



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 12, 2022

TO: President Heather Graham and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Daniel C. Kogovsek, City Attorney
SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, RELATING TO TRAILHEAD ACCESS TO THE CITY OF PUEBLO'S TRAIL TO THE ARKANSAS RIVER

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an Memorandum of Understanding between the City of Pueblo and InhabX, LLC, a Colorado limited liability company ("Developer") relating to trailhead access to the City's trail to the Arkansas River near S. Main Street.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Developer is the owner of the following real property located adjacent to S. Main Street in the City of Pueblo, having the following legal description:

A portion of Lot 10, and all of Lots 11 through 20, Block 214, of The Colorado Coal and Iron Company, a subdivision of a certain portion of the City of South Pueblo, recorded December 6, 1883, in Book 40, Page 522 in the County of Pueblo, State of Colorado.

also known as Parcel No. 536305003 in the records of the Pueblo County Assessor (outlined with a red border in the attached Exhibit 1) ("Main Street Property").

Developer acquired the Main Street Property from the Pueblo Conservancy District, a political subdivision of the State of Colorado ("District") pursuant to a Quit Claim Deed dated December 15, 2021 which was recorded in the records of the Pueblo County Clerk and Recorder on December 20, 2021 at Reception No. 2257075. In the aforesaid Quit Claim Deed, the District reserved a reversionary interest in the Main Street Property in the event that the Developer failed to provide the City "such easements or deeds as are necessary for the placement of the proposed Main Street [Pedestrian] Bridge abutments" across the Main Street Property.

The Developer desires that the District's reversionary interest specified in the December 15, 2021 Quit Claim Deed be extinguished and terminated. The City is the owner of real property adjacent to the Main Street Property, (highlighted in green in the attached Exhibit 1). The City wishes to construct the Main Street Pedestrian Bridge (highlighted in brown in the attached Exhibit 1) and also wishes to construct a concrete trail, fifty (50) feet in width, between S. Main Street and the new pedestrian bridge (highlighted in gray in the attached Exhibit 1) and the City requires temporary and permanent easements and rights-of-way from the Developer for such purposes.

FINANCIAL IMPLICATIONS:

Consistent with the December 15, 2021 Quit Claim Deed, Developer shall grant and convey the Temporary Easement and Permanent Easement to the City without receiving any financial compensation from the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to enter into the Memorandum of Understanding with the Developer.

RECOMMENDATION:

The Mayor and City staff recommend approval of this Ordinance.

Attachments:

Proposed Ordinance

Proposed Memorandum of Understanding

ORDINANCE NO. _____

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND INHABX, LLC, A COLORADO LIMITED LIABILITY COMPANY, RELATING TO TRAILHEAD ACCESS TO THE CITY OF PUEBLO'S TRAIL TO THE ARKANSAS RIVER

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

SECTION 1.

The Memorandum of Understanding ("Agreement") dated September 26, 2022, between the City of Pueblo and InhabX, LLC, a Colorado limited liability company, a copy of which is attached hereto and is incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or appropriate to implement the transactions described therein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

- Approved on _____.
- Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

- Council did not act to override the Mayor's veto.
- Ordinance re-adopted on a vote of _____, on _____
- Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk