Regulations:
Civil Consultants, Inc. requests the following modifications, identified in the Subdivision Review Checklist-Part I:

1. Five- and seven-foot-wide utility easements, standard with is 10-foot.
2. Modification of the street knuckle design. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
    a) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
    b) Fire trucks can maneuver with cars being parked on both sides.

The Subdivision Review Committee does not object to the request for modifications.

Request for Deferred Filings:
The property owner, and applicant submitted a request for deferred filings, the Subdivision Review Committee does not object to the request for Deferred Filings.

The Subdivision Review Committee recommends the Subdivision Plat be recommended for Approval with the following conditions (all conditions must be addressed prior to the subdivision being reviewed by City Council, unless noted otherwise):

1. Amend Parcel “A” dedication statement to dedicate the parcel for park and recreation purposes to be owned and maintained by the owner(s) and/or the Villa Bella Metropolitan District No. 1.
2. Amend the fifth paragraph of the “Dedication” to read: “LANDSCAPING LOOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPARIED, AND MAINTAINED IN GOOD CONDITION BY THE OWNER(S) AND/OR THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.”

3. The Department of Transportation requests parking restrictions on streets with the modified knuckle design if the following occurs:
    c) Two vehicles traveling in opposite directions can maneuver with cars being parked on both sides of the street.
    d) Fire trucks can maneuver with cars being parked on both sides.

   Parking restrictions to be determined during the Subdivision Part II review, conditions are not required to be satisfied prior to City Council review.

4. The 45-foot Central Telephone and Utilities Corporation Easement must be released and removed from the subdivision plat.

5. Amend subdivision plat and related documents as requested in the Stormwater Utility Memo from John Sakariason, June 27, 2022.

6. Amend the Utility Plan addressing the Sanitary Sewer Main location in Thunderwolf Drive and in Parcel B. The Utility Plan will be reviewed as part of the Subdivision Part II review and is not required to be amended prior to City Council review.

7. Amend Subdivision Plat to reflect Thunderalley Drive not “Thunder Valley Drive.”

8. Change Giotto Drive to Giotto Circle on the subdivision plat.

9. Submit a Street Name Change request to change Napoli Way to Medici Way.

VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION

KNOW ALL MEN BY THESE PRESENTS: THAT CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, AND LORSON NORTH LAND CORP., A COLORADO CORPORATION, BEING THE SOLE OWNERS OF THE FOLLOWING DESCRIBED TRACT OF LAND:

TRACTS OF LAND IN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE SIXTH PRINCIPAL MERIDIAN, PUEBLO COUNTY, COLORADO , BEING A REPLAT OF BLOCKS 1, 2, 3, AND 4 "VILLA BELLA SUBDIVISION FILING NO. 1" UNDER RECEPTION NO. 1805424 OF THE PUEBLO COUNTY, COLORADO RECORDS, TOGETHER WITH CBI WAY AND A PORTION OF NAPOLI WAY, MORE PARTICULARLY DESCRIBED AS FOLLOWS;

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 1, "VILLA BELLA SUBDIVISION FILING NO. 1" SAID POINT LING ON THE EAST RIGHT OF WAY LINE OF TROY AVENUE AS SHOWN ON SAID PLAT;

THENCE ALONG SAID EAST LINE THE FOLLOWING TWO (2) COURSES:

1. THENCE N01°49'11"W (N01°49'18"W PLAT) A DISTANCE OF 1.22 FEET TO A POINT OF CURVE;
2. THENCE 63.79 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 3°07'26", THE CHORD OF 63.78 FEET BEARS N00°15'28"W TO THE SOUTHWEST CORNER OF PARCEL "A", "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG THE SOUTH AND EAST LINES THEREOF THE FOLLOWING TWO (2) COURSES:

1. THENCE N89°15'26"E (N89°15'18"E PLAT) A DISTANCE OF 436.33 FEET;
2. THENCE N01°51'33"W (N01°51'41"W PLAT) A DISTANCE OF 337.36 FEET TO THE SOUTH RIGHT-OF WAY LINE OF AFORESAID NAPOLI WAY;

THENCE N88°08'27"E (N88°08'19"E PLAT) ALONG SAID SOUTH LINE A DISTANCE OF 424.85 FEET;

THENCE N01°51'33"W A DISTANCE OF 60.00 FEET TO THE NORTH RIGHT-OF-WAY LINE OF NAPOLI WAY;

THENCE ALONG SAID NORTH LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S88°08'27"W (S88°08'19"W PLAT) A DISTANCE OF 537.91 FEET TO A POINT OF CURVE;
2. THENCE 86.12 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 195.00 FEET, A CENTRAL ANGLE OF 25°18'19", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
3. THENCE N66°33'15"W (N66°33'22"W PLAT) A DISTANCE OF 128.50 FEET TO THE AFORESAID EAST RIGHT-OF-WAY LINE OF TROY AVENUE;

THENCE ALONG SAID EAST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE 438.84 FEET ALONG THE ARC OF A NON-TANGENT CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 1,170.00 FEET, A CENTRAL ANGLE OF 21°29'25", THE CHORD OF 436.27 FEET BEARS N35°39'37"E TO A POINT OF TANGENT;
2. THENCE N46°24'19"E (N46°24'12"E PLAT) A DISTANCE OF 233.56 FEET TO A POINT OF CURVE;
3. THENCE 42.93 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,300.00 FEET, A CENTRAL ANGLE OF 1°53'31", THE CHORD OF 42.92 FEET BEARS N45°27'34"E TO THE SOUTH RIGHT-OF-WAY LINE OF TORINO WAY AS SHOWN ON "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID SOUTH LINE THE FOLLOWING FOUR (4) COURSES:

1. THENCE 263.21 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 440.00 FEET, A CENTRAL ANGLE OF 34°16'26", THE CHORD OF 259.30 FEET BEARS S74°43'20"E TO A POINT OF TANGENT;
2. THENCE N88°08'27"E (N88°08'19"E PLAT) A DISTANCE OF 341.45 FEET TO A POINT OF CURVE;
3. THENCE 251.33 FEET ALONG THE ARC OF A CURVE TO THE RIGHT, SAID CURVE HAVING A RADIUS OF 960.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 250.61 FEET BEARS S84°21'33"E TO A POINT OF TANGENT;
4. THENCE S76°51'41"E (S76°51'33"E PLAT) A DISTANCE OF 88.90 FEET TO THE WEST RIGHT-OF-WAY LINE OF BERGAMO DRIVE AS SHOWN ON "VILLA BELLA SUBDIVISION FILING NO. 1";

THENCE ALONG SAID WEST LINE THE FOLLOWING THREE (3) COURSES:

1. THENCE S13°08'27"W (S13°08'19"W PLAT) A DISTANCE OF 66.63 FEET TO A POINT OF CURVE;
2. THENCE 272.27 FEET ALONG THE ARC OF A CURVE TO THE LEFT, SAID CURVE HAVING A RADIUS OF 1,040.00 FEET, A CENTRAL ANGLE OF 15°00'00", THE CHORD OF 271.49 FEET BEARS S05°38'27"W TO A POINT OF TANGENT;
3. THENCE S01°51'33"E (S01°51'41"E PLAT) A DISTANCE OF 621.02 FEET TO THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16;

THENCE S89°15'26"W (S89°15'18"W PLAT) ALONG SAID SOUTH LINE, 1,468.15 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS A CALCULATED AREA OF 1,128,588 SQUARE FEET (25.909 ACRES) MORE OR LESS.

TOGETHER WITH: LOTS 1 AND 2, BLOCK 5 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 420,846 SQUARE FEET (9.661 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 6 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 384,964 SQUARE FEET (8.838 ACRES) MORE OR LESS.

TOGETHER WITH: LOT 1, BLOCK 7 "VILLA BELLA SUBDIVISION FILING NO. 1"

SAID PARCEL CONTAINS A CALCULATED AREA OF 166,915 SQUARE FEET (3.832 ACRES) MORE OR LESS.

SAID PARCELS CONTAIN A COMBINED CALCULATED AREA OF 2,101,313 SQUARE FEET (48.240 ACRES MORE OR LESS.)

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED, AND SUBDIVIDED INTO LOTS, BLOCKS, PARCELS, AND STREETS AND HAS SHOWN CERTAIN EASEMENTS FOR PUBLIC UTILITY AND DRAINAGE, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED, AND NAMED ON THE PLAT, FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "VILLA BELLA SUBDIVISION, FILING NO. 2"

DEDICATION

ALL OF THE STREETS SHOWN HEREON ARE HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE.

PARCEL "A" AS SHOWN HEREON IS HEREBY DEDICATED TO THE PUBLIC FOR PERPETUAL USE FOR ACCESS, LANDSCAPING, PARKS, AND RECREATION.

PARCELS "B", "C", "D", "E", "F", "G", "H", "I", "J", AND "K" AS SHOWN HEREON ARE HEREBY DEDICATED FOR PERPETUAL USE AS PUBLIC UTILITY EASEMENTS. THESE PARCELS ARE ALSO DEDICATED FOR PERPETUAL USE FOR LANDSCAPING AND SIDEWALK, SUBJECT TO THE FOLLOWING RESTRICTIONS.

WITH RESPECT TO ALL EASEMENTS FOR PUBLIC 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 PUBLIC UTILITIES AND TO RECOVER THE COSTS THEREOF, PLUS AN ADMINISTRATIVE CHARGE OF 15% FROM SAID OWNER(S).

ALL PUBLIC UTILITY EASEMENTS SHALL BE FURTHER SUBJECT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT DATED _____ AND FILED CONTEMPORANEOUSLY WITH THE ANNEXED PLAT. DRAINAGE FACILITIES LOCATED WITHIN PUBLIC UTILITY EASEMENTS SHALL BE INSTALLED, REPAIRED AND MAINTAINED IN GOOD WORKING ORDER AND CONDITION BY THE VILLA BELLA METROPOLITAN DISTRICT NO. 1 PURSUANT TO THE STORMWATER FACILITY MAINTENANCE AGREEMENT HEREIN REFERENCED.

LANDSCAPING LOCATED WITHIN PARCELS DEDICATED FOR SUCH PURPOSE, AS SHOWN HEREON, SHALL BE INSTALLED, REPAIRED, AND MAINTAINED IN GOOD CONDITION BY THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, SUBJECT TO THE TERMS AND CONDITIONS OF THE DECLARATION OF COVENANTS REFERENCED HEREON.

ALL 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.

THE PROPERTY IS SUBJECT TO THE EFFECT OF INCLUSION OF SUBJECT PROPERTY IN THE VILLA BELLA METROPOLITAN DISTRICT NO. 1, AS EVIDENCED BY INSTRUMENT RECORDED _____, 202_, UNDER RECEPTION NO. _____

OWNER:

IN WITNESS WHEREOF, JEFF MARK, AS MANAGER OF CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2022, A.D.

_____
JEFF MARK, MANAGER
CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

NOTARIAL:

STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2022, A.D. BY JEFF MARK, AS MANAGER, CALEB DEVELOPMENT, LLC, A COLORADO LIMITED LIABILITY COMPANY

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____

OWNER:

IN WITNESS WHEREOF, JEFF MARK, AS MANAGER OF LORSON NORTH LAND CORP., A COLORADO CORPORATION, HAS CAUSED THESE PRESENTS TO BE EXECUTED THIS _____ DAY OF _____, 2022, A.D.

_____
JEFF MARK, MANAGER
LORSON NORTH LAND CORP., A COLORADO CORPORATION

NOTARIAL:

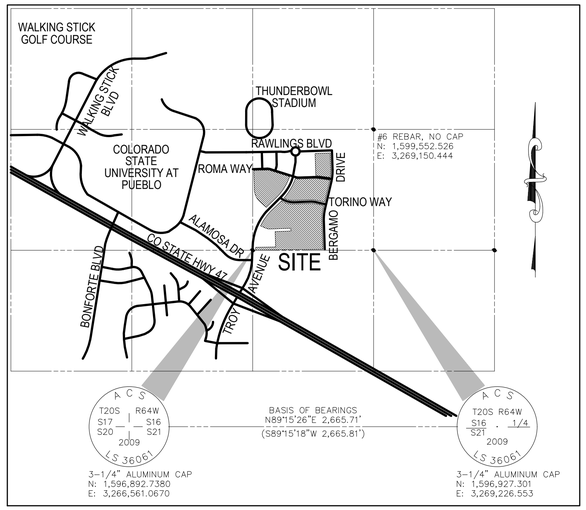
STATE OF COLORADO)
) SS
COUNTY OF _____)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS THIS _____ DAY OF _____, 2022, A.D. BY JEFF MARK, AS MANAGER, LORSON NORTH LAND CORP., A COLORADO CORPORATION

WITNESS MY HAND AND OFFICIAL SEAL:

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC: _____



VICINITY MAP

N.T.S.

EASEMENTS:

ALL LOTS ARE HEREBY PLATTED WITH FIVE (5) FOOT WIDE FRONT, FIVE (5) FOOT WIDE SIDE, AND SEVEN (7) FOOT WIDE REAR PUBLIC UTILITY AND DRAINAGE EASEMENTS.

THE SOLE RESPONSIBILITY FOR MAINTENANCE OF THESE EASEMENTS IS HEREBY VESTED WITH THE INDIVIDUAL PROPERTY OWNER.

PLAT NOTES:

1. BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E (N89°15'18"E) A DISTANCE OF 2,665.71 (2,665.81) FEET.

2. THE FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 08101C0512 D, WITH AN EFFECTIVE DATE OF AUGUST 15, 2019 HAS BEEN EXAMINED AS IT RELATES TO THE PROPERTY BEING PLATTED. THERE ARE NO DESIGNATED FLOOD ZONES SHOWN THEREON FOR THE AREA BEING PLATTED.

3. THIS PLAT WAS PREPARED WITH A COMMITMENT FOR TITLE INSURANCE ISSUED BY UNIFIED TITLE COMPANY, LLC AS AGENT FOR STEWART TITLE GUARANTY COMPANY WITH AN EFFECTIVE DATE OF SEPTEMBER 28, 2021 AT 7:30 AM, FILE NO. 85658UTC, WHICH HAS BEEN EXAMINED AS IT RELATES TO THE PROPERTY BEING PLATTED.

4. THIS PROPERTY IS SUBJECT TO PROPERTY TAXES, RATES, FEES, TOLLS, CHARGES, AND ASSESSMENTS OF THE VILLA BELLA METROPOLITAN DISTRICT NO. 1 WHICH ARE NOW LEVIED AND IMPOSED BY THIS DISTRICT OR WHICH MAY BE LEVIED AND IMPOSED IN THE FUTURE. THE DISTRICT WAS CREATED BY AN ORDER AND DECREE OF PUEBLO COUNTY DISTRICT COURT, CASE NO. _____ EVIDENCED BY DOCUMENTS RECORDED IN THE RECORDS OF PUEBLO COUNTY AT RECEPTION NO. _____

5. THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM ANY LOT PLATTED HEREIN TO TROY AVENUE, RAWLINGS BOULEVARD, BERGAMO DRIVE, OR TORINO WAY.
THERE SHELL BE NO DIRECT VEHICULAR ACCESS FROM LOT 249 TO THUNDERWOLF DRIVE.
THERE SHALL BE NO DIRECT VEHICULAR ACCESS FROM LOTS 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 323, 341, 357, OR 358 TO ROMA WAY.

6. THE EXISTING STREETS WERE PLATTED UNDER RECEPTION NO. 1805424 WITH THE CLERK AND RECORDER, PUEBLO, COLORADO.

7. EXISTING ZONING: PUD

SURVEYORS CERTIFICATION

THE UNDERSIGNED PROFESSIONAL LAND SURVEYOR, LICENSED IN THE STATE OF COLORADO, HEREBY STATES AND DECLARES THAT THE ACCOMPANYING PLAT WAS SURVEYED AND DRAWN UNDER HIS RESPONSIBLE CHARGE AND ACCURATELY SHOWS THE DESCRIBED TRACT OF LAND AND SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973, AS AMENDED, HAVE BEEN MET TO THE BEST OF HIS KNOWLEDGE AND BELIEF.

_____
VERNON P. TAYLOR, COLORADO PLS NO. 25966
FOR AND ON BEHALF OF:
M&S CIVIL CONSULTANTS, INC

NOTICE

ACCORDING TO C.R.S. 13-80-105, YOU MUST COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

IMPROVEMENTS CERTIFICATION

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. _____ 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

PLANNING COMMISSION CERTIFICATION

THIS IS TO CERTIFY THAT THIS SUBDIVISION WAS APPROVED BY THE PLANNING COMMISSION OF THE CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

_____ _____
CHAIRPERSON PLANNING COMMISSION DATE

APPROVAL FOR RECORDING

APPROVED BY CITY COUNCIL OF PUEBLO, COLORADO BY ORDINANCE NO. _____

THIS IS TO CERTIFY THAT THE PLAT OF VILLA BELLA SUBDIVISION, FILING NO. 2 HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO.

_____ _____
CITY CLERK DATE

ACCEPTANCE OF PUBLIC FACILITIES

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, PARK, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARKS 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.

BEARINGS ARE BASED ON THE SOUTH LINE OF THE SOUTHWEST QUARTER OF SECTION 16, T20S, R64W OF THE 6th P.M., PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE SECTION CORNER COMMON TO SECTIONS 16, 17, 20, AND 21 WITH A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S17 S16 S20 S21 2009 LS 36061" FROM WHENCE THE QUARTER CORNER COMMON TO SECTIONS 16 AND 21 BEING MONUMENTED BY A 3 1/2" ALUMINUM CAP STAMPED "ACS T20S R64W S16 S21 1/4 2009 LS 36061" BEARS N89°15'26"E A DISTANCE OF 2,665.71 FEET. [RECORD N89°15'18"E 2,665.81 FEET] AS SUCH, THE BEARINGS SHOWN HEREON ARE ROTATED 00°00'07.55" CLOCKWISE FROM THE BEARINGS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" PREPARED BY ABEL ENGINEERING PROFESSIONALS, INC. DATED JANUARY 31, 2008.

SUMMARY:

375 LOTS	31.993 ACRES	66.32%
12 PARCELS:		
2 PARK PARCELS	3.837 ACRES	7.95%
10 OTHER PARCELS	1.254 ACRES	2.60%
RIGHTS-OF-WAY	11.156 ACRES	23.13%
TOTAL	48.240 ACRES	100.00%

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

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VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— – ———	CENTERLINE
- - - - - -	EASEMENT LINE
——— – – ———	ADJACENT SUBDIVISION LINE
——— – – ———	ADJACENT PROPERTY LINE
——— – – ———	EXISTING RIGHT OF WAY LINE
——— – ———	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
——— – ———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

NOTE: THE BEARINGS SHOWN HEREON ARE ROTATED 00°00'07.55" CLOCKWISE FROM THE BEARINGS SHOWN ON THE PLAT OF "VILLA BELLA SUBDIVISION, FILING NO. 1" PREPARED BY ABEL ENGINEERING PROFESSIONALS, INC. DATED JANUARY 31, 2008.

BOUNDARY CURVE TABLE

CURVE #	LENGTH	RADIUS	DELTA
C1	160.98	970.00	9°30'32"
C2	113.80	1030.00	6°19'50"

1" = 100'

0 25 50 100 200

Scale in Feet

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

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VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
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△	SET CITY MONUMENT BOX
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———	PROPERTY LINE
———	RIGHT OF WAY LINE
—— — ——	CENTERLINE
— — — —	EASEMENT LINE
—— — — ——	ADJACENT SUBDIVISION LINE
—— — — ——	ADJACENT PROPERTY LINE
—— — — ——	EXISTING RIGHT OF WAY LINE
—— — — ——	EXISTING CENTERLINE
— — — —	EXISTING EASEMENT
— — — —	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.04	195.00	5°53'13"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)1	N10°25'14"E

SEE SHEET 4

SEE SHEET 6

WOLF VILLAGE SUBDIVISION FILING NO. 2 A SPECIAL AREA PLAN REC. NO. 1935903

LOT 3 BLOCK 1

LOT 1 BLOCK 1

TROY AVENUE (130' PUBLIC ROW)

130' ROW 65' 65'

VILLA BELLA SUBDIVISION FILING NO. 1 REC. NO. 1805424

PARCEL "A" DRAINAGE EASEMENT

SIDEWALK EASEMENT (WIDTH VARIES) REC. NO. 1805424

GAS EASEMENT (WIDTH VARIES) REC. NO. _____

GAS EASEMENT (WIDTH VARIES) REC. NO. _____

RIGHT-OF-WAY EASEMENT NO. 5 REC. NO. 938243

RIGHT-OF-WAY EASEMENT NO. 4 REC. NO. 938243

50'x50' EXCLUSIVE GAS EASEMENT REC. NO. 2198704

45' CENTRAL TELEPHONE AND UTILITIES CORPORATION EASEMENT BOOK 1918, PAGE 645

20' PUBLIC UTILITY & DRAINAGE EASEMENT INGRESS AND EGRESS EASEMENT REC. NO. 1805424

1,200 SF 0.028 AC +/- PUBLIC UTILITY AND EASEMENT

PARCEL "A" 142,238 SF 3.265 AC +/- PARK AND EXISTING EASEMENTS

MEDICI WAY (60' PUBLIC ROW)

CLAUDIA WAY (60' PUBLIC ROW)

BYZANTIUM DRIVE (60' PUBLIC ROW)

LOT 108 4,675 SF
LOT 109 2,975 SF
LOT 110 2,975 SF
LOT 111 2,975 SF
LOT 112 2,975 SF
LOT 113 2,975 SF
LOT 114 2,975 SF
LOT 115 2,975 SF
LOT 116 3,825 SF
LOT 117 2,975 SF
LOT 118 2,975 SF
LOT 119 2,975 SF
LOT 120 2,975 SF
LOT 121 2,975 SF
LOT 122 2,975 SF
LOT 123 2,975 SF
LOT 124 2,975 SF
LOT 125 2,975 SF
LOT 126 4,675 SF
LOT 127 3,141 SF
LOT 129 3,904 SF
LOT 130 3,971 SF
LOT 131 2,975 SF
LOT 132 2,975 SF
LOT 133 2,975 SF
LOT 134 2,975 SF
LOT 135 2,975 SF
LOT 136 2,975 SF
LOT 137 2,975 SF
LOT 138 3,825 SF
LOT 139 3,825 SF
LOT 158 3,825 SF
LOT 35 2,975 SF
LOT 36 2,975 SF
LOT 37 2,975 SF
LOT 38 2,975 SF
LOT 39 2,975 SF
LOT 40 2,975 SF
LOT 41 2,975 SF
LOT 42 2,975 SF
LOT 43 2,975 SF

N66°33'15"W 128.50'
L=86.12'
R=195.00'
Δ=25°18'19"
Δ=7°08'24"
L=24.30'
Δ=12°16'52"
L=41.80'
N10°25'14"E (R)
S16°18'52"W (R)
N16°18'27"E (R)
S88°08'27"W 537.91'
N88°08'27"E 537.91'
N88°08'27"E 424.85'
N88°08'27"E 115.00'
N88°08'27"E 305.00'
S88°08'27"W 705.72'
S88°08'27"W 639.39'
N88°08'27"E 700.00'
N01°51'33"W 337.36'
N01°51'33"W 660.00'
N01°51'33"W 600.00'
N01°51'33"W 230.00'
S01°51'33"E
S88°41'45"E (R)
N89°15'26"E 436.33'
N01°49'11"W 1.22'
L=63.79'
R=1170.00'
Δ=3°07'26"
S89°15'26"W 1,468.15'
N89°15'26"E 2,665.71'
BASIS OF BEARINGS
POINT OF BEGINNING
337.91'
200.00'
335.00'
22.00'
L=224.27'
R=492.00'
Δ=26°06'53"
L=23.43'
R=20.00'
Δ=67°06'53"
1.33'

17016 5021 20021

A C S
T20S R64W
S17 S16
S20 S21
2009
LS 36061

FOUND 3-1/4" ALUMINUM CAP STAMPED AS SHOWN

UNSUBDIVIDED

UNSUBDIVIDED

1" = 40'

0 10 20 40 80

Scale in Feet

PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE

REAR 5' 10' 14'
7' REAR
TYPICAL LOT
SIDE SIDE SIDE SIDE
EASEMENT LINE (TYP)
FRONT 5'

RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS, INC.

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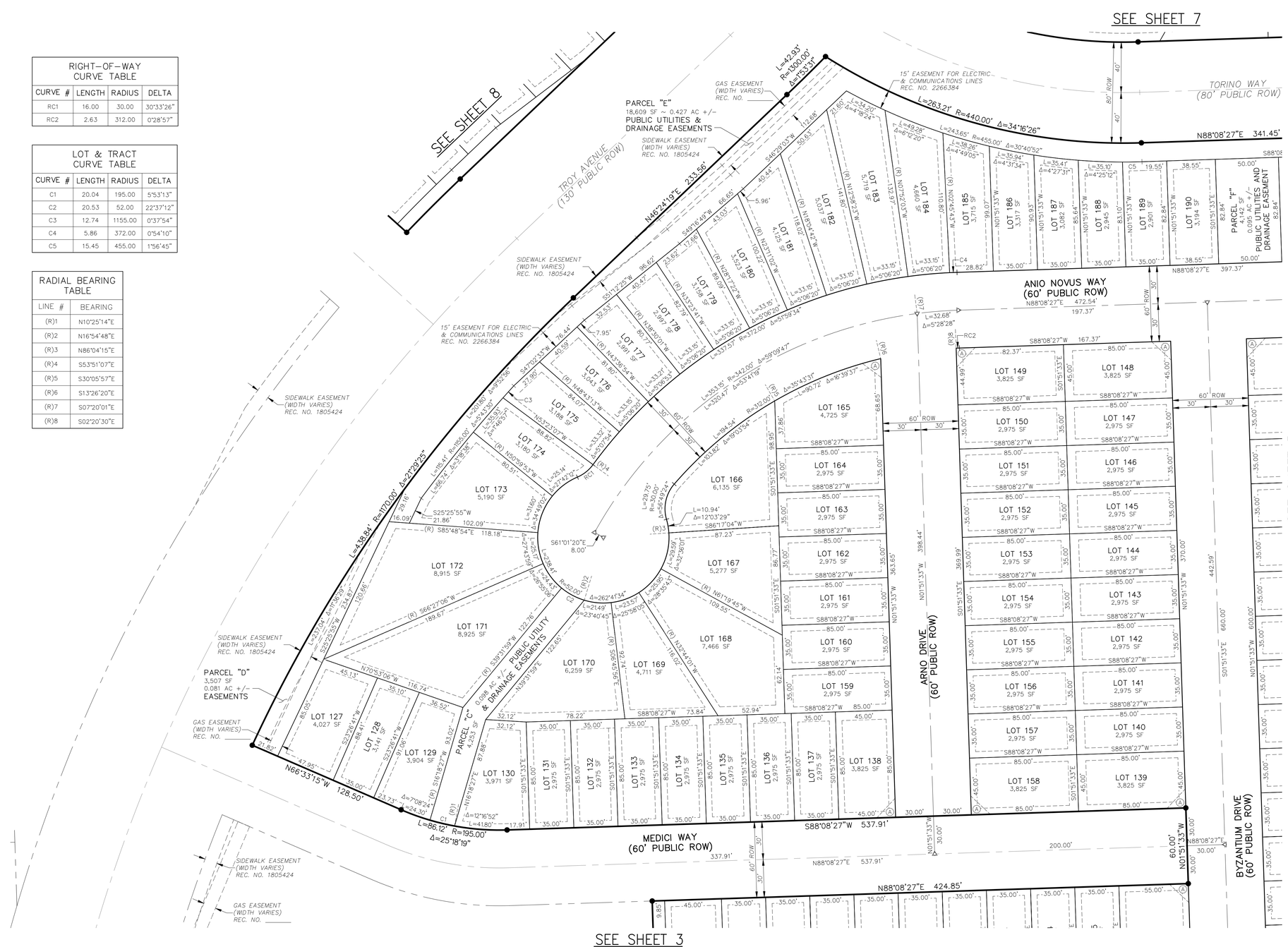
VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC1	16.00	30.00	30°33'26"
RC2	2.63	312.00	0°28'57"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C1	20.04	195.00	5°53'13"
C2	20.53	52.00	22°37'12"
C3	12.74	1155.00	0°37'54"
C4	5.86	372.00	0°54'10"
C5	15.45	455.00	1°56'45"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)1	N10°25'14"E
(R)2	N16°54'48"E
(R)3	N86°04'15"E
(R)4	S53°51'07"E
(R)5	S30°05'57"E
(R)6	S13°26'20"E
(R)7	S07°20'01"E
(R)8	S02°20'30"E



LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No. 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— — ———	CENTERLINE
— — — — —	EASEMENT LINE
——— — — ———	ADJACENT SUBDIVISION LINE
——— — — ———	ADJACENT PROPERTY LINE
——— — — ———	EXISTING RIGHT OF WAY LINE
——— — ———	EXISTING CENTERLINE
— — — — —	EXISTING EASEMENT
——— — ———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

212 N. WAHSATCH AVE., STE 305
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VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
O	FOUND MONUMENT AS NOTED
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—— – – ——	ADJACENT PROPERTY LINE
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—— – ——	EXISTING CENTERLINE
– – – – –	EXISTING EASEMENT
———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION



RADIAL BEARING TABLE	
LINE #	BEARING
(R)9	S03°54'28"W
(R)10	S00°23'05"W
(R)11	S02°58'35"W
(R)12	S05°33'54"W
(R)13	S00°06'43"E
(R)14	S78°39'49"W
(R)15	S78°24'25"E

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C1	16.02	60.00	15°17'50"
℄C2	17.38	60.00	16°35'52"

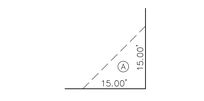
RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC3	8.01	30.00	15°17'50"
RC4	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C6	13.72	755.00	1°02'28"
C7	13.48	90.00	8°34'45"

1" = 40'

0 10 20 40 80

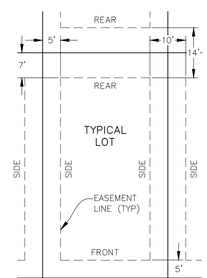
Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
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VILLA BELLA SUBDIVISION, FILING NO. 2

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LEGEND:

- SF — SQUARE FEET
- (R) — RADIAL BEARING
- ● — SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
- ○ — FOUND MONUMENT AS NOTED
- △ — SET CITY MONUMENT BOX
- BOUNDARY LINE
- PROPERTY LINE
- RIGHT OF WAY LINE
- CENTERLINE
- EASEMENT LINE
- ADJACENT SUBDIVISION LINE
- ADJACENT PROPERTY LINE
- EXISTING RIGHT OF WAY LINE
- EXISTING CENTERLINE
- EXISTING EASEMENT
- SECTION/QUARTER SECTION LINE
- *NOT A PART* — PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

SEE SHEET 5



1" = 40'

0 10 20 40 80

Scale in Feet

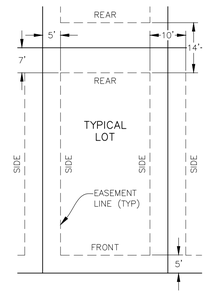
PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)16	N61°38'25"W
(R)17	N19°53'51"W
(R)18	N02°49'04"E

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C3	17.38	60.00	16°35'52"
℄C4	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC5	8.69	30.00	16°35'52"
RC6	8.69	30.00	16°35'52"



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
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VILLA BELLA SUBDIVISION, FILING NO. 2

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LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
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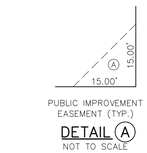
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
	BOUNDARY LINE
	PROPERTY LINE
	RIGHT OF WAY LINE
	CENTERLINE
	EASEMENT LINE
	ADJACENT SUBDIVISION LINE
	ADJACENT PROPERTY LINE
	EXISTING RIGHT OF WAY LINE
	EXISTING CENTERLINE
	EXISTING EASEMENT
	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

1" = 40'

0 10 20 40 80

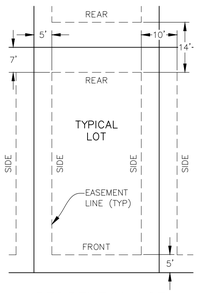
Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)19	N18°08'54"W
(R)20	N62°54'54"W
(R)21	N00°15'15"E
(R)22	S01°06'37"W
(R)23	S03°17'33"W
(R)24	S05°28'30"W
(R)25	S07°39'27"W
(R)26	S03°58'52"W
(R)27	S02°45'06"W
(R)28	S05°10'32"W
(R)29	S01°59'27"W
(R)30	N65°25'52"W
(R)31	N85°16'37"W
(R)32	N09°14'38"E

SEE SHEET 8

SEE SHEET 9

ROMA WAY (60' PUBLIC ROW)

NO DIRECT VEHICULAR ACCESS FROM RESIDENTIAL LOTS

TROY AVENUE (130' PUBLIC ROW)

BOTTICELLI CIRCLE (60' PUBLIC ROW)

LUCCA DRIVE (60' PUBLIC ROW)

DA VINCI DRIVE (60' PUBLIC ROW)

BERGAMO DRIVE (60' PUBLIC ROW)

TORINO WAY (80' PUBLIC ROW)

PARCEL "J"
1,549 SF
0.036 AC +/-
SEE DETAIL SHEET 9
COINCIDENTAL WITH SIDEWALK EASEMENT REC. NO. 1805424

PARCEL "I"
1,549 SF
0.036 AC +/-
SEE DETAIL SHEET 9
COINCIDENTAL WITH SIDEWALK EASEMENT REC. NO. 1805424

PARCEL "H"
9,134 SF
0.210 AC +/-
PUBLIC UTILITIES AND DRAINAGE EASEMENT

VILLA BELLA SUBDIVISION FILING NO. 1 REC. NO. 1805424

PARCEL "E" PARK PARCEL

LOT 1 BLOCK 19

LOT 2 BLOCK 19

LOT 2 BLOCK 18

LOT 200 8,983 SF
LOT 201 6,485 SF
LOT 202 4,636 SF
LOT 203 4,298 SF
LOT 204 4,247 SF
LOT 205 5,916 SF
LOT 206 5,487 SF
LOT 207 3,904 SF
LOT 208 3,827 SF
LOT 209 3,827 SF
LOT 210 3,847 SF
LOT 211 3,913 SF
LOT 212 4,958 SF
LOT 213 5,467 SF
LOT 214 4,414 SF
LOT 215 4,435 SF
LOT 216 7,044 SF
LOT 217 9,201 SF
LOT 218 5,775 SF
LOT 219 3,672 SF
LOT 220 3,878 SF
LOT 221 3,859 SF
LOT 222 4,487 SF
LOT 223 5,791 SF
LOT 224 3,778 SF
LOT 225 3,948 SF
LOT 226 4,045 SF
LOT 227 4,135 SF
LOT 228 4,135 SF
LOT 229 4,909 SF
LOT 230 5,871 SF
LOT 231 3,847 SF
LOT 232 3,848 SF
LOT 233 3,847 SF
LOT 234 3,874 SF
LOT 235 4,007 SF
LOT 236 4,007 SF
LOT 237 4,007 SF
LOT 238 4,007 SF
LOT 239 5,011 SF
LOT 240 5,652 SF
LOT 241 4,273 SF
LOT 242 4,273 SF
LOT 243 4,273 SF
LOT 244 4,273 SF
LOT 245 3,963 SF
LOT 246 3,836 SF
LOT 247 3,836 SF
LOT 248 6,072 SF
LOT 196 3,735 SF
LOT 195 3,933 SF
LOT 194 4,812 SF
LOT 197 5,269 SF
LOT 198 8,295 SF
LOT 199 13,654 SF

SEE SHEET 4

SEE SHEET 5

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC7	8.69	30.00	16°35'52"
RC8	9.06	30.00	17°18'09"
RC9	9.06	30.00	17°18'09"
RC10	8.69	30.00	16°35'52"
RC11	57.14	970.00	3°22'30"
RC12	8.33	30.00	15°54'21"
RC13	8.69	30.00	16°35'52"
RC14	8.69	30.00	16°35'52"
RC15	9.15	30.00	17°28'13"

RIGHT-OF-WAY LINE TABLE		
LINE #	BEARING	DISTANCE
RL1	N01°51'33"W	23.20
RL2	S01°51'33"E	21.52

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C5	17.38	60.00	16°35'52"
℄C6	18.12	60.00	17°18'09"
℄C7	18.12	60.00	17°18'09"
℄C8	17.38	60.00	16°35'52"
℄C9	16.66	60.00	15°54'21"
℄C10	17.38	60.00	16°35'52"
℄C11	17.38	60.00	16°35'52"
℄C12	18.29	60.00	17°28'13"

CENTERLINE LINE TABLE		
LINE #	BEARING	DISTANCE
℄L1	N01°51'33"W	22.82

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C8	21.00	1418.50	0°50'54"
C9	15.29	90.00	9°43'51"
C10	14.61	1127.50	0°44'33"

LOT & TRACT LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N08°58'38"E	15.09
L2	N26°42'17"E	20.00

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

CIVIL CONSULTANTS, INC.

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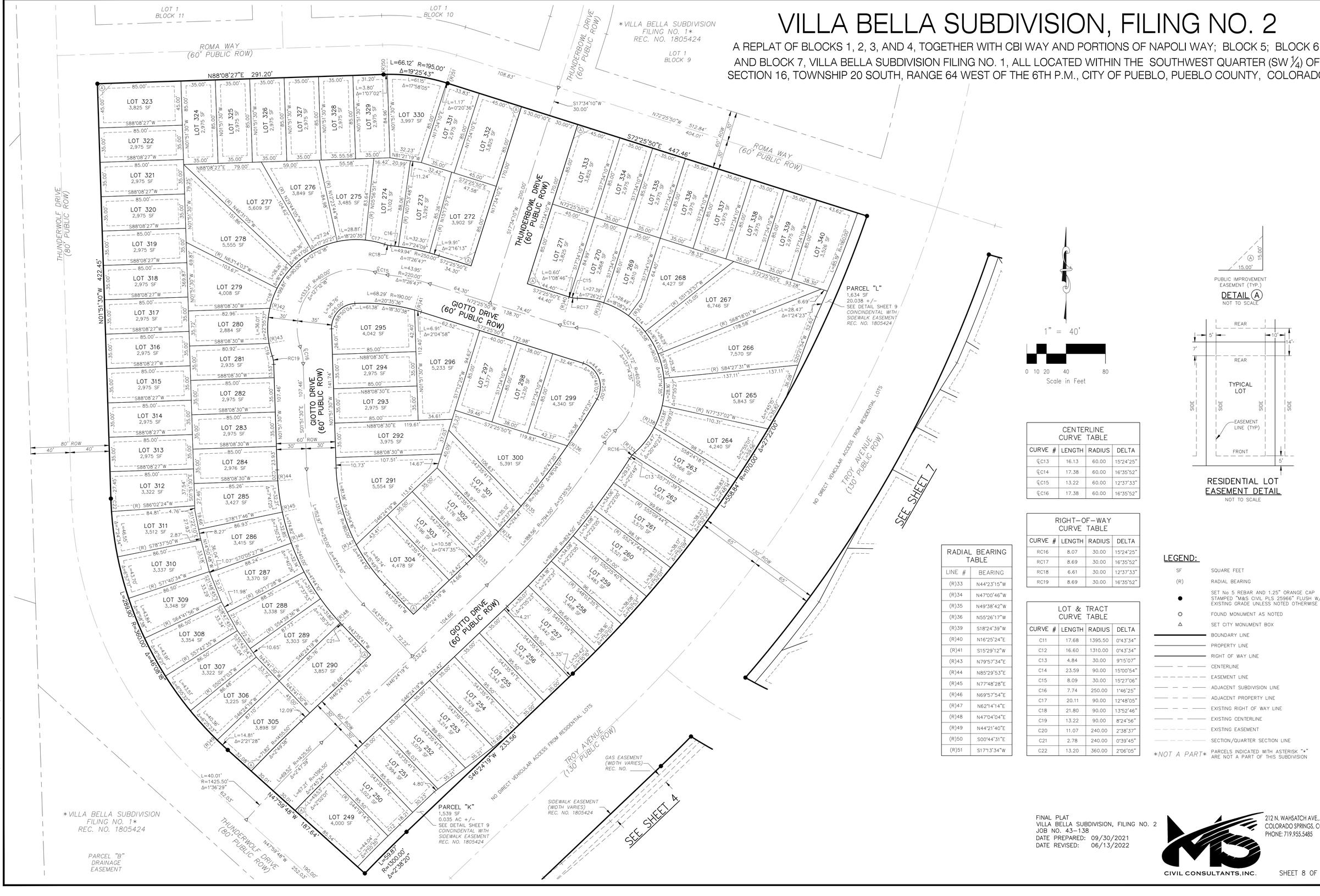
VILLA BELLA SUBDIVISION, FILING NO. 2

A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



1" = 40'

0 10 20 40 80

Scale in Feet

PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)

NOT TO SCALE

RESIDENTIAL LOT EASEMENT DETAIL

NOT TO SCALE

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C13	16.13	60.00	15°24'25"
℄C14	17.38	60.00	16°35'52"
℄C15	13.22	60.00	12°37'33"
℄C16	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC16	8.07	30.00	15°24'25"
RC17	8.69	30.00	16°35'52"
RC18	6.61	30.00	12°37'33"
RC19	8.69	30.00	16°35'52"

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C11	17.68	1395.50	0°43'34"
C12	16.60	1310.00	0°43'34"
C13	4.84	30.00	9°15'07"
C14	23.59	90.00	15°00'54"
C15	8.09	30.00	15°27'06"
C16	7.74	250.00	1°46'25"
C17	20.11	90.00	12°48'05"
C18	21.80	90.00	13°52'46"
C19	13.22	90.00	8°24'56"
C20	11.07	240.00	2°38'37"
C21	2.78	240.00	0°39'45"
C22	13.20	360.00	2°06'05"

RADIAL BEARING TABLE	
LINE #	BEARING
(R)33	N44°23'15"W
(R)34	N47°00'46"W
(R)35	N49°38'42"W
(R)36	N55°26'17"W
(R)39	S18°24'39"W
(R)40	N16°25'24"E
(R)41	S15°29'12"W
(R)43	N79°57'34"E
(R)44	N85°29'53"E
(R)45	N77°48'28"E
(R)46	N69°57'54"E
(R)47	N62°14'14"E
(R)48	N47°04'04"E
(R)49	N44°21'40"E
(R)50	S00°44'31"E
(R)51	S17°13'34"W

LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
——— — ———	CENTERLINE
- - - - - -	EASEMENT LINE
——— — ———	ADJACENT SUBDIVISION LINE
——— — ———	ADJACENT PROPERTY LINE
——— — ———	EXISTING RIGHT OF WAY LINE
——— — ———	EXISTING CENTERLINE
- - - - - -	EXISTING EASEMENT
———	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485
CIVIL CONSULTANTS.INC.

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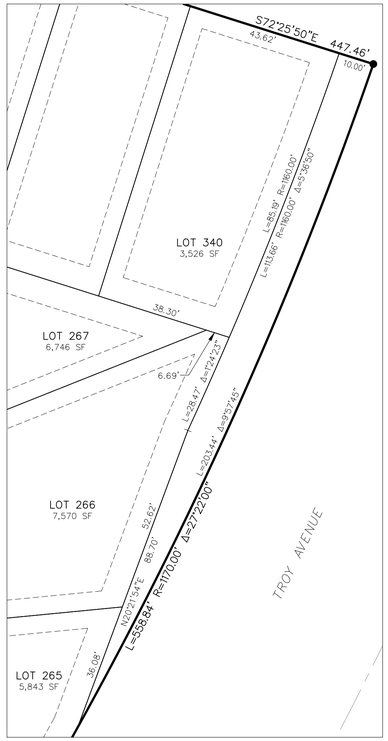
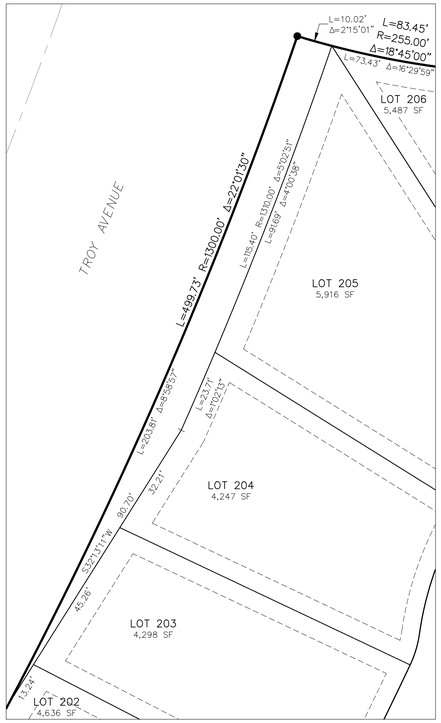
VILLA BELLA SUBDIVISION, FILING NO. 2

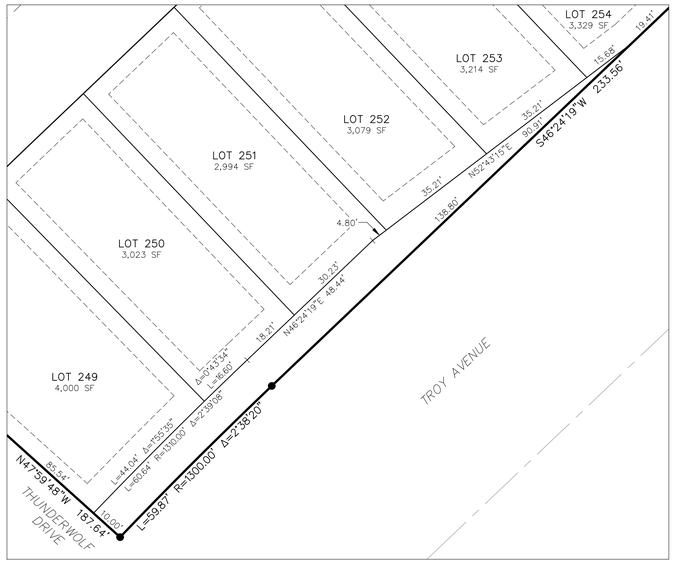
A REPLAT OF BLOCKS 1, 2, 3, AND 4, TOGETHER WITH CBI WAY AND PORTIONS OF NAPOLI WAY; BLOCK 5; BLOCK 6; AND BLOCK 7, VILLA BELLA SUBDIVISION FILING NO. 1, ALL LOCATED WITHIN THE SOUTHWEST QUARTER (SW 1/4) OF SECTION 16, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



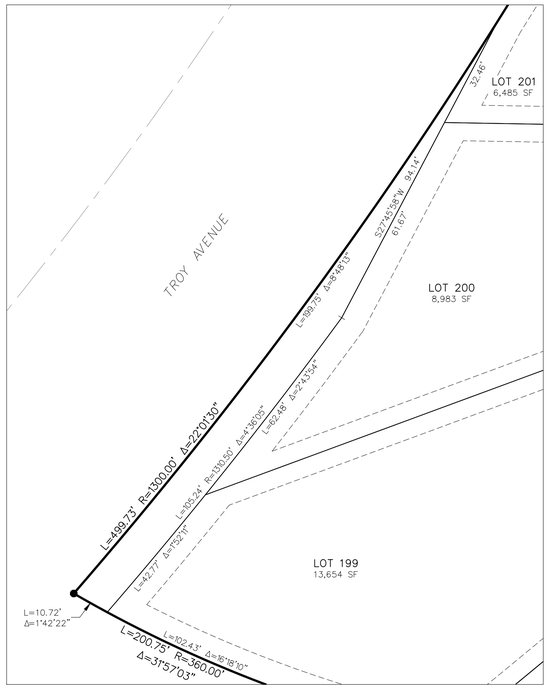
PARCEL "K" DETAIL
SEE SHEET 8
SCALE: 1" = 20'



PARCEL "I" DETAIL
SEE SHEET 7
SCALE: 1" = 20'



PARCEL "J" DETAIL
SEE SHEET 8
SCALE: 1" = 20'



PARCEL "H" DETAIL
SEE SHEET 7
SCALE: 1" = 20'

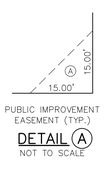
LEGEND:

SF	SQUARE FEET
(R)	RADIAL BEARING
●	SET No 5 REBAR AND 1.25" ORANGE CAP STAMPED "M&S CIVIL PLS 25966" FLUSH W/ EXISTING GRADE UNLESS NOTED OTHERWISE
○	FOUND MONUMENT AS NOTED
△	SET CITY MONUMENT BOX
———	BOUNDARY LINE
———	PROPERTY LINE
———	RIGHT OF WAY LINE
—— – ——	CENTERLINE
- - - - -	EASEMENT LINE
—— – ——	ADJACENT SUBDIVISION LINE
—— – ——	ADJACENT PROPERTY LINE
—— – ——	EXISTING RIGHT OF WAY LINE
—— – ——	EXISTING CENTERLINE
- - - - -	EXISTING EASEMENT
- - - - -	SECTION/QUARTER SECTION LINE
NOT A PART	PARCELS INDICATED WITH ASTERISK "*" ARE NOT A PART OF THIS SUBDIVISION

1" = 40'

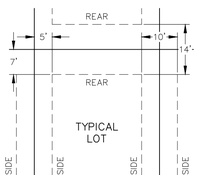
0 10 20 40 80

Scale in Feet



PUBLIC IMPROVEMENT EASEMENT (TYP.)

DETAIL (A)
NOT TO SCALE



RESIDENTIAL LOT EASEMENT DETAIL
NOT TO SCALE

RADIAL BEARING TABLE	
LINE #	BEARING
(R)52	S06°21'07"W
(R)53	N88°25'35"W
(R)54	S83°21'44"E
(R)55	S84°51'27"W
(R)56	S01°19'32"W
(R)57	N10°03'29"W

LOT & TRACT CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
C23	21.21	200.00	6°04'34"
C24	11.98	200.00	3°25'58"
C25	13.54	260.00	2°59'00"
C26	18.66	960.00	1°06'50"
C27	4.45	30.00	8°29'49"
C28	4.24	30.00	8°06'03"
C29	26.89	90.00	17°06'59"
C30	25.81	90.00	16°25'59"
C31	25.14	90.00	16°00'21"
C32	26.45	90.00	16°50'14"
C33	26.92	90.00	17°08'22"
C34	4.40	30.00	8°23'56"
C35	4.29	30.00	8°11'56"

CENTERLINE CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
℄C17	17.38	60.00	16°35'52"
℄C18	17.38	60.00	16°35'52"

RIGHT-OF-WAY CURVE TABLE			
CURVE #	LENGTH	RADIUS	DELTA
RC20	8.69	30.00	16°35'52"
RC21	8.69	30.00	16°35'52"



SEE SHEET 7

FINAL PLAT
VILLA BELLA SUBDIVISION, FILING NO. 2
JOB NO. 43-138
DATE PREPARED: 09/30/2021
DATE REVISED: 06/13/2022

CIVIL CONSULTANTS, INC.
212 N. WAHSATCH AVE., STE 305
COLORADO SPRINGS, CO 80903
PHONE: 719.955.5485

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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: JEFF MARK		Name: VIRGIL A. SANCHEZ	
Company: CALEB DEVELOPMENT, LLC		Company: M&S CIVIL CONSULTANTS, INC.	
Address: 212 N. WAHSATCH	Zip: 80903	Address: 212 N. WAHSATCH	Zip: 80903
Phone: (719) 635-3200		Phone: (719) 491-0818	
Email: JMARK@LANDHUSCO.COM		Email: VIRGILS@MSCIVIL.COM	
Engineer		**Surveyor**	
Name: SAME AS Applicant		Name: SAME AS Applicant	
Company:		Company:	
Address:	Zip:	Address:	Zip:
Phone: ( )		Phone: ( )	
Email:		Email:	

The applicant will be the primary contact unless otherwise noted.

Property Info

Project Location: (address or general description) NE TROY AVE & HWY 47

Parcel No(s): 19 TOTAL - SEE ATTACHED SHEET

Existing Zone: PUD | Proposed Zone (if applicable):

PUD Name (if applicable): VILLA BELLA

Project Scope

Project Name: Villa Bella Filing No. 2

- ☑ Rearrangement of Property Boundaries:
  - # of existing lots: 19 Total acres: _____
- ☐ Overall Development Plan
- ☐ Site Plan Review: Building area: _____ sf
  - ○ HARP ○ Development Plan ○ PUD ○ Student Housing
- ☐ Special Area Plan
- ☐ Street Name Change: Existing Name: _____ Proposed Name: _____
- ☑ Subdivision: # of lots: 375 Total acres: 48.24 AC.
- ☐ 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:
RE SUBDIVIDE COMMERCIAL LOTS INTO 375 SINGLE FAMILY LOTS

What is the total acreage included in the project? ± 50 AC.

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: VILLA BELLA MASTER PLAN, VILLA BELLA Filing No. 1

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:	~~JEFF~~ MARK – Lorson South Land Corp.	
Signature:	– VP	Date: 9/30/21

Applicant, if different from Property Owner

Print Name:	VIRGIL A. SANCHEZ	
Signature:		Date: 10/5/21

Office Use Only

Zoning Compliance (Completed by City Staff)

Application checked for completeness by:	Date:	Fee Paid:

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: June 27, 2022

SUBJECT: S-21-10 3rd submittal review

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 = October 27 comments
Blue = February 17 comments
Red = June 28 comments
(~~Crossed out items~~ indicate they have been addressed.)

Part I

1. Provide a stormwater facility maintenance agreement per Pueblo Municipal Code 16.12.10.d. A template and guide have been provided. Please see redlined SFMA. Per the City Attorney the SFMA needs to include the Metropolitan District Acknowledgment. This form is attached.
2. ~~This city will not accept Parcel A, B, E and F as parcels dedicated to the public, they must be marked as "City Utility Easements" with the following language:~~
3. Provide this dedication statement on the plat per the city legal department. "With respect to 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).
   All City Utility Easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat. Drainage facilities located within City Utility Easements shall be installed, repaired and maintained in good working order and condition by the owner(s) and/or the Villa Bella Metropolitan Disrict No. 1 pursuant to the Stormwater Facility Maintenance Agreement herein referenced."
   ~~With respect to Parcel A, same could be separated into two parcels. One would be for the City Utility Easement but not owned by City and the other dedicated to the public for parks. This approach would need to be reviewed and approved by the other departments.~~

4. Stormwater is still reviewing an issue with respect to an offsite drainage pond and may need to make additional changes or comments. Use form DPW 110 to obtain an easement from the property owner of parcel # 400000165 for the portion of the pond that is offsite.
5. ~~Please explain Parcel "B". The plat language my change depending on consensus of what parcels are to be city owned. This is being reviewed by the other departments. Depending on this The City's Legal Department will modify the language to fit.~~
6. The 45' Telephone company easement needs to be addressed. We can not move forward until this addressed. Per our last emails discussing this the easement was to be vacated. Please see the attached email and give an update on this issue.

Part II

1. See additional comments in the redlined drainage report. Still applicable.
2. Provide a project benchmark. Still applicable.
3. Provide revegetation and slope stabilization methods including planned seed mix. Still applicable.
4. All cut and fill slopes must comply with the grading requirements in The Storm Drainage Design Criteria Manual and Drainage Policies for City of Pueblo, Colorado. Still applicable.
5. You must obtain permit coverage from the Colorado State Dept. of Public Health and Environment to discharge stormwater from any construction activity that disturbs at least 1 acre of land (or is part of a larger common plan of development or sale that will disturb at least 1 acre). If this permit pertains to your site, please send a copy of the stormwater management plan (SWMP) (that will accompany this permit) to the City Stormwater Utility. Still applicable.
6. Water quality must be brought up to current standards. All onsite developed stormwater flows are required to be treated prior to being released offsite per The City's Criteria Manual and MS4s permit. Further information on water quality control measures can be found on our website: http://www.pueblo.us/482/Reference-Materials. Still applicable.
7. Show tracer wire access box locations. Still applicable.
8. Add this note on plans: All stormwater facilities and BMP's located in City ROWs or tying into City stormwater system need to be inspected by City Stormwater personnel. Please contact inspector before construction. 719-553-2291 or 719-225-9098. Still applicable.
9. After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer. Still applicable.
10. The proposed conditions drainage map reflects a portion of the plan that AEP performed. A drainage plan for the resubdivision of what is shown on the plat needs to be submitted. Discuss if this will be done in phases, amending the Villa Bella Filing No. 1 Drainage Report each time, or if your intent is to do one amendment. Still applicable.
11. Grading reflecting the new residential layout needs to be provided to ensure that no cross-lot drainage will occur, slopes are accurate, etc. Still applicable.
12. Provide time of concentration lines for review on next submittal. Still applicable.
13. An analysis of street capacity needs to be performed to ensure that the runoff out falling to Design Point #2 will not exceed the right-of-way of streets during a 100-year storm event. If design constraints cannot be met, then additional infrastructure will need to be designed appropriately. Still applicable.
14. Several items on the drainage report checklist are applicable but marked N/A. Please include items on the next submittal. Still applicable.
    Calculations for a couple of basins were checked and errors were found, most notably a time of concentration check was not performed per the DCM 4.2-3 (page 14). The review was stopped. Please review comments for Basin A and B and make necessary revisions. Still applicable.

15. A more exhaustive review of the drainage plan and report will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing or needs changed. Another full review will be required. Still applicable.
16. Provide a comment response to this memo. This is required and the next submittal will not be reviewed without it.

EROSION AND SEDIMENT CONTROL PLAN COMMENTS

17. Provide an Erosion and Sediment Control (ESC) Plan. Please show construction and permanent best management practices (BMPs) for stormwater management, erosion control, sediment control, waste, and pollution control, etc. Show their locations on the plan and **provide details** of each BMP. *At a minimum, each of the following sources and activities shall be evaluated for the potential to contribute pollutants to stormwater discharges, and identified in the ESC Plan if found to have such potential:* Still applicable.
    a) All disturbed and stored soils (stockpiles).
    b) Vehicle tracking of sediments.
    c) Concrete truck/equipment washing, including the concrete truck chute and associated fixtures and equipment.
    d) On-site waste management practices (waste piles, liquid wastes, dumpsters, etc.).
    e) Non-industrial waste sources such as worker trash and portable toilets.
    f) Outdoor storage activities (building materials, fertilizers, chemicals, etc.).
    g) Routine maintenance activities involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.
    h) Significant dust or particulate generating processes.
    i) Management of contaminated soils.
    j) Loading and unloading operations.
    k) Vehicle and equipment maintenance and fueling.
    l) Other areas or procedures where potential spills can occur.

18. Please provide the following notes on the ESC Plan: Still applicable.
    a) Prior to any construction, including site grading and excavation, an approved 'Erosion and Sediment Control Plan' shall be posted on-site and all required BMPs installed.
    b) General contractor shall maintain and update the 'Erosion and Sediment Control Plan' as construction dictates. Current and correct plan shall always remain on-site and be readily accessible to the City Stormwater Inspector.
    c) General contractor or his representative shall inspect, at a minimum, the site every 2 weeks and within 24 hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).
    d) General contractor/owner is fully responsible to maintain all required BMPs to prevent erosion and sediment from leaving the construction site.
    e) Failure to comply with minimum requirements is a violation of City Ordinances.

COLORADO
Department of Transportation
Region 2 Permits
5615 Wills Blvd.
Pueblo, CO 81008-2349

June 27, 2022

SH 47
Pueblo County

Berritt Odom, Principal Planner
City of Pueblo
211 E "D" Street
Pueblo, CO 81003

RE: Villa Bella Filing No 2 3rd Submittal
S-21-10 – Subdivision and Vacation

Dear Berritt,

CDOT has reviewed the Villa Bella Filing No2 3rd Submittal. A replat of blocks within the Villa Bella Subdivision Filing No 1, located in the SW ¼ of Sec 16, T 20 S, R 64 west of the 6th PM in the City of Pueblo, Pueblo County, Colorado. The parcels are currently owned by Caleb Development LLC and Lorson North Land Corp. CDOT has the following comments:

Access

- CDOT would like to see an updated Traffic Impact Study or a Traffic Memo with each phase of the development to determine probable operational and safety impacts to the general street system.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Mr. Todd Ausbun at (719) 696-1403 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Ausbun.

Please contact me at (719) 562-5537 or (719) 251-7804 with any questions.

Sincerely,

Michelle Regalado

Michelle Regalado
CDOT R2 Assistant Access Manager

Xc: Hu
Buford
Ausbun
Vigil/Gonzales/Guagliardo/file

June 28, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Jeff Mark, Caleb Development, LLC** for the approval of the following application(s) located south of Rawlings Blvd, west of Bergamo Drive, and east of Thunderwolf Drive.
V-21-03 Villa Bella Subdivision, Filing No. 1 Street and Easement Vacation: Vacation of CBI Drive and a portion of Napoli Way. Vacation of Drainage and Utility Easements located within Blocks 3, 4, and 5.
S-21-10 Villa Bella Subdivision, Filing No. 2: Subdivision of 48.240 acres into 375 single-family residential lots.
The Planning and Zoning Commission meeting will be held on July 13, 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 S-21-10

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 Villa Bella Filing NO. 2 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.

6-27-22
_____
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin _____

Owner	OwnerStree	OwnerCity	Owne	OwnerZip
COLORADO STATE BOARD OF AG	1525 SHERMAN ST	DENVER	CO	80203-1714
CALEB DEVELOPMENT LLC 36.45% / L(	212 N WAHSATCH AVE STI	COLORADO SPRIN	CO	80903-3476
COLORADO STATE BOARD OF AG ATTI	2200 BONFORTE BLVD	PUEBLO	CO	81001-4901
V B E BUILDING CORP	2390 RAWLINGS BLVD	PUEBLO	CO	81001-4905
RICHMOND AMERICAN HOMES OF CC	2509 TORINO WAY	PUEBLO	CO	81001-4912
WOLF VILLAGE INVESTORS LLC	3528 PRECISION DR STE 1(	FORT COLLINS	CO	80528-3502
CLARK JAMIE D	4350 S MONACO ST STE 5(	DENVER	CO	80237-3400
FOOTHILLS FARM RLLLP C/O PATRICK	4810 QUITA CT	PUEBLO	CO	81001-1072
610 RLLLP + TOUCHDOWN PROPERTIE	504 N GRAND AVE	PUEBLO	CO	81003-3113
UNIVERSITY VILLAGE COMM LLC	6304 CHARRINGTON DR	ENGLEWOOD	CO	80111-1109

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 22, 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 A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO BULLS HOCKEY CLUB, INC., A COLORADO CORPORATION, FOR THE MANAGEMENT, OPERATION, AND PROMOTION OF THE PUEBLO ICE ARENA, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving and accepting a Lease and Management Agreement between the City of Pueblo and the Pueblo Bulls Hockey Club, Inc. (PBHC) for the management, operation, and promotion of the Pueblo Ice Arena.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

In November 2018, City Council approved Resolution No. 14082, which approved a facility rental agreement with PBHC beginning May 1, 2019 through April 30, 2024. Assistant coach David Nelson gave a brief summary of what the Pueblo Bulls were all about and why Pueblo was such a great place for their new team to call home. Mr. Nelson stated that the PBHC would be a Pueblo community-based organization, that would: (i) promote the game of hockey, (ii) be highly visible with community events, (iii) offer leadership programs, and (iv) interact with local students in Pueblo City and County Schools. Team owner Jerry Wilhite added that his team would be committed to being affordable as well as competitive.

In June 2019, City Council approved Ordinance No. 9490, which amended the original agreement to allow PBHC the ability to sell fermented malt beverages during their hockey games beginning in the fall of 2019. The PBHC assumed all financial obligations associated with the selling of alcohol in the Ice Arena premises. All revenue from the alcohol sales remained sole property of PBHC. City continued to operate the Ice Arena concessions.

Wanting to assure a stable junior hockey franchise here in Pueblo, owner Jerry Wilhite approached the City with a proposal to extend the original agreement term. Mr. Wilhite proposed to the City the possibility of PBHC managing, operating, and promoting the Pueblo Ice Arena. For the past six years, the City has subsidized the facilities expenses approximately $300,00 per year.

Since 2019, PBHC has been at the facility building a successful award-winning junior hockey program, developing local traditions and cherish playing in front of the best fans in the United States Premier Hockey League.

FINANCIAL IMPLICATIONS:

In the past six years, the City typically loses approximately $300,000 per year at the Pueblo Ice Arena. Expenses are approximately $513,000 per year with revenues approximately $217,000 per year.

The City will pay the following schedule the first five years:

1. Year 1: August 29, 2022 through August 28, 2023; $300,000.00
2. Year 2: August 29, 2023 through August 28, 2024; $225,000.00
3. Year 3: August 29, 2024 through August 28, 2025: $150,000.00
4. Year 4: August 29, 2025 through August 28, 2026; $75,000.00
5. Year 5: August 29, 2026 through August 28, 2027; $0.00 (no management payment)

In year six, starting August 29, 2027, PBHC will begin paying $5,000 per month for the year. Year seven the rent payment will increase $500 per month, but subject to the consumer price index. Also, in year six, the rates may be subject to further negotiations between both parties.

If necessary, the City's rental expense may be offset with personnel costs.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should City Council not approve this Ordinance, the City will continue to manage, operate, and promote the Pueblo Ice Arena.

RECOMMENDATION:

Approval of the Ordinance.

Attachments: Ordinance
Ice Arena Management Agreement
Exhibit A-1 Ice Arena Floor Plan
Exhibit A-2 Ice Arena Concessions Floor Plan
Exhibit B Ice Arena Inventory
Exhibit C PERA FORM
Exhibit D Ice Arena Rules and Regulations

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND ACCEPTING A LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO BULLS HOCKEY CLUB, INC., A COLORADO CORPORATION, FOR THE MANAGEMENT, OPERATION, AND PROMOTION OF THE PUEBLO ICE ARENA, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City owns and operates an ice rink and stadium area which is open to the public and located on the premises commonly known as Pueblo Ice Arena, 100 N. Grand Avenue, Pueblo, Colorado 81003; and

WHEREAS, there is located on the Ice Arena premises a concession area; and

WHEREAS, the City desires the services of the Pueblo Bulls Hockey Club, Inc. to occupy, manage, operate, promote, and maintain the Ice Arena, including the concession area and any liquor licensed premises; and

WHEREAS, Pueblo Bulls Hockey Club, Inc. has the requisite skill and experience and warrants it can operate the Ice Arena and all of its amenities, including the concessions area and any liquor licensed premises; NOW, THEREFORE,

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

SECTION 1.

The Lease and Management Agreement for Pueblo Ice Arena ("Lease and Management Agreement") between the City of Pueblo, a Municipal Corporation, and the Pueblo Bulls Hockey Club, Inc., for the management, operation, and promotion of the Pueblo Ice Arena, incorporated herein and 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 Lease and Management Agreement in the name and on behalf of the City, and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on _____.

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

LEASE AND MANAGEMENT AGREEMENT
FOR PUEBLO ICE ARENA

THIS LEASE AND MANAGEMENT AGREEMENT ("Agreement") is entered into this 5th day of August, 2022 ("Effective Date"), by and between the City of Pueblo, a Municipal Corporation, with an address of 1 City Hall Place, Pueblo, Colorado 81008 ("City") and the Pueblo Bulls Hockey Club, Inc., a Colorado corporation, with an address of 1755 Telstar Drive, Suite 300, Colorado Springs, Colorado 80920 ("Manager").

RECITALS

WHEREAS, the City owns and operates an ice rink and stadium area which is open to the public and located on the premises commonly known as Pueblo Ice Arena, 100 N. Grand Avenue, Pueblo, Colorado 81003 (the "Ice Arena"); and

WHEREAS, there is located on the Ice Arena a concession area; and

WHEREAS, the City desires the services of Manager to occupy, manage, operate, and maintain the Ice Arena, including the concession area and any liquor licensed premises; and

WHEREAS, Manager has the requisite skill and experience and warrants it can operate the Ice Arena and all of its amenities, including the concessions area and any liquor licensed premises.

In consideration of the foregoing recitals, and the terms and conditions set forth herein, the parties agree as follows:

TERMS AND CONDITIONS

SECTION 1. DEFINITIONS.

As used herein, the following words and phrases shall have the following meanings:

(a) "Leased Premises" means and includes the entire Ice Arena and its facilities. The Leased Premises shall include the locker rooms, offices, ticket office, skate rental and sharpening room, restrooms, Concession Area (as defined below), and other facilities, the floor plan for which is attached hereto and incorporated herein as Exhibit A.

(b) "Concession Area" means the concession stand and associated facilities located in the Leased Premises.

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(b) "Concession Area" means the concession stand and associated facilities located in the Leased Premises.

(c) "Director" means the City's Director of Parks and Recreation or any person that the Director of Parks and Recreation may authorize to act in his or her stead.

(d) "Sponsorship Contract" means any contractual arrangement in which a third party business pays for the right to have its product used or sold at the Leased Premises, or to place advertising signs, banner, and other materials at the Leased Premises.

(e) "Sponsorship Events" means events, promotions, parties, celebrity appearances, social functions, tournaments, contests, product demonstrations, product promotions, and other events at the Leased Premises, or the placement of advertising signs, banners, announcements, and similar materials at the Leased Premises under a Sponsorship Contract.

SECTION 2. EXHIBITS TO AGREEMENT.

Exhibit A: Leased Premises and Concession Area Floor Plan.

Exhibit B: List of City's Property - Inventory.

Exhibit C: PERA Questionnaire.

Exhibit D: Pueblo Ice Arena Rules & Regulations

SECTION 3. GRANT OF RIGHT TO OCCUPY AND OPERATE LEASED PREMISES.

City grants to Manager as an independent contractor the exclusive right to occupy, use, and operate the Leased Premises, subject to:

(a) The City's right to enter the Leased Premises without notice to Manager to inspect the Leased Premises, to perform maintenance, and to carry out any other action of City.

(b) Manager shall be responsible for the repair, maintenance, and replacement of all equipment, including, but not limited to, the primary Zamboni, backup Zamboni, and all appliances and other equipment in the Concession Area. Concession Area appliances are devices or pieces of equipment designed to perform a specific task, including, but not limited to, refrigerators, freezers, stoves, fryers, mixers, and microwaves. Any replacement of kitchen appliances must be approved by the Director prior to such replacement, and any such replacement will be at the sole cost of Manager. All appliances are fixtures owned by City, a record of which shall be kept in the Inventory (later defined and incorporated herein as Exhibit B).

(c) The City's right to enter into Sponsorship Contracts without notice to Manager. Manager shall comply with all terms of any Sponsorship Contracts, including but not limited to using or selling the sponsor's product and/or placing advertising signs, banners, and other materials at the Leased Premises.

(d) The City's right to inspect all of Manager's records, including but not limited to sales receipts, inventory lists, purchase orders, payroll, financial records, tax returns, and bank statements of Manager, or any subcontractor contracted by Manager to operate all or a portion of the Leased Premises. Manager shall submit a quarterly financial report to the City, to be reviewed by the City's Finance Department.

(e) All other terms of this Agreement. Any agreement between Manager and a subcontractor must include a provision reserving all of the City's rights under this Agreement and law, and the subcontractor agreeing thereto.

SECTION 4. PAYMENTS AND RENT.

(a) City will pay Manager for management of the Ice Arena and all services to be performed by Manager under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the following amounts for the following years:

i. Year 1: August 29, 2022 through August 28, 2023; $300,000.00
ii. Year 2: August 29, 2023 through August 28, 2024; $225,000.00
iii. Year 3: August 29, 2024 through August 28, 2025; $150,000.00
iv. Year 4: August 29, 2025 through August 28, 2026; $75,000.00
v. Year 5: August 29, 2026 through August 28, 2027; $0.00 (no management payment)

(b) The first payment of $150,000.00 shall be due within forty-five (45) days of both parties executing this Agreement, and the remaining $150,000.00 shall be due six months later. Each annual payment thereafter for Year 2, Year 3, and Year 4 shall be due biannually in equal installments.

(c) At least thirty (30) days prior to the next biannual period, but not more than sixty (60) days, Manager will submit an invoice for payment at a rate of not more than half of the yearly sum, unless otherwise agreed upon in writing, for actual professional services rendered. Applications for payment shall contain appropriate documentation showing that services have been performed and appropriate expenses incurred in the previous biannual period. Thereafter, City shall pay Manager for an undisputed invoice within forty-five (45) days of the date such

application is received. City may offset any payments to Manager by amounts due to City, including but not limited to any unpaid sales tax or municipal fee that Manager has failed to remit, and any costs enumerated in paragraph (d) directly below.

(d) Should City need to employ mechanic, manager, or other personnel on the Leased Premises to assist Manager with is operations or maintenance, the salary and other associated costs, including but not limited to insurance premiums, chemicals, or supplies, of said City employees shall be deducted from any monies to be paid to Manager. Manager is encouraged, but not required, to employ the persons City laid off due to Manager taking over management and operation of the Licensed Premises.

(e) Beginning in Year 6, August 29, 2027 through August 28, 2028, Manager shall pay City $5,000.00 per month as rent due for the use of the Leased Premises. Beginning August 29, 2028, Manager shall pay to City $5,500.00 per month as rent due, subject to an annual consumer price index ("CPI") adjustment as set forth below. Rental rates starting in Year 6 may be subject to further negotiation between the parties.

(f) Following Year 7, August 29, 2028 through August 28, 2029, the rents for the Leased Premises shall be increased biennially based upon the CPI 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 rents will remain the same as the preceding 2-year period for the next 2-year period. In no event, shall the percentage increase for the rents be greater than five percent (5%).

(g) All rent shall be due without notice, offset, or deduction on the first day of each month, and shall be payable at the place designated in this Agreement for Notice to City. Rent shall be paid to City of Pueblo, Finance Department, 1 City Hall Place, Pueblo, Colorado 81003. All late rent, fees, and other sums due under this Agreement shall bear interest at the rate of eight percent (8%) per annum from the date the sum first becomes due, compounded monthly.

(h) 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 agreed to.

(i) No compensation shall be paid to Manager for services required and expenditures incurred in correcting Manager's mistakes or negligence.

SECTION 5. UTILITIES.

Manager shall pay before delinquent the charges for all utilities, including but not limited to, water, gas, electric, cable, satellite, and internet.

SECTION 6. SECURITY DEPOSIT.

(a) At the beginning of Year 6 on August 1, 2027, Manager will submit and City shall retain a deposit in the sum of $5,000.00 to ensure performance of its obligations under this Agreement. In the event that Manager fails, neglects, or refuses to pay any rent, fee, or other sum due, or fails to perform any obligation under this Agreement, then City may, in its sole and absolute discretion, draw from this security deposit to remedy Manager's default. Nothing contained in this Agreement shall require City to remedy Manager's default in this manner, and City may instead, in its sole and absolute discretion, refuse to remedy Manager's default by drawing on the security deposit, and instead pursue the remedies for default provided in this Agreement or by law.

(b) In the event that City draws from this security deposit to remedy Manager's default, City shall notify Manager in writing and require Manager to replenish the deposit to its original level. Failure of Manager to comply with this section shall constitute a material breach of this Agreement.

(c) Within sixty (60) days after this Agreement expires or terminates, City shall refund to Manager the security deposit, less any portion of the security deposit that City has applied to remedy any of Manager's defaults under this Agreement, including but not limited to unpaid rent, other sums due under this Agreement, and any damages or cleaning that may be required, whether discovered during the term of this Agreement or afterward.

SECTION 7. CITY TO PROVIDE CERTAIN CAPITAL IMPROVEMENTS, EQUIPMENT, AND MAINTENANCE.

(a) City has paid for certain capital improvements to the Leased Premises and purchased the equipment and supplies presently located on the Leased Premises, including, but not limited to, the ice rink, primary Zamboni, backup Zamboni, stoves, ovens, furniture, bars, freezers, and the like, for Manager's use on the Leased Premises. All such improvements, equipment, and supplies shall remain property of the City and shall be returned to the City upon termination or expiration of this Agreement. Manager shall confirm that all equipment and supplies are

tagged with City identification within one (1) month of signing of this document. Any capital improvements, equipment, or other supplies purchased by Manager, whether to improve the Leased Premises or to replace existing capital improvements, equipment, or other supplies, shall become the property of City upon termination of this Agreement, unless otherwise agreed to in a signed writing.

(b) Manager shall not remove any equipment from the Leased Premises without the express written consent of the City's Mayor. Manager shall operate and maintain, at its own expense, all equipment. ALL EQUIPMENT PROVIDED TO MANAGER AS SET FORTH IN EXHIBIT B IS ON AN "AS IS" "WITH ALL FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE EQUIPMENT FOR ANY PARTICULAR USE OR PURPOSE. Manager is hereby advised that Manager shall be solely responsible for personally inspecting the equipment before execution of this Agreement and any use of the equipment. Manager's execution of this Agreement and use of the equipment shall constitute an expressed acknowledgement by Manager that the equipment is safe and adequate for Manager's intended and permitted use.

(c) Manager shall have exclusive control of the equipment during the pendency of this Agreement, subject to the City's rights, and shall be responsible for all equipment and for adequate safeguard for the protection of Manager, its employees, agents, independent contractors, subcontractors, and representatives, and persons engaged in any activity on the Leased Premises. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to replace the equipment, or to keep or maintain the equipment in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance, repair, and/or replacement.

(d) City shall be responsible for all major maintenance, repair, and replacement of the plumbing system, roof, electrical system, parking lot, building exterior, and cooling tower for the Leased Premises. The Leased Premises does not contain and the City will not provide a heating and/or air conditioning system beyond the limited heating in the locker rooms, lobby, and other areas. Manager shall be responsible for routine and minor repairs and maintenance, which are defined as any repairs or maintenance with a dollar value of five thousand dollars ($5,000.00) or less, including but not limited to the changing of light bulbs and the interior cleaning and upkeep of restrooms and hallways.

(e) City will maintain the area outside of the Leased Premises, including maintenance of the landscaping, building facades and snow removal on walkways leading to the entrance of the

Ice Arena. However, snow removal within five (5) feet of the entrance to the Ice Arena will be the responsibility of the Manager.

SECTION 8. SPONSORSHIP CONTRACTS AND ADVERTISING.

(a) Manager may enter into Sponsorship Contracts which affect the Leased Premises or the operation of the Concession Area at any time. Manager shall honor and comply with all existing sponsorship agreements the City currently has in place. Once the City sponsorship agreements have expired, the Manager may negotiate new Sponsorship Contracts with those individual organizations.

(b) Manager may enter into Sponsorship Contracts for less than Twenty Thousand Dollars ($20,000.00) without the prior written consent of the City; however, the City reserves the right to require Manager to discontinue any Sponsorship Contracts and/or advertising that the City believes, in its sole and absolute discretion, is not within the City's best interests. Any Sponsorship Contract over Twenty Thousand Dollars ($20,000.00) or involving the naming of the whole, or any portion of the Leased Premised must be approved by the City's Mayor in writing, which approval may be withheld at the sole and absolute discretion of the City. Manager may not enter into Sponsorship Contracts where the sponsorship or advertising is related to marijuana, or any activity prohibited by Colorado or municipal law. Should a sponsor pay for the right to have its product used or sold on the Leased Premises, or to place advertising signs, banners, and other materials at the Leased Premises, City's approval of such sponsorship must first be obtained.

(c) Manager must complete a Sponsorship Contract for any Sponsorship Event it wishes to conduct.

(d) In the event that any term of this Agreement pertaining to Sponsorship Contracts or Sponsorship Events conflicts with or is construed to conflict with any provision of any other contract, lease, or agreement between the City or any of its enterprises and Manager, the provisions of this Agreement shall control.

(e) Manager must work with the City and provide necessary information to the City in order to update the Pueblo Ice Arena website at all times during the term of this Agreement and any extension thereof. Manager must insure a proper link from the Pueblo Bulls Hockey website to the City of Pueblo website at all times during the term of this Agreement. Manager may create and manage a separate social media site to promote Pueblo Bulls Hockey. The City has the right to require Manager to discontinue any advertising on the Pueblo Ice Arena website that the City believes, in its sole and absolute discretion, is not in the City's best interests.

(f) City will be named as an additional sponsor for all of Manager's games, events and programs. The City of Pueblo's logo as provided by the Director will be placed on the ice of the ice rink and must be readable from the highest stands of the Ice Arena by the average person. Said logo need not be located at center ice.

(g) This Agreement does not include the use of broadcasting or television facilities or the use of the Leased Premises for either of these activities, arrangements for either of which must be made in Manager's sole cost and expense. City reserves the right to take photographs in the Leased Premises at any time.

(h) Manager shall be responsible for all of its own marketing and promotions, including but not limited to signs, banners, flyers, and posters. Manager shall include City's logo as approved by Director on all marketing and promotions but shall not represent or hold itself out as a partner, joint venture, agent, or representative of City.

SECTION 9. MANAGER'S OBLIGATIONS.

Manager shall perform and comply with the following obligations, restrictions, and limitations:

(a) Operate, staff, manage, clean, repair, keep sanitary, maintain, and promote the Leased Premises, fixtures, and equipment, including the ice rink, bleachers, locker rooms, restrooms, offices, skate rental area(s), storage rooms, primary Zamboni, backup Zamboni, and Concession Area equipment. Manager shall clean the ice rink but City will dispose of ice rink shavings in accordance with hazardous waste policies and procedures. Manager shall perform all duties with reasonable care according to the highest standards in the industry.

(b) Hire, supervise, train, and schedule all employees and subcontractors needed and required for the efficient operation, maintenance, management, and promotion of the Leased Premises and for any sale and service of alcoholic beverages. It is expressly understood and agreed that all employees hired by Manager shall be the employees of Manager, and there shall be no contractual obligations or employer-employee relationship between the City and such employees. Manager shall provide all workers' compensation insurance for its employees in accordance with the laws of the State of Colorado and furnish Director with satisfactory proof that such insurance is in effect.

(c) Maintain the security and inventory of, and maintain in good condition and repair, all City equipment, fixtures, and machinery used by Manager or placed under Manager's custody and

control by City. An initial inventory of such machinery, fixtures, and equipment shall be prepared for the Leased Premises and shall be signed by the Director and Manager and attached hereto and incorporated herein as Exhibit B (the "Inventory"). Director and Manager shall annually update such Inventory. Repairs, replacement, and disposal of any items on the inventory shall be approved by the Director annually or at such earlier time as requested by Manager. Any machinery, fixtures, or equipment purchased by Manager to replace existing machinery, fixtures, or equipment listed in the Inventory, including but not limited to both the primary Zamboni and backup Zamboni, shall become the property of City upon termination of this Agreement.

(d) Keep and maintain separate, accurate, and complete accounts and records of all activities and transactions conducted by Manager or Manager's subcontractor on the Leased Premises, including the Concession Area, in accordance with generally accepted accounting principles and sound business practices, which accounts and records shall be available for inspection, copy, and audit by City during normal business hours. Manager shall retain all such accounts and records during the term of this Agreement and for a minimum period of three (3) years after termination of this Agreement.

(e) Comply strictly with all applicable federal, state, and local laws, rules, and regulations. The Pueblo Ice Arena Rules & Regulations, as they now exist and as they may later be amended, shall be incorporated herein and attached hereto as Exhibit D and be binding upon Manager.

(f) Keep the Leased Premises open for business for sufficient hours each day to adequately serve the public and conduct City's programs, but for no less than a continuous ten (10) hour period per day. Any change in the set hours of operation shall require the prior approval of the Director. Should City in its sole discretion determine the Leased Premises is not open for sufficient hours to adequately serve the public, City may direct Manager to open the Leased Premises for such additional hours as City may select.

(g) Furnish prompt, courteous, and efficient service throughout the Leased Premises, including but not limited to food and beverage service in the Concession Area. Manager will hold regular events, special events, and Sponsorship Events according to a schedule set forth by Manager and approved by Director, in his or her sole and absolute discretion. Manager will provide all service in a polite and inoffensive manner, ensuring polite conduct and demeanor on the part of Manager's representatives, agents, employees, and subcontractors.

(h) Schedule all City programs on the Leased Premises as directed by the City, including but not limited to public skating sessions, freestyle figure skating, the Pueblo Ice Skating Academy,

Lazer Light Friday Night, and Youth Stick & Puck. City programs shall take priority over any other use Manager may make of the Leased Premises. The City must give prior approval for any change in or rescheduling of a City program. Revenue from City programs conducted on the Leased Premises will be collected by Manager and be used by Manager to further the same or similar programs on the Leased Premises.

(i) Meet, work with, and accommodate Ice Arena User Groups, included but not limited to Pueblo Men's Hockey League, Co-ed Hockey League, Heads Up Hockey League, Pueblo Women's Team, Dave Feamster Hockey Camp FCA, and the Pueblo Figure Skating Club.

(j) Meet with Director in person at least quarterly to review: operation of the Leased Premises, City programs or other events to be conducted on the Leased Premises, the results of previous City programs or other events conducted on the Leased Premises, any menu, prices charged, days and times of operations, décor, advertisements, sponsorships, sales materials and records, and the quality of food and beverages provided.

(k) Pay at Manager's sole cost, before same becomes delinquent, all sales, use, property, and other taxes on the business or property. Manager shall collect and remit to City all sales taxes on the sale of tickets, food, beverages, and other sales.

(l) Operate and manage the Leased Premises as a public facility for the use and benefit of the public on a fair, equal, and nondiscriminatory basis without preferential treatment to any individual, group, or entity. Manager will meet and comply with the nondiscrimination and equal employment requirements of Section 1-8-4 of the Pueblo Municipal Code and state and federal law, which are incorporated herein by reference. Manager specifically agrees that no person shall be denied or refused services or other full or equal use of the Leased Premises, nor denied employment opportunities by Manager as a result of race, creed, color, sex, sexual orientation, age, national origin, ancestry, or disability. Manager's failure to comply with this section shall constitute a material breach for which City may immediately terminate this Agreement and at which time Manager will provide a full refund of the most recent monies paid by City to Manager.

(m) To the extent the Americans With Disabilities Act of 1990, (42 U.S.C. § 12101, et. seq.) (the "ADA"), the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794 et seq.) (the "RA") or any other federal or state law requires that special accommodation be made for any person with a disability, including any person with a hearing impairment, in order for such person to attend, enjoy or participate in any program, activity, public performance, or other use of Leased Premises undertaken by Manager under this Agreement, Manager shall at its sole cost and expense furnish such special accommodations, and fully comply with the requirements of the ADA, RA, or other federal or state law. Should a pre-existing condition of the Leased Premises

be found by City to not be ADA compliant, Manager will not be responsible for the cost of correcting said condition, which shall be the responsibility of City.

(n) To the extent applicable, Manager's website and virtual activity shall comply with and adhere to Section 508 of the RA and C.R.S. §§24-85-101 et seq. Manager shall comply with all applicable technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at https://www.w3.org/TR/WCAG21/.

(o) Obtain at Manager's sole cost and expense all licenses required for the operation of the Leased Premises, including but not limited to food service licenses, liquor licenses, and sales and use tax licenses. Upon termination of this Agreement, all such licenses shall remain with the Leased Premises and Manager shall fully cooperate in the transfer of such licenses to City or its designee. For such purposes, Manager hereby irrevocably appoints City its agent and attorney in fact to execute all approvals and instruments required for such transfers. City acknowledges that any required license may be held in the name of a subcontractor of Manager, but any such license shall remain with the Leased Premises and both subcontractor and Manager shall fully cooperate in the transfer of such licenses to City or its designee. Any agreement between Manager and a subcontractor must include a provision keeping all such licenses with the Leased Premises and guaranteeing their transfer and approval in accordance with City's direction.

(p) Comply with the rules and regulations adopted by the Director relating to the use and operation of the Leased Premises, and all roads, sidewalks, and parking lots used in connection with the Leased Premises.

(q) Keep all portions of the sidewalks, entrances, passages, vestibules, halls, and all ways of access to public areas of the Leased Premises unobstructed and not use such areas for any purpose other than ingress and egress to and from the Leased Premises and public areas. The doors, stairways, or openings into the Leased Premises, including hallways, corridors, passageways, and house lighting attachments, shall not be obstructed by the Manager.

(r) Not use or allow the Leased Premises to be used for any unlawful or objectionable purpose as determined by the City, and shall not cause, maintain, or permit any disorderly conduct, nuisance, or waste in, on, or about the Leased Premises. Manager shall not conduct any activity or sell anything at or on the Leased Premises except as specifically authorized in this Agreement.

(s) Not make any improvements of a permanent nature to the Leased Premises or install any fixture or sign thereon, or make any additions, changes, remodeling, or alterations to the same without

the prior written approval of the Director and after obtaining all permits required therefor. All improvements, fixtures, signs, additions, changes, remodeling, or alterations shall become and remain the property of the City.

(t) Surrender and deliver to the City at the expiration or termination of this Agreement the Leased Premises and all fixtures, machinery, supplies, and equipment in good order and condition, reasonable wear and tear excepted.

(u) Have the non-exclusive right, but not the obligation, to collect and have custody of all articles left in the Leased Premises by persons attending any function held in the Leased Premises. Any property left in the Leased Premises shall after a period of thirty (30) days from the last day of tenancy be deemed abandoned and at the option of City become property of City.

SECTION 10. MANAGER'S IMPROVEMENTS AND EQUIPMENT.

(a) All costs associated with the development, installation, construction, and maintenance of any improvements or capital improvements shall be the sole responsibility of the Manager, unless City and Manager mutually agree otherwise through a signed writing. Manager shall submit to City a written proposal for all proposed improvements that includes the estimated value of the improvements and anticipated cost of development, installation, construction, and maintenance. All improvements must comply with the requirements of the ADA, RA, and other federal or state laws. Manager must obtain the prior written approval of the Director and Mayor for any proposed improvements and a certificate from the Pueblo Regional Building Department approving any proposed improvements. All improvements must be approved in writing by the City prior to installation or construction. Any proposed changes must meet all building permit regulations and be constructed, installed, maintained, and operated in compliance with all local, state, and federal laws and regulations.

(b) Manager shall maintain the improvements in good and safe condition, appearance, and state of repair, regardless of the cause or need for maintenance and repair. City and Manager may negotiate to offset or reduce the yearly rental rates by the cost of site improvements installed or constructed by Manager. All offsets or reductions in rent shall be mutually agreed upon by Manager, Director, and Mayor and be reduced to a writing signed by both parties prior to any work being performed. To receive a reduction or offset, Manager must submit a copy of a final invoice and proof of payment to Director in order to receive credit for any reduction in rent. If an improvement is not performed or completed, or Manager's payment for the same is not completed, rejected, or dishonored for any reason, rent shall be paid according to existing terms of this Agreement.

(c) Any improvement, construction, or enhancement completed by Manager shall be deemed a fixture and become a permanent part of the Leased Premises, and all ownership of the improvement, construction, or enhancement shall pass to the City upon termination or expiration of this Agreement.

(d) The City may in its discretion reimburse Manager for additional capital expenses incurred by Manager for equipment and furniture to be used by Manager at the Leased Premises, provided that:

(1) Manager obtains written approval from the City for the capital expenses prior to incurring said expenses; and

(2) Manager provides a detailed proposal to the City describing the equipment or furniture to be purchased, the reason the purchase is necessary, and an estimate of the costs for the equipment or furniture; and

(3) The capital expenses are incurred only for Ice Arena related equipment or furniture delivered to and used solely at the Leased Premises; and

(4) Receipts for all purchases are provided immediately after the purchases are made.

SECTION 11. PROGRAMS AND EVENTS.

(a) Manager will on behalf of City, schedule all City programs on the Leased Premises as directed by the City, including but not limited to public skating sessions, freestyle figure skating, the Pueblo Ice Skating Academy, Lazer Light Friday Night, and Youth Stick & Puck. City programs shall take priority over any other use Manager may make of the Leased Premises. The City must give prior approval for any change in or rescheduling of a City program. All City programs must be provided at affordable rates and any charges to participants must first be approved by City.

(b) Bulls Hockey Practice and Games. Hockey practices and games shall be scheduled by Manager, such that the practices and games do not conflict with City programs.

(c) Lazer Light Night. Games shall conclude prior to the Pueblo Ice Arena's Lazer Light Friday Night event. Manager's players may interact with youth in attendance and join the Pueblo Ice Arena Lazer Light Friday Night event upon approval of City. Depending upon the Friday night

game schedule, Manager may with Director's approval adjust the Lazer Light event schedule to accommodate the earlier Friday night games.

(d) Manager may hold special events upon Director's written approval and at hourly rates approved by Director. Manager shall be solely liable for all damage to the Leased Premises caused by its events and will conduct any repairs needed due to such damage. No event may substantially alter the character of the Leased Premises nor result in it losing its nature as a public facility.

(e) Manager shall provide City with a discounted rate for any rental or special event City wishes to hold on the Leased Premises. The discount for City use shall be at least ten percent (10%) below the standard rate. The City's Fire and Ice Cup between the Pueblo Police Department and Pueblo Fire Department will be hosted on the Leased Premises at no charge to City.

(f) Manager shall be responsible for all ticket sales, both before and the day of a game or event. City shall not be in any way responsible for the sale of tickets nor Manager's inability to sell tickets. Manager shall not sell, allow, or cause to be sold or issued, admission tickets in excess of the seating capacity of the Leased Premises, nor admit a larger number of persons to the Leased Premises than can be properly and safely seated, and the decision of the Director in this respect shall be final. Although Manager shall set the price of tickets with Director's approval and control all ticket sales, Manager shall keep ticket prices affordable to the Pueblo community to ensure sufficient sales and to build a long-term fan base.

(g) Manager shall not use pyrotechnic devices, explosives, fireworks or incendiary devices of any kind anywhere in or near the Leased Premises without prior written approval from the Fire Department and the Director.

(h) Manager will endeavor to foster various community leagues that would use the Ice Arena, including but not limited to hockey, skating, and curling.

SECTION 12. FOOD, BEVERAGES, AND LIQUOR.

(a) Manager will provide food and beverage service in designated areas of the Licensed Premises, which may include alcoholic beverages. Manager will purchase, stock, carry, furnish, provide, and replace as needed, at Manager's sole cost and risk, sufficient and adequate food, foodstuffs, beverages, alcohol beverages, equipment, furnishings, furniture, dishes, glasses, and utensils in the Concession Area, in a quality and quantity determined to be adequate by Director, including at a minimum sandwiches and light snacks or the equivalent thereof.

(b) Manager shall provide prompt, courteous, and efficient food and beverage service on the Leased Premises during games and approved Sponsorship Events. Food must be served in accordance with the Colorado Liquor Code if Manager has obtained a liquor license.

(c) Manager may use the Leased Premises for the selling of fermented malt beverages, also known as beer, if it obtains all necessary permits and permissions, including the appropriate license from the City of Pueblo Liquor and Beer Licensing Board. Should Manager decide to sell alcohol:

(1) The Manager may only sell fermented malt beverages and no other type of liquor.

(2) Alcohol shall NOT be served during youth programs or events.

(3) Alcohol must be stored securely on the Leased Premises.

(4) Manager must maintain the Leased Premises in accordance with liquor rules and regulations promulgated by the State of Colorado and the City of Pueblo. Manager shall provide adequate security at all times during which alcoholic beverages are to be sold.

(5) Manager shall procure additional insurance in accordance with best practices of liquor licensed establishments, sufficient to cover the liabilities incurred from the selling of alcohol.

(6) All costs associated with and incidental to the selling of alcohol, including equipment, tables, cups, additional trash cans, and other supplies, will be assumed by Manager. Manager shall provide its own trained staff to serve alcoholic beverages. City's staff shall not serve alcoholic beverages nor be requested to do so. City's staff shall not in any way be required to aid Manager in the procurement or sale of alcohol.

(7) Manager shall exercise special care to ensure that persons under the age of twenty-one (21) do not purchase, receive, or consume alcoholic beverages on the Leased Premises, that alcoholic beverages are not removed illegally from the Leased Premises, and that visibly intoxicated persons are not served alcoholic beverages. Before allowing any employee to sell or serve alcoholic beverages on the Licensed Premises, Manager shall ensure that the employee receives Responsible Vendor Training in in accordance with the Colorado Liquor Code.

(d) Manager will be responsible for and meet City's standards when cleaning up serving areas, stands, and all other areas where alcohol is to be allowed.

(e) Manager's sale of alcoholic beverages must be kept separate from the sale of other food and non-alcoholic concessions. All revenue from Manager's sale of food, beverages, and alcohol shall be the sole property of Manager, subject to all taxes and fees.

(f) Manager must receive approval from City before applying for any license or permit allowing the sale of liquor, other than fermented malt beverages (beer).

SECTION 13. TERM AND TERMINATION.

(a) The initial term of this Agreement is five (5) years, from August 29, 2022 to August 28, 2027, unless earlier terminated as herein provided. This Agreement may be renewed for three (3) separate successive five-year periods in the discretion of the City. Prior to the first renewal of this Agreement, the parties may negotiate the rent Manager will be charged for its use and occupation of the Leased Premises. If a new rent is not negotiated, rent shall be as set forth in Sections 4(d) and 4(e) of this Agreement.

(b) If either party is in default hereunder, the non-defaulting party may give written notice describing the default to the defaulting party. If the defaulting party does not correct such default within twenty (20) days after receipt of said notice, or if the default cannot be corrected within said twenty (20) day period and the defaulting party fails to commence action to correct within said period and thereafter diligently pursue corrective action, the non-defaulting party may terminate this Agreement upon an additional five (5) days' notice to the defaulting party.

(c) Notwithstanding the foregoing, either party may terminate this Agreement without cause by giving at least ninety (90) days prior written notice to the other party, specifying the date of termination.

(d) In the event any portion of the Leased Premises is not vacated at the end of the term of this Agreement, City shall be and is hereby authorized to remove from the Leased Premises, at the expense of the Manager, all Manager's goods, wares, merchandise, and property of any kind or description which may be located in any portion of the Leased Premises, and City shall not be liable for any damage to or loss of such goods, wares, merchandise, or property sustained either during the removal or storage of same and the City is hereby expressly released from any and all claims for such loss or damage. Upon termination of this Agreement, Manager will deliver to the City the Leased Premises in as good condition and repair, as the same shall be found at the beginning of the term of this Agreement. Manager shall pay to City the cost of replacement of any rink glass broken during its rental term.

SECTION 14. INSURANCE, INDEMNITY, AND RELEASE.

(a) Manager shall, prior to execution of this Agreement and on the anniversary of such execution each year, obtain the following insurance coverages and provide to the City Certificates of Insurance evidencing the same. Certificates evidencing insurance coverage shall certify that the insurance coverage is in force and will not be cancelled or reduced without at least thirty (30) days prior written notice to City and that the City is named as an additional insured under the policies. Manager shall maintain all such insurance coverages at all times during the term of this Agreement:

(1) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the City.

(2) Commercial General Liability ("CGL") Insurance issued to and covering the liability of Manager and its subcontractors, to be written on a Commercial General Liability policy form with coverage limits of not less than Two Million and No/100 Dollars ($2,000,000.00) per person and occurrence for personal injury, including but not limited to death and bodily injury, and Two Million and No/100 Dollars ($2,000,000.00) per occurrence for property damage. This CGL policy shall also provide coverage for fires and for contractual liability assumed by Manager under the provisions of this Agreement.

(3) Comprehensive Automobile Liability Insurance effective during the period of the Agreement, covering the liability of Manager and with limits of liability for injury to one person in any single occurrence of not less than One Million and No/100 Dollars ($1,000,000.00) and for any injury to two or more persons in any single occurrence of not less than Two Million and No/100 Dollars ($2,000,000.00). This insurance shall include uninsured/underinsured motorist coverage and shall protect Manager from any and all claims arising from liability for the use of motor vehicles and Zambonis on and off the Leased Premises and whether the motor vehicle or Zamboni is owned, hired or used by Manager or its employees.

(4) The coverage and limits enumerated in this insurance provision represent only the minimum insurance required, and the Manager should rely on its expertise to obtain any additional insurance coverage needed for its performance under this Agreement.

(b) Manager forever releases and waives any and all claims, known and unknown, presently existing or arising in the future, and any suit or action in law or equity against City and its officers, employees, agents, and independent contractors ("Released Parties") in any court or

tribunal, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Manager may suffer, related to or caused by the Released Parties which are in any way related to the Leased Premises, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties.

(c) Manager shall not file, pursue, or prosecute any suit, action, or proceeding, in law or in equity, in any court or tribunal, against the Released Parties, based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Manager may suffer related to or caused by the Released Parties which are in any way related to the Leased Premises or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties.

(d) Manager shall indemnify, defend, and hold harmless the Released Parties against any liability for any damages, attorneys fees, and restitution that may be imposed by any court or tribunal in any suit, action, or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that Manager may suffer, related to or caused by the Released Parties which are in any way related to the Leased Premises or this Agreement, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by the Released Parties.

(e) Manager shall indemnify, defend, and hold harmless the Released Parties against any liability for any damages, attorneys fees, and restitution that may be imposed by any court or tribunal in any suit, action, or proceeding in law or equity filed by any person or entity based on tort, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss directly or indirectly attributable to Manager or Manager's subcontractors, which are in any way related to the Leased Premises or this Agreement, or any vehicle, object, thing, or activity in any building or facility owned, operated, or controlled by Manager or Manager's subcontractors, except where said loss is due to civil rights related litigation based on City denying Manager's acceptance of a sponsorship.

(f) Prior to using the Leased Premises, all of Manager's employees, agents, and participants MUST sign a Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Release Agreement"), the language of which must be approved by the Director, in the presence of Manager personnel and all executed Release Agreements shall be maintained and kept on file by Manager for at least three (3) years from the execution date of the Release

Agreements. Originals or copies of the Release agreements shall be delivered to the City upon its request. Manager's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Manager shall bear sole responsibility for full compliance with this section. Use of the Leased Premises by any of Manager's employees, agents, or participants prior to the execution of a Release Agreement by such individual, shall constitute a material breach of this Agreement by Manager.

(g) No individual under the age of eighteen (18) years shall be allowed in to use the Leased Premises, without a (1) Release Agreement, and (2) a Parental Consent to the Release and Waiver of Liability, Assumption of Risk and Indemnity Agreement ("Parental Consent Agreement") executed by each minor and the minor's parent or legal guardian. The language of the Release Agreement and Parental Consent Agreement must be approved by the Director. These documents must be signed in the presence of Manager personnel and are required before said minor's use of the Leased Premises. All executed documents shall be maintained and kept on file by Manager for three (3) years from the execution date of the Release Agreements and Parental Consent Agreements. Originals and/or copies of the Release Agreements and Parental Consent Agreements shall be delivered to the City upon request. Manager's obligation to maintain these records and provide them to the City upon request shall survive termination or expiration of this Agreement. Manager shall bear sole responsibility for full compliance with this section. Entry by any individual to a restricted area prior to the execution of the agreements listed in this section shall constitute a material breach of this Agreement by Manager.

(h) The City assumes no responsibility whatsoever for any Manager property placed in the Leased Premises, and City is hereby expressly released and discharged from any and all liability for any loss, injury, or damage to person or property that may be sustained by reason of the occupancy or use of the Leased Premises by Manager. Manager assumes all risk of loss, injury, or damage to such property and persons.

SECTION 15. SUBCONTRACTS.

(a) The parties acknowledge that Manager is the only party with whom City has a lease or contract under this Agreement. To the extent Manager performs any services under this Agreement through subcontractors, Manager shall contractually bind each of its subcontractors through written contract to all of the terms of this Agreement which are for the benefit of City, and City shall be a third party beneficiary of those subcontracts. City reserves the right to approve or reject, in its sole and absolute discretion, any subcontractor Manager intends to perform services under this Agreement. Manager shall obtain City's approval prior to contracting with any such subcontractor.

(b) Manager shall indemnify, defend, and hold harmless the Released Parties from any and all claims and demands for payment for any services provided by Manager's subcontractors. Manager shall provide or require its subcontractors to maintain at a minimum the types and levels of insurance required of Manager pursuant to this Agreement and require subcontractors to release City from any and all liability and to indemnify, defend, and hold harmless City from any damage or loss directly or indirectly attributable to the subcontractor. Manager shall not allow the placement of any liens on the Leased Premises.

(c) Manager shall furnish, maintain, and keep in force during the effective term of this Agreement a good and sufficient Performance Bond, in the form provided by City, in an amount not less than the Minimum Annual Guarantee as security for Manager's faithful performance of this Agreement and for the payment of all subcontractors and persons performing labor and furnishing equipment and provisions in connection with the Leased Premises and the return of the Leased Premises and City owned fixtures, inventory, and equipment in good condition upon termination or expiration of this Agreement.

SECTION 16. NOTICES.

(a) Any notice required or permitted by this Agreement shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail or registered mail, postage and fees prepaid, addressed to the party to whom such notice is to be given at the following address or at such other address as may be subsequently furnished in writing to the other party:

If to City:
Mayor
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

With an additional copy to:
City Attorney
City of Pueblo
1 City Hall Place
Pueblo, Colorado 81003

And

Director of Parks and Recreation
City of Pueblo
800 Goodnight Avenue
Pueblo, Colorado 81005

If to Manager:

Jerry Wilhite
Pueblo Bulls Hockey Club, Inc.
1755 Telstar Drive, Suite 300
Colorado Springs, Colorado 80920

(b) Such notices shall be deemed to have been given when deposited in the regular United States mail.

SECTION 17. PERA LIABILITY.

Manager 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. Manager shall fill out the questionnaire attached as Exhibit C and submit the completed form to City as part of the signed Agreement.

SECTION 18. MISCELLANEOUS.

(a) THE LEASED PREMISES IS PROVIDED ON AN "AS IS" "WITH ALL ITS FAULTS" BASIS, AND CITY MAKES NO REPRESENTATION OR WARRANTY AS TO THE CONDITION OR FITNESS OF THE LEASED PREMISES FOR MANAGER'S EVENTS OR FOR ANY PARTICULAR USE OR PURPOSE. Accordingly, Manager is hereby advised that Manager shall be solely responsible for personally inspecting the Leased Premises before execution of this Agreement and commencement of any use. Manager's execution of this Agreement or commencement of any use shall constitute an expressed acknowledgement by Manager that the Leased Premises is safe and adequate for Manager's permitted use. Notwithstanding any provision in this Agreement to the contrary or which may be construed to the contrary, City assumes no obligation or responsibility to keep or maintain the Arena or Leased Premises in good and safe condition, appearance, or state of repair, regardless of cause of need for maintenance and repair.

(b) Additional Documents. The parties agree to execute any additional documents or take any additional action that may be necessary to carry out this Agreement.

(c) Force Majeure. Any delays in or failure of performance by any party of its obligations under this Agreement shall be excused if such delays or failure are a result of acts of God, pandemics, fires, floods, storms, lightning strikes, labor strikes, labor disputes, accidents, regulations, orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

(d) Binding Effect. This Agreement shall inure to the benefit of, and be binding upon, the parties, their respective legal representatives, successors, and assigns; provided, however, that nothing in this paragraph shall be construed to permit the assignment of this Agreement except as otherwise expressly authorized herein.

(e) Section Captions. The captions of the paragraphs are set forth only for the convenience and reference of the parties and are not intended in any way to define, limit, or describe the scope or intent of this Agreement.

(f) Integrations, Severability, Amendment, and Counterparts. This Agreement represents the entire agreement between the parties and supersedes all prior discussions and written agreements or understandings. This Agreement may be amended only by an instrument in writing signed by the parties. If any provision of this Agreement is held invalid or unenforceable, no other provision shall be affected by such holding, and all of the remaining provisions of this Agreement shall continue in full force and effect. This Agreement may be executed in multiple counterparts, each of which shall be deemed an original, and all of which together constitute one and the same agreement.

