



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE**

**MONDAY, SEPTEMBER 26, 2022
7:00 PM**

Individuals Requiring Special Accommodations Should Notify the City's ADA Coordinator at (719) 553-2295 by Noon on the Friday Preceding the Meeting.

A. CALL TO ORDER

President Heather Graham

B. INVOCATION

Pastor Danny Lucero, Praise Assembly

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation: "Scott A. Richards Day" - September 26, 2022; Meg Richards, wife of Scott Richards

E2 Proclamation: "Health Solutions 60 Year Anniversary" – September 1, 2022; Jason Chippeaux, President & CEO, Health Solutions

E3 Proclamation: "National Hispanic Heritage Observance – Pueblo Latino Veterans Profiles in Courage Day" - October 1, 2022; Pueblo Latino Veterans Profiles in Courage Committee members

E4 Proclamation: "Italian Heritage Month" - October 2022; Frankie Cirullo, last surviving member of the Christopher Columbus Lodge in Pueblo

F. PUBLIC FORUM

G. COUNCIL MEMBER AND MAYOR COMMENTARY

H. REVIEW OF AGENDA

I. APPROVAL OF AGENDA

Motion to Amend the Agenda or Motion to Approve the Agenda as distributed.

J. READING AND APPROVAL OF MINUTES

Motion to dispense with the reading and approve the Minutes of the Regular Meeting dated September 12, 2022, as distributed.

J1 City Council Minutes for September 12, 2022

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

- M1 A Resolution awarding a construction contract in the amount of \$16,850 to Russ Grading & Excavating, LLC. for emergency storm sewer point repair near the intersection of Encino and Modesto and authorizing the purchasing agent to execute same
- M2 A Resolution ratifying an emergency construction contract in the amount of \$139,166.16 with Parker Excavating, Inc. for emergency sanitary sewer point repair at W 8th St & N Main St crossing, Project No. 20-059 (WWAN03) and approving the purchasing agent's execution of same
- M3 A Resolution authorizing the transfer of budgeted and appropriated funds in the amount of \$124,319.90 from Project No. SR2101 - Street Rehabilitation - Northern Avenue, Broadway Avenue, High Street, Grand Avenue, W. 24th Street, and Hudson Avenue to Project No. SR2003 - Street Rehabilitation Project - Fortino, Outlook, Greenwood, and Eagleridge and closing out Project No. SR2003
- M4 A Resolution authorizing an additional payment in the amount of \$3,110.42 from Project CI2113 - American Rescue Plan Act for the purchase of two Toro Groundsmaster mowers for the Department of Parks and Recreation, as authorized by Section 603(c)(1)(c) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6
- M5 A Resolution approving a Purchasing Agreement between the City of Pueblo, a Municipal Corporation, and Pattlen Enterprises, Inc. dba L.L. Johnson Distributing Company, Inc., for two Toro Groundsmaster mowers for the Pueblo Parks and Recreation Department and authorizing the Purchasing Agent to execute same
- M6 A Resolution authorizing the issuance of a Revocable Permit to the Pueblo Bulls Hockey Club for the use of the 100 Block of Grand Avenue Right-of-Way between City Center Drive and W. 2nd Street
- M7 A Resolution authorizing the issuance of a Revocable Permit to The Gravel Locos, LLC for the use of Main Street from C Street to D Street, and the portions of the City-owned lot on the north corners of Main and D Street and Oneida and D Street and their rights of way to host their Gravel Locos Pueblo Bicycle Race
- M8 A Resolution confirming the appointment by the Mayor of Laura Leyba to the ADA Advisory Committee

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving and authorizing the Mayor to sign a Grant Agreement between the City Of Pueblo, a Colorado Municipal Corporation and the Southeastern Colorado Heritage Center, Inc., d/b/a the Pueblo Heritage Museum, 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
- N2 An Ordinance approving and authorizing the Mayor to sign a Grant Agreement between

the City of Pueblo, a Colorado Municipal Corporation and the State Historic Society of Colorado d/b/a the El Pueblo History Museum, 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 five thousand dollars (\$5,000) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof

- N3 An Ordinance approving and authorizing the Mayor to sign a Grant Agreement between the City of Pueblo, a Colorado Municipal Corporation and the Colorado Archaeological Society, Inc. d/b/a the Pueblo Archeological and Historical Society, 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 five thousand dollars (\$5,000) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof
- N4 An Ordinance approving and accepting a subgrant in the amount of \$44,000 from One Colorado Education Fund for the Pueblo Food Project, authorizing the Mayor to sign the grant agreement, creating Project No. CI2213, and budgeting and appropriating \$44,000 to Project No. CI2213
- N5 An Ordinance approving and accepting a grant in the amount of \$20,000 from the Colorado Housing and Finance Authority for the Pueblo Food Project, authorizing the Mayor to sign the award letter, creating Project No. CI2214, and budgeting and appropriating \$20,000 to Project No. CI2214
- N6 An Ordinance approving and accepting a grant in the amount of \$400,000 from the Colorado Health Foundation for the Pueblo Food Project, authorizing the Mayor to sign the grant agreement, establishing Project No. CI2216, and budgeting and appropriating \$400,000 to Project No. CI2216
- N7 An Ordinance approving and accepting a grant agreement and applicable conditions pertaining thereto with the Colorado Department of Transportation (CDOT) for the “A Step Towards Reducing Traffic Fatalities” grant, in the amount of \$75,000, from October 1st, 2022 through September 30th, 2023, establishing project number PS2209, budgeting and appropriating funds into project PS2209, and authorizing the Mayor to execute same
- N8 An Ordinance approving Amendment No. 1 to the Lease and Management Agreement between the City of Pueblo, a Municipal Corporation, and Bregar Golf, LLC, relating to the Elmwood Golf Course Restaurant, and authorizing the Mayor to execute same
- N9 An Ordinance approving an agreement between Pueblo Corporate College, a division of Pueblo Community College, (“PCC”) and the City of Pueblo, a Municipal Corporation, for use of a parking lot at the Pueblo Memorial Airport, and authorizing the Mayor to execute same
- N10 An Ordinance electing to certify Abatement Assessment Roll No. 2022-1 to the County Treasurer and to have the County Treasurer collect in the same manner as other taxes

O. APPROVAL OF CONSENT AGENDA

I move to approve all Resolutions Set Forth in the Consent Agenda; Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for October 11, 2022, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution naming the City Council Chambers Broadcast Room as the “Scott A. Richards Broadcast Room”

- Q2 A Resolution authorizing payment from the Council Contingencies account in the 2022 General Fund budget to Pueblo Community College Foundation in the amount of \$2,000 to support the Scott Richards Scholarship
- Q3 A Resolution authorizing payment from the Council Contingencies account in the 2022 General Fund budget to Historic Pueblo, Inc. in the amount of \$1,000 to support the Damon Days Fundraiser on Friday, October 28, 2022, at 5:30 pm
- Q4 A Resolution authorizing payment from the Council Contingencies account in the 2022 General Fund budget to NAACP Pueblo branch in the amount of \$700 to support the Freedom Fund Banquet Celebration on Saturday, October 15, 2022, at 6 pm
- Q5 A Resolution authorizing payment from the Council Contingencies account in the 2022 General Fund budget to Pueblo Downtown Association in the amount of \$1,000 to support the Parade of Lights on November 26, 2022, at 5:30 pm
- Q6 A Resolution authorizing payment from the Council Contingencies account in the 2022 General Fund budget to Pueblo Downtown Association in the amount of \$2,832.88 to support the decorating of light poles from Union Avenue Bridge to Main Street at Headwaters Park
- Q7 A Resolution confirming the appointment of Alexandria A. Romero to the position of Finance Director

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance approving and authorizing the Mayor to sign a grant agreement between the City of Pueblo, a Colorado Municipal Corporation and Rosemount Museum, 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 - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R2 An Ordinance approving and authorizing the Mayor to sign a grant agreement between the City of Pueblo, a Colorado Municipal Corporation and the Bessemer Historical Society dba the Steelworks Center of the West, 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 - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R3 An Ordinance approving and authorizing the Mayor to sign a subrecipient agreement between the City of Pueblo, a Colorado Municipal Corporation and So Col Racing dba Southern Colorado Youth Development 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 two hundred dollars (\$40,200) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R4 An Ordinance approving and authorizing the Mayor to sign a grant agreement between the City of Pueblo, a Colorado Municipal Corporation and Fuel and Iron Commercial, LLC, a Colorado Limited Liability Company, as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CRF 35.6 and authorizing the payment of two hundred ninety-four thousand one hundred twenty-one and 51/100 dollars (\$294,121.51) from Project no. CI-2113 - American Rescue Plan Act, for purposes thereof - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*

- R5 An Ordinance approving an agreement in an amount not to exceed \$150,000 between the City of Pueblo and Brown and Caldwell, Inc., for regulatory assistance and general engineering services and authorizing the Mayor to execute same - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R6 An Ordinance approving and accepting a grant in the amount of \$20,000 from the Trailhead Institute for the Pueblo Food Project, authorizing the Mayor to sign the grant agreement, creating Project No. CI2215, and budgeting and appropriating \$20,000 to Project No. CI2215 - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R7 An Ordinance rezoning 14.1-acres generally located south of Oakshire Lane, north of 13th street, and west of Beaumont Avenue from R-2, Single Family Residential Zone District and S-1, Governmental Use Zone District to R-4, Mixed Residential Zone District - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
The Planning and Zoning Commission at their August 10, 2022 Regular Meeting voted 7-0 to recommend approval.
- R8 An Ordinance rezoning 215 East Orman Avenue from S-1, Governmental Use Zone District to CCN, Commercial Charter Neighborhood and RCN, Residential Charter Neighborhood Zone Districts - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
The Planning and Zoning Commission at their August 10, 2022 Regular Meeting voted 7-0 to recommend approval.
- R9 An Ordinance rezoning 1.52-acres of land along State Highway 96 and west of Victory Lane from B-3, Highway Arterial Business Zone District to S-1, Government Use Zone District - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
The Planning and Zoning Commission at their August 10, 2022 Regular Meeting voted 7-0 to recommend approval.
- R10 An Ordinance vacating a 20-foot public utility easement between Parcel B, rearrangement of boundary lines and Lot 4, Block 3, Trinity Subdivision - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
The Planning and Zoning Commission at their August 10, 2022 Regular Meeting voted 7-0 to recommend approval.
- R11 An Ordinance approving the North Vista Highlands, Filing No. 5 Subdivision - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
The Planning and Zoning Commission at their August 10, 2022 Regular Meeting voted 7-0 to recommend approval.
- R12 An Ordinance amending the fiscal year 2022 staffing ordinance by adding one (1) full-time Stormwater Engineering Manager position to the authorized staffing of the Stormwater Department as part of a reorganization - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R13 An Ordinance amending Section 6-5-16 of Chapter 5 of Title VI of the Pueblo Municipal Code relating to the FY 2022 classification and pay plan by establishing the pay scale for Stormwater Engineering Manager - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R14 An Ordinance declining employer participation in the Paid Family and Medical Leave Insurance (FAMLI) Program and Act created and codified at Part 5, Article 13.3, Title 8 of the Colorado Revised Statutes - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*

- R15 An Ordinance approving a license agreement Between the City of Pueblo, a Municipal Corporation and Clarity Telecom, LLC dba Bluepeak Fiber, a Delaware Limited Liability Company - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R16 An Ordinance approving and accepting a Department of Homeland Security Grant Award No. EMW-2021-FG-07073 and applicable conditions pertaining thereto, establishing project No. PS2210 for the purchase of one air compressor and budgeting and appropriating grant funds in the amount of \$45,599 which includes a ten percent cost match of \$4,145.37 for the Purposes Authorized by the Grant Agreement - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R17 An Ordinance approving a non-disclosure agreement between Pueblo, a Municipal Corporation, and Colorado Springs Utilities, an enterprise of the City of Colorado Springs, and authorizing the Mayor to execute same - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R18 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 - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R19 An Ordinance approving and authorizing the Mayor to sign an Amendment No. 3 to an employment agreement between the City of Pueblo, a Colorado Municipal Corporation and New CF&I Inc., a Delaware Corporation - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R20 An Ordinance approving and authorizing the Mayor to execute Amendment No. 2 to a hangar lease between the City of Pueblo, a Colorado Municipal Corporation and Lockheed Martin Corporation, a Maryland corporation, relating to land and a hangar building at the Pueblo Memorial Airport - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*
- R21 An Ordinance approving and authorizing the Mayor to sign a construction management agreement between the City of Pueblo, a Colorado Municipal Corporation and the Pueblo Development Foundation, a Colorado nonprofit corporation, relating to a construction project at 32501 Walt Basset Avenue, Pueblo, CO 81001 - *Introduced September 12, 2022 by Councilor Vicente Martinez Ortega*

S. EMERGENCY ORDINANCES

- S1 An Emergency Ordinance approving and accepting the Colorado Firefighter Safety and Disease Prevention Grant, and budgeting and appropriating funds in the amount of \$17,111.52 into Project No. PS2211 for the purposes authorized by the grant agreement

T. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
MONDAY, SEPTEMBER 12, 2022 – 7:00 P.M.**

MINUTES

- A. CALL TO ORDER** President Heather Graham
- B. INVOCATION** Pastor Micah Aragon, Pueblo Christian Center
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**

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

Council Members Present via Zoom: None.

Council Members Absent: Dennis Flores (excused).

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

E. SPECIAL RECOGNITIONS

- Proclamation Presentation: “Duchenne Awareness Day - September 7, 2022”
Amy McCoy

F. PUBLIC FORUM

- Karen Yescavage – Symbols that harm
- Annie Drysdale – New context for the Columbus Statue
- Lonny Kindz – Warming shelter
- Elvis Martinez – City Council and more
- Bryan Rivera – Skate Parks, parks along river trail
- Steve Villegas – Trash around Pueblo

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

H. REVIEW AND APPROVAL OF THE AGENDA

The agenda was reviewed page by page. Ms. Winner, seconded by Ms. Martinez, moved to approve the agenda as distributed.

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

I. READING AND APPROVAL OF MINUTES

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MINUTES

Ms. Martinez, seconded by Ms. Winner, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **Monday, August 22, 2022** as distributed.

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

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 14984 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,344.40 WITH PARKER EXCAVATION, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 31 MACARTHUR PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

M-2 RESOLUTION NO 14985 AWARDED AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$5,000 TO JOSLYN RAFFERTY-CAMMER TO COMPLETE A FEASIBILITY STUDY ON A YOUTH LED CHICKEN COOP PROGRAM FOR THE PUEBLO FOOD PROJECT

M-3 RESOLUTION NO 14986 AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$166,186 TO TOLIN MECHANICAL AND SETTING FORTH \$13,814 FOR CONTINGENCIES, FOR PROJECT NO. 22-033 ICE ARENA COOLING TOWER REPLACEMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

M-4 RESOLUTION NO 14987 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO VESSEL BREWING COMPANY, LLC, DBA GOLD DUST SALOON FOR THE USE OF RIGHT OF WAY AT 217 SOUTH UNION AVENUE TO PARTICIPATE IN THE ANNUAL CHILE AND FRIJOLES FESTIVAL

M-5 RESOLUTION NO 14988 AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO SRDA FOR THE USE OF THE RIGHT OF WAY ADJACENT TO 230 NORTH UNION AVENUE TO PARTICIPATE IN THE ANNUAL CHILE AND FRIJOLES FESTIVAL

M-6 RESOLUTION NO 14989 APPROVING A CONTRACT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., AN ARIZONA CORPORATION, DBA DIBBLE ENGINEERING, TO PROVIDE ENGINEERING SERVICES FOR IMPROVEMENTS AT PUEBLO MEMORIAL AIRPORT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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MINUTES

- M-7 RESOLUTION NO 14990 MODIFYING A FEE SCHEDULE TO BE COLLECTED THROUGH CHARGEPOINT, INC., A DELAWARE CORPORATION, FOR PUBLIC USE OF CITY-OWNED ELECTRIC VEHICLE CHARGING STATIONS**
- M-8 RESOLUTION NO 14991 PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 10.74-ACRE AREA COMMONLY KNOWN AS DORCY COMMUNITY HOUSING ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION**
- M-9 RESOLUTION NO 14992 APPROVING AND ADOPTING PUEBLO COUNTY'S EMERGENCY OPERATIONS PLAN (AUGUST 2022)**
- M-10 RESOLUTION NO 14993 RATIFYING PACOG'S JOINT APPOINTMENT OF PATRICK GRUBB TO THE PUEBLO REGIONAL BUILDING – MECHANICAL BOARD OF APPEALS**
- M-11 RESOLUTION NO 14994 RATIFYING PACOG'S APPOINTMENT OF SANDRA SHERRER TO THE COMMUNITY SERVICES ADVISORY COMMISSION (CSAC) – JOINT CITY-COUNTY APPOINTMENT**
- M-12 RESOLUTION NO 14995 CONFIRMING THE APPOINTMENT BY THE MAYOR OF ALBERT HERRERA TO THE REGIONAL BUILDING COMMISSION**
- M-13 RESOLUTION NO 14996 CONFIRMING THE APPOINTMENT BY THE MAYOR OF MICHAEL OCCHIATO, KEN SANCHEZ, AND JANET SCHRANER TO THE PUEBLO MEMORIAL AIRPORT ADVISORY COMMITTEE**
- M-14 RESOLUTION NO 14997 CONFIRMING THE APPOINTMENT BY THE MAYOR OF DAVID LUCAS TO THE PUEBLO ENERGY ADVISORY COMMISSION**
- M-15 RESOLUTION NO 14998 APPOINTING THE CITY CLERK AS THE DESIGNATED ELECTION OFFICIAL FOR THE SPECIAL MUNICIPAL ELECTION TO BE HELD ON NOVEMBER 8, 2022 AND DIRECTING THE CITY CLERK TO CERTIFY THE CONTENT OF THE BALLOT FOR SAID ELECTION AND RATIFYING THE ACTIONS OF THE CITY CLERK IN CONNECTION THEREWITH**
- N. ORDINANCES – FIRST PRESENTATION**
- N-1 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND ROSEMOUNT MUSEUM, 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 First Presentation***

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MINUTES

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-2 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BESSEMER HISTORICAL SOCIETY DBA THE STEELWORKS CENTER OF THE WEST, 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 First Presentation***

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-3 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SO COL RACING DBA SOUTHERN COLORADO YOUTH DEVELOPMENT 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 TWO HUNDRED DOLLARS (\$40,200) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for First Presentation***

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-4 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FUEL AND IRON COMMERCIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY, 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 TWO HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED TWENTY-ONE AND 51/100 DOLLARS (\$294,121.51) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF – *submitted for First Presentation***

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-5 AN ORDINANCE APPROVING AN AGREEMENT IN AN AMOUNT NOT TO EXCEED \$150,000 BETWEEN THE CITY OF PUEBLO AND BROWN AND CALDWELL, INC., FOR REGULATORY ASSISTANCE AND GENERAL ENGINEERING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME – *submitted for First Presentation***

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

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MINUTES

- N-6 AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$20,000 FROM THE TRAILHEAD INSTITUTE FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2215, AND BUDGETING AND APPROPRIATING \$20,000 TO PROJECT NO. CI2215 – submitted for First Presentation**

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-7 AN ORDINANCE REZONING 14.1-ACRES GENERALLY LOCATED SOUTH OF OAKSHIRE LANE, NORTH OF 13TH STREET, AND WEST OF BEAUMONT AVENUE FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND S-1, GOVERNMENTAL USE ZONE DISTRICT TO R-4, MIXED RESIDENTIAL ZONE DISTRICT – submitted for First Presentation**

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-8 AN ORDINANCE REZONING 215 EAST ORMAN AVENUE FROM S-1, GOVERNMENTAL USE ZONE DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD AND RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICTS – submitted for First Presentation**

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-9 AN ORDINANCE REZONING 1.52-ACRES OF LAND ALONG STATE HIGHWAY 96 AND WEST OF VICTORY LANE FROM B-3, HIGHWAY ARTERIAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT – submitted for First Presentation**

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-10 AN ORDINANCE VACATING A 20-FOOT PUBLIC UTILITY EASEMENT BETWEEN PARCEL B, REARRANGEMENT OF BOUNDARY LINES AND LOT 4, BLOCK 3, TRINITY SUBDIVISION – submitted for First Presentation**

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-11 AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 5 SUBDIVISION – submitted for First Presentation**

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

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MINUTES

- N-12 AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME STORMWATER ENGINEERING MANAGER POSITION TO THE AUTHORIZED STAFFING OF THE STORMWATER DEPARTMENT AS PART OF A REORGANIZATION – submitted for First Presentation**

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-13 AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR STORMWATER ENGINEERING MANAGER – submitted for First Presentation**

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-14 AN ORDINANCE DECLINING EMPLOYER PARTICIPATION IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE (FAMLI) PROGRAM AND ACT CREATED AND CODIFIED AT PART 5, ARTICLE 13.3, TITLE 8 OF THE COLORADO REVISED STATUTES – submitted for First Presentation**

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-15 AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND CLARITY TELECOM, LLC DBA BLUEPEAK FIBER, A DELAWARE LIMITED LIABILITY COMPANY – submitted for First Presentation**

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-16 AN ORDINANCE APPROVING AND ACCEPTING A DEPARTMENT OF HOMELAND SECURITY GRANT AWARD NO. EMW-2021-FG-07073 AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS2210 FOR THE PURCHASE OF ONE AIR COMPRESSOR AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$45,599 WHICH INCLUDES A TEN PERCENT COST MATCH OF \$4,145.37 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT – submitted for First Presentation**

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-17 AN ORDINANCE APPROVING A NON-DISCLOSURE AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND COLORADO SPRINGS UTILITIES, AN ENTERPRISE OF THE CITY OF COLORADO SPRINGS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME – submitted for First Presentation**

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

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- N-18 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 – *submitted for First Presentation***

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-19 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT NO. 3 TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND NEW CF&I INC., A DELAWARE CORPORATION – *submitted for First Presentation***

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-20 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO A HANGAR LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND LOCKHEED MARTIN CORPORATION, A MARYLAND CORPORATION, RELATING TO LAND AND A HANGAR BUILDING AT THE PUEBLO MEMORIAL AIRPORT – *submitted for First Presentation***

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

- N-21 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A CONSTRUCTION PROJECT AT 32501 WALT BASSET AVENUE, PUEBLO, CO 81001 – *submitted for First Presentation***

Public Hearing was Set for Monday, September 26, 2022, Notice of Hearing was Ordered Published by Title.

O. APPROVAL OF CONSENT AGENDA

Mr. Martinez Ortega, seconded by Ms. Martinez, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for **Monday, September 26, 2022**, and Order the Ordinances to be published **BY TITLE**.

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

P. REGULAR AGENDA

Q. RESOLUTIONS

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Q-1 RESOLUTION NO 14999 AUTHORIZING PAYMENT IN AN AMOUNT NOT TO EXCEED \$363,537 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR TWO GOVERNMENTAL 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 Laura Solano, Chief of Staff.

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

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

Q-2 RESOLUTION NO 15000 AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,540,988.36 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH \$154,098.84 FOR CONTINGENCIES, FOR PROJECT NO. 22-064 ASPHALT PAVING – PHASE 3 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

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

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

Q-3 RESOLUTION NO 15001 AWARDDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,032,873.79 TO MARTIN MARIETTA MATERIALS, INC., AND SETTING FORTH \$103,287.38 FOR CONTINGENCIES, FOR PROJECT NO. 22-079 ASPHALT PAVING – PHASE 4 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

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

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

Q-4 RESOLUTION NO 15002 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO LATINO CHAMBER DEVELOPMENT CORP IN THE AMOUNT OF \$750 TO SUPPORT THE 15TH ANNUAL LIFETIME ACHIEVEMENT AWARD CEREMONY

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

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MINUTES

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

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

Q-5 RESOLUTION 15003 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO CHAMBER IN THE AMOUNT OF \$2,500 TO SUPPORT THE PUEBLO CHILI BALLOON FIESTA

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

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

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

Q-6 RESOLUTION NO 15004 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE SONG OF PUEBLO IN THE AMOUNT OF \$3,000 TO SUPPORT THE SONG OF PUEBLO PERFORMANCE

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

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

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

Q-7 RESOLUTION NO 15005 AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO THE PUEBLO DISTRICT 60 EDUCATION FOUNDATION IN THE AMOUNT OF \$1,000 TO SUPPORT CORNHOLE AT THE DUTCH, A FUNDRAISER

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

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

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

R. ORDINANCES – FINAL PRESENTATION

**REGULAR CITY COUNCIL MEETING
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MINUTES

- R-1 ORDINANCE NO 10263 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 Final Presentation

A staff report and detailed review of the Ordinance was given by Jeff Hawkins, Director of Stormwater.

PUBLIC HEARING:

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

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

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

- R-2 ORDINANCE NO 10264 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 TO SAID PROJECT –**
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 Ms. Winner, moved to approve the Ordinance on Final Presentation.

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

- R-3 ORDINANCE NO 10265 ESTABLISHING 2023 PUEBLO RURAL TRANSPORTATION PLANNING PROJECT AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$7,400 FOR SAID PROJECT –** *submitted for Final Presentation*

A staff report and detailed review of the Ordinance was given by Scott Hobson, Interim Director of Planning & Community Development.

