

**AMENDMENT NO. 3 TO COOPERATION AGREEMENT  
PUEBLO PROFESSIONAL BULL RIDERS UNIVERSITY AND HERITAGE OF  
HEROES PROJECT**

1.0 PARTIES. This Amendment to Cooperation Agreement (“Amendment No.3”), is made and entered into as of September 9, 2019, by and among the CITY OF PUEBLO, a Colorado municipal corporation and a home-rule municipality (the “City”); the PUEBLO URBAN RENEWAL AUTHORITY, a body corporate and politic of the State of Colorado (the “Authority” or “PURA”) and THE HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY, a Colorado inter-governmental authority (“HARP”). The parties are sometimes referred to herein collectively as the “Parties” and individually as a “Party”.

2.0 RECITALS. The following recitals are incorporated in and made a part of this Amendment No. 3.

2.1 Cooperation Agreement. The Parties entered into an agreement entitled Cooperation Agreement Pueblo Professional Bull Riders University and Heritage of Heroes Project dated February 25, 2013 (the “Agreement”), to comply with requirements related to a regional tourism project described as the Pueblo Professional Bull Riders University and Heritage of Heroes Project (the “Project”) pursuant to the Colorado Regional Tourism Act, Part 3 of Article 46, Title 24, C.R.S. (the “Act”).

2.2 Amendment No. 1 to Cooperation Agreement. On February 27, 2017, the Parties are entered into an Amendment No. 1 to the Agreement (the “Amendment No. 1”) to establish terms and conditions related to the financing between the City and the Authority for the purpose of funding the design and construction of certain improvements in Phase I and Phase II of the Project.

2.3 Amendment No. 2 to Cooperation Agreement. On May 14, 2018, the Parties entered into an Amendment No. 2 (the “Amendment No. 2”) to the Agreement is to establish terms and conditions relating to the financing between the City, HARP and the Authority of the design and engineering costs associated with the EDA funded portion of the RTA project known as the Gateway Plaza.

2.4 Amendment No. 3 to Cooperation Agreement. The purpose of this Amendment No. 3 (the “Amendment No. 3”) is to establish terms and conditions relating to the landscape requirements per City Municipal Code 17-4-7 relating to the area adjacent to the parking structure (“Garage”) that is required to be constructed by the Authority as part of the RTA project.

3.0 AGREEMENT. In consideration of the mutual covenants, agreements, and promises in this Amendment No. 3 and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the Parties agree as set forth in this Amendment No. 3.

4.0 DEFINITIONS. Unless otherwise stated herein, all capitalized terms in this Amendment No. 3 shall have the meaning set forth in the Agreement and Amendment No. 1 and Amendment No. 2.

5.0 REVISION OF PHASE II CONSTRUCTION REQUIREMENTS. The Parties agree that the following sections shall be added to the Agreement and Amendments No 1 and No.2:

5.5.1 Garage Landscaping Requirements per Municipal Code 17-4-7.

(a) The Authority's commercial landscape plans for the parking garage, dated October 15, 2018, were accepted by the City as part of the building permit issuance. In order for the contractor get a Certificate of Occupancy so they could gain access to the garage, they submitted an escrow in the amount of \$50,000 ("Escrow Funds") on March 21, 2019 in lieu of installing and completing the landscape improvements on the south (southwest) side of the garage.

(b) The Authority will be required to improve the site per the approved plan (see Exhibit A) or submit a new design to the City for approval that complies with the Municipal Code 17-4-7.

(c) Before any work is commenced on the landscaping construction, there shall be delivered to the City Director of Planning and Community Development final landscape plans and specifications for any landscaping, including, as applicable, elevations, site plans, grading and drainage plans, outline specifications, samples of exterior materials and exterior colors, proposed signing and site lighting and access to the construction site. All such submittals must be approved by the City pursuant to the Pueblo Municipal Code before landscaping construction begins. Construction schedules shall also be delivered to the City Director of Planning and Community Development for informational purposes before construction begins. All landscaping shall be constructed substantially in accordance with plans and specifications approved the City Director of Planning and Community Development.

(d) The landscape improvements to be constructed and maintained by the Authority pursuant to this Amendment No. 3 are part of the Pueblo Convention Center which is located on land owned by the Authority. The Authority agrees, at its own expense, to furnish and provide all labor, materials, permits, utility service, tools and equipment to construct the approved landscaping in the area adjacent to the Garage, and all other landscape improvements associated with the garage in compliance with all applicable laws, codes and regulations, including the City's landscape performance standards. Authority shall diligently construct same in an expeditious manner through qualified workers and contractors and shall fully complete all said landscape construction by September 30, 2021. Time is of the essence hereof.

(e) Within thirty (30) days following execution of this Amendment No. 3, City shall pay the Escrow Funds to the Authority or the Authority's general contractor.

5.5.2 Garage Landscaping Maintenance. After completion of the landscaping construction, the Authority agrees to maintain said landscaping in compliance with all applicable laws, codes and regulations, including the City's landscape performance standards. The Authority has the right to contract or assign this responsibility to a third party.

6.0 EFFECT OF AMENDMENT. Except as modified by this Amendment No. 3, the provisions of the Agreement, Amendment No. 1 and Amendment No. 2 shall remain unchanged and in full force and effect and fully binding on the Parties, their successors and assigns, and the Agreement, Amendment No. 1, Amendment No. 2 and this Amendment No. 3 shall be construed together as a single integrated document.

7.0 MINOR CHANGES. The Parties executing this Amendment No. 3 are authorized to make non-substantive corrections to this Agreement as the Parties mutually consider necessary.

IN WITNESS WHEREOF, this Amendment No. 3 is executed by the Parties hereto in their respective names as of the date first above written.

THE PUEBLO URBAN RENEWAL  
AUTHORITY

ATTEST:

\_\_\_\_\_  
Donald J. Banner, Chair

\_\_\_\_\_  
Jerry Pacheco, Secretary

CITY OF PUEBLO, A MUNICIPAL  
CORPORATION

ATTEST:

\_\_\_\_\_  
Nicholas A. Gradisar  
Mayor

\_\_\_\_\_  
Brenda Armijo  
City Clerk

Approved as to form by:

\_\_\_\_\_  
Daniel C. Kogovsek  
City Attorney

THE HARP AUTHORITY

ATTEST:

\_\_\_\_\_  
Chair

\_\_\_\_\_  
Secretary