(g) No Third Party Beneficiaries; No Waiver of Immunities. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

(h) Waiver of Breach. A waiver by any party to this Agreement of the breach of any term or provision of this Agreement shall not operate or be construed as a waiver of any subsequent breach by either party.

(i) Authority of Signers. Each person signing this Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this Agreement on behalf of such party and that this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

(j) Attorney's Fees and Costs of Collections. In the event that it becomes necessary for the City to bring any action or proceeding to collect unpaid utilities, damages, janitorial fees, costs, or other sums due under this Agreement, to enforce any provision of this Agreement, to recover damages for Manager's breach of this Agreement, or to seek specific performance of this

Agreement, the City shall be entitled to collect its reasonable attorneys fees, costs of suit, and costs of collection as part of the judgment in such action or proceeding.

(k) Relationship. 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.

(l) Assignment. This Agreement shall not be assigned by Manager without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion.

(m) Disputes. In the event a dispute arises between Manager and Director with respect to any provision of this Agreement or the obligations or performance of either the City or Manager hereunder, the Director or Manager may submit such dispute to the Mayor for resolution and determination. If such dispute is submitted to the Mayor for resolution, his or her decision thereon shall be binding upon all parties.

(n) Governing Law and Venue. This Agreement shall be governed by the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

(o) Certain Provisions Survive Expiration of Term and Termination. The provisions of this Agreement pertaining to indemnification, releases, covenants not to sue, and liability, shall survive both the expiration of the term of this Agreement and termination of this Agreement, and such terms shall continue in effect for a period of five years following the termination of this Agreement and for such further time as it may take to completely and finally negotiate, settle, or litigate any claim or suit concerning the same.

(p) No Multi-Fiscal Year Obligation on City. 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, 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, including

any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this Agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

(q) Prior Agreements Between the Parties. Upon execution of this Agreement, the Pueblo Ice Arena Rental Agreement dated November 12, 2018 between the City and the Pueblo Bulls Hockey Club, Inc., as amended by that Amendment No. 1 to the Pueblo Ice Arena Rental Agreement dated May 14, 2019, shall be terminated and be of no further force and effect.

(r) 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.

[Remainder of page intentionally left blank.]

Executed the day and year first above written.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By_____
Nicholas A. Gradisar, Mayor

Attest:_____
City Clerk

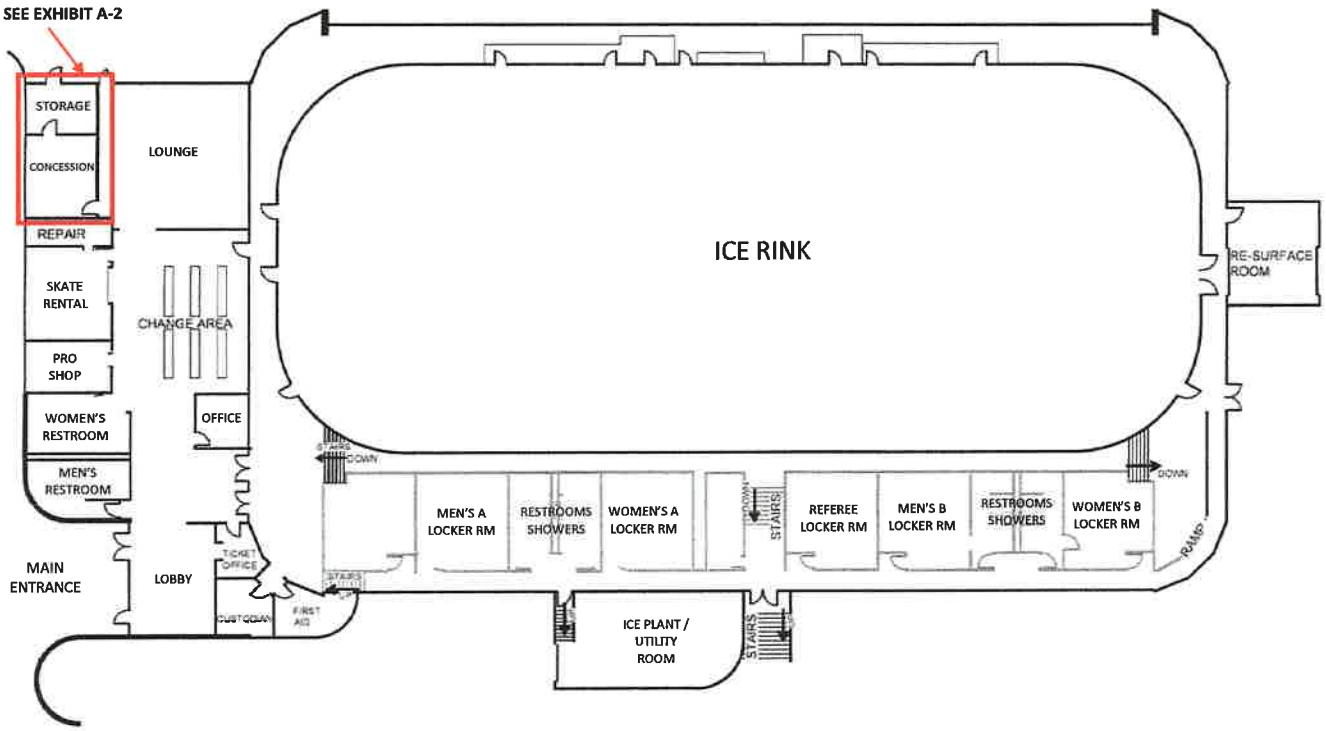
APPROVED AS TO FORM:

_____
City Attorney

PUEBLO BULLS HOCKEY CLUB, INC.
A COLORADO CORPORATION

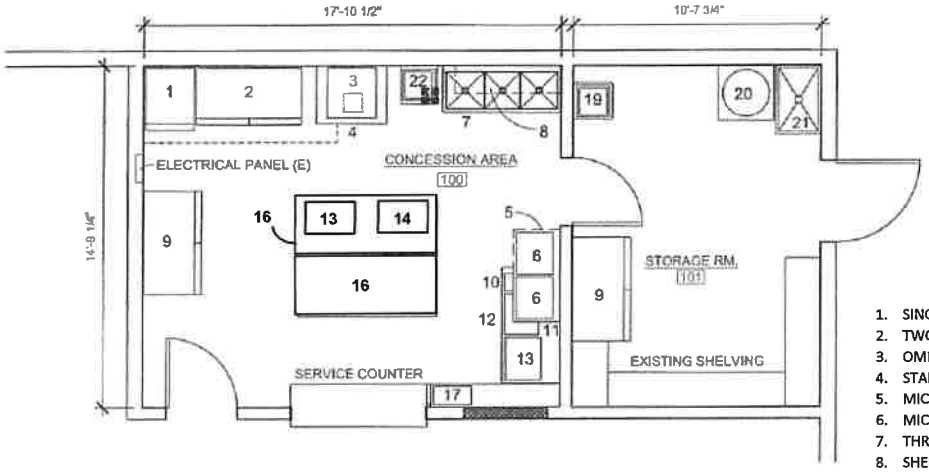
By_____
Name Gerald W. Wilhite
Title OWNER - President & CEO

Attest: C Wilhite
Secretary



ICE ARENA FLOOR PLAN

EXHIBIT A-1



CONCESSIONS FLOOR PLAN

1/4" = 1'-0

EQUIPMENT LIST

1. SINGLE DOOR COOLER (115V/60/1, 7.6A)
2. TWO DOOR REACH-IN FREEZER (115/60/1. 12.5A)
3. OMITTED
4. STAINLESS STEEL TABLE
5. MICROWAVE SHELF (24" x 48")
6. MICROWAVE OVEN (120V/60/1. 15A) (2)
7. THREE COMPARTMENT S.S. SINK
8. SHELF/DRYING RACK
9. REACH-IN REFRIGERATOR (115V/60/1, 12.5A)
10. CHEESE/CHILI SAUCE DISPENSER
11. STAINLESS STEEL TABLE
12. COUNTERTOP HOTDOG ROLLER GRILL (120V/60/1, 8.3A)
13. POPCORN MACHINE (120V/60/1, 15A)
14. COFFEE MACHINE
15. OMITTED
16. STAINLESS STEEL TABLE (2)
17. OMITED
18. OMITED
19. HAND SINK
20. 43 GALLON WATER HEATER
21. MOP SINK
22. WALL MOUNT S.S. HAND SINK

EXHIBIT A-2

EXHIBIT B

ICE ARENA CONTROLLED INVENTORY (as of 06.27.2022)

ASSET	DESCRIPTION	TAG #	LOCATION	DATE ACQ	QTY	UNIT COST
24391	MERCHANDISING RACK	32954	Concessions	01/01/12	1 EA	103.50
24392	MERCHANDISING RACK	32953	Concessions	01/01/12	1 EA	88.67
24407	MICROWAVE OVEN	32939	Concessions	01/01/12	1 EA	234.60
24408	MICROWAVE OVEN	32940	Concessions	01/01/12	1 EA	234.60
24409	PIZZA OVEN	32934	Concessions	01/01/12	1 EA	1,046.02
24421	POPCORN POPPER	32945	Concessions	01/01/12	1 EA	586.85
24447	REFRIGERATOR	32955	Concessions	01/01/12	1 EA	2,483.61
25435	MICROWAVE OVEN	33374	Concessions	02/11/14	1 EA	285.00
25838	COOLER, SINGLE DOOR 25 CUBIC	34300	Concessions	06/17/15	1 EA	1,610.10
NONE	STAINLESS STEEL TABLE		Concessions		1 EA	
NONE	STAINLESS STEEL TABLE		Concessions		1 EA	
NONE	STAINLESS STEEL TABLE		Concessions		1 EA	
NONE	STAINLESS STEEL TABLE		Concessions		1 EA	
NONE	PRETZEL WARMER		Concessions		1 EA	
27475	MICROWAVE, NE-1025F	34893	Concessions	11/27/17	1 EA	307.01
27480	COFFEE BREWER, KEURIG K150P	34897	Concessions	12/07/17	1 EA	379.75
28702	SHELVING	28702	Concessions	02/07/19	1 EA	89.98
28703	SHELVING	28703	Concessions	02/14/19	1 EA	89.98
28757	PIZZA OVEN	41281	Concessions	02/18/19	1 EA	1,294.00
29187	CENTRAL REST PROD, 2 wall style		Concessions	03/06/20	6 EA	1,887.73
	CENTRAL REST PROD, center style		Concessions		3 EA	
	CENTRAL REST PROD, handicap style		Concessions		1 EA	
29241	MICROWAVE OVEN, 1000 w	41720	Concessions	02/27/20	1 EA	275.00
29256	PRETZEL DISPLAY CASE	41721	Concessions	05/05/20	1 EA	424.00
29584	COMMERCIAL KEURIG, K150P	42785	Concessions	09/25/20	1 EA	348.11
29587	COFFEE URN	42782	Concessions	09/25/20	1 EA	91.99
30078	SHEVLING UNIT	30078	Concessions	10/08/21	1 EA	99.98
18531	GOAL, HOCKEY W/NETS		Ice Room	01/01/80	6 EA	400.00
20312	SPEAKER, YORKVILLE Y150 23677		Ice Room	01/01/01	1 EA	387.50
20313	SPEAKER, YORKVILLE Y150 23695		Ice Room	01/01/01	1 EA	387.50
23066	TV, WALL MOUNT	30270	Lobby	01/01/09	1 EA	235.00
28479	TELEVISION, HITACHI 32C11	41185	Lobby	11/28/18	1 EA	124.88
28480	TELEVISION, HITACHI 55	41186	Entry	11/28/18	1 EA	299.00
28663	TELEVISION, HITACHI 55	41187	Lobby	11/28/18	2 EA	299.00
18259	CABINET, FILE 4 DRAWER		Storage	01/01/73	1 EA	223.44
18333	CABINET, FILE 4 DRAWER LEGAL	A1220	Storage	01/01/75	1 EA	140.00
18334	CABINET, FILE 4 DRAWER LEGAL	A1221	Storage	01/01/75	1 EA	140.00
18349	DESK, HON HN4701A	A1223	Manager Office	01/01/75	1 EA	187.60
19397	CABINET, FILE 2 DRAWER LEGAL	19115	Manager Office	01/01/96	1 EA	267.00
20291	RCA STA 3850/50 W R		Manager Office	01/01/01	1 EA	119.99
22357	CHAIR, EXECUTIVE GREY		Manager Office	01/01/07	1 EA	99.99
22608	CHAIR, MICROFIBER EXECUTIVE		Manager Office	01/01/08	1 EA	99.99
24684	SKATES, SOFTEC ADULT FIGURE SKATES		Shop	01/01/13	10 EA	85.55
24685	SKATES, SOFTEC ADULT FIGURE SKATES		Shop	01/01/13	16 EA	85.55
24686	SKATES, SOFTEC ADULT FIGURE SKATES		Shop	01/01/13	22 EA	85.55
24687	SKATES, SOFTEC ADULT FIGURE SKATES		Shop	01/01/13	4 EA	85.55
25660	SKATES, SOFTEC RENTAL YOUTH SIZE 6		Shop	06/02/15	24 EA	74.85
25661	SKATES, SOFTEC RENTAL YOUTH SIZE 5		Shop	06/02/15	18 EA	74.85
26171	SKATES, SOFTEC FIGURE YOUTH RS3651		Shop	10/26/15	8 EA	71.25
26172	SKATES, SOFTEC FIGURE ADULT RS3650		Shop	11/18/15	14 EA	80.75
26185	SKATES, SOFTEC FIGURE CHILD RS3657		Shop	10/26/15	7 EA	66.50
26186	SKATES, MENS HOCKEY RH952		Shop	10/26/15	91 EA	68.40
26187	SKATES, BOYS HOCKEY RH953		Shop	10/26/15	32 EA	63.65
26188	SKATES, SOFTEC FIGURE CHILD RS3657		Shop	11/18/15	18 EA	66.50
26189	ICE SKATES, SOFTEC FIGURE YOUTH RS3651		Shop	11/18/15	97 EA	71.25
26190	ICE SKATES, SOFTEC LEISURE MEN RH2602		Shop	11/18/15	5 EA	68.40

EXHIBIT B

ICE ARENA CONTROLLED INVENTORY (as of 06.27.2022) - CONTINUED

ASSET	DESCRIPTION	TAG #	LOCATION	DATE ACQ	QTY	UNIT COST
29680	SKATE HOLDER / GRINDING WHEELS		Shop	10/12/20	1 EA	685.00
18389	GLOBE TICKET ISSUEING UNITS	A2291	Ticket Office	01/01/76	2 EA	380.00
19226	SAFE, serial #E441247		Ticket Office	01/01/91	1 EA	188.80
29607	BISSELL POWER STEAMER, 2685A	42799	Utility Room	10/23/20	1 EA	104.99
30082	HANDHELD VACUUM, CORDLESS	30082	Utility Room	10/29/21	1 EA	139.99
30083	HANDHELD VACUUM, CORDLESS	30083	Utility Room	10/29/21	1 EA	139.99
19208	BATTERY CHARGER		Zamboni Room	01/01/91	1 EA	149.50
27584	BATTERY CHARGER, ZAMBONI W BRACKET	34917	Zamboni Room	11/17/17	1 EA	418.56
20021	SATELLITE FOLLOW SPOT	22535		01/01/00	1 EA	2,476.18
24030	MOTION SENSOR, 200 FT DUAL TEC	30961		01/01/11	1 EA	330.00
24586	DISPLAY CASE FOR ICE ARENA			01/01/13	1 EA	1,087.00
27563	CLOCK, PYRAMID 5000 BLACK	34908		12/14/17	1 EA	235.20
	GOAL FRAME DOLLY			12/28/21	1 EA	1,035.24
	TOOL CHEST, 4 DRAWER		Shop	04/12/22	1 EA	218.00
	ICE MAKER, TABLE-TOP	???	Concessions	07/18/18	1 EA	89.88
	BAGGED CHEESE WARMER	???	Concessions	09/19/16	1 EA	394.90

ICE ARENA CAPITAL INVENTORY (as of 06.27.2022)

ASSET	DESCRIPTION	TAG #	LOCATION	DATE ACQ	QTY	UNIT COST
25397	FIBER CABLE	SYSTEM	Ice	04/15/14	1 EA	20,751.00
17669	FREEZER, REACH IN	32937	Concessions	01/01/12	1 EA	3,151.96
17670	FREEZER, REACH IN	32938	Concessions	01/01/12	1 EA	3,151.96
17328	HDTV VIDEO DISTRIBUTION SYSTEM	SYSTEM	Ice	01/01/10	1 EA	6,996.00
17334	LIGHTING SYSTEM, LASER	30547	Ice	01/01/10	1 EA	21,888.00
14266	SHARPENER, SCC-1 BLADEMASTER MODEL (822)		Shop	01/01/84	1 EA	4,715.00
	SKATE SHARPENER		Shop	12/14/21	1 EA	949.98
	SKATE ADAPTER FOR SKATE SHARPENER		Shop	12/14/21	1 EA	99.99
	SKATE SHARPENER		Shop	11/26/21	1 EA	824.99
	EDGE CHECK FOR SKATE SHARPENER		Shop	11/26/21	1 EA	239.98
17353	SIGNATURE DASHER BOARD SYSTEM	30548	Ice	01/01/10	1 EA	9,525.00
17160	SOUND SYSTEM AT ICE ARENA	SYSTEM	Ice	01/01/09	1 EA	16,970.00
	AED UNIT WITH CABINET		Ice	07/26/19	1 EA	1,579.00
	EDGER, ZAMBONI ELECTRIC 336-E	0157	Zamboni Room		1 EA	

ICE ARENA EQUIPMENT/VEHICLE INVENTORY (as of 06.27.2022)

ASSET	DESCRIPTION	TAG #	LOCATION DESC	
00880	1994 ZAMBONI ICE RESURFACER	VIN 4049	225-343	Zamboni Room
01767	2007 ZAMBONI ICE RESURFACER	VIN 552-8737	225-344	Zamboni Room

EXHIBIT C

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

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

(a) Are you, or do you employ or engage in any capacity, including an independent contractor, a PERA Retiree who will perform any services for the City of Pueblo? Yes___, No X. *(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 August 5th, 2022.

Pueblo Bolls Hockey Club, Inc

By: Gerald W. Wilhite

Name: [signature]

Title: Owner

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.

EXHIBIT D

city of PUEBLO colorado

PUEBLO ICE ARENA

Skaters and spectators understand and agree to the following when entering facility:

- **Skating in a manner that endangers or interferes with other skater's safety or enjoyment is strictly forbidden.**
- Roughness, excessive speeding, skating against the crowd or weaving through other skaters is prohibited.
- Abusive behavior and language will not be tolerated.
- No person is permitted on the ice without skates.
- Children must remain with parents at all times.
- No eating, drinking, or chewing tobacco, is permitted on the ice surface, players benches, penalty boxes, and the locker rooms.
- No horseplay while on the ice or in the lobby. This includes TAG, chain skating, racing, and intentionally sliding; throwing snowballs, hats, or any other items; and kicking or digging holes in the ice surface.
- Skaters are not allowed to carry children on the ice.
- Strollers, wheelchairs, and skate aids are allowed on the ice during public skate sessions when used safely and correctly.
- Guests are not allowed to walk with skates on areas not covered by rubber matting.
- Skaters are not allowed to sit on or climb over dasher boards.
- Hockey sticks and pucks are not allowed on the ice during open skate sessions.
- No one is allowed on the ice while the Zamboni is in operation or before its doors are closed.
- Shooting, passing, stick handling, and use of hockey pucks/balls anywhere other than the ice surface is strictly forbidden. Pucks/balls will be confiscated by management.
- Skateboards, razor scooters, rollerblades & bicycles are not allowed inside the facility.
- No dogs (except Service Animals) or pets of any kind are permitted in the arena.
- Persons who appear to be under the influence of alcohol or other substances are not permitted in the arena.
- All personal property is the owner's responsibility.
- "Pitch In" and deposit all trash in the receptacles provided.
- Smoking or vaping is not allowed on the premises.
- ALCOHOLIC BEVERAGES ARE STRICTLY PROHIBITED.

Pueblo Ice Arena is not responsible for personal injury or loss of or damage to personal property.

As the use of an ice-skating rink and all its facilities have an inherent risk, any participation is totally at the user's own risk.

No responsibility is accepted or undertaken for the well-being of either the user or their property.

The management reserves the right, at their sole discretion, to refuse admission or remove from the premises anyone not abiding by the rules.

100 N. Grand Avenue, Pueblo CO 81003

www.coolicepueblo.com
Email: puebloparks.us

719-553-2730

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: August 22, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Lori Pinz, Director of Information Technology

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR A GOVERNMENT SERVICES PROJECT TO RELOCATE AND REPLACE FIBER LINES, AS AUTHORIZED BY SECTION 603(c)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Resolution authorizes payment not to exceed $250,000 from Project CI2113 American Rescue Plan Act for a government services project to relocate and replace fiber lines through the site of the Historic Arkansas Riverwalk Project ("HARP"). This payment is authorized by Section 603 (c)(1)(C) of the American Rescue Plan Act ("ARPA") and U.S. Treasury Final Rule 31 CFR 35.6.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 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).

BACKGROUND:

ARPA authorizes a revenue replacement calculation which allows local governments to use a portion of their total ARPA allocation for government services. Under ARPA, the City's lost revenue as a result of the COVID-19 pandemic has been calculated to be $10 million.

This project will relocate and replace city fiber lines which connect the City's network and radio communication infrastructure used by public safety personnel and the State of

Colorado's digital trunk radio system. The fiber lines run through the middle of the HARP project site and as the HARP channel is expanded, without this proposed relocation, the existing fiber lines will frequently need to be relocated in the future. Such ongoing relocations will cause continued interruptions to the City's network system and radio communications. Relocation of the fiber lines and removal from the HARP expansion area, will reduce future costs for relocation, reduce interruption, and control costs as additional expansions occur.

FINANCIAL IMPLICATIONS:

The attached Resolution authorizes the transfer of up to $250,000 from Project CI2113 to accomplish the relocation.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to authorize payment for the fiber line relocation.

RECOMMENDATION:

Approval of this Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. 14978

A RESOLUTION AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED TWO HUNDRED FIFTY THOUSAND DOLLARS ($250,000) FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR A GOVERNMENT SERVICES PROJECT TO RELOCATE AND REPLACE FIBER LINES, AS AUTHORIZED BY SECTION 603(c)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

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 Plant 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 CFR; and

WHEREAS, under ARPA Section 603 (c)(1)(C) and the Final Rule 31 CFR 35.6 recipients may use Coronavirus Local Fiscal Recovery ("CLFR") Funds on government services, not to exceed the amount of a Metropolitan City's revenue replacement calculation; NOW, THEREFORE,

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

SECTION 1.

Payment in an amount not to exceed $250,000.00 is hereby authorized from Project CI2113 – American Rescue Plan for the government services project to relocate and replace fiber lines through the site of the Historic Arkansas Riverwalk Project ("HARP").

SECTION 2.

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

transactions described therein.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED August 22, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Background Paper for Proposed Resolution

COUNCIL MEETING DATE: **August 22, 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 $755,305.50 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH $160,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-063 ASPHALT PAVING – PHASE 2 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. 22-063 Asphalt Paving – Phase 2.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of milling and asphalt overlaying of streets and associated construction on Northern Avenue between Vinewood Lane and Prairie Avenue.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of $915,305.50 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. 14979

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF $755,305.50 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH $160,000 FOR CONTINGENCIES, FOR PROJECT NO. 22-063 ASPHALT PAVING – PHASE 2 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for the Project No. 22-063 Asphalt Paving – Phase 2 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. 22-063 to be performed; NOW, THEREFORE,

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

SECTION 1.

City Council authorizes Project No. 22-063 Asphalt Paving – Phase 2 to be performed, and the contract for said project is hereby awarded to Martin Marietta Materials, Inc., in the amount of $755,305.50.

SECTION 2.

Funds for Project 22-063 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……$160,000.00

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: August 22, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: _____
PRESIDENT OF CITY COUNCIL

ATTESTED BY: _____
CITY CLERK

Bid: 22-063 Asphalt Paving - Phase 2 Opening Date: August 9, 2022 Time: 10:00:00 AM					Martin Marietta Materials, Inc.	RME, Ltd., LLC dba Elite Surface Infrastructure
Item	**Description**	**Estimated Quantity**				
1	Asphalt Cold mill Planing 2 inches	35,415	S.Y.	*Unit Price*	*2.69*	*4.20*
				Amount	95,266.35	148,743.00
2	Install HMA PG SX 64-28 Asphalt Overlay	4,000	TON	*Unit Price*	*107.00*	*144.25*
				Amount	428,000.00	577,000.00
3	Adjust Sanitary Manholes to Finished Grade	12	EA.	*Unit Price*	*2,090.00*	*72.00*
				Amount	25,080.00	864.00
4	Adjust Water Valves to Finished Grade	13	EA.	*Unit Price*	*200.00*	*46.00*
				Amount	2,600.00	598.00
5	Adjust Survey Boxes to Finished Grade	6	EA.	*Unit Price*	*635.00*	*91.00*
				Amount	3,810.00	546.00
6	Install Pavement Markings per City Plan (Tape 4" White)	2,820	L.F.	*Unit Price*	*7.05*	*7.25*
				Amount	19,881.00	20,445.00
7	Furnish/Install Pavement Markings per City Plan (Tape 8" White)	2,135	L.F.	*Unit Price*	*14.10*	*14.45*
				Amount	30,103.50	30,850.75
8	Install Pavement Markings per City Plan (Tape 4" Yellow)	881	L.F.	*Unit Price*	*7.05*	*7.25*
				Amount	6,211.05	6,387.25
9	Install Thermoplastic Markings per City Plan (Arrows)	312	S.F.	*Unit Price*	*23.55*	*24.10*
				Amount	7,347.60	7,519.20
10	Install Thermoplastic Markings per City Plans (X-Walk)	1,220	S.F.	*Unit Price*	*19.45*	*19.90*
				Amount	23,729.00	24,278.00
11	Install Thermoplastic Markings per City Plans (Stop Bars)	360	S.F.	*Unit Price*	*19.45*	*19.90*
				Amount	7,002.00	7,164.00
12	Erosion and Sediment Control	1	L.S.	*Unit Price*	*4,125.00*	*3,200.00*
				Amount	4,125.00	3,200.00
13	Traffic Control	1	L.S.	*Unit Price*	*80,150.00*	*89,747.00*
				Amount	80,150.00	89,747.00
14	Mobilization	1	L.S.	*Unit Price*	*22,000.00*	*13,320.00*
				Amount	22,000.00	13,320.00
				Total Base Bid	**$755,305.50**	**$930,662.20**
Bid Alternate No. 1						
15	Equipment Operator - Push/Pile Material at Monument Site	10	DAY	*Unit Price*	*1,200.00*	*1,430.00*
				Amount	12,000.00	14,300.00
				Total Bid Alternate No. 1	**$12,000.00**	**$14,300.00**
Bid Alternate No. 2						
16	Install Class 6 Base Material (Place and Compact)	1	TON	*Unit Price*	*307.00*	*290.00*
				Amount	307.00	290.00
17	Asphalt Patching (3-inches HMA on 8-inches ABC)	500	SF	*Unit Price*	*15.75*	*15.20*
				Amount	7,875.00	7,600.00
18	Asphalt Patching (3-inches)	250	SF	*Unit Price*	*6.85*	*10.85*
				Amount	1,712.50	2,712.50
				Total Bid Alternate No. 2	**$9,894.50**	**$10,602.50**

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

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: August 22, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council President Heather Graham

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO UNITED WAY - PUEBLO COUNTY IN THE AMOUNT OF $500 TO SUPPORT THE CAMPAIGN KICKOFF LUNCHEON

SUMMARY:

Attached for consideration is a request for support of the 100th United Way Campaign Kickoff Luncheon.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council President Heather Graham is requesting $500 to support the 100th United Way Campaign Kickoff Luncheon as a table sponsor. All proceeds benefit United Way of Pueblo County funded programs.

FINANCIAL IMPLICATIONS:

Funds in the amount of $500 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the United Way of Pueblo County.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this association.

RECOMMENDATION:

This Resolution is at the request of Council President Heather Graham.

Attachments:
Proposed Resolution
Sponsorship Request Letter
Council Contingencies spreadsheet

RESOLUTION NO. 14980

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO UNITED WAY - PUEBLO COUNTY IN THE AMOUNT OF $500 TO SUPPORT THE CAMPAIGN KICKOFF LUNCHEON

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

SECTION 1.

Payment in the amount of $500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to United Way of Pueblo County in support of the 100th United Way Campaign Kickoff Luncheon.

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 August 22, 2022

BY: Vicente Martinez Ortega
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
6/27/22	Pueblo Symphony Season Support		$ 294.32		$ 50,165.98
7/25/22	Assistance League Holiday Event		$ 1,000.00		$ 49,165.98
7/25/22	United Way / SoCoYoGo App		$ 2,500.00		$ 46,665.98
8/22/22	United Way Campaign Kickoff Luncheon Table Sponsor		$ 500.00		$ 46,165.98
					$ 46,165.98
					$ 46,165.98
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100th Annual Campaign Kickoff Luncheon!

All proceeds benefit United Way of Pueblo County funded programs!

Wednesday, September 7th, 2022, Pueblo Convention Center

$750 Community Champion Sponsorship	$500 Table Sponsorship
• Table sponsor: 10 tickets to the campaign kickoff luncheon • 4 tickets to the Pueblo Bulls Hockey Game on October 1st for the Star Wars Game • Listing on sponsor recognition digital signage at the event • Name in campaign kickoff luncheon post-event thank you e-blast • Listing sponsor recognition on printed agenda at luncheon • Name recognition on table at campaign kickoff luncheon • Spotlight on UWPC social media • Verbal recognition at campaign kickoff luncheon • Logo with link on UWPC's event website	• 8 tickets to the campaign kickoff luncheon • Listing on sponsor recognition digital signage at the event • Name in campaign kickoff luncheon post-event thank you e-blast • Listing sponsor recognition on printed agenda at luncheon • Name recognition on table at campaign kickoff luncheon • Spotlight on UWPC social media • Verbal recognition at campaign kickoff luncheon • Logo with link on UWPC's event website

Background Paper for Proposed RESOLUTION

COUNCIL MEETING DATE: August 22, 2022

TO: President Heather Graham and Members of City Council

CC: Nick Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Heather Graham

SUBJECT: A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO COUNTY IN SUPPORT OF THE 2022 HOLIDAY LIGHTING CEREMONY

SUMMARY:

The event takes place at the Historic Courthouse in Pueblo and kicks off the holiday season every year with a big fireworks show and this year includes the addition of a laser show.

PREVIOUS COUNCIL ACTION:

Council contributed $500 for this event in 2021.

BACKGROUND:

The 2022 festivities will kick off at 5 p.m. with music, food trucks, hot chocolate, and first responder vehicles on display. The lighting ceremony will take place at 7 p.m. with a fireworks show completely coordinated to music. This year will also have a phenomenal laser light show to complement our fireworks display. Financial support will help the County pay for the expenses related to the event.

FINANCIAL IMPLICATIONS:

Funds in the amount of $500 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to Pueblo County.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to pay for the sponsorship.

RECOMMENDATION:

This Resolution is at the request of City Council Member Heather Graham.

Attachments:
Proposed Resolution
Council Contingencies spreadsheet
Sponsorship Request Letter

RESOLUTION NO. 14981

A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO COUNTY IN SUPPORT OF THE 2022 HOLIDAY LIGHTING CEREMONY

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

SECTION 1.

Payment in the amount of $500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to Pueblo County.

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 August 22, 2022

BY: Vicente Martinez Ortega
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
6/27/22	Pueblo Symphony Season Support		$ 294.32		$ 50,165.98
7/25/22	Assistance League Holiday Event		$ 1,000.00		$ 49,165.98
7/25/22	United Way / SoCoYoGo App		$ 2,500.00		$ 46,665.98
8/22/22	United Way Campaign Kickoff Luncheon Table Sponsor		$ 500.00		$ 46,165.98
8/22/22	Pueblo County Courthouse Lighting Ceremony		$ 500.00		$ 45,665.98
					$ 45,665.98
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					$ 45,665.98
					$ 45,665.98

Adam Uhernik
Public Information Officer
215 W. 10th Street
Pueblo, CO 81003

Hello,

My name is Adam Uhernik, I work for Pueblo County, and I'm the organizer of the Courthouse Lighting Ceremony. The event takes place at the Historic Courthouse in Pueblo and kicks off the holiday season every year with a big fireworks show and other fun activities for our community. I'm writing to you to request your sponsorship and support for the 2022 Lighting Ceremony which will take place **Tuesday, November 22, 2022.**

The festivities will kick off at 5 p.m. with music, food trucks, hot chocolate, and first responder vehicles on display. **The lighting ceremony will take place at 7 p.m. with a fireworks show completely coordinated to music. This year we are also going to have a phenomenal laser light show to complement our fireworks display.** Your financial support will help us pay for the expenses related to the event.

We appreciate all our sponsors and their contributions which is why we have a wide variety of sponsorship amounts. Please find those amounts on the next page.
I have also identified marketing efforts and recognition you will receive in return for your sponsorship. Your support will help us achieve many goals for the 2022 Courthouse Lighting, and I hope you consider being part of our program. If you have any questions, please don't hesitate to reach out to me. Also please check out our website **www.courthouselights.com** to learn more about the program.



Thank You for your consideration!

Adam Uhernik

Adam Uhernik
Public Information Officer
719-369-9666 (Cell Phone)
719-583-6534 (Office Phone)
uhernik@pueblocounty.us

Sponsorship Levels

Fireworks Sponsor
$2,500-$5,000

- Your name prominently placed on advertising / marketing materials
- Special mentions on social media before and after event
- Special mentions on email distribution with 35,000 local contacts
- Your company thanked and mentioned during lighting ceremony
- Your name on our website courthouselights.com
- Ten tickets to sponsor reception with County Commissioners
- Your company name on poster displayed in Courthouse
- Outreach table at event

GOLD
$1,500-$2,500

- Your company thanked and mentioned during lighting ceremony
- Special mentions on email distribution with 35,000 local contacts
- Social media mentions
- Your company logo on poster distributed to community
- Your company name on poster displayed in Courthouse
- Your company name on our website courthouselights.com
- Eight tickets to sponsor reception with County Commissioners
- Outreach table at event

SILVER
$500-$1,499

- Your company thanked and mentioned during lighting ceremony
- Your company logo on poster distributed to community
- Your company name on our website courthouselights.com
- Five tickets to sponsor reception with County Commissioners

BRONZE
$150-$499

- Your company thanked and mentioned during lighting ceremony
- Your company logo on poster distributed to community
- Your company name on our website courthouselights.com
- Two tickets to sponsor reception with County Commissioners

PLEASE FILL OUT AND RETURN THIS PAGE

1. **Your Name:**

2. **Phone Number:**

3. **Your Company/Organization Name:**

4. **Your Company/Organization Mailing Address:**

5. **Donation Amount $**

6. **Paying your sponsorship amount by credit card is easy. Please go to www.courthouselights.com and click on the donate tab on the home page. Simply donate the amount of your sponsorship level then email this page and your organization's logo to Adam Uhernik at uhernik@pueblocounty.us**

7. **To pay by check please make check payable to Pueblo County and then mail to:**
   Pueblo County Courthouse
   Attn: Adam Uhernik, PIO
   215 W. 10th Street
   Pueblo, CO 81003

Background Paper for Proposed
RESOLUTION

COUNCIL MEETING DATE: August 22, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: City Council Member Larry Atencio

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO YBARRA'S BOXING IN THE AMOUNT OF $1,500 TO SUPPORT ITS BOXING EVENT

SUMMARY:

Attached for consideration is a request for support of Ybarra's Amateur Boxing Event at the Pueblo Convention Center on September 15, 16, and 17, 2022 in conjunction with USA Boxing.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Larry Atencio is requesting $1,500 in support of Ybarra's Amateur Boxing Show. This youth showcase is expected to bring in many visitors to Pueblo and boost the local tourism economy.

FINANCIAL IMPLICATIONS:

Funds in the amount of $1,500 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to Ybarra's Boxing.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this association.

RECOMMENDATION:

This Resolution is at the request of Council Member Larry Atencio.

Attachments:
Proposed Resolution
Council Contingencies spreadsheet
Sponsorship Request Letter

RESOLUTION NO. 14982

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO YBARRA'S BOXING IN THE AMOUNT OF $1,500 TO SUPPORT ITS BOXING EVENT

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

SECTION 1.

Payment in the amount of $1,500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to Ybarra's Boxing for the Amateur Boxing Event.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED August 22, 2022

BY: Vicente Martinez Ortega
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
6/27/22	Pueblo Symphony Season Support		$ 294.32		$ 50,165.98
7/25/22	Assistance League Holiday Event		$ 1,000.00		$ 49,165.98
7/25/22	United Way / SoCoYoGo App		$ 2,500.00		$ 46,665.98
8/22/22	United Way Campaign Kickoff Luncheon Table Sponsor		$ 500.00		$ 46,165.98
8/22/22	Pueblo County Courthouse Lighting Ceremony		$ 500.00		$ 45,665.98
8/22/22	Ybarra's Boxing Showcase		$ 1,500.00		$ 44,165.98
					$ 44,165.98
					$ 44,165.98
					$ 44,165.98
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					$ 44,165.98
					$ 44,165.98

Boxing Club
YBARRA'S

sponsorship letter

Date: 7/18/2022

TO: Larry Atencio/Pueblo
City Council Members

As you all are aware That Ybarra's boxing Club is putting on a three day armature boxing show at the Pueblo Convention Center, on September 15,16,and 17th 2022 in conjunction with USA boxing the same week. I'am asking for 1,500 contribution fund to help out with trophies to present the winners.

this show is one of many that I have in progress for our youth for the city of Pueblo.

Shows like this will help bring in visitors that stay at our hotels eat at our restaurants and shop at our stores that would help our economy. I look forward to continue to work with all of you on city council, on behave of Ybarra's boxing Club, I want to thank you all from all of us at Ybarra's Boxing Club and God Bless.

Luis (Joe) Ybarra
Owner/Head Coach

BACKGROUND PAPER FOR PROPOSED
RESOLUTION

COUNCIL MEETING DATE: August 22, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF ANDRA AHRENS TO THE POSITION OF DIRECTOR OF WASTEWATER

SUMMARY:

After announcing vacancy and interviewing candidates, the Mayor has appointed Andra Ahrens to the vacant position of Director of Wastewater and requests confirmation of said appointment by the City Council. Such appointment is based on Ms. Ahrens education, training, experience and fitness for the position.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Director of Wastewater position became vacant in February 2022 with the retirement of Nancy Keller and has been filled on an interim basis by Ms. Ahrens since that time. The Mayor has reviewed the qualifications of Ms. Ahrens, who has served the city as the Regulatory Compliance Specialist since February 2017. Ms. Ahrens has worked in the Wastewater profession since 2006. She was awarded a Bachelor of Science Degree in Environmental Science from Metropolitan State University of Colorado in 2005.

FINANCIAL IMPLICATIONS:

The salary and benefits of the Director of Wastewater have been budgeted and appropriated within the 2022 budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Failure to confirm the appointment of a new Director of Wastewater will result in that position remaining vacant.

RECOMMENDATION:

Approval of the Resolution.

Attachments:
Proposed Resolution

RESOLUTION NO. 14983

A RESOLUTION CONFIRMING THE APPOINTMENT OF ANDRA AHRENS TO THE POSITION OF DIRECTOR OF WASTEWATER

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Andra Ahrens to the vacant position of Director of Wastewater; and

WHEREAS, Ms. Ahrens meets and surpasses the qualifications for appointment as the Director of Wastewater based upon her education, training and experience; NOW, THEREFORE,

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

SECTION 1:

The appointment by the Mayor of Andra Ahrens as Director of Wastewater shall be and hereby is confirmed by the City Council.

SECTION 2:

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

SECTION 3:

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED August 22, 2022

BY: Vicente Martinez Ortega
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: August 8, 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 APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $158,846.98 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AECOM, FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE WEST 29TH STREET DRAINAGE IMPROVEMENTS DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and AECOM for consulting engineering services relating to the design to alleviate flooding problems in the residential neighborhood areas along West 29th Street.

PREVIOUS COUNCIL ACTION:

On November 14, 2011, the City Council Approved Resolution No. 12263, approving professional engineering services with Drexel, Barrell & CO. and the project was never completed.

On February 14, 2022, the City Council Approved Ordinance No. 10123, selecting AECOM as the Engineer of Record for the Stormwater Utility Department.

BACKGROUND:

The Stormwater Utility Department is requesting design services to alleviate flooding problems in the residential neighborhood areas along West 29th Street. This project was previously studied, and design plans were produced in 2012. AECOM will take the 2012 design, incorporate new requirements from Colorado 811 SB-18-167, evaluate cost saving alternatives, and revise the cost estimate for 2022 prices.

FINANCIAL IMPLICATIONS:

The cost of the agreement with AECOM to provide design services for the residential neighborhood areas along West 29th Street will not exceed $158,846.98. Funding for this project will be paid from funds available for 29th Street Phase 1. Funding is available and has been budgeted, appropriated, and allocated to Project No. SW1808.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Alternatives No. 1 – No action
The no-action alternative increases the construction costs significantly and the 29th Street Corridor will continue to experience flooding issues and create maintenance challenges for the Stormwater Maintenance Crew.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:
Professional Services Agreement between the City of Pueblo and AECOM.

ORDINANCE NO. _____

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF $158,846.98 BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND AECOM, FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE WEST 29TH STREET DRAINAGE IMPROVEMENTS DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, consulting engineering services are required with respect to the design of alleviating flooding problems in the residential neighborhood areas along West 29th Street, and;

WHERAS, AECOM is the consulting Engineer of Record and is the most qualified to serve the Pueblo Stormwater Utility 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 AECOM, 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. Review design plans produced in 2012;
2. Evaluate corrugated high density polyethylene storm pipe as an alternative pipe material to reinforced concrete pipe;
3. Revise the cost estimate for 2022; and
4. Provide updated construction documents.

SECTION 3.

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

SECTION 4.

Funds for work performed under this Agreement shall be from the 29th Street Phase 1 Project No. SW1808.

SECTION 5.

The offices 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 August 8, 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

AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
AECOM TECHNICAL SERVICES, INC.

THIS AGREEMENT ("Agreement") made and entered this _____ day of _____, 20_ by _and_ between the City of Pueblo, a Municipal Corporation (hereinafter "Owner" or "City") and AECOM Technical Services, Inc., a California Corporation authorized to do business in the State of Colorado, (hereinafter "Engineer"), a professional engineering firm for Engineer to render certain professional planning, design, engineering and related services for Owner in connection with Bid 21-071 Stormwater Department Engineer of Record - West 29th Drainage Improvements, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL

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

[X] - Study and Report Phase – Referred to as Tasks 1 through 2 in Schedule 1

[X] - Preliminary Design (Schematic) Phase – Referred to as Task 3 in Schedule 1

[X] - Final Design Phase – Referred to as Task 4 in Schedule 1

[ ] - 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, and planning services. Engineer shall also provide any landscape engineering, surveying, and geotechnical services incidental to its work on the Project.

1.2 In performing the professional services, Engineer shall complete the work items described generally in Schedule 1 – "Scope of Services" and the items identified in Section 2 of this Agreement which are applicable to each phase for which Engineer is to render professional services.

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

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

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

SECTION 2. ENGINEERING SERVICES

2.1 Study and Report Phase. If Engineer is to provide professional services with respect to the Project during the Study and Report Phase, Engineer shall perform the following unless otherwise stated in Schedule 1:

(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 one (1) hard copy and one (1) electronic copy of the Report and present and review it in person with Owner. Owner may request additional copies as needed for no additional charge.

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 stated in Schedule 1:

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

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

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

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

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

(f) Engineer shall furnish one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

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 stated in Schedule 1:

(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 best 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 one (1) hard copy and one (1) electronic copy of each above referenced submittal document to Owner for Owner's use and shall review same in person with Owner. Owner may request additional copies as needed for no additional charge.

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 perform the following unless otherwise stated in Schedule 1:

(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 Schedule 1 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. One (1) hard copy and one (1) electronic copy of these final bid documents shall be furnished to Owner. Unless otherwise specified in Schedule 1, a copy of all contract documents and drawings shall also be submitted to Owner in Microsoft Word and AutoCAD (2006 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.

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 for construction of the Project, Engineer shall perform the following unless otherwise stated in Schedule 1:

(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 Schedule 1 - Scope of Services concerning the level of observation shall determine Engineer's obligation concerning level of observation.

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

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

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

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

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

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

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

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

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

(l) The Engineer shall, if provided in the construction contract, be the interpreter of the construction documents and arbiter of claims and disputes thereunder. Upon written request of the Owner or Contractor, the Engineer shall promptly make written interpretations of the contract documents and render written decisions on all claims, disputes and other matters relating to the execution or progress of the work on the Project. The interpretations and decisions of the Engineer shall be final and binding on the Contractor and Owner, unless the Director of Public Works of the Owner shall, within seven calendar days after receipt of the Engineer's interpretation or decision, file its written objections thereto with the Engineer and Contractor.

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

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

(b) Engineer shall be responsible, in accordance with applicable law, to Owner for all loss or damage to Owner caused by Engineer's negligent act or omission; except that Engineer hereby irrevocably waives and excuses Owner and its attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute.

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

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

(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 Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility", attached hereto for the Project assignments and areas of responsibility stated therein. Within 10 days of execution of this Agreement, Owner shall have the right to object in writing to employment on the Project of any such key person, consultant, or assignment of principal responsibility, in which case Engineer will employ alternate personnel for such function or reassign such responsibility to another to whom Owner has no reasonable objection. Thereafter, Engineer shall not assign or reassign Project work to any person to whom Owner has reasonable objection.

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

(f) Promptly after execution of this Agreement, Owner and Engineer shall update the Project Timeline (attached as Schedule 4) and Owner shall issue authorization to commence work. The Project Timeline 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 its 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 its direct costs and professional time at the rates set forth in Schedule 2 - "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.

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

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

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

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

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

(h) Owner shall perform its obligations and render decisions within a reasonable time under the presented circumstances. However, given the nature of Owner's internal organization and requirements, a period of 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 Schedule 1 – "Scope of Services" and Section 2 of this Agreement.

SECTION 5. PAYMENT

5.1 Owner will pay to Engineer as full compensation for all services required to be performed by Engineer under this Agreement, except for services for additional work or work beyond the scope of this Agreement, an amount not to exceed $158,846.98 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Exhibit 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 Schedule 2 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 40 days of the date of billing, provided that sufficient documentation has been furnished, and further provided that Owner will not be required to pay more than 90% of the maximum amount unless the Engineer's services on the Project phases for which this Agreement is applicable have been completed to Owner's reasonable satisfaction and all required Engineer submittals have been provided.

5.3 The rates of compensation for service and for reimbursable expenses to be used with periodic and final payment applications shall be those set forth in Schedule 2 - "Fee Schedule."

5.4 No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."

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

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

SECTION 6. TERMINATION

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

6.2 Upon termination of this Agreement for events or reasons not the fault of Engineer, Engineer shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Engineer or Owner. In no event shall payment to Engineer upon termination exceed the maximum compensation provided for complete performance in Section 5.1.

6.3 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 Engineers, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Owner's Project Representative, then in that event, Engineer's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to Owner, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

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

SECTION 7. GENERAL PROVISIONS

7.1 (a) 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 shall be the sole property of the Owner and the Owner is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Engineer agrees that the Owner shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data 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 Engineer from all loss, claims, injury, and judgments arising from the use of such designs, Drawings or Specifications for such other project.

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

7.2 Insurance and Indemnity.

(a) Engineer agrees that it has procured and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than 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 8.2(b) below.

(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 Liability Insurance. The Engineer shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Engineer with respect to all work performed by it and all its subcontractors under the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than $1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and $1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Engineer under the provisions of the agreement, and "Completed Operations and Projects Liability" coverage.

(iii) Professional Liability Insurance with coverage of not less than $1,000,000 in a form and with a deductible acceptable to Owner.

(iv) Comprehensive Automobile Liability Insurance. The Engineer shall procure and maintain during the period of the agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than $350,000 and for any injury to two or more persons in any single occurrence of not less than $1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Engineer from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes and similar equipment whether owned, leased, hired or used by Engineer.

(c) Engineer agrees to hold harmless, defend and indemnify Owner from and against any liability to third parties, arising out of negligent acts, errors or omissions of Engineer, 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 City of Pueblo (Owner), Attn: Jeff Hawkins, Director of Stormwater, 211 E. "D" Street, Pueblo, CO 81003, or to AECOM Technical Services, Inc. (Engineer), Attn: Ryan Weaver, 2315 Briargate Pkwy, Suite 150, Colorado Springs, CO 80920. 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 are null and void. Notwithstanding the foregoing, the terms of Bid 21-071 Stormwater Department Engineer of Record are hereby incorporated herein, and Engineer agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.5 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 it without the written consent of the Owner. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement, and all rights of action relating to such enforcement, shall be strictly reserved to the parties hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or

entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

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

7.7 Choice of Law and Venue. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state curt with jurisdiction located in Pueblo County, Colorado.

7.8 Equal Employment Opportunity. In connection with the performance of this Agreement, Engineer shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Engineer shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.9 Severability. If any provision of this Agreement, except for Section 2.6, 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 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.10 Appropriations. Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Engineer shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

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

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

SECTION 8. DISPUTES

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

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

SECTION 9. SCHEDULES

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

Schedule 1 - "Scope of Services" consisting of 13 pages.
Schedule 2 - "Fee Schedule" consisting of 1 page.
Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility" consisting of 38 pages.
Schedule 4 – "Project Timeline" consisting of 1 page.

SECTION 10. ACCESSIBILITY.

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

SECTION 11. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986.

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

SECTION 12. PERA LIABILITY

The Engineer 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 Engineer shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

SECTION 13. ELECTRONIC SIGNATURE

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.

(Continue to next page for signature section.)

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, Director of Purchasing

Attest_____
Marisa Stoller, City Clerk

[S E A L]

AECOM TECHNICAL SERVICES, INC.

By_____
Ryan Weaver, Vice President

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

_____
Laura Solano, Chief of Staff

APPROVED AS TO FORM:

_____
Dan Kogovsek, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Identification of Personnel, Subcontractors, and Task Responsibility
Schedule 4 – Project Timeline

West 29th Drainage Improvements Scope of Work

7/11/2022

Project Summary

The W. 29th Drainage Improvements project is located in the northwest portion of the City of Pueblo. Specifically, along W. 29th Street from Adrian Avenue to Franklin Avenue. The goal of this project is to alleviate flooding problems in the residential neighborhood areas along W. 29th Street. This project was previously studied, and design plans were produced in 2012. AECOM will take the 2012 design and revise the cost estimate for 2022 prices, along with evaluate plastic storm pipe as an alternative pipe material to RCP. No other design changes are included within this contract.

Project Management and Data Collection Task Descriptions

This section describes the management tasks for the project. The project duration is anticipated to be six months. It is anticipated that twelve meetings with the City will occur over the duration of the project.

Task 1 – Project Management:

AECOM will perform the following:

1. Initial Project Meetings. The team will conduct an internal project kick-off meeting in accordance with our quality management requirements.
2. Project Management. AECOM will coordinate the work tasks being accomplished by the AECOM Project Team with the City of Pueblo.
3. Monthly Invoices
4. Bi-weekly Progress Meetings with City.
5. Bi-weekly team meetings with the AECOM team.

Task 2 – Subsurface Utilities:

Subsurface utilities will be completed by Sam,LLC. Refer to attachments for detailed scope.

Task 3 – 90% Design

AECOM will update the 2012 cost estimate to 2022 unit prices.

1. AECOM will provide a cost estimate using Corrugated Plastic Pipe (CPP) instead of RCP for construction material cost savings. If this is a viable solution AECOM will update the drainage plans and cost estimate.

Deliverables:
Updates to sheets will be clouded. It is anticipated that the pipe material type will be the only item updated. AECOM will provide a note on each plansheet documenting the design completed by AECOM and by others. AECOM will only stamp the plan and profile sheets for the revised pipe material. AECOM will not stamp plans for the design completed by others.

1. Coversheet Notes will be revised to include updated notes from the City.(2 Sheets)

2. 90% Plan and Profile (include removals, replacement, utilities, drainage) (12 Sheets)
3. 90% Erosion and Sediment Control Plans (initial, interim and final) (4 Sheets)
4. 90% Details (3)
5. 90% Traffic Striping Plans (3)
6. 90% Drainage Memo, with 2012 Drainage Report attached for reference
7. 90% Quantities and Cost Estimate
8. 90% Specifications

Task 4– 100% Design

AECOM will incorporate comments from the City and progress the 90% to 100%. It is assumed that review comments at 90% are minor and will not require significant re-design to advance to 100%. Updates to sheets will be clouded. It is anticipated that the pipe material type will be the only item updated. AECOM will provide a note on each plansheet documenting the design completed by AECOM and by others. AECOM will only stamp the plan and profile sheets for the revised pipe material. AECOM will not stamp plans for the design completed by others.

Deliverables:

1. Coversheet Notes (2 Sheets)
2. 100% Plan and Profile (include removals, replacement, utilities, drainage) (12 Sheets)
3. 100% Erosion and Sediment Control Plans (initial, interim and final) (4 Sheets)
4. 100% Details (3)
5. 100% Traffic Striping Plans (3)
6. 100% Drainage Report
7. 100% Quantities and Cost Estimate
8. 100% Specifications

Assumptions & Exclusions:

Assumptions:

The following are assumption are made in the development of this scope of work.