PUBLIC HEARING:

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

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MINUTES

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

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

R-4 ORDINANCE NO 10266 AMENDING ZONING RESTRICTIONS TO REZONE 1221 EAST ABRIENDO AVENUE FROM B-4, CENTRAL BUSINESS DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD – 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 the June 8, 2022 Planning & Zoning Committee Meeting, Case #Z-22-06 be made a part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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

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

R-5 ORDINANCE NO 10267 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 – 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 the July 13, 2022 Planning & Zoning Committee Meeting, Case #V-21-03 be made a part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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

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

R-6 ORDINANCE NO 10268 CHANGING THE STREET NAME OF NAPOLI WAY TO MEDICI WAY – submitted for Final Presentation

**REGULAR CITY COUNCIL MEETING
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MINUTES

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 the August 10, 2022 Planning & Zoning Committee Meeting, Case #SNC-22-01 be made a part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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

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

R-7 ORDINANCE NO 10269 APPROVING THE VILLA BELLA FILING NO. 2 SUBDIVISION
– 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 the July 13, 2022 Planning & Zoning Committee Meeting, Case #S-22-10 be made a part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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

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

R-8 ORDINANCE NO 10270 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 –
submitted for Final Presentation

A staff report and detailed review of the Ordinance was given by Steven Meier, Director of Parks & Recreation.

PUBLIC HEARING:

- David Nelson 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. Winner, moved to approve the Ordinance on Final Presentation.

**REGULAR CITY COUNCIL MEETING
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MINUTES

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

ADJOURN: 8:53 p.m. President Graham Adjourned the Meeting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read 'Marisa Stoller', written in a cursive style.

Marisa Stoller
City Clerk



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Jeff Hawkins, Director Stormwater

SUBJECT: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$16,850 TO RUSS GRADING & EXCAVATING, LLC. FOR EMERGENCY STORM SEWER POINT REPAIR NEAR THE INTERSECTION OF ENCINO AND MODESTO AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution awards a construction contract to Russ Grading & Excavating, LLC., for emergency storm sewer point repair at the intersection of Encino and Modesto.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Stormwater Utility was notified that there was a sinkhole developing near the intersection of Encino and Modesto by a stormwater manhole and inlet. Inspection of the cone section of the manhole revealed a structural failure that was responsible for the sinkhole. An emergency repair was required to repair the defective stormwater pipes, manhole, and the appurtenant surface repairs.

The contractors who were qualified under the 2020-2022 Storm Sewer Point Repair Ordinance #9755 competitively bid this point repair project of which Russ Grading & Excavating, LLC. submitted the lowest responsive bid.

The cost breakdown for the project is as follows:

Description	Total
Project includes asphalt patch (item 3), installation of extra lean concrete flow fill (item 4), mobilization (item 8), traffic control and additional cast in place manhole at the intersection of Encino Drive & Modesto Drive. Grand Total Bid to complete all work:	\$16,850.00

FINANCIAL IMPLICATIONS:

Funding for this project came from the Stormwater Utility budget. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-019 (SW1501).

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not applicable.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Modesto & Encino Site Location Map

RESOLUTION NO. 15006

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$16,850 TO RUSS GRADING & EXCAVATING, LLC. FOR EMERGENCY STORM SEWER POINT REPAIR NEAR THE INTERSECTION OF ENCINO AND MODESTO AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

WHEREAS, the point repair work was awarded to Russ Grading & Excavating, LLC., under the 2020-2022 Storm Sewer Point Repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

This contract is for repair of a stormwater manhole near the intersection of Encino and Modesto by Russ Grading & Excavating, LLC., Project No. 20-019 (SW1501) and is hereby awarded to said bidder in the amount of \$16,850.00.

SECTION 2.

Funds for Project No. 20-019 (SW1501) shall be from the Stormwater Utility Fund.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein.

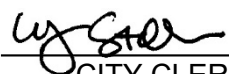
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 26, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



	Stormwater		
	The City of Pueblo, Colorado does not guarantee nor provide any warranty, expressed or implied, as to the representative completeness or accuracy of maps and data provided herein		



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$139,166.16 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT W 8TH ST & N MAIN ST CROSSING, 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 repairs at W 8th St & N Main St crossing.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Wastewater Department collection crew discovered a long pipe segment with excessive infiltration and several blockages in the main located in Main St between West 8th St. & W 9th St. An emergency repair was necessary to eliminate infiltration and to prevent a backup due to the existing blockages.

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

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related

Total: \$101,049.16 73%

Surface Improvement Related

Total: \$38,117.00 27 %

Grand Total: \$139,166.16 100%

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

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. 9-26-22 W 8th St & N Main St Emergency Point Repair Attachment

RESOLUTION NO. 15007

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$139,166.16 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT W 8TH ST & N MAIN ST CROSSING, 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 sewers at W 8th St & N main St crossing with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$139,166.16.

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 affixed 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 and the contract to implement the transactions 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 and the contract change order in the amount of \$86,143.16 are hereby ratified.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 26, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

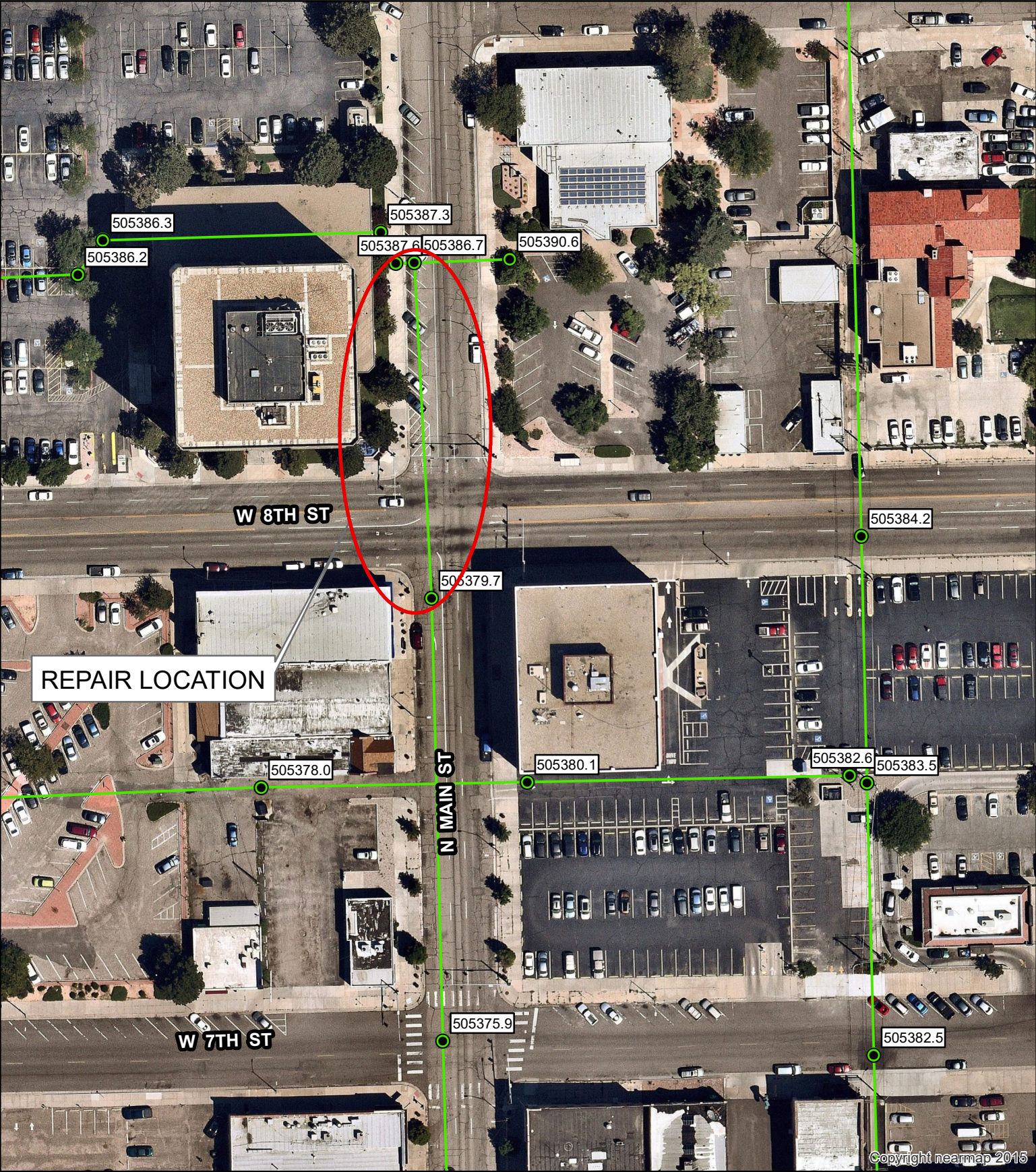
ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					W 8th St & N main St		
Date: 01/5/2022					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF	146	\$ 12,410.00	\$ 81,760.00	\$ 7,519.00
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF	75	\$ 7,500.00	\$ 96,000.00	\$ 4,462.50
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF	251	\$ 15,060.00	\$ 13,554.00	\$ 13,554.00
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF	200	\$ 2,400.00	\$ 25,200.00	\$ 2,700.00
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF	20	\$ 1,000.00	\$ 5,000.00	\$ 800.00
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY		\$ -	\$ -	\$ -
		21-100	CY		\$ -	\$ -	\$ -
		>100	CY	105	\$ 15,750.00	\$ 16,065.00	\$ 13,282.50
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA		3	\$ 10,800.00	\$ 21,780.00	\$ 9,600.00
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA		2	\$ 600.00	\$ 174.00	\$ 530.00
24	Mobilization	LS		1	\$ 1,500.00	\$ 750.00	\$ 575.00
				Total	\$ 67,020.00	\$ 260,283.00	\$ 53,023.00
With Contingency					\$ 80,424.00	\$ 312,339.60	\$ 63,627.60

CONTRACT CHANGE ORDER CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS			
Project Number : 20-059 (WWAN03)Change Order No. : ONEPage 1 of 1 Project Name : 2021 - 2023 Emergency Sanitary Sewer Point Repair W 8th St & N Main St			
Contractor : PARKER EXCAVATING INC. 1428 Stockyard Rd., Pueblo, CO 81001 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 <10' DEEP (>100LF)		\$4,583.50
2	REMOVE & REPLACE 8" PVC PIPE >10' DEEP (<100LF and>21LF)	(\$4,462.50)	
3	ASPHALT PATCH - 4" HMA ON 4" CLASS 6 ABC FOR 8" AND 10" PIPE	(\$13,554.00)	
4	REINSTATE SERVICES	(\$265.00)	
5	REMOVE AND REPLACE 7" REINFORCED CONCRETE	(\$2,700.00)	
6	INSTALL EXTRA LEAN CONCRETE (FLOW FILL)		\$11,638.00
7	REMOVE AND REPLACE STANDARD CURB AND GUTTER (1-20LF)	(\$800.00)	
10	ASPHALT PATCH - 5" HMA ON 6" CLASS 6 ABC FOR 8" AND 10" PIPE		\$35,612.00
11	REMOVE AND REPLACE 4" CONCRETE		\$925.00
12	REMOVE AND REPLACE STANDARD CURB AND GUTTER (>20LF		\$1,580.00
13	IMPACT FEES		\$4,797.00
14	T&M FOR POTHOLING PRIOR TO CONSTRUCTION		\$41,228.68
15	TRAFFIC CONTROL		\$7,560.48
TOTAL (Decrease) / Increase		(\$21,781.50)	\$107,924.66
Net Adjustment This Change Order		\$	86,143.16
Amount of Previous Change Order(s)		\$	0.00
Original Contract Amount		\$	53,023.00
Total Adjusted Contract Amount To Date		\$	139,166.16
Reason For Change: Actual Field Quantities. Extra work needed to complete the 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: _____ Interim Director of Wastewater			



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
W 8TH ST & N MAIN ST





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$124,319.90 FROM PROJECT NO. SR2101 - STREET REHABILITATION - NORTHERN AVENUE, BROADWAY AVENUE, HIGH STREET, GRAND AVENUE, W. 24TH STREET, AND HUDSON AVENUE TO PROJECT NO. SR2003 - STREET REHABILITATION PROJECT - FORTINO, OUTLOOK, GREENWOOD, AND EAGLERIDGE AND CLOSING OUT PROJECT NO. SR2003

SUMMARY:

This resolution approves the transfer of previously budgeted and appropriated funds in the amount of \$124,319.90 from Project No. SR2101 - Street Rehabilitation - Northern Avenue, Broadway Avenue, High Street, Grand Avenue, W. 24th Street, and Hudson Avenue to Project No. SR2003 - Street Rehabilitation Project - Fortino, Outlook, Greenwood, and Eagleridge. The resolution also closes out Project SR2003.

PREVIOUS COUNCIL ACTION:

On July 27, 2020, by Ordinance No. 9745, Council approved the establishment of Project No. SR2003 - Street Rehabilitation Project - Fortino, Outlook, Greenwood, and Eagleridge and budgeted and appropriated \$2,482,454.29 for the project.

On November 23, 2020, by Ordinance No. 9817, Council approved the establishment of Project No. SR2101 - Street Rehabilitation - Northern Avenue, Broadway Avenue, High Street, Grand Avenue, W. 24th Street, and Hudson Avenue as part of the City's 2021 Annual Budget and \$3,000,000.00 was budgeted and appropriated for the project.

On July 27, 2020, by Resolution No. 14447, Council approved the award of a construction contract (20-035) in the amount of \$3,344,717.50 to Martin Marietta Materials Inc. and set aside another \$502,000.00 for contingencies and additional work

for the repair of multiple streets (Fortino Boulevard, Outlook Boulevard, Greenwood Street, and Eagleridge Boulevard).

On November 23, 2020, by Resolution 14514, Council approved the amendment of contract 20-035 in the amount of \$3,705,729.00 and set aside another \$370,000.00 for contingencies and additional work for the repair of additional streets (High Street, Grand Avenue, Broadway Avenue, E. Northern Avenue, W. 24th Street, and Hudson Avenue).

BACKGROUND:

Project No. SR2003 was initially created to perform road repairs on Fortino, Outlook, Greenwood, and Eagleridge in 2020. While work on those streets was active, additional road repair requirements were identified on other streets (High Street, Grand Avenue, Broadway Avenue, E. Northern Avenue, W. 24th Street, and Hudson Avenue) and additional funds were budgeted and appropriated to the project. This resolution will ensure there are appropriate funds available in project SR2003 to complete the repairs and close out the project.

FINANCIAL IMPLICATIONS:

Transferring the funds as described herein will ensure there are appropriate funds available in Project No. SR2003.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this resolution.

STAKEHOLDER PROCESS:

Not applicable to this resolution.

ALTERNATIVES:

If this resolution is not approved by Council, there will not be appropriate funds in Project SR2003 to close out the project.

RECOMMENDATION:

Approval of the resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15008

A RESOLUTION AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$124,319.90 FROM PROJECT NO. SR2101 - STREET REHABILITATION - NORTHERN AVENUE, BROADWAY AVENUE, HIGH STREET, GRAND AVENUE, W. 24TH STREET, AND HUDSON AVENUE TO PROJECT NO. SR2003 - STREET REHABILITATION PROJECT - FORTINO, OUTLOOK, GREENWOOD, AND EAGLERIDGE AND CLOSING OUT PROJECT NO. SR2003

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The transfer of previously budgeted and appropriated funds in the amount of \$124,319.90 from Project No. SR2101 - Street Rehabilitation - Northern Avenue, Broadway Avenue, High Street, Grand Avenue, W. 24th Street, and Hudson Avenue to Project No. SR2003 - Street Rehabilitation Project - Fortino, Outlook, Greenwood, and Eagleridge is hereby approved.

SECTION 2.

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

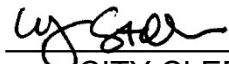
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: September 26, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION AUTHORIZING AN ADDITIONAL PAYMENT IN THE AMOUNT OF \$3,110.42 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF TWO TORO GROUNDSMASTER MOWERS FOR THE DEPARTMENT OF PARKS AND RECREATION, 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 an additional payment in the amount of \$3,110.42 for the purchase of two (2) Toro Groundsmaster mowers for the City's Department of Parks and Recreation. This payment is authorized by section 603 (c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6

PREVIOUS COUNCIL ACTION:

On April 11, 2022, by Resolution No. 14854, City Council authorized the expenditure of \$220,000.00 in ARPA Revenue Replacement / Government Services funds to purchase 2 mowers for the Parks and Recreation Department. Under this Resolution, the allocation for the purchase of the 2 mowers is increased by \$3,110.42 for a purchase price of \$223,110.42.

BACKGROUND:

ARPA authorized a revenue replacement calculation that would allow state and local governments to use a portion of ARPA allocation for governmental services. The City of Pueblo has calculated its lost revenue as a result of the COVID-19 pandemic to be \$10,000,000.

FINANCIAL IMPLICATIONS:

Additional funding in the amount of \$3,110.42 will be paid out of Project CI2113 –

American Rescue Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to authorize the additional payment for the two mowers.

RECOMMENDATION:

Approval of this Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15009

A RESOLUTION AUTHORIZING AN ADDITIONAL PAYMENT IN THE AMOUNT OF \$3,110.42 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR THE PURCHASE OF TWO TORO GROUNDSMASTER MOWERS FOR THE DEPARTMENT OF PARKS AND RECREATION, 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 Code of Federal Regulations ("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 governmental services pursuant to the revenue replacement calculation; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that
SECTION 1.

Payment in the additional amount of \$3,110.42 is hereby authorized from Project CI2113 – American Rescue plan for the purchase of two (2) Toro Groundsmaster mowers for the City's Department of Parks and Recreation.

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 herein.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: September 26, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: A RESOLUTION APPROVING A PURCHASING AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND PATTLEN ENTERPRISES, INC. DBA L.L. JOHNSON DISTRIBUTING COMPANY, INC., FOR TWO TORO GROUNDSMASTER MOWERS FOR THE PUEBLO PARKS AND RECREATION DEPARTMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution will approve a purchase agreement for the purchase of two Toro Groundsmaster mowers for the Pueblo Parks and Recreation Department, utilizing ARPA funding.

PREVIOUS COUNCIL ACTION:

Ordinance No. 9931 was approved on May 17, 2021, which 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 the American Recovery Plan Act (ARPA) for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021, until December 31, 2024 (to be expended by December 31, 2026).

Resolution No. 14854 was approved on April 11, 2022, which authorized payment from Project No. CI2113 (ARPA) for several governmental service projects, which included the purchase of mowers for the Parks and Recreation Department, HVAC for the El Centro del Quinto Sol Recreation Center, and funding to replace the greenhouse at Mineral Palace Park.

BACKGROUND:

The Pueblo Parks and Recreation Department intends to use these funds to purchase two Toro Groundsmaster mowers to replace current outdated equipment.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$223,110.42 will be paid from Project No. CI2113 – ARPA Parks&Rec - Park Mowers.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If the Resolution is not passed, the Pueblo Parks and Recreation Department will not be able to purchase the needed mowers.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. LL Johnson Purchase Agreement for Toro Mowers

RESOLUTION NO. 15010

A RESOLUTION APPROVING A PURCHASING AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND PATTLEN ENTERPRISES, INC. DBA L.L. JOHNSON DISTRIBUTING COMPANY, INC., FOR TWO TORO GROUNDSMASTER MOWERS FOR THE PUEBLO PARKS AND RECREATION DEPARTMENT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, the City of Pueblo shall use a cooperative agreement through the Colorado Municipal Assembly of Procurement ("MAPO") to purchase Toro Mowers for the Pueblo Parks and Recreation Department on OMNIA Contract No. 2017025 (issued by the city of Mesa, AZ) with pricing and options as included in Schedule 1 of the purchasing agreement; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that
SECTION 1.

The City Council authorizes the purchase of two Toro Groundsmaster mowers from Pattlen Enterprises, Inc., dba L.L. Johnson Distributing Company, Inc., in the amount of \$223,110.42, and the Purchasing Agent may execute any required documents for said purchase.

SECTION 2.

Funds for said purchase shall be from Project No. CI2113 – ARPA Parks&Rec - Park Mowers.

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: September 26, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**PROPOSED PURCHASE AGREEMENT BY AND BETWEEN
CITY OF PUEBLO AND
PATTLEN ENTERPRISES, INC. DBA
L.L. JOHNSON DISTRIBUTING COMPANY INC.**

THIS AGREEMENT ("Agreement") shall be effective this ____ day of _____, 2022, by and between the City of Pueblo, a Municipal Corporation, (hereinafter referred to as the "City") and L.L. Johnson Distributing Company, Inc., a registered trade name for Pattlen Enterprises, Inc., a corporation registered in the State of Colorado (hereinafter referred to as the "Vendor").

WHEREAS, the City shall utilize a cooperative agreement through the Colorado Municipal Assembly of Procurement ("MAPO") to purchase Toro Mowers for the City's Parks and Recreation Department on OMNIA Contract No. 2017025 (issued by the City of Mesa, AZ) with pricing and options as included in Schedule 1, attached hereto and incorporated herein; and

WHEREAS, Vendor quoted a total of \$223,110.42 on August 11, 2022 for the items set forth in Schedule 1. The City is of the understanding that the quote shall be applicable for the current order; however, price may fluctuate with the cost of manufacturer parts and components for Toro equipment prior to the date of delivery.

NOW THEREFORE, the Parties hereby agree to the following terms and conditions:

1. In consideration of the payment of the purchase price as provided herein, Vendor agrees to furnish and deliver the following as set forth in Schedule 1, complete in every respect, including all components necessary for proper use and operation, and fully complying with reasonable expectations of new equipment manufactured to industry standard specifications and subject to the terms, conditions, and requirements set forth in this Agreement:

- (a) Model 31698 Groundsmaster 5900 (T4) including sunshade and foam filled caster wheel assembly; and
- (b) Model 30609 Groundsmaster 4000-D (T-4) including sunshade, foam filled caster wheel assembly, and road light kit (MY21 and newer).

2. Vendor shall deliver the purchased equipment to City at no additional cost to 800 Goodnight Avenue, Pueblo, Colorado 81003 through an appointment scheduled with an authorized Parks and Recreation Department representative within the timeframe shown below:

Anticipated Delivery Date: August 2023

(a) The delivery deadline for any item shall only be extended by City for delay in delivery caused by (i) unavailability of materials due to war or national emergency, (ii) unavailability of transportation for the item from the manufacturer to Pueblo, Colorado caused by strike, (iii) nuclear detonation, or (iv) catastrophic acts of God affecting the availability of materials or labor critical to the timely manufacture and the delivery of the equipment in its entirety.

(b) Risk of loss shall be upon Vendor until delivery of items in Pueblo and acceptance of same by City. Acceptance shall be made by City only if the items conform to this Purchase Agreement and the Specifications included in Schedule 1, and satisfactorily pass the Performance Test and/or Requirements set forth in the Specifications.

3. Vendor shall provide a written invoice to City within forty-five (45) days from the date of delivery of equipment and acceptance by an authorized City representative. The invoice shall be for the amount shown in Schedule 1, including any additional manufacturer costs as approved by the City's Purchasing Director prior to delivery and acceptance of the equipment. Vendor shall contact City's Purchasing Director prior to shipment of any equipment and notify him or her of any additional manufacturer costs. The City shall consider a manufacturer price increase if such increase can be substantiated by written notice from manufacturer to Vendor and thereafter forwarded to the City's Purchasing Director for review and approval. If City's Purchasing Director determines the price increase has not been sufficiently explained, documented, or substantiated, City may elect to immediately terminate this Agreement as set forth in Section 9 below. The additional costs must be accepted by City's Purchasing Director in writing prior to Vendor shipping the equipment. If the

additional costs are not accepted, but the equipment is nonetheless shipped, the City shall not be liable for nor pay any of the additional costs.

4. Vendor shall pay for all royalties and the licensing of patents for any patented material or product used by Vendor or incorporated into the equipment purchased under this Purchase Agreement. Vendor shall also indemnify, defend, and hold City harmless against any and all claims that the equipment, or any part or portion thereof, infringe upon any patent. City shall: (a) promptly notify Vendor of any claim for which indemnification may be sought, (b) cooperate fully in the defense of such claim, and (c) permit Vendor to settle or compromise such claim on terms and conditions which, in good faith, it determines to be appropriate.

5. REQUIRED FEDERAL PROVISIONS

(a) Vendor understands that City may be funding the purchase in whole or part with funds provided by the American Rescue Plan Act of 2021, Coronavirus State and Local Fiscal Recovery Funds (SLFRF Program). Vendor agrees it is subject to and shall comply with all applicable provisions of Title 2 CFR Part 200 under which this Agreement has been made and other applicable regulations.

(b) Vendor shall comply with the attached Special Funding Contract Requirements, attached hereto and incorporated herein as Schedule 2, and any/all other Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by City, the U.S. Treasury Department, or any other Federal or State fund auditing agencies regarding use of ARPA funds at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.

6. This Purchase Agreement and the rights, title, and interests of the parties herein, shall not be assigned or transferred by either party, except upon prior written consent of the other party, provided, however, that Vendor herein provides and grants such consent to City assigning and transferring this Purchase Agreement and its rights hereunder, or any portion thereof, to any third party leasing or financing source with whom the City agrees, on City's behalf, to provide payment to Vendor of amounts owed or to be owed by City to Vendor hereunder, or otherwise relating to City's leasing or financing of equipment should that option become necessary, and Vendor hereby agrees to execute all documents reasonably necessary to effect such assignment.

7. This Purchase Agreement, including the specifications incorporated by reference, and including the warranties required by the foregoing, constitute the entire agreement between the parties, and there are no representations, conditions, or collateral agreements, expressed or implied, with respect to this Purchase Agreement other than as contained herein, and this Agreement shall supersede all previous communications, representations or agreements, either written or oral, between the parties to this Purchase Agreement.

8. This Purchase Agreement may not be modified or changed in any way except by written agreement signed by the persons authorized to sign agreements on behalf of Vendor and City.

9. This Purchase Agreement shall be governed by the laws of the State of Colorado and shall be construed in accordance therewith. The parties agree that venue for all actions or causes of action relating to or arising from this Purchase Agreement, or the vehicles, equipment, and apparatus purchased hereunder, shall be in Pueblo County, Colorado. All such actions will be filed in the District Court, County of Pueblo, State of Colorado, and the parties submit to the jurisdiction of that Court.

10. 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

11. TERMINATION

(a) City reserves the right to terminate this Agreement at any time upon written notice, either for cause or for convenience. Upon such termination, City shall excuse Vendor for delivery of equipment and Vendor shall be authorized to utilize, sell, delivery, or keep equipment as Vendor determines and at no expense to the City.

(b) Upon termination of this Agreement, City and Vendor shall neither request nor require costs incurred or obligated, whether actual or perceived, for performance of the Agreement. In no event shall the City pay Vendor for any termination costs, including but not limited to return costs, completion costs, restocking fees, and shipping fees, after termination of the Agreement.

12. SUBJECT TO LAW

(a) 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.

(b) Nothing in this Agreement is intended, nor should it be construed, to create or extend any rights, claims or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations otherwise conferred upon the City of Pueblo, a Municipal Corporation 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.

13. 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

PATTLEN ENTERPRISES, INC. DBA
L.L. JOHNSON DISTRIBUTING COMPANY, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Brent Szafraniec, Authorized Sales Representative

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Laura Solano, Chief of Staff

APPROVED AS TO FORM:

Dan Kogovsek, City Attorney

Attachments: Schedule 1: Quote and Specifications
 Schedule 2: Special Funding Contract Requirements
 Schedule 3: TORO Equipment Contract with OMNIA
 Additional Information for Agreement

SCHEDULE 1

Quote and Specifications dated August 11, 2022



4700 Holly Street
Denver, CO 80216
Mobile: 720-641-3865
Office: 303-394-6638



PUEBLO PARKS DEPARTMENT
Estimated 2023 Discounted MAPO Pricing (#OMNIA2017025)
Att: Mike Taft
8/11/2022

Qty	Model Number	Description	Unit price	Extended price
1	31698	Groundsmaster 5900 (T4)	\$129,133.37	\$129,133.37
1	30669	Universal Sunshade, White	\$769.86	\$769.86
10	93-5973	10 Inch Foam Filled Caster Wheel Assembly	\$207.48	\$2,074.77
				\$131,978.00

1	30609	Groundsmaster 4000-D (T4)	\$86,896.72	\$86,896.72
8	93-5974	8 Inch Foam Filled Caster Wheel Assembly	\$180.88	\$1,447.01
1	30669	Universal Sunshade, White	\$769.86	\$769.86
1	31693	North American Road Light Kit (MY21 & Newer)	\$2,018.84	\$2,018.84
				\$91,132.42

Thank you for the opportunity to quote you on the equipment listed above. The prices are subject to change without notice due to market volatility. They include all set up and delivery.

Two unit total \$223,110.42

*Please allow me to requote when you are closer to your delivery date for up to date pricing.

* Please note due to unexpected issues in our supply chain, we are experiencing extreme delays in certain product categories.



Groundsmaster® 5900/5910 Specifications*

GROUNDMASTER 5900, MODEL 31698 / GROUNDMASTER 5910, MODEL 31699	
ENGINE	Yanmar 3.3L, EPA Tier 4 Final and EU Stage IV emissions compliant, turbocharged diesel with direct injection and electronic high-pressure common rail. 72 HP (53.7 kW) @ 2500 rpm, Torque: 206 ft.-lbs. (279 Nm) @ 1625 rpm Displacement: 202 cu. in. (3.3 L).
COOLING SYSTEM	24V dual electric fan banks for separate engine radiator and hydraulic oil cooling; fan banks are variable speed, with auto-reverse feature (SmartCool®, based on coolant and oil temps), radiator is cross flow, 3 rows, 9 fins per in. (FPI). Hydraulic oil cooler is crossflow, 6 FPI. Cooling fan banks tilt away for fast, easy cleaning.
FUEL SYSTEM	Uses ultra-low sulfur diesel fuel only. Biodiesel compatible up to B20.
CAPACITIES	Fuel: 35 gal.(132L) Hydraulic: 19 gal (71.9 L). Engine Oil w/ filter: 11 qt. (10.4 L). Coolant: 13.5 qt. (12.7 L) (Model 31698), 18 qt. (17 L) (Model 31699)
HYDRAULIC SYSTEM	Capacity: 19 gallons (71.9 L) reservoir, Remote spin-on charge filter, Oil: Toro premium all season hydraulic fluid
TIRES/WHEELS	Front: 29x12.00-15, 6 ply rating, 32 psi; Rear: 23x10.50-12, 6 ply rating, 30 psi
INSTRUMENTATION	Onboard LCD (InfoCenter™) display shows customizable gauges, service reminders, advisories/faults and troubleshooting assistance. Indicates fuel level, coolant temp, hydraulic oil temp, engine glow plug, low oil pressure, air cleaner restriction, 12 and 24 volt alternator voltage output, engine hours and rpm, and engine DPF regeneration.
POWERTRAIN	Full time automatic forward and reverse 4WD in low (mow) range. Front wheel drive in transport. Parallel hydrostatic, closed loop with cross wheel traction (CrossTrax™) design; traction drive pump: variable displacement piston, servo control. Front drive: 2-speed, fixed displacement high torque, low speed radial piston motors. Rear drive: single speed, fixed displacement, high torque, low speed radial piston motors. Smart Power® feature controls traction speed to maintain optimal cutting blade speed.
ELECTRICAL SYSTEM	Main: 12 volt system; Alternator: 12V, 80 amp, supplied w/ engine Battery: 1380 CCA (2x 690 CCA). Cooling Fans, Engine/Hydraulic cooling: 24 volt system; Alternator: 24V, 105 amp w/ remote sense; Battery: 350 CCA; Disconnect ON/OFF switch for 12 & 24 volt service safety.
BRAKES	Service: Dynamic, hydrostatic 4WD in low range. Front wheel drive braking in high range. Parking: Electrohydraulic controlled via double-motion rocker switch. Spring applied, hydraulic released. Internal to front wheel motors. Automatically applies with engine OFF or key OFF Manual override from operator platform for servicing
PRODUCTIVITY	Infinitely variable speed. Forward speeds: mow: 0-10.8 mph (17.4 km/h) Transport: 0-20 mph (0-32.2 km/h). Reverse speeds: mow 0-5.7 mph (0-9.2 km/h), transport: 0-10.5 mph (0-16.9 km/h) transport. Speed control: Electronic, limits max speed. Mowing capacity: 20.9 acres/hr. (8.5 ha/hr)**; NOTE: For EU countries complying to ISO 5395, all speeds and mow rates should be reduced by 12%.
CONTROLS	Control arm, right armrest, travels with seat and suspension. Deck lift/lower, electrohydraulic switches. Throttle: electronic, variable. Traction pedal, electronic. Park brakes: double-motion switch. Steering: hydrostatic load sensing. Other: High/low range, PTO, cruise control, lights, horn, key switch, wing deck transport latches (manual).
OPERATOR STATION	Operator platform: isolated rubber mounted. Seat: 4 way adjustable with vinyl (31698) or cloth (31699) cushions standard. Suspension: air-ride with 3 in. (7.6 cm) of adjustability. Steering: power and adjustable tilt. Traction Pedal: adjustable angle uses position sensor. Storage box, cup holder, and 12 volt power outlet, double USB port, standard.
STEERING	Uncut circle - 0" diameter. Turning radius - 86" (218 cm)
CAB (5910)	ROPS certified cab with heat, AC and the following standard features: climate system pressurized cab, heavy-duty pantograph front windshield wiper and washer, front windshield has 38" of visibility, interior mirror, fold away exterior side mirrors, molded front fenders, right and left doors and rear window have tinted (50%) glass, front and rear windows open, quick release window latches act as emergency exit, rubber sound isolator cab mounts and upholstered interior panels and headliner, textured neoprene floor mat, interior dome light. Power provided for optional aftermarket audio accessories. Optional rotating beacon for cab units (31509), additional turn signals and work lights available.
SAFETY AND LIGHTING	Standard (31698 & 31699): LED headlights, brake lights, tail lights, and amber turn signals and flashers. Disconnect ON/OFF switch for 12 & 24-volt service safety.
CERTIFICATION	Meets or exceeds EU Machinery Directive (2006/42/EC); ISO 5395-2013 and ANSI B71.4-2012; ISO 21299 and SAE J1194; OSHA 29CFR1910.95 (SAE J1175, European Directive 2000/14/EC, ISO 5395-2013); EN 55012:2007 and CISPR12. Model 31698 meets or exceeds ANSI/ASAE S279.12 (Lighting and Marking of Agricultural Equipment on Highways). Model 31699 air conditioning system meets SAE J1503, Section 8.
WARRANTY	Two year limited warranty.
VEHICLE WEIGHT (W/ FULL FLUIDS)	6,710 lbs. (3043 kg) (31698), 7,304 lbs. (3313 kg) (31699)
GROUND CLEARANCE	10.3 in. (26.1 cm)
DIMENSIONS	WIDTH: Transport: 99 in. (251 cm), Mow: 199 in. (505 cm) LENGTH: 174 in. (442 cm) HEIGHT: 85 in. (216 cm) (31698), 95 in. (241 cm) (31699) WHEELBASE: 77 in. (196 cm)

CUTTING DECKS	
TYPE	Three rear discharge rotary decks
CUTTING WIDTH	All three decks: 192 in. (488 cm), One wing: 57 in. (145 cm), center deck: 92 in. (234 cm), center deck + one wing: 144 in. (366 cm).
HEIGHT OF CUT	1-6" in (2.5 - 15 cm) in 0.5 in. (1.3 cm) increments.
CONSTRUCTION	11-gauge high-strength steel. 7-gauge, reinforcements, bullnose bumpers.
PROTECTION	2-way shock absorption on wing decks.
DECK DRIVE	HybridDrive™ - Hydraulic motor to spindle, remaining spindle(s), driven by "B" section v-belts.
TENSIONING	Automatic, spring loaded idlers.
SPINDLES	Shaft: 1.25" (3.2 cm) hardened steel. Housing: 9" (22.9 cm) ductile iron. Bearings: Greaseable tapered roller.
STANDARD BLADES	20" (50.8 cm), heat-treated steel blades.
OPTIONAL BLADES	Atomic™ mulching blades, flat blades.
SKIDS	4 reversible polymeric, 2 reversible steel

*Specifications and design subject to change without notice. Products depicted in this literature are for demonstration purposes only.
Actual products offered for sale may vary in use, design, required attachments and safety features. See distributor for details on all warranties.

**Assumes max mow speed and 100% efficiency. Actual mowing rates may vary depending on operator and conditions.

Rev. 2/22



Highlights

- 55 hp (41 kW) Yanmar® turbo diesel engine, Tier 4 Final and Stage V compliant
- 4WD, All-Time Traction Assist
- 11' (3.35m) width of cut; up to 10.6 acres/hr (4.3 hectares/hr)
- Ground Speed - Mowing: 0-8.3 mph (0-13 km/h) Transport: 0-16.2 mph (0-26.1 km/h)

Overview

The Groundsmaster® 4000-D and 4010-D rotary mowers boast a powerful turbo-charged 55 hp (41 kW), Tier 4 Final and Stage V compliant diesel engine. Featuring Smart Power™ technology, high engine torque and patented, HybridDrive™ cutting deck system, the Groundsmaster 4000-D and 4010-D deliver power where you need it most, no matter how tough the conditions. With their excellent trimming capability and an ability to mow a 0" uncut circle, the Groundsmaster 4000-D and 4010-D are extremely efficient mowers..

The parallel hydraulic traction system maintains consistent hydraulic flow between the front and rear wheels to assure full time 4-wheel drive. This allows you to mow with confidence, even on hills and wet grass. Operators can enjoy either the open air model in the 4000-D, or a climate-controlled, all-season safety cab with the Groundsmaster 4010-D.

Configuration Options:

- Groundsmaster 4000-D with ROPS
- Groundsmaster 4010-D with All-Season Safety Cab

Specifications

Engine

Yanmar® turbo diesel 55 hp (41 kW)

Fuel Capacity

19 gal (72 L) diesel fuel

Mowing Speed

0 - 8.3 mph (0 - 13.4 km/h)

Transport Speed

0 - 16.2 mph (0 - 26.1 km/h)

Cutting Width

11' (3.4 m) Width of Cut

Engine Displacement

127 cu. in. (2.1L)

Weight

Approx. 4,205-4,759 lbs. (1907-2159 kg)

SCHEDULE 2
SPECIAL FUNDING CONTRACT REQUIREMENTS FOR CITY OF PUEBLO
For use with FEMA, ARPA, SLFRF, and/or other state and federal grant funds and cooperative agreements

This document shall be added to all City bid projects with the potential utilization of federal or state fund projects (including projects utilizing FEMA, ARPA, SLFRF, or grant funds). The following clauses mirror the Federal Required Contract Provisions available at www.fema.gov/procurement-disaster-assistance-team. Questions about the City's Purchasing Policy and the federal project requirements may be directed to bidinfo@pueblo.us.

Definitions:

Agreement: For the purposes of this bid and/or project, *agreement* shall indicate a contract between City and Contractor.

Contractor: Awarded bidder, consultant, and/or engineer contracted or under agreement with the City for a specified duration or for specific project work.

Contract: Any form of agreement, award, written contract, issued purchase order, purchase agreement, etc. as issued by the City as a result of a formal or informal bid, cooperative agreement, or other award as determined appropriate by the Purchasing Director and/or City Mayor and/or City Council.

Notice:

The project(s) and contracts utilizing funds from a federally established fund, disaster relief program, state program, or other grant fund are subject to the sections contained herein and signature of the bid by the Contractor shall constitute Contractor's agreement to all terms within this bid, agreement, and/or contract.

Failure to adhere to all federal, FEMA, state, grant, and City project requirements may mean suspension or debarment by the City of Pueblo, the federal government, and other FEMA awarded projects (as per 2 CFR, Part 180, Implementing Executive Orders 12549 and 12689).

It is the Contractor's responsibility to adhere to any federal fund project requirements that may be revised, added, stipulated by the situation or federal fund advisor, etc. Additionally, Contractor must adhere to the terms of the grant award as applicable for each project, including all federal laws, executive orders, federal regulations, state oversight regulations, etc. Failure to adhere to these and all other project requirements may mean suspension or debarment (see Section 9 below).

As indicated below each Section, some clauses determined nonapplicable for this project may be removed.

1. REMEDIES

Applicable to all contracts/agreements in excess of \$250,000; 2 CFR, Part 200, Appendix II(A)

This contract is not estimated to exceed \$249,999 and this section has been removed.

OR

- 1.1 All remedies provided for in this Agreement may be exercised individually or in combination with any other remedy available hereunder or under applicable laws, rules and regulations. The exercise of any remedy shall not preclude or in any way be deemed to waive any other remedy.
- 1.2 The City may withhold any amount that may be due Contractor as the City deems necessary to protect the City against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the City in procuring from third parties replacement products and services necessary to complete the project.
- 1.3 City may deny payment for products not received and services not performed, or that due to Contractor's actions/inactions cannot be delivered/performed, or if they were delivered/performed and are reasonably of no value to the City, provided that any denial of payment shall be equal to the value of the City's obligations for products/services not delivered/performed.

2. TERMINATION FOR CAUSE AND CONVENIENCE

Applicable to all contracts/agreements in excess of \$10,000; 2 CFR, Part 200, Appendix II(B)

- 2.1 Termination for Cause. Contractor's failure to perform or observe any covenant, condition, provision, or term of the contract shall constitute Contractor's default. In the event of Contractor's default, the City shall have the right to exercise its legal and equitable remedies as listed in Section 1 above and may immediately terminate the agreement upon written notice to Contractor.
- 2.2 Termination for Convenience. City shall have the option, in its sole discretion, to terminate the contract at any time during the term for convenience and without cause. City shall exercise this option by giving Contractor written notice of termination including date on which termination shall become effective.
- 2.3 Within 30 days after specified termination, Contractor shall submit to City a final invoice for actual property shipped, received, and accepted and/or services (partial or in full) accepted as complete by the City's authorized representative. All invoices shall be pro-rated for exact amount of product received or work submitted. City shall not pay any additional costs for loss of work or contract, administrative or work costs after termination date, costs to subcontractors or subconsultants for loss of work, or any other conditions. The City's payment obligation under this Section shall survive termination of the contract.

3. EQUAL EMPLOYMENT OPPORTUNITY

This section is required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(C)

During the performance of this contract, the Contractor agrees as follows:

- 3.1 The Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, gender identity, or national origin. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, gender identity, or national origin. Such action shall include, but not be limited to the following:

Employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.
- 3.2 The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
- 3.3 The Contractor will not discharge or in any other manner discriminate against any employee or applicant for employment because such employee or applicant has inquired about, discussed, or disclosed the compensation of the employee or applicant or another employee or applicant. This provision shall not apply to instances in which an employee who has access to the compensation information of other employees or applicants as a part of such employee's essential job functions discloses the compensation of such other employees or applicants to individuals who do not otherwise have access to such information, unless such disclosure is in response to a formal complaint or charge, in furtherance of an investigation, proceeding, hearing, or action, including an investigation conducted by the employer, or is consistent with the Contractor's legal duty to furnish information.
- 3.4 The Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided advising the said labor union or workers' representatives of the Contractor's commitments under this section and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 3.5 The Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 3.6 The Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the administering agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.

- 3.7 In the event of the Contractor's noncompliance with the nondiscrimination clauses of this contract or with any of the said rules, regulations, or orders, this contract may be canceled, terminated, or suspended in whole or in part and the Contractor may be declared ineligible for further Government contracts or federally assisted construction contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 3.8 The Contractor will include the portion of the sentence immediately preceding paragraph (3.1) and the provisions of paragraphs (3.1) through (3.8) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The Contractor will take such action with respect to any subcontract or purchase order as the administering agency may direct as a means of enforcing such provisions, including sanctions for noncompliance:

Provided, however, that in the event a Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction by the administering agency, the Contractor may request the United States to enter into such litigation to protect the interests of the United States.

4. DAVIS BACON ACT

Only applicable for construction contracts in excess of \$2,000; include most current Davis Bacon Wages supplement; 2 CFR, Part 200, Appendix II(D)

This contract is not for construction and the Davis Bacon Act section has been removed.

5. COPELAND ANTI-KICKBACK ACT

Only applicable for construction contracts in excess of \$2,000; 29 CFR, Part 3

This contract is not for construction and the Copeland Anti-Kickback Act section has been removed.

6. COMPLIANCE WITH CONTRACT WORK HOURS AND SAFETY STANDARDS ACT

Applicable for projects in excess of \$100,000 that involve employment of mechanics or laborers; 2 CFR, Part 200, Appendix II(E)

This contract is not for work being performed by mechanics or laborers this section has been removed.

7. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT/AGREEMENT

Applicable to contracts for performance of experimental, developmental, or research work; 2 CFR, Part 220, Appendix II(F)

This contract is not for use of experimental, developmental, or research and this section has been removed.

8. CLEAN AIR ACT AND THE FEDERAL WATER POLLUTION CONTROL ACT

Contracts in excess of \$150,000; 2 CFR, Part 200, Appendix II(G)

8.1 Clean Air Act:

- 8.1.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act, as amended, 42 U.S.C. § 7401 et seq.
- 8.1.2 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.
- 8.1.3 The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

8.2 Federal Water Pollution Control Act:

- 8.2.1 The Contractor agrees to comply with all applicable standards, orders or regulations issued pursuant to the Federal Water Pollution Control Act, as amended, 33 U.S.C. § 1251 et seq.

8.2.2 The Contractor agrees to report each violation to the City and understands and agrees that the City will, in turn, report each violation as required to assure notification to the federal, state, or other grant funding agency and the appropriate Environmental Protection Agency Regional Office.

8.2.3 The Contractor agrees to include these requirements in each subcontract meeting or exceeding \$150,000.

9. DEBARMENT AND SUSPENSION

Required for all federal, state, grant, and cooperative agreement programs; 2 CFR, Part 200, Appendix II(H)

- 9.1 This contract is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Contractor is required to verify that none of the Contractor, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- 9.2 The Contractor must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- 9.3 This certification is a material representation of fact relied upon by City. If it is later determined that the Contractor did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- 9.4 The bidder agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C while this offer is valid and throughout the period of any contract that may arise from this offer. The Proposer further agrees to include a provision requiring such compliance in its lower tier covered transactions.

10. BYRD ANTI-LOBBYING AMENDMENT

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

Contractors must sign and submit to the City the certification form attached. Contractors who apply or bid for an award of \$100,000 or more shall file the required certification. Each tier certifies to the tier above that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Each tier shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the recipient.

11. PROCUREMENT OF RECOVERED MATERIALS

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(J)

- 11.1 In the performance of this contract/agreement, the Contractor shall make maximum use of products containing recovered materials that are EPA-designated items in accordance with 40 C.F.R. Part 247, unless the product cannot be acquired:
 - Competitively within a timeframe providing for compliance with the contract performance schedule.
 - Meeting contract performance requirements.
 - At a reasonable price.
- 11.2 Information about this requirement, along with the list of EPA-designate items, is available at EPA's Comprehensive Procurement Guidelines web site, <https://www.epa.gov/smm/comprehensive-procurement-guideline-cpg-program>.
- 11.3 The Contractor also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

12. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT

Required for all federal grant and cooperative agreement programs used to purchase telecommunications and video surveillance services or equipment; 2 CFR, Part 200, Appendix II(K)

This contract does not involve telecommunications and video surveillance services or equipment.

13. DOMESTIC PREFERENCES FOR PROCUREMENT

Required for all federal grant and cooperative agreement programs; 2 CFR, Part 200, Appendix II(L)

To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Contractor and all of its subcontractors will to the greatest extent practicable under the Contract, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders that Contractor may enter into.

14. ACCESS TO RECORDS

This section from Recommended Contract Provision No. 1; Required for all City federally funded projects

- 14.1 The Contractor agrees to provide the federal fund and/or grant provider, the City, the Comptroller General of the United States, and/or any of their authorized representatives access to any books, documents, papers, and records of the Contractor which are directly pertinent to this contract for the purposes of making audits, examinations, excerpts and transcriptions.
- 14.2 The Contractor agrees to permit any of the foregoing parties to reproduce by any means whatsoever or to copy excerpts and transcriptions as reasonably needed.
- 14.3 The Contractor agrees to provide the federal fund and/or grant provider or authorized representatives access to construction or other work sites pertaining to the work being completed under the Project.
- 14.4 In compliance with the Disaster Recovery Act of 2018, the City and the Contractor acknowledge and agree that no language in this contract is intended to prohibit audits or internal reviews by the federal fund and/or grant provider or the Comptroller General of the United States.

15. CHANGES

This section from Recommended Contract Provision No. 2; Required for all City federally funded projects

The cost of changes, modifications, change orders, or constructive changes must be allowable, allocable, within the scope of its grant or cooperative agreement, and reasonable for the completion of the project scope.

Changes can be made by either party to alter the method, price, or schedule of the work without breaching the contract as long as the City and Contractor agree to change in writing and change still meets any funding submittal and expiration dates.

16. DEPARTMENT OF HOMELAND SECURITY SEAL, LOGO, AND FLAGS

This section from Recommended Contract Provision No. 3; Required for all City federally funded projects

The Contractor shall not use the Department of Homeland Security (DHS) seal(s), logos, crests, or reproductions of flags or likenesses of DHS agency officials without specific federal fund and or grant administrator approval.

17. COMPLIANCE WITH FEDERAL LAW, REGULATIONS, AND EXECUTIVE ORDERS

This section from Recommended Contract Provision No. 4; Required for all City federally funded projects

This is an acknowledgement that federal financial assistance will be used to fund all or a portion of the contract. The Contractor will comply with all applicable federal law, regulations, executive orders, federal policies, procedures, and directives.

18. NO OBLIGATION BY FEDERAL GOVERNMENT

This section from Recommended Contract Provision No. 5; Required for all City federally funded projects

The Federal Government is not a party to this contract and is not subject to any obligations or liabilities to the non-federal entity, Contractor, or any other party pertaining to any matter resulting from the contract.

19. FRAUD AND FALSE OR FRAUDULENT OR RELATED ACTS

This section from Recommended Contract Provision No. 6; Required for all City federally funded projects

The Contractor acknowledges that 31 U.S.C. Chapter 38 (Administrative Remedies for False Claims or Statements) applies to the Contractor's actions pertaining to this contract.

(Continue to next page for required form.)

**ATTACHMENT FOR CERTIFICATION REGARDING
BYRD ANTI-LOBBYING (SECTION 10 ABOVE)**

Award of \$100,00 or more; 2 CFR, Part 200, Appendix II(I)

The undersigned Contractor certifies, to the best of his or her knowledge, that:

1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form- LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

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

The Contractor signed below certifies or affirms the truthfulness and accuracy of each statement of its certification and disclosure, if any. In addition, the Contractor understands and agrees that the provisions of 31 U.S.C. Chapter 38, Administrative Remedies for False claims and Statements, apply to this certification and disclosure, if any.

Contractor Company Name: _____

Signature: _____ Date: _____

Printed Name/Title: _____

SCHEDULE 3

Documentation of Cooperative Agreement with TORO (as of August 24, 2022)
<https://www.omniapartners.com/publicsector/suppliers/toro/contract-documentation>
Contract available on file at City of Pueblo Purchasing Department (253 pages)

866-875-3299 | [Contact Us](#) | [Back to omniapartners.com](#)

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CONTRACTS | SOLICITATIONS | ABOUT US | WHO WE SERVE | RESOURCES | CONTACT US

Toro

Grounds Maintenance Equipment, Parts, Accessories,
Supplies, Related Services and Equipment; Grounds
Keeping Products and Services



Overview

Contract Documentation

How to Purchase

Grounds Maintenance Equipment Contract

Grounds & Golf

Sentinel Irrigation

Ventrac

eXmark

BOSS Snow & Ice Control

Underground & Construction Equipment

Professional Contractor

U.S. Communities and National IPA, both wholly-owned subsidiaries of OMNIA Partners, have come together as OMNIA Partners, Public Sector. All public sector participants already registered with National IPA or U.S. Communities continue to have access to all contracts, with certain exceptions, in the portfolio and do not need to re-register to use a legacy National IPA, legacy U.S. Communities, or new OMNIA Partners contract. U.S. Communities and National IPA remain separate legal entities and lead agency contracts completed under each brand are effective and available for use through the contract's approved term. In the event we believe re-registration is necessary for any reason, OMNIA Partners will let you know.

Grounds Maintenance Equipment, Parts, Accessories, Supplies, Related Services, and Equipment

City of Mesa, AZ

Contract Number: 2017025

April 1, 2017 through March 31, 2022
Option to renew for two (2) additional one-year periods through March 31, 2024
RENEWED THROUGH March 31, 2023

Executive Summary

- [Executive Summary](#)
- [Pricing](#)

Master Agreement Documents

- [Official Signed Contract](#)

22a-040 L.L. Johnson Purchase Agreement

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Your Toro Distributor

To learn more about Turf Maintenance Equipment or Irrigation Solutions from The Toro Company, please contact:



L L. Johnson Distributing Company
4700 Holly Street
Denver, CO 80216 [View Map](#)
<http://www.lljohnson.com>
303-320-1270

coloradomapo.net/insidepages/contracts/view.cfm?contractid=25D79539-AB26-9685-28C7-CD62C467C71C

Office 365 Internal Purchasing RMEPS SAM SOS DocuSign Pandora The Epoch Times Zoom MyLifeExpert Purchasing-Hub Verizon



The Colorado Multiple Assembly of Procurement Officials

HOME ABOUT US MEMBERSHIP CONTACT US

CONTRACT DETAILS

MOWERS (TORO)

Vendor:	LL Johnson Distributing
Expiration Date:	Mar 31, 2023
Renewal Terms:	
Originating Agency:	City of Longmont
Contract Bid #:	
Contact Person:	Pam Roeding, pam.roeding@longmontcolorado.gov
Effective Date:	Dec 1, 2021
Documents:	Toro 2022 Agreement - Revised Toro 2022 Agreement (with signature) - Original
Description:	



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE PUEBLO BULLS HOCKEY CLUB FOR THE USE OF THE 100 BLOCK OF GRAND AVENUE RIGHT-OF-WAY BETWEEN CITY CENTER DRIVE AND W. 2ND STREET

SUMMARY:

Attached is an application for a revocable permit submitted by the Pueblo Bulls Hockey Club.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Bulls Hockey Club is requesting the use of the public right-of-way in the 100 block of Grand Avenue from 2:00 PM to 7:00 PM on October 1, 2022, to host a Pre-Party Gathering event for the Pueblo Bulls home opener against Idaho Falls. The event will include a cookout with food trucks.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Denying this Resolution will prevent the Pueblo Bulls Hockey Club from hosting their event as planned on October 1, 2022.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Pueblo Bulls Revocable Permit (10-1-22)

RESOLUTION NO. 15011

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE PUEBLO BULLS HOCKEY CLUB FOR THE USE OF THE 100 BLOCK OF GRAND AVENUE RIGHT-OF-WAY BETWEEN CITY CENTER DRIVE AND W. 2ND STREET

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to Pueblo Bulls Hockey Club, Inc., a Colorado Corporation, for the use of the Grand Avenue right-of-way between City Center Drive and W. 2nd Street from 2:00 PM to 7:00 PM on October 1, 2022.

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: September 26, 2022

BY: Dennis Flores
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 1755 Telstar Dr. Suite 300 Colorado Springs, CO 80920 719-576-3264 100 N. Grand Ave. Pueblo, CO 81003**
2. Permitted Area: **Closing City Center and N. Grand in front of Ice Arena to Second Street not Blocking Bus Station**
3. Purpose of Revocable Permit: **We will be having a cookout with food trucks etc. 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. We will have tents, tables and bounce house.**
4. Commencement Date: **October 1, 2022** Time: **2 pm**
5. Ending Date: **October 1, 2022** Time: **7 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 _____ day of _____, 20_____.

PERMITTEE:

Organization or
Individual: _____

By: _____

Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

The foregoing instrument was acknowledged before me the _____ day of _____, 20_____ by _____ as _____.

My commission expires: _____.

Notary Public

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

By _____

Nicholas A. Gradisar, Mayor



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE GRAVEL LOCOS, LLC FOR THE USE OF MAIN STREET FROM C STREET TO D STREET, AND THE PORTIONS OF THE CITY-OWNED LOT ON THE NORTH CORNERS OF MAIN AND D STREET AND ONEIDA AND D STREET AND THEIR RIGHTS OF WAY TO HOST THEIR GRAVEL LOCOS PUEBLO BICYCLE RACE

SUMMARY:

Attached is an application for a revocable permit submitted by Gravel Locos, LLC.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Gravel Locos, LLC requests to use Main Street from C Street to D Street, and the City owned lot on the north corners of Main and D Street and Oneida and D Street and their rights of way on October 1, 2022, from 6:00 am until October 2, 2022 6:00 pm to host their Gravel Locos Pueblo Bicycle Race.

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:

1. Revocable Permit

RESOLUTION NO. 15013

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO THE GRAVEL LOCOS, LLC FOR THE USE OF MAIN STREET FROM C STREET TO D STREET, AND THE PORTIONS OF THE CITY-OWNED LOT ON THE NORTH CORNERS OF MAIN AND D STREET AND ONEIDA AND D STREET AND THEIR RIGHTS OF WAY TO HOST THEIR GRAVEL LOCOS PUEBLO BICYCLE RACE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to Gravel Locos, LLC for the use of the Main Street between C Street and D Street and the City owned parking lot at the corner of Main Street and D Street and Oneida and D Street and their rights of way from October 1, 2022 at 6:00 am, until October 2 6:00 pm to host their Gravel Locos Pueblo Bicycle Race

SECTION 2.

The use of the public right of ways 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 directed and 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: September 26, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

09/14/2022

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 Sun Valley Insurance P.O. Box 5808 Ketchum ID 83340		CONTACT NAME: Mark Lovlien PHONE (A/C, No, Ext): (208) 725-0977 E-MAIL ADDRESS: mail@svins.net FAX (A/C, No): (208) 725-0978	
INSURED Gravel Locos 8015 S Cooper St Arlington TX 76001		INSURER(S) AFFORDING COVERAGE INSURER A : United States Liability Insurance Company INSURER B : INSURER C : INSURER D : INSURER E : INSURER F :	

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 SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	COMMERCIAL GENERAL LIABILITY ☐ CLAIMS-MADE ☒ OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: ☒ POLICY ☐ PRO-JECT ☐ LOC OTHER:	Y	Y	SE 1056135	09/14/2022	09/14/2023	EACH OCCURRENCE \$ 1000000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ MED EXP (Any one person) \$ 1000 PERSONAL & ADV INJURY \$ 1000000 GENERAL AGGREGATE \$ 2000000 PRODUCTS - COMP/OP AGG \$ 2000000
	AUTOMOBILE LIABILITY ☐ ANY AUTO ☐ OWNED AUTOS ONLY ☐ SCHEDULED AUTOS ☐ HIRED AUTOS ONLY ☐ NON-OWNED AUTOS ONLY						COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$
	UMBRELLA LIAB ☐ OCCUR EXCESS LIAB ☐ CLAIMS-MADE DED RETENTION \$						EACH OCCURRENCE \$ AGGREGATE \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) ☐ Y/N If yes, describe under DESCRIPTION OF OPERATIONS below		N/A				PER STATUTE OTH-ER E.L. EACH ACCIDENT \$ 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**CANCELLATION**

City of Pueblo 1 City Hall Place Pueblo CO 81003	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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Gravel Locos LLC
Fabian Serralta
8015 South Cooper Street
Arlington, TX 76001
gravellocos@gmail.com

Monday, September 12th, 2022

Nick Gradisar
Mayor
City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Dear Sir:

I am writing this letter of intent to ask you to support our revocable permit application for our event *Gravel Locos Pueblo*, a gravel bicycle race, open to all, happening on October 1st, 2022. Through *Gravel Locos Pueblo*, we are raising funds for the Red Creek Volunteer Fire Department, as well as showcasing Pueblo, its downtown area, activities and businesses, and historical features.

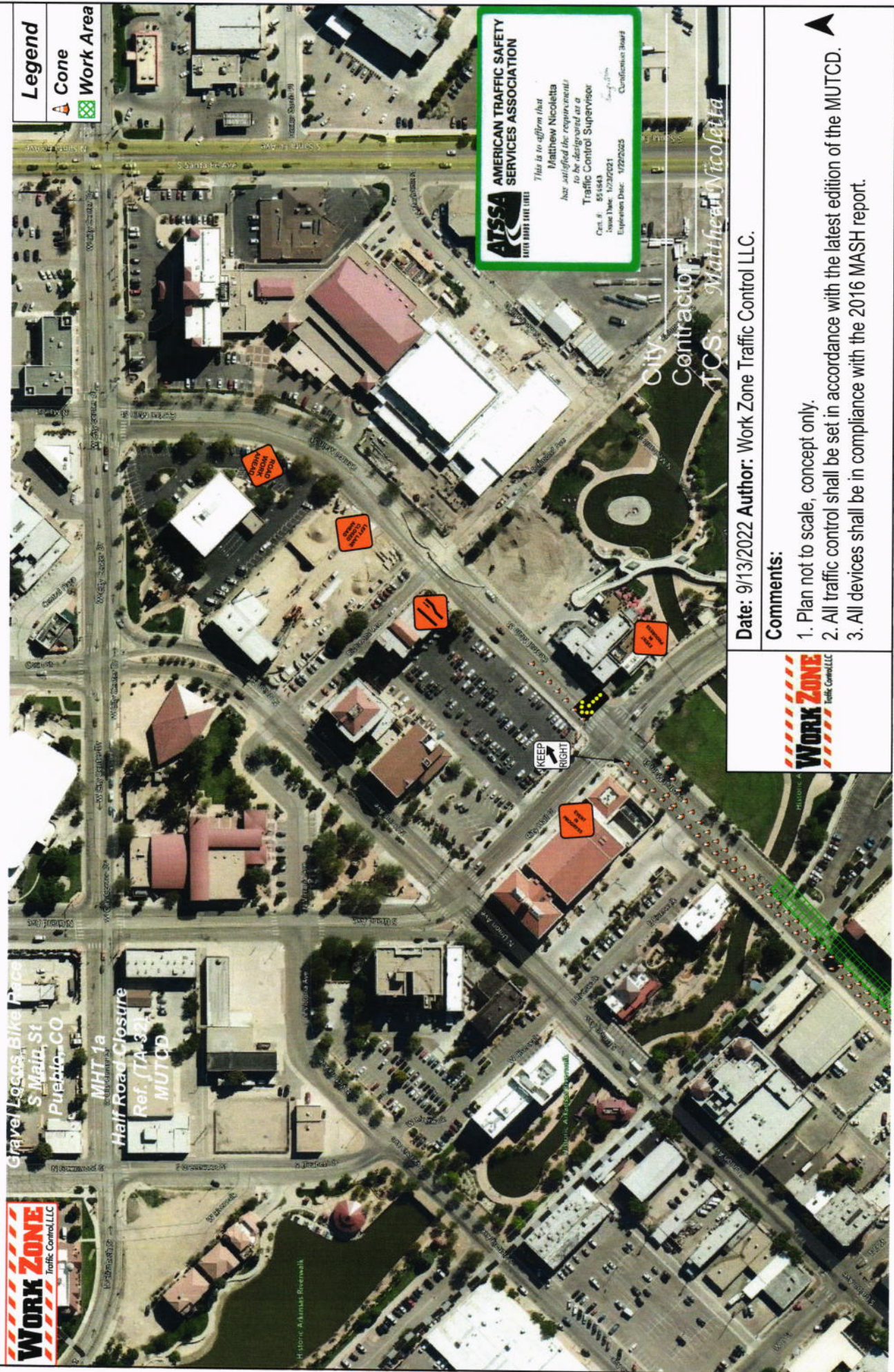
We have the support of the Chamber of Commerce, and of Professional Bull Riders, who are both partners of the event. Walter's Brewery will host the post-ride festivities.

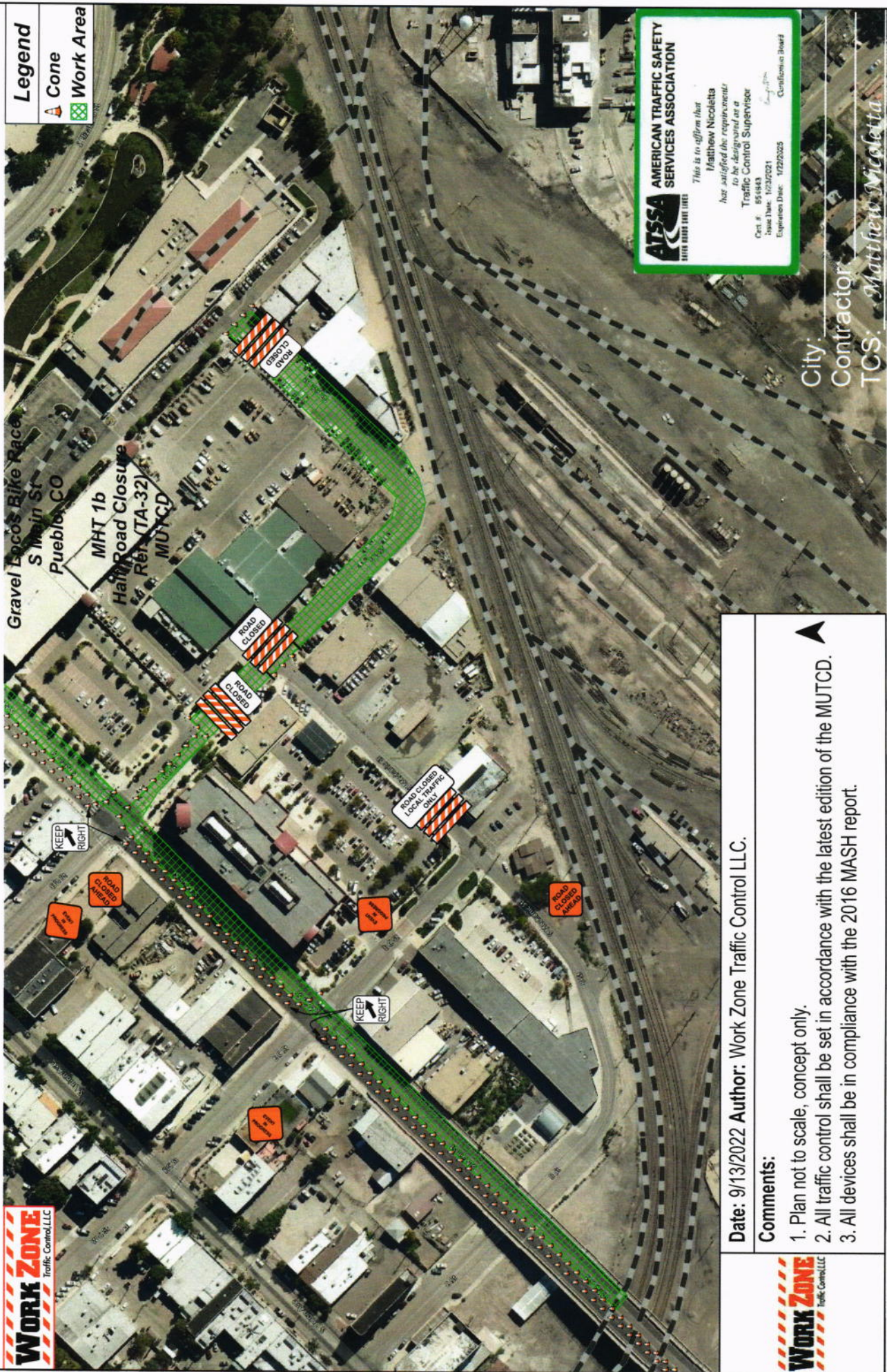
I thank you for your consideration and look forward to hearing back from you.

Sincerely,

Fabian Serralta,
Founder and Promoter.

Fabian Serralta









**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alyssa Parga, Secretary to the Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR
OF LAURA LEYBA TO THE ADA ADVISORY COMMITTEE

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the ADA Advisory Committee selecting individuals to serve terms which expire during a calendar year. Amended City Charter Section 4-4 (i) requires that such appointments be made by the Mayor and are subject to confirmation by City Council.

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:

1. ADA Application - Leyba

RESOLUTION NO. 15012

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF LAURA LEYBA TO THE ADA ADVISORY
COMMITTEE

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Laura Leyba 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.

Laura Leyba is hereby appointed to the ADA Advisory Committee to serve a four-year term expiring August 30, 2026.

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.

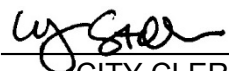
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: September 26, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Tuesday, August 30, 2022 3:58:37 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	8/30/2022
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BOARD OR COMMISSION	ADA Advisory Committee
------------------------	------------------------

Contact Information

FIRST NAME	Laura
------------	-------

LAST NAME	Leyba
-----------	-------

HOME ADDRESS	2604 Vinewood Lane
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CITY	Pueblo
------	--------

STATE	Co
-------	----

ZIP	81005-3361
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OFFICE ADDRESS	<i>Field not completed.</i>
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CITY	<i>Field not completed.</i>
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STATE	<i>Field not completed.</i>
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ZIP	<i>Field not completed.</i>
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DAYTIME PHONE	(520)610-8084
---------------	---------------

E-MAIL ADDRESS	arbolista1@gmail.com
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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)

Retired corrections officer

Questionnaire

Please complete the following general information.

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

I recently advocated for people confined to a wheelchair who had trouble accessing a grocery store, and was successful in getting them access with help from my city council representative. However, I've been helping vulnerable people throughout my life.

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

I have the passion, the drive, and time to advocate for some of our most vulnerable citizens in a volunteer role.

3. What Goals would
you like to see this
Board or Commission
accomplish?

Maintain contact and dialogue with all parties to ensure ongoing ADA compliance.

4. List any other items
that might be useful in
consideration for your
appointment to this
Board or Commission.

References as follows:

Craig Goode - Lake Pueblo State Park Maintenance (719)561-9479

Jeanette Lara - CPW Volunteer Coordinator, Southeast Region. (719)649-7348

Barb Alphin - City of Pueblo Parks & Recreation Volunteer Coordinator (719)248-4560

(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: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dan Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SOUTHEASTERN COLORADO HERITAGE CENTER, INC., D/B/A THE PUEBLO HERITAGE MUSEUM, 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

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Grant Agreement with the Southeastern Colorado Heritage Center, Inc. d/b/a Pueblo Heritage Museum, a Colorado nonprofit corporation (hereinafter referred to as the "Heritage Museum") to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$10,000 will be paid out of Project No. CI2113, the American Rescue Plan Act.

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 the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

The Pueblo Heritage Museum was closed in the 2020 fiscal year in compliance with local and state public health mandates. The museum made the decision to keep the

staff that was employed at the time on the payroll. Although the museum's doors remained closed during these times, the costs for businesses overhead continued to accumulate, including insurance costs, utilities, staff salaries, taxes, and other general operating expenses. In general, the museum had a total expense broken into two main categories: salaries and other compensation which totaled \$40,669 and other expenses which totaled \$45,151. As a result of the pandemic, the museum's admissions fell from 1,842 visitors in 2019 to 587 visitors in 2020. The Heritage Museum reopened in June, 2021 after a revamp of staff and exhibit space.

The Heritage Museum is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C). In addition, the Museum is a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

FINANCIAL IMPLICATIONS:

The Heritage Museum will receive \$10,000 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the Heritage Museum.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Heritage Museum - Proposed Grant Agreement - ARPA Funds

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SOUTHEASTERN COLORADO HERITAGE CENTER, INC., D/B/A THE PUEBLO HERITAGE MUSEUM, 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

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

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

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

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

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

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

SECTION 1.

The Grant Agreement ("Agreement") dated October 11, 2022, between and the City of Pueblo, a Colorado Municipal Corporation and the Southeastern Colorado Heritage Center, Inc. d/b/a Pueblo Heritage Museum, a Colorado Nonprofit Corporation (hereinafter referred to as the "Heritage Museum"), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

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

SECTION 3.

Funds in the amount of \$10,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, to the Heritage Museum for purposes of mitigating the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19

pandemic as described in the attached Agreement.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

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

President of City Council

ATTEST

City Clerk

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into this 11th day of October, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Southeastern Colorado Heritage Center, Inc. d/b/a Pueblo Heritage Museum, a Colorado nonprofit corporation, hereinafter referred to as the "Grantee" or "Museum." City and Grantee/Museum are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

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

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

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

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. 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); and

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

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

WHEREAS, Grantee has requested that the City use CLRF funds to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Grantee for the aforesaid purpose.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) Pueblo Heritage Museum was closed in the 2020 fiscal year in compliance with local and state public health mandates. The museum made the decision to keep the staff that was employed at the time on the payroll.

(b) Although the museum's doors remained closed during these times, the costs for businesses overhead continued to accumulate, including insurance costs, utilities, staff salaries, taxes, and other general operating expenses. In general, the museum had a total expense broken into two main categories: salaries and other compensation which totaled \$40,669 and other expenses which totaled \$45,151.

(c) As a result of the pandemic, the museum's admissions fell from 1,842 visitors in 2019 to 587 visitors in 2020.

(d) Grantee reopened in June, 2021 after a revamp of staff and exhibit space.

(e) Grantee is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C).

(f) Grantee is a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

2. RESPONSIBILITIES OF GRANTEE

Prior to receiving ARPA funds under this Agreement, Grantee is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. City Sales Tax License;
3. State Sales Tax License;
4. Certificate of Good Standing from the Office of the Secretary of State.

3. PAYMENTS TO GRANTEE

(a) The aggregate of all payments made hereunder shall not exceed Ten Thousand Dollars (U.S. \$10,000). Payment will be made within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Grantee.

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

4. TERM OF PROJECT AND AGREEMENT

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

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

5. TERMINATION OF AGREEMENT

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

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

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Grantee shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City.

6. ASSIGNABILITY

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

7. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement constitute the entire and complete agreement of the Parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Grantee and City.

8. GOVERNMENTAL IMMUNITY.

The City does not waive or intend to waive, by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the

Colorado Governmental Immunity Act § 24-10-101 to 120, C.R.S., or otherwise available under applicable law.

9. NO THIRD-PARTY BENEFICIARIES.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

10. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY.

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

11. SEVERABILITY.

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

12. RULES OF CONSTRUCTION.

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

13. WAIVER.

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

14. NO MONETARY DAMAGES AGAINST CITY.

In consideration of City entering into the Agreement, Grantee waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

15. COUNTERPARTS.

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

16. SIGNATURES.

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

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

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

Grantee:

SOUTHEASTERN COLORADO
HERITAGE CENTER, INC. D/B/A
PUEBLO HERITAGE CENTER
a Colorado nonprofit corporation

ATTEST:

By _____
Signature

By _____
Signature

Name _____

Name _____

Title _____

Title _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dan Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE HISTORIC SOCIETY OF COLORADO D/B/A THE EL PUEBLO HISTORY MUSEUM, 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 FIVE THOUSAND DOLLARS (\$5,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Grant Agreement with the State Historic Society of Colorado d/b/a El Pueblo History Museum, a Colorado Nonprofit Corporation (hereinafter referred to as the "El Pueblo Museum") to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$5,000 will be paid out of Project No. CI2113, the American Rescue Plan Act

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 the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

The El Pueblo History Museum was closed from March 13, 2020 through June, 2020 in compliance with local and state public health mandates. During this time, the Museum

had 13 employees on the payroll, 8 full time and 5 part-time. Due to a lack of revenue, the Museum was required to lay off one part-time employee, but the remaining staff were able to work remotely and in the office with special permission on select days and hours in order to attend to continuing education, financial and facilities issues. Although the Museum's doors remained closed during these times, the costs for overhead continued to accumulate, including in person maintenance of the building, landscaping, utilities, communication costs, and increased cleaning and disinfecting supplies. As a result of the pandemic, the Museum's admissions fell from 13,016 in 2019, to 2,239 in 2020.

In addition to the complete halt of the History Museum's rentals program, tours, and Hands-On History Friday classes, the Museum lost additional revenue by being forced to close its gift shop. In addition, the Museum was required to refund tuition from its education programming and deposits and payments made towards its rentals program. In addition to the vastly reduced revenue throughout most of the year, the Museum had to cancel its biggest in person fundraiser of the year and delay or cancel the opening of many new exhibits and annual programs throughout the pandemic. The History Museum's major education fundraiser of the year was revamped from an in person Bruja Brew Fest to creating a ticket book which allowed individual visits to participating breweries at their locations. The Museum went from raising over \$10,000 in previous years to less than \$1,000 in the fall of 2020.

The El Pueblo Museum is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C). In addition, the Museum is a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

FINANCIAL IMPLICATIONS:

The El Pueblo History Museum will receive \$5,000 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the El Pueblo History Museum.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. El Pueblo Museum - Proposed Grant Agreement - ARPA Funds

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE STATE HISTORIC SOCIETY OF COLORADO D/B/A THE EL PUEBLO HISTORY MUSEUM, 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 FIVE THOUSAND DOLLARS (\$5,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

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

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

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

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

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

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

SECTION 1.