1. No Survey or ROW will be completed as part of this project. AECOM will reference the 2012 survey completed by others. Pueblo will survey points within the project, AECOM will compare to the previous survey.AECOMwill evaluate the use of plastic pipe as a pipe material alternative. AECOM will update the cost estimate to reflect 2022 construction unit prices.
2. No water quality design will be required.
3. Design criteria will remain the same as 2012.
4. AECOM will stamp the storm plan and profile sheets but will be limited to the analysis of pipe material. AECOM is not responsible for the H&H design, roadway, or traffic design.

Exclusions:

1. The following are not included in this scope and their inclusion is subject to a change in scope, schedule and/or fee: No roadway and ADA design is included in this scope. The roadway, curb and gutter, driveways, sidewalk (if impacted) will be replaced in kind. All roadway design will remain the same as the 2012 design.

2. No proposed pond design.
3. No Geotechnical design. The City of Pueblo will provide pavement design to AECOM.
4. No structural design is included. Standard details are assumed for all structures.
5. No channel design work will be completed at the storm outfall.
6. No ROW Plans are included in the scope of this work.
7. No Utility coordination will be required. The city will coordinate all Utility relocations.
8. Public meetings or any communication with the public
9. No ROW or adjacent property lines will be established between ownerships.
10. No permission to enter private property.
11. No additional ROW or Easements will be required for this project.
12. All other engineering services not identified in this scope of work are excluded, including but not limited to traffic operational analysis, value engineering studies, traffic studies, traffic counts or turn arrow warrant studies, timing studies, pedestrian/architectural lighting, landscaping.

Via Email:laura.kindt@aecom.com

April 22, 2022

Ms. Laura Kindt, PE
Project Manager
AECOM
7595 Technology Way
Denver, CO 80237

RE: W. 29th St. Drainage Improvements
Pueblo, CO
SAM, LLC Proposal No.: 1022070193

Ms. Kindt:

Surveying And Mapping, LLC (SAM) is pleased to provide this proposal for Subsurface Utility Engineering (SUE) services to AECOM for the W. 29th St. Drainage Improvements project in Pueblo, Colorado. This proposal has been prepared based on your e-mail dated April 20, 2022.

Should AECOM choose to engage SAM to provide the services described herein, please issue a task order as SAM intends to perform the work under the terms of our Master Service Agreement currently in place.

Once again, thank you very much for the opportunity to serve you on this important project. If you have any questions or require additional information, please contact me.

Sincerely,

Timothy Sullivan, PE, PMP
Project Manager

Surveying And Mapping, LLC
555 Zang Street
Suite 210
Lakewood, CO 80228

PROJECT OVERVIEW

SAM will perform Quality Level-B SUE services following the route delineated in red from curb to curb, as indicated in Exhibit A. After the client has identified the test hole locations, SAM will return to the project site to perform Quality Level-A SUE services. All work will be performed in accordance with CI/ASCE 38-02, Colorado Revised Statutes 2018 Title 9, Article 1.5, and the attached Scope of Work.

EXHIBIT A



SUBSURFACE UTILITY ENGINEERING SERVICES

DEFINITIONS*

Subsurface Utility Engineering (SUE):
A branch of engineering practice that involves managing certain risks associated with utility mapping at appropriate quality levels, utility coordination, utility relocation design and coordination, utility condition assessment, communication of utility data to certain parties, utility relocation cost estimates, implementation of utility accommodation policies, and utility design.

Utility Quality Level:
A professional opinion of the quality and reliability of utility information. Such reliability is determined by the means and methods of the professional. Each of the four existing utility data quality levels is established by different methods of data collection and interpretation.

Utility Quality Level A (QL-A):
Precise horizontal and vertical location of utilities obtained by the actual exposure (or verification of previously exposed and surveyed utilities) and subsequent measurement of subsurface utilities, usually at a specific point. Minimally intrusive excavation equipment is typically used to minimize the potential for utility damage. A precise horizontal and vertical location as well as other utility attributes are shown on plan documents. Accuracy is typically set at 0.05' vertical, and to applicable horizontal survey and mapping accuracy as defined or expected by the project owner.

Utility Quality Level B (QL-B):
Information obtained through the application of appropriate surface geophysical methods to determine the existence and approximate horizontal position of subsurface utilities. QL-B data should be reproducible by surface geophysics at any point of their depiction. This information is surveyed to applicable tolerances defined by the project and reduced onto plan documents.

Utility Quality Level C (QL-C):
Information obtained by surveying and plotting visible above-ground utility features and by using professional judgment in correlating this information to QL-D information.

Utility Quality Level D (QL-D):
Information derived from existing records or oral recollections.

** CI/ASCE 38-02 (Standard Guidelines for the Collection and Depiction of Existing Subsurface Utility Data*

QL-B MAPPING SCOPE OF WORK

- The limits of our QL-B investigations will be as delineated in red in Exhibit "A" provided by the Client.
- SAM will collect utility records and identify utility owners along the proposed alignment.
- SAM will employ surface geophysical equipment to attempt to map utilities at locations selected by the Client.
- Provide all equipment, personnel, and supplies required for performing utility mapping services. SAM shall determine which equipment, personnel, and supplies are required.
- Conduct an appropriate investigation of the site conditions.
- Attempt to identify and map the underground utilities located within the proposed alignment.
- Gravity storm and sanitary systems will be mapped to the first structure located outside of our project limits, when possible.
- Conduct electronic sweeps within the project limits in order to identify utilities and other "unknown" linear conductors not represented in the information provided by utility owners.
- Mark utilities and "unknown" linear conductors using paint, flagging, staking, etc.
- Survey the horizontal position of marked utilities, "unknown" linear conductors and related structures.
- Collect vertical data (rim and invert elevations) from structures associated with gravity storm and sanitary systems, when accessible.
- Analyze and correlate mapping and invert data to utility records and related information. Resolve any conflicts through supplemental field investigations and/or the depiction of facilities at their record locations, when possible.

QL-B MAPPING DELIVERABLES

- Provide a digital AutoCAD Civil 3D file depicting the horizontal positions of underground utilities and related structures within our project limits.
- Utilities mapped will be clearly differentiated by line style and/or text labels from those depicted according to their record locations.
- The sizes and type (function) of mapped utilities will be clearly indicated by line style and/or text labels, when known.
- Utilities lines and associated structures will be color coded according to American Public Works Association standards.
- Rim and invert elevations for all accessible gravity storm and sanitary structures and associated piping will be provided in the form of text labels.
- SAM will provide a utility owner contact list including when available, company or agency names, addresses, phone numbers and e-mail addresses for individual contacts.
- SAM will provide signed and sealed (by a Colorado Licensed Professional Engineer) drawings in .pdf format. These drawings will include the utility information delivered in the CAD file, depicted against a Civil 3D aerial background.

QL-A SCOPE OF WORK

- Excavate up to **forty-two (42)** test holes to match what was done in 2012 per the client's request.
- Collect QL-A data at locations, which will be selected by the Client
- Provide all equipment, personnel and supplies required to perform its QL-A services. SAM shall determine which equipment, personnel and supplies are required to perform such services.

QL-A SCOPE OF WORK (Cont.)

- Obtain necessary permits from city, county or other municipal jurisdictions to allow SAM to work in existing Right-of-Ways, easements, etc.
- Comply with applicable utility damage prevention laws and coordinate with utility company representatives, as required.
- Conduct an appropriate investigation of the site conditions.
- Sweep proposed conflicts with appropriate surface geophysical equipment and perform surveying procedures as necessary to identify test hole locations in the field.
- Revise test hole locations as may be necessary to expose the target utilities.
- Excavate test holes to expose target utilities in such a manner as to maintain the safety of the excavations and the integrity of the target utilities. Vacuum excavation equipment is employed as the preferred and primary method of excavation. However, hand digging and other methods may be employed as necessary to supplement vacuum excavation.
- In paved areas, neatly cut and remove existing pavement. Paving cuts will typically not exceed 144 square inches or 12" in diameter.
- Expose target utilities to the extent required for QL-A data collection purposes. Notify the Client whenever existing conditions limit or prevent full exposure and/or complete data collection.
- Measure, evaluate and record as existing conditions allow a) the material type or composition of exposed utilities, b) the elevation of the top of piped utilities, conduits, casings, etc., c) the outside diameter of piped utilities, conduits, casings, etc., under 18" I.D. d) the elevation of the top and bottom of encasements, ducts and non-encased, multi-conduit configurations, e) the width of encasements, ducts and non-encased, multi-conduit configurations and f) the elevation of a recoverable mark or marker, set/installed at existing grade over the primary target utility.
- The sizes of all storm drain piping will be reported as an I.D. measurement.
- Elevations reported by SAM shall maintain vertical tolerances of +/- 0.1' based upon the values for the vertical control as provided by the Client.
- Survey the horizontal position of the recoverable mark or marker, set/installed at existing grade over the primary target utility at each test hole.
- Obtain "down hole" images of exposed utilities and "perspective" images or the test hole locations.
- Unless required by the utility owner, permits, etc. test holes will be backfilled with the spoils removed from the excavations. Test hole excavations will be backfilled and compacted in lifts. Compaction will be achieved as nearly as possible to pre-existing conditions or as required by permit.
- Provide restoration of pavement within the limits of the original paving cut. Where test holes have been excavated in areas other than pavement, the disturbed areas will be restored as nearly as reasonably possible to the pre-existing conditions.
- Analyze and correlate QL-A data to the results of previous QL-B investigations, utility records, etc. Resolve any resulting conflicts through supplemental field investigations and/or revisions of QL-B deliverables, as necessary.

QL-A DELIVERABLES

- SAM will provide a digital AutoCAD Civil 3D file depicting the horizontal positions of the recoverable marks or markers set/installed over the primary target utility at each test hole location.
- Where applicable, SAM will provide a revised QL-B deliverable depicting updated horizontal positions of target utilities.
- SAM will provide a QL-A data summary table. This table will include a) the material type or composition of exposed utilities, b) the elevation of the top of piped utilities, conduits, casings, etc., c) the outside diameter of piped utilities, conduits, casings, etc., under 18" I.D. d) the elevation of the top and bottom of encasements, ducts and non-encased, multi-conduit configurations, e) the width of encasements, ducts and non-encased, multi-conduit configurations and f) the elevation and coordinates of the recoverable mark or marker, set/installed at existing grade over the primary target utility.

QL-A DELIVERABLES (Cont.)

- SAM will provide signed and sealed drawings (by a Colorado Licensed Professional Engineer) in .pdf format. These drawings will include the individual test hole locations, the data summary table and any other utility information delivered in the CAD file, depicted against an aerial background.
- SAM will provide "down hole" images of utilities exposed in each test hole and "perspective" images of the test hole locations.

SUE PROJECT SCHEDULE

The following information approximates our work schedule for this project. Factors beyond our control may affect our ability to meet all of the projected milestones. We will keep the Client appraised of our progress.

- **Project Initiation** - SAM will begin prerequisite administrative activities within **3 working days** of receipt of a fully executed contractual document.
- **QL-B Field Data Collection –** We anticipate mobilizing to begin field data collection activities within **10 working days** of receipt of a fully executed contractual document.
- **Preliminary QL-B Deliverables** – SAM anticipates providing preliminary QL-B deliverables, within **10 working days** following the completion of our QL-B field investigation.
- **QL-A Permitting** – SAM anticipates applying for all necessary permits within **3 working days** following test hole location selection by the Client.
- **QL-A Field Data Collection -** SAM anticipates mobilizing to begin field data collection activities within **10 working days** of receipt of approved permits.
- **Final Project Deliverables** – SAM will provide final project deliverables within **10 working days** of completion of our QL-A field data collection activities.

COST ESTIMATE

QL-B Labor:			
Title / Responsibility	**# of Units**	**Unit Cost**	**Total**
Dept. Manager	2 Hours	$231.00 per Hour	$462.00
Sr. Project Manager	4 Hours	$ 214.00 per Hour	$856.00
Project Manager	16 Hours	$188.00 per Hour	$3,008.00
Task Manager	1 Hours	$139.00 per Hour	$139.00
Sr. SUE Office Technician	24 Hours	$132.00 per Hour	$3,168.00
Administrative Assistant	8 Hour	$90.00 per Hour	$720.00
Field Supervisor	16 Hours	$132.00 per Hour	$2,112.00
Field Supervisor (OT)	4 Hours	$198.00 per Hour	$792.00
SUE Field Technician	16 Hours	$86.00 per Hour	$1,744.00
SUE Field Technician (OT)	4 Hours	$129.00 per Hour	$654.00
Sub-Total - QL-B Labor:			**$13,655.00**

QL-B Direct Expenses:			
Vehicle Mileage	975 Miles	$0.56 per Mile	$570.38
GPS Receiver	20 Hours	$10.00 per Hour	$200.00
SUE Equipment Package	40 Hours	$6.55 per Hour	$262.00
Environmental Supplies	2 Days	$25.00 per Day	$50.00
Ground Penetrating Radar (GPR)	5 Hours	$20.00 per Hour	$100.00
Lodging	2 Nights	$105.60 per Night	$211.20
Per Diem	4 Days	$59.00 per Day	$236.00
Permitting Fees	1 Each	$500 Each	$500.00
Traffic Control	1 Days	$1,650.00 per Day	$1,650.00
Sub-Total - QL-B ODC's:			**$3,779.58**
Total Estimated QL-B Cost:			**$17,434.58**

COST ESTIMATE FOR QL-A 42 TEST HOLES

QL-A Labor / Test Holes			
Title / Responsibility	**# of Units**	**Unit Cost**	**Total**
Dept. Manager	1 Hours	$231.00 per Hour	$231.00
Sr. Project Manager	2 Hours	$214.00 per Hour	$428.00
Project Manager	12 Hour	$188.00 per Hour	$2,256.00
Task Manager	5 Hours	$139.00 per Hour	$695.00
Sr. SUE Office Technician	16 Hours	$132.00 per Hour	$2,112.00
Administrative Assistant	8 Hours	$90.00 per Hour	$720.00
SUE Field Supervisor	80 Hours	$132.00 per Hour	$10,560.00
SUE Field Supervisor (OT)	10 Hours	$198.00 per Hour	$3,960.00
SUE Field Technician	0 Hours	$86.00 per Hour	$0.00
Sub-Total - QL-A Labor:			**$20,962.00**

QL-A Direct Expenses:			
Support Vehicle Mileage (2)	500 Miles	$0.56 per Mile	$292.50
Vacuum Excavation Truck	10 Unit Rate	$ 2,200.00 per Day	$22,000.00
GPS Receiver	100 Hours	$10.00 per Hour	$1,000.00
SUE Equipment Package	100 Hours	$6.55 per Hour	$655.00
Environmental Supplies	2 Day	$25.00 per Day	$50.00
Lodging	9 Nights	$105.60 per Night	$950.40
Per Diem	10 Days	$59.00 per Day	$590.00
Permits	0 Permit	$100.00 Each	$0.00
Traffic Control	8 Day	$1,650.00 per Day	$13,200.00
Sub-Total - QL-A ODC's:			**$38,737.90**
Total Estimated QL-A Cost / 42 TEST HOLES:			**$59,699.90**
Total Estimated Project Cost			**$77,134.48**

Cost Estimate Notes:

1. This Cost Estimate is only applicable for a period of one (1) year from the date of submittal. After one (1) year SAM reserves the right to make rate adjustments.
2. SAM's labor and equipment rates are proprietary and are not to be shared with any individual, company, or entity outside of the Client organization.
3. In providing its QL-A & QL-B services, SAM will not exceed the Total Estimated Costs listed above, without written authorization from the Client.

QL-A & B ASSUMPTIONS

The following assumptions were made in preparing this proposal. If these assumptions do not prove to be correct, a modification to the Scope of Work and Cost Estimate for this project may be required.

- SAM will not perform any work outside of the Scope of Work defined in this proposal without written authorization by the Client.
- Unless expressly requested by the Client, SAM's utility mapping services will not include a) gravity services and laterals, b) utility tunnels, c) non-accessible empty conduits or empty utilities, d) traffic control/signalization related power and communications beyond master control boxes/cabinets, e) irrigation or sprinkler systems, f) railroad signalization, g) vault or manhole limits or dimensions, h) underground storage tanks and associated piping/wiring, i) grease traps and associated piping, j) septic tanks and distribution boxes, k) wastewater drain fields, l) area drainage tiles or french drains, m) privately owned wells and associated wiring and piping or n) abandoned/capped wells. If required, we will gladly include any of these facilities in our investigation(s). However, their inclusion may require a modification to our Cost Estimate.

QL-A & B ASSUMPTIONS (Cont.)

- OSHA compliant (29 CFR 1910.146) confined space entries are not required for this project.
- No project specific safety training, PPE or monitoring devices are required for this project.
- SAM assumes that all work areas are sufficiently cleared of vegetation (to a maximum height of 6") such that they are traversable on foot for the purpose of performing designating and sweeping activities.
- SAM assumes that all work areas are sufficiently cleared of snow such that all they are traversable on foot for the purpose of performing designating and sweeping activities.
- SAM is not responsible to facilitate the movement of parked vehicles or other physical obstructions.
- SAM is not responsible for discovering or uncovering utility relates structures which are covered by, soil, snow, brush, landscaping materials, paving, etc.
- SAM is not responsible for cleaning, clearing or otherwise removing silt and other debris from storm drainage piping or structures.
- SAM will not access utility related structures or map utilities which are located within fenced areas with locked gates, which contain unrestrained animals, etc.
- SAM owns a suite of surface geophysical equipment. We will determine which surface geophysical equipment and methods are appropriate for employment on this project.
- The ability to identify and accurately determine the horizontal positions of underground utilities through the employment of surface geophysical equipment and methods can be influenced by factors beyond SAM's control. Such factors include but are not limited to the conductivity of their materials and/or the surrounding soils, soil moisture content, proximity to other underground utilities, depth, etc.
- Not all utilities can be mapped at QL-B. Utilities which cannot be mapped at QL-B will be mapped at the next lowest quality level, as applicable.
- SAM is not responsible for the omission of any utility information that is not obtainable via the surface geophysical equipment and methods employed on this project.
- The accuracy of electronic depth readings (EDRs) received from surface geophysical equipment is dependent upon many factors such as soil type, soil moisture content, depth of utility, proximity to other utilities, utility material type, etc. It is generally considered to be unreliable and caution should be exercised in considering it for use in the design and/or the conflict analysis process. The only reliable method of obtaining accurate utility depths/elevations is through physical exposure and measurement.
- The use of any horizontal and/or vertical locations of utilities depicted in deliverables prepared by SAM does not relieve the contractor from the duty to comply with applicable utility damage prevention laws and regulations including but not limited to, giving notification to the local 811 call center before construction.
- Paint markings, flagging and other indicators of the presence of underground utilities placed by SAM are not to be used for construction purposes and does not relieve the contractor from the duty to comply with applicable utility damage prevention laws and regulations including but not limited to, giving notification to the local 811 call center before construction.
- Standard traffic control for our utility mapping services is considered to be the placement of traffic cones and freestanding warning signs. Traffic control requiring lane or sidewalk closures, traffic detouring, flag persons, off duty officers, etc. is considered to be special traffic control. If special traffic control is required, those services will be subcontracted to third party providers and billed to the Client at cost plus 10%.
- Gravity sanitary sewer and storm drainage systems will be mapped according to their record location as correlated to surface visible features, when available/accessible. Structures of record which cannot be located in the field will be depicted at their record location. Lines of record which cannot be physically verified in the field will be depicted at their record location.

QL-A & B ASSUMPTIONS (Cont.)

- No contaminated materials, water or soils will be encountered on this project. If contaminated materials, water or soils are identified or suspected, the Client will be notified immediately. All costs associated with environmental remediation, decontamination of equipment, etc. will be the sole responsibility of the Client.
- The Client will provide SAM with all records and other information in their possession which pertains to the underground utilities and associated structures located within the project limits.
- SAM will have uninterrupted access to all work areas on a minimum ten (10) hours per day basis.
- The Client is responsible to obtain Right of Entry agreements, coordinate with property owners and otherwise resolve all access issues which may affect SAM's ability to efficiently execute their Scope of Work. Any delays or interruptions caused by access issues may require a modification to our Cost Estimate.
- The Client will notify SAM prior to our initial mobilization, of any restrictions or special requirements associated with accessing the project site(s).
- All test hole locations will be selected by the Client.
- Test holes will be selected on target utilities which have been previously mapped at QL-B or QL-C.
- Test Holes will not be selected at locations where multiple utilities occupy the same horizontal space.
- The Client will provide SAM with horizontal and vertical control points which are proximate to the project limits. Our Cost Estimate does not anticipate the need to run traverses, run level loops, densify control or to verify the values provided for horizontal and vertical control points.
- The Client will provide the coordinate values for each test hole location or, identify their locations in a CAD file which is based upon the values reflected in the survey control diagram/table for the project.
- All test hole locations are directly accessible by vacuum excavation equipment.
- No test hole locations fall within areas of standing or running water.
- All target utilities are located above the existing ground water table.
- No target utilities are located in excess of 8.0' below exiting grade.
- All work will be performed during daytime hours with unrestricted access to all work areas on a ten (10) hours per day basis.

Schedule 2

DETAILED WORK-HOUR ESTIMATE **AECOM Technical Services, Inc** **7595 Technology Way** **Denver, CO 80237** **Project Name:W. 29th St** **DESIGN WORKHOUR SUMMARY** **Date: July 11, 2022** 2022 Rate Table	Project Management PM *Kindt* Project 5 $201.00	 PC/PA *Wood* Assistant/Support Staff 7 $123.00	Drainage Task Lead *Kindt* Project 5 $201.00	 Junior Engineer *ButlerB* Staff 3 $115.00	 Quality Check *Barr* Project 1 $152.00	Total Hours	Subs Sam, LLC	Total Labor Cost
TASK 1: PROJECT MANAGEMENT								
1.1 Project Setup	8	40				48		$ 6,528.00
1.2 Internal Kick-off Meeting with design team	2	2				4		$ 648.00
1.3 Monthly Invoices	12	24				36		$ 5,364.00
SUBTOTAL TASK 1: PROJECT MANAGEMENT	**22**	**66**	**0**	**0**	**0**	**88**		**$ 12,540.00**
TASK 2: SUBSURFACE UTILITIES								
3.1 SUE Investigation Level B	6					6	$ 17,434.58	$ 1,206.00
3.2 SUE Investigation Level A	12					12	$ 59,699.90	$ 2,412.00
SUBTOTAL TASK 4: SUBSURFACE UTILITIES	**18**	**0**	**0**	**0**	**0**	**18**	**$ 77,134.48**	**$ 3,618.00**
TASK 3: 90% DESIGN								
1.1 Evaluate replacing concrete pipe materials with CPP			2	24	12	38		$ 4,986.00
1.2 Roadway Plans			8	40	8	56		$ 7,424.00
1.3 Drainage Plans			8	80	8	96		$ 12,024.00
1.4 Erosion and Sediment Control Plans			2	16	2	20		$ 2,546.00
1.5 Drainage Memo			8	24	8	40		$ 5,584.00
1.6 Quantities and Cost Estimate			4	16	4	24		$ 3,252.00
1.7 Specifications			4	4	8	16		$ 2,480.00
SUBTOTAL TASK 6: 90% DESIGN	**0**	**0**	**36**	**204**	**50**	**290**		**$ 38,296.00**
TASK 4: 100% DESIGN								
6.1 Roadway Plans			8	20	8	36		$ 5,124.00
6.2 Drainage Plans			8	20	16	44		$ 6,340.00
6.3 Erosion and Sediment Control Plans			8	8	16	32		$ 4,960.00
6.4 Drainage Report			8	8	16	32		$ 4,960.00
6.5 Quantities and Cost Estimate			8	8	4	20		$ 3,136.00
6.6 Specifications			8	2	4	14		$ 2,446.00
SUBTOTAL TASK 7: 100% DESIGN	**0**	**0**	**48**	**66**	**64**	**178**		**$ 26,966.00**
GRAND TOTAL LABOR:	**40**	**66**	**84**	**270**	**114**	**574**	**77134.48**	**$ 81,420.00**
GRAND TOTAL:								**$ 158,846.98**

OTHER DIRECT COST RATES:

ITEM	ESTIMATED UNITS	UNIT RATES	
Vehicle Expense (personal m	500	$ 0.585	292.50
Postage, Express Mail, Courier		$ -	$ -
Major Reproduction (Mylars)			$ -
			$ -
			292.50

(1) Company owned or leased field vehicles (cars, pickups, vans, trucks, etc.) used on project assignments will be charged at the current mileage rate established by the Internal Revenue Service. The mileage charge for personal vehicles will be the current mileage rate established by the Internal Revenue Service.

(2) The cost of communications and transmittals (postage, express mail, courier, etc.) will be charged at cost.

(3) The cost of other direct costs (field supplies, report binding supplies, leased or rented field equipment, etc.) will be charged at cost.



Principal-in-Charge/ Authorized Signatory

Ryan Weaver, PE

Point of Contact

Laura Kindt, PE *(Primary)*
David Seyboldt, PE *(Alternate)*

Project Managers

Laura Kindt, PE
David Seyboldt, PE
Alan Turner, PE, CFM
Kimberley Pirri, PE, CFM

Personnel

Stormwater Infrastructure Design
Laura Kindt, PE
David Seyboldt, PE
Joe Roerkohl, PE, CFM
Leylin Marroquin, PE, CFM

Hydrology & Hydraulic Modeling
Leylin Marroquin, PE, CFM
Griffin Cullen, EIT, CFM
KC Robinson, PE, CFM

2D Hydraulic Modeling
Isaac Allen, PE, CFM
Alan Turner, PE, CFM

Stormwater Master Planning
Alan Turner, PE, CFM
Joel Jones, PE

Civil Design
Celeste Raine, PE

Structural Design
Craig Parent, PE, SE

Environmental/Ecological
Kallin Snow, PhD

Landscape Architecture & Urban Planning
Jeff McKelvey, PLA, ASLA, ENV SP

Geotechnical Engineering
Bill Barriere, PE[1]
Brysen Mustain, PG[1]

Survey/Right-of-Way
Stan Vermilyea, PLS
Eric Craig, PLS

Erosion Control, BMPs, & Low Impact Development
Laura Kindt, PE
Jessica Barr, EIT

Drainage & Floodplain Review
Kimberley Pirri, PE, CFM
David Seyboldt, PE

CLOMR/LOMR & Floodplain Permitting
Kimberley Pirri, PE, CFM

Levee Certification
Rigel Rucker, PE, CFM

Stream Restoration
Michael Scurlock, PhD, PE
Andy Steiniger, PE

Resident Engineering & Construction Administration
Kevin Kullman, PE

Trenchless Design
Sean Berzins, PE

Public Outreach
Ed Parks

Subconsultants: 1. Vivid Engineering Group

The AECOM Team provides the City of Pueblo with a diverse group experienced with cross-discipline collaboration. Our team embraces this coordination and opportunity to serve our client's many different needs.

Laura Kindt, PE

Project Manager/Stormwater Infrastructure Design/Erosion Control, BMPs, & Low Impact Development

Education
MS, Civil Engineering, Lawrence Technological University
BS, Civil Engineering, Lawrence Technological University

Years of experience
Total: 14
With AECOM: 6

Location
Denver, CO

Registrations/Certifications
Professional Engineer: CO, #46481

Laura has more than a decade of experience focused on low impact development (LID) design, hydrologic and hydraulic modeling, water quality, sediment and erosion control analysis and design, and research and testing.

Professional history

Laura is a project manager and drainage design engineer with 14 years of experience in water resources analysis and design. She has worked on a variety of water quality, roadway drainage, bridge and scour, facilities and municipal projects. Laura is experienced in hydrologic, hydraulic, floodplain and scour analyses, as well as and post-fire mitigation.

Selected project experience

Pikes Peak Rural Transportation Authority, Pikes Peak Avenue Reconstruction, Colorado Springs, CO. Drainage Design Engineer. Roadway reconstruction along Pikes Peak Avenue. Work consisted of design of new storm collection system along the project corridor, design of two permanent water quality features, and removal or abandonment of current system. Prepared SWMP and identified BMPs to be used on project site.

Pikes Peak Rural Transportation Authority, Vermijo and Sierra Madre Reconstruction, Colorado Springs, CO. Drainage Design Lead. Drainage design of redevelopment of 12 city blocks. Evaluated multiple water quality options for urban environment, including pond design, LID design and underground water quality treatment. Lead water quality design including, water quality planters and hydrodynamic separator.

Pikes Peak Rural Transportation Authority, Underground Detention, Colorado Springs, CO. Drainage Design Lead. Water quality design to provide regional water quality for downtown Colorado Springs. Evaluated multiple water quality designs to provide cost effective water quality treatment that met the city's MS4 permit. Lead final design and assisted during construction of water quality vault.

Town of Castle Rock, Craig and Gould North Infrastructure Improvements, Castle Rock, CO. Drainage Design Lead/Deputy Project Manager. Drainage design of over 3000 LF of new storm system. Evaluated water design alternatives and provided final design of hydrodynamic separator.

City and County of Denver, Upper Sanderson Gulch, Denver, CO. Project Manager/Drainage Design Lead. Drainage design of over 4200 LF of new storm system. Reviewed storm drainage and water quality design calculations, reports, and plans.

Colorado Department of Transportation, C-470 Managed Lanes, Denver, CO. Drainage Design Engineer. Drainage design of over 13 miles of roadway drainage, including roadside ditches, inlets, pipe and culverts. Designed 7 full spectrum ponds to provide water quality for the corridor. Worked with multiple stakeholders to meet multiple MS4 requirements. Reviewed storm drainage and water quality design calculations, reports, and plans.

Colorado Department of Transportation, I-25 MP 127-135, Colorado Springs, CO. Drainage Design Lead. Drainage design of over 7 miles of roadway drainage. Lead design of inlets, pipes, roadway channels, culverts, erosion control, and water quality for the corridor to meet CDOT MS4. Reviewed storm drainage and water quality design calculations, reports, and plans.

Colorado Department of Transportation, I-25 MP 135-138, Colorado Springs, CO. Drainage Design Lead. Drainage design of over 7 miles of roadway drainage. Lead design of inlets, pipes, roadway channels, culverts, erosion control, and water quality for the corridor to meet CDOT MS4.

Colorado Department of Transportation, I-25 MP 144-146, Colorado Springs, CO. Drainage Design Lead. Drainage design of over 7 miles of roadway drainage. Lead design of inlets, pipes, roadway channels, culverts, erosion control and water quality for the corridor to meet CDOT MS4.

Colorado Department of Transportation, South Academy Bridge, Colorado Springs, CO. Drainage Design Lead. Drainage improvements for the South Academy Bridge Replacement. Evaluated and designed water quality to meet CDOT MS4.

Pikes Peak Rural Transportation Authority, Academy Boulevard Reconstruction, Colorado Springs, CO. Quality Lead. Roadway reconstruction along South Academy Boulevard. Work consisted of reviewing design of new storm collection system along the project corridor, design of permanent water quality features, and removal or abandonment of current system. Reviewed SWMP and identified BMPs to be used on project site.

Pikes Peak Rural Transportation Authority, Black Forest Road Widening, Colorado Springs, CO. Quality Lead. Roadway widening along 1.2 miles of Black Forest Road. Work consisted of reviewing design of new storm collection system along the project corridor, design of permanent water quality features, design of grade control structures and channel improvements, and removal or abandonment of current system. Prepared SWMP and identified BMPs to be used on project site.

Pikes Peak Rural Transportation Authority, Austin Bluffs Parkway Bridge and Roadway Improvements, Colorado Springs, CO. Quality Lead. Reviewed design of transportation drainage components for expanded roadway and proposed bridge. Reviewed drainage plan set, project cost estimate and drainage report.

David Seyboldt, PE

Project Manager/Stormwater Infrastructure Design/Drainage & Floodplain Review

Education
BS, Environmental Engineering, Syracuse University

Years of experience
Total: 15
With AECOM: 14

Registrations/Certifications
Professional Engineer, CO, TX

Location
Denver, CO

Mr. Seyboldt has more than 15 years of experience in transportation drainage, site design and development, water resources and stormwater analysis for residential, commercial, and government projects.

Professional history

Mr. Seyboldt has more than 15 years of experience as a Civil Engineer involved in transportation drainage, site design and development, water resources and stormwater analysis for residential, commercial, and government projects. Mr. Seyboldt performs hydrology and hydraulic design, develops grading plans, erosion control plans, drainage reports, utility plans and reports, roadway design and earthwork calculations, and is accountable for quality control and plan review.

Selected project experience

Oak Hill Parkway, Austin, Texas. Segment Drainage Lead for $700 Million Design Build project. Responsible for roadway drainage design, off site drainage design, and impacts analysis. Project utilized Geopak software for design of multiple mainlanes, frontage roads, ramps, local intersections and bridges. Involved extensive multi-discipline coordination and contractor collaboration on fast paced project.

Naval Air Station Corpus Christi, Texas. Civil Task Leader for Design Build project. Responsible for site design, site grading, utility layout and design, erosion control, and storm drainage design for new four-story training classroom building, parking lots, and aircraft wash rack located on the Base. Involved extensive multi-discipline coordination.

Stapleton District IV Outfall, Denver, Colorado. Drainage Task Leader. Responsible for hydrology and hydraulic design of large diameter box culvert, water quality pond, outlet structure and grouted boulder spillway to Sand Creek. Responsible for coordination and review of project plans through multiple agencies including USACE, UDFCD, MWRD and City of Denver. Also responsible for construction permitting and construction management.

Lamar Reliever Route, Lamar, Colorado. Drainage Task Leader responsible for site storm drainage design, water quality, detention, hydraulic modeling, and stormwater management design. This is a multi-disciplinary transportation project to construct a new 4-lane route for US 287, US 50, and US 385 to better accommodate truck commerce near the Town of Lamar.

Stapleton Aurora, Aurora, Colorado. Drainage Task Leader responsible for storm drainage design, detention pond design, hydraulic modeling, drainage report, and erosion control design for 100 acre mixed-use redevelopment on former airport site. Responsible for design and review of project plans throughout City submittal process. Also responsible for construction permitting and construction management.

Martin Luther King Blvd Extension, Denver, Colorado. Drainage Task Leader on arterial roadway project responsible for storm drainage design, detention pond design, drainage report, and erosion control design for roadway and associated mixed-use redevelopment. Responsible for design and review of project plans throughout CDOT and City submittal process.

Buckley Air Force Base, Aurora, Colorado. Civil Task Leader responsible for site design, site grading, utility layout and design, erosion control, and storm drainage design and analysis for new aircraft maintenance building on the Base.

I-76 Ramp Widening, Adams County, Colorado. Drainage Task Leader for highway ramp widening project for CDOT. Responsible for hydrologic and hydraulic analysis and preparation of drainage reports, drainage design for improvements on the ramp, stormwater management, coordination with other design disciplines within CDOT, and preparation of FIR and FOR plan sets.

I-29 Corridor Design, Sioux Falls, South Dakota. Drainage Task Leader responsible for highway widening project. Project included analysis of existing and proposed hydrology for hydraulic design of culverts and ditches, and coordination with roadway design and grading for approximately three miles of interstate and an interchange between I-29 and I-229.

Kennecott Mine, Magna, Utah. Civil Task Leader. Responsible for roadway layout, site layout and design, storm drainage analysis and design for access roads and sites for construction of a new electrical substation and pump station required to serve the copper mining operations. Project required extensive coordination with electrical engineers to ensure the site would meet their needs for equipment placement and large vehicle access.

F.E. Warren Air Force Base, Cheyenne, Wyoming. Civil Task Leader responsible for site design, road design, site grading, utility layout and design, and storm drainage design and analysis for multiple building rehabilitations on the base, and a new fire training facility for use by the base personnel.

BHP Billiton, Texas. Developed development permit packages that includes GIS mapping, base flood elevation determination, site grading, runoff determination and drainage design, and a site specific SWPPP for oil and gas well pad sites in Texas.

Horizon Uptown, Aurora, Colorado. Project Engineer responsible for storm drainage design and drainage reports, master utility design and utility reports. Responsible for quality review of project plans throughout City submittal process. Horizon Uptown is a 500 acre mixed-use development located in Aurora, CO focusing on low impact development design.

Colorado Studios, Denver, Colorado. Project Manager and Engineer responsible for upgrade and replacement of water lines, services and fire hydrants serving the Colorado Studios site which lies within the Stapleton Redevelopment. The work required coordination and consultation with Denver Water to devise a plan that would work within the constraints of the site and meet City standards.

FasTracks North Metro Corridor, Commerce City, Denver, Thornton & Northglenn, Colorado. Civil Task Leader for FasTracks North Metro Corridor project, an 18-mile long rail transit corridor between Denver and multiple cities in unincorporated Adams County. The project included 9 stations which required civil engineering site design. The civil engineering design services included site drainage analysis and design, roadways, sanitary sewer, potable water, storm sewers and detention/water quality ponds. The project was designed to a 30% level.

FasTracks Northwest Rail, Denver, Longmont & Boulder, Colorado. Civil Task Leader for three proposed stations, which required civil engineering site design. The civil engineering design services included site drainage analysis and design, roadways, sanitary sewer, potable water, storm sewers and detention/water quality ponds. Design also included site and parking lot layout and coordination with other disciplines. The project was designed to a 30% level.

Alan Turner, PE, CFM

Project Manager/2D Hydraulic Modeling/Stormwater Master Planning

Education
MS, Environmental Science and Engineering, Colorado School of Mines
BS, Civil Engineering, Colorado State University

Years of experience
Total: 22
With AECOM: 1

Location: Denver, CO

Registrations/Certifications
Professional Engineer: CO, ND, HI, TX, UT;
Certified Floodplain Manager

Mr. Turner Specializes in 1D and 2D hydraulic modeling, hydrologic and hydraulic engineering of structures, and basinwide master planning.

Professional history

Mr. Turner has extensive experience in hydrologic and hydraulic analysis providing services to state agencies, local municipalities, private industry, and federal clients such FEMA. Mr. Turner Specializes in 1D and 2D hydraulic modeling, hydrologic and hydraulic engineering of structures, and basinwide master planning.

Selected project experience

Project Manager and Senior Designer; South Boulder Creek Flood Mapping Study; City of Boulder, CO. Project Manager and Senior Designer. Mr. Turner was responsible for managing the project including multiple subcontractors and internal design staff. The project required the use of a detailed 2D MIKE FLOOD model of the South Boulder Creek Floodplain to create multiple model runs and multiple solution plans to mitigate the effects of flooding along South Boulder Creek. Solutions included the design of multiple hydraulic structures including 5 separate off-stream and on-stream detention structures. In addition to reviewing detention structures, other flow control structures were designed including weirs and flow diversions, storm drain and pipeline conveyance. This project included an in-depth HAZUS analysis using FEMA BCA software to decide the project benefits and costs for potential FEMA grant funding.

Project Manager Gregory Creek Master Drainageway Planning Study, City of Boulder, Boulder, CO. The plan included a comprehensive SWMM model that revised hydrology for the basin post 2013 floods. A comprehensive FEMA BCA analysis was completed to determine costs and benefits. The project also included a public open house to show project concepts and receive feedback on issues in the basin. As part of the main plan, CH2M developed an un-steady and steady state FLOW-2D model to define the extents of flooding for the split flow

Task Manager Harris Reservoir Expansion, Dow Chemical, Brazoria County, TX. Floodplain and environmental permitting Task lead for the design and permitting of a 55,000 ac-ft detention facility in Brazoria County. Mr. Turner is leading a multidiscipline team to complete a CLOMR, 404 and stream mitigation plan for a proposed 55,000 ac-ft detention facility in Brazoria County, TX. This includes approximately 50 miles of floodplain mapping on a complicated floodplain that involves two separate flooding sources, the Brazos River and Oyster Creek. Modeling has included the development of a Flood Modeler 2D model to understand the effects of the reservoir on the floodplain and to help understand required mitigation activities as well as development of HEC-RAS 1D models to complete the CLOMR application. Permitting tasks have included wetlands delineation, historical analysis, and development of a restoration mitigation plan to offset the impacts of the reservoir.

Project Manager and Senior Designer Little Shook's Run Outfall Systems Plan, City of Colorado Springs Colorado. Alan is currently completing an outfall system plan for the Little Shook's Run Basin east of Downtown Colorado Springs and Shook's Run Encompassing the Olympic Training Center and Memorial Hospital. Consultant has been asked to review existing storm drain capacities via an EPA-SWMM model and to help identify the cause and solution to a number of localized flooding areas along Little Shook's Run. As part of this work, Alan helps create a 2D model of the watershed to identify major overland flow paths which helped to identify and confirm localized flooding issues. The team is evaluating alternatives and the condition of the existing storm drains to provide a workable solution to improve drainage in the basin. The ultimate deliverable for the project will be 30% conceptual design and costs for the construction of storm drain improvements.

Kimberley Pirri, PE, CFM

Project Manager/ Drainage & Floodplain Review/ CLOMR/LOMR & Floodplain Permitting

Education
BS, Civil Engineering, University of Colorado

Years of experience
Total: 23
With AECOM: 12

Location
Denver, CO

Registrations/Certifications
Professional Engineer: CO, VA;
Certified Floodplain Manager

Kim has served as the Project Manager or Task Leader on several projects, including stormwater master plans, stormwater facility design, FEMA CLOMRs and LOMRs, flood mapping projects, floodplain management on-call service contracts, and floodplain analyses.

Professional history

Ms. Pirri is a Design Engineer and Project Manager with 20 years of experience in hydraulic and hydrologic design, floodplain and stormwater management, drainage analysis, and master planning. More recently, Kim has focused on Hazard Mitigation Planning and Community Rating System Program Support, as well as providing floodplain management subject matter expertise to both internal and external clients. Kim participates in local and national professional organizations to maintain a high level of currency with policies, procedures, and methods across the floodplain and stormwater management industry.

Selected project experience

Project Manager, City and County of Denver, 2018 Annual Certification (Community Rating System), Denver, Colorado. Led project to conduct the data gathering and analysis needed to support Denver's first Annual Certification under the 2017 CRS Coordinator's Manual and to prepare the needed documentation for submittal. Managed project resources, schedule, and budget.

Project Manager. City and County of Denver, Sanderson Gulch Flo-2D Study, Denver, Colorado. Led this Flo-2D planning study to use rain-on-grid methods and integrated SWMM storm sewer modeling with LiDAR-based terrain data to analyze existing surface flooding patterns and storm sewer capacities within a portion of the Sanderson Gulch watershed and to evaluate potential improvement projects. Rainfall inputs were developed using CUHP 2.0. Storm sewer inputs were developed from CCD inventory data. The results of this study showed that more than $20M in traditionally analyzed storm conveyance improvements were not needed.

Project Manager. City of Colorado Springs, Colorado. 2016 Hazard Mitigation Plan Update. Completed this plan update incorporating assessments of the potential for natural and human-caused hazards, while focusing on flood hazards and the City's vulnerability to those hazards. Technical lead for flood hazards assessment which was conducted using Hazus 2.0 with FIS flood discharges throughout the City and post-fire flood discharges in the three watersheds impacted by the Waldo Canyon wildfire disaster.

Project Manager/Technical Lead. City and County of Denver, Colorado. 2015 CRS Cycle Verification Services. Led project to evaluate Denver's stormwater and floodplain management programs against the updated scoring criteria in the 2013 CRS Coordinator's Manual and to prepare the needed documentation and GIS maps for submittal during the 5-year Cycle Verification visit. Participated with City in the Cycle Verification visit. Documented additional possible points that the City can easily achieve with small efforts.

Project Manager/Technical Lead. Southeast Metro Stormwater Authority, 2014 CRS Cycle Verification Services for City of Centennial and Arapahoe County, Colorado. Led this project to conduct the evaluation of both Centennial's and Arapahoe County's stormwater and floodplain management programs against the updated scoring criteria in the 2013 CRS Coordinator's Manual and to prepare the needed documentation and GIS maps for submittal during the 5-year Cycle Verification visits. Participated with both Centennial and Arapahoe County in separate Cycle Verification visits.

Task Lead/Senior Engineer. Colorado Water Conservation Board, Cooperating Technical Partner Contractor, Colorado.

- **Community Rating System Website Updates, Colorado**. Led task to update the content on the CWCB's Colorado-specific CRS website to incorporate changes in guidance based on the 2017 CRS Coordinator's Manual, as well as incorporating additional content associated with the revised class prerequisites in the 2017 Manual.
- **Colorado Hazard Mapping Program.** Providing quality review and technical guidance for the hydraulic analyses and floodplain mapping on this project to update the flood hazard analyses and mapping for more than 500 stream miles across the two watersheds most affected by the September 2013 floods. Also providing outreach and programmatic support.
- **Jamestown LOMR, Jamestown, Colorado.** Led team in fast-tracking preparation of an Existing Conditions Letter of Map Revision for the Town of Jamestown to reflect the changed flood hazard conditions along James Creek and Little James Creek following the 2013 floods. Provided oversight, technical guidance, modeling review, outreach coordination, and certification of this LOMR for approximately 1.5 stream miles of new detailed study, including an updated floodway. This new study provides a floodplain management baseline for ongoing flood recovery efforts.
- **Community Rating System Website, Colorado.** Task Lead. Led the team of technical staff to generate technical content for this new Colorado-specific Community Rating System (CRS) website. Coordinated with web-designers on the site design and functionality. Coordinated client and community review. This site is a "one-stop shop" for Colorado communities to obtain information about the CRS, whether they are new users or are current participants. Website provides tool to evaluate whether CRS is the right fit for a new community, tools for participating communities to consider new activities, and a substantial set of successfully scored samples.

Ryan Weaver, PE

Principal in Charge/Authorized Signatory

Education
BS/1999/Civil Engineering/
Purdue University

Years of experience
Total: 22
With AECOM: 21

Registrations/Certifications
2004/Professional Engineer/
CO #38560

Location
Denver, CO

Ryan's leadership experience includes smart growth of local engineering teams to among the largest in Colorado Springs. Ryan is a Certified Project Manager and has served in a variety of project oversight roles to ensuring internal compliance and deliver exceptional service to clients.

Professional history

Mr. Weaver, an AECOM Vice President, is the Location Lead for the Colorado Springs Office of approximately 50 employees. He also serves as the Southern Colorado Transportation Practice Lead, coordinating business development and project delivery efforts for clients throughout Southern Colorado. Ryan has nearly 22 years of design and management experience on transportation projects throughout Colorado. Ryan uses his excellent organizational skills to identify process improvements and manage multi-disciplinary project teams.

Selected project experience

I-25 Improvements, Colorado Springs, CO. Project Manager for improvements on I-25 from MP127-150 through Colorado Springs. A project determination phase involved design and construction estimates of three interim segments along the corridor. The initial improvements along I-25 include concrete resurfacing and safety improvements from MP127-135. This $100M project is using a CMGC delivery method and is being packaged with improvements along other local corridors that connect key military installations in the region.

Vermijo Avenue and Sierra Madre Street Reconstruction and Streetscape, Colorado Springs, CO. Project Principal for this high-profile project to transform two underutilized downtown corridors into a festival street and urban greenway. A vibrant urban destination will be created adjacent to the U.S. Olympic Museum through implementation of multi-modal facilities, urban design features, and smart technologies.

South Academy Boulevard Widening, El Paso County, CO. Project Principal for this project to widen the corridor to 3-lanes each direction from I-25 to Proby Parkway. The project includes evaluation of 7 bridge locations and bridge rehabilitation and scour protection at Fountain Creek. This project is using a CMGC delivery method and is being packaged with improvements along other local corridors that connect key military installations in the region.

Black Forest Road Widening, Colorado Springs, CO. Project Principal for this key project to increase capacity along within a high-growth part of Colorado Springs. AECOM provided corridor planning for a 3-mile segment from Woodmen Road to Old Ranch Road. Preliminary and final design followed to widen along this corridor. Construction will provide an urban 4-lane section for 1.5 miles, ADA and multimodal accommodations, and replace the Cottonwood Creek Bridge.

Academy Boulevard Reconstruction, Colorado Springs, CO. Project Principal for this major arterial in southeast Colorado Springs. AECOM provided preliminary and final design services for reconstruction of 3-miles of this urban corridor from Bijou Street to Airport Road and Fountain Boulevard to Proby Parkway. Construction is planned to start in late 2020.

Centennial Boulevard Extension, City of Colorado Springs, CO. Project Principal/Manager for design of a PPRTA-funded project to extend a 4-lane urban section of Centennial Boulevard from Fillmore St to the I-25 / Fontanero St interchange. This 1.5 mile segment provides a critical connection to improve mobility while enhancing access to new development areas and improving quality of life for west side residents. The corridor development phase evaluated different options and reduced impact to the surroundings through the vertical placement and typical section used. Close coordination with adjacent development will ensure cleanup of a former landfill, while balancing the net earthwork balance for the site.

US 160 Wildlife Crossings, Archuleta County, CO. Project Principal for a CDOT R5 project to provide a wildlife overpass structure, wildlife underpass structure, passing lanes and other improvements along US 160 near the intersection of SH 151. Coordination with CDOT, the Southern Ute Tribe, and the San Juan National Forest was necessary. Design was completed in 2019.

Pikes Peak Avenue, City of Colorado Springs, CO. Project Principal for design of a PPRTA-funded project to replace the pavement section and provide improvements to the drainage system and multi-modal accessibility of Pikes Peak Avenue between Shooks Run and Printers Parkway.

Lamar Reliever Route, Lamar, CO. Project Manager for design of nearly 10 miles of new CDOT R2 highway for this Ports-to-Plains corridor around the City of Lamar. The new route replaces the existing US 287 and US 50 highways that pass through the City, ultimately with a 4-lane free-flow high-speed reliever route for truck traffic continuing past Lamar. The project includes three ultimate interchange locations. AECOM is working with CDOT R2 to evaluate cost-effective interim solutions, for a phased implementation approach to the project. AECOM is also coordinating with the City of Lamar, Prowers County, and local business owners to develop interchange solutions that uphold their economic success and promote a prosperous downtown.

SH21 Powers Boulevard Corridor Support, Colorado Springs, CO. Project Principal for a contract to provide corridor-wide support to CDOT R2 for this ultimate 6-lane freeway facility around the eastern side of Colorado Springs. AECOM is organizing and indexing 20 years of data related to the corridor, including two EA documents, to assist CDOT in preserving and advancing the ultimate goals for Powers Boulevard. In addition, AECOM is obtaining survey and advancing conceptual design of the future North segment from SH83 to Voyager Parkway.

Monument Hill Road Safety Improvements, El Paso County, CO. Project Principal for an El Paso County project to evaluate and provide safety improvements along this 2.4 miles road. Located on the Palmer Divide, this corridor receives severe weather and has a poor accident history at several locations. AECOM evaluated corridor deficiencies, alternatives, and prioritized improvements. The initial improvements will provide a revised typical section, address drainage issues, and improve intersection operations. Final design of the initial improvements was completed in 2017, with construction in 2018.

US 50 / SH 9 Resurfacing, Fremont County, CO. Project Principal for a CDOT R2 project to provide roadway surface, safety, structural, and drainage improvements along 28-miles stretch of SH 9 and US 50 in Fremont County between Canon City and Parkdale. AECOM completed construction plans on a fast-track schedule in 2016 for construction in 2017.

Lime Road Phase 2 Realignment, Pueblo, CO. Project Principal for a City of Pueblo project to realign Lime Road for a new crossing of the existing railroad tracks. The project will improve safety while enhancing the development potential for this industrial corridor. AECOM completed final plans in early 2016.

Isaac Allen, EI, CFM

2D Hydraulic Modeling

Education
M.S., Civil Engineering, University at Buffalo
B.S., Environmental Engineering, Syracuse University,

Years of experience
Total: 6
With AECOM: 6

Location: Denver, CO

Registrations/Certifications
Professional Engineer, Colorado
ASFPM Certified Floodplain Manager, Colorado

Mr. Allen has been primary modeler for a variety of hydraulic modeling studies of varying complexity in both one and two-dimensional environments. He has lead a number of efforts to implement new and innovative solutions and takes pride in developing quality, defendable work that reflects well on all team.

Professional history

Mr. Allen has experience in a variety of surface water modeling projects focused on floodplain mapping, flood hazard mitigation, bridge design and evaluation, and watershed planning. His primary skills include design and analysis using hydrologic and hydraulic modeling techniques, as well as development of geographic information systems. He is proficient in data analysis, presentation, and the development of innovative approaches and community outreach.

Selected project experience

Colorado Hazard Mapping Program, Colorado Water Conservation Board. This project developed updated flood risk information for nearly 700 miles of streams impacted by the 2013 floods in the Big Thompson and St Vrain Watersheds and along the South Platte River. Performed 2-D hydraulic analyses for select streams using the U.S. Bureau of Reclaimations's Sediment and River Hydraulics (SRH-2D) model as well as the combined 1-D/2-D capabilities of the USACE HEC-RAS. Results from these analyses are currently being used for regulatory updates to the FEMAs DFIRMs. Assisted in the development of a process to analyze floodways for 1-D/2-D combined and 2-D hydraulic models. Implemented the process to analyze 1-D/2-D combined floodways for portions of St. Vrain and Boulder Creeks in Weld County and Boulder County, CO. Developed GIS tools to support the 1-D/2-D floodway analyses. Performed hydraulic analyses for hunderds of miles of streams using the HEC-RAS 1-D software package. Coordinated with various private and public entities to assemble hydrologic analyses for over 450 miles of streams into FEMA compliant Techncial Support Data Notebooks (TSDN). Created hydrologic models for approximately 50 miles of stream using the USACE Hydrologic Engineering Center's Hydrologic Modeling System (HEC-HMS) software package. Presented project information to numerous government agencies, communities, watershed coalitions, and consultants at a project progress meetings and technical conferences.

Central Federal Lands Highway Division (CFL), Moraine Avenue and Riverside Drive CO FLAP, Estes Park, CO. Leveraged SRH-2D hydraulic model developed for the CHAMP project to evaluate proposed conditions alternatives. Calculated scour impacts for proposed conditions using SRH-2D outputs.

CDOT, SH60 and SH257 Bridge Study, Milliken, CO. Developed a HEC-RAS model for existing and proposed conditions to be used in a Conditional Letter of Map Revision (CLOMR) submittal. Used SRH-2D hydraulic model to develop flow estimates for multiple split flow reachs. Used flow estimates to supplement HEC-RAS lateral weir capabilities. Developed proposed conditions surface to be used in HEC-RAS analysis using ArcGIS.

FEMA, 2-D Floodway Innovations, Various. Deptuy project manager for a FEMA innovations projects looking at alternative floodway analyses for 2D and coupled 1D/2D models. Lead team of modelers to compile results of various alternatives to facilitate discussion with FEMA on future updates for 2D modeling guidance and standars. Primary author of a 2D Floodway Whitepaper used as background for a FEMA IPT technical group which was responsible for short-term updates to guidance and standards to facilitate 2D model use. Attended meeting at U.S. Army Corps of Engineers Hydrologic Engineering Center to discuss implementation of new floodway analysis tools in HEC-RAS software.

Jessica Barr, EIT

Erosion Control, BMPs, & Low Impact Development

Education
BS, Civil Engineering/ Technology,
Metropolitan State University, Denver

Years of experience
Total: 9
With AECOM: 9

Registrations/Certifications
Engineer in Training (EI)

Location
Denver, CO

Jessica has experience in performing water resource engineering analysis and design, particularly focused on stormwater and transportation drainage

Professional history

Jessica has 9 years of experience performing water resource engineering analysis and design, particularly focused on stormwater and transportation drainage. Her design experience includes, floodplain mapping, bridge hydraulic design, scour analysis, H&H analysis, pond analysis and post-fire mitigation.

Selected project experience

CDOT R4, State Highway 72 Permanent Repairs, Jefferson County, CO. Design Engineer responsible for hydrologic and hydraulic analysis along a 12.5 mile section of the SH72 corridor. The 2013 September floods resulted in disastrous flooding along Coal Creek, which runs parallel to SH72. Sections of roadway and embankment were washed away and numerous infrastructures were severely damaged.

CCD, Upper Sanderson Gulch, Denver, CO. Drainage Lead for the design of storm sewer systems to alleviate flooding along residential neighborhood streets. Project consists of hydrology, hydraulics, and 2D flow analysis.

CDOT, SH119 Park and Ride, Firestone, CO. Drainage Design Lead responsible for the design of transportation drainage components for the expansion of the Regional Transportation District's Park-an Ride parking lot and additional of bus station pullouts. The project consists of closed storm drain systems, culverts and open roadside channels.

CDOT, I-25 Rehab. Stormwater Design Engineer responsible for the design of cross culverts and roadside ditches for the widening of I-25 along 5 miles of highway. The project consists of closed storm drain systems, open roadside channels, and water quality.

CCD, Tennessee & Oneida Storm Sewer Improvements, Denver, CO. Assistant Project Manager and Drainage Lead for the design of storm sewer systems to alleviate flooding along Oneida Street. Project consists of hydrology, hydraulics, pond analysis and crossing of a 72" waterline with a large storm sewer system.

CDOT, C-470 Tolled Express Lanes Segment 1 D/B, Douglas County, CO. Stormwater Design Engineer responsible for the design of transportation drainage components for the widening and addition of tolled express lanes along 13 miles of highway. The project consists of closed storm drain systems, open roadside channels, bridge replacements and water quality.

El Paso County, Post–Fire Mitigation for Waldo Canyon, El Paso County, CO. Design Engineer responsible for the analysis and design of post-fire mitigation improvements. This project consisted of mitigating the impacts from the June 2012 Waldo Canyon Wildfire, which burned approximately 18,000 acres and altered the hydrologic and hydraulic characteristics of the burn area. Improvements included 2,500 feet of channel restoration, drop structures, bendway wiers and, low water crossing.

CDOT, 11th Street Bridge Replacement, City of Pueblo, CO. Design Engineer responsible for designing transportation drainage components for roadway realignment and bridge replacement and extended detention basin for water quality purposes. Prepared drainage plan set, project cost estimate, and drainage report.

Pikes Peak Rural Transportation Authority, Austin Bluffs Parkway Bridge and Roadway Improvements, Colorado Springs, CO. Design Engineer responsible for performing hydrologic analysis and quality control detail checks on drainage facility hydraulics and design.

William Barreire, PE (Vivid Engineering Group)

Geotechnical Engineering

Education
BS Civil Engineering, Colorado State University
MS Geotechnical Engineering, University of Colorado

Years of experience
Total: 28

Location
Colorado Springs, CO

Registrations/Certifications
Professional Engineer: CO, TX, MT, WY, NM, AZ

Mr. Barreire has 28 years of practical experience providing geotechnical engineering, materials testing/inspection, services in the water, transportation, energy, federal, and commercial market sectors

Professional history

Mr. Barreire experience includes a significant amount of drainage related projects for various agencies and municipalities. His expertise includes providing geotechnical engineering services including geologic and hazard mapping, subsurface investigations, recommendations, and design services for slope stability/embankment retention, retaining walls, detention pond design and construction, scour protection, drop structure foundations, and channel armoring ranging from concrete lining, soil cement, and riprap to reinforced earth, erosion mats, and native seeding/vegetative cover.

Selected project experience

Fountain Creek Improvement Projects, El Paso and Pueblo Counties, Colorado. Mr. Barreire was the geotechnical engineer for numerous geotechnical projects within and adjacent to Fountain Creek within El Paso and Pueblo Counties, providing subsurface drilling, test pit explorations, and engineering analysis for the placement, design, and construction of erosion control measures including localized re-grading/filling of the channel, construction of minor fill slopes, placement of grouted rip-rap, and other improvements to decrease hydraulic velocity and maintain channel integrity to protect utility infrastructure. Follow on services will include construction inspection and testing services as well for several of these projects when construction occurs.

Sand Creek Channel and Bank Stabilization/Restoration Projects, Colorado Springs, Colorado. Mr. Barreire served as the geotechnical engineer for various projects within and adjacent to Sand Creek, providing subsurface drilling and engineering analysis for the placement, design, and construction of erosion control measures including localized re-grading/filling of the channel, construction of minor fill slopes, placement of grouted rip-rap, and other improvements to decrease hydraulic velocity and maintain channel integrity to protect utility infrastructure.

Cottonwood Creek PDM Grant Reach, Academy Boulevard to Monument Creek, Colorado Springs, Colorado. The overall project included improving the section of Cottonwood Creek between North Academy Boulevard and its confluence with Monument Creek located just west of Interstate 25. Mr. Barreire led the geotechnical and construction materials testing/inspection services included performing geologic mapping, a subsurface (drilling) investigation and preparation of a geotechnical report presenting the existing conditions, geologic setting, and existing hazard and stability issues. Engineering recommendations were provided for construction/stabilization of slopes, channel bed, hydraulic structures, and armoring of the channel. In addition, an evaluation addressed scour/erosion of bridge abutments and center foundations.

Monument Creek Slope Stability/Bank Erosion Investigation, Monument Creek Drainage Channel located adjacent 3755 Mark Dabling Boulevard, Colorado Springs, Colorado. As part of a geotechnical and geologic hazard study for construction of an addition to an existing manufacturing facility at the above address, Mr. Barreire performed a subsurface investigation, slope stability analysis and bank erosion study. The purpose of the study was to evaluate the potential impact to the proposed expansion from continued erosion/instability of a portion of the bank of Monument Creek that included a sharp bend, located adjacent the subject property. Based on historical flow data and subsurface information, a scour/erosion analysis as well as a global slope stability analysis was performed to help evaluate risk.

Sean Berzins, PE

Trenchless Design

Education
BS, Civil Engineering, Colorado State University, 1992

Years of experience
Total: 26
With AECOM: 13

Registrations/Certifications
Professional Engineer: CO (#33366)

Location
Denver, CO

Sean was selected for this role based on his excellent engineering and leadership skills related to managing a design staff, scheduling, budget control, and client communications.

Professional history

Sean is an experienced project manager and civil engineer with 25+ years of experience in large diameter pipeline planning, design and construction projects. He has managed multidisciplinary teams as a project manager and design lead, overseeing design staff, scheduling, budget control, and client communications. He also specializes as a design engineer of water systems, wastewater systems, hydrology and hydraulics of storm water structures, grading and drainage and transportation engineering. Sean manages project revenue, budgets and workload. He is experienced with staffing requirements to meet current and projected workload. He is also accomplished in providing construction management services and coordination with contractors, utility owners, and municipal agencies throughout the construction period to project closeout.

Selected project experience

Project Manager, Lupton Lakes Inlet/Outlet Works Design, Denver Water, Fort Lupton, CO. Project Manager responsible for managing a multidisciplinary project team in the design of a river inlet and outlet structure, flow metering structure, and conveyance pipeline from the inlet/outlet to the existing storage basins. The initial design phase involved development of the basis of design, including a master plan approach to define future hydraulic facility requirements not included in the final design phase. Final design included 30%, 60%, 90% and final design of a river intake structure and outfall structure, slurry wall penetration and grouting specifications, 54-inch steel and HDPE pipelines, and 54-inch meter and vault. The pipeline design included an 800-foot long TBM tunneling installation. The underground bore was for a 72-inch casing installation under the Colorado Department of Transportation Right-of-Way. The bore penetrated an existing slurry-wall. The design included exterior and internal grouting.

Design Lead, Manitou 30-Inch Waterline Replacement Design-Build, Colorado Springs Utilities, Colorado Springs, CO. The Manitou 30-Inch Waterline Replacement Project was a design build (DB) project to replace an existing cast iron raw waterline for Colorado Springs Utilities (Owner). As a DB project, he worked closely with Colorado Springs Utilities and Wildcat Construction (Contractor) to provide services to relocate nearly 8,500 LF of 30- inch DIP. Delivery of the project included initial design of the pipeline and continuing design efforts during the construction phase. Initial design included survey, utility locates, utility potholing, and geotechnical investigations. Design features included connections to existing pipelines, boring for creek crossings, blowoff valves, air release valves and concrete reverse anchors for thrust protection. The design also included a 400-foot long bored casing through existing bedrock. The jack and bore design was a 25-foot deep installation through bedrock including dewatering and a robust shoring system.

Design Lead, PFAS Collection System and Treatment, Confidential Client, Widefield, CO. Design Lead responsible for leading pipeline design for approximately 21,600 feet of 8- to 16- inch-diameter and approximately 27,500 feet of 24-to 36-inch diameter pipelines as part of this municipal water system project to address PFC/PFAS contamination in the groundwater source of supply. The improvements consist of collection system pipelines to collect water from 34 existing ground water wells and convey the water to two new water treatment plants. The project also included 11 bored crossings of BNSF and Union Pacific railroads and 3 bored crossings of CDOT Right-of-Way. The underground bores were under BNSF Right-of-Way and included permitting with the rail company for installation approval.

Eric Craig, PLS

Survey/Right of Way

Education
HS Diploma, Doherty HS Colorado Springs, CO

Years of experience
Total: 27
With AECOM:23

Location
Colorado Springs, CO

Registrations/Certifications
Professional Land Surveyor, CO

Mr. Craig has 27 years of experience in almost all aspects pertaining to construction, topographic and boundary surveying, including FEMA compliant flood study surveys.

Professional history

Mr. Craig has more than 19 years of experience and is experienced in almost all aspects pertaining to construction, topographic and boundary surveying, including FEMA compliant flood study surveys. His survey responsibilities have included field and office computations, contractor coordination, and on-site surveying. His construction management responsibilities have included as-built surveys, field engineering, cad design, utility coordination, compiling monthly pay estimates, project documentation, and construction inspection of utilities, structures and roadways.

Selected project experience

City of Colorado Springs, Barnes Road Widening, El Paso County, Colorado Springs, CO. Consultant Project Engineer responsible for the field and office management and documentation of the contractor's activities on the project, including the oversite of other consultant personnel. The project consisted of the widening of 1500' of Barnes Rd., an established road with heavy traffic that had to be maintained. Improvements included additional stormwater infrastructures, increased site-lines, curb, and sidewalk.

CDOT, R2, Critical Wall Repair Project, El Paso County, Colorado Springs & Manitou Springs, CO. Senior Field Inspector responsible for the field management, inspection and documentation of the contractor activities on a CDOT critical wall repair project. A portion of the project consisted of disassembling a historical stone wall, constructing a soil nail wall and drainage system behind the historic wall, and reassembling the stone wall to its original appearance. The other portion of the project consisted of shot-blasting, repairing and resealing of the concrete sound wall along SB I-25, between Fillmore St. and Bijou Ave.

Preliminary Design and Right-of-way Survey, Powers Blvd. and Airport Rd., Colorado Springs, CO: In charge of surveying and processing all drainage, utility, right-of-way and general planimetrics for Powers Blvd., from Platte Ave. to Fountain, and Airport Rd., from East Fork Sand Creek to Stewart. The proposed design is to realign Airport and Stewart, and the future design of the interchange for Powers and Airport.

Preliminary Design and Right-of-way Survey, Woodmen Road (Phase 2), Colorado Springs, CO. In charge of surveying and processing all drainage, utility, right-of-way and general planimetrics for Woodmen Rd., from Stinson Rd. to Yellowwood Dr. The proposed design is to widen Woodmen to a 3-lane road and construct a CFI intersection at Union Blvd

Preliminary Design and Right-of-way Survey, El Paso County, CO. In charge of surveying and processing all drainage, utility, right-of-way and general planametrics for transportation corridor studies in El Paso County. Projects included 10 miles Hodgen Road corridor, 2 miles of Proby Parkway (Drennen Rd.) corridor and 10 miles of Meridian Road (North) corridor.

CDOT, H24E Manitou Ave. CBC Emergency Repair Project, El Paso County, Manitou Springs, CO. Assistant Project Engineer/Inspector responsible for the field management and documentation of the contractor activities on a CDOT concrete box culvert removal and replacement project. The project consisted of replacing a collapsed portion of an existing concrete box culvert and the reconstruction of Manitou Ave., which it was under.

City of Colorado Springs, Evans Ave Bridge Replacement, Colorado Springs, CO. Project Engineer responsible for the field and office management and documentation. The project consisted of the removal and replacement of the historic bridge structure, relocation of a HDPE waterline under the channel and re-stabilizing the existing channel.

Griffin Cullen, EIT, CFM

Hydrology and Hydraulic Modeling

Education
B.S., Environmental Engineering, Colorado State University, 2016
B.A., Liberal Arts, Saint Mary's College of California, 2016

Years of experience
Total: 5
With AECOM: 5

Location
Denver, CO

Registrations/Certifications
Fundamentals of Engineering Certificate, Colorado, December 2016
ASFPM Certified Floodplain Manager, Colorado, September 2018

Ms. Cullen primary experience includes design and analysis using hydrologic and hydraulic modeling techniques, as well as river modeling and restoration.

Professional history

Ms. Cullen is a Water Resources Engineer in the AECOM Surface Water Group in Denver with experience in floodplain mapping, flood hazard mitigation studies, and drainage design. Her primary responsibilities include design and analysis using hydrologic and hydraulic modeling techniques, as well as river modeling and restoration. She is proficient in data analysis, technical writing, and creative thinking. Ms. Cullen's studies focused on hydraulic modeling and stream restoration, which included design projects on the Saint Vrain River in Lyons, Colorado.

Selected project experience

Colorado Water Conservation Board (CWCB), Colorado Hazard Mapping Program, Northern Colorado. The Colorado Hazard Mapping Program was initiated in 2015 in order to provide updated flood and erosion risk to communities affected by the September 2013 floods within the Saint Vrain and Big Thompson Hydrologic Unit Code (HUC) 8 Watersheds. Responsibilities on this project include:

- Coordinating with various private and public entities to assemble hydrologic analyses of streams into FEMA compliant Technical Support Data Notebooks (TSDN).
- Performing hydraulic analyses for approximately 80 miles of streams using the USACE HEC-RAS (River Analysis System) software package.
- Delineating floodplains and generating floodways on 10 different streams within the two watersheds.
- Assisting in Flood Insurance Rate Map (FIRM) development and compiling data to comply with FIRM Database technical standards.
- Organizing deliverables for presentation to government agencies, communities, watershed coalitions, and consultants.

Town of Breckenridge, Illinois Gulch Storm Sewer/Sidewalk Rehabilitation Project Phase 1, 2, & 3. The Town of Breckenridge contracted AECOM to perform an alternative analysis on a heavily degraded triple barrel CMP and sagging sidewalks and responsibilities include:

- Performed alternative analysis for repairs using HEC-RAS modeling and communicated with the Town to determine the selected alternative.
- Prepared an engineering's opinion of probable construction costs for the selected alternative as well as draft bid documents.
- Provided construction oversight and coordinated with the contractors on submittals and RFIs.
- Assisted in FEMA Letter of Map Revision (LOMR) submittal by performing the hydraulic analysis, preparing LOMR documentation, mapping, and forms.

Gilpin County Risk MAP, Colorado Water Conservation Board. As part of the Gilpin County Flood Insurance Rate Map (FIRM) and Flood Insurance Study (FIS) Countywide update, all streams were restudied. Responsibilities included:

- Acquiring and processing terrain data for the entire county from multiple sources.
- Analyzing the hydrology using USGS regression analysis, rainfall-runoff modeling, and gage analysis.
- Developing 2D HEC-RAS Rain-on-Grid model for the Base Level Engineering (BLE) streams and 1D HEC-RAS and Storm CAD models for the Enhanced Study reaches.
- Assembling a combined Terrain, Survey, Hydrology, Hydraulics and Floodplain Mapping FEMA compliant Technical Support Data Notebook (TSDN).

Black Forrest Road Widening Corridor Plan, City of Colorado Springs. AECOM was contracted to design the roadway expansion of Black Forest Road

from Woodmen Road to Old Ranch Road. My responsibilities for this project are:

- Analyzing existing hydrologic and hydraulic conditions in accordance with the City of Colorado Springs Drainage Criteria Manual.
- Designing drainage improvements to capture new roadway runoff as well as designing two full spectrum detention ponds that will provide water quality.
- Hydraulically evaluating the existing bridge at Cottonwood Creek to determine existing and proposed freeboard and scour.

6400 South Tributary Stabilization Project, Town of Castle Rock Water Stormwater Division. This project will provide stabilization to the 6400 South Tributary that has experienced erosion issues near infrastructure and recreational facilities that could compromise public safety. Responsibilities included:

- Coordinating with the topographic survey team to acquire channel cross sections, utility locations, structures, and wetland delineation.
- Reviewing existing hydrologic studies of the area and formulating a suggested approach.
- Obtaining the FEMA regulatory model and using this as the basis for a hydraulic analysis of up to three design alternatives. This model will be compliant with CLOMR and LOMR requirements.
- Communicating permitting strategies to the Town in order to successful stabilize the stream while still sustaining the environmental integrity of the site.

Hover Development Company, LLC, 1901 South Hover Street Development Project CLOMR. This project worked to reassess the existing complex hydraulics through three parallel bridges and three parallel roadway/railroad embankments that define the flood hazards along Left Hand Creek near the project site before assessing the impacts from the proposed site development. Responsibilities included:

- Performed 2D HEC-RAS hydraulic analysis to determine split flow paths, split flow amounts, and overtopping flow amounts between the bridges and embankments.
- Calibrated the regulatory 1D model to include a new encroachment study along each split flow using results from the 2D hydraulic analysis.
- Prepared the Conditional Letter of Map Revision (CLOMR) documentation, mapping, and forms in accordance with current FEMA standards.

Joel Jones, PE

Stormwater Master Planning

Education
MS, Civil Engineering, University of Colorado, Denver, 2007
BS, Civil Engineering, University of Colorado, Denver, 1993

Years of experience
Total: 20
With AECOM: 12

Location
Denver, CO

Registrations/Certifications
Professional Engineer, Colorado, #33916
Professional Engineer, Wyoming, #13561
Professional Engineer, Arkansas, #15190
Professional Engineer, New Mexico, #21804

Mr. Jones has more than 20 years of experience in civil engineering with technical knowledge in both water resources and geotechnical engineering.

Professional history

Mr. Jones has considerable experience in the analysis and design of stormwater control projects involving: dams; bridges; culverts; channels and channel stabilization structures; mine tailing storage facilities; mine heap leach pads; mine process water ponds; mining stormwater permitting; SPCC, NPDES and NEPA permitting; hydrologic and hydraulic analysis; and work in FEMA regulated waterways

Selected project experience

City of Casper, Stormwater Master Plan, Casper Wyoming. Design Engineer and Hydrologist for the Stormwater Master Plan for tributary watersheds to the North Platte River within the city. The plan summarizes the existing hydrologic, hydraulic and water quality conditions and that can be used as guidance for future water resources development in the area. Hydrologic and hydraulic analysis on the planning level for 12 sq. mi. catchment using InfoSWMM hydrologic and hydraulic models. Deliverables include a final plan and separate Water Quality report on the Cities' NPDES MS4 permit. Responsible for hydrologic and hydraulic designs, preparation of alternatives and final CIP, client contact, and staffing.

City of Delta, Stormwater Master Plan, Delta, Colorado. Project Manager for a master drainage plan that summarizes the existing hydrologic, hydraulic and water quality conditions and that can be used as guidance for future water resources development in the area. Hydrologic and hydraulic analysis on the planning level for 64 sq. mi. catchment using HEC-HMS, HEC-RAS and XPSWMM hydrologic and hydraulic models. Deliverables include a final report with a CIP plan and a separate water quality memorandum outlining the needs of the city for their upcoming NPDES MS4 permit. Responsible for hydrologic and hydraulic designs, preparation of alternatives and final CIP, client contact, and staffing

City of Gillette, Stormwater Strategic Plan, Gillette, Wyoming. Task Lead for the Stormwater Master Plan Task for two watersheds within the city. The plan summarizes the existing hydrologic, hydraulic and water quality conditions and that can be used as guidance for future water resources development in the area. Hydrologic and hydraulic analysis on the planning level for a 64 sq. mi. basin using InfoSWMM hydrologic and hydraulic models. Deliverables include a final plan and a separate water quality memorandum outlining the needs of the city for their upcoming NPDES MS4 permit. Responsible for hydrologic and hydraulic designs, preparation of alternatives and final CIP. Task lead also for the Stormwater Criteria Manual revision/rewrite. Update to the 1978 Criteria manual with complete new sections on policy, rainfall and runoff, streets and storm structures, water quality and BMP selection.

City of Boulder, WRRF Levee Repair in Colorado, USA. Professional Sealing Engineer for preparation of plans for levee repair. This fast track project provided the City of Boulder with designs to repair a 6-inch diameter waterline and levee that was damaged when the waterline broke under the levee. The plans were delivered in time for construction in the early spring before potential floods. The levee surrounds and protects the City's Water Resource Recovery Facility and a 24-inch diameter sanitary sewer pipeline lies above the water line and in the levee. Design included the levee repair earthwork drawings and specifications, water line replacement drawings, and sanitary sewer line replacement drawings. A second project will provide support for the levee repair portion of the construction.

Kevin Kullman, PE

Resident Engineering & Construction Administration

Education
BS Civil Engineering, Colorado State University, 2009

Years of experience
Total: 14
With AECOM: 5

Location
Colorado Springs, CO

Registrations/Certifications
Professional Engineer, Colorado, #48870

Kevin has assisted design teams with development of construction schedules to assist with design functions including development of time counts, constructability reviews, construction cost estimates, and plan and specification reviews.

Professional history

Mr. Kullman has 14 years of experience in the engineering industry with a diverse and progressive focus in construction administration, project management, and program management on various projects across Colorado for numerous municipalities and public agencies. His varied and extensive background as a construction manager includes delivering many successful municipal and CDOT projects in urban, rural, and freeway corridors including roadway reconstructions, ADA ramp construction, multi-agency coordination, utility relocations and coordination, stormwater and drainage installations, and substantial public involvement efforts.

Selected project experience

City of Colorado Springs, Barnes Road Improvements, Colorado Springs, CO. Project Manager. Kevin's was responsible for oversight of the AECOM project team, coordination with the City Project Manager, assistance with complex construction issues, and occasional field inspection and project engineering duties as a backup to the full-time project engineer. The project included a vertical curve correction, asphalt reconstruction of Barnes Road from the Homestead Trail crossing to Powers Boulevard to accommodate turn lanes, new sidewalks and ADA ramps, a center median, curb and gutter, coordination of multiple utility relocations, and a new storm sewer system. Also included was a new signalized intersection at Barnes Road and Rio Vista Drive/Chaparral Road, and the reconstruction and widening of Chaparral Road between Barnes Rd and Jeffery Road.

City of Colorado Springs, Vermijo and Sierra Madre Streetscape, Colorado Springs, CO. Construction Management Supervisor. Vermijo Avenue, from the base of the U.S. Olympic and Paralympic Museum at Sierra Madre Street and extending east will be transformed into a wide, pedestrian and business-friendly street that will become downtown Colorado Springs's second "Signature Street" after Tejon Street. Kevin managed AECOMs' construction management project team, coordinating with the City's and AECOM's project managers as well as Norwood's construction manager to verify proper staffing, construction phase budget management, and team performance.

Colorado Department of Transportation, FY 19 Pikes Peak Area Traffic Signal Replacement, Colorado Springs, CO. The project included replacing traffic signals at four intersections in Colorado Springs and one intersection in Fountain, including replacing pedestrian ramps and sidewalk to ADA compliance at all five locations. Coordination was required between the AECOM project team, CDOT, Colorado Springs, and CSU to effectively manage the project. Responsibilities included proactive communication with the CDOT Resident Engineer to verify staffing needs and performance, budget tracking, and coordination with the AECOM staff.

Subsurface Utility Engineering Program Manager, Statewide. Program/Department Manager. Managed and provided technical guidance to a staff of 20 engineers and technicians, providing Subsurface Utility Engineering plans to numerous cities and counties as well as the Colorado Department of Transportation. Kevin coordinated with the municipalities, designers, and other stakeholders to provide complete and accurate plans to assist in minimizing cost and potential delays on transportation projects across the state.

C470 Managed Lanes, CDOT, Douglas County, CO. Assistant Project Administrator. The C470 Managed Lanes project is adding Express Lanes along 12.5 miles of C470 from I-25 to Wadsworth

Boulevard, including widening and replacement of bridges, new concrete roadway, and installation of ITS elements and tolling equipment. Kevin coordinated work with field and office staff, assisted with project design review, reviewed working drawings, provided guidance to construction assessors, and provided field assessments during construction. 2018

I-25 Belleview to County Line Resurfacing, CDOT, Arapahoe County, CO. Consultant Project Manager. The project included bridge deck repairs, new overhead sign installation, and a mill and overlay from E-470 to Belleview Avenue. Kevin coordinated with the client and the Consultant Project Engineer to ensure sufficient and proper staffing, reviewed and contributed to change orders, provided guidance and expertise on technical issues and construction elements, and participated in discussions with the contractor on solutions to project-level disagreements.

University Boulevard from Arapahoe to Hampden Resurfacing, CDOT, Arapahoe County, CO. Consultant Project Manager. The resurfacing project included a deck replacement at Big Dry Creek, signal replacements, and a mill and overlay from Arapahoe Road to Hampden Avenue. Kevin managed the consultant staff and contract for the project and worked with the client to keep adequate staffing and provided input on unique or difficult field issues.

Region 1 Curb Ramps Phase 1, CDOT, Region Wide. Assistant Project Engineer/Consultant Project Manager. Kevin served as the subject matter expert and Assistant Project Engineer, providing oversight to the field staff, negotiating change orders, and preparing progress estimates on this project which replaced over 50 curb ramps across the Denver metro area.

Colorado Department of Transportation, US 287 Resurfacing – 120th South, Westminster, CO. Project Engineer/Consultant Project Manager. This project was centered around resurfacing a three-mile stretch of Federal Boulevard from 92nd Avenue to 120th Avenue with approximately 25,000 Tons of hot mix asphalt, deck rehabilitation of the structure over Niver Canal, and over 100 curb ramps. Kevin was the Engineer in Responsible Charge for the project, managing the construction of the project, coordinating with adjacent municipalities, coordinating public involvement, and also managed and reviewed the design of approximately 60 curb ramps by both CDOT and consultant staff during construction.

RTD, 15L Transit Improvements Project Cost Estimating, Denver, CO. Project Manager. Provided a complete plan set review and full quantity take-offs and cost estimation for RTD's $9M 15L Transit Improvements project, which consisted of improved sidewalks and ADA curb ramps, new bus pads, replacement of bus structures, asphalt paving, and new communications infrastructure. Kevin coordinated with both the design team, the RTD project management staff, and internal project staff to accurately produce the construction cost estimate.

Colorado Department of Transportation, Federal Boulevard over BNSF Bridge Replacement, Westminster, CO. Project Engineer and Consultant Project Manager. The project included new full-depth HMA paving, new curb ramps, and replacement of the structural deficient and functionally obsolete bridge over the BNSF railway in this urban corridor. Kevin reviewed all constructor submittals, managed and directed construction inspectors, oversaw girder erections and bridge demolitions and reviewed safety critical plans, and coordinated with the local stakeholders including the City of Westminster and Adams County.

I-225 RAMP Bridge Decks, CDOT, Aurora, CO. Project Engineer. Kevin served as the Engineer in Responsible Charge for this project which included deck rehabilitation, expansion joint replacement, and a polyester concrete overlay on seven structures along the I-225 corridor. He was responsible for all construction administration and management of construction staff and reviewed and prepared monthly progress estimates, change orders, and RFI's.

PAR 1109 South Entrance Bridge Construction, Metro Wastewater Reclamation District, Commerce City, CO. Assistant Project Engineer. The project included a new asphalt intersection, a two-span bridge over the South Platte River, new drainage and stormwater features, and over one half mile of concrete pavement. Kevin's role was to oversee and coordinate all construction, review construction submittals including girder erection plans, negotiate and write change orders, and run monthly progress estimates.

Leylin Marroquin, PE, CFM

Stormwater Infrastructure Design/Hydrology and Hydraulic Modeling

Education
BS, Civil Engineering,
Bucknell University, 2014

Years of experience
Total: 7
With AECOM: 7

Registrations/Certifications
PE, CO,55805
CFM, US-19-11304

Location
Denver, CO

Ms. Marroquin has experience in erosion control design, drainage design, stream restoration, water quality, flood hazard analysis and mapping and construction inspection.

Professional history

Ms. Marroquin has experience in erosion control design, drainage design, stream restoration, water quality, flood hazard analysis and mapping and construction inspection.

Selected project experience

CDOT R4, State Highway 72 Permanent Repairs, Jefferson County, CO. Design Engineer responsible for hydrologic and hydraulic analysis along a 12.5 mile section of the SH72 corridor. The 2013 September floods resulted in disastrous flooding along Coal Creek, which runs parallel to SH72. Sections of roadway and embankment were washed away and numerous infrastructures were severely damaged.

CCD, Upper Sanderson Gulch, Denver, CO. Drainage Lead for the design of storm sewer systems to alleviate flooding along residential neighborhood streets. Project consists of hydrology, hydraulics, and 2D flow analysis.

CDOT, SH119 Park and Ride, Firestone, CO. Drainage Design Lead responsible for the design of transportation drainage components for the expansion of the Regional Transportation District's Park-an Ride parking lot and additional of bus station pullouts. The project consists of closed storm drain systems, culverts and open roadside channels.

CDOT, I-25 Rehab. Stormwater Design Engineer responsible for the design of cross culverts and roadside ditches for the widening of I-25 along 5 miles of highway. The project consists of closed storm drain systems, open roadside channels, and water quality.

CCD, Tennessee & Oneida Storm Sewer Improvements, Denver, CO. Assistant Project Manager and Drainage Lead for the design of storm sewer systems to alleviate flooding along Oneida Street. Project consists of hydrology, hydraulics, pond analysis and crossing of a 72" waterline with a large storm sewer system.

CDOT, C-470 Tolled Express Lanes Segment 1 D/B, Douglas County, CO. Stormwater Design Engineer responsible for the design of transportation drainage components for the widening and addition of tolled express lanes along 13 miles of highway. The project consists of closed storm drain systems, open roadside channels, bridge replacements and water quality.

CDOT, 11th Street Bridge Replacement, City of Pueblo, CO. Design Engineer responsible for designing transportation drainage components for roadway realignment and bridge replacement and extended detention basin for water quality purposes. Prepared drainage plan set, project cost estimate, and drainage report.

Pikes Peak Rural Transportation Authority, Austin Bluffs Parkway Bridge and Roadway Improvements, Colorado Springs, CO. Design Engineer responsible for performing hydrologic analysis and quality control detail checks on drainage facility hydraulics and design.

Colorado Springs Utilities, Woodmen Road Corridor Improvements Project Phase II, Pikes Peak Rural Transportation Authority, Colorado Springs, CO. Design Engineer responsible for designing storm drainage systems and water quality pond for approximately 1.5 miles of roadway related to the widening of Woodmen Road, a major east/west corridor within Colorado Springs. The project included widening Woodmen from two lanes to three continuous lanes in each direction from I-25 to east of Woodmen Commons and the replacement of the existing Woodmen Road/Academy Boulevard intersection with a grade-separated interchange. Prepared drainage plan set, project cost estimate, and drainage report.

Jeff McKelvey, PLA, ASLA, ENV SP

Landscape Architecture & Urban Planning

Education
BS, University of Georgia
MSRECM, University of Denver

Location
Denver, CO

Years of experience
Total: 17
With AECOM: < 1

Registrations/Certifications
Landscape Architect, Colorado, LA.0000780
CLARB Certified
Envision Sustainability Professional (ENV SP)

Jeff brings nearly 20 years of experience in landscape architecture, planning and urban design across a broad range and scale of project types, both domestic and international.

Professional history

Jeff has experience in all relevant areas of site planning and design, including master planning, site analysis, conceptual design, detailed site design, construction documentation, and implementation. His primary areas of expertise include integrated project delivery, construction feasibility and implementation, with a strong track record of working effectively through all phases of a project lifecycle to deliver projects that exemplify excellence in design, sound technical execution, and commitment to sustainability. Recognized as a senior contributor and technical lead with expertise in constructability and integrated project delivery, Jeff has played an integral role in delivering high-profile streetscape and public realm projects.

Selected project experience

16th Street Mall Improvement Project, Denver, CO, Technical Lead for Landscape Architecture. The iconic 16th Street Mall, originally constructed 1982, is one of the longest pedestrian malls in the world at 1.2 miles and nearly 18 blocks in length. The Mall is a regional destination for commercial and cultural activities in Downtown Denver and serves as a last mile connection between the transit hubs at Union Station and Civic Center Park. The project will utilize state and local funds as well as U.S. Department of Transportation (USDOT) grant funds to reconstruct and renovate the 16th Street Mall to increase opportunities for public use of the Mall as an iconic civic space while also addressing the deteriorating infrastructure, improving safety, and maintaining transit operations. Responsible for oversight of the public realm design process of the 16th Street Mall Improvement Project. Managed the production of technical documentation related to the public realm during the procurement phase, specifically regarding construction feasibility and quality control. Advised the design team on integrating cost considerations and construction sequencing into the design process. Coordinated design efforts with project stakeholders including the Downtown Denver Partnership, City and County of Denver, Federal Transit Administration (FTA), Regional Transportation District (RTD), and the Denver Urban Renewal Authority (DURA).

Denver Water Operations Complex Redevelopment – Denver, CO. The Denver Water Operations Complex project represents the redevelopment and modernization of a 34.6-acre water utility operations complex that has been in operation since 1881. The redevelopment features a new 190,000 SF Administration building along with seven other completely new facilities including new Fleet Services, Meter Shop, Trades, Warehouse and Wellness buildings, a 490-space parking garage, and a renovated conference and training center adapted from the 132-year-old Three Stone pumping station. Eight buildings within the complex have been awarded Platinum, Gold, and Silver levels of LEED certification. Serving as the lead landscape architect, my responsibilities included providing full landscape architectural services from schematic design through construction documentation and implementation.

Horizon Uptown – Aurora, CO. Horizon Uptown is a proposed 500-acre mixed-use, sustainable community development located on the southwest corner of Interstate 70 and E-470 in the eastern suburbs of the Denver metro area. Developed by Lendlease Communities, the estimated $1.7 billion project would feature 3,800 residential units, 2.9 million square feet of office space, 1.25 million square feet of retail, lodging and restaurant space, 60 acres of parks, a variety of recreational amenities, and a K-8 school built out over a period of 25 years. Serving as the lead landscape architect, my responsibilities included providing full landscape architectural services including schematic design, design development, and construction documents including site plans,

planting plans, construction details and specifications for the Phase 1 streetscapes, pocket and neighborhood parks, as well as the first phase of the Central Park.

Colorado Department of Transportation (CDOT) Region 1 Headquarters – Denver, CO. The Colorado Department of Transportation (CDOT) Region 1 Headquarters is a five-story, 175,000 square foot office building in the Sun Valley neighborhood just southwest of Downtown Denver. The $45 million facility includes a 400-space parking garage and features a high-quality public plaza space that engages nearby transit and is the face of the new facility. The 2.98-acre transit-oriented development (TOD) site immediately adjacent to the RTD Decatur-Federal station offers direct access to light rail and several major bus lines. The site is also adjacent to the Lakewood Gulch and Platte River recreational trail systems. Provided technical design and construction documentation services in my role as project landscape architect.

Greeley Downtown Streetscape Improvements – Greeley, CO. $2.6 million infrastructure project led by the Greeley Downtown Development Authority to revitalize the downtown commercial district. Funded through a public-private partnership between the city of Greeley and downtown property owners, the project focused on modifying the Eighth and Ninth Street pedestrian plazas to re-open them to one-way traffic and increase visibility and access to the businesses, construction of a walkway across Lincoln Park designed to draw Union Colony Civic Center and Recreation Center patrons to downtown shops and restaurants, new streetscape and lighting improvements along Eighth Avenue, and the creation of 200 additional parking spaces within the downtown commercial district. Provided full landscape architectural services from concept through construction documentation and implementation in my role as project landscape architect.

Buffalo Mountain Ranch – Silverthorne, CO. Proposed upscale, private golf-course community planned for the east side of Highway 9 in Silverthorne on 523 acres extending from the Blue River to the National Forest boundary, featuring more than 350 home sites surrounding an 18-hole golf course. Provided master planning services in my role as project landscape architect.

Brysen Mustain, PG (Vivid Engineering Group)

Geotechnical Engineering

Education
BS, Geology, Adams State College

Years of experience
Total: 17

Registrations/Certifications
Professional Geologist: CO, WY

Location
Colorado Springs, CO

Mr. Mustain has over 17 years of experience with geotechnical, environmental, and geological engineering projects

Professional history

Mr. Mustain experience includes numerous field and subsurface investigations, project engineering, and project management involving geotechnical investigations and geologic hazard evaluations for commercial, industrial, and infrastructure projects. In addition, his experience includes a significant amount of creek channel/drainage improvement related projects for various agencies and municipalities along the Colorado Front Range, including the City of Colorado Springs, Colorado Springs Utilities, El Paso County, and Fountain Creek Watershed. Mr. Mustain has also overseen exploratory drilling services for a variety of investigations and gained considerable experience with a number of drilling techniques, as well as installation of piezometers to monitor groundwater levels and inclinometers to monitor slope movements.

Selected project experience

Cottonwood Creek Slope Stabilization – Colorado Springs, Colorado. Mr. Mustain served as the Engineering Geologist for an extensive geologic/geotechnical investigation of a major urban drainage with numerous unstable soil and rock slopes protecting a major Colorado Springs Utilities' sanitary sewer infrastructure. Project-specific geologic mapping, subsurface drilling services, global slope stability analyses using the program SLOPEW®, and geotechnical recommendations were prepared for design of slope improvements. The design remediation included a permanent rock bolt/soil nail system tied into a temporary micropile system, grouted rip-rap toe protection, and channel re-grading to stabilize an existing slope being undercut by erosive hydraulic forces.

Monument Creek Slope Stability/Bank Erosion Investigation – Monument Creek Drainage Channel located adjacent Goose Gossage Park, Colorado Springs, Colorado. Mr. Mustain served as Project Geologist, providing geotechnical engineering services for one phase of design and construction in a major drainage extending through a major urban and recreation area. The services provided included subsurface drilling, geologic mapping, slope stability analyses, and engineering analysis for the placement, design, and construction of erosion control measures including rip-rap slopes, drop structures, and cut-off walls.

Channel Stabilization Projects – Monument Creek at Woodmen & Commerce, Douglas Creek at Mark Dabling Blvd., Cheyenne Creek at Motor Way, and Monument Branch located west of Voyager Parkway - Colorado Springs, Colorado. Mr. Mustain served as the Engineering Geologist for geotechnical investigations performed to support design and construction of new grade control (drop) structures within portions of the above-mentioned creek channels in Colorado Springs. The services provided included subsurface drilling and engineering analysis for the placement, design, and construction of localized re-grading/filling of the channels, construction of fill slopes, placement of grouted rip-rap, and other improvements to decrease hydraulic velocity and maintain channel integrity.

Camp Creek Channel Stabilization at Garden of the Gods Park – Colorado Springs, Colorado. Mr. Mustain served as the Engineering Geologist/Project Manager for a geotechnical investigation performed to support design and construction of channel stability improvements along Camp Creek in the vicinity of Garden of the Gods Park. Mr. Mustain provided subsurface drilling and information along the channel alignment to support design of localized re-grading/filling of the channel, construction of minor fill slopes, placement of grouted rip-rap, and other improvements to decrease hydraulic velocity and maintain channel integrity.

Craig Parent, PE, SE

Structural Design

Education
BS, Civil Engineering/ Technology,
Metropolitan State University, Denver

Years of experience
Total: 25
With AECOM: 25

Registrations/Certifications
Engineer in Training (EI)

Location
Denver, CO

Mr. Parent is experienced in many facets of bridge and structural engineering including finite element analysis, seismic analysis, reinforced and prestressed concrete, structural steel, complex drainage structures and project management.

Professional history

Mr. Parent is experienced in many facets of bridge and structural engineering including finite element analysis, seismic analysis, reinforced and prestressed concrete, structural steel, complex drainage structures and project management. These interests have been extensively applied in his work with AECOM in bridge design and rehabilitation; design-build and other fast track projects; and earthquake risk analysis.

Selected project experience

CDOT, 2013 Colorado Flood Disaster Repair Project, Colorado. Local Agency representative for Boulder County for damage assessments and repair reimbursement. Boulder County has over 20 sites that were damaged in the federally declared flood disaster that caused an estimated $7000M in damages throughout Colorado. Provided site assessments for an estimated $50M in damages including severe damage to a 10 mile stretch of Lefthand Canyon Drive and two bridge replacements. Assessments included site visits and developing repair scope and cost estimates for FHWA reimbursement. Providing design oversight which includes Lefthand Canyon and the East County Line Road and Sunset Street Bridges over St. Vrain Creek.

Colorado Department of Transportation SH55 over S. Platte River Streambank Stabilization Project. Project Manager for the design of a 745 foot steel sheet pile wall with a timber facing on the south streambank as well as a 258 foot guidebank on the north streambank which includes a steel sheet pile wall. The purpose of the south sheet pile wall is to prevent lateral stream migration and ultimately scour damage to the south abutment of the SH55 Bridge over the S. Platte River. The north guidebank will provide additional protection for the north abutment while funneling the stream under the primary bridge spans. These structures will provide resiliency to future flood events similar to the 2013 and 2015 Colorado floods.

West 11th Street Bridge Replacement, Pueblo, Colorado. Engineer of Record for a 3-span precast prestressed concrete bridge over Wild Horse Creek. Provided an independent design check of the superstructure and foundations which was complicated by an estimated 100-yr. scour depth of over 20 ft. at the abutments. Providing post-design services for this project under construction in 2017. This was a CDOT Region 2 Local Agency Project.

CDOT Region 3, US40 Sage Creek Bridge Replacement, Colorado. Project manager for the replacement of a timber bridge built in 1933 with a 20’ x 10’ reinforced concrete box culvert. The project included approximately 1500’ of roadway reconstruction that corrects existing geometric deficiencies. The project also includes phased construction, hydraulic design; stormwater management plans; project control survey and right-of-way survey. This project is part of a blended team with CDOT who performed geotechnical engineering, utility coordination and environmental services.

Colorado River Water Conservation District, Ritschard Dam Tower Bridge, Kremmling, Colorado. Lead structural engineer for the inspection, structural analysis, and evaluation of the Ritschard Dam Tower Bridge. The tower bridge is an existing steel structure that provides access to the intake tower of Wolford Mountain Reservoir from the crest of Ritschard Dam. The bridge consists of four, simply supported spans with a reinforced concrete deck and reinforced concrete substructures. The evaluation summarized the movement of the bridge and provides recommendations for maintaining stability in the near term as well as potential future rehabilitation measures.

Edward Parks

Public Outreach

Education
MA, Urban & Environmental Planning (Hons), Griffith University, 2010
BA, History, Ohio University, 2004

Years of experience
Total: 13
With AECOM: 3

Location: Denver, CO

Ed is senior planner with 13 years of experience in transportation planning. He has led or played a key role in several large-scale public involvement programs.

Professional history

Ed has 13 years' experience in transportation planning and has played a key role in large scale capital improvement programs and projects. Ed is currently the program manager for the Colorado Department of Transportation Division of Transit and Rail's Senate Bill 267 Transit Program. In this role he is leading the development of a Mobility Hub Handbook, Mobility Hub Area Plans, stakeholder engagement strategies and policy development for the division. Prior to joining AECOM, Ed was stationed within the Illinois Tollway's Planning Department to work on the Tollway's $14B Move Illinois Capital Program.

Selected project experience

Colorado Department of Transportation, Division of Transit and Rail Program Management. Program Manager leading the development of CDOT's Mobility Hub Handbook, sub-sequent Mobility Hub Area Plans and stakeholder development to identify hub locations. In addition to the work on these key deliverables Ed is leading the strategy and development of the Divisions first capital program under Colorado Senate Bill 267 funding. This includes the identification potential transit projects and coordination with key stakeholders around the state of Colorado.

Boulder County, US 287 Bus Rapid Transit Feasibility Study, Boulder, Colorado. Public involvement lead to study the feasibility of implementing Bus Rapid Transit services along the US 287 corridor. Study recommendations will outline transit and multimodal improvements along the corridor. In addition, station improvements will be identified for further evaluation in the next phase of the project.

Colorado Smart Cities Alliance, Mobility Evolution Initiative, Englewood, Colorado. Project Manager leading the study of 7 Regional Transportation District light rail stations along the Southeast corridor to determine the best station to implement smart mobility tools to enable the launch an automated shuttle service. The shuttle service will help alleviate first and last mile issues at the stations and improve transit ridership. A key portion of the study is an examination of first and last mile strategies at each station.

US 34, 35th and 47th Interchange Improvement Project, Colorado Department of Transportation Region 4 and City of Greely. Ed is the Public Involvement Task Lead for the project. This includes the planning and management of open house meetings and communication materials.

Peyton Transportation and Drainage Master Plan, Peyton and El Paso County, Colorado. Ed is the Public Involvement Task Lead for the project. This includes the planning and management of open house meetings and communication materials.

Vine and Lemay BNSF Intersection Improvements, City of Fort Collins. Ed was the Public Involvement Task Lead for the project. This included the planning and management of open house meetings and communication materials.

Statewide Transportation Systems Management and Operations Planning, Colorado Department of Transportation, Denver, Colorado. As Project Manager, Ed led a team in the development of a planning and project prioritization methodology for the CDOT Division of Transportation Systems Management and Operations. The prioritization tool will enable the division to better determine project return on investment and track corridor performance.

Investing 4 the Future Program Management, Wheat Ridge, Colorado. Ed conducted a review of the socioeconomic and the environmental justice sections within the Wadsworth Boulevard Widening Project Environmental Assessment for the City of Wheat Ridge.

Celeste Raine, PE

Civil Design

Education
BS, Construction Engineering,
Iowa State University

Years of experience
Total: 21
With AECOM: 11

Location: Denver, CO

Registrations/Certifications
Professional Engineer, Colorado
Project Manager Certification

Celeste's background in the construction industry has shaped her design that focuses on constructability, cost, and schedule.

Professional history

Celeste performs the duties of a Roadway Team Lead and Transportation Project Manager for the Roadway Group located in Colorado Springs, CO. She has 21 years of experience in civil and construction engineering at various locations in the United States. Her background in the construction industry has shaped her design that focuses on constructability, cost, and schedule. These skills along with her meticulous attention to detail have provided a well-rounded approach to her transportation design.

Selected project experience

City of Colorado Springs, Pikes Peak Avenue Reconstruction, Colorado Springs, Colorado. Project Manager. Celeste led the design for the pavement reconstruction of 1.25 miles of Pikes Peak Avenue from Shooks Run to Printers Parkway. Design will remove and replace deteriorating pavement, curb and gutter, sidewalk, and driveways along the corridor. Design has included practical and cost-effective solutions to improve the driver experience by reducing cross slope, and eliminating jarring grade changes in intersections. Celeste coordinated with project stakholders, (Nor'wood and CSDB), and multiple business and residential owners throughout the corridor.

City of Pueblo, Lime Road Realignment, Pueblo, Colorado. Project Manager. The goal of this project was to realign Lime Road over the BNSF and UP railroad tracks, and improve access to the adjacent businesses. Design included roadway geometry adjustments to improve sight distance and safety for vehicles and trains. The design team adjusted vertical geometry to minimize impact to the landscaping, signage and gates for these adjacent businesses. The design refinements allowed for reduced construction and easement costs. Celeste accelerated the schedule to accommodate railroad construction and meet the client's construction timeframe.

City of Pueblo, Union Avenue Bridge Pre-Scoping Report, Pueblo, Colorado. Project Manager. Celeste served as the Project Manager for a prescoping report of the Union Avenue Bridge. The bridge was built in 1925 and is a 568' long, 3-span structure that spans the Arkansas River and Pueblo Railyard. This bridge serves as an important link between South Pueblo and Downtown. The City has determined that rehabilitation measures will no longer provide significant long term benefits and replacement is required. The report serves as a roadmap to the City for a funding strategy, which documents design constraints and construction implementation plan.

CDOT Region 4, SH 144 Realignment, Fort Morgan, Colorado. Project Manager. A portion of the highway was completely destroyed during the September 2013 Flood event in Colorado. This project realignes nearly 2 miles of SH 144 away from the 100-year floodplain of the South Platte River. Celeste led the project team and coordinted directly with FHWA, CDOT, and a subconsultant team.

City of Pueblo, W 11th Street Bridge, Pueblo, Colorado. Project Manager. 11th Street Bridge is currently under construction and expected to be complete by late summer of 2017. Celeste Raine served as the Project Manager starting in February of 2012. Over the course of this multi-year project she led the team, adjusting to changing expectations with a positive outlook. She coordinated with stakeholders and agencies including: Pueblo Conservancy District, U.S. Army Corps of Engineers (USACE), City of Pueblo Wastewater Department, Private Utility Companies, adjacent property owners, and CDOT. On many occasions stakeholder interests misaligned with project goals causing conflict and distrust. Celeste

led the project team through these challenges by listening to concerns, offering solutions, and never giving up hope for a resolution.

City of Colorado Springs, Fillmore Street, Colorado Springs, Colorado. Assistant Project Manager. Celeste is completing design and plans for improvements to Fillmore and Chestnut Street in Colorado Springs. The design changes a once very confusing 6-point intersection to two typical 4-point intersection. Chestnut Street will be relocated to the west to form a new signalized intersection and create separation from the nearby I-25 on/off ramps. The steep topography along the existing Fillmore Street created a challenge for the project. The design had to balance the existing commercial and residential driveways, while improving the safety of the existing site grades. During Construction, she managed RFI's and Notice of Design Change Documents. One significant change included the adjustment of design elements to match an adjacent CDOT project.

El Paso County, Meridian Road, El Paso County, Colorado. Deputy Project Manager. Worked on the final design plans for over a mile of overlay and replacement of Meridian Road in El Paso County. Working with the County goals, alternatives were developed and construction estimates provided. The final design included a structural overlay of a portion of the roadway which was found to meet geometric design standards, saving the client over a million dollars. A complete removal and replacement of a portion of the road was needed meet vertical sufficiency for a design of 65 mph

CDOT R2, Powers Boulevard Widening at Airport/Stewart, Colorado Springs, Colorado. Deputy Project Manager for design of CDOT R2 project involving widening of Powers Boulevard (SH 21) to six lanes from Fountain Blvd to Platte Ave. The design included reconfiguration of Airport Rd and Stewart Ave to remove a traffic signal, simplify an intersection, and improve traffic flow into and out of Peterson Air Force Base. Utility coordination and relocation planning with existing and future utilities within the corridor. Working with CDOT to develop utility agreements with impacted utilities

City of Woodland Park, On-Call Contract, Woodland Park, Colorado. Project Manager for On-Call Engineering and GIS Services contract. Worked directly with City staff to develop and manage a wide range of tasks. Tasks include GIS support and development, floodplain analysis, development review, seismic evaluations, roadway rehabilitation, ROW plat review, storm sewer design, traffic analysis, and traffic study.

CDOT R3, Grand Lake Pre-Scoping Report, Colorado. Project Manager. Developed a pre-scoping report for bridge structure D-13-A, which lies on US 34 over the North Fork of the Colorado River in Grand Lake. The bridge recently received a structurally deficient rating of 42.8, and is eligible for Bridge Enterprise Funds. The pre-scoping report provided a concept level analysis of the structure to assist in securing funding. Celeste coordinated the efforts of the structural, roadway, traffic and phasing, hydraulic, utility, ROW and environmental disciplines for report. The pre-scoping report included: 1) evaluation of whether the structure should be rehabilitated or reconstructed, 2) provided a technical summary of the unique critical issues for design and construction and 3) provided a schedule, estimate, and project delivery recommendation for the structure.