The Grant Agreement ("Agreement") dated October 11, 2022, between and the City of Pueblo, a Colorado municipal corporation and the State Historic Society of Colorado d/b/a El Pueblo History Museum a Colorado nonprofit corporation (hereinafter referred to as the "El Pueblo Museum") a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$5,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, to the El Pueblo Museum for purposes of mitigating the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic as described in the attached Agreement.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

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

President of City Council

ATTEST

City Clerk

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into this 11th day of October, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the State Historic Society of Colorado d/b/a El Pueblo History Museum, a Colorado nonprofit corporation, hereinafter referred to as the "Grantee" or "Museum." City and Grantee/Museum are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

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

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

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

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. 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); and

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

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

WHEREAS, Grantee has requested that the City use CLRF funds to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Grantee for the aforesaid purpose.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) The El Pueblo History Museum was closed from March 13, 2020 through June 2020 in compliance with local and state public health mandates. During this time, the Museum had 13 employees on the payroll, 8 full time and 5 part-time. Due to a lack of revenue, the Museum

was required to lay off one part-time employee, but the remaining staff were able to work remotely and in the office with special permission on select days and hours in order to attend to continuing education, financial and facilities issues.

(b) Although the Museum's doors remained closed during these times, the costs for overhead continued to accumulate, including in person maintenance of the building, landscaping, utilities, communication costs, and increased cleaning and disinfecting supplies.

(c) As a result of the pandemic, the Museum's admissions fell from 13,016 in 2019, to 2,239 in 2020.

(d) In addition to the complete halt of the History Museum's rentals program, tours, and Hands-On History Friday classes, the Museum lost additional revenue by being forced to close its gift shop. In addition, the Museum was required to refund tuition from its education programming and deposits and payments made towards its rentals program. In addition to the vastly reduced revenue throughout most of the year, the Museum had to cancel its biggest in person fundraiser of the year and delay or cancel the opening of many new exhibits and annual programs throughout the pandemic.

(e) The History Museum's major education fundraiser of the year was revamped from an in person Bruja Brew Fest to creating a ticket book which allowed individual visits to participating breweries at their locations. The Museum went from raising over \$10,000 in previous years to less than \$1,000 in the fall of 2020.

(f) The El Pueblo History Museum is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C).

(g) The History Museum is a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

2. RESPONSIBILITIES OF GRANTEE

Prior to receiving ARPA funds under this Agreement, Grantee is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. City Sales Tax License;
3. State Sales Tax License;
4. Certificate of Good Standing from the Office of the Secretary of State.

3. PAYMENTS TO GRANTEE

(a) The aggregate of all payments made hereunder shall not exceed Five Thousand Dollars (U.S. \$5,000). Payment will be made within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Grantee.

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

4. TERM OF PROJECT AND AGREEMENT

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

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

5. TERMINATION OF AGREEMENT

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

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

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Grantee shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City.

6. ASSIGNABILITY

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

7. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement constitute the entire and complete agreement of the Parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Grantee and City.

8. GOVERNMENTAL IMMUNITY.

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

9. NO THIRD-PARTY BENEFICIARIES.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

10. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY.

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

11. SEVERABILITY.

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

12. RULES OF CONSTRUCTION.

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

13. WAIVER.

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

14. NO MONETARY DAMAGES AGAINST CITY.

In consideration of City entering into the Agreement, Grantee waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

15. COUNTERPARTS.

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

16. SIGNATURES.

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

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

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

Grantee:

STATE HISTORIC SOCIETY OF
COLORADO D/B/A EL PUEBLO HISTORY
MUSEUM
a Colorado nonprofit corporation

ATTEST:

By _____
Signature

By _____
Signature

Name _____

Name _____

Title _____

Title _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dan Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO ARCHAEOLOGICAL SOCIETY, INC. D/B/A THE PUEBLO ARCHEOLOGICAL AND HISTORICAL SOCIETY, 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 FIVE THOUSAND DOLLARS (\$5,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Grant Agreement with the Colorado Archaeological Society, Inc., d/b/a the Pueblo Archaeological and Historical Society, a Colorado Nonprofit Corporation (hereinafter referred to as the "PAHS Museum") to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$5,000 will be paid out of Project No. CI-2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

The Pueblo Archaeological and Historical Society ("PAHS") is a founding member of what is today known as the Pueblo Heritage Museum. As such, PAHS hosts a museum

exhibit, located at 201 W. B Street near the Union Avenue Historic District, which is regularly updated. PAHS is an all-volunteer organization vested in fostering a strong arts and culture sector able to not only attract businesses that are considering locating to Pueblo, but also helping to grow and contribute to a vibrant tourism and hospitality economic sector.

In accordance with local and state public health mandates, the museum cycled through times of closure and reopening in the 2020-2021 timeframe. PAHS's operation costs remained constant during the pandemic and yet as a result of COVID, admissions and room rentals fell along with associated revenue.

While PAHS membership remained relatively steady and as did that segment of its revenue, PAHS did experience a significant reduction in physical attendance at its monthly presentations as follows:

Year	Attendance
2019	747
2020	224
2021	45

The COVID-related decline in attendance also resulted in a loss of revenue from t-shirt and hat sales, as well as new memberships and donations.

The PAHS Museum is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C). In addition, the Museum is a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

FINANCIAL IMPLICATIONS:

The PAHS Museum will receive \$5,000 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the PAHS Museum.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. PAHS Museum (Archeological) - Proposed Grant Agreement - ARPA Funds

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE COLORADO ARCHAEOLOGICAL SOCIETY, INC. D/B/A THE PUEBLO ARCHEOLOGICAL AND HISTORICAL SOCIETY, 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 FIVE THOUSAND DOLLARS (\$5,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

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

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

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

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

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

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

SECTION 1.

The Grant Agreement ("Agreement") dated October 11, 2022, between and the City of Pueblo, a Colorado municipal corporation and the Colorado Archaeological Society, Inc., d/b/a the Pueblo Archaeological and Historical Society, a Colorado nonprofit corporation (hereinafter referred to as the "PAHS Museum") a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$5,000 are hereby authorized to be paid from Project No.

CI2113 – American Rescue Plan Act, to the PAHS Museum for purposes of mitigating the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic as described in the attached Agreement.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

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

President of City Council

ATTEST

City Clerk

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into this 11th day of October, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Colorado Archaeological Society, Inc., d/b/a the Pueblo Archaeological and Historical Society, a Colorado nonprofit corporation, hereinafter referred to as the "Grantee" or "PAHS." City and Grantee/PAHS are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

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

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

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

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. 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); and

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

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

WHEREAS, Grantee has requested that the City use CLRF funds to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Grantee for the aforesaid purpose.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) The Pueblo Archaeological and Historical Society ("PAHS") is a founding member of what is today known as the Pueblo Heritage Museum. As such, PAHS hosts a museum exhibit, located at 201 W. B Street near the Union Avenue Historic District, which is regularly updated. PAHS is an all-volunteer organization vested in fostering a strong arts and culture sector able to

not only attract businesses that are considering locating to Pueblo, but also helping to grow and contribute to a vibrant tourism and hospitality economic sector.

(b) In accordance with local and state public health mandates, the museum cycled through times of closure and reopening in the 2020-2021 timeframe. PAHS's operation costs remained constant during the pandemic and yet as a result of COVID, admissions and room rentals fell along with associated revenue.

(c) While PAHS membership remained relatively steady and as did that segment of its revenue, PAHS did experience a significant reduction in physical attendance at its monthly presentations as follows:

Year	Attendance
2019	747
2020	224
2021	45

The COVID-related decline in attendance also resulted in a loss of revenue from t-shirt and hat sales, as well as new memberships and donations.

(d) PAHS is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C).

(e) PAHS a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

2. RESPONSIBILITIES OF GRANTEE

Prior to receiving ARPA funds under this Agreement, Grantee is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. City Sales Tax License;
3. State Sales Tax License;
4. Certificate of Good Standing from the Office of the Secretary of State.

3. PAYMENTS TO GRANTEE

(a) The aggregate of all payments made hereunder shall not exceed Five Thousand Dollars (U.S. \$5,000). Payment will be made within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Grantee.

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

4. TERM OF PROJECT AND AGREEMENT

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

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

5. TERMINATION OF AGREEMENT

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

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

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Grantee shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City.

6. ASSIGNABILITY

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

7. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement constitute the entire and complete agreement of the Parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Grantee and City.

8. GOVERNMENTAL IMMUNITY.

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

9. NO THIRD-PARTY BENEFICIARIES.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of

action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

10. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY.

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

11. SEVERABILITY.

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

12. RULES OF CONSTRUCTION.

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

13. WAIVER.

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

14. NO MONETARY DAMAGES AGAINST CITY.

In consideration of City entering into the Agreement, Grantee waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

15. COUNTERPARTS.

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

16. SIGNATURES.

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

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

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

Grantee:

COLORADO ARCHAEOLOGICAL SOCIETY, INC.
D/B/A PUEBLO ARCHAEOLOGICAL AND HISTORICAL SOCIETY
a Colorado nonprofit corporation

ATTEST:

By _____
Signature

By _____
Signature

Name _____

Name _____

Title _____

Title _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A SUBGRANT IN THE AMOUNT OF \$44,000 FROM ONE COLORADO EDUCATION FUND FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2213, AND BUDGETING AND APPROPRIATING \$44,000 TO PROJECT NO. CI2213

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of \$44,000.00 from One Colorado Education Fund to provide funds to continue food systems work by the Pueblo Food Project through One Colorado's subgrantee program. This Ordinance creates Project No. CI2213, budgets and appropriates the grant funds to Project No. CI2213, and authorizes the Mayor to sign the Grant Agreement.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The Pueblo Food Project ("PFP") has been working in partnership with One Colorado Education Fund as it worked to improve food access, health, and nutrition for LGBTQ+ individuals in the community. One Colorado is a long standing LGBTQ+ organization in Colorado and has been charged with assisting food initiatives in Pueblo County. Over the course of the last six (6) months PFP and One Colorado have been working together to solve issues in Pueblo's food system. Over the last few weeks One Colorado approached PFP with a subgrantee offer to continue PFP's regular work in food systems and to work with One Colorado to increase outreach to the LGBTQ+ community.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. The City of Pueblo will receive \$44,000.00 for the Pueblo Food Project on an invoice and reimbursement basis. The total grant budget for Project No. CI2213 will become \$44,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 09-26-22 One Colorado Grant PFP CI2213 Grant

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A SUBGRANT IN THE AMOUNT OF \$44,000 FROM ONE COLORADO EDUCATION FUND FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2213, AND BUDGETING AND APPROPRIATING \$44,000 TO PROJECT NO. CI2213

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

SECTION 1.

The Memorandum of Understanding dated July 31, 2022 ("Agreement") between the City of Pueblo, a Municipal Corporation, by and through the Pueblo Food Project, and One Colorado Education Fund, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

Project No. CI2213 is hereby created.

SECTION 4.

Funds in the amount of \$44,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2213.

SECTION 5.

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

SECTION 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

MEMORANDUM OF UNDERSTANDING

PARTIES

This Memorandum of Understanding (hereinafter referred to as the “**Agreement**”) is entered into on July 31, 2022 (the “**Effective Date**”) and will end on June 30, 2023, by and between One Colorado Education Fund, with an address of 303 East 17th Avenue, Suite 400, Denver, CO 80203 and the City of Pueblo, by and through the Pueblo Food Project, with an address of 1 City Hall Place, Pueblo, Colorado 81003 (collectively referred to as the “**Parties**”).

PURPOSE

This Agreement is entered into for the following reasons:

1. To formalize a collaboration between One Colorado Education Fund and Pueblo Food Project to focus on reducing food insecurity in Pueblo County and around Colorado.
2. To establish an agreement in accordance with the Colorado Department of Public Health and Environment’s (CDPHE) Health Disparities and Community Grant Program (HDCGP).
3. To set guidelines, expectations, and timelines around grant deliverables, invoicing, and reporting.

RESPONSIBILITIES OF ONE COLORADO EDUCATION FUND

1. To be the lead organization on the Health Disparities and Community Grant Program through the Colorado Department of Public Health and Environment.
2. To be accountable to CDPHE and to Pueblo Food Project on deliverables outlined in our Statement of Work and agreed to in our contract with CDPHE.
3. To include Pueblo Food Project in planning and implementation of grant deliverables.
4. To invoice CDPHE 45 days after the end of the month for reimbursement of approved grant related expenses.
5. To request and receive invoices from Pueblo Food Project within 20 days after the month for reimbursement of approved grant related expenses.
6. To reimburse Pueblo Food Project for approved grant related expenses within 45 days after the end of the month.
7. To collaborate with Pueblo Food Project on the upcoming FY23 (July 2022-June 2023) Statement of Work and planning with CDPHE and the following Statements of Work outlining deliverables through grant period ending December 31, 2024.

RESPONSIBILITIES OF PUEBLO FOOD PROJECT

1. To be accountable to One Colorado Education Fund on deliverables outlined in this agreement.
2. To work with One Colorado Education Fund on planning and implementation of HDCGP related goals.
3. To provide proof of insurance to One Colorado Education Fund, showing the City of Pueblo is a self-insured entity in accordance with Colorado law.
1. To invoice One Colorado Education Fund for approved grant related expenses within 30 days of the month end. Total FY23 amount: \$44,000. Approved expense areas include:
 - a. Staff time
 - b. Data collection
 - c. Collaboration for SNAP PEAS and other partners
 - d. Healthy School Meals for All (Educational Purposes Only, No Lobbying)
 - e. Travel
 - f. Marketing/Social Media
4. To collaborate with One Colorado Education Fund on the upcoming FY23 (July 2022-June 2023) Statement of Work and planning with CDPHE and the following Statements of Work outlining deliverables through grant period ending December 31, 2024.
5. To collaborate with One Colorado Education Fund on HDCGP grant deliverables and goals:
 - a. Community advisory group
 - b. Food insecurity coalition
 - c. LGBTQ competency training, part one, implementation
 - d. LGBTQ competency training, part two, development
 - e. Identify individuals and organizations to participate in trainings
 - f. Data collection and sharing
 - g. Identifying existing and future policy goals

GOVERNING LAW AND VENUE

This Agreement shall be governed by and construed in accordance with the laws of the state of Colorado. Venue for any action arising under this Agreement or for the enforcement of this Agreement shall be in a state court with jurisdiction located in Pueblo County, Colorado.

AMENDMENTS

The Parties agree that any amendments made to this Agreement must be in writing and they must be signed by both Parties to this Agreement.

As such, any amendments made by the Parties will be applied to this Agreement.

ASSIGNMENT

The Parties hereby agree not to assign any of the responsibilities in this Agreement to a third party unless consented to by both Parties in writing.

ENTIRE AGREEMENT

This Agreement contains the entire agreement and understanding among the Parties hereto with respect to the subject matter hereof, and supersedes all prior agreements, understandings, inducements and conditions, express or implied, oral or written, of any nature whatsoever with respect to the subject matter hereof. The express terms hereof control and supersede any course of performance and/or usage of the trade inconsistent with any of the terms hereof.

REPRESENTATION AND WARRANTIES

The Parties agree and disclose that they are authorized fully for entering this Agreement. Both Parties' performances and obligations are not to violate the rights of any third party or else violate other, if any, agreements made between them and/or any other organization, person, business or law/governmental regulation.

LIMITATION OF LIABILITY

Under no circumstances will either party be liable for any indirect, special, consequential, or punitive damages (including lost profits) arising out of or relating to this Agreement or the transactions it contemplates (whether for breach of contract, tort, negligence, or other form of action) in case such is not related to the direct result of one Party's negligence or breach.

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.

SEVERABILITY

In an event where any provision of this Agreement is found to be void and unenforceable by a court of competent jurisdiction, then the remaining provisions will remain to be enforced in accordance with the Parties' intention.

SIGNATURE AND DATE

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.

The Parties hereby agree to the terms and conditions set forth in this Agreement and such is demonstrated throughout by their signatures below:

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

-

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

-

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____

Name: _____

Title: _____

Organization: _____

Signature: _____

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$20,000 FROM THE COLORADO HOUSING AND FINANCE AUTHORITY FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE AWARD LETTER, CREATING PROJECT NO. CI2214, AND BUDGETING AND APPROPRIATING \$20,000 TO PROJECT NO. CI2214

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of \$20,000.00 from the Colorado Housing and Finance Authority to provide funds for hunger relief work by the Pueblo Food Project through the Food Pantry Assistance Grant Program. This Ordinance creates Project No. CI2214, budgets and appropriates the grant funds to Project No. CI2214, and authorizes the Mayor to sign the Award Letter.

PREVIOUS COUNCIL ACTION:

City Council previously approved Ordinance No. 9703 on April 27, 2020, approving the initial Trailhead Grant Award, establishing Project No. CI2009, and budgeting and appropriating the initial grant funds to Project No. CI2009. City Council approved Ordinance No. 9733 on July 14, 2020, approving a second Trailhead Grant Award and budgeting and appropriating the grant funds to Project No. CI2009. City Council also approved Ordinance No. 9833 on December 14, 2020 approving another Trailhead Grant Award and budgeting and appropriating the grant funds to Project No. CI2009. City Council also approved Ordinance No. 9936, on May 24, 2021, approving another Trailhead Grant Award, of \$10,450 and budgeting and appropriating funds to Project No. CI2112. City Council also approved Ordinance No. 10063 on December 13, 2021 Trailhead Grant Award for Food Pantry Assistance establishing Project No. CI2122.

BACKGROUND:

The Pueblo Food Project applied for a grant administered by the Colorado Housing and Finance Authority, to support hunger relief efforts in Pueblo via the Pueblo Food Project community pantry. The grant proposal was accepted and awarded in the amount of \$20,000. These funds are to be used in accordance with the submitted proposal. All

activities are geared towards hunger relief especially those supported by our community pantry.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. Upon passage of the Ordinance, the City of Pueblo will receive the entire \$20,000.00 on behalf of the Pueblo Food Project. The total grant budget for Project No. CI2214 will become \$20,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 09-26-22 PFP CHFA Grant Application 20k
2. 09-26-22 PFP CHFA Award letter 20k

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$20,000 FROM THE COLORADO HOUSING AND FINANCE AUTHORITY FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE AWARD LETTER, CREATING PROJECT NO. CI2214, AND BUDGETING AND APPROPRIATING \$20,000 TO PROJECT NO. CI2214

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

SECTION 1.

The Award Letter for Colorado Housing and Finance Authority assistance purposes dated August 30, 2022 ("Agreement") between the City of Pueblo, a Municipal Corporation, on behalf of the Pueblo Food Project, and the Colorado Housing and Finance Authority, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

Project No. CI2214 is hereby created.

SECTION 4.

Funds in the amount of \$20,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2214.

SECTION 5.

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

SECTION 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

corporate giving direct effect awards application form

Prepared by L. Martinez

Submitted via <https://directeffect.chfainfo.com/> on June 8, 2022

Please fill out the following application and submit with your written entry for the CHFA Corporate Giving Direct Effect Awards. The application must be included with your written submission to be considered for an Award. In addition, please include a copy of the organization's IRS exemption letter demonstrating proof of the organization's tax-exempt status or a state charter, articles of incorporation, or other establishing documents designating the organization as a nonprofit or not-for-profit entity under the laws of Colorado, and the Colorado Secretary of State's Certificate of Good Standing.

Nonprofit Information

Please fill out the following information for your organization:

Organization Name: Pueblo Food Project, a philanthropic arm of City of Pueblo, a municipal corporation

Contact Person: Megan Moore

Address: One City Hall Place, Pueblo, CO 81003

Phone: 719-252-1657

Website: <https://www.pueblofoodproject.org>

Annual Organizational Budget: \$400,000

All Counties your organization serves: Pueblo County

Does your organization offer group or individual volunteer opportunities that CHFA may share with its staff?



Yes



No

Volunteer Contact Information: Megan Moore, mmoore@pueblofoodproject.org

What is your direct effect?

To be eligible, nonprofits must have a mission that aligns with CHFA. Please select the ways your organization aligns with CHFA's mission to strengthen Colorado by investing in affordable housing and community development. Select all that apply:



Affordable Homeownership: Strengthening low- and moderate- income Coloradans ability to achieve or sustain affordable homeownership, financial literacy and education, home maintenance repairs and renovations, housing counseling, or foreclosure prevention.



Affordable Rental Housing: The development or preservation of affordable rental housing, or providing support and wrap-around services for residents, rental assistance, tenant legal aid and fair housing support, or rental housing search services, or eviction prevention, or support for people experiencing homelessness.



Economic Development: Strengthening economic development and small business access to capital, fresh food access in food deserts, entrepreneurship, leadership, business-readiness, job training and skill development, or nonprofit-sector development and support.

Does your organization work in any of the following areas that further CHFA’s vision that everyone in Colorado will have the opportunity for housing stability and economic prosperity? Select all that apply:

- ☐ Education: Increasing access to or achievement in early childhood education, K-12, higher education, or financial education; mentoring and scholarships; or narrowing the education gap particularly among diverse, rural, and economically disadvantaged populations
- ☐ Mobility: Mobility, transit, and alternative modes of transportation, increasing access and affordability, jobs and housing in proximity to transit
- ☒ Health: Increasing health access and affordability, improving health outcomes for underserved populations inclusive of either physical, mental, or behavioral health
- ☐ Energy: Providing energy cost assistance for low income households, weatherization, retrofits, or upgrades for energy efficiency
- ☒ Other: Is there a different way that your organization meets our broad mission of affordable housing and economic development? If so, please describe.

Please note if your work is aligned with the following CHFA priorities, if applicable. Please check all that apply.

- ☐ Supporting rural communities
- ☒ Serving special needs populations such as homeless, veterans, seniors, or the disabled
- ☒ Addressing systemic racial/ethnic inequities and creating opportunities for communities of color
- ☐ Advancing innovation in construction practices, service delivery, community collaboration and partnerships, or other kinds of change-making endeavors that support housing stability and economic prosperity

Written Entry

Please tell us how your nonprofit organization has supported the Colorado community in the past, and how you would use the Award to further your mission by answering the following questions.

Describe, in 150 words or less, how your organization has made the state stronger by helping Coloradans access affordable housing and/or by furthering economic development.

Pueblo Food Project (PFP) supports the local economy by prioritizing products produced and sold locally. In turn, the local food chain is strengthened, and jobs are created. PFP nurtures the growth of a resilient food supply by incubating and supporting food and farm enterprises. PFP extends local vendors’ reach by partnering with vendors outside Pueblo to carry their products. PFP organized the first restaurant association in Pueblo, thereby creating a pathway for food and beverage enterprises to start and scale their businesses. PFP also fosters training and career opportunities and institutional partnerships that build a capable workforce for the local food system. It has an entrepreneur incubator with (currently) 12 entrepreneurs planning to start businesses in Pueblo County, each focused on specific food areas. For sustainability, PFP coalition convenes monthly to coalesce and optimize community resources, and to craft policy and systems change strategies to increase healthy, equitable food access.

What is the dollar amount you are requesting? \$20,000

Describe in 500 words or less, the specific program you are seeking funding for and how Direct Effect dollars will be used. Be sure to describe the anticipated impact (people supported etc.) of the project.

Foremost, Pueblo Food Project (PFP) helps ensure equitable access to affordable, nutritious, food that is culturally relevant, geographically convenient, and sustainably produced for every eater in Pueblo County. It is the largest institutional procurer of local food in the county; PFP sources bulk food products from over 22 local vendors to

distribute to more than twenty hunger relief organizations. Funds will be used to supply the pantry and redistribute products directly to clients and entrepreneurs. Products are generally ones that are in short supply on a donation basis -- mostly proteins. PFP frequently sources whole cows, butchered, at great prices because it qualifies as a bulk purchase. Pending full funding, PFP will purchase \$10K of beef, \$7K of tortillas, and \$3K of jam - the three items in most demand. Approximately 2,000 families will benefit.

What is the total budget for the program or service you are seeking funding for? \$200,000

Describe, in 300 words or less, who else has contributed to and/or is being asked to contribute towards the funding goal, including committed or anticipated dollar amounts. What is your plan to fulfill the total budget needed? If you receive partial funding from CHFA, how will you fill the gap? (Be sure to include cash support and in-kind, include value of in-kind).

The budget fluctuates with resources received. Pueblo Food Projects has low administrative costs (staff, occupancy, office supplies). All other revenue is converted into product for distribution, or to support education and outreach.

Cash supporters of Pueblo Food Project:

Colorado Health Foundation: \$200,000 for FY22 and FY23, unrestricted
Colorado Blueprint to End Hunger/Denver Foundation for Pueblo Fooducates: \$20,000
American Rescue Plans from City of Pueblo: \$20,000 restricted for Community Garden Sustainability program
American Rescue Plans from City of Pueblo: \$8,000 restricted for All Pueblo Grows Seed Project
Gerone-Nicsish Foundation: \$20,000 restricted for the Entrepreneur Development Program
Colorado Blueprint to End Hunger \$100,000 restricted for food pantry assistance
Colorado Department of Law: \$250,000 fir FY22, FY23 and FY 24 restricted for Community Meal Prep, Fooducate Youth Council Support, Community Chicken Coop, and staffing.

In-Kind donors to Pueblo Food Project: none

Describe in 300 words or less how your organization strives to advance equity through your programs, who you serve, staff, board, and volunteers, and/or engagement with community.

To ensure bringing a myriad of voices are heard, the Pueblo Food Project (PFP) Working Group (a community coalition) develops strategic partnerships with organizations who represent groups underrepresented by the Pueblo Food Project, but impacted by Pueblo Food Project work. Building strong relationships across all sectors of the food system is crucial.

The strategies put forth by the food and farm literacy and education working group build in inclusivity. Activities foster multigenerational participation, are inclusive of all skill levels, and available at no or little cost. Activity venues are accessible by public transportation. Resources are available in multiple languages. Learning opportunities are broadcast widely, targeting a variety of audiences. Activity leaders represent all the different facets of the Pueblo Community. The PFP's economic hardship policy which enables people to request compensation for their time when attending meetings by receiving a gift card for gasoline as offset.