CDOT R2, Lamar Reliever Route, Lamar, Colorado. Deputy Project Manager. Coordinator for design of nearly 10 miles of new CDOT R2 highway for this Ports-to-Plains corridor around the City of Lamar. The new route replaces the existing US 287 and US 50 highways that pass through the City, ultimately with a 4-lane free-flow high-speed reliever route for truck traffic continuing past Lamar. The project includes three ultimate interchange locations. Working with CDOT R2 to evaluate cost-effective interim solutions, for a phased implementation approach to the project. Celeste is coordinating with the City of Lamar, Prowers County, BNSF, Public Utility Commission, several local economic development councils, Colorado State Patrol (Port of Entry), and local business owners to develop interchange solutions that uphold their economic success and promote a prosperous downtown.

City of Colorado Springs, Vermijo and Sierra Madre Streetscape, Colorado Springs, CO. Project Manager. This project has redeveloped a once-blighted City core to an enhanced streetscape which will position the area as a public space for celebrations, festivals, and year-round activities. "Smart" strategies were implemented in the project's parking, wayfinding, security, sustainability, lighting and acoustic features. Developed several design charrettes to determine guiding principles for the project.

KC Robinson, PE

Hydrology & Hydraulic Modeling

Education
BS, Civil & Environmental Engineering, Brigham Young University

Years of experience
Total: 16
With AECOM: 1

Location
Denver, CO

Registrations/Certifications
Professional Engineer: CO, MD, ND

Mr. Robinson has provided hydrology and hydraulic analysis, riverine modeling in support of stream restoration, stormwater facility design, and floodplain management services

Professional history

Mr. Robinson has 16 years of experience in water resources engineering and project management. He has provided hydrology and hydraulic analysis, riverine modeling in support of stream restoration, stormwater facility design, and floodplain management services. His modeling and software experience includes the use of 1D and 2D HEC-RAS, HEC-HMS, HEC-1, HEC-2, HEC-SSP, HEC-DSS, EPA SWMM, XPSWMM, and SRH-2D. He is proficient in using GIS software for data processing and automated floodplain analysis and mapping.

Selected project experience

Project Manager and Lead Technical Engineer for Multiple Projects in North Dakota. Mr. Robinson served as project manager, engineer and team lead for multiple floodplain studies as part of FEMA's Map Modernization and Risk MAP efforts for the ND State Water Commission in Williams, Emmons, Morton, Pembina, and Traill Counties. Mr. Robinson modeled complex hydrologic and hydraulic scenarios such as the confluence of the Yellowstone and Missouri Rivers, multiple river reaches with levees, and climate-informed flood frequency gage analysis.

Clarkson Outfall Channel, Greeley, Colorado. The City of Greeley solicited a flood protection project to reconstruct 0.5 mile of the Clarkson Drainageway from the Greeley No. 3 ditch and replace two existing box culverts. Mr. Robinson performed multiple 1D steady, 1D unsteady, and 2D unsteady hydraulic analyses to accurately capture the complex flooding that occurs in this relatively flat area. The proposed design for just the channel portion was very constrained and required multiple modeled scenarios.

Kee Branch Tributary 1 Stream Stabilization, Arlington, Texas. Channel incision has resulted in failing banks and degradation in the creek bed. As part of the stabilization design efforts, Mr. Robinson performed multiple 1D steady and unsteady HEC-RAS modeling to compare various design aspects and incorporate multiple criteria.

Williamson Creek Tributary 2 Rehabilitation Project, Austin, Texas. Preliminary design and final construction plans were completed in order to rehabilitate approximately 3,000 feet of channel using the stable equilibrium slope concept. Mr. Robinson helped incorporate final as-built data into a 1D HEC-RAS model and prepare the final LOMR for approval from FEMA.

Sellars Gulch No-Rise, City of Castle Rock, Colorado. Provided hydraulic modeling expertise to incorporate site design developments into the regulatory floodplain HEC-RAS model and successfully showed all impacts resulted in no rise to the existing water surface elevation. Mr. Robinson worked with the floodplain administrator to ensure all aspects for the floodplain development permit were completed.

Northeast Canon Detention Basin Analysis and Design Services, City of Canon City, CO. This project involved hydrologic/hydraulic analysis, FEMA floodplain analysis/mapping, and detention basin design for two new detention basins to alleviate flooding and to remove floodplain areas within the city boundaries. The project involved reviewing existing studies that have already been done, performing alternative analysis, developing the detailed detention basin design, geotechnical work, permitting, breach analysis, and other related work. Mr. Robinson provided the 1D hydraulic modeling of multiple scenarios to compare the proposed improvements to the existing flood hazard.

Risk MAP Production and Technical Services Contract (PTS) FEMA, Regions II, V, VII, IX, and X. Responsibilities include providing a whole range of technical hydraulic and hydrologic solutions of riverine, coastal, and lacustrine flood hazards. Mr.

Robinson has also provided Quality Assurance and Quality Control reviews for both work done internally by peers and other contractors working on behalf of FEMA. Mr. Robinson also served as a Subject Matter Expert (SME) for various FEMA Regions regarding any technical questions for the HEC-RAS and cHECk-RAS software packages.

Eastman Park Hydraulic Support, City of Windsor, Colorado. Mr. Robinson was the primary engineer responsible for constructing and analyzing multiple hydraulic HEC-RAS models for possible proposed park improvements near the Cache la Poudre River. The modeling included various site grading options, channel bank armoring, split flow modeling, and floodway encroachment analysis.

Main Street and South Pratt Parkway Bridges, City of Longmont, Colorado. Mr. Robinson provided multiple HEC-RAS hydraulic analyses for both bridge reconstruction projects. The modeling included various hydrologic scenarios, coordinating with multiple firms to incorporate multiple intermediate and ultimate design scenarios, scour analysis, freeboard analysis, and split flow analysis for the St. Vrain River.

Mapunapuna Industrial Subdivision Litigation Flooding Analysis, Honolulu, HI; REIT Management and Research, LLC. This project involves a detailed analysis of a multi-faceted flooding concern in Honolulu, Hawaii. The site is impacted by tidal flooding nearly 100 times per year, and is also at risk of riverine and tsunami flooding. Tasks completed to date include: review of thousands of pages of historical documents, field reconnaissance, development and implementation of a “plug test” to isolate flooding sources, development of conceptual designs for a stormwater pump station, duckbill tidal gate system, and riverine improvements program. Mr. Robinson, in support of this project, modeled the Moanalua Stream using HEC-2 and HEC-RAS in Honolulu, Hawaii. The modeling included the incorporation of multiple channel improvement options for the existing stream. He also modeled various complex scenarios of the current and proposed storm drainage system using XP-SWMM. He also prepared multiple maps for various permit applications (USACE 404, NPDES, etc.) for this project. The site posed several challenges due to its tidal nature and differential subsidence throughout the site. The goals of the study were to evaluate previous proposals to alleviate flooding in the area and to propose new recommendations to fully mitigate the flooding observed during all tidal stages.

Ralph Price Reservoir Emergency Spillway Bridge, City of Longmont, Colorado. Mr. Robinson provided flood hazard and hydrologic/hydraulic modeling for a construction of an access road bridge as part of the post-2013 floods, which had completely wiped out the previous road crossing. This new bridge was constructed to pass the “75%-PMP” flood, which would be much more severe than the typically modeled “100-year” storm event.

Hydrologic Investigation of the Arkansas River, Fremont County Economic Development Corporation, Cañon City, Colorado. Mr. Robinson conducted a thorough review of past and present hydrologic studies for the Arkansas River through portions of Fremont County, including Cañon City. As part of a grant to help the economic development group, he identified deficiencies and outdated methodologies in the effective hydrologic study for the Arkansas River which, if revised, could have a beneficial economic impact on businesses on or near the river. He also ran preliminary HEC-RAS hydraulic models to quantify the positive effects due to reduction in flooding extents.

Colorado Post Flood Automated Floodplain Mapping, Colorado Water Conservation Board. This project identified revised flood risks following the historic 2013 flooding in northern Colorado for local floodplain management using rapid, automated hydrologic and hydraulic (H&H) analysis in an accurate and cost-efficient manner. Mr. Robinson helped identify affected streams and damaged structures to incorporate into the automated H&H proprietary program.

Weld County Road 49 Letters of Map Revision (LOMR), Weld County, Colorado. Mr. Robinson was responsible for performing revised hydraulic and floodway analyses for new bridges on the Cache La Poudre and South Platte rivers in Weld County. The work involved preparation of two separate CLOMRs and the following LOMR applications to the Federal Emergency Management Agency (FEMA) and addressing all concerns in the approval process.

Joe Roerkohl, PE, CFM

Erosion Control, BMPs, & Low Impact Development

Education
BS, Civil Engineering, University of Wisconsin-Milwaukee

Years of experience
Total: 14
With AECOM: 13

Registrations/Certifications
Professional Engineer: CO, NM;
Certified Floodplain Manager

Location
Denver, CO

Joe has experience in hydrologic, hydraulic, floodplain, and scour analyses, as well as revetment design and post-fire mitigation.

Professional history

Joe has 14 years of experience in water resources analysis and design. He has worked on a variety of flood hazard, transportation, bridge and scour, facilities, and municipal projects. He is experienced in hydrologic, hydraulic, floodplain, and scour analyses, as well as revetment design and post-fire mitigation. He also has previous experience within the survey field and as a construction inspector.

Selected project experience

CDOT R4, State Highway 72 Permanent Repairs, Jefferson County, CO. Design Engineer responsible for hydrologic and hydraulic analysis along a 12.5 mile section of the SH72 corridor. The 2013 September floods resulted in disastrous flooding along Coal Creek, which runs parallel to SH72. Sections of roadway and embankment were washed away and numerous infrastructures were severely damaged.

CCD, Upper Sanderson Gulch, Denver, CO. Drainage Lead for the design of storm sewer systems to alleviate flooding along residential neighborhood streets. Project consists of hydrology, hydraulics, and 2D flow analysis.

CDOT, SH119 Park and Ride, Firestone, CO. Drainage Design Lead responsible for the design of transportation drainage components for the expansion of the Regional Transportation District's Park-an Ride parking lot and additional of bus station pullouts. The project consists of closed storm drain systems, culverts and open roadside channels.

CDOT, I-25 Rehab. Stormwater Design Engineer responsible for the design of cross culverts and roadside ditches for the widening of I-25 along 5 miles of highway. The project consists of closed storm drain systems, open roadside channels, and water quality.

CCD, Tennessee & Oneida Storm Sewer Improvements, Denver, CO. Assistant Project Manager and Drainage Lead for the design of storm sewer systems to alleviate flooding along Oneida Street. Project consists of hydrology, hydraulics, pond analysis and crossing of a 72" waterline with a large storm sewer system.

CDOT, C-470 Tolled Express Lanes Segment 1 D/B, Douglas County, CO. Stormwater Design Engineer responsible for the design of transportation drainage components for the widening and addition of tolled express lanes along 13 miles of highway. The project consists of closed storm drain systems, open roadside channels, bridge replacements and water quality.

El Paso County, Post–Fire Mitigation for Waldo Canyon, El Paso County, CO. Design Engineer responsible for the analysis and design of post-fire mitigation improvements. This project consisted of mitigating the impacts from the June 2012 Waldo Canyon Wildfire, which burned approximately 18,000 acres and altered the hydrologic and hydraulic characteristics of the burn area. Improvements included 2,500 feet of channel restoration, drop structures, bendway wiers and, low water crossing.

CDOT, 11th Street Bridge Replacement, City of Pueblo, CO. Design Engineer responsible for designing transportation drainage components for roadway realignment and bridge replacement and extended detention basin for water quality purposes. Prepared drainage plan set, project cost estimate, and drainage report.

Pikes Peak Rural Transportation Authority, Austin Bluffs Parkway Bridge and Roadway Improvements, Colorado Springs, CO. Design Engineer responsible for performing hydrologic analysis and quality control detail checks on drainage facility hydraulics and design.

Rigel Rucker, PE, CFM

Levee Certification

Education
BS, Civil Engineering, New Mexico State University

Years of experience
Total: 19
With AECOM:14

Registrations/Certifications
Professional Engineer: CO, NM, TX
Certified Floodplain Manager

Location
Denver, CO

Rigel has effectively managed projects of varying complexity with values of several thousand to multi-million dollars. He understands the importance of providing quality service and products to meet expectations while seeking innovation to drive down cost.

Professional history

Rigel specializes in program/project management, and technical approach for flood risk studies. He has experience as program manager for CTP and FEMA programs, RSC lead for FEMA Region VI, and technical lead who has worked on every phase of flood risk studies from Discovery to Effective FIRM release for 19 years. Through this time, he has supported FEMA Headquarters, Regions, and CTPs to write guidance and standards, apply knowledge as a subject matter expert for levees, and provide outreach and trainings for CTPs and communities. He is also well versed in drainage design and has supported H&H projects across the country.

Selected project experience

City of Boulder Engineering On-Call: WWTF Levee Certification, Energy Futures Site Levee Expansion & Access Road Flood Mitigation Assessment. Worked with City of Boulder and AECOM team to produce levee certification for Boulder WWTF to meet 44 CFR 65.10, which was obtained from FEMA. Also worked with City to determine permitting requirements for a potential power substation next to WWTF levee.

Colorado Water Conservation Board (CWCB) Projects, Various, CO. Assisted the Colorado Water Conservation Board Program Manager in scoping and obtaining work under expert task order contract. Also led technical work, conducted technical reviews, and coordinated subcontracts, external quality reviews, and stakeholder coordination. Specific projects included:

- **Colorado Hazard Mapping Program –** Managed team to complete over 700 miles of stream study in multiple counties. Tasks included survey, topographic data development, hydrology, hydraulics, and floodplain mapping. Coordinated with over 30 communities and counties, state, and federal stakeholders, local consultants, and client to discuss methodologies and results. Worked with outreach team to lead stakeholder update meetings, newsletters, and website development.
- **Big Thompson Discovery –** Coordinated with project team, client, partners, and communities to conduct a discovery project.
- **Animas River Discovery –** Coordinated with both Colorado and New Mexico clients to conduct a joint discovery project that spanned FEMA regions and states. Worked with team to produce subsequent flood studies.
- **El Paso County Post Prelim –** Worked with project team to support meetings, an open house, and resolution to comments from community. Also helped review FIRM submittal after transition from another consultant.
- **Cache la Poudre Revision –** Led a team to update an analysis of the Cache la Poudre River from Ft. Collins to Greeley based on community comments.

Estes Valley Watershed Coalition, Upper Big Thompson Master Plan for Resilience. Led a team to identify a plan to restore the Big Thompson through and above Estes Park and select tributaries. Worked with stream restoration specialists and ecologists to develop a plan that would restore the river with natural solutions. Coordinated with Watershed Coalition to complete plan and coordinate with public stakeholders in the area.

FEMA, Natural Valley Levee Analysis for Rio Grande Levees in the El Paso-Las Cruces and Rio Grande-Fort Quitman Watersheds, Doña Ana County, NM and El Paso County, TX. Project included heavy communication with multiple federal, state, and local stakeholders. Communication was

needed to determine appropriate path for 44 CFR 65.10 certification based on work that had been conducted by USIBWC. Meetings were held with all stakeholders to work toward a solution. Concurrently, levees were analyzed using 2D modeling to determine the absolute limits of flooding that could occur if levees were not providing protection. Most support on this project was related to outreach and communication of results.

RAMPP Regional Support Center (RSC) Coordinator for FEMA Region 6. Led a multidisciplinary team of professionals from two Joint Venture Partners in the Risk Assessment, Mapping, and Planning Partners (RAMPP) for local client support. Interacted with Risk Analysis and other branch chiefs, leads, engineers, and specialists on a daily basis. Specific duties included: Assisted Cooperating Technical Partners (CTPs) with training and project needs; Coordinated responses to various congressional, FEMA Map Information eXchange (FMIX), and regional requests; Coordinated critical information for high profile activities to multiple stakeholders. Coordinated collection of information for disaster “Rapid Responses” with an average of four hour deadlines which included collection of levee, FIRM status, hazard mitigation plan status, active CTPs, and other information for the disaster impacted area. Coordinated teams responsible for levee review and tracking, post preliminary tracking, congressional responses, GIS coordination, and engineering technical responses for FEMA Region 6. Developed national and regional guidance and processes that could be used by FEMA, CTPs, RAMPP, and other mapping partners. Utilized messaging to promote client’s goals which included mitigation action, community collaboration, and data integrity.

Michael Scurlock, PE

Stream Restoration

Education
PhD. Colorado State University (2014). Civil and Environmental Engineering

Years of experience
Total: 14
With AECOM: 2

Location
Glenwood Springs, CO

Registrations/Certifications
PE Colorado #517359; Texas #136923; PE Wyoming #15648; PE New Mexico #26121

Michael has 14 years of experience in research, analysis, and applied engineering design of river systems and instream structures.

Professional history

Michael specializes in fluvial geomorphology, river dynamics, sediment transport, bank stability, scour dynamics, and infrastructure hydraulics. He has 14 years of experience in research, analysis, and applied engineering design of river systems and instream structures. He has co-authored federal guidelines for bank and vertical channel stabilization and has published tools for rapid engineering assessments of channel stability structural solutions tailored to site specific constraints. Michael uses state-of-art hydraulic and geomorphic analysis tools, including CFD, to comprehensively assess eco-hydraulic stream impacts and optimize stream restoration projects for site-specific constraints. His experience allows for the assessment and evaluation of system-scale alternatives for stream stability, floodplain activation, and riparian habitat improvements.

Selected project experience

Santa Fe River Greenway Improvements. The ephemeral Santa Fe River in Santa Fe, NM has been targeted for restoration and recreational enhancement for the benefit of the local community. Michael is leading the technical team from in-river survey through construction implementation for the in-river portion of a restoration and riparian corridor activation project. The project has a significant fluvial geomorphology component, balancing resilient stream restoration design within a system with significant flood damage potential. Floodplain activation with native vegetation recruitment and interaction with the local trails and public is a key project objective.

Brazos Riverbank Stabilization. The Brazos River at the SH-99 Bridge in Sugarland, TX has been the site of aggressive and damaging bank erosion on a large scale which has compromised bridge integrity and affected local flood levees. Dr. Scurlock is leading the design of bank stabilization structures specifically targeted to the fluvial geomorphic instabilities associated with the channel. The project has received a large FEMA grant for implementation.

Instream Flow Assessment of Fish Habitat. The wild and scenic Rio Grande River at the northern extent of New Mexico provides habitat for species such as rainbow and brown trout and the Rio Grande Chub. Working with the Bureau of Land Management, Dr. Scurlock has led the hydrographic survey efforts of a remote river reach to develop a calibrated two-dimensional numerical model for the full in-channel hydrograph, couple model output with habitat suitability criteria, and develop methodologies for the prediction of habitat uplift as a function of flow augmentation using Instream Flow Incremental Methods.

Gila River Instream Diversion Designs. The Fort West Diversion in the Cliff-Gila Valley is a historic acequia with active agricultural water use. Working for The Nature Conservancy, Dr. Scurlock led the evaluation of the existing river system and developed a proposed design for this geomorphologically and ecologically sensitive river. The design functions to deliver irrigation water, reduce annual maintenance, and maintain fish and riparian connectivity and is primarily composed of endemic large boulder materials and soft-engineering approaches. Comprehensive geomorphological and sedimentation analyses were performed using hydraulic modeling to forecast short- and long-term structural function. Floodplain activation, avulsion potential, and impacts to overbank vegetation and habitat were analyzed of a key component of alternative analysis.

Monument Creek Flushing Flow Modeling and Monitoring. As part of the environmental analysis of a proposed high-elevation reservoir expansion project on the western slope of Colorado, Dr. Scurlock led the river survey and base model development of Monument Creek for evaluation of impacts to sediment transport, fluvial

geomorphology, and riparian habitat health. Specifically, the frequency and duration of flushing flows to maintain spawning gravel beds was of critical importance.

Continental-Hoosier Expansion Fluvial Geomorphic Evaluation. Dr. Scurlock has led the fluvial geomorphic evaluation of the Blue River and South Platte River as a function of proposed reservoir enlargements along the Continental Divide at Hoosier Pass, CO. Seasonal alterations to flow diversions have potential alterations to quantity and duration with implications for sediment transport, geomorphic response, and habitat quality. 1D and 2D hydraulic and sediment transport modeling capture in-river effects and long-term geomorphic trends.

Grand River Restoration Environmental Impact Statement Analysis. The Grand River at Grand Rapids, MI has been the focus of a long-standing project to revitalize the rapids in the downtown urban corridor of the City. Working with the original design firm and now AECOM, Michael has performed a wide range of sediment transport analyses, recreational design, fish passage and fish barrier design and analyses, and aquatic habitat assessments. Long-term sediment deposition, transport, and mitigation for aquatic species and the fluvial geomorphology of the Grand River was performed using HEC-RAS and SRH-2D. 3D CFD modeling was used to determine recreational and fish barrier function.

Ohio River – USCG Station Owensboro Debris and Sediment Evaluations. Evaluation of the USCG boat station in Owensboro, KY was conducted using a developed HEC-RAS sediment transport model to establish baseline loading and proposed conditions impacts. One-dimensional conditions were used as boundary conditions for a three-dimensional CFD model to optimize debris deflector designs for the station.

Helper City River Revitalization. The Price River in the urbanized corridor of Helper, UT is a channelized and denuded system. Working with the municipality, environmental agency stakeholders, and the local community, Michael designed and constructed the removal and rehabilitation of four decommissioned diversion structures which impeded both fish passage and river use. The Price River at the project site is debris flow affected, which was considered during the design of grade-control structures for recreational and fish-passage improvements.

Design and CFD modeling of the Bend Whitewater Park Surf Wave. Dr. Scurlock performed renovative design for whitewater recreational features at the Bend Whitewater Park in Bend, OR using computation fluid dynamics modeling to improve upon poorly performing recreational features. Results of the design refinement included the creation of the “Green Wave” feature in the park, which is widely regarded as one of the premier river surf waves worldwide and draws recreational users year-round.

CFD modeling and analysis of Pitkin County Whitewater Park. Recreational features were installed in the Roaring Fork River near Basalt, CO as part of a Recreational Instream Channel Diversion water rights procurement. After community disappointment with the original recreational experience and widespread public safety concerns, Dr. Scurlock performed design refinement and optimization of the structures using CFD modeling to predict flow distributions, fish passage, and enhance recreational potential. He led the efforts for fish passage evaluations of the original structures and developed tools to optimize the structural refinements. Taken through construction in 2020, the newly designed features function at a higher level than the original installment and are now widely used by river kayakers, stand-up-paddle boards, and other recreational watercraft.

Design and CFD modeling of Ogden Utah Whitewater Park. As part of a holistic urban corridor enhancement project, Dr. Scurlock aided in CFD modeling and design efforts for a whitewater recreational amenity in the Weber River at Ogden, UT. Proposed features considered play kayaking, river surfing, fish passage, safe boat passage, and public engagement. Performed CFD modeling directly aided in the realization of hydraulics in the channels and optimized design.

Kallin Snow, PhD

Environmental/Ecological

Education
PhD, Ecology and Evolutionary Biology, University of Colorado
BSc, Biological Sciences, Stanford University

Years of experience
Total: 16
With AECOM: 6

Location
Fort Collins, CO

Kallin has experience managing complex environmental permitting projects requiring coordination with multiple resource agencies. She has managed projects requiring permits from and in coordination with the US Fish and Wildlife Service, US Army Corps of Engineers, US Environmental Protection Agency, State Parks, and local regulatory agencies.

Professional history

Dr. Snow is a project manager and senior environmental scientist with more than 16 years of experience. She specializes in managing complex environmental permitting projects requiring coordination with multiple resource agencies in the transportation and water industry in support of NEPA. She has served as the environmental lead on many projects in Colorado including local City and County agencies. Kallin has experience preparing and reviewing technical documents including Biological Resources Reports, Wetland Findings Reports, Biological Assessments, and NEPA permitting documents.

Selected project experience

Doherty Channel Restoration, City of Colorado Springs, El Paso County, CO. Environmental Lead for the reconstruction Doherty Channel in the City of Colorado Springs. Performed environmental assessment for Threatened and Endangered Species, Cultural Resources, and Hazardous Materials. Coordinated with the City of Colorado Springs and the design team to prepare environmental permits pertaining to the USACE Section 404 of the CWA.

America the Beautiful Park Pond Retrofit, City of Colorado Springs, El Paso County, CO. Environmental Lead for the retrofit of the pond in the America the Beautiful Park in the City of Colorado Springs. Performed environmental assessment for Wetlands and Waters of the U.S. Coordinated with the City of Colorado Springs and the design team to prepare environmental permits pertaining to the USACE Section 404 of the CWA.

Northern Integrated Supply Project, Larimer County, CO. Environmental lead for a water supply project for Northern Colorado Water Conservancy District. Performed special status species surveys for project sites that are potential mitigation sites for Preble's Meadow Jumping Mouse and wetlands. Special status plant species included focused surveys for the Ute's ladies-tresses orchid and the Colorado butterfly plant.

State Highway 72 Permanent Repair Project, CDOT Region 1, Boulder and Jefferson Counties, CO. Environmental Lead for approximately 10 miles of roadway repair work. Responsible for coordinating with CDOT, subcontractors, and the engineering design team to facilitate attainment of environmental permits and clearances associated with NEPA.

C-470 Tolled Express Lanes Design-Build, Jefferson, CDOT Region 1, Douglas and Arapahoe Counties, CO. Environmental Design Lead and Senior Biologist for the construction of 13 miles of tolled express lanes design-build project along C-470. Performed biological survey for prairie dogs and prepared the Prairie Dog Management Plan. Led the implementation of passive relocation of more than 10 prairie dog colonies. Prepared applications to obtain nationwide permits from the USACE.

State Highway 14 Permanent Repair Project, CDOT Region 4, Larimer County, CO. Environmental Lead for approximately 35 miles of roadway and culvert repair work. Coordinated with CDOT, subcontractors, and the engineering design team to facilitate the timely attainment of necessary environmental permits and clearances associated with NEPA. This project involved USACE Section 404 permitting and the preparation of a joint BA/BE for the USFS to consult with the USFWS for likely effects to the federally protected Preble's Meadow jumping mouse.

Andy Steininger, PE

Stream Restoration

Education
BS, Physics, Fort Lewis College, 2005
MS Civil and Environmental Engineering, Colorado State University, 2014

Years of experience
Total: 6
With AECOM: 1

Location
Glenwood Springs, CO

Registrations/Certifications
PE, Colorado
CESCL Certified Erosion and Sediment Control Lead

Andy has experience in design, management and construction of stream, river and wetland projects

Professional history

Andy has experience in design, management and construction of stream, river and wetland projects. His primary focus has been the design and construction of river restoration and recreation projects involving channel and bank stabilization, floodplain reconnection, habitat improvement, diversion improvement, flood conveyance, riparian corridor enhancement, recreation access and whitewater features.

Selected project experience

Fishers Bend Side Channel Reconnection Project, Clackamas River, Damascus, OR. Designer and construction manager of a side channel reconnection project on the Clackamas River resulting in over 1000 feet of off channel habitat and improved flood conveyance. Many historic side channels on the Clackamas River have been disconnected due to modified flow regime and main channel downcutting. Andy completed design grading, flow monitoring, construction plans drafting, permitting and construction management to bring the project to completion.

Clackamas Confluence Habitat Restoration Project, UT. Construction manager for project implementation. The Clackamas Confluence Habitat Restoration Project established a lowered and accessible floodplain and Large Wood habitat structures to increase habitat areas in the reach. Andy managed construction and all client correspondence to complete the project.

SW Boones Ferry Bridge and Restoration Project, OR. Designer for stream restoration efforts. The culvert conveying Tryon Creek under SW Boones Ferry road was undersized resulting in impounded water during heavy rain events. Also, the outlet of the culvert was perched above the creek bed creating a barrier to fish passage. The bridge and restoration project involves removal of the culvert and road fill and installation of a channel spanning bridge. In addition to the bridge installation rock weirs were designed to stabilize the channel grade under the bridge. Bank stabilization measures and vegetation establishment were also designed to stabilize the disturbed corridor. Andy designed rock weirs and bank revetment through the reach, created drawings and initiated permitting efforts.

Big Bend Habitat Restoration Project, West Jordan, UT. Design engineer of several phases of a multi-phase pond and river enhancement project. Andy was involved in the design of the bank stabilization, split channel and pond. He performed hydrographic survey, design grading, one dimensional hydraulic modeling, construction plans drafting, specification development, and permitting.

Crystal River Restoration and Weaver Ditch Enhancement Project, CO. Lead designer and surveyor for diversion improvement and riparian corridor enhancement project. Andy performed site survey, design grading, two-dimensional hydraulic modeling, cost estimation and plans development.

Helper City River Improvements Phases 4 - 6, UT. Surveyor, designer and construction oversight lead. Design constraints included maintaining water surface elevations at an existing diversion headgate. Andy performed hydrographic survey of 3 reaches of the river, designed and graded boulder ramp drop structures and bank stabilization structures, performed two-dimensional hydraulic modeling, performed construction oversight, and created construction drawings cost opinions and specifications.

Stanley Vermilyea, PLS

Survey/Right-of-Way

Education
1976-1978/Mathematics & Industrial Arts Major/University of Northern Colorado

Years of experience
Total: 42
With AECOM: 22

Location
Denver, CO

Registrations/Certifications
Professional Land Surveyor/(2003) SD #7939/(2003) OK #1569/ (2002) UT #5242629/(1988) CO #25381
1987/Certified Surveyor-In-Training/CO/#577

Mr. Vermilyea's thorough understanding of the R/W process from initial project scoping to final monumentation gives him the unique ability to analyze specific situations and develop an alternative analysis.

Professional history

Mr. Vermilyea has 42 years of experience working within the Uniform Acquisition and Relocation acts. He has been actively involved with all phases of Transportation Project Development, including project scoping, preliminary surveys, public hearings/meetings, design reviews, Right-of-Way plans development, appraisal showings, value findings, and the acquisition of parcels and easements.

Selected project experience

CCD, Denver Department of Public Works, Upper Sanderson Gulch, Denver, Colorado. Survey Manager for Survey Control, Topographic and Planimetric mapping, Right of Way research and location survey. This project consisted of establishing Project Control tied to the Denver Low Distortion Projection (LDP) for horizontal datum, and NAVD 88 benchmarks for vertical datum. Survey terrain and improvements, underground utilities affecting the project corridor, as well as measuring inverts for sanitary and storm sewer lines. Research the county record for subdivision and survey plats affecting properties within the project corridor. Survey the position of aliquot corners, range points, and property boundary monuments controlling the position of property boundaries and ROW within the project corridor. Analyze record information and reconcile it with the found boundary evidence. Create 2D drawing of the ROW and property boundaries, and 3D drawings of the topographic features and improvement in the project corridor.

City of Colorado Springs, Doherty Channel, Colorado Springs, Colorado. Survey Project Manager for a project to complete a topographic survey of the existing channel. This project consisted of establishing Project Control tied to the CSU FIMS control, Colorado HARN and NAVD 88 benchmarks. Locate and survey underground utilities affecting the project corridor, as well as measuring inverts for sanitary and storm sewer lines. Research the county record for subdivision and survey plats affecting properties within the project corridor.

City of Colorado Springs, Vermijo and Sierra Madre Streetscape, Colorado Springs, Colorado. Survey Project Manager for a project to complete topographic survey and right of way delineation of a portion W. Vermijo Ave and Sierra Madre St., This project consisted establishing Project Control using the NGVD29 datum. Surveyed existing improvements and condition, obtained underground utility locates and surveyed manholes and inlets to determine pipe size/type and direction. Created a boundary model of the right of way using found land survey monuments in the area. Created legal descriptions and exhibits for temporary easements needed for construction of the improvements.

CCD, Denver Department of Public Works, Valverde Stormwater Improvements, Denver, Colorado. Survey Manager for Potholing, and Right of Way research and location survey. The survey was completed using horizontal and vertical control established by CCD. AutoCAD drawings were created showing the planimetric mapping and a spreadsheet detailing the size, type, material, and location of the potholed utilities. Research the county record for subdivision and survey plats affecting properties within the project corridor. Survey the position of aliquot corners, range points, and property boundary monuments controlling the position of property boundaries and ROW within the project corridor. Analyze record information and reconcile it with the found boundary evidence. Create an electronic model of the ROW limits within the project corridor.

Project Timeline:

It is assumed the design for 29th Avenue described in this scope will be developed and completed in six months from the date of NTP.

Table 1. Anticipated Timeline

Task (Duration)	July	August	September	October	November	December
NTP						
Task 1: Project Management (6 Months)	■	■	■	■	■	■
Task 2:	■	■				
Task 3:	■	■	■			
Task 6:				■	■	■

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END SCOPE OF WORK

Submitted By:

AECOM Technical Services, Inc.

Ryan Weaver, PE
Vice President

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 8, 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 APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 22-PUB-01 FOR FUNDS IN THE AMOUNT OF $18,412 FOR BOTH THE RUNWAY 8R-26L REHABILITATION DESIGN AND THE SNOW REMOVAL EQUIPMENT ACQUISITION PROJECTS, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $7,725 TO PROJECT NO. AP2205 – REHAB RUNWAY 8R-26L DESIGN & CONSTRUCTION, AND BUDGETING AND APPROPRIATING $10,687 TO PROJECT NO. AP2201 – SNOW REMOVAL EQUIPMENT (SRE)

SUMMARY:

This Ordinance will approve and accept a Colorado Department of Transportation Aeronautics Division Grant for both the Runway 8R-26L Rehabilitation Design and the Snow Removal Equipment Acquisition projects for the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10108 approved by City Council on February 14, 2022, established Project No. AP2201 and awarded a contract to Dibble and Associates Consulting Engineers, Inc., to conduct the acquisition per FAA requirements.

BACKGROUND:

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

CDOT conducted a pavement condition assessment of this Runway, and it was determined that the pavement needs rehabilitation. This project is on the Capital Improvement Plan schedule for 2022, approved by both the FAA and CDOT for Entitlement Fund and Grant Fund use.

FINANCIAL IMPLICATIONS:

Funds in the amount of $10,687.00 will be budgeted and appropriated to Project No. AP2201 – Snow Removal Equipment.

Funds in the amount of $7,725.00 will be budgeted and appropriated to Project No. AP2205 – Rehab Runway 8R-26L Design & Construction.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the grant will not be accepted from the State and project will not occur.

RECOMMENDATION:

Approve the Ordinance.

Attachments:
Ordinance
CDOT Grant No. 21-PUB-01

ORDINANCE NO. 10253

AN ORDINANCE APPROVING AND ACCEPTING COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) AERONAUTICS DIVISION GRANT NO. 22-PUB-01 FOR FUNDS IN THE AMOUNT OF $18,412 FOR BOTH THE RUNWAY 8R-26L REHABILITATION DESIGN AND THE SNOW REMOVAL EQUIPMENT ACQUISITION PROJECTS, AUTHORIZING THE MAYOR TO EXECUTE SAME, BUDGETING AND APPROPRIATING $7,725 TO PROJECT NO. AP2205 – REHAB RUNWAY 8R-26L DESIGN & CONSTRUCTION, AND BUDGETING AND APPROPRIATING $10,687 TO PROJECT NO. AP2201 – SNOW REMOVAL EQUIPMENT (SRE)

WHEREAS, the General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in C.R.S. §43-10-101 ("the Act") "…that there exists a need to promote the safe operations and accessibility of general aviation in this state: that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of the state is crucial in the event of a medical or other type of emergency…"; and,

WHEREAS, The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. See C.R.S. §43-10-103 and C.R.S. §43-10-105 and C.R.S. §43-10-108.5 of the Act; and,

WHEREAS, any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and such airports may request assistance by means of an Ordinance passed by the applicant's duly-authorized Governing body, which understands that all funds shall be used exclusively as defined in the Division's Programs and Procedures Manual ("the Manual") and the Airport Sponsor Assurances for the Colorado Discretionary Aviation Grant Funding ("Grant Assurances") for the project detailed in the Discretionary Aviation Grant Application ("Application") and in conjunction with CDOT's Small Dollar Grant Award Terms and Conditions; NOW, THEREFORE,

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

SECTION 1.

The City Council of the City of Pueblo, as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics ("Division") in the form of a state aviation system grant. The City of Pueblo states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application. By signing this Ordinance, the City of Pueblo commits to keep open and accessible for public use all grant funded facilities, improvements, and services for their useful life, as determined by the Division and stated in this Ordinance and Grant Assurances.

SECTION 2.

The Small Dollar Grant Award CDAG No. 22-PUB-01, including the Grant Assurances and Application, (together the "Grant Agreement") by and between the Colorado Department of Transportation Aeronautics Division ("CDOT") and the City of Pueblo, a Municipal Corporation, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 3.

The Mayor is hereby authorized to execute the Grant Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Grant Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4.

The City of Pueblo hereby designates the Director of Aviation as the Project Director, as described in the Manual, and authorizes the Project Director to act in all matters relating to the work project proposed in the Application on City's behalf.

SECTION 5.

Funds in the amount of $10,867.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP2201 – Snow Removal Equipment (SRE).

SECTION 6.

Funds in the amount of $7,725.00 from the Grant Agreement are hereby budgeted and appropriated to Project No. AP2205 – Rehab Runway 8R-26L Design & Construction.

SECTION 7.

The City of Pueblo has appropriated all funds that are currently required to be provided by the Application under the terms and conditions of the Grant Agreement.

SECTION 8.

Pursuant to the Grant Agreement, CDOT may make amendments to the grant terms and its obligations thereunder, including the increasing or decreasing of its grant obligation. In accordance therewith, such amendments shall be effective without the need for an additional ordinance or other action by City Council. Should CDOT increase the maximum grant obligation, said funds shall be automatically budgeted and appropriated to Project No. AP2201 – Snow Removal Equipment (SRE) or Project No. AP2205 – Rehab Runway 8R-26L Design & Construction, as designated by CDOT respectively, without the need for further action.

SECTION 9.

The City of Pueblo hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves the Grant Agreement submitted by the State, including all terms and conditions contained therein.

SECTION 10.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the Grant Agreement to implement the policy and procedures described therein.

SECTION 11.

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 August 8, 2022.

Final adoption of Ordinance by City Council on August 22, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 24, 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

Colorado Division of Aeronautics
Discretionary Aviation Grant Resolution

RESOLUTION

WHEREAS:

The General Assembly of the State of Colorado declared in Title 43 of the Colorado Revised Statutes, Article 10, 1991 in CRS §43-10-101 (the Act) "… that there exists a need to promote the safe operations and accessibility of general aviation in this state; that improvements to general aviation transportation facilities will promote diversified economic development across the state; and that accessibility to airport facilities for residents of this state is crucial in the event of a medical or other type of emergency…"

The Act created the Colorado Aeronautical Board ("the Board") to establish policy and procedures for distribution of monies in the Aviation Fund and created the Division of Aeronautics ("the Division") to carry out the directives of the Board, including technical and planning assistance to airports and the administration of the state aviation system grant program. SEE CRS §43-10-103 and C.R.S. §43-10-105 and CRS §43-10-108.5 of the Act.

Any eligible entity operating an FAA-designated public-use airport in the state may file an application for and be recipient of a grant to be used solely for aviation purposes. The Division is authorized to assist such airports and request assistance by means of a Resolution passed by the applicant's duly-authorized governing body, which understands that all funds shall be used exclusively for aviation purposes and that it will comply with all grant procedures, grant assurances and requirements as defined in the Division's Programs and Procedures Manual, ("the Manual") and the Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding ("Grant Assurances") attached hereto as **Exhibit B** for the project detailed in the Discretionary Aviation Grant Application ("Application") attached hereto as **Exhibit A** and inconjunction with CDOT's Small Dollar Grant Award Terms and Conditions attached hereto as **Exhibit C**.

NOW, THEREFORE, BE IT RESOLVED THAT:

The **City of Pueblo,** as a duly authorized governing body of the grant applicant, hereby formally requests assistance from the Colorado Aeronautical Board and the Division of Aeronautics in the form of a state aviation system grant. The **City of Pueblo** states that such grant shall be used solely for aviation purposes, as determined by the State, and as generally described in the Application.

By signing this Grant Resolution, the applicant commits to keep open and accessible for public use all grant funded facilities, improvements and services for their useful life, as determined by the Division and stated in the Grant Assurances.

FURTHER BE IT RESOLVED:

That the **City of Pueblo** hereby designates **Greg Pedroza** as the Project Director, as described in the Manual and authorizes the Project Director to act in all matters relating to the work project proposed in the Application, including execution of any amendments.

FURTHER:

The **City of Pueblo** has appropriated or will otherwise make available in a timely manner all funds, if any, that are required to be provided by the applicant as shown on the Application.

FINALLY:

The **City of Pueblo** hereby accepts all guidelines, procedures, standards, and requirements described in the Manual as applicable to the performance of the grant work and hereby approves this Grant Resloution, including all terms and conditions contained therein.

By:_____ Date: _____

Print Name and Title:_____

ATTEST (if needed)

By:_____

Print Name and Title:_____

EXHIBIT A

Colorado Division of Aeronautics
Discretionary Aviation Grant Application

APPLICANT INFORMATION		
APPLICANT SPONSOR: City of Pueblo	**AIRPORT:** Pueblo Memorial Airport	**IDENTIFIER:** PUB
PROJECT DIRECTOR: Greg Pedroza		
MAILING ADDRESS: 31201 Bryan Circle, Pueblo, CO 81001	**EMAIL ADDRESS:**	gpedroza@pueblo.us
	PHONE NUMBER:	(719) 553-2744

GRANT NAME AND TERMS		
22-PUB-01	**TERMS**	
	Execution Date:	Expiration Date: June 30, 2025

FUNDING SUMMARY

Funding Source	Funding Amount
State Aviation Grant:	$18,412.00
Local Cash:	$18,413.00
Local In-Kind:	$0.00
Federal Aviation Grant:	$699,675.00
Total Project Funding:	$736,500.00

PROJECT SCHEDULE & BUDGET

ELEMENT DESCRIPTION	STATE FUNDING		LOCAL FUNDING		FEDERAL FUNDING		TOTAL
A. Participate in Federally Funded SRE Acquisition	$10,687.00	Up to 2.50%	$10,688.00	2.50%	$406,125.00	95.00%	$427,500.00
B. Participate in Federally Funded RW 8R-26L Rehabilitation & Txy A2 Removal Design	$7,725.00	Up to 2.50%	$7,725.00	2.50%	$293,550.00	95.00%	$309,000.00
TOTALS	**$18,412.00**		**$18,413.00**		**$699,675.00**		**$736,500.00**

EXHIBIT B, GRANT ASSURANCES

Airport Sponsor Assurances for Colorado Discretionary Aviation Grant Funding

Approved by CAB January 22, 2018

I. APPLICABILITY

a. These assurances shall be complied with by Airport Sponsors in the performance of all projects at airports that receive Colorado Department of Transportation – Division of Aeronautics (Division) Colorado Discretionary Aviation Grant (CDAG) funding for projects including but not limited to: master planning, land acquisition, equipment acquisition or capital improvement projects (Project). It is not the intent of these Assurances to expand existing Federal Aviation Administration (FAA) Grant Assurances for airports included in the National Plan of Integrated Airport Systems (NPIAS); as similar assurances already exist for acceptance of FAA funding.

b. Upon acceptance of this grant agreement these assurances are incorporated in and become a part thereof.

II. DURATION

a. The terms, conditions and assurances of the grant agreement shall remain in full force and effect throughout the useful life of the Project as defined in Table 1 (Useful Life), or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion, whichever period is greater. However, there shall be no limit on the duration of the assurances with respect to real property acquired with CDAG Project funds.

III. COMPLIANCE

a. Should an Airport Sponsor be notified to be in non-compliance with any terms of this agreement, they may become ineligible for future Division funding until such non-compliance is cured.

b. If any Project is not used for aviation purposes during its Useful Life, or if the airport for which the Project is funded ceases to function as a public airport, for twenty (20) years from the date of Project completion or at any time during the estimated useful life of the Project as defined in Table 1, whichever period is greater, the Airport Sponsor may be liable for repayment to the Division of any or all funds contributed by the Division under this agreement. If the airport at which the Project is constructed is abandoned for any reason, the Division may in its discretion discharge the Airport Sponsor from any repayment obligation upon written request by the Airport Sponsor.

IV. AIRPORT SPONSOR GRANT ASSURANCES

1. **Compatible Land Use.** Compatible land use and planning in and around airports benefits the state aviation system by providing opportunities for safe airport development, preservation of airport and aircraft operations, protection of airport approaches, reduced potential for litigation and compliance with appropriate airport design standards. The airport will take appropriate action, to the extent reasonable, to restrict the use of land adjacent to, in the immediate vicinity of, or on the airport to activities and purposes compatible with normal airport operations, including landing and takeoff of aircraft.

2. **On-Airport Hazard Removal and Mitigation**. The airport will take appropriate action to protect aircraft operations to/from the airport and ensure paths are adequately cleared and protected by removing, lowering, relocating, marking, or lighting or otherwise mitigating existing airport hazards and by preventing the establishment or creation of future airport hazards.

3. **Safe, Efficient Use, and Preservation of Navigable Airspace.** The airport shall comply with 14 CFR Part 77 for all future airport development and anytime an existing airport development is altered.

4. **Operation and Maintenance.** In regards to Projects that receive Division funding, the airport sponsor certifies that it has the financial or other resources that may be necessary for the preventive maintenance, maintenance, repair and operation of such projects during their Useful Life.

The airport and all facilities which are necessary to serve the aeronautical users of the airport shall be operated at all times in a safe and serviceable condition. The airport will also have in effect arrangements for:

a. Operating the airport's aeronautical facilities whenever required;

b. Promptly marking and lighting hazards resulting from airport conditions, including temporary conditions; and

c. Promptly notifying airmen of any condition affecting aeronautical use of the airport.

5. **Airport Revenues.** All revenues generated by the airport will be expended by it for the capital or operating costs of the airport, the local airport system, or other local facilities owned or operated by the owner or operator of the airport for aviation purposes.

6. **Airport Layout Plan (ALP).** Once accomplished and as otherwise may be required to develop, it will keep up-to-date a minimum of an ALP of the airport showing (1) boundaries of the airport and all proposed additions thereto, together with the boundaries of all offsite areas owned or controlled by the sponsor for airport purposes and proposed additions thereto; (2) the location and nature of all existing and proposed airport facilities and structures (such as runways, taxiways, aprons, terminal buildings, hangars and roads), including all proposed extensions and reductions of existing airport facilities; and (3) the location of all existing improvements thereon.

7. **Use for Aviation Purposes.** The Airport Sponsor shall not use runways, taxiways, aprons, seeded areas or any other appurtenance or facility constructed, repaired, renovated or maintained under the terms of this Agreement for activities other than aviation purposes unless otherwise exempted by the Division.

TABLE 1

Project Type	Useful Life
a. All construction projects (unless listed separately below)	20 years
b. All equipment and vehicles	10 years
c. Pavement rehabilitation (not reconstruction, which is 20 years)	10 years
d. Asphalt seal coat, slurry seal, and joint sealing	3 years
e. Concrete joint replacement	7 years
f. Airfield lighting and signage	10 years
g. Navigational Aids	15 years
h. Buildings	40 years
i. Land	Unlimited

STATE CONTROLLER

State of Colorado Small Dollar Grant Award Terms and Conditions

1. Offer/Acceptance. This Small Dollar Grant Award, together with these terms and conditions (including, if applicable, Addendum 1: Additional Terms and Conditions for Information Technology below), and any other attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference (collectively the "Agreement") shall represent the entire and exclusive agreement between the State of Colorado, by and through the agency identified on the face of the Small Dollar Grant Award ("State") and the Subrecipient identified on the face of the Small Dollar Grant Award ("Grantee"). If this Agreement refers to Grantee's bid or proposal, this Agreement is an ACCEPTANCE of Grantee's OFFER TO PERFORM in accordance with the terms and conditions of this Agreement. If a bid or proposal is not referenced, this Agreement is an OFFER TO ENTER INTO AGREEMENT, subject to Grantee's acceptance, demonstrated by Grantee's beginning performance or written acceptance of this Agreement. Any COUNTER-OFFER automatically CANCELS this Agreement, unless a change order is issued by the State accepting a counter-offer. Except as provided herein, the State shall not be responsible or liable for any Work performed prior to issuance of this Agreement. The State's financial obligations to the Grantee are limited by the amount of Grant Funds awarded as reflected on the face of the Small Dollar Grant Award.

2. Order of Precedence. In the event of a conflict or inconsistency within this Agreement, such conflict or inconsistency shall be resolved by giving preference to the documents in the following order of priority: **(1)** the Small dollar Grant Award document; **(2)** these terms and conditions (including, if applicable, Addendum 1 below); and **(3)** any attachments, exhibits, specifications, or appendices, whether attached or incorporated by reference. Notwithstanding the above, if this Agreement has been funded, in whole or in part, with a Federal Award, in the event of a conflict between the Federal Grant and this Agreement, the provisions of the Federal Grant shall control. Grantee shall comply with all applicable Federal provisions at all times during the term of this Agreement. Any terms and conditions included on Grantee's forms or invoices not included in this Agreement are void.

3. Changes. Once accepted in accordance with **§1**, this Agreement shall not be modified, superseded or otherwise altered, except in writing by the State and accepted by Grantee.

4. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**Award**" means an award by a Recipient to a Subrecipient; **(b)** "**Budget**" means the budget for the Work described in this Agreement; **(c)** "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in CRS §24-11-101(1); **(d)** "**UCC**" means the Uniform Commercial Code in CRS Title 4; **(e)** "**Effective Date**" means the date on which this Agreement is issued as shown on the face of the Small Dollar Grant Award; **(f)** "**Federal Award**" means an award of federal financial assistance or a cost-reimbursement contract, , by a Federal Awarding Agency to the Recipient. "Federal Award" also means an agreement setting forth the terms and conditions of the Federal Award, which terms and conditions shall flow down to the Award unless such terms and conditions specifically indicate otherwise. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program; **(g)** "**Federal Awarding Agency**" means a Federal agency providing a Federal Award to a Recipient; **(h)** "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement; **(i)** "**Matching Funds**" mean the funds provided by the Grantee to meet cost sharing requirements described in this Agreement; **(j)** "**Recipient**" means the State agency identified on the face of the Small Dollar Grant Award; **(k)** "**Subcontractor**" means third parties, if any, engaged by Grantee to aid in performance of the Work; **(l)** "**Subrecipient**" means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a program, but does not include an individual that is a beneficiary of such program; **(m)** "**Uniform Guidance**" means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, identified as the 2 C.F.R. (Code of Federal Regulations) Part 200, commonly known as the "Super Circular," which supersedes requirements from OMB Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular a-50 on Single Audit Act follow-up; and **(n)** "**Work**" means the goods delivered or services, or both, performed pursuant to this Agreement and identified as Line Items on the face of the Small Dollar Grant Award.

5. Delivery. Grantee shall furnish the Work in strict accordance with the specifications and price set forth in this Agreement. The State shall have no liability to compensate Grantee for the performance of any Work not specifically set forth in the Agreement.

6. Rights to Materials. [*Not Applicable to Agreements issued either in whole in part for Information Technology, as defined in CRS § 24-37.5-102(2); in which case Addendum 1 §2 applies in lieu of this section.*] Unless specifically stated otherwise in this Agreement, all materials, including without limitation supplies, equipment, documents, content, information, or other material of any type, whether tangible or intangible (collectively "Materials"), furnished by the State to Grantee or delivered by Grantee to the State in performance of its obligations under this Agreement shall be the exclusive property the State. Grantee shall return or deliver all Materials to the State upon completion or termination of this Agreement.

7. Grantee Records. Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work (including, but not limited to the operation of programs) performed under this Agreement (collectively "Grantee Records"). Unless otherwise specified by the State, the Grantee shall retain Grantee Records for a period (the "Record Retention Period") of three years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims or audit finding have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight, or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property. Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State. The State, in its discretion, may monitor Grantee's performance of its obligations under this Agreement using procedures as determined by the State. The federal government and any other duly authorized agent of a governmental agency, in its discretion, Grantee shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Grantee and this Agreement, and the State shall have the right, in its discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State will monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. Grantee shall promptly submit to the State a copy of any final audit report of an audit performed

on Grantee Records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee, a State agency or the State's authorized representative, or a third party. If applicable, the Grantee may be required to perform a single audit under 2 CFR 200.501, *et seq.* Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. Reporting. If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State. Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

9. Conflicts of Interest. Grantee acknowledges that with respect to this Agreement, even the appearance of a conflict of interest is harmful to the State's interests. Absent the State's prior written approval, Grantee shall refrain from any practices, activities, or relationships that reasonably may appear to be in conflict with the full performance of Grantee's obligations to the State under this Agreement. If a conflict or appearance of a conflict of interest exists, or if Grantee is uncertain as to such, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration. Failure to promptly submit a disclosure statement or to follow the State's direction in regard to the actual or apparent conflict constitutes a breach of this Agreement. Grantee certifies that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's Services and Grantee shall not employ any person having such known interests.

10. Taxes. The State is exempt from federal excise taxes and from State and local sales and use taxes. The State shall not be liable for the payment of any excise, sales, of use taxes imposed on Grantee. A tax exemption certificate will be made available upon Grantee's request. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

11. Payment. Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Document Total shown on the face of the Small Dollar Grant Award. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in this Agreement. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State. The State shall pay Grantee for all amounts due within 45 days after receipt of an Awarding Agency's approved invoicing request, or in instances of reimbursement grant programs a request for reimbursement, compliant with Generally Accepted Accounting Principles (GAAP) and, if applicable Government Accounting Standards Board (GASB) of amount requested. Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate set forth in CRS §24-30-202(24) until paid in full. Interest shall not accrue if a good faith dispute exists as to the State's obligation to pay all or a portion of the amount due. Grantee shall invoice the State separately for interest on delinquent amounts due, referencing the delinquent payment, number of day's interest to be paid, and applicable interest rate. The acceptance of an invoice shall not constitute acceptance of any Work performed under this Agreement. Except as specifically agreed in this Agreement, Grantee shall be solely responsible for all costs, expenses, and other charges it incurs in connection with its performance under this Grantee.