It is notable that many of the Working Group volunteers have the "lived experience" of food scarcity/insecurity.

Based on your anticipated impact, describe, in 300 words or less, at least three ways you will measure success for this effort. Examples of success measures could include but are not limited to: total number of households expected to be supported, program launch date, or project completion date. Please note: Award recipients will

be asked to provide a brief written summary report within one year of receiving their award documenting their progress in reaching the success measures defined in this response.

- 1) Amount of product purchased from local vendors. These funds will stay in the community.
- 2) Number of vendors experience increased revenue from purchases and, possibly, extended loyalty from food recipients.
- 3) Number of people/households positively impacted by receiving food.
- 4) Number of people engaged in food education by attending classes and thereby improving their own and family's health.
- 5) Consistency of food distributions measured in frequency and regular scheduling.

Please note: Award recipients will be asked to provide a brief written summary report within one year of receiving their award documenting their progress in reaching the success measures defined in this response.

2023 David W. Herlinger Golf Tournament



I would like our application to be considered as beneficiary candidate for the 2023 David W. Herlinger Golf Tournament. I understand that selection requires nonprofit support in soliciting event sponsors, volunteers, and donation items for the event which will be held in 2023. I understand that if my organization is selected as the golf tournament beneficiary, it will not be eligible for a Direct Effect Award in 2023.

IRS Exemption Letter

Please upload a copy of your organization's IRS exemption letter demonstrating proof of the organization as a nonprofit or not-for-profit entity.

Upload Document (PDF): Certificate of Good Standing

Please upload a copy of the Colorado Secretary of State's Certificate of Good Standing.

Additional Eligibility Criteria

Eligible nonprofit and not-for-profit organizations include public housing authorities, cities, counties, and local municipalities. Organizations awarded a Direct Effect Award in Round One or Round Two 2021 are ineligible for an award in Round One 2022. The Colorado Housing and Finance Authority's contribution is restricted to supporting the general operations and programs of the organization and may not be used to support any activity proscribed by Section 1-45-117 of the Colorado Fair Campaign Practices Act or advocacy in support or opposition to any state, federal, or local legislation and may not be used to prepare a site or application for a future state or Federal Low Income Housing Tax Credit (LIHTC) application, nor may they be used as gap funds for a development previously awarded credit.

Funds may not be used for predevelopment costs.



I have read and understand the additional eligibility criteria

Use of Entrants' and Winner's Entries and Privacy Consent and Release

All entries submitted in connection with the Awards shall become the sole property of CHFA and, as such, may be used by CHFA in its sole discretion for purposes related to CHFA's mission, including art, publicity, marketing, trade, and promotion of CHFA and its various programs without compensation to Award entrants. Submitted entries may be copied and distributed by means of various media, including video presentations, television, radio, news bulletins, mail-outs, billboards or signs, brochures, placement on CHFA websites, other electronic delivery or publications, as well as other social media, such as Facebook and Twitter, and use of submitted entries will be further subject to the user agreements for those media applications. Award entrants waive any and all rights to inspect or approve the finished product, any accompanying text, or any material in which CHFA may eventually use the submitted entries. By submitting an entry for these Awards, entrants relinquish and give CHFA all rights, title,

and interests in and to the submitted entries, including any copyright. This consent and release shall be binding on the entrants' heirs, successors, assigns and legal representatives. Award entrants may only revoke the consent provided in this application in writing and only with respect to the future use of submitted entries by CHFA after the date CHFA receives written notice of entrants' or winner's request of revocation of consent pursuant to this section.

CHFA will use the submitted entries in accordance with this Application and with standards of good judgment; however, CHFA does not warrant or guarantee that any further dissemination by third parties of submitted entries will be subject to CHFA's supervision or control, even after CHFA's receipt of a request of revocation of consent. Additionally, please note that records held by CHFA may be subject to the Colorado Open Records Act (CORA), C.R.S. 24-72-201, et seq. By submitting an entry for these Awards, entrants release CHFA and its directors, members, officers, agents, employees, personnel, successors, and assigns from any and all liability related to the dissemination of the submitted entries, reproduction, distribution, and display of the submitted entries in print or any and all other media, and any alteration, blurring, use in composite form, distortion, or illusionary effect, whether intentional or otherwise, that may be produced in taking, processing, reduction, or production of the finished product, its publication, or distribution.

The Award winner must agree to be interviewed and featured in communication pieces related to CHFA's mission, including art, publicity, marketing, trade, and promotion of CHFA and its various programs without compensation to the Award winner.



I have read and understand the use of entrants' and winner's entries and privacy consent and release



denver

1981 Blake Street
Denver, CO 80202

303.297.chfa (2432)
800.877.chfa (2432)

PO Box 60
Denver, CO 80201

800.659.2656 tdd
www.chfainfo.com

western slope

348 Main Street
Grand Junction, CO 81501

970.241.2341
800.877.8450

August 30, 2022

Megan Moore
Pueblo Food Project
One City Hall Place
Pueblo, CO 81003

Dear Megan Moore,

On behalf of Colorado Housing and Finance Authority, it is my pleasure to inform you that Pueblo Food Project has been chosen to receive a Direct Effect Award in the amount of \$20,000.

CHFA has approved this investment to support the following items as outlined in your Direct Effect Application: *to supply the pantry and redistribute products directly to clients and entrepreneurs.*

As part of your Direct Effect Award, CHFA requests that you please submit a report of 300 words or less to directeffect@chfainfo.com by September 1, 2023 with details describing the progress made toward the goals, objectives, and success metrics defined in your Direct Effect Application. The success metrics that your organization outlined were:

- 1) Amount of product purchased from local vendors. These funds will stay in the community.*
- 2) Number of vendors experience increased revenue from purchases and, possibly, extended loyalty from food recipients.*
- 3) Number of people/households positively impacted by receiving food.*
- 4) Number of people engaged in food education by attending classes and thereby improving their own and family's health.*
- 5) Consistency of food distributions measured in frequency and regular scheduling.*

Should unexpected challenges or questions regarding the use of funds arise during the course of the year, please reach out to directeffect@chfainfo.com to discuss. Submission of the report and progress made towards success metrics, will be used by CHFA to inform future Direct Effect Award opportunities. We welcome building an open and trusted partnership with you and look forward to helping your organization succeed in its future endeavors.

Please acknowledge receipt of this letter by signing and returning to ksoroko@chfainfo.com at your earliest convenience. To process your Direct Effect Award payment, please submit an invoice for the Award amount and a copy of your W-9 to ksoroko@chfainfo.com. CHFA payment will be mailed following receipt of this signed agreement, invoice, and W-9.

Sincerely,

Kristen Soroko
Event and Public Relations Coordinator
CHFA

Acknowledged by

Name:

Title:

Signature:

Date:



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$400,000 FROM THE COLORADO HEALTH FOUNDATION FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT NO. CI2216, AND BUDGETING AND APPROPRIATING \$400,000 TO PROJECT NO. CI2216

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of \$400,000.00 from the Colorado Health Foundation to provide funds to continue work and for the transition of the Pueblo Food Project from a municipal program to a nonprofit corporation. This Ordinance budgets and appropriates the grant funds to Project No. CI2216 and authorizes the Mayor to sign the Grant Agreement.

PREVIOUS COUNCIL ACTION:

City Council previously approved Ordinance No. 9631 on December 23rd, 2019 approving the initial grant from Colorado Health Foundation in the amount of \$85,000 budgeting and appropriating the funds to Project No. CO2008. City Council previously approved Ordinance No. 9793 on October 13, 2020, approving a second Colorado Health Foundation award of \$200,000, establishing Project No. CI2014, and budgeting and appropriating the initial grant funds to Project No. CI2014. City Council approved Ordinance No. 14519 on December 14, 2020, approving a Colorado Health Foundation donation for \$10,000 and budgeting and appropriating the grant funds to Project No. CO1902. City Council also approved Ordinance No. 10100 on January 10, 2020 approving another Colorado Health Foundation grant for \$13,600 and budgeting and appropriating the grant funds to Project No. CI2014.

BACKGROUND:

The Pueblo Food Project was created by the first Colorado Health Foundation award in 2019 to implement equitable food solutions for Pueblo County. Pueblo was one of several counties in Colorado awarded to create food councils. After the initial grant of \$85,000, Pueblo Food Project applied and was awarded \$200,000 to continue work.

This \$400,000 grant becomes the third round of funding awarded from Colorado Health Foundation to the Pueblo Food Project to continue work and to transition to a nonprofit corporation.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. Colorado Health Foundation will deliver the first piece of funding in the amount of \$216,000 after the passage of this ordinance and \$184,000 in 2023 for the second year of the grant term.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 09-26-22 PFP CHF Grant 400K

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$400,000 FROM THE COLORADO HEALTH FOUNDATION FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ESTABLISHING PROJECT NO. CI2216, AND BUDGETING AND APPROPRIATING \$400,000 TO PROJECT NO. CI2216

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

SECTION 1.

The Grant Agreement for Pueblo Food Project purposes dated ("Agreement") between the City of Pueblo, a Municipal Corporation, and the Colorado Health Foundation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

Project No. CI2216 is hereby established.

SECTION 4.

Funds in the amount of \$400,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2216.

SECTION 5.

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

SECTION 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



GENERAL, GRANTS TERMS, CONDITIONS, AND UNDERSTANDINGS

Title of Project:

Pueblo Food Project
Grant ID# 23942

Purpose of Project:

Dedicate resources to build organizational effectiveness, provide general operating support, contract with external learning providers, develop communities of best practice and expand collaborations for sustainability.

Grantee Organization:

City of Pueblo - Pueblo Food Project
1 City Hall Place
Pueblo, CO 81003

Checks to be Made Payable to:

City of Pueblo
1 City Hall Place
Pueblo, CO 81003

Tax Identification Number: 84-6000615

Amount of Grant Awarded:

\$400,000 over a 24-month period

Period for Which Support is Granted:

From November 01, 2022 *Through* October 31, 2024

Contingencies, if any:

Special Provisions, if any:

Key Grantee Activities and Target Milestones:**Year 1**

- Access available capacity building supports as Pueblo Food Project plans for transition out of City of Pueblo into a fiscally sponsored project or 501c3 organization.
- Deepen work with these levers of system change: shifting mental models, building relationships and connections, and changing power dynamics in order to improve food security in Pueblo.
- Continue utilizing a racial equity lens to engage community members most impacted by food insecurity and building their capacity to influence and impact changes in the food system.
- Access technical assistance provided by CHF, participate in any evaluation activities, and utilize grant budget for travel to any CHF grantee convenings.

Year 2

- Access available capacity building supports as Pueblo Food Project plans for transition out of City of Pueblo into a fiscally sponsored project or 501c3 organization.
 - Deepen work with these levers of system change: shifting mental models, building relationships and connections, and changing power dynamics in order to improve food security in Pueblo.
 - Continue utilizing a racial equity lens to engage community members most impacted by food insecurity and building their capacity to influence and impact changes in the food system.
 - Access technical assistance provided by CHF, participate in any evaluation activities, and utilize grant budget for travel to any CHF grantee convenings.
-

Intended Measurable Reach to be Reported on the Anticipated Number Served, if any:

Payment and Requirement Schedule

Requirement Due Date	Requirement	Payment Amount	Approximate Payment Schedule
October 24, 2022	Executed Agreement	\$216,000	October 27, 2022
November 01, 2023	Progress Report	\$184,000	December 07, 2023
November 30, 2024	Final Report		

Payments are contingent upon receipt and approval of the associated requirements.

The Foundation uses an online system to receive reports and other requirements. Please visit www.coloradohealth.org for more information

*Project Contact (please correct the information below if necessary) Megan Moore Coalition Lead City of Pueblo - Pueblo Food Project 1 City Hall Place Pueblo, CO 81003	**Grantee Organization Primary Signatory (please correct the information below if necessary) Nick Gradisar Mayor - City of Pueblo City of Pueblo - Pueblo Food Project 1 City Hall Place Pueblo, CO 81003
--	--

*The project contact is the individual directly responsible for developing the proposed activity, its implementation, and day-to-day direct supervision of the project. The email associated with the project contact will be added to the Foundation’s email distribution list upon grant approval. To opt out of the email distribution list please notify the Foundation by emailing grants@coloradohealth.org.

**The organization primary signatory is the CEO/Executive Director of the grantee organization.

The Colorado Health Foundation is awarding this Grant to the above named organization (“Grantee”) and Grantee agrees to, the following:

1. Tax Exempt Status, Grantee represents that:

- a. To provide current and appropriate documentation if organization is a government supported agency, such as school, museum, library or government agency or department.
- b. To provide The Colorado Health Foundation with immediate written notification of any changes in the organization’s tax-exempt status.

2. Expenditure of Funds

This Agreement (together with any income earned upon investment of Grant funds) is made for the purpose outlined herein and may not be expended for any other purpose without The Colorado Health Foundation’s prior written approval. If the Grant is intended to support a specific project or for a specific period, any portion of the Grant unexpended at the completion of the project or the end of the period specified above on Page 1 (the “Grant Period”) shall be returned immediately to The Colorado Health Foundation. With prior written approval from The Colorado Health Foundation the Grant Period may be extended in order to reach the anticipated outcomes. Requests should be submitted using the form and instructions found at www.ColoradoHealth.org in the “For Grantees” section.

3. Prohibited Use of Funds

Grantee will not permit any Grant funds or income derived from such funds to be used for “political expenditures” as defined in Section 4955 of the Code, including but not limited to participation or intervention in a political campaign for a public office.

This grant is not in any way earmarked to support or carry on any lobbying or voter registration drive. Grantee intends to expend at least the amount of this grant on project non-lobbying and non-voter registration activities in Grantee’s current fiscal year.

Grantee represents that it is knowledgeable about Executive Order 13224 and the USA Patriot Act of 2001 and Grantee will not permit any Grant funds or income derived from such funds to be expended or re-granted so as to benefit any person or organization with ties to terrorists.

4. Anti-Discrimination Expectations

Grantee will not willfully discriminate against a particular class of individuals and will abide by all applicable local, state, and federal anti-discrimination laws in hiring, employment practices and when providing services.

5. No Assignment or Delegation

Grantee may not assign or otherwise transfer its rights or delegate any of its obligations under this Agreement without the prior written approval of The Colorado Health Foundation.

6. Records and Reports

Grantee must keep a record of all receipts and expenditures relating to this Agreement and to provide The Colorado Health Foundation with a written report summarizing the project promptly following the end of the Grant Period. The Colorado Health Foundation may also require interim reports. Grantee reports should describe progress achieving the Grant Purposes (including progress toward measurable results and Key Grantee Activities and Target Milestones outlined above on Page 1) and include a detailed accounting of the uses or expenditure of all Grant funds. Grantee also agrees to provide any other information reasonably requested by The Colorado Health Foundation. If Grantee obtains any audited financial statements covering any part of the period of this Agreement, copies of such statements shall be provided to The Colorado Health Foundation promptly after receipt. Grantee must keep the financial records with respect to the Grant and this Agreement, along with copies of any reports submitted to The Colorado Health Foundation, for at least four years following the year in which all Grant funds are fully expended.

7. Required Notification

Grantee must provide The Colorado Health Foundation with immediate written notification of: (1) its inability to expend the Grant funds for the Grant Purposes; or (2) any expenditure of Grant funds for any purpose other than the Grant Purposes; and, (3) any other breach by Grantee of this Agreement.

8. Reasonable Access for Evaluation and Oversight

The Colorado Health Foundation incorporates evaluation into its charitable grant-making so that it and the Grantee can understand the impact of the Grant and how to improve the impact of the charitable grant-making moving forward, and for the benefit of other Grantees and for the State of Colorado. As a condition to the receipt of this Grant, Grantee agrees to comply with and to participate in any requests from The Colorado Health Foundation to conduct an evaluation of the effectiveness of this grant (the "Evaluation") either individually with the Grantee or with multiple grantees as part of a broader strategy of The Colorado Health Foundation, including but not limited to follow-up reporting and/or additional activities above and beyond those listed in the Payment and Requirements section of this Agreement.

Grantee will permit The Colorado Health Foundation and its representatives, at its request, to have reasonable access during regular business hours to its files, records, accounts, personnel and clients, or other beneficiaries for the purpose of making such financial audits, verifications, or program evaluations as The Colorado Health



Foundation deems necessary or appropriate concerning the Grant and to discuss Grantee's programs, procedures and operations with Grantee's personnel.

9. Research Involving Human Subjects:

If the Grant is to be used in whole or in part for research involving human subjects, Grantee hereby certifies that Grantee, applying the ethical standards and the criteria for approval of grants set forth in its Internal Review Boards and professional oaths, has determined that the human subjects involved in this Grant will not experience risk over and above that involved in the normal process of care and are likely to benefit from the proposed research program.

10. Publicity:

The Colorado Health Foundation encourages Grantee to publicize information concerning the Grant in the Grantee's newsletters, annual reports, press releases, website, social media and other relevant media. If the Grantee has received these funds for "General Operating Support," The Colorado Health Foundation expects to be acknowledged as a sponsor for major events by the inclusion of The Colorado Health Foundation's logo in the event promotional materials and print collateral. For more information and resources regarding the publicity of your grant, please visit www.coloradohealth.org/communicating-about-your-grant.

Without further notice to or consent from Grantee, The Colorado Health Foundation may include information regarding this Agreement and/or Grant, the amount and purpose of the Grant and photographs, logo or trademark, and other published/printed information or materials (provided by Grantee) and its activities, on The Colorado Health Foundation's communications channels, such as blog posts, newsletters, press releases, website and social media.

11. Colorado Charitable Solicitations Act

Grantee represents that it is aware of and in compliance with the Colorado Charitable Solicitations Act governing fundraising in Colorado.

12. Right to Modify or Revoke

The Colorado Health Foundation reserves the right to discontinue, modify or withhold any payments to be made under this Agreement or to require a total or partial refund of any Grant funds if, in The Colorado Health Foundation's sole judgment, such action is necessary or prudent: (1) because the Grantee has not fully complied with the terms and conditions of this Agreement; (2) to protect the purpose and objectives of this Agreement or any other charitable interest of The Colorado Health Foundation; or (3) to comply with the requirements of any law or regulation applicable to Grantee, The Colorado Health Foundation, or this Grant.

13. Termination

The Colorado Health Foundation's obligations under this Agreement shall automatically terminate in the event of the insolvency, receivership, bankruptcy filing, or dissolution of Grantee.

In addition to its right of revocation under Paragraph 12 above, The Colorado Health Foundation may terminate this Agreement at any time by giving Grantee at least 30 days of written notice. Upon termination of this agreement for any reason, all payments by The Colorado Health Foundation to Grantee shall cease at such time as may be determined by The Colorado Health Foundation.

Termination or revocation of this Agreement by The Colorado Health Foundation will not terminate Grantee's obligations under this Agreement with respect to Grant funds expended or otherwise not returned to The Colorado Health Foundation. Grantee's obligations under Paragraphs 6, 8, 10 and 16 shall also survive termination of this Agreement.

14. Special Conditions and Reporting

Grantee will submit reports to The Colorado Health Foundation according to the reporting schedule set forth on page one of this Agreement.

The Colorado Health Foundation requires grantees to share any public opinion research conducted with foundation funds. Public opinion research includes both qualitative and quantitative methods to learn about the thoughts, perceptions, or beliefs of the general public, including but not limited to focus groups, ethnography, online surveys, and telephone polling. Grantees should plan to share the results of this research, including findings and reports, with the foundation. The Colorado Health Foundation will not share the research without permission from the grantee.

15. Amendment

This Agreement may be amended, supplemented or extended only by written communication signed by The Colorado Health Foundation.

16. No Partnership Agency or Third Party Beneficiaries

Nothing contained in this Agreement shall create or be deemed to create a partnership or agency between The Colorado Health Foundation and Grantee and nothing contained in this Agreement shall be deemed to give rise to any rights or benefits to third parties not a party to this Agreement.

17. Intellectual Property

(a) Grantee represents and warrants that it owns or has the right to use all intellectual property that will be employed by Grantee or its agents in the performance of this Agreement, including without limitation, Grantee's obligations under subsection (c) below.

(b) All works and matters created or discovered through the performance of this Agreement, including but not limited to, implementation methodologies, best

practices guides and training curricula (the "Work"), are owned by the Grantee provided, however, that the Work may be used by Grantee only in furtherance of charitable purposes (i.e., activities recognized by the IRS as charitable and not resulting in "unrelated business taxable income" as defined in Section 512 of the Code), unless otherwise agreed in writing by The Colorado Health Foundation.

(c) Grantee hereby grants to The Colorado Health Foundation a nonexclusive, irrevocable, perpetual, worldwide, fully transferable, royalty-free license to (i) the Work, to make, use, sell, license to others, reproduce, create derivative works of, publish, republish, distribute, perform and display the Work in any current or future form and for any purpose in furtherance of charitable purposes, and (ii) any other intellectual property incorporated into or used in connection with the Work to the extent reasonably necessary to enable The Colorado Health Foundation to use and practice the licensed Work. The license herein granted to The Colorado Health Foundation shall vest without any further action on the part of Grantee. Without the prior written consent of The Colorado Health Foundation, Grantee will not enter into any agreement with a third party that would restrict Grantee's ability to perform its obligations under this subsection (c).

18. Release

Nothing contained herein, including the required reporting and review procedures, shall be construed as a warranty, representation, or approval by The Colorado Health Foundation that the services rendered by Grantee are adequately or properly rendered on either an individual or program-wide basis. Grantee shall have sole responsibility for all damages, costs, fines, attorneys' fees, or liabilities of any kind or nature arising from any claims, demands or suits resulting from the Grantee's performance or failure to perform under this Agreement.

19. Controlling Document

The terms and conditions of this Agreement shall be the controlling document between The Colorado Health Foundation and Grantee. All verbal communication, notes, minutes or other documentation of The Colorado Health Foundation shall be deemed merged into this Agreement. In making this Grant, The Colorado Health Foundation has relied on the information and representations submitted to The Colorado Health Foundation by Grantee and Grantee represents that all such information and representations are true and complete.

20. Future Funding

Grantee acknowledges that, except as expressly provided in this Agreement, The Colorado Health Foundation has no obligation to Grantee with respect to any additional or future funding.

21. Counterparts; Electronic Signature

This Agreement may be signed in multiple counterparts, which may be signed by the parties separately, but together shall constitute a single agreement. The counterparts of this Agreement may be executed and delivered by facsimile, email, other means of electronic transmission, or other electronic signature and shall be deemed to have the same legal effect as delivery of an original executed copy of this Agreement.

[Signature Page Follows]



Erin Brown
Vice President, Community Investment and Impact
The Colorado Health Foundation

Date

The undersigned certify that they are duly authorized officers of Grantee and, as such, are authorized to accept this contract on behalf of Grantee, to obligate the Grantee to observe all of the terms and conditions placed on this Agreement, and in connection with this Agreement to make, execute, and deliver on behalf of the Grantee all agreements, representations, receipts, reports, and other instruments of every kind.

ACCEPTED AND AGREED TO:

Mayor of City of Pueblo (typed/printed name)

Mayor (signature)

Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 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 A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF \$75,000, FROM OCTOBER 1ST, 2022 THROUGH SEPTEMBER 30TH, 2023, ESTABLISHING PROJECT NUMBER PS2209, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2209, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The Colorado Department of Transportation (CDOT) has informed the Pueblo Police Department that funds are available for "A Step Towards Reducing Traffic Fatalities" grant. The term of this grant covers the period from October 1st, 2022 through September 30th, 2023.

PREVIOUS COUNCIL ACTION:

Previous grants of this nature have routinely been approved each year.

BACKGROUND:

This grant, if approved, will allow the Pueblo Police Department to increase its efforts in speed enforcement. We anticipate that a continued enforcement presence will be needed to have a long-lasting impact on those who fail to abide by posted speed limits. We have responded to many serious injury or fatal accidents where speed is a factor and CDOT funding will allow the dedication of full-time officers to address these issues.

FINANCIAL IMPLICATIONS:

This grant will require staff time for project management and reporting. This grant also pays 100% of eligible expenses and requires no grant match. Costs associated with this grant will be paid for through the Public Safety Grant fund.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

There is no stakeholder process required for this grant.

ALTERNATIVES:

Decline the CDOT Grant offer.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. PPD award letter - CDOT grant
2. Subaward Agreement
3. Amendment

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT AND APPLICABLE CONDITIONS PERTAINING THERETO WITH THE COLORADO DEPARTMENT OF TRANSPORTATION (CDOT) FOR THE "A STEP TOWARDS REDUCING TRAFFIC FATALITIES" GRANT, IN THE AMOUNT OF \$75,000, FROM OCTOBER 1ST, 2022 THROUGH SEPTEMBER 30TH, 2023, ESTABLISHING PROJECT NUMBER PS2209, BUDGETING AND APPROPRIATING FUNDS INTO PROJECT PS2209, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept funding from the State of Colorado for public and municipal purposes; and

WHEREAS, the Colorado Department of Transportation has tendered a Grant Agreement and award (the "Agreement") for the 2022-2023 "A Step Towards Reducing Traffic Fatalities" Speed Enforcement funding in an initial amount of \$75,000 upon conditions recited therein or incorporated therein by reference;

WHEREAS, the State has made additional awards of funds in the past under previous grant agreements and the Police Department anticipates the award of additional funds in the future pursuant to this agreement if the same are made available by the State; 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 Grant Agreement between the City of Pueblo, a Municipal Corporation, and the State of Colorado Department of Transportation for the 2022-2023 "A Step Towards Reducing Traffic Fatalities" grant, a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor is hereby authorized to execute the Grant Agreement in the name of and on behalf of the City, and the City Clerk shall affix the Seal of the City to the Grant Agreement and attest the same.

SECTION 3.

The Police Department is empowered to apply for and accept additional grant awards pursuant to the Grant Agreement as those funds are made available by the State.

SECTION 4.

Project Number PS2209 is hereby established in the Public Safety Grants Fund. All current and future funds accepted under this ordinance shall be budgeted and appropriated into

Project Number PS2209 by the Finance Department. Said funds shall only be expended and used for this Project.

SECTION 5.

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 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



COLORADO
Department of Transportation

Office of Transportation
Safety & Risk Management
2829 W. Howard Place
Denver, CO 80204-2305

April 20, 2022

Pueblo Police Department
Attn: Sgt. Sincerbox
200 S. Main
Pueblo, CO 81003

Re: Application for Federal Fiscal Year 2023
"A Step Towards Reducing Traffic Fatalities" in the amount of \$75,000

Dear Pueblo Police Department:

The Colorado Department of Transportation (CDOT), Office of Transportation Safety (OTS), Highway Safety Office (HSO) would like to thank you for your dedication and interest in improving traffic safety in your community.

Based on your 2nd year application, we are pleased to inform you that your application is tentatively approved for the amount referenced above. This amount may be modified or reduced from the amount you requested in the application. Final authorization of the award amount is contingent upon the National Highway Traffic Safety Administration's approval of the 2023 Colorado Highway Safety Plan, and submittal and acceptance of modified applications and/or budgets, modified action plans and/or activities and ability to perform the activities at the approved dollar amount shown above.

This letter does not constitute a contract or a notice to proceed. This letter does not authorize any reimbursable activity or expenditures until an action plan is negotiated and developed and a contract or purchase order is issued. The awarded amount is also dependent on funds being appropriated at the federal level and becoming available to CDOT.

Please contact me at 303-757-9383, or email me at jimmy.bath@state.co.us, to discuss modifications and special conditions that may be associated with your contract or purchase order. Thank you for your commitment toward traffic safety.

Sincerely,

Jim Bath
Law Enforcement Coordinator & Program Manager
Highway Safety Office



STATE OF COLORADO SUBAWARD AGREEMENT

COVER PAGE

State Agency Department of Transportation	Agreement Number/PO Number 22-HTS-ZL-00005/491002707
Subrecipient CITY OF PUEBLO – PUEBLO POLICE DEPARTMENT	Agreement Performance Beginning Date The later of the Effective Date or October 01, 2021
Subaward Agreement Amount Current Agreement Encumbered Total \$75,000.00	Initial Agreement Expiration Date September 30, 2022
	Fund Expenditure End Date September 30, 2022
	Agreement Authority Authority to enter into this Agreement exists in CRS §§24-42-101, 24-42-103, 43-1-104, 43-1-106, 43-1-110, 43-5-401, appropriated and otherwise made available pursuant to the FAST ACT, MAP-21, SAFETEA_LU, 23 USC Chapter 4.
Agreement Purpose NHTSA Grant funds awarded to agencies, organizations, and tribal governments within the State of Colorado that provide programs, projects, services, and strategies that are intended to reduce the number of deaths and serious injuries resulting from traffic crashes on Colorado roads.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A – Statement of Work and Budget. 2. Exhibit B – Sample Option Letter. 3. Exhibit C – Federal Provisions. 4. Exhibit D – Additional Program Requirements. 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. Exhibit C – Federal Provisions, and Exhibit D – Additional Program Requirements. 2. Colorado Special Provisions in §17 of the main body of this Agreement. 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit A – Statement of Work and Budget. 5. Executed Option Letters (if any).	
Principal Representatives For the State: Robin Rocke Division of Transit and Rail Colorado Dept. of Transportation 2829 W. Howard Place Denver, CO 80204 Robin.Rocke@state.co.us For Subrecipient: Sgt Michael Sincerbox CITY OF PUEBLO PUEBLO POLICE DEPARTMENT 200 S MAIN STREET PUEBLO, CO 81003 msincerbox@pueblo.us	

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.

SUBRECIPIENT CITY OF PUEBLO PUEBLO POLICE DEPARTMENT DocuSigned by: <i>Sgt. Michael Sincerbox</i> E1626BD19260460... Sgt. Michael Sincerbox By: Print Name of Authorized Individual Date: <u>8/25/2021</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: Stephen P. Harelson, P.E., Chief Engineer Date: _____
2nd State or Subrecipient Signature if needed _____ _____ By: Print Name of Authorized Individual Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General By: Assistant Attorney General 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 _____ By: Department of Transportation Effective Date: _____	

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1. PARTIES

This Agreement is entered into by and between Subrecipient named on the Cover Page for this Agreement (the “Subrecipient”), and the STATE OF COLORADO acting by and through the State agency named on the Cover Page for this Agreement (the “State”). Subrecipient and the State agree to the terms and conditions in this Agreement.

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred before the Effective Date, except as described in **\$0**, or after the Fund Expenditure End Date.

B. Initial Term

The Parties’ respective performances under this Agreement shall commence on the Agreement Performance Beginning Date shown on the Cover Page for this Agreement and shall terminate on the Initial Agreement Expiration Date shown on the Cover Page for this Agreement (the “Initial Term”) unless sooner terminated or further extended in accordance with the terms of this Agreement.

C. Extension Terms - State’s Option

The State, at its discretion, shall have the option to extend the performance under this Agreement beyond the Initial Term for a period, or for successive periods, of one year or more, or one year or less at the same rates and under the same terms specified in this Agreement (each such period an “Extension Term”). In order to exercise this option, the State shall provide written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement.

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Subrecipient in a form substantially equivalent to the Sample Option Letter attached to this Agreement, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not. The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for Breach of Agreement by Subrecipient, which shall be governed by §0.

i. Method and Content

The State shall notify Subrecipient of such termination in accordance with §Error! Reference source not found.. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Subrecipient shall be subject to the rights and obligations set forth in §0.

iii. Payments

If the State terminates this Agreement in the public interest, the State shall pay Subrecipient an amount equal to the percentage of the total reimbursement payable under this Agreement that corresponds to the percentage of Work satisfactorily completed and accepted, as determined by the State, less payments previously made. Additionally, if this Agreement is less than 60% completed, as determined by the State, the State may reimburse Subrecipient for a portion of actual out-of-pocket expenses, not otherwise reimbursed under this Agreement, incurred by Subrecipient which are directly attributable to the uncompleted portion of Subrecipient's obligations, provided that the sum of any and all reimbursement shall not exceed the Subaward Maximum Amount payable to Subrecipient hereunder.

F. Subrecipient's Termination Under Federal Requirements

Subrecipient may request termination of this Agreement 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 Agreement is terminated in this manner, then Subrecipient shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this subaward agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.
- B. **"Award"** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- C. **"Breach of Agreement"** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Subrecipient, or the appointment of a receiver or similar officer for Subrecipient or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Subrecipient is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- D. **"Budget"** means the budget for the Work described in Exhibit A.
- E. **"Business Day"** means any day other than Saturday, Sunday, or a legal holiday as listed in §24-11-101(1), C.R.S.
- F. **"CORA"** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- G. **"Deliverable"** means the outcome to be achieved or output to be provided, in the form of a tangible or intangible Good or Service that is produced as a result of Subrecipient's Work that is intended to be delivered by Subrecipient.

- H. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature Page for this Agreement.
- I. **“End of Term Extension”** means the time period defined in §0.
- J. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- K. **“Extension Term”** means the time period defined in §0.
- L. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a Subrecipient or payments to an individual that is a beneficiary of a Federal program.
- M. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. National Highway Traffic Safety Administration (NHTSA) is the Federal Awarding Agency for the Federal Award which is the subject of this Agreement.
- N. **“Goods”** means any movable material acquired, produced, or delivered by Subrecipient as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Subrecipient in connection with the Services.
- O. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- P. **“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, which are included as part of the Work, as described in §§24-37.5-401, *et seq.*, C.R.S. Incidents include, without limitation (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- Q. **“Initial Term”** means the time period defined in §0.
- R. **“Matching Funds”** (Local Funds, or Local Match) means the funds provided by Subrecipient as a match required to receive the Grant Funds and includes in-kind contribution.
- S. **“NHTSA”** means National Highway Traffic Safety Administration.
- T. **“Party”** means the State or Subrecipient, and “Parties” means both the State and Subrecipient.
- U. **“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. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- V. **“Recipient”** means the State agency shown on the Signature and Cover Pages of this Agreement, for the purposes of this Federal Award.
- W. **“Services”** means the services to be performed by Subrecipient as set forth in this Agreement and shall include any services to be rendered by Subrecipient in connection with the Goods.
- X. **“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 Subrecipient which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Subrecipient without restrictions at the time of its disclosure to Subrecipient; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Subrecipient to the State; (iv) is disclosed to Subrecipient, 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.
- Y. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.

- Z. **“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.
- AA. **“State Records”** means any and all State data, information, and records, regardless of physical form.
- BB. **“Subaward Maximum Amount”** means an amount equal to the total of Grant Funds for this Agreement.
- CC. **“Subcontractor”** means any third party engaged by Subrecipient to aid in performance of the Work. “Subcontractor” also includes sub-recipients of Grant Funds.
- DD. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency.
- EE. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR 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.
- FF. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- GG. **“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, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

Any other term used in this Agreement that is defined elsewhere in this Agreement or in an Exhibit shall be construed and interpreted as defined in that section.

4. STATEMENT OF WORK AND BUDGET

Subrecipient shall complete the Work as described in this Agreement and in accordance with the provisions of Exhibit A. The State shall have no liability to compensate Subrecipient for the delivery of any goods or the performance of any services that are not specifically set forth in this Agreement.

5. PAYMENTS TO SUBRECIPIENT

A. Subaward Maximum Amount.

Payments to Subrecipient are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Subrecipient any amount under this Agreement that exceeds the Subaward Maximum Amount shown on the Cover Page of this Agreement as “Federal Funds Maximum Amount”.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Subrecipient in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Subrecipient shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. Any advance payment allowed under this Agreement, shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement and its Exhibits. Eligibility and submission for advance payment is subject to State approval and must include approved documentation in the form and manner set forth and approved by the State.
- d. The State shall pay each invoice within 45 days following the State’s receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Subrecipient and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Subrecipient shall make all changes necessary to correct that invoice.
- e. The acceptance of an invoice shall not constitute acceptance of any Work performed or Deliverables provided under this Agreement.

ii. Interest

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 of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Subrecipient shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of days' interest to be paid and the interest rate.

iii. Payment Disputes

If Subrecipient disputes any calculation, determination or amount of any payment, Subrecipient shall notify the State in writing of its dispute within 30 days following the earlier to occur of Subrecipient'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 Subrecipient 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.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Subrecipient 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 Subrecipient 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 Services and Goods that are 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 §0.

v. Federal Recovery

The close-out of a Federal Award does not affect the right of the Federal Awarding Agency or the State to disallow costs and recover funds on the basis of a later audit or other review. Any cost disallowance recovery is to be made within the Record Retention Period, as defined below.

C. Increase or Decrease

The State, at its discretion, shall have the option to increase or decrease the maximum amount payable hereunder, by increasing or decreasing the quantity of goods/services described in Exhibit A at the same rates and under the same terms specified in this Agreement. In order to exercise this option, the State shall provide written notice to Grantee in a form substantially equivalent to Exhibit B prior to the end of the current Agreement term. Delivery of Goods and performance of Services shall continue at the same rates and terms as described in the Agreement.

D. Matching Funds

Subrecipient shall provide Matching Funds as provided in Exhibit A. Subrecipient shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Subrecipient's obligation to pay all or any part of any Matching Funds, whether direct or contingent, only extends to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Subrecipient and paid into Subrecipient's treasury or bank account. Subrecipient represents to the State that the amount designated "Subrecipient's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Subrecipient 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 Subrecipient. Subrecipient shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Subrecipient's laws or policies.

E. Reimbursement of Subrecipient Costs

- i. The State shall reimburse Subrecipient for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of **§5**, this Agreement and Exhibit A. However, any costs incurred by Subrecipient prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. The State shall pay Subrecipient for costs or expenses incurred or performance by the Subrecipient prior to the Effective Date, only if (1) the Grant Funds involve federal funding and (2) federal laws, rules, and regulations applicable to the Work provide for such retroactive payments to the Subrecipient. Any such retroactive payments shall comply with State Fiscal Rules and be made in accordance with the provisions of this Agreement.
- ii. The State shall reimburse Subrecipient's allowable costs, not exceeding the Subaward Maximum Amount shown on the Cover Page of this Agreement and on Exhibit A for all allowable costs described in this Agreement and shown in Exhibit A. Except as provided in **§5.E.**, Subrecipient may adjust the amounts between each line item of Exhibit A without formal modification to this Agreement as long as the Subrecipient provides notice to the State of the change, the change does not modify the Subaward Maximum Amount or the Subaward Maximum Amount for any federal fiscal year or State Fiscal Year, and the change does not modify any requirements of the Work.
- iii. 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 for the Goods and Services provided; and
 - b. Equal to the actual net cost to Subrecipient (i.e. the price paid minus any items of value received by Subrecipient that reduce the cost actually incurred).
- iv. Subrecipient's costs for Work performed after the Fund Expenditure End Date shown on the Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. Subrecipient shall initiate any payment request by submitting invoices to the State in the form and manner set forth and approved by the State.

F. Use of Funds, Budget Adjustments

Grant Funds shall be used only for eligible costs identified herein and/or in the Budget. Subrecipient may adjust budgeted expenditure amounts up to 10% between activities of said Budget without approval of the State. Budget adjustments to activities exceeding 10% but less than 24.99% must be submitted in advance of actual cost and receive written State approval, which approval may be transmitted informally by email or such other means that does not rise to the level of an amendment to this Agreement. A budget revision of **Exhibit A** will be issued by the State with any such adjustment. Adjustments in excess of 24.99% for any activity shall be authorized by the State in an amendment to this Agreement which may also require an amendment to **Exhibit A**. Budget adjustments shall not increase the State's total consideration beyond the Subaward Maximum Amount without an amendment to this Agreement.

G. Close-Out

Subrecipient shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement. To complete close-out, Subrecipient shall submit to the State all Deliverables (including documentation) as defined in this Agreement and Subrecipient'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. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Cover Page for this Agreement due to Subrecipient's failure to submit required documentation, then Subrecipient may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING - NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to any other Exhibit, for any Agreement having a term longer than three months, Subrecipient shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted

to the State not later than five Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Subrecipient 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 Subrecipient's ability to perform its obligations under this Agreement, Subrecipient shall, within 10 days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

Subrecipient shall submit all financial, performance and other reports to the State no later than 45 calendar days after the end of the Initial Term if no Extension Terms are exercised, or the final Extension Term exercised by the State, containing an evaluation and review of Subrecipient's performance and the final status of Subrecipient's obligations hereunder.

D. Violations Reporting

Subrecipient 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 Federal 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.

7. SUBRECIPIENT RECORDS

A. Maintenance

Subrecipient 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 and the delivery of Services (including, but not limited to, the operation of programs) or Goods hereunder (collectively, the "Subrecipient Records"). Subrecipient shall maintain such records for a 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 (the "Record Retention Period"). 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 findings 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 Subrecipient 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.

B. Inspection

Subrecipient 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 Subrecipient Records during the Record Retention Period. Subrecipient shall make Subrecipient Records available during normal business hours at Subrecipient'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.

C. Monitoring

The State, the federal government, and any other duly authorized agent of a governmental agency, in its discretion, may monitor Subrecipient's performance of its obligations under this Agreement using procedures as determined by the State or that governmental entity. Subrecipient shall allow the State to perform all monitoring required by the Uniform Guidance, based on the State's risk analysis of Subrecipient and this Agreement. 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 Subrecipient's performance in a manner that does not unduly interfere with Subrecipient's performance of the Work.

D. Final Audit Report

Subrecipient shall promptly submit to the State a copy of any final audit report of an audit performed on Subrecipient's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Subrecipient or a third party. Additionally, if Subrecipient is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Subrecipient 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. CONFIDENTIAL INFORMATION - STATE RECORDS

A. Confidentiality

Subrecipient shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Subrecipient 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. Subrecipient shall provide for the security of all State Confidential Information in accordance with all applicable laws, rules, policies, publications, and guidelines. Subrecipient shall immediately forward any request or demand for State Records to the State's Principal Representative identified on the Cover Page of this Agreement.

B. Other Entity Access and Nondisclosure Agreements

Subrecipient 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. Subrecipient 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 Subcontractor has access to any State Confidential Information. Subrecipient shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions if requested by the State.

C. Use, Security, and Retention

Subrecipient 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. Subrecipient shall provide the State with access, subject to Subrecipient'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, Subrecipient shall return State Records provided to Subrecipient or destroy such State Records and certify to the State that it has done so, as directed by the State. If Subrecipient is prevented by law or regulation from returning or destroying State Confidential Information, Subrecipient warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Subrecipient becomes aware of any Incident, Subrecipient 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 Subrecipient can establish that Subrecipient, and its agents, employees, and Subcontractors are not the cause or source of the Incident, Subrecipient shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Subrecipient 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 Subrecipient shall make all modifications as directed by the State. If Subrecipient 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 Subrecipient shall reimburse the State for the reasonable costs thereof. The State may, in its sole discretion and at Subrecipient's sole expense, require Subrecipient to engage the services of an independent, qualified, State-approved third party to conduct a security audit. Subrecipient shall provide the State with the results of such audit and evidence of Subrecipient's planned remediation in response to any negative findings.

E. Data Protection and Handling

Subrecipient shall ensure that all State Records and Work Product in the possession of Subrecipient or any Subcontractors are protected and handled in accordance with the requirements of this Agreement, including the requirements of any Exhibits hereto, at all times. As used in this section, the protections afforded Work Product only apply to Work Product that requires confidential treatment.

F. Safeguarding PII

If Subrecipient or any of its Subcontractors will or may receive PII under this Agreement, Subrecipient 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. Subrecipient 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

A. Actual Conflicts of Interest

Subrecipient 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 Subrecipient under this Agreement. Such a conflict of interest would arise when a Subrecipient or Subcontractor's employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. Apparent Conflicts of Interest

Subrecipient acknowledges that, with respect to this Agreement, even the appearance of a conflict of interest shall be harmful to the State's interests. Absent the State's prior written approval, Subrecipient shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Subrecipient's obligations under this Agreement.

C. Disclosure to the State

If a conflict or the appearance of a conflict arises, or if Subrecipient is uncertain whether a conflict or the appearance of a conflict has arisen, Subrecipient 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.

D. Subrecipient acknowledges that all State employees are subject to the ethical principles described in §24-18-105, C.R.S. Subrecipient further acknowledges that State employees may be subject to the requirements of §24-18-105, C.R.S., with regard to this Agreement. For the avoidance of doubt, an actual or apparent conflict of interest shall exist if Subrecipient employs or contracts with any State employee, any former State employee within six months following such employee's termination of employment with the State, or any immediate family member of such current or former State employee. Subrecipient shall provide a disclosure statement as described in §9.C. no later than ten days following entry into a contractual or employment relationship as described in this section. Failure to timely submit a disclosure statement shall constitute a Breach of Agreement. Subrecipient may also be subject to such penalties as are allowed by law.

10. INSURANCE

Subrecipient shall obtain and maintain, and ensure that each Subcontractor shall obtain and maintain, insurance as specified in this section at all times during the term of this Agreement. All insurance policies required by this Agreement that are not provided through self-insurance shall be issued by insurance companies as approved by the State.

A. Workers' Compensation

Workers' compensation insurance as required by state statute, and employers' liability insurance covering all Subrecipient or Subcontractor employees acting within the course and scope of their employment.

B. General Liability

Commercial general liability insurance covering premises operations, fire damage, independent contractors, products and completed operations, blanket contractual liability, personal injury, and advertising liability with minimum limits as follows:

- i. \$1,000,000 each occurrence;
- ii. \$1,000,000 general aggregate;
- iii. \$1,000,000 products and completed operations aggregate; and
- iv. \$50,000 any 1 fire.

C. Automobile Liability

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.

D. Additional Insured

The State shall be named as additional insured on all commercial general liability policies (leases and construction contracts require additional insured coverage for completed operations) required of Subrecipient and Subcontractors.

E. Primacy of Coverage

Coverage required of Subrecipient and each Subcontractor shall be primary over any insurance or self-insurance program carried by Subrecipient or the State.

F. Cancellation

All insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days prior notice to Subrecipient and Subrecipient shall forward such notice to the State in accordance with **§Error! Reference source not found.** within seven days of Subrecipient's receipt of such notice.

G. Subrogation Waiver

All insurance policies secured or maintained by Subrecipient or its Subcontractors in relation to this Agreement shall include clauses stating that each carrier shall waive all rights of recovery under subrogation or otherwise against Subrecipient or the State, its agencies, institutions, organizations, officers, agents, employees, and volunteers.

H. Public Entities

If Subrecipient is a "public entity" within the meaning of the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"), Subrecipient shall maintain, in lieu of the liability insurance requirements stated above, at all times during the term of this Agreement such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the GIA. If a Subcontractor is a public entity within the meaning of the GIA, Subrecipient shall ensure that the Subcontractor maintain at all times during the terms of this Subrecipient, in lieu of the liability insurance requirements stated above, such liability insurance, by commercial policy or self-insurance, as is necessary to meet the Subcontractor's obligations under the GIA.

I. Certificates

For each insurance plan provided by Subrecipient under this Agreement, Subrecipient shall provide to the State certificates evidencing Subrecipient's insurance coverage required in this Agreement prior to the Effective Date. Subrecipient shall provide to the State certificates evidencing Subcontractor insurance coverage required under this Agreement prior to the Effective Date, except that, if Subrecipient's subcontract is not in effect as of the Effective Date, Subrecipient shall provide to the State certificates showing Subcontractor insurance coverage required under this Agreement within seven Business Days following Subrecipient's execution of the subcontract. No later than 15 days before the expiration date of Subrecipient's or any Subcontractor's coverage, Subrecipient shall deliver to the State certificates of insurance evidencing renewals of coverage. At any other time during the term of this Agreement, upon request by the State, Subrecipient shall, within seven Business Days following the request by the State, supply to the State evidence satisfactory to the State of compliance with the provisions of this section.

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 §Error! Reference source not found. 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 Subrecipient 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.

12. REMEDIES

A. State's Remedies

If Subrecipient 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 §Error! Reference source not found., 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 of Agreement

In the event of Subrecipient's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Subrecipient fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Subrecipient 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, Subrecipient 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, Subrecipient shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Subrecipient shall assign to the State all of Subrecipient's rights, title, and interest in and to such terminated orders or subcontracts. Upon termination, Subrecipient shall take timely, reasonable and necessary action to protect and preserve property in the possession of Subrecipient but in which the State has an interest. At the State's request, Subrecipient shall return materials owned by the State in Subrecipient's possession at the time of any termination. Subrecipient 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 Subrecipient for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Subrecipient was not in breach or that Subrecipient'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 §0.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Subrecipient shall remain liable to the State for any damages sustained by the State in connection with any breach by Subrecipient, and the State may withhold payment to Subrecipient for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Subrecipient is determined. The State may withhold any amount that may be due Subrecipient 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 Subrecipient's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Subrecipient to an adjustment in price or cost or an adjustment in the performance schedule. Subrecipient 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 Subrecipient after the suspension of performance.

b. Withhold Payment

Withhold payment to Subrecipient until Subrecipient corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Subrecipient'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 Subrecipient's employees, agents, or Subcontractors 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, Subrecipient shall, as approved by the State **(i)** secure that right to use such Work for the State and Subrecipient; **(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. Subrecipient's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Subrecipient, following the notice and cure period in §Error! Reference source not found. and the dispute resolution process in §Error! Reference source not found. shall have all remedies available at law and equity.

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 Subrecipient for resolution.

B. Resolution of Controversies

If the initial resolution described in §0 fails to resolve the dispute within 10 Business Days, Subrecipient 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 §24-101-301(30), C.R.S., for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S., (collectively, the "Resolution Statutes"), except that if Subrecipient wishes to challenge any decision rendered by the Procurement Official, Subrecipient's challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Subrecipient pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

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 on the Cover Page for this Agreement 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. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

A. Work Product

Subrecipient agrees to provide to the State a royalty-free, non-exclusive and irrevocable license to reproduce publish or otherwise use and to authorize others to use the Work Product described herein, for the Federal Awarding Agency's and State's purposes. All Work Product shall be delivered to the State by Subrecipient upon completion or termination hereof.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, all State Records, 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 information provided by or on behalf of the State to Subrecipient are the exclusive property of the State (collectively, "State Materials"). Subrecipient shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Subrecipient's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Subrecipient 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 Subrecipient

Subrecipient retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Subrecipient 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 Subrecipient under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Subrecipient Property"). Subrecipient 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. GENERAL PROVISIONS

A. Assignment

Subrecipient'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 Subrecipient's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontracts

Subrecipient shall not enter into any subaward or subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Subrecipient shall submit to the State a copy of each such subaward or subcontract upon request by the State. All subawards and subcontracts entered into by Subrecipient 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. If the entity with whom Subrecipient enters into a subcontract or subaward would also be considered a Subrecipient, then the subcontract or subaward entered into by

Subrecipient shall also contain provisions permitting both Subrecipient and the State to perform all monitoring of that Subcontractor in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§16.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 Contract, 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. Modification

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. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Subrecipient's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. 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.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. 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 Subrecipient. Subrecipient shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Subrecipient may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§16.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.

P. 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.

Q. 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.

R. Standard and Manner of Performance

Subrecipient shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Subrecipient's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

- i. Subrecipient 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 Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.
- ii. Subrecipient, if a foreign corporation or other foreign entity transacting business in the State of Colorado, shall obtain prior to the Effective Date and maintain at all times during the term of this Agreement, at its sole expense, a certificate of authority to transact business in the State of Colorado and designate a registered agent in Colorado to accept service of process.