12. Term. The parties' respective performances under this Agreement shall commence on the "Service From" date identified on the face of the Small Dollar Grant Award, unless otherwise specified, and shall terminate on the "Service To" date identified on the face of the Small Dollar Grant Award unless sooner terminated in accordance with the terms of this Agreement.

13. Payment Disputes. If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

14. Matching Funds. Grantee shall provide Matching Funds, if required by this Agreement. If permitted under the terms of the grant and per this Agreement, Grantee may be permitted to provide Matching Funds prior to or during the course of the project or the match will be an in-kind match. Grantee shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" pursuant to this Agreement, has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

15. Reimbursement of Grantee Costs. If applicable, the State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in this Agreement for all allowable costs described in the grant except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to, and received approval from the State of the change, the change does not modify the total maximum amount of this Agreement, and the change does not modify any requirements of the Work. If applicable, the State shall reimburse Grantee for the properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs. Grantee's costs for Work performed after the "Service To" date identified on the face of the Small Dollar Grant Award, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are **(a)** reasonable and necessary to accomplish the Work, and **(b)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the costs actually incurred).

16. Close-Out. Grantee shall close out this Award within 45 days after the "Service To" date identified on the face of the Small Dollar Grant Award, including any modifications. To complete close-out, Grantee shall submit to the State all deliverables (including documentation) as defined

in this Agreement and Grantee's final reimbursement request or invoice. In accordance with the Agreement, the State may withhold a percentage of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

17. Assignment. Grantee's rights and obligations under this Agreement may not be transferred or assigned without the prior, written consent of the State and execution of a new agreement. Any attempt at assignment or transfer without such consent and new agreement shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

18. Subcontracts. Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement.

19. Severability. The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations in accordance with the intent of the Agreement.

20. Survival of Certain Agreement Terms. Any provision of this Agreement that imposes an obligation on a party after termination or expiration of the Agreement shall survive the termination or expiration of the Agreement and shall be enforceable by the other party.

21. Third Party Beneficiaries. Except for the parties' respective successors and assigns, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to the Agreement, and do not create any rights for such third parties.

22. Waiver. A party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

23. Indemnification. [***Not Applicable to Inter-governmental agreements***] Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement. This shall include, without limitation, any and all costs, expenses, claims, damages, liabilities, court awards and other amounts incurred by the Indemnified Parties in relation to any claim that any work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right or any claim for loss or improper disclosure of any confidential information or personally identifiable information. If Grantee is a public agency prohibited by applicable law from indemnifying any party, then this section shall not apply.

24. Notice. All notices given under this Agreement shall be in writing, and shall be delivered to the contacts for each party listed on the face of the Small Dollar Grant Award. Either party may change its contact or contact information by notice submitted in accordance with this section without a formal modification to this Agreement.

25. Insurance. Except as otherwise specifically stated in this Agreement or any attachment or exhibit to this Agreement, Grantee shall obtain and maintain insurance as specified in this section at all times during the term of the Agreement: (a) workers' compensation insurance as required by state statute, and employers' liability insurance covering all Grantee employees acting within the course and scope of their employment, (b) Commercial general liability insurance written on an Insurance Services Office occurrence form, covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows: $1,000,000 each occurrence; $1,000,000 general aggregate; $1,000,000 products and completed operations aggregate; and $50,000 any one fire, and (c) Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of $1,000,000 each accident combined single limit. If Grantee will or may have access to any protected information, then Grantee shall also obtain and maintain insurance covering loss and disclosure of protected information and claims based on alleged violations of privacy right through improper use and disclosure of protected information with limits of $1,000,000 each occurrence and $1,000,000 general aggregate at all times during the term of the Small Dollar Grant Award. Additional insurance may be required as provided elsewhere in this Agreement or any attachment or exhibit to this Agreement. All insurance policies required by this Agreement shall be issued by insurance companies with an AM Best rating of A-VIII or better. If Grantee is a public agency within the meaning of the Colorado Governmental Immunity Act, then this section shall not apply and Grantee shall instead comply with the Colorado Governmental Immunity Act.

26. Termination Prior to Grantee Acceptance. If Grantee has not begun performance under this Agreement, the State may cancel this Agreement by providing written notice to the Grantee.

27. Termination for Cause. If Grantee refuses or fails to timely and properly perform any of its obligations under this Agreement with such diligence as will ensure its completion within the time specified in this Agreement, the State may notify Grantee in writing of non-performance and, if not corrected by Grantee within the time specified in the notice, terminate Grantee's right to proceed with the Agreement or such part thereof as to which there has been delay or a failure. Grantee shall continue performance of this Agreement to the extent not terminated. Grantee shall be liable for excess costs incurred by the State in procuring similar Work and the State may withhold such amounts, as the State deems necessary. If after rejection, revocation, or other termination of Grantee's right to proceed under the Colorado Uniform Commercial Code (CUCC) or this clause, the State determines for any reason that Grantee was not in default or the delay was excusable, the rights and obligations of the State and Grantee shall be the same as if the notice of termination had been issued pursuant to termination under **§28**.

28. Termination in Public Interest. The State is entering into this Agreement for the purpose of carrying out the public interest of the State, as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency. If this Agreement ceases to further the public interest of the State as determined by its Governor, General Assembly, Courts, or Federal Awarding Agency, the State, in its sole discretion, may terminate this Agreement in whole or in part and such termination shall not be deemed to be a breach of the State's obligations hereunder. This section shall not apply to a termination for cause, which shall be governed by **§27**. A determination that this Small Dollar Grant Award should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. The State shall give written notice of termination to Grantee specifying the part of the Agreement terminated and when termination becomes effective. Upon receipt of notice of termination, Grantee shall not incur further obligations except as necessary to mitigate costs of performance. The State shall pay the Agreement price or rate for Work performed

STATE CONTROLLER

and accepted by State prior to the effective date of the notice of termination. The State's termination liability under this section shall not exceed the total Agreement price.

29. Termination for Funds Availability. The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Work performed and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§28**.

30. Grantee's Termination Under Federal Requirements. If the Grant Funds include any federal funds, then Grantee may request termination of this Grant by sending notice to the State, or to the Federal Awarding Agency with a copy to the State, which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for Work that will not be performed prior to the effective date of the termination.

31. Governmental Immunity. Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, CRS §24-10-101, *et seq*., the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, CRS §§24-30-1501, *et seq*. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

32. Grant Recipient. Grantee shall perform its duties hereunder as a grant recipient and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (a) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (b) provide proof thereof when requested by the State, and (c) be solely responsible for its acts and those of its employees and agents.**

33. Compliance with Law. Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

34. Choice of Law, Jurisdiction and Venue. [***Not Applicable to Inter-governmental agreements***] Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver. Any provision incorporated herein by reference which purports to negate this or any other provision in this Agreement in whole or in part shall not be valid or enforceable or available in any action at law, whether by way of complaint, defense, or otherwise. Any provision rendered null and void by the operation of this provision or for any other reason shall not invalidate the remainder of this Agreement, to the extent capable of execution. Grantee shall exhaust administrative remedies in CRS §24-109-106, prior to commencing any judicial action against the State regardless of whether the Colorado Procurement Code applies to this Agreement.

35. Prohibited Terms. Nothing in this Agreement shall be construed as a waiver of any provision of CRS §24-106-109. Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with that statute in any way shall be void ab initio.

36. Public Contracts for Services. [***Not Applicable to offer, issuance, or sale of securities, investment advisory services, fund management services, sponsored projects, intergovernmental grant agreements, or information technology services or products and services***] Grantee certifies, warrants, and agrees that it does not knowingly employ or contract with an illegal alien who will perform work under this Agreement and will confirm the employment eligibility of all employees who are newly hired for employment in the United States to perform work under this Agreement, through participation in the E-Verify Program or the Department program established pursuant to CRS §8-17.5-102(5)(c), Grantee shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract or agreement with a Subcontractor that fails to certify to Grantee that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Grantee shall (a) not use E-Verify Program or Department program procedures to undertake pre- employment screening of job applicants during performance of this Agreement, (b) notify Subcontractor and the State within three days if Grantee has actual knowledge that Subcontractor is employing or contracting with an illegal alien for work under this Agreement, (c) terminate the subcontract if Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving notice, and (d) comply with reasonable requests made in the course of an investigation, undertaken pursuant to CRS §8-17.5-102(5), by the Colorado Department of Labor and Employment. If Grantee participates in the Department program, Grantee shall deliver to the State a written, notarized affirmation that Grantee has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Grantee fails to comply with any requirement of this provision or CRS §8-17.5-101 et seq., the State may terminate this Agreement for breach and, if so terminated, Grantee shall be liable for damages.

37. Public Contracts with Natural Persons. Grantee, if a natural person 18 years of age or older, hereby swears and affirms under penalty of perjury that the person (a) is a citizen or otherwise lawfully present in the United States pursuant to federal law, (b) shall comply with the provisions of CRS §24-76.5-101 et seq., and (c) has produced a form of identification required by CRS §24-76.5-103 prior to the date Grantee begins Work under terms of the Agreement.

STATE CONTROLLER

ADDENDUM 1:
Additional Terms & Conditions for Information Technology

IF ANY PART OF THE SUBJECT MATTER OF THIS AGREEMENT IS INFORMATION TECHNOLOGY, AS DEFINED IN CRS § 24-37.5-102 (2), THE FOLLOWING PROVISIONS ALSO APPLY TO THIS AGREEMENT.

A. Definitions. The following terms shall be construed and interpreted as follows: **(a)** "**CJI**" means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended, and all Criminal Justice Records as defined under CRS §24-72-302; **(b)** "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, pursuant to CRS §§24-37.5-401 *et seq*.; **(c)** "**PCI**" means payment card information including any data related to credit card holders' names, credit card numbers, or the other credit card information as may be protected by state or federal law; **(d)** "**PHI**" means any protected health information, including, without limitation any information whether oral or recorded in any form or medium that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual including, without limitation, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act; **(e)** "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records, including, without limitation, all information defined as personally identifiable information in CRS §24-72-501; **(f)** "**State Confidential Information**" means any and all State Records not subject to disclosure under the Colorado Open Records Act and includes, without limitation, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under the Colorado Open Records Act, **(g)** "**State Fiscal Rules**" means those fiscal rules promulgated by the Colorado State Controller pursuant to CRS §24-30-202(13)(a); **(h)** "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year; **(i)** "**State Records**" means any and all State data, information, and records, regardless of physical form; **(j)** "**Tax Information**" means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation, including, without limitation all information defined as federal tax information in Internal Revenue Service Publication 1075; and **(k)** "**Work Product**" means the tangible and intangible results of the delivery of goods and performance of services, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work, but does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

B. Intellectual Property. Except to the extent specifically provided elsewhere in this Agreement, any State information, including without limitation pre-existing State software, research, reports, studies, data, photographs, negatives or other documents, drawings, models, materials; or Work Product prepared by Grantee in the performance of its obligations under this Agreement shall be the exclusive property of the State (collectively, "State Materials"). All State Materials shall be delivered to the State by Grantee upon completion or termination of this Agreement. The State's exclusive rights in any Work Product prepared by Grantee shall include, but not be limited to, the right to copy, publish, display, transfer, and prepare derivative works. Grantee shall not use, willingly allow, cause or permit any State Materials to be used for any purpose other than the performance of Grantee's obligations hereunder without the prior written consent of the State. The State shall maintain complete and accurate records relating to **(a)** its use of all Grantee and third party software licenses and rights to use any Grantee or third party software granted under this Agreement and its attachments to which the State is a party and **(b)** all amounts payable to Grantee pursuant to this Agreement and its attachments and the State's obligations under this Agreement or any amounts payable to Grantee in relation to this Agreement, which records shall contain sufficient information to permit Grantee to confirm the State's compliance with the use restrictions and payment obligations under this Agreement or to any third party use restrictions to which the State is a party. Grantee retains the exclusive rights, title and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to all pre-existing software, licensed products, associated source code, machine code, text images, audio, video, and third party materials, delivered by Grantee under the Agreement, whether incorporated in a deliverable or necessary to use a deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in a State-approved license agreement **(a)** entered into as exhibits or attachments to this Agreement, **(b)** obtained by the State from the applicable third party Grantee, or **(c)** in the case of open source software, the license terms set forth in the applicable open source license agreement. Notwithstanding anything to the contrary herein, the State shall not be subject to any provision incorporated in any exhibit or attachment attached hereto, any provision incorporated in any terms and conditions appearing on any website, any provision incorporated into any click through or online agreements, or any provision incorporated into any other document or agreement between the parties that **(a)** requires the State or the State to indemnify Grantee or any other party, **(b)** is in violation of State laws, regulations, rules, State Fiscal Rules, policies, or other State requirements as deemed solely by the State, or **(c)** is contrary to this Agreement.

C. Information Confidentiality. Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law, or approved in writing by the State. If Grantee will or may have access to any State Confidential Information or any other protected information, Grantee shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Grantee shall comply with all Colorado Office of Information Security ("OIS") policies and procedures which OIS has issued pursuant to CRS §§24-37.5-401 through 406 and 8 CCR §1501-5 and posted at http://oit.state.co.us/ois, all information security and privacy obligations imposed by any federal, state, or local statute or regulation, or by any industry standards or guidelines, as applicable based on the classification of the data relevant to Grantee's performance under this Agreement. Such obligations may arise from: Health Information Portability and Accountability Act (HIPAA); IRS Publication 1075; Payment Card Industry Data Security Standard (PCI-DSS); FBI Criminal Justice Information Service Security Addendum; Centers for Medicare & Medicaid Services (CMS) Minimum Acceptable Risk Standards for Exchanges; and Electronic Information Exchange

Security Requirements and Procedures for State and Local Agencies Exchanging Electronic Information with The Social Security Administration. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

D. Other Entity Access and Nondisclosure Agreements. Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the work, but shall restrict access to State Confidential Information to those agents, employees, assigns, and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign, or Subcontractors has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

E. Use, Security, and Retention. Grantee shall use, hold, and maintain State Confidential Information in compliance with any and all applicable laws and regulations only in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

F. Incident Notice and Remediation. If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable actual costs thereof.

G. Data Protection and Handling. Grantee shall ensure that all State Records and Work Product in the possession of Grantee or any Subcontractors are protected and handled in accordance with the requirements of this Agreement at all times. Upon request by the State made any time prior to 60 days following the termination of this Agreement for any reason, whether or not this Agreement is expiring or terminating, Grantee shall make available to the State a complete and secure download file of all data that is encrypted and appropriately authenticated. This download file shall be made available to the State within 10 Business Days following the State's request, and shall contain, without limitation, all State Records, Work Product, and any other information belonging to the State. Upon the termination of Grantee's services under this Agreement, Grantee shall, as directed by the State, return all State Records provided by the State to Grantee, and the copies thereof, to the State or destroy all such State Records and certify to the State that it has done so. If legal obligations imposed upon Grantee prevent Grantee from returning or destroying all or part of the State Records provided by the State, Grantee shall guarantee the confidentiality of all State Records in Grantee's possession and will not actively process such data. The State retains the right to use the established operational services to access and retrieve State Records stored on Grantee's infrastructure at its sole discretion and at any time.

H. Compliance. If applicable, Grantee shall review, on a semi-annual basis, all OIS policies and procedures which OIS has promulgated pursuant to CRS §§ 24-37.5-401 through 406 and 8 CCR § 1501-5 and posted at http://oit.state.co.us/ois, to ensure compliance with the standards and guidelines published therein. Grantee shall cooperate, and shall cause its Subcontractors to cooperate, with the performance of security audit and penetration tests by OIS or its designee.

I. Safeguarding PII. If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, all State requirements relating to non-disclosure, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall take full responsibility for the security of all PII in its possession or in the possession of its Subcontractors, and shall hold the State harmless for any damages or liabilities resulting from the unauthorized disclosure or loss thereof. Grantee shall be a "Third-Party Service Provider" as defined in CRS §24-73-103(1)(i) and shall maintain security procedures and practices consistent with CRS §§24-73-101 *et seq*.

J. Software Piracy Prohibition. The State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

K. Information Technology. To the extent that Grantee provides physical or logical storage of State Records; Grantee creates, uses, processes, discloses, transmits, or disposes of State Records; or Grantee is otherwise given physical or logical access to State Records in order to perform Grantee's obligations under this Agreement, the following terms shall apply. Grantee shall, and shall cause its Subcontractors, to: Provide physical and logical protection for all hardware, software, applications, and data that meets or exceeds industry standards and the requirements of this Agreement; Maintain network, system, and application security, which includes, but is not limited to, network firewalls, intrusion detection (host and network), annual security testing, and improvements or enhancements consistent with evolving industry standards; Comply with State and federal rules and regulations related to overall security, privacy, confidentiality, integrity, availability, and auditing; Provide that security is not compromised by unauthorized access to workspaces, computers, networks, software, databases, or other physical or electronic environments; Promptly report all Incidents, including Incidents that do not result in unauthorized disclosure or loss of data integrity, to a designated representative of the OIS; Comply with all rules, policies, procedures, and standards issued by the Governor's Office of Information Technology (OIT), including project lifecycle methodology and governance, technical standards, documentation, and other requirements posted at www.oit.state.co.us/about/policies. Grantee shall not allow remote access to State Records from outside the United States, including access by

STATE CONTROLLER

Grantee's employees or agents, without the prior express written consent of OIS. Grantee shall communicate any request regarding non-U.S. access to State Records to the State. The State, acting by and through OIS, shall have sole discretion to grant or deny any such request.

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Lori Pinz, Director of Information Technology

SUBJECT: AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO REGIONAL BUILDING DEPARTMENT FOR THE SHARING OF COSTS RELATED TO THE PUEBLO MEANS BUSINESS WEB-PORTAL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the attached Intergovernmental Agreement (IGA) between the City of Pueblo and the Pueblo Regional Building Department (PRBD) for cost sharing related to the Pueblo Means Business (PMB) web-portal.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The City of Pueblo has been participating in the "Pueblo Means Business" initiative along with PRBD, Pueblo County, and Pueblo West Metro District. The purpose of this IGA is to establish the terms and conditions under which the PMB web-portal will be funded and used, as agreed to by and between the City and PRBD. PRBD has agreed to acquire a cloud-based solution specific for this initiative called Camino. The Portal will be developed and used to navigate the websites and platforms of participating local government agencies to better facilitate new and continued business within the community, aiding economic development and expansion. PMB and the Portal will involve and require a financial commitment from PRBD, the City, County of Pueblo, and Pueblo West Metro District. Each of these four local government entities agrees and intends to provide twenty-five percent (25%) of the funds required to procure and maintain the Camino solution. This IGA is between the City and PRBD, and the County of Pueblo and the Pueblo West Metro District are not parties to this IGA. PRBD intends to enter into separate agreements regarding the Portal with the County of Pueblo and the Pueblo West Metro District.

FINANCIAL IMPLICATIONS:

Annual support and maintenance costs will be required. Funding will be requested and appropriated during the City's annual budget process.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Pueblo Regional Building Department Board of Commission.

ALTERNATIVES:

If City Council does not approve this Ordinance, the City of Pueblo will not participate in the PMB web-portal.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Intergovernmental Agreement between the City of Pueblo and the Pueblo Regional Building Department

ORDINANCE NO. 10254

AN ORDINANCE APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE PUEBLO REGIONAL BUILDING DEPARTMENT FOR THE SHARING OF COSTS RELATED TO THE PUEBLO MEANS BUSINESS WEB-PORTAL, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Intergovernmental Agreement between the City of Pueblo, a Municipal Corporation, and the Pueblo Regional Building Department, a body politic and corporate established pursuant to C.R.S. 29-1-203, for the sharing of costs related to the Pueblo Means Business Portal, attached hereto after having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 2.

The Mayor is hereby authorized to execute said Intergovernmental Agreement for and on behalf of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform all acts consistent with the intent of this Ordinance to implement the transaction 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 August 8, 2022.

Final adoption of Ordinance by City Council on August 22, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 24, 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

Intergovernmental Agreement

This Intergovernmental Agreement (hereinafter referred to as "IGA") is made and entered into on this ___ day of _____, 2022 ("Effective Date"), by and between the City of Pueblo, a Municipal Corporation, with an address of 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as "City") and the Pueblo Regional Building Department, a body politic and corporate established pursuant to C.R.S. 29-1-203, with an address of 830 N. Main Street, Pueblo, Colorado 81003 (hereinafter referred to as "PRBD").

1. Purpose. The purpose of this IGA is to establish the terms and conditions under which the Pueblo Means Business ("PMB") Portal ("Portal") will be funded and used, as agreed to by and between the City and PRBD. The Portal will be used to navigate the websites and platforms used by local government agencies in order to better facilitate new and continued business within the community, aiding economic development and expansion. PMB and the Portal will involve and require a financial commitment from PRBD, the City, County of Pueblo, and Pueblo West Metro District. Each of these four local government entities intends to provide twenty-five percent (25%) of the funds required for the Portal. This IGA is between the City and PRBD, and the County of Pueblo and the Pueblo West Metro District are not parties to this IGA. PRBD intends to enter into separate agreements regarding the Portal with the County of Pueblo and the Pueblo West Metro District.

This IGA is intended: (i) to set forth a clear expression of the support of each party for the project; (ii) to express recognition of the parties that the project is a community-wide initiative with public benefits that transcend jurisdictional boundaries; and (iii) to pledge the full cooperation of each party to expedite the project and the Portal. The parties acknowledge the purposes set forth and agree jointly and severally to pursue their fulfillment in good faith, including acting in good faith in all matters that require joint or coordinated action.

2. Term of IGA. This IGA is effective and will commence upon the Effective Date and shall remain in full force and effect for one year ("Initial Term"). This IGA will automatically renew for one-year terms on an annual basis (each year a "Renewal Term") unless a party provides the other notice of its intent not to renew this IGA at least thirty (30) days prior to the end of the then current term in a signed writing. This IGA may be terminated at any time, without cause, by either party upon ninety (90) days prior written notice, which notice shall be delivered by hand or by certified mail to the address listed above. If at any time the County of Pueblo or Pueblo West Metro District withdraw from PMB or otherwise discontinue funding to the Portal, the City may immediately terminate this IGA and all obligations hereunder upon notice to PRBD.

3. Responsibilities of the City.

(a) City will provide initial funding of twenty-five percent (25%) of startup costs for the build out of the Portal during the Initial Term, subject to available appropriations. The City's initial funding shall not exceed $20,000.00 in total for the Initial Term.

(b) During each Renewal Term, the City will contribute yearly funding of twenty-five percent (25%) of the operational costs for hosting and maintaining the Portal, subject to available appropriations. The City's funding during any one Renewal Term shall not exceed $20,000.00 in total for said term, unless otherwise agreed to by the City in a signed writing.

(c) City funding may be derived from state or federal grants made available to the City for use in accordance with the purposes of this IGA, in which case PRBD will be bound by applicable grant terms governing use of the funds. PRBD may terminate this IGA upon notice to City if it determines, in its sole discretion, that it cannot comply with the terms of any grant because of the resulting negative impact on PRBD.

(d) The City will designate a primary representative(s) able to speak on behalf of the City's interests, except that said representative may not agree to binding policy or decisions which require the approval of City Council or the Mayor, nor may the representative agree to amendments of this IGA.

(e) Should PRBD receive notice from the City of its failure to appropriate sufficient funds for this IGA, this IGA will immediately terminate.

4. <u>Responsibilities of PRBD</u>.

(a) PRBD will facilitate the initial build of the Portal, including through contracting with a developer and the initial installation and configuration of the software, an interface for project routing features, an administrator dashboard, and a user portal to enable users to view existing projects from all participating agencies. PRBD's funding will be twenty-five percent (25%) of startup costs for the build out of the Portal during the Initial Term, not to exceed $20,000.00 and subject to appropriation.

(b) PRBD is not responsible for creating the primary PMB website, which is to be completed by the County of Pueblo or its assignee. PRBD will furnish cloud hosting and maintain the Portal for PMB. During each Renewal Term, PRBD will contribute yearly funding of twenty-five percent (25%) of the operational costs for hosting and maintaining the Portal, subject to available appropriations. PRBD's funding during any one Renewal Term shall not exceed $20,000.00 in total for said term, unless agreed to by PRBD in a signed writing.

(c) PRBD will contract directly with Camino or other developer, as it may decide, for development of the Portal. City will not be a party to nor be expected to participate in said contract and will be an independent third party. City will in no way be liable for or bound by any provision of the developer contract, unless expressly agreed to by City in a signed writing. Notwithstanding the foregoing, PRBD's contract with the developer will require that the developer defend and indemnify the City from any third-party claims that the Portal infringes on intellectual property or similar rights.

(d) Until this IGA terminates, expires, or another agreement is put in place that changes the maintenance and hosting responsibilities for the Portal, PRBD will provide an annual invoice to the City for the percentage of shared services set forth in Section 3 above. PRBD will also provide City with all supporting documentation for vendor services and invoices.

(e) Administration of the Portal will be a collaborative effort between PRBD, City, County of Pueblo, and Pueblo West Metro District, although PRBD will maintain final say and administrative authority.

(f) The financial obligations of PRBD pursuant to this IGA are subject to annual appropriation. Should City receive notice from PRBD of its failure to appropriate sufficient funds for this IGA, this IGA will immediately terminate.

5. Work Product and Other Information. PRBD hereby grants to the City a non-exclusive, royalty free license, with the right to perform, display, and otherwise use all intellectual property created by PRBD or any of its contractors and paid for in part with funds from this IGA, including, but not limited to, as needed to use and access the Portal and information thereon. Upon request during the term of this IGA, PRBD will provide City with any public data involved with or included in the Portal at no charge and in the format requested by City. In the event of termination or expiration of this IGA, access to Portal functions and systems will no longer be provided for locations inside the jurisdiction of the City. Said functions include but are not limited to guide creation and automated routing creation.

6. Accessibility. To the extent applicable, PRBD and the Portal shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, et seq., C.R.S. PRBD and the Portal shall comply with all applicable technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at https://www.w3.org/TR/WCAG21/.

7. Insurance; Liability; Employees; PERA.

(a) Each party shall maintain at all times during the term of this IGA such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S., including for, but not limited to, bodily injury, death, property damage, automobiles, and statutory workers' compensation insurance.

(b) Each party shall be liable for its respective individual actions and omissions in accordance with law and shall in no way be held liable or otherwise responsible for the actions of the other party.

(c) The parties shall employ separate persons and no current employee of a party shall be simultaneously considered an employee of the other party. Each party shall comply with all applicable employment laws and only be responsible for its own employees and payment and benefits therefore and shall have no employment relationship with the current employees of the other party.

(d) PRBD shall reimburse the City for the full amount of any employer contribution required to be paid by the City to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree retained by PRBD and performing contracted services for the City under this IGA.

8. General Provisions

(a) Amendments. Either party may request changes to this IGA. Any changes, modifications, revisions, or amendments to this IGA must be mutually agreed upon between the parties and in a signed written instrument, effective when executed and signed by all parties to this IGA.

(b) Entirety of Agreement. This IGA represents the entire agreement between the parties and supersedes all prior negotiations, representations, and agreements, whether written or oral.

(c) Severability. Should any portion of this IGA be determined to be illegal or unenforceable, the remainder of the IGA shall continue in full force and effect, and either party may renegotiate the terms affected by the severance.

(d) Third Party Beneficiary Rights. The parties do not intend to create in any other individual or entity the status of a third-party beneficiary, and this IGA shall not be construed so as to create such status. The rights, duties, and obligations contained in this IGA shall operate only between the parties to this IGA and shall inure solely to the benefit of the parties to this IGA. The provisions of this IGA are intended

only to assist the parties in determining and performing their obligations under this IGA. The parties to this IGA intend and expressly agree that only parties signatory to this IGA shall have any legal or equitable right to seek to enforce this IGA, to seek any remedy arising out of a party's performance or failure to perform any term or condition of this IGA, or to bring an action for the breach of this IGA.

(e) This IGA 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 PRBD nor 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 IGA, with respect to any financial obligation of PRBD or the City which may arise under this IGA 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 IGA, including any sub-agreement, attachment, schedule or exhibit thereto, by PRBD or the City. PRBD or City may in its sole and absolute discretion terminate this IGA for reasons of non-appropriation immediately upon written notice without causing default or breach.

(f) Nothing in this IGA 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 a party 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.

(g) This IGA shall be governed by the laws of the State of Colorado. Venue for any action arising under this IGA or for the enforcement of this IGA shall be in a state court with jurisdiction located in Pueblo County, Colorado.

(h) A waiver by any party to this IGA of the breach of any term or provision of this IGA shall not operate or be construed as a waiver of any subsequent breach by either party.

(i) This IGA shall not be assigned by either party without the prior written consent of the non-assigning party, which consent may be granted, denied, or conditioned in said party's discretion.

(j) Nothing in this IGA 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 IGA.

(k) Any delays in or failure of performance by any party of its obligations under this IGA shall be excused if such delays or failure are a result of acts of God, fires, floods, storms, lightning strikes, labor strikes, labor disputes, pandemic, accidents, regulations or orders of civil or military authorities, shortages of labor or materials, or other causes, similar or dissimilar, which are beyond the control of such party.

9. Electronic Signatures. This IGA 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.

10. Legal Authority. The parties assure that each possess the legal authority, pursuant to any proper, appropriate, and official motion, resolution, or other action passed or taken, to enter into this IGA. The person or persons signing and executing this IGA do hereby warrant that he/she/they have been fully authorized to execute this IGA and to validly and legally bind their respective principals to all the terms, conditions, and provisions set forth herein.

IN WITNESS WHEREOF, PRBD and the City have caused this agreement to be executed on their respective behalf by their proper officer. The effective date of this IGA is the Effective Date on the first page.

ATTEST:

_____
City Clerk

CITY OF PUEBLO, A MUNICIPAL CORPORATION

By_____
Nicholas A. Gradisar, Mayor
Date _____

PUEBLO REGIONAL BUILDING DEPARTMENT

By _____
Building Official
Date _____

City Clerk's Office Item # R-4

BACKGROUND PAPER FOR PROPOSED
ORDINANCE
.

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas A. Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

A grant providing a Department of Corrections crew to reduce wildland risk by cutting vegetation for six weeks within the City of Pueblo.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Approving and accepting a grant awarded to the City of Pueblo in an effort to reduce wildfire risk within the city limits. This grant will allow for wildland fire mitigation to take place along the Fountain and the Arkansas rivers.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ORDINANCE NO. 10255

AN ORDINANCE APPROVING A GRANT AWARD AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF NATURAL RESOURCES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Grant Award Agreement ("Agreement") between and Pueblo, a municipal corporation, and the State of Colorado, acting by and through the Colorado Department of Natural Resources, attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement to implement the policies and procedures described 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 August 8, 2022.

Final adoption of Ordinance by City Council on August 22, 2022.

President of City Council

Action by the Mayor:

☒ Approved on August 24, 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

Colorado Department of Natural Resources

DATE CMS XXXXXX, CTGG1 2023*XXXX

City of Pueblo Fire Department

Dear XXXXXXX:

We are pleased to inform you that the Department of Natural Resources, Division Name has approved your application for Crew Time pursuant to the Colorado Strategic Wildfire Action Program ("Program"). This letter authorizes you to proceed with the City of Pueblo Mitigation ("Project") in accordance with the terms of this Grant Award Letter.

Attached to this letter are the terms and conditions of your Grant. Please review these terms and conditions as they are requirements of this Grant to which you Grantee agree by accepting the Grant Funds.

If you have questions regarding this Grant, please contact: Courtney Young, Courtney.young@state.co.us, and Alison Lerch, Alison.lerch@state.co.us.

GRANT AWARD AGREEMENT
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Natural Resources 1313 Sherman Street Denver, Colorado 80203	**Agreement Number** CMS XXXXXX
Grantee City of Pueblo Fire Department	**Agreement Performance Beginning Date** The Effective Date
	Initial Agreement Expiration Date 12/31/2023
	State In-Kind Contribution Agreement CMS CMS XXXXXX
	State In-Kind Contribution Agreement CORE ID PAAA CTGG1 2023*XXXX
Agreement Amount Crew Time Grant (Weeks) 06	**Fund Expenditure/Crew Time End Date** 12/31/2023 or upon Project Completion, whichever occurs earlier **Agreement Authority** **This grant is authorized by section 24-33-117, C.R.S.**.

Agreement Purpose

The purpose of this Grant Agreement is to provide a grant of either cash or service in the form of crew time to implement wildfire mitigation projects or complete wildfire mitigation workforce training

Exhibits and Order of Precedence

The following Exhibits and attachments are included with this Agreement:

1. Exhibit A, Statement of Work.

In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

1. The provisions of the main body of this Agreement.
2. Exhibit A, Statement of Work

Principal Representatives

For the State:	For Grantee:
Angela Boag	Name
Department of Natural Resources	Organization
1313 Sherman Street	Address
Suite 719	Address 2
Denver, CO 80203	City, State, Zip
angela.boag@state.co.us	Email

SIGNATURE PAGE

THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature

Grantee City of Pueblo Fire Department	**STATE OF COLORADO** Jared S. Polis, Governor Department of Natural Resources Dan Gibbs
Signature: _____	Signature: _____
Printed Name: _____	Printed Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

STATE CONTROLLER
Robert Jaros, CPA, MBA, JD

Signature: _____

Printed Name: _____

Title: _____

Effective Date: _____

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the "State") hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the "Grantee") an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties' respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter by providing Grantee with an updated Grant Award Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State, or other funds used for this Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Grant Award Letter that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Grant Award Letter that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee's obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. If this Agreement is a Crew Time grant and the State terminates this Agreement in the public interest, the State shall provide crew time for the remainder of the Crew Week in the week that termination notice is given pursuant to this section 2.B. Grantee will not be entitled to any additional crew time provided by the State. Crew Time grants shall have no cash value to Grantees.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. "**Business Day**" means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.

B. "**CORA**" means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

C. **"Crew Week"** means the time increments for Crew Time grants. A Crew Week for grants of time from a conservation corps constitutes five (5) consecutive days. A Crew Week for grants of time from a SWIFT crew constitutes four (4) consecutive days.

D. "**Grant Award Letter**" means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.

E. "**Grant Funds**" means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.

F. "**Grant Expiration Date**" means the Grant Expiration Date shown on the first page of this Grant Award Letter.

G. "**Grant Issuance Date**" means the Grant Issuance Date shown on the first page of this Grant Award Letter".

H. "**Exhibits**" exhibits and attachments included with this Grant as shown on the first page of this Grant

I. "**Extension Term**" means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter

J. "**Goods**" means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

K. "**Incident**" means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.

L. "**Initial Term**" means the time period between the Grant Issuance Date and the Grant Expiration Date.

M. "**Matching Funds**" means the funds provided Grantee as a match required to receive the Grant Funds.

N. "**Party**" means the State or Grantee, and "Parties" means both the State and Grantee.

O. "**PII**" means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual's identity, such as name, social security number, date and place of birth, mother's maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally

P. "**Services**" means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.

Q. "**State Confidential Information**" means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently

becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

R. "**State Fiscal Rules**" means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

S. "**State Fiscal Year**" means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.

T. "**State Records**" means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.

U. "**SubGrantee**" means third-parties, if any, engaged by Grantee to aid in performance of

V. "**Work**" means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

W. "**Work Product**" means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. "Work Product" does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter. The State does not guarantee that crew time awards will be sufficient to complete the entire statement of work.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date. Crew Time grantees receive no cash value equivalent for crew time awards.

B. Crew Time Awards

Grantees receiving Crew Time grant awards are not entitled to any cash payment equivalents of the grant award. The State will pay the Conservation Youth Corps Association (CYCA) or the Colorado Department of Corrections, State Wildland Inmate Fire Teams (SWIFT) for Crew Weeks dedicated to the project described in Exhibit A in accordance with the terms of the respective agreement between the State and CYCA and SWIFT. The State will provide the Crew Weeks provided in the Cover Sheet of this Agreement to Grantee to be scheduled in accordance with Exhibit A and in coordination with Grantee and CYCA or SWIFT.

i. Available Crew Time

This Agreement confirms that CYCA or SWIFT has agreed that the Crew Weeks granted are available for the Work described in Exhibit A. Any enlargement of Crew Weeks that become necessary during implementation of the Work described in Exhibit A must be approved by amendment of this Agreement in writing in advance of any additional Crew Weeks.

ii. Emergency Crew Duties

SWIFT crews have duties to provide firefighting services in the event of a wildfire. If a wildfire occurs during a grantee Crew Week will supersede the State's obligation to provide the Crew Weeks in consecutive time. Any Crew Week interrupted due to wildfire emergencies will be completed by the SWIFT crew at the earliest possible date following completion of the SWIFT crew's firefighting duties. If a SWIFT crew's firefighting duties result in an inability of Grantee to complete the Work by the Fund Expenditure/Crew Time End Date, the State may extend the Term of this Agreement by amendment or may terminate this Agreement in the public interest as provided in **§2.B.**

iii. Crew Time - Failure to Perform

Timing and availability of Crew Weeks will be scheduled after Grantee and the State enter into this Agreement in accordance with Exhibit A. In the event that a conservation crew or SWIFT crew are unable to perform or performance of a Crew Week is interrupted due to unforeseen circumstances, including but not limited to crew illnesses, the Crew Week(s) will be completed by the crew at the earliest possible date following performance interruption. If the crew performance interruption results in an inability of Grantee to complete the Work by the Fund Expenditure/Crew Time End Date, the State may extend the Term of this Agreement by amendment or may terminate this Agreement in the public interest as provided in **§2.B.** Nothing in this Agreement guarantees that the crew time award if fully satisfied will complete all Work described in Exhibit A. This Agreement provides crew for an allotted period of time, not the guarantee of a completed Work.

iv. Available Funds - Contingency - Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to provide Crew Time shall be contingent upon such non-State funding continuing to

be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Crew Time that was delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.B**.

C. Close-Out.

Grantee shall close out this Grant within 30 days upon Project Completion or after the Grant Expiration Date, whichever occurs first. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING AND NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.C, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations. The State may impose any penalties for noncompliance which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all SubGrantees to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and SubGrantees as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and SubGrantees who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, and SubGrantees sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign or SubGrantee has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its SubGrantees will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any SubGrantees maintain all insurance customary for the completion of the Work done by that SubGrantee and as required by the State or the GIA.

11. BREACH OF Agreement

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of breach to the other Party. If the notified Party does not cure the Breach of Agreement, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in **§12** for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect. Failure of a crew to complete the Work described in Exhibit A in the crew time award allotted or as a result of termination in the public interest shall not constitute breach of this Agreement.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11,** shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and subcontracts with third parties. However, Grantee shall complete and deliver to the State all Work not canceled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.B**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or SubGrantees from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity. Failure of a crew to complete the entire scope of Work described in Exhibit A in the crew time allotted by this Agreement shall not constitute a breach of this Agreement by the State.

13. DISPUTE RESOLUTION

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in **§13.A** fails to resolve the dispute within 10 Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-102-202(3), C.R.S. for resolution in accordance with the provisions of §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (the "Resolution Statutes"), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, under the Resolution Statutes before Grantee pursues any further action as permitted by such statutes. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations.

14. NOTICES AND REPRESENTATIVES

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party's principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party's principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative by notice submitted in accordance with this section without a formal amendment to this Agreement

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product. Whether or not Grantee is under Agreement with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. To the extent that Work Product would fall under the definition of "works made for hire" under 17 U.S.C.S. §101, the Parties intend the Work Product to be a work made for hire

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State.

Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State

C. Exclusive Property of the Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under the Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: **(i)** entered into as exhibits to this Agreement; **(ii)** obtained by the State from the applicable third-party vendor; or **(iii)** in the case of open source software, the license terms set forth in the applicable open source license agreement

16. STATEWIDE CONTRACT MANAGEMENT SYSTEM

If the maximum amount payable to Grantee under this Agreement is $100,000 or greater, either on the Effective Date or at any time thereafter, this **§16** shall apply. Grantee agrees to be governed by and comply with the provisions of §24-106-103, §24-102-206, §24-106-106, and §24-106-107, C.R.S. regarding the monitoring of vendor performance and the reporting of Agreement performance information in the State's Agreement management system ("Contract Management System" or "CMS"). Grantee's performance shall be subject to evaluation and review in accordance with the terms and conditions of this Agreement, Colorado statutes governing CMS, and State Fiscal Rules and State Controller policies.

17. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement

B. Subcontracts

Grantee shall not enter into any subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subcontract upon request by the State. All subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement

C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference

I. Modifications

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement

K. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

L. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of the Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party

M. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.,* C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement

N. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in §17.A, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties

O. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege

P. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

Q. Standard Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession

R. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and SubGrantees secure and maintain at all times during the term of their employment, agency or subcontract, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

City Clerk's Office Item # R-5

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 8, 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 PARCELS 527306003 AND 527306004 FROM A-4, AGRICULTURAL FOUR ZONE DISTRCT TO I-2, INDUSTRIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone two .9-acre parcels from A-4, Agricultural Four Zone District to I-2, Industrial Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject properties are located in the West Side neighborhood and consist of two parcels bisected by an active railroad line. The parcels are currently undeveloped and are generally located north of West 12th Street, east of Jasper Street and west of Garnet Avenue. The neighborhood is characterized by a mixture of uses including industrial lands, some single-family homes, vacant properties, undeveloped prairie, and a landscaping business. These uses are set in a mixture of B-3, I-2, R-2 and A-4 zoned property. According to the Pueblo Comprehensive Plan, this property is designated Light Industry future Land Use Category. Light Industry is characterized by manufacturing, processing, and various other industrial uses. The applicant is proposing the rezoning to accommodate low level industrial uses or equipment storage in the future. The property immediately to the south already contains a roofing company and is zoned I-2. Commercial development of the property in the future may include onsite and offsite public improvements which will be handled during the commercial site plan review process depending on the scale of development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their July 13, 2022 Regular Meeting, voted 6-0 to recommend approval, Commissioner Avalos absent.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

If City Council does not approve this Ordinance the 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 July 13, 2022, Public Hearing
Planning and Zoning Commission Staff Report with Attachments and Exhibits

ORDINANCE NO. 10256

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE PARCELS 527306003 AND 527306004 FROM A-4, AGRICULTURAL FOUR ZONE DISTRCT TO I-2, INDUSTRIAL ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from A-4, Agricultural Four Zone District to I-2, Industrial Zone District:

Lots 1-9 and 35-40, Block 22, West Side Addition, excluding track sold to USA, formerly #05273-06-001

Lots 15 to 30, Block 22 West Side Addition, excluding tract sold to USA, Formerly #05273-06-002

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 August 8, 2022 .

Final adoption of Ordinance by City Council on August 22, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on August 24, 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



Rezoning Exhibit Z-22-10
Rezoning from A-4 to I-2
Parcels 527308004& 527308003
Legal Location: Lots 1-9 & 35-40, Blk 22, West Side Addition, ex track sold to USA
formerly #05273-06-001

N

0 45 90 180 270 Feet

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, July 13, 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 3:31 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, Cheryl Spinuzzi, Alexandra Aznar, Christopher Pasternak, Sarah Martinez, and Lisa Bailey.

Commissioners Absent: Patrick Avalos

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Bart Mikitowicz, Sr. Planner

APPROVAL OF THE JULY 13, 2022, AGENDA:

Bailey moved to approve the agenda with the following changes:

1. Move S-22-06, North Vista Filing No. 5 Subdivision to the August 10, 2022, Public Hearing.
2. Move CP-22-01, Pueblo Regional Comprehensive Plan to the last item on the July 13th agenda.
3. Move Z-22-05, Cottages at Park West Rezoning to the August 10, 2022, Public Hearing
4. Move S-22-03, Cottages at Park West, Subdivision to the August 10, 2022, Public Hearing.
5. Move SAP-22-01, Cottages at Park West, Special Area Plan to the August 10, 2022, Public Hearing.

Seconded by Aznar,

Motion carried 6-0, Avalos absent

PUBLIC HEARING AND ACTION

1. **Z-22-10 Rezone:** Parcels 527306003 & 527306004- Intersection of Jasper Street and 12th Street- legally described as Lots 1-9 and 35-40, Block 22, West Side Addition excluding track sold to USA from A-4, Agricultural Four to I-2, Industrial District.

   Staff report by Wade Broadhead, Sr. Planner, report given by Beritt Odom, Principal Planner

   BACKGROUND AND ANALYSIS:
   The subject property is located in the West Side neighborhood and consists of two parcels bisected by an active railroad line. The parcel is currently undeveloped and sits at the intersection of Jasper and 12th street just east of Pueblo Boulevard and 11th street. The neighborhood is characterized by a mixture of uses including industrial lands, some single-family homes, vacant properties, undeveloped prairie, and a landscaping business. These uses are set in a mixture of B-3, I-2, R-2, and A-4 zoned property.

   According to the Pueblo Comprehensive Comp Plan this property is designated Light Industry future Land Use Category. Light Industry is characterized by manufacturing, processing, and various other industrial uses. The applicant is proposing the rezoning to accommodate low level industrial uses or equipment storage in the future. The property immediately to the south already contains a roofing company and is zoned I-2. Commercial development of the property in the future may include onsite and offsite public improvements which will be handled during the commercial site plan review process depending on the scale of development. The northeast parcel in particular is adjacent to a platted but never fully constructed street. Adding buildings to that parcel may require extensive improvements.

   COMPREHENSIVE PLAN COMPLIANCE:
   The proposed rezoning request conforms with the Pueblo Regional Comprehensive Plan designation is Light Industry. The primary uses in Light Industry include research and development, manufacturing/processing, maintenance/repair shops, warehousing, and distribution. The *Light Industry* includes more intensive industrial uses that require larger sites and have a greater impact on surrounding areas, including outdoor storage and other on-site activities. The tentative plan for the site is industrial outdoor storage which is allowed in the Light Industry Future Land Use category. Zone District I-2 allows the proposed future uses, and the rezoning is consistent with the comprehensive plan designation.

   RECOMMENDATION:
   Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**.

   Castellucci asked about the parcel configuration of the rezoning request. Odom stated that the alley bisects the two separate parcels. Odom stated that it is likely that each of the parcels will most likely have to be subdivided prior to development because full street infrastructure is not present at either site.

Spinuzzi asked if the parcels may be used as is? Odom stated that it may be possible to institute an outdoor storage use without permanent structures and that would be more likely on the western parcel as Jasper runs adjacent.

HEARING: Melvin Ortiz, property owner testified in favor of the application.

No one testified in opposition.

MOTION: Bailey moved to approve. Seconded by Aznar.

Motion carried 6-0. Avalos absent.

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-22-10

TO:	City of Pueblo, Planning and Zoning Commission
FROM:	Wade Broadhead, Senior Planner
THROUGH:	Scott Hobson, Acting Director of Planning and Community Development
DATE:	July 13, 2022
SUBJECT:	Rezone from A-4, Agricultural Four to I-2, Industrial District
APPLICANT:	Melvin Ortiz
PROPERTY OWNER:	Same
LOCATION:	Parcels 527306003 and 527306004 Legal Description: Lots 1-9 and 35-40, Block 22, West Side Addition, excluding track sold to USA, formerly #05273-06-001 Generally located at the intersection of 12th Street and Jasper
CONCURRENT REQUESTS:	None

REQUEST:
The applicant is requesting to rezone two .9-acre parcels from A-4, Agricultural Four to I-2, Industrial District

BACKGROUND AND ANALYSIS:
The subject property is located in the West Side neighborhood and consists of two parcels bisected by an active railroad line. The parcel is currently undeveloped and sits at the intersection of Jasper and 12th street just east of Pueblo Boulevard and 11th street. The neighborhood is characterized by a mixture of uses including industrial lands, some single-family homes, vacant properties, undeveloped prairie, and a landscaping business. These uses are set in a mixture of B-3, I-2, R-2 and A-4 zoned property.

According to the Pueblo Comprehensive Comp Plan this property is designated Light Industry future Land Use Category. Light Industry is characterized by manufacturing, processing, and various other industrial uses. The applicant is proposing the rezoning to accommodate low level industrial uses or equipment storage in the future. The property immediately to the south already contains a roofing company and is zoned I-2. Commercial development of the property in the future may include onsite and offsite public improvements which will be handled during the commercial site plan review process depending on the scale of development. The northeast parcel in particular is adjacent to a platted but never fully constructed street. Adding buildings to that parcel may require extensive improvements.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

- **Site Character:**
  The project is in a mixed neighborhood setting with single family residences, vacant homes and lots, landscaping businesses, and a roofing company.

- **Neighborhood Compatibility:**

North	A-4, undeveloped land and one residence with livestock
East	I-2, undeveloped land and one residence
South	I-2, undeveloped land and one roofing company business
West	A-4/B-3/I-2- vacant and occupied homes, landscaping business, undeveloped parcels

- **Comprehensive Plan Compliance:**
  The proposed rezoning request conforms with the Pueblo Regional Comprehensive Plan designation is Light Industry. The primary uses in Light Industry include research and development, manufacturing/processing, maintenance/repair shops, warehousing, and distribution. The *Light Industry* includes more intensive industrial uses that require larger sites and have a greater impact on surrounding areas, including outdoor storage and other on-site activities. The tentative plan for the site is industrial outdoor storage which is allowed in the Light Industry Future Land Use category. Zone District I-2 allows the proposed future uses and the rezoning is consistent with the comprehensive plan designation.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- Minimum lot size and area:
  - The I-2 Zone District requires a minimum of 10,000 square foot of lot area, with a minimum of 50-foot-wide street frontage.
  - Each parcel is approximately .9 acres and they have a lot width of over 50 feet on Jasper and 12th Street. The existing site has been reviewed, and it complies with the minimum lot area and width for the proposed zone district.
- Lot coverage:
  - The I-2 Zone District allows a maximum lot coverage of 100% but there is no existing or proposed building at the time of this application.
  - At the time of building permit, any additional structures will be required to comply with the lot coverage and floor area ratio requirements.

- **Zone District performance standards:**
  Section 17-4-5(3), I-2 Performance Standards Regulations:
  - Additional performance standards will be reviewed at the time of commercial site plan request.

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 aware of the proposed rezoning.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- ❑ Comments **The legal description is on file and was submitted.**

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 use the property as ~~a~~ general industrial storage.**

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 has not outlined a timeline.**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- ❑ Comments **The applicant does not have a specific plan yet for the redevelopment of the property.**

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

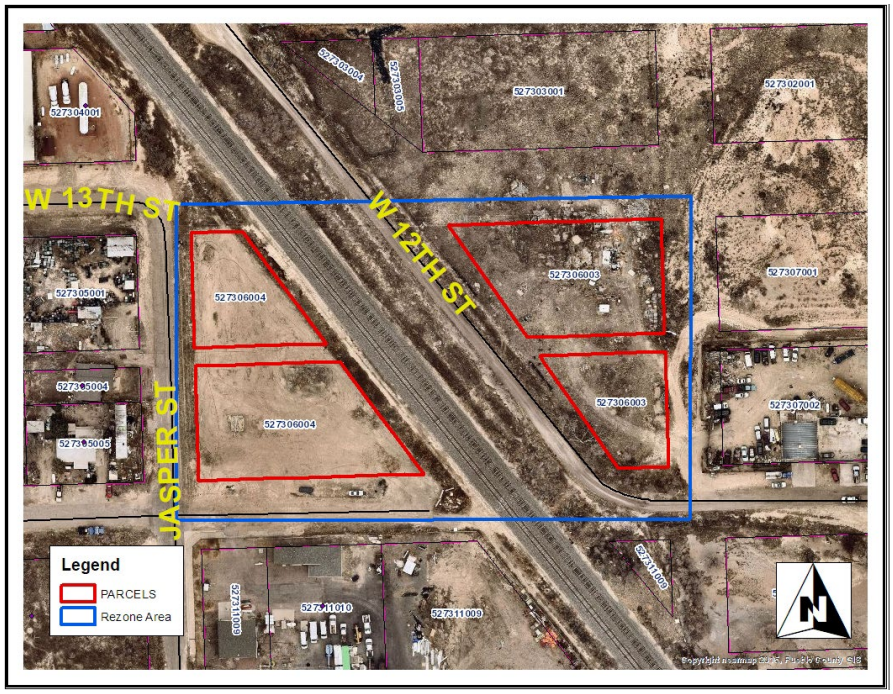
RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**.

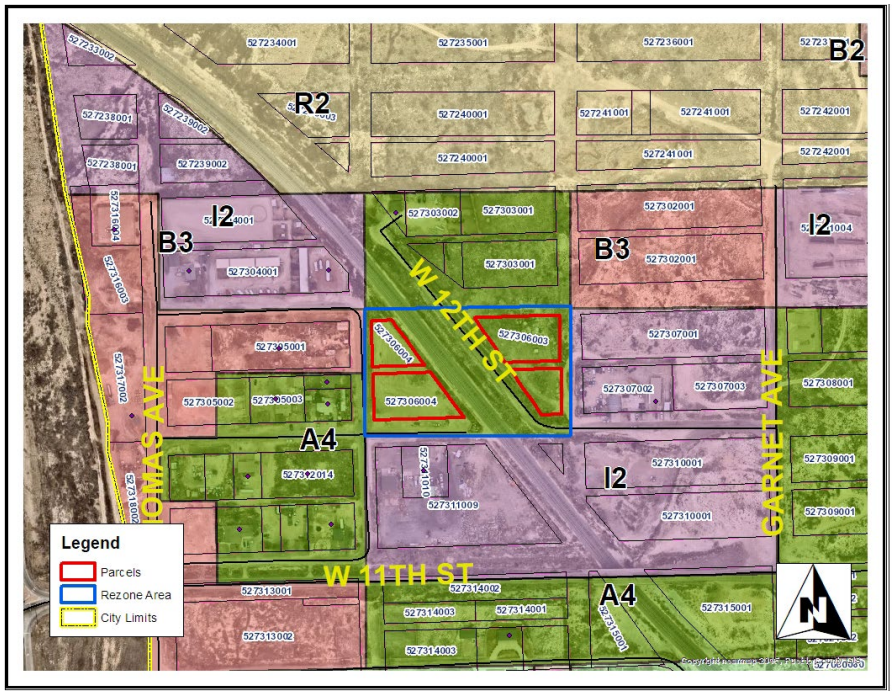
ATTACHMENTS:

A. Arial Photograph
B. Zoning Map
C. Comprehensive Plan Map
D. Pictometry View
E. Site Photographs
F. Application and Statement of Facts
G. Rezoning Map Exhibit

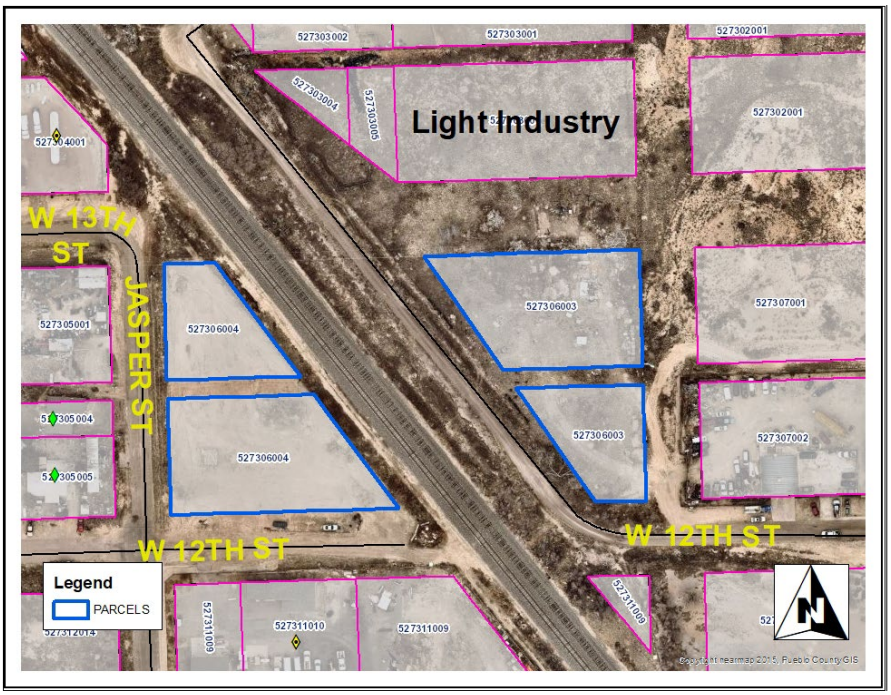
ATTACHMENTS:



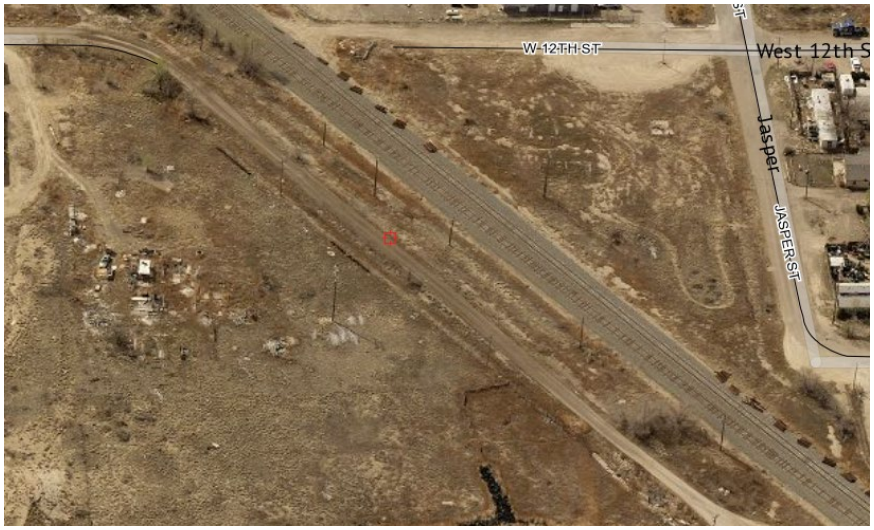
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Pictometry view of the property



E. Site Photographs: Looking South across 13th street



E. Site Photographs: View looking at the eastern parcel on the slope.

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: Melvin Ortiz	
Company:	
Address: 3900 Azalea St.	Zip: 81005
Phone: (719) 564-7425	Email: grammieda@yahoo.com
Applicant	
Name: Melvin Ortiz	
Company:	
Address: 3900 Azalea St.	Zip: 81005
Phone: (719) 564-7425	Email: grammieda@yahoo.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ( )	Email:
*The **applicant** will be the primary contact unless otherwise noted.*	

Project Location:
(address or general description)

Parcel# 5273060003 + 5273060004

Legal Description: Lots 1-9 + 35 Thru 40 BLK 22 West Side Add EXC TR SOLD TO USA #696497 Formerly #05273-06-001

Subdivision: Acreage:

Existing Zone District:	**Proposed Zone District:**
A-4	I-2

Purpose of this Application:

- [x] 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.

Rezone from A-4 to I-2 to conform to Comprehensive Plan Light Industrial. This will allow a use not authorized in a A-4

Description of area surrounding proposed development:

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.

To allow an industrial storage yard on site. Zims Towing is located to the east.

- [ ] 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: N/A

Estimated date for completion of project: N/A

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

Rezone to encourage redevelopment

- [ ] 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	

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

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:	Melvin Ortiz	
Signature:	Melvin Ortiz	Date: May 4, 2022
Applicant, if different from Property Owner		
Print Name:	Melvin Ortiz	
Signature:		Date: May 4, 2022

Parcel # 527306004

Lots 15 to 30 INC EXC TR SOLD TO USA # 696497
BLK 22 West Side ADD FORMERLY # 05273-06-002


Rezoning Exhibit Z-22-10
Rezoning from A-4 to I-2
Parcels 527308004&
527308003
Legal Location: Lots 1-9
& 35-40, Blk 22,
West Side Addition, ex track
sold to USA
formerly #05273-06-001
N
Feet
0 45 90 180 270
Rezoning from A-4 to I-2
Rezoning from A-4 to I-2
W 13TH ST
W 12TH ST
JASPER ST
527303003
527303002
527303001
527302001
527304001
527303004
527303005
527306004
527306003
527305001
527305004
527305003
527305005
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527311009
527310001
527314002
527314003
527314001
527313002
527314004
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June 28, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Melvin Ortiz** for approval of the following application:

Z-22-10 Parcels 527306003 & 527306004: Rezone two one-acre parcels legally described as lots 1-9 and 35 – 40, Block 22, West Side Addition excluding track sold to USA from A-4, Agricultural Four to I-2, Industrial District.

The Planning and Zoning Commission meeting will be held July 13, 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, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

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Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Sr. Planner
(719) 553-2280

CASE NUMBER Z-22-10

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at parcels 527306003 and 527306004 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.

6-27-22
_____
(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 parcels 527306003 and 527306004, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

6-27-22
_____
(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
MURPHY FRANK JAMES	1110 CROWLEY RD	ARLINGTON	TX	76012-2701
DK PROPERTIES LLC	1251 JASPER ST	PUEBLO	CO	81003-3941
WARD MICHAEL P	2017 JONES AVE	PUEBLO	CO	81004-2717
PRATT DENNIS SR	2101 HOG FARM RD	PUEBLO	CO	81005-9623
RODEWALD FAMILY TRUST	211 VERCELLI DR	PUEBLO	CO	81005-1142
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
VILLALOBOS CORRAL URIEL	2221 NEWPORT AVE	PUEBLO	CO	81003-3811
FLOYD ROSA L/FLOYD CARLTON J/FLO	22457 E POLK DR	AURORA	CO	80016-7005
C + L TURNER PROPERTIES LLC + JASPER	3202 W 10TH ST	PUEBLO	CO	81003-3963
GINTHER JAMES B	3205 W 12TH ST	PUEBLO	CO	81003-3930
NUNNERY BERNIS LEE	3225 W 11TH ST	PUEBLO	CO	81003-3955
ORTIZ MELVIN	3900 AZALEA ST	PUEBLO	CO	81005-3012
DREILING CYNTHIA A	630 S CAMROSE DR	PUEBLO WEST	CO	81007-1527
MARTIN FRANCK	6809 TIGER WALK	LITTLETON	CO	81024-9586
FLICK JAY E	PO BOX 62	PORT ISABEL	TX	78578-0062

BACKGROUND PAPER FOR PROPOSED ORDINANCE

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Nicholas Gradisar, Mayor

VIA: Marisa Stoller, City Clerk

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

SUBJECT: AN ORDINANCE AMENDING CHAPTER 1 OF TITLE X AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE WITH REGARDS TO ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER ELECTRIC DEVICES

SUMMARY:

Attached for consideration is a Text Amendment that will amend Chapter 1 of Title X and Chapter 1 of Title XV of the Pueblo Municipal Code. These amendments relate to the operation and speed of electric bicycles ("e-bikes") and electric scooters ("e-scooters").

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Currently, Title X of the Pueblo Municipal Code does not allow for e-bikes, e-scooters, and other electric devices to be operated on paths and trails that are established for bicycle and pedestrian uses. With the increase in the popularity of these types of electrically assisted transportation devices, an Ordinance is being proposed that addresses the types of electric devices that would be allowed on paths and trails, set a maximum speed limit of 20 miles per hour for their use and designate the locations on the paths and trails where the electric devices are allowed. This proposed Ordinance would change Chapter 1 of Title X and Chapter 1 of Title XV of the Pueblo Municipal Code to permit Class 1 and Class 2 e-bikes, e-scooters, and other electric devices to be operated on bike and pedestrian trails and paths. The operation of Class 3 e-bikes would be prohibited and unlawful because of the high speed of 28 mph or more at which they can operate. City Staff has researched municipal codes for the City of Fort Collins, City of Durango and City of Grand Junction and determined that these cities have amended their code to allow these modes of transportation.

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:

If the code is not amended in accordance with this Ordinance, City paths and trails will remain closed to electric bikes and scooters.

RECOMMENDATION:

Staff recommends approval of this Ordinance.

Attachments:
Proposed Ordinance

ORDINANCE NO. 10257

AN ORDINANCE AMENDING CHAPTER 1 OF TITLE X AND CHAPTER 1 OF TITLE XV OF THE PUEBLO MUNICIPAL CODE WITH REGARDS TO ELECTRIC BICYCLES, ELECTRIC SCOOTERS, AND OTHER ELECTRIC DEVICES

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 10-1-13 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 10-1-13. - Unlawful acts.

(a) In any park or park property within or outside the City, it shall be unlawful for any person to commit any one (1) or more of the following acts **or otherwise violate the following provisions**:

(1) To permit any dog or other animal to run at large. **"**At large**"** shall mean not under control of the owner or person in charge of the animal, whether by leash, bridle, halter, yoke or other physical means of restraint.

(2) To hitch any horse or other animal to any tree, shrub, fence or other structure**,** except such as are provided for such purpose.

(3) To drive or permit any **[**velocipede,**]** bicycle, tricycle, **electrical assisted bicycle, scooter, electrical assisted scooter, segway, [**wheelbarrow,**]** handcart**,** or other **human powered** vehicle **[**or any horse or other animal to be driven**]** on **[**foot-walks, paths, trails, sidewalks,**]** grass plats or planting places **[**, except that horses shall not be excluded from bridle paths and trails specifically designated for horse riding by appropriate sign**]**. **A person may drive or permit any bicycle, tricycle, electrical assisted bicycle, scooter, electrical assisted scooter, handcart, or other human powered vehicle on sidewalks, foot-walks, paths, and trails. Horses or other animals may only be ridden on foot-walks, paths, trails, sidewalks, and bridle paths specifically designated for horse riding by appropriate sign, but may not be ridden on grass plats or planting places. Vehicles shall not be driven**

or permitted anywhere the City has posted a sign prohibiting the use thereof.

…

SECTION 2.

Section 10-1-16 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 10-1-16. - Motorized vehicles prohibited in certain areas.

(a) As used in this Section, the term motorized vehicle shall mean any self-propelled device capable of transporting persons or property, **including but not limited to electric and gas vehicles,** except that such term shall not include motorized wheelchairs **or mobility assisting devices** used by persons with mobility handicaps.

(b) Except as otherwise provided in Subsection (c) of this Section, it shall be unlawful for any motorized vehicle to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of the river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director.

(c) This Section shall not apply to the operation of a motor vehicle upon any designated street or highway which passes through a City-owned park or recreation area and upon which the operation of motorized vehicles is not expressly prohibited by posted signs or by the provisions of this Chapter or any other ordinance of the City.

(d) It is lawful for electrical assisted bicycles, electrical assisted scooters, segways, or other human powered vehicles to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of the river trail or bike path system in accordance with Pueblo Municipal Code Section 10-1-13(a)(3).

(e) It is unlawful for persons operating electrical assisted bicycles, electrical assisted scooters, segways, or other human powered vehicles to exceed twenty (20) miles per hour or any posted speed limits in any City-owned park or recreation area or upon any area designated or posted as part of the river trail or bike path system.

(f) It shall be unlawful for any Class 3 electrical assisted bicycle, as defined

by the 2020 Model Traffic Code incorporated by Pueblo Municipal Code Section 15-1-1, to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director. For the avoidance of doubt, a "Class 3 electrical assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight (28) miles per hour.

SECTION 3.

Section 15-1-10 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 15-1-10. - Motorized vehicles in certain areas.

(a) As used in this Section, the term motorized vehicle shall mean any self-propelled device capable of transporting persons or property, **including but not limited to electric and gas vehicles,** except that such term shall not include motorized wheelchairs **or mobility assisting devices** used by persons with mobility handicaps.

(b) Except as otherwise provided in Subsection (c) of this Section, it shall be unlawful for any motorized vehicle to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director.

(c) This Section shall not apply to the operation of a motor vehicle upon any designated street or highway which passes through a City-owned park or recreation area and upon which the operation of motorized vehicles is not expressly prohibited by posted signs or by the provisions of this or any other ordinance of the City.

(d) It is lawful for electrical assisted bicycles, electrical assisted scooters, segways, or other human powered vehicles to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of the river trail or bike path system in accordance with

Pueblo Municipal Code Section 10-1-13(a)(3).

(e) It is unlawful for persons operating electrical assisted bicycles, electrical assisted scooters, segways, or other human powered vehicles to exceed twenty (20) miles per hour or any posted speed limits in any City-owned park or recreation area or upon any area designated or posted as part of the river trail or bike path system.

(f) It shall be unlawful for any Class 3 electrical assisted bicycle, as defined by the 2020 Model Traffic Code incorporated by Pueblo Municipal Code Section 15-1-1, to be driven or operated in any City-owned park or recreation area or upon any area designated or posted as part of river trail or bike path system within the City unless the operator has first obtained a permit for operation from the Director. For the avoidance of doubt, a "Class 3 electrical assisted bicycle" means an electrical assisted bicycle equipped with a motor that provides assistance only when the rider is pedaling and that ceases to provide assistance when the bicycle reaches a speed of twenty-eight (28) miles per hour.

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 8, 2022.

Final adoption of Ordinance by City Council on August 22, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 24, 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

_____
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: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, AND FIREARMS, REGARDING REIMBURSEMENT OF POLICE PERSONNEL OVERTIME AND OTHER EXPENSES ACCRUED WHILE WORKING JOINT OPERATIONS

SUMMARY:

U.S. Department of Justice, Bureau of Alcohol, Tobacco, and Firearms has provided an agreement to the Pueblo Police Department to reimburse overtime and other associated expenses by police personnel pertaining to joint operations

PREVIOUS COUNCIL ACTION:

On October 25, 2021 in Ordinance No. 10030, City Council approved a Memorandum of Understanding with ATF continuing the Violent Crime/NIBIN Task Force through September 30, 2026.

BACKGROUND:

ATF and the Pueblo Police Department has a long-standing Task Force with the mission of, proactively and reactively, targeting Armed Violent Offenders and NIBIN investigations which focus on intelligence-led policing techniques and target those responsible for committing violent crime in Pueblo, Colorado. Additionally, PPD TFOs assist ATF with violent crime investigations outside the Pueblo, Colorado area when necessary.

Since the establishment of this Task Force, the Pueblo Police Department has dedicated two officers to the Task Force. The Task Force has investigated hundreds of cases involving the illegal use of firearms, explosives, and violent crime resulting in successful State and Federal prosecutions.

FINANCIAL IMPLICATIONS:

Participation in the reimbursement program and approval of the Agreement will significantly decrease the overtime costs and other expenses the Police Department must pay from its regular budget which result from PPD personnel working joint operations.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

The alternative is to refuse the Agreement leaving the City of Pueblo responsible for all costs associated with conducting joint operations.

RECOMMENDATION:

Approval of the Ordinance.

Attachments:
Memorandum of Agreement between the City of Pueblo and U.S. Department of Justice, Bureau of Alcohol, Tobacco, and Firearms

ORDINANCE NO. 10258

AN ORDINANCE APPROVING AND ACCEPTING AN AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE U.S. DEPARTMENT OF JUSTICE, BUREAU OF ALCOHOL, TOBACCO, AND FIREARMS, REGARDING REIMBURSEMENT OF POLICE PERSONNEL OVERTIME AND OTHER EXPENSES ACCRUED WHILE WORKING JOINT OPERATIONS

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept an Agreement with the U.S. Department of Justice, Bureau of Alcohol, Tobacco, and Firearms ("ATF"); and

WHEREAS, the Agreement will provide reimbursement for police overtime and other expenses related to joint operations with ATF; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Agreement between the City on Pueblo on behalf of the Pueblo Police Department and the U.S. Department of Justice, Bureau of Alcohol, Tobacco, and Firearms to reimburse overtime and other associated expenses by police personnel pertaining to joint operations, a copy of which is attached hereto, having been approved 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, 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 this Ordinance and the attached Agreement to implement the transactions 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 August 8, 2022 .

Final adoption of Ordinance by City Council on August 22, 2022 .

President of City Council

Action by the Mayor:

☒ Approved on August 24, 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

U.S. Department of Justice

Bureau of Alcohol, Tobacco,
Firearms and Explosives

Washington, DC 20226
www.atf.gov

MEMORANDUM OF AGREEMENT

Between the
Bureau of Alcohol, Tobacco, Firearms and Explosives
and
Pueblo Police Department
for
Reimbursement of Overtime Salary Costs
associated with
ATF TASK FORCE

****

This Memorandum of Agreement (MOA) is entered into by the Bureau of Alcohol, Tobacco, Firearms and Explosives (ATF), headquartered in Washington, D.C., and the City of Pueblo, a Colorado Municipal Corporation, on behalf of the Pueblo Police Department ("City" or "Pueblo Police Department"), headquartered in Pueblo, CO for the purpose of reimbursement of overtime salary costs and other costs, with prior ATF approval, including but not limited to travel, fuel, training, and equipment, incurred by the Pueblo Police Department in providing resources to assist ATF.

Payments may be made to the extent they are included in ATF's Fiscal Year Plan and the monies are available to satisfy the request(s) for reimbursable overtime expenses.

I. DURATION OF THIS MEMORANDUM OF AGREEMENT

This MOA is effective on October 1, 2022, with the signatures of all Parties and terminates at the close of business on September 30, 2027, subject to Section VII of the MOA.

II. AUTHORITY

This MOA is established pursuant to the following provisions:

1. Title 28, U.S.C., Section 524(c), the Department of Justice, Assets Forfeiture Fund, which provides for the payment of overtime salaries, travel, fuel, training, equipment and other similar costs of State and local law enforcement officers that are incurred in a

joint asset forfeiture law enforcement operation with a Federal law enforcement agency participating in the Assets Forfeiture Fund initiative.

2. Departments of Commerce, Justice, and State, the Judiciary, and Related Agencies Appropriations Bill, which provides for the reimbursement of overtime salary costs of local, county, or State law enforcement agencies incurred while assisting ATF in joint law enforcement operations.

3. Title 28, U.S.C., Section 530C, which provides that the activities of the Department of Justice (including any bureau, office, etc.) may be carried out through any means, including through contracts, grants, or cooperative agreements with non-Federal parties.

This Memorandum of Agreement (MOA) is not a funding allocation document.

III. PURPOSE OF THIS MEMORANDUM OF AGREEMENT

This MOA establishes the procedures and responsibilities of both the Pueblo Police Department and ATF for the reimbursement of certain overtime and other pre-approved expenses incurred pursuant to the authority in Section II.

IV. NAME OF JOINT OPERATION/TASK FORCE (if applicable)

The name of this joint operation/task force: ATF TASK FORCE

V. CONDITIONS AND PROCEDURES

A. The Pueblo Police Department shall assign officer(s) to assist ATF in investigations of Federal, state, and local laws. To the maximum extent possible, the officer(s) will be assigned on a dedicated, rather than rotational basis. The Pueblo Police Department shall provide ATF with the name(s), title(s), and employee identification number(s) of the officer(s) assigned to the investigation.

B. The Pueblo Police Department shall provide ATF, within ten (10) calendar days of the signing of this MOA, with a contact name, title, telephone number and address. The Pueblo Police Department shall also provide the name of the official responsible for providing audit information under paragraph VI of this MOA, and the name of the official authorized to submit an invoice to ATF under paragraph V, subparagraph E.

C. The Pueblo Police Department shall provide ATF, within ten (10) calendar days of the signing of this agreement, with the financial institution where the law enforcement agency wants the Electronic Funds Transfer (EFT) payment deposited for reimbursement. The mechanism for this is the Unified Financial Management System (UFMS) Vendor Request Form. Within the UFMS Vendor Request form,

the DUNS Number should be provided (DUNS – Data Universal Numbering System, identifies business entities on a location-specific basis) under section 12. When completed, forward this form to the appropriate ATF field office address:

ATF, ATTN: RAC Brandon Garcia, 5755 Mark Dabling Boulevard, Suite 350, Colorado Springs, CO 80919

D. The Pueblo Police Department may request reimbursement for payment of overtime expenses and other costs with prior ATF approval, including but not limited to travel, fuel, training, and equipment, directly related to work performed by its officer(s) assigned as members of a joint operation/task force with ATF for the purpose of conducting an official investigation.

E. Invoices submitted to ATF for the payment of expenses must be submitted on the appropriate forms as provided by ATF. The invoice shall be signed by an authorized representative of the Pueblo Police Department and submitted to ATF field office for signature and verification of the invoice.

F. The Pueblo Police Department will submit all requests for reimbursable payments, together with the appropriate documentation, to ATF by the 10th day of each subsequent month that the agency is seeking reimbursement.

(1) If the reimbursement request is not received by the ATF field office by the 10th of the subsequent month, the ATF field office will advise the agency, in writing, that the reimbursement request is late, and if the reimbursement request is not received within the next 10 working days, the overtime costs will not be reimbursed.

(2) No waivers or extensions will be granted or honored. The Pueblo Police Department will submit the request for reimbursement via mail, email, or fax to the following address:

ATF, ATTN: RAC Brandon Garcia, 5755 Mark Dabling Boulevard, Suite 350, Colorado Springs, CO 80919, Brandon.Garcia@atf.gov

G. The ATF Supervisor shall be responsible for certifying that the request is for overtime expenses incurred by the Pueblo Police Department for participation with ATF during the joint operation/task force. The responsible State or local official shall also certify that requests for reimbursement of expenses have not been made to other Federal law enforcement agencies.

H. The Pueblo Police Department acknowledges that they remain fully responsible for their obligations as the employer of the officer(s) assigned to the joint operation/task force and are responsible for the payment of the overtime earnings, withholdings, insurance coverage, and all other requirements by law, regulations,

ordinance or contract regardless of the reimbursable overtime charges incurred.

I. All reimbursable hours of overtime work covered under this MOA must be approved in advance by the ATF supervisor.

J. All sworn State, county and local law enforcement officers cannot exceed the fiscal year reimbursement cap, which is the equivalent of 25 percent of a GS-12, Step-1 salary. Sworn law enforcement officers in the State, county or local law enforcement agency assigned to cover when a TFO/Special Deputy or other sworn law enforcement officer, has been called away on an ATF matter, shall not be reimbursed with SLOT funds.

K. Any Sworn State, county and local law enforcement officer receiving funding from multiple sources, such as Organized Crime Drug Enforcement Task Force (OCDETF) or High Intensity Drug Trafficking Area (HIDTA), cannot exceed the fiscal year salary cap when all funding is combined; it is the RAC/GS's responsibility to ensure that the officer does not receive double funding in excess of the fiscal year cap.

L. The ATF supervisor will forward all approved reimbursement requests to the Division Chief, Asset Forfeiture & Seized Property Division for payment.

M. **This document (MOA) does not obligate funds.** Funding authority, with maximum reimbursement costs to any one law enforcement officer during the fiscal year (October 1 – September 30); will be provided through other documents. The agency will receive an allocation confirmation from the field division.

If available, the funding for fiscal years 2023, 2024, 2025, 2026 and 2027 is contingent upon annual appropriation laws, Title 28, U.S.C., Section 524(c), annual appropriations, and Title 31, U.S.C., Section 332.

If available, funding allocations for reimbursement of expenses will be transmitted through a separate document.

VI. PROGRAM AUDIT

This MOA and its procedures are subject to audit by ATF, the Department of Justice, Office of Inspector General, the Government Accountability Office, and other auditors authorized by the Federal government. The Pueblo Police Department agrees to permit such audits and agrees to maintain all records relating to these transactions for a period of not less than three years; and in the event of an on-going audit, until such time as the audit is completed.

These audits include reviews of any and all records, documents, reports, accounts, invoices, receipts, or expenditures relating to this agreement; as well as the interview of

any and all personnel involved in these transactions.

VII. REVISIONS

The terms of this MOA may be amended upon written approval by the original parties, or their designated representatives. Any amendment to this MOA becomes effective upon the date of approval as stated in the amendment. Either party can cancel this MOA upon 60-calendar day's written notice to the other party. The ATF will only process requests for overtime incurred before the date of cancellation, absent a specific written agreement to the contrary.

VIII. NO PRIVATE RIGHT CREATED

This is an internal Government agreement between ATF and the Pueblo Police Department. Nothing in this Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

IX. LIMITATIONS

A. The relationship between the Parties to this Agreement is and shall remain that of independent departments and agencies. Nothing herein shall be construed to imply either Party's employees are employees of the other.

B. A determination that any term of this MOA is invalid for any reason shall not affect The validity of the remaining terms.

C. The obligations in this MOA are subject to the availability of the necessary resources to the Parties. No provision of this MOA shall be interpreted to require obligation or payment of funds in violation of the Anti-deficiency Act, 31 U.S.C. Section 1341, Colorado TABOR, Article X, § 20 of the Colorado Constitution, or other applicable laws.

D. Each Party shall assume the responsibility and liability for the acts and omissions of its own employees or agents in connection with the performance of their obligations under this Agreement that are executed within the scope of their employment, including claims for injury, loss or damage to personal property or death, except in the case of the federal Government, liability shall be determined pursuant to the Federal Tort Claim Act (FTCA – 28 U.S.C. Section 1346).

E. The mutual covenants and terms, and any applicable MOUs, represent the entire Agreement and understanding of the Parties with respect to the subject matter hereof, and supersede all prior and contemporaneous agreements and

understandings relative to such subject matters. No representations or statements of any kind made by either Party, which are not expressly stated herein, shall be binding on such Party.

F. Failure or delay on the part of any Party to exercise any right, remedy, power or privilege hereunder shall not operate as a waiver thereof. A waiver, to be effective, must be in writing and signed by the Party making the waiver. A written waiver of a default shall not operate as a waiver of any other default or of the same type default on a future occasion.

G. The terms and provisions in this Agreement shall be construed under the Applicable federal statutes and regulations.

X. SIGNATURES AND ACKNOWLEDGEMENT

A. By subscription of their signatures below, the Parties represent and warrantthat they are duly authorized to enter into this MOA on behalf of ATF and Pueblo Police Department.

B. By subscription of their signatures below, the Parties acknowledge that they have read, understand, and intend to abide by the terms of this MOA.

_____

Nicholas Gradisar
Mayor
City of Pueblo

Date: _____

Digitally signed by DAVID BOOTH
Date: 2022.05.03 13:50:21 -06'00'

_____

David S. Booth
Special Agent in Charge
Denver Field Division
ATF

Date: _____

IHOR KOLCIO Digitally signed by IHOR KOLCIO
Date: 2022.05.03 11:05:14 -04'00'

_____

Eric Lippold
Deputy Chief Financial Officer
Office of Management
ATF

Date _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE AMENDING TITLE XI OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW CHAPTER 13 RELATING TO THE CREATION OF A COMMUNITY SERVICE OFFICER POSITON, AND ESTABLISHING AUTHORITY AND ENFORCEMENT POWERS IN ACCORDANCE THEREWITH

SUMMARY:

Attached for consideration is an amendment to the Pueblo Municipal Code adding a new Chapter 13 to Title XI relating to the creation of a Community Service Officer position within the Pueblo Police Department, and establishing the authority and enforcement powers of the position so that it may assist the Department with law enforcement and administrative tasks.

PREVIOUS COUNCIL ACTION:

There has been no previous City Council action with regards to this Ordinance.

BACKGROUND:

Other law enforcement agencies across the state have experienced considerable success through the civilianization of law enforcement duties traditionally performed by sworn officers by implementing Community Service Officer programs. Community Service Officers ("CSO's") are specially trained civilians able to assist with tasks, such as non-injury traffic accidents; abandoned vehicles and other traffic hazards; parking violations; found property; investigation and police report drafting for "cold" calls with no suspect information, such as low-level burglaries and thefts, criminal mischief, frauds and forgeries, nuisances and littering; supplements to reports and collection of evidence; and issuance of summonses and complaints to Municipal Court. By allowing CSO's to cover those responsibilities, the Department's sworn personnel assigned to the patrol division can allocate their time to higher priority calls for service, allowing the Department to operate more efficiently and better serve the needs of the public.

To prepare the CSO's for their role, they will attend an abbreviated version of the Department's training academy and field officer training program. Once released from the training program to full duty, the CSO's will work during the busiest time of the day (0800 to 2200) when the Department receives approximately 82% of its calls for service.

This program may also serve as a valuable recruitment tool and feeder program for the patrol division.

Portions of the animal control code have not been updated in several years, where some sections are the same as originally enacted in 1957. The amendments here are intended to update the code to address the needs and desires of the community while also preventing potential nuisances. The code will be further expanded to include most, if not all, animals and will include regulations thereto. New regulations will include: (i) the creation of a “potentially dangerous animal” charge, which is a lesser offense than “vicious animal” and provides additional avenues to address dangerous animals; (ii) a new class of license for “multiple animals” that is not specific to cats and dogs, and limits on the number of animals without such a license; (iii) clearer authority for the powers and roles of animal control officers; (iv) greater protections against the spread of rabies; (v) slightly increased fees to address the increased cost of impoundment and care; and (vi) additional crimes constituting “cruelty to animals.”

FINANCIAL IMPLICATIONS:

The program will begin with 4 full-time employees. Four additional full-time positions will be requested in 2023. Implementing the program and hiring new employees will result in hiring costs for background checks, psychological and polygraph testing; salary and benefit costs; equipment; and other incidental needs.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, the Pueblo Municipal Code will not be amended to reflect the proposed changes and the Pueblo Police Department will not be able to implement its new Community Service Officer program.

RECOMMENDATION:

The Pueblo Police Department recommends approval of this Ordinance.

Attachments:

ORDINANCE NO. 10259

AN ORDINANCE AMENDING TITLE XI OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW CHAPTER 13 RELATING TO THE CREATION OF A COMMUNITY SERVICE OFFICER POSITON, AND ESTABLISHING AUTHORITY AND ENFORCEMENT POWERS IN ACCORDANCE THEREWITH

WHEREAS, City Council is committed to protecting the health, safety, and welfare of the public; and

WHEREAS, The Pueblo Police Department desires to create and staff a Community Service Officer program to assist the Department with law enforcement and administrative tasks; and

WHEREAS, The Pueblo Police Department will hire individuals and appoint them to the position of Community Service Officer, providing them with special training and authority so that as civilians they may assist with traditionally sworn duties; 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.

Title XI of the Pueblo Municipal Code is hereby amended to add a new Chapter 13 to read as follows:

CHAPTER 13 – Community Service Officers

Sec. 11-13-1. - Community Service Officers.

The Chief of Police is authorized to designate and appoint Community Service Officers. Community Service Officers employed by the City and assigned to the Pueblo Police Department are appointed law enforcement officers of the City with the authority to issue a summons and complaint for a violation of the Pueblo Municipal Code or other City ordinances, as herein authorized. Community Service Officers shall act under the direction and supervision of the Chief of Police and shall be specifically trained with respect to the types of activities prohibited by and that constitute a violation of the Pueblo Municipal Code or City ordinance. Community Service Officers shall not be certified peace officers as defined in Article 2.5 of Title 16, C.R.S.

Sec. 11-13-2. - Authority and Enforcement of Laws.

(a) The Chief of Police shall issue a letter of appointment to Community Service Officers. Community Service Officers shall possess only those powers, privileges and duties as specified in the letter of appointment. Such powers, privileges and duties may include, but are not limited to:

(1) A Community Service Officer that has reasonable grounds to believe any provision of this Chapter 1 of Title XI or Chapters 1 or 2 of Title XV, as amended, is currently being or has been violated, may be authorized to issue and serve a summons and complaint to the person responsible, irrespective of having first issued a notice and order or order to cease and desist.

(2) A Community Service Officer that finds a vehicle, attended or unattended, standing upon any portion of a street or highway right-of-way within the City in such a manner as to constitute a violation of the Pueblo Traffic Code or other City ordinance, or in a municipal parking lot in violation of Sec. 15-2-14, may be authorized to cause the vehicle to be moved, seized, immobilized, impounded or towed to eliminate any such obstruction, in accordance with Title XV, Chapter 1 or 2 of the Pueblo Municipal Code, as amended.

(3) A Community Service Officer may be authorized direct all traffic by voice, hand or signal in conformance with state traffic laws and the traffic ordinances of the City, provided that, in the event of fire or other emergency or to expedite traffic or safeguard pedestrians, such officers may be authorized to direct traffic at the site of the emergency or in the immediate vicinity thereof as conditions may require notwithstanding the provisions of the state traffic laws and the traffic ordinances of the City.

(b) The authority and jurisdiction of Community Service Officers under this section may extend to all areas within the City limits, and to all lands owned, leased or managed by the City, including but not limited to the Pueblo Mountain Park, Pueblo Motorsports Park and Raceway, Pueblo Honor Farm Park and Open Space Motocross Track, and Pueblo Municipal Airport.

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 thirty (30) days following final passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on August 8, 2022.

Final adoption of Ordinance by City Council on August 22, 2022.

President of City Council

Action by the Mayor:

☒ Approved on August 24, 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: August 8, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chief Chris Noeller, Pueblo Police Department
Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, A QUESTION RELATING TO THE EXTENSION OF THE ONE-FIFTH PERCENT (.2%) SALES AND USE TAX RATE FOR FIVE YEARS FOR POLICE PERSONNEL AND OPERATING COSTS AND THE ADOPTION OF ORDINANCE NO. 10260 TO IMPLEMENT THE EXTENSION

SUMMARY:

Attached is a proposed Ordinance referring the extension of the one-fifth percent (.2%) sales and use tax ballot question to the voters of the City of Pueblo at the November 8, 2022 special municipal election. Since January 1, 2018, revenues from this Public Safety Sales Tax ("PSST") have been used to assist the City in paying the personnel and operating costs of the Pueblo Police Department.

PREVIOUS COUNCIL ACTION:

On July 24, 2017, by Ordinance No. 9147, City Council referred the PSST ballot measure to the electorate, which was approved at the November 3, 2017 general municipal election.

BACKGROUND:

The PSST will expire December 31, 2022. The attached Ordinance will give Pueblo voters the option to extend the PSST for an additional 5 years, from January 1, 2023 to December 31, 2027. Due to the requirements of the Taxpayers Bill of Rights ("TABOR"), Article X, §20 of the Colorado Constitution, any extension of an existing tax must be approved by the voters.

FINANCIAL IMPLICATIONS:

Extension of the PSST will assist the City in paying the personnel and operating costs of the Pueblo Police Department.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the Ordinance is not approved, Pueblo voters will not have the option of extending the PSST for an additional 5 years.

RECOMMENDATION:

This Ordinance must be adopted in order to refer the ballot measure to the voters.

Attachments:
Proposed Ordinance

ORDINANCE NO. 10261

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022, A QUESTION RELATING TO THE EXTENSION OF THE ONE-FIFTH PERCENT (.2%) SALES AND USE TAX RATE FOR FIVE YEARS FOR POLICE PERSONNEL AND OPERATING COSTS AND THE ADOPTION OF ORDINANCE NO. 10260 TO IMPLEMENT THE EXTENSION

WHEREAS, the City of Pueblo, Colorado (the "City") presently imposes, pursuant to Chapter 4, Title XIV of the Pueblo Municipal Code (the "Code"), a sales and use tax rate of 3.7%; and

WHEREAS, revenues from one-fifth percent of the sales and use tax rate (.2% of the 3.7% rate) commonly referred to as the “Public Safety Sales Tax” or “PSST” are deposited in a special fund known as the "Police Sales and Use Tax Fund" (the "Fund"); and

WHEREAS, the provisions in the Code implementing the PSST one-fifth percent (.2%) sales and use tax rate expire on December 31, 2022; and

WHEREAS, the City’s Police Department has increasing personnel needs and operating expenses which remain difficult to pay due to current fiscal constraints. Continuation of the PSST for an additional five (5) years will assist the City in meeting these needs; and

WHEREAS, the City Council of the City has determined and hereby finds and determines that extending the one-fifth percent (.2%) sales and use tax rate dedicated to police personnel and operating costs would promote the public peace, health, safety and welfare of the residents of the City; and

WHEREAS, Section 18-5 of the Charter of the City requires that ordinances which have been adopted by an affirmative vote of the electorate, be amended only upon a vote of the electorate adopting the amending ordinance; and

WHEREAS, the City Council has proposed an ordinance (Ordinance No. 10260), which is attached hereto and which, if adopted by the voters of the City, would extend the PSST one-fifth percent (.2%) sales and use tax rate for an additional five years; and

WHEREAS, Article X, Section 20 of the Colorado Constitution, as interpreted by the Colorado Supreme Court in Bruce v. City of Colorado Springs, 129 P.3d 988 (Colo. 2006) requires voter approval in advance for any extension of an expiring tax; and

WHEREAS, the City desires to ask the electors of the City, pursuant to Article X, Section 20 of the Colorado Constitution and Section 18-5 of the Charter, to approve Ordinance No. 10260 and thereby extend the PSST one-fifth percent (.2%) sales and use tax rate for another five years for the purposes stated above; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The question of adopting Ordinance No. 10260 and thereby extending the one-fifth percent (.2%) sales and use tax rate dedicated to Police personnel and operating needs shall be submitted to a vote of the eligible electors of the City at the City's special municipal election to be held on November 8, 2022. The ballot question (submission clause and title) therefore shall be as follows:

QUESTION NO. 2A - EXTENSION OF THE PUBLIC SAFETY SALES TAX FOR 5 YEARS

WITHOUT RAISING ADDITIONAL TAXES, SHALL THE EXISTING ONE-FIFTH PERCENT (.2%) CITY SALES AND USE TAX RATE FOR POLICE PERSONNEL AND OPERATING NEEDS BE EXTENDED FOR A FIVE-YEAR PERIOD FROM ITS CURRENT EXPIRATION OF DECEMBER 31, 2022 THROUGH DECEMBER 31, 2027 BY ADOPTING ORDINANCE NO. 10260, THE REVENUES THEREFROM TO BE SPENT TOGETHER WITH ALL INVESTMENT INCOME THEREON, INCLUDING INTEREST AND PENALTIES WITH RESPECT THEREOF, AS A VOTER-APPROVED REVENUE CHANGE AND AN EXCEPTION TO THE LIMITS WHICH WOULD OTHERWISE APPLY PURSUANT TO ARTICLE X, SECTION 20 OF THE COLORADO CONSTITUTION OR ANY OTHER LAW, PROVIDING FOR THE DEPOSIT OF SUCH REVENUES INTO THE EXISTING “SALES AND USE TAX POLICE FUND” TO BE SPENT SOLELY FOR POLICE PERSONNEL AND OPERATING NEEDS, AND FINDING AND DETERMINING THAT THE EXPENDITURE OF SUCH REVENUES FOR POLICE PERSONNEL AND OPERATING NEEDS IS A PUBLIC PURPOSE AND MUNICIPAL FUNCTION?

FOR THE ORDINANCE _____
AGAINST THE ORDINANCE _____

SECTION 2.

The officers and employees of the City are authorized to take all action necessary, appropriate or required to implement the provisions of this Ordinance.

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 August 8, 2022.

Final adoption of Ordinance by City Council on August 22, 2022.

President of City Council

Action by the Mayor:

☒ Approved on August 24, 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

ORDINANCE NO. 10260

AN ORDINANCE AMENDING CHAPTER 4, TITLE XIV OF THE PUEBLO MUNICIPAL CODE TO EXTEND THE ADDITIONAL ONE-FIFTH PERCENT (.2%) SALES AND USE TAX RATE FOR A FIVE YEAR PERIOD FROM JANUARY 1, 2023 TO DECEMBER 31, 2027 FINDING AND DETERMINING THAT THE EXPENDITURE OF SUCH REVENUES FOR POLICE PERSONNEL AND OPERATING NEEDS IS A PUBLIC PURPOSE AND MUNICIPAL FUNCTION, AND PROVIDING FOR OTHER MATTER RELATING THERETO

BE IT ORDAINED BY THE PEOPLE OF THE CITY OF PUEBLO, that (brackets indicate matter being deleted; underscoring indicates new matter being added):

SECTION 1.

Section 14-4-85 of Chapter 4, Title XIV of the Pueblo Municipal Code, as amended, (a portion of Section 13 of Ordinance No. 2189 approved by a vote of the People on November 8, 1955, as amended by Ordinance Nos. 3160, 3474, 4235, 5170, 5314, 5668, 5810, 5978, 6683, 7464, 8197, 8902, 9141 and 9167) is hereby amended by amending subsection (g) thereof to read as follows:

Sec. 14-4-85. Schedule; tax added to price.

. . .

(g) Notwithstanding the three percent (3%) or three and one-half percent (3.5%) rate provisions of this Section, the rate of tax previously imposed pursuant to Subsections 14-4-85(a) and (e) shall be increased by one-fifth percent (0.2%) **[for five (5) years,]** from January 1, 2018 through December 31, **[2022]** **2027**. Pursuant to the foregoing increase, the rate of tax imposed pursuant to this Section for the period January 1, 2018 through December 31, **[2022]** **2026**, shall be three and seven-tenths percent (3.7%). **For the period January 1, 2026 through December 31, 2027, the rate of tax imposed pursuant to this Section shall be three and two-tenths percent (3.2%).**

SECTION 2.

Section 14-4-63 of Chapter 4, Title XIV of the Pueblo Municipal Code (Section 20 of Ordinance No. 2189 approved by a vote of the People on November 8, 1955, as amended by Ordinance Nos. 3160, 3474, 4734, 5170, 5314, 5668, 5810, 5978, 6683, 7464, 8197, 8902, 9141 and 9167) is hereby amended by amending subsection (3) thereof to read as follows:

Sec. 14-4-63. Storage, consumption and use tax schedule.

. . .

(3) Notwithstanding the three percent (3%) or three and one-half percent (3.5%) rate provisions of this Section, the rate of tax previously imposed pursuant to the above provisions of this Section shall be increased by one-fifth percent (0.2%) **[for five (5) years,]** from January 1, 2018 through December 31, **[2022]** **2027**. Pursuant to the foregoing increase, the rate of tax imposed pursuant to this Section for the period January 1, 2018 through December 31, **[2022]**

2027, shall be three and seven-tenths percent (3.7%). **For the period January 1, 2026 through December 31, 2027, the rate of tax imposed pursuant to this Section shall be three and two-tenths percent (3.2%).**

SECTION 3.

The people of Pueblo do hereby find, determine and declare that the expenditure of revenues from the additional one-fifth percent (.2%) sales and use tax rate for Police personnel and operating needs will promote the public peace, health, safety and welfare. The people of Pueblo do further find, determine and declare that the expenditure of such revenues for public safety is a public purpose and municipal function.

SECTION 4.

All ordinances relating to sales and use taxes heretofore adopted, amended or implemented shall remain in full force and effect except as the same have been previously amended or repealed or as the same may be amended by this Ordinance.

SECTION 5.

All ordinances, or parts thereof, inconsistent herewith are hereby repealed to the extent of such inconsistency. This repealer shall not be construed to revive any ordinance, or part thereof, heretofore repealed.

SECTION 6.

If any section, subsection, paragraph, clause or other provision of this Ordinance for any reason is invalid or unenforceable, the invalidity or unenforceability of such section, subsection, paragraph, clause or other provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 7.

This Ordinance shall become effective upon the majority vote in favor thereof by the registered electors of the City voting thereon at the Special Municipal Election to be held Tuesday, November 8, 2022. The extension of the tax levies as provided by this Ordinance shall take effect beginning January 1, 2023.

SECTION 8.

The officers and staff of the City are authorized to take all action necessary, appropriate or required to implement the provisions of this Ordinance.

SECTION 9.

Any revenues generated by the additional one-fifth percent (.2%) sales and use tax imposed pursuant to this Ordinance, together with all investment income thereon, may be collected, retained and spent as a voter-approved revenue change and an exception to the limits which would otherwise apply pursuant to Article X, Section 20 of the Colorado Constitution or any other law.

SECTION 9.

Any revenues generated by the additional one-fifth percent (.2%) sales and use tax imposed pursuant to this Ordinance, together with all investment income thereon, including interest and penalties with respect thereof, shall upon collection and receipt by the City, be deposited and placed in a special fund created pursuant to Section 14-4-85(h), P.M.C., and known as the "Sales and Use Tax Police Fund" (the "Fund"). The moneys in the Fund shall be used solely for Police personnel and operating needs.

Election Results: November 8, 2022

FOR THE ORDINANCE: _____

AGAINST THE ORDINANCE: _____

Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: August 8, 2022

TO: President Heather Graham and Members of City Council

VIA: Marisa Stoller, City Clerk

FROM: Mayor Nicholas A. Gradisar
Lori Pinz, Director of Information Technology
Robert P. Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, THE QUESTION OF RE-ESTABLISHING THE CITY'S AUTHORITY TO PROVIDE, OR TO FACILITATE OR PARTNER OR COORDINATE WITH SERVICE PROVIDERS FOR THE PROVISION OF, "ADVANCED (HIGH-SPEED INTERNET) SERVICE," "CABLE TELEVISION SERVICE," AND "TELECOMMUNICATION SERVICE," EITHER DIRECTLY, INDIRECTLY, OR BY CONTRACT, TO RESIDENTIAL, COMMERCIAL, NONPROFIT, GOVERNMENT OR OTHER SUBSCRIBERS AND TO ACQUIRE, OPERATE AND MAINTAIN ANY FACILITY FOR THE PURPOSE OF PROVIDING SUCH SERVICES, RESTORING LOCAL AUTHORITY AND FLEXIBILITY THAT WAS REMOVED BY TITLE 29, ARTICLE 27, PART 1 OF THE COLORADO REVISED STATUTES, WITHOUT INCREASING TAXES

SUMMARY:

Colorado statutes require an affirmative vote of the people before municipalities can provide or partner with the private sector to provide broadband services, vital for both commercial and residential consumers, within their jurisdictions. According to the Colorado Municipal League, over 100 Colorado municipalities have thus far approved such broadband ballot issues.

PREVIOUS COUNCIL ACTION:

Not Applicable to this Ordinance.

BACKGROUND:

One of the biggest impediments to local governments enhancing broadband infrastructure is a 2005 Colorado state law commonly referred to as "SB 152" (Senate Bill 05-152, codified at sections 29-27-101-304, C.R.S.). SB 152 took away local power and requires that an election be held before a city or county government may "engage or offer to engage in providing" various telecommunication services.

Through a successful SB 152 election, local governments can assist in providing broadband opportunities, including enhanced broadband infrastructure to attract service providers. A

successful vote can also pave the way for public-private partnerships among local governments, economic development agencies, and the telecommunication industry.
Since the passage of SB 05-152, the voters in numerous Colorado cities and counties have overwhelmingly approved such measures and restored local authority and flexibility. Examples of such cities include but are not limited to: Denver, Englewood, Lakewood, Canon City, Florence, Fountain, Aurora, Colorado Springs, Arvada, Golden, Durango, Ft. Collins, Boulder, Centennial and Longmont

A successful vote would provide the City with the flexibility to identify partnerships with the private sector to expand or improve broadband access within the City.

FINANCIAL IMPLICATIONS:

Not Applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

The City and members of the public are the primary stakeholders affected by this Ordinance. On June 21, 2022, City Council held a work session with respect to holding a SB 152 election.

ALTERNATIVES:

If the Ordinance is not approved, the voters will not have an opportunity to vote on an SB 152 election.

RECOMMENDATION:

This Ordinance be adopted in order to refer the ballot measure to a vote of the people.

Attachments:
Proposed Ordinance

ORDINANCE NO. 10262

AN ORDINANCE SUBMITTING TO THE ELIGIBLE ELECTORS OF THE CITY OF PUEBLO, COLORADO AT THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON TUESDAY, NOVEMBER 8, 2022, THE QUESTION OF RE-ESTABLISHING THE CITY'S AUTHORITY TO PROVIDE, OR TO FACILITATE OR PARTNER OR COORDINATE WITH SERVICE PROVIDERS FOR THE PROVISION OF, "ADVANCED (HIGH-SPEED INTERNET) SERVICE," "CABLE TELEVISION SERVICE," AND "TELECOMMUNICATION SERVICE," EITHER DIRECTLY, INDIRECTLY, OR BY CONTRACT, TO RESIDENTIAL, COMMERCIAL, NONPROFIT, GOVERNMENT OR OTHER SUBSCRIBERS AND TO ACQUIRE, OPERATE AND MAINTAIN ANY FACILITY FOR THE PURPOSE OF PROVIDING SUCH SERVICES, RESTORING LOCAL AUTHORITY AND FLEXIBILITY THAT WAS REMOVED BY TITLE 29, ARTICLE 27, PART 1 OF THE COLORADO REVISED STATUTES, WITHOUT INCREASING TAXES

WHEREAS, the City Council of the City of Pueblo, Colorado, a home rule city and Colorado municipal corporation (the "City") has determined that it is in the best interests of the residents of, and visitors to, the City to consider how the City can improve high-speed internet services, cable television services, and telecommunication services; and

WHEREAS, to foster job creation, stronger economic development infrastructure and competition, the City Council desires to ask the voters to restore to the City the local authority to provide high-speed internet services, cable television services, either directly or indirectly, or by contract, to residential, commercial, nonprofit, government or other subscribers and to acquire, operate and maintain any facility for the purpose of providing such services, restoring local authority and flexibility that was taken away by §§29-27-101 to 304, "Competition in Utility and Entertainment Services," of the Colorado Revised Statutes, without limiting the City's home rule authority; and

WHEREAS, in 2005, the passage of SB 05-152 resulted in changes to state law which limited the authority of local governments to provide high-speed internet, cable television, and telecommunication services; and

WHEREAS, under SB 05-152, a local government can only provide such services after voter approval; and

WHEREAS, since the passage of SB 05-152, the voters in numerous Colorado cities and counties have overwhelmingly approved such measures and restored local authority and flexibility. Examples of such cities include but are not limited to: Denver, Englewood, Lakewood, Canon City, Florence, Fountain, Aurora, Colorado Springs, Arvada, Golden, Durango, Ft. Collins, Boulder, Centennial and Longmont; and

WHEREAS, the City Council does hereby determine that the question of re-establishing the City's authority to provide high-speed internet, cable television, and telecommunication services should be submitted to the City's eligible electors to vote thereon at the Special Municipal Election to be held on Tuesday, November 8, 2022; NOW, THEREFORE;

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

SECTION 1.

The question of re-establishing the City's local authority to provide high-speed internet, cable television, and telecommunication services shall be submitted to a vote of the eligible electors of the City at the City's Special Municipal Election to be held on Tuesday, November 8, 2022. The ballot question (submission clause and title) therefore shall be as follows:

QUESTION NO. 2B (EXPAND LOCAL BROADBAND SERVICES)

WITHOUT INCREASING TAXES, SHALL THE CITY OF PUEBLO HAVE THE AUTHORITY TO PROVIDE, OR TO FACILITATE OR PARTNER OR COORDINATE WITH SERVICE PROVIDERS FOR THE PROVISION OF, "ADVANCED (HIGH-SPEED INTERNET) SERVICE," "CABLE TELEVISION SERVICE," AND "TELECOMMUNICATION SERVICE," EITHER DIRECTLY, INDIRECTLY, OR BY CONTRACT, TO RESIDENTIAL, COMMERCIAL, NONPROFIT, GOVERNMENT OR OTHER SUBSCRIBERS AND TO ACQUIRE, OPERATE AND MAINTAIN ANY FACILITY FOR THE PURPOSE OF PROVIDING SUCH SERVICES, RESTORING LOCAL AUTHORITY AND FLEXIBILITY THAT WAS REMOVED BY TITLE 29, ARTICLE 27, PART 1 OF THE COLORADO REVISED STATUTES?

YES _____
NO _____

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.

If any section, paragraph, clause or provision of this Ordinance shall for any reason be held invalid or unenforceable, such invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect the remaining provisions of this Ordinance.

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 August 8, 2022.

Final adoption of Ordinance by City Council on August 22, 2022.

_____
President of City Council

Action by the Mayor:

☒ Approved on August 24, 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