T. Federal Provisions

Subrecipient shall comply with all applicable requirements of Exhibits C, D, and E at all times during the term of this Agreement.

17. COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)

These Special Provisions apply to all agreements except where noted in italics.

A. STATUTORY APPROVAL. §24-30-202(1), C.R.S.

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. FUND AVAILABILITY. §24-30-202(5.5), C.R.S.

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.

C. 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, §24-10-101, *et seq.*, C.R.S.; 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, §§24-30-1501, *et seq.* C.R.S. 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.

D. INDEPENDENT CONTRACTOR.

Subrecipient shall perform its duties hereunder as an independent contractor and not as an employee. Neither Subrecipient nor any agent or employee of Subrecipient shall be deemed to be an agent or employee of the State. Subrecipient shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Subrecipient 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 Subrecipient or any of its agents or employees. Subrecipient shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Subrecipient shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Subrecipient 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.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

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.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Subrecipient harmless; requires the State to agree to binding arbitration; limits Subrecipient's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109, C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

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. Subrecipient hereby certifies and warrants that, during the term of this Agreement and any extensions, Subrecipient has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Subrecipient 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.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver 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. Subrecipient has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the

performance of Subrecipient's services and Subrecipient shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Subrecipient in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Subrecipient by deduction from subsequent payments under this Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Subrecipient, or by any other appropriate method for collecting debts owed to the State.

K. PUBLIC CONTRACTS FOR SERVICES. §§8-17.5-101, *et seq.*, C.R.S.

[Not applicable to agreements relating to the offer, issuance, or sale of securities, investment advisory services or fund management services, sponsored projects, intergovernmental agreements, or information technology services or products and services] Subrecipient 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 State verification program established pursuant to §8-17.5-102(5)(c), C.R.S., Subrecipient shall not knowingly employ or contract with an illegal alien to perform work under this Agreement or enter into a contract with a Subcontractor that fails to certify to Subrecipient that the Subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Agreement. Subrecipient **(i)** shall not use E-Verify Program or the program procedures of the Colorado Department of Labor and Employment ("Department Program") to undertake pre-employment screening of job applicants while this Agreement is being performed, **(ii)** shall notify the Subcontractor and the contracting State agency or institution of higher education within three days if Subrecipient has actual knowledge that a Subcontractor is employing or contracting with an illegal alien for work under this Agreement, **(iii)** shall terminate the subcontract if a Subcontractor does not stop employing or contracting with the illegal alien within three days of receiving the notice, and **(iv)** shall comply with reasonable requests made in the course of an investigation, undertaken pursuant to §8-17.5-102(5), C.R.S., by the Colorado Department of Labor and Employment. If Subrecipient participates in the Department program, Subrecipient shall deliver to the contracting State agency, Institution of Higher Education or political subdivision, a written, notarized affirmation, affirming that Subrecipient has examined the legal work status of such employee, and shall comply with all of the other requirements of the Department program. If Subrecipient fails to comply with any requirement of this provision or §§8-17.5-101, *et seq.*, C.R.S., the contracting State agency, institution of higher education or political subdivision may terminate this Agreement for breach and, if so terminated, Subrecipient shall be liable for damages.

L. PUBLIC CONTRACTS WITH NATURAL PERSONS. §§24-76.5-101, *et seq.*, C.R.S.

Subrecipient, if a natural person eighteen (18) years of age or older, hereby swears and affirms under penalty of perjury that Subrecipient **(i)** is a citizen or otherwise lawfully present in the United States pursuant to federal law, **(ii)** shall comply with the provisions of §§24-76.5-101, *et seq.*, C.R.S., and **(iii)** has produced one form of identification required by §24-76.5-103, C.R.S., prior to the Effective Date of this Agreement.

EXHIBIT A, STATEMENT OF WORK AND BUDGET**Action Plan**

Agency Name	Pueblo Police Department
Project Title	A Step Towards Reducing Traffic Fatalities
WBS Element	22NHTSA402.0204/DUNS NO.: 556467256

Description

This Action Plan is for development and execution of Speed Enforcement in the City of Pueblo. The grantee shall provide the Work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in year 2 and 3 as it was planned in year 1. The planned activities noted below will be similar in years 2 and 3.

Grantees Responsibilities

The grantee will provide the following types of services under this Contract:

The grantee will implement activities to decrease the number of speed related fatality accidents in the City of Pueblo by:

1. Conduct targeted speed enforcement in the locations with frequent fatal/injury accidents.
2. The Pueblo PD will develop written deployment plans for targeted speed enforcement at frequent fatal/injury accident locations as determined by review of current accident data.
3. The Pueblo PD will conduct speed enforcement at designated locations, dates, and times as defined in the deployment plan.
4. Conduct semi-annual traffic safety seminars in each of the four local high schools in an effort to target high-risk teen drivers.
5. Pueblo PD will decrease the incidence of speed in the ongoing CDOT construction zones on I-25 to provide worker safety.
6. Evaluation indicators for grant year one will entail the number of enforcement hours, the number of traffic citations issued, number of traffic citations, the number of violations cited, the number and type of media communications.

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals:	\$0.00	Operating Expenses Totals:	\$0.00
Hourly Employee Totals:	\$75,000.00	Contractual Services Totals:	\$0.00
Fringe Benefit Costs Totals:	\$0.00	Travel Expenses Totals:	\$0.00
Capital Equipment Totals:	\$0.00		

Subtotal Before Indirect Costs: \$75,000.00

Indirect Rate:

Indirect Cost Totals: \$0.00

Budget Total: \$75,000.00

Name of Position		Salary Type	Monthly Salary Amount		Number of Months	Total
Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Total
Officer	Overtime Rate	\$50.00	125.00	\$6,250.00	12.00	\$75,000.00
Description		Total Monthly Fringe Costs		Number of Months		Total

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit		Number of Months/Units	Total
Description	Monthly Miles	Number of Months		Cost per Mile	Total
Contractor	Planned Hours per Month	Number of Months		Time Rate per Hour	Total

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person		Total
Description	Number of Units	Cost Per Unit		Total
Description	Indirect Rate	Subtotal Before Indirect Costs		Total

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Department of Transportation	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Subrecipient Insert Subrecipient's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Contract Number of the Original Contract
Subaward Agreement Amount Federal Funds Maximum Amount (%) \$0.00 Local Funds Local Match Amount (%) \$0.00 Agreement Total \$0.00	Option Agreement Number Insert CMS number or Other Contract Number of this Option Agreement Performance Beginning Date The later of the Effective Date or Month, Day, Year Current Agreement Expiration Date Month, Day, Year

1. OPTIONS:

A. Option to extend for an Extension Term or End of Term Extension.

2. REQUIRED PROVISIONS:

A. **For use with Option 1(A):** In accordance with Section(s) 2.B/2.C of the Original Agreement referenced above, the State hereby exercises its option for an additional term/end of term extension, beginning Insert start date and ending on the current agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.

B. **For use with Options 1(A):** The Subaward Agreement Amount table on the Agreement's Cover Page is hereby deleted and replaced with the Current Subaward Agreement Amount table shown above.

3. OPTION EFFECTIVE DATE:

A. The effective date of this Option Letter is upon approval of the State Controller or ____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: _____ Stephen P. Harelson, P.E., Chief Engineer Date: _____	In accordance with §24-30-202, C.R.S., this Option Letter is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Department of Transportation Option Letter Effective Date: _____
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EXHIBIT C, FEDERAL PROVISIONS

1. APPLICABILITY OF PROVISIONS

- 1.1. The Contract to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Contract, or any attachments or exhibits incorporated into and made a part of the Contract, the provisions of these Federal Provisions shall control.

2. DEFINITIONS

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
- 2.1.1. “Award” means an award of Federal financial assistance, and the Contract setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
- 2.1.1.1. Awards may be in the form of:
- 2.1.1.1.1. Grants;
- 2.1.1.1.2. Contracts;
- 2.1.1.1.3. Cooperative agreements, which do not include cooperative research and development agreements (CRDA) pursuant to the Federal Technology Transfer Act of 1986, as amended (15 U.S.C. 3710);
- 2.1.1.1.4. Loans;
- 2.1.1.1.5. Loan Guarantees;
- 2.1.1.1.6. Subsidies;
- 2.1.1.1.7. Insurance;
- 2.1.1.1.8. Food commodities;
- 2.1.1.1.9. Direct appropriations;
- 2.1.1.1.10. Assessed and voluntary contributions; and
- 2.1.2.1.11. Other financial assistance transactions that authorize the expenditure of Federal funds by non-Federal Entities.
- 2.1.1.1.12. Any other items specified by OMB in policy memoranda available at the OMB website or other source posted by the OMB.
- 2.1.1.2. Award **does not** include:
- 2.1.1.2.1. Technical assistance, which provides services in lieu of money;
- 2.1.1.2.2. A transfer of title to Federally-owned property provided in lieu of money; even if the award is called a grant;
- 2.1.1.2.3. Any award classified for security purposes; or
- 2.1.1.2.4. Any award funded in whole or in part with Recovery funds, as defined in section 1512 of the American Recovery and Reinvestment Act (ARRA) of 2009 (Public Law 111-5).
- 2.1.2. “Contract” means the Agreement or Subaward Agreement to which these Federal Provisions are attached and includes all Award types in §2.1.1.1 of this Exhibit.
- 2.1.3. “Contractor” means the party or parties to a Contract or Subaward Agreement funded, in whole or in part, with Federal financial assistance, other than the Prime Recipient, and includes Subrecipients and borrowers. For purposes of Transparency Act reporting, Contractor does not include Vendors.
- 2.1.4. “Data Universal Numbering System (DUNS) Number” means the nine-digit number established and assigned by Dun and Bradstreet, Inc. to uniquely identify a business entity. Dun and Bradstreet’s website may be found at: <http://fedgov.dnb.com/webform>.
- 2.1.5. “Entity” means all of the following as defined at 2 CFR part 25, subpart C;

- 2.1.5.1. A governmental organization, which is a State, local government, or Indian Tribe;
- 2.1.5.2. A foreign public entity;
- 2.1.5.3. A domestic or foreign non-profit organization;
- 2.1.5.4. A domestic or foreign for-profit organization; and
- 2.1.5.5. A Federal agency, but only a Subrecipient under an Award or Sub award to a non-Federal entity.
- 2.1.6. “Executive” means an officer, managing partner or any other employee in a management position.
- 2.1.7. “Federal Award Identification Number (FAIN)” means an Award number assigned by a Federal agency to a Prime Recipient.
- 2.1.8. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR §200.37
- 2.1.9. “FFATA” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. FFATA, as amended, also is referred to as the “Transparency Act.”
- 2.1.10. “Federal Provisions” means these Federal Provisions subject to the Transparency Act and Uniform Guidance, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.
- 2.1.11. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.12. “Prime Recipient” means a Colorado State agency or institution of higher education that receives an Award.
- 2.1.13. “Subaward” means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR §200.38. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term “Subrecipient” includes and may be referred to as Subrecipient. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “Subrecipient Parent DUNS Number” means the sub recipient parent organization’s 9-digit Data Universal Numbering System (DUNS) number that appears in the sub recipient’s System for Award Management (SAM) profile, if applicable.
- 2.1.16. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.17. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year and includes the following:
 - 2.1.17.1. Salary and bonus;
 - 2.1.17.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;
 - 2.1.17.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
 - 2.1.17.4. Change in present value of defined benefit and actuarial pension plans;
 - 2.1.17.5. Above-market earnings on deferred compensation which is not tax-qualified;

- 2.1.17.6. Other compensation, if the aggregate value of all such other compensation (e.g. severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.18. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252. The Transparency Act also is referred to as FFATA.
- 2.1.19. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, which supersedes requirements from OMB Circulars A-21, A-87, A-110, and A-122, OMB Circulars A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.20. “Vendor” means a dealer, distributor, merchant or other seller providing property or services required for a project or program funded by an Award. A Vendor is not a Prime Recipient or a Subrecipient and is not subject to the terms and conditions of the Federal award. Program compliance requirements do not pass through to a Vendor.

3. COMPLIANCE

- 3.1. Contractor shall comply with all applicable provisions of the Transparency Act, all applicable provisions of the Uniform Guidance, and the regulations issued pursuant thereto, including but not limited to these Federal Provisions. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado may provide written notification to Contractor of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND DATA UNIVERSAL NUMBERING SYSTEM (DUNS) REQUIREMENTS

- 4.1. SAM. Contractor shall maintain the currency of its information in SAM until the Contractor submits the final financial report required under the Award or receives final payment, whichever is later. Contractor shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. DUNS. Contractor shall provide its DUNS number to its Prime Recipient, and shall update Contractor’s information in Dun & Bradstreet, Inc. at least annually after the initial registration, and more frequently if required by changes in Contractor’s information.

5. TOTAL COMPENSATION

- 5.1. Contractor shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:
 - 5.1.1. The total Federal funding authorized to date under the Award is \$25,000 or more; and
 - 5.1.2. In the preceding fiscal year, Contractor received:
 - 5.1.2.1. 80% or more of its annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
 - 5.1.2.2. \$25,000,000 or more in annual gross revenues from Federal procurement contracts and subcontracts and/or Federal financial assistance Awards or Sub awards subject to the Transparency Act; and
 - 5.1.3. The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING

- 6.1. Contractor shall report data elements to SAM and to the Prime Recipient as required in this Exhibit if Contractor is a Subrecipient for the Award pursuant to the Transparency Act. No direct payment shall be made to Contractor for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Contract price. The reporting requirements in this Exhibit

are based on guidance from the US Office of Management and Budget (OMB), and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Contract and shall become part of Contractor's obligations under this Contract.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR REPORTING

- 7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$25,000 or more. If the initial Award is below \$25,000 but subsequent Award modifications result in a total Award of \$25,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$25,000. If the initial Award is \$25,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$25,000, the Award shall continue to be subject to the reporting requirements.
- 7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS

- 8.1. If Contractor is a Subrecipient, Contractor shall report as set forth below.
 - 8.1.1. **To SAM.** A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number no later than the end of the month following the month in which the Sub award was made:
 - 8.1.1.1. Subrecipient DUNS Number;
 - 8.1.1.2. Subrecipient DUNS Number + 4 if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3. Subrecipient Parent DUNS Number;
 - 8.1.1.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if criteria in §4 above met.
 - 8.1.2. **To Prime Recipient.** A Subrecipient shall report to its Prime Recipient, upon the effective date of the Agreement, the following data elements:
 - 8.1.2.1. Subrecipient's DUNS Number as registered in SAM.
 - 8.1.2.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS

- 9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, §§200.318 through 200.326 thereof.
- 9.2. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS

- 10.1. A Subrecipient shall permit Recipient and auditors to have access to Sub recipient's records and financial statements as necessary for Recipient to meet the requirements of §200.331 (Requirements for pass-through entities), §§200.300 (Statutory and national policy requirements) through 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance. 2 CFR §200.331(a)(5).

11. SINGLE AUDIT REQUIREMENTS

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR §200.501.
- 11.1.1. **Election.** A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance §200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with §200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
- 11.1.2. **Exemption.** If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR §200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.
- 11.1.3. **Subrecipient Compliance Responsibility.** A Subrecipient shall procure or otherwise arrange for the audit required by Part F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with Uniform Guidance §200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Part F-Audit Requirements.

12. CONTRACT PROVISIONS FOR SUBRECIPIENT CONTRACTS

- 12.1. If Contractor is a Subrecipient, then it shall comply with and shall include all of the following applicable provisions in all subcontracts entered into by it pursuant to this Agreement.
- 12.1.1. **Equal Employment Opportunity.** Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of "federally assisted construction contract" in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 CFR part 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.1.1. During the performance of this contract, the contractor agrees as follows:
- 12.1.1.1.1. Contractor will not discriminate against any employee or applicant for employment because of race, color, religion, sex, or national origin. The contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment, without regard to their race, color, religion, sex, or national origin. Such action shall include, but not be limited to the following: Employment, upgrading, demotion, or transfer, recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The contractor agrees to post in conspicuous places, available to employees and applicants

for employment, notices to be provided by the contracting officer setting forth the provisions of this nondiscrimination clause.

- 12.1.1.1.2. Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the contractor, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, or national origin.
- 12.1.1.1.3. Contractor will send to each labor union or representative of workers with which he has a collective bargaining agreement or other contract or understanding, a notice to be provided by the agency contracting officer, advising the labor union or workers' representative of the contractor's commitments under section 202 of Executive Order 11246 of September 24, 1965, and shall post copies of the notice in conspicuous places available to employees and applicants for employment.
- 12.1.1.1.4. Contractor will comply with all provisions of Executive Order 11246 of September 24, 1965, and of the rules, regulations, and relevant orders of the Secretary of Labor.
- 12.1.1.1.5. Contractor will furnish all information and reports required by Executive Order 11246 of September 24, 1965, and by the rules, regulations, and orders of the Secretary of Labor, or pursuant thereto, and will permit access to his books, records, and accounts by the contracting agency and the Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations, and orders.
- 12.1.1.1.6. In the event of Contractor's non-compliance with the nondiscrimination clauses of this contract or with any of such rules, regulations, or orders, this contract may be canceled, terminated or suspended in whole or in part and the contractor may be declared ineligible for further Government contracts in accordance with procedures authorized in Executive Order 11246 of September 24, 1965, and such other sanctions may be imposed and remedies invoked as provided in Executive Order 11246 of September 24, 1965, or by rule, regulation, or order of the Secretary of Labor, or as otherwise provided by law.
- 12.1.1.1.7. Contractor will include the provisions of paragraphs (1) through (7) in every subcontract or purchase order unless exempted by rules, regulations, or orders of the Secretary of Labor issued pursuant to section 204 of Executive Order 11246 of September 24, 1965, so that such provisions will be binding upon each subcontractor or vendor. The contractor will take such action with respect to any subcontract or purchase order as may be directed by the Secretary of Labor as a means of enforcing such provisions including sanctions for noncompliance: Provided, however, that in the event Contractor becomes involved in, or is threatened with, litigation with a subcontractor or vendor as a result of such direction, the contractor may request the United States to enter into such litigation to protect the interests of the United States.”
- 12.1.2. **Davis-Bacon Act.** Davis-Bacon Act, as amended (40 U.S.C. 3141-3148). When required by Federal program legislation, all prime construction contracts in excess of \$2,000 awarded by non-Federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 CFR Part 5, “Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction”). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-Federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency. The contracts must also include a provision for compliance with the Copeland “Anti-Kickback” Act (40 U.S.C. 3145), as supplemented by Department of Labor regulations (29 CFR Part 3, “Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States”). The Act provides that each contractor or Subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-Federal entity must report all suspected or reported violations to the Federal awarding agency.

- 12.1.3. **Rights to Inventions Made Under a Contract or Contract.** If the Federal Award meets the definition of “funding Contract” under 37 CFR §401.2 (a) and Subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding Contract,” Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Contracts,” and any implementing regulations issued by the awarding agency.
- 12.1.4. **Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended.** Contracts and subawards of amounts in excess of \$150,000 must contain a provision that requires the non-Federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).
- 12.1.5. **Debarment and Suspension (Executive Orders 12549 and 12689).** A contract award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. **Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).** Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier-to-tier up to the non-Federal award.

13. CERTIFICATIONS

- 13.1. Unless prohibited by Federal statutes or regulations, Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR §200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed, or the level of effort was expended. 2 CFR §200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Contractor with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.
- 14.3. There are no Transparency Act reporting requirements for Vendors.

15. EVENT OF DEFAULT

- 15.1. Failure to comply with these Federal Provisions shall constitute an event of default under the Contract and the State of Colorado may terminate the Contract upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Contract, at law or in equity.

EXHIBIT D, ADDITIONAL PROGRAM REQUIREMENTS

Certifications and Assurances

It is hereby understood that this Application and the attachments hereto, when approved and signed by all concerned parties, as indicated shall constitute an agreement by and between the applicant organization to perform in accordance with the terms of this Application and attachments, taken as a whole. This agreement is based on CDOT procedures and Federal guidelines found in 2 CFR 1201, 2 CFR Chapter I, Chapter II, XII, Part 200 in order to standardize and simplify federal grants. The signature below of an authorized representative of the applicant agency certifies and ensures that all the following conditions will be met.

- 1) Reports – The Contractor shall submit quarterly reports, a final report at the end of the project, and special reports, if any, as outlined in the Project Agreement. Please read Part 5, Reporting Requirements, following this section.
- 2) Copyrights, Publications, and Patents – Where activities supported by this project produce original copyright material, the Contractor may copyright such, but CDOT reserves nonexclusive and irrevocable license to reproduce, publish, and use such materials and to authorize others to do so. The Contractor may publish, at its own expense, the results of project activities without prior review by CDOT, provided that any publications (written, visual or sound) contain acknowledgment of the support provided by the National Highway Traffic Safety Administration (NHTSA) and CDOT. Any discovery or invention derived from work performed under this project shall be referred to CDOT, who will determine through NHTSA whether patent protections will be sought, how any rights will be administered, and other action required to protect the public interest.
- 3) Termination – This project agreement may be terminated or fund payments discontinued or reduced by CDOT at any time upon written notice to the Contractor due to non-availability of funds, failure of the Contractor to accomplish any of the terms herein, or from any change in the scope or timing of the project.
- 4) Fiscal Records – Contractor will maintain complete and detailed accounting records of all costs incurred on this project, including documentation of all purchases of supplies, equipment, and services; travel expenses; payrolls; and time records of any person employed part-time on this project. Federal, State or CDOT auditors shall have access to any records of the Contractor. These records shall be retained for three years after the final audit is completed or longer, if necessary, until all questions are resolved.
- 5) Funding – The Contractor will utilize funds provided to supplement and not to supplant state and local funds otherwise available for these purposes. Funds are to be expended only for purposes and activities approved in the project agreement. Reimbursement will be made periodically by CDOT based on approved requests for reimbursement. If matching funds are required, the Contractor will expend them from nonfederal sources, which must be spent no later than 30 days following the completion of the project.
- 6) Cost Principles and Grant Management – The eligibility of costs incurred, and the management of this project shall be determined in accordance with 2 CFR Chapter I Chapter II Part 200 and for state and local agencies and educational institutions, and 2 CFR, Part 230 for nonprofit entities.
- 7) Obligation Funds – Federal funds may not be obligated prior to the effective date or subsequent to the termination date of the project period. Requests for reimbursement outstanding at the termination date of the project must be made within 30 days or those funds may not be paid.
- 8) Changes – The Contractor must obtain prior written approval from CDOT for major project changes, including: changes of substance in project objectives, evaluation, activities, the project manager, key personnel, project budget or transfer of funds from one category in the budget to another. The period of performance of the project, however, cannot be changed.
- 9) Program Income – CDOT safety programs encourage Contractors to earn income to help defray program costs, but there are federal regulations that must be followed. Program income is defined as gross income received by the State and/or Contractor directly generated by a grant supported activity, or earned only as a result of the grant agreement during the grant period. Income earned by the Contractor with respect to the conduct of the project (sale of publications, registration fees, service charges, donations for child safety seats, etc.) must be accounted and income applied to project purposes, used to reduce project costs, or be used to meet cost agency

matching requirements. The Contractor is responsible for reporting all program income according to federal and state requirements.

- 10) Purchases – Purchase of equipment or services must comply with state or local regulations. After the end of the project period, equipment should continue to be utilized for traffic safety purposes and cannot be disposed of without written approval of CDOT. The Contractor shall make and maintain an inventory of equipment to include descriptions, serial numbers, locations, costs or other identifying information, and submit a copy to CDOT.
- 11) Third Party Participants – No contracts or agreements may be entered into by the Contractor related to this project which are not incorporated into the project agreement and approved in advance by CDOT. The Contractor will retain ultimate control and responsibility for the project. CDOT shall be provided with a copy of all contracts and agreements entered into by Contractors. Any contract or agreement must allow for the greatest competition practicable and evidence of such competition or justification for a negotiated contract or agreement shall be provided to CDOT.
- 12) Participation by Disadvantaged Business Enterprises – The contractor agrees to take all necessary and reasonable steps in accordance with Title 49, CFR, Subtitle A, Part 26 to ensure that minority business enterprises have the maximum opportunity to compete for and perform contracts. Recipients and their contractors shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of any subcontracts financed in whole or in part with federal funds.
- 13) Non-Discrimination – In the performance of this agreement the Contractor, by its signature below, certifies and assures that it shall comply with all Federal statutes and implementing regulations relating to nondiscrimination. (These include but are not limited to: (a) Title VI of the Civil Rights Act of 1964 (P.L. 88-352) which prohibits discrimination on the basis of race, color or national origin (and 49 CFR Part 21); (b) Title IX of the Education Amendments of 1972, as amended (20 U.S.C. §§ 1681-1683, and 1685-1686), which prohibits discrimination on the basis of sex; (c) Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. §794) and the Americans with Disabilities Act of 1990 (42 USC § 12101, et seq.; PL 101-336), which prohibits discrimination on the basis of disabilities (and 49 CFR Part 27); (d) the Age Discrimination Act of 1975, as amended (42U.S.C. §§ 6101-6107), which prohibits discrimination on the basis of age; (e) the Drug Abuse Office and Treatment Act of 1972 (P.L. 92-255), as amended, relating to nondiscrimination on the basis of drug abuse; (f) the comprehensive Alcohol Abuse and Alcoholism Prevention, Treatment and Rehabilitation Act of 1970(P.L. 91-616), as amended, relating to nondiscrimination on the basis of alcohol abuse of alcoholism; (g) §§ 523 and 527 of the Public Health Service Act of 1912 (42 U.S.C. §§ 290 dd-3 and 290 ee-3), as amended, relating to confidentiality of alcohol and drug abuse patient records; (h) Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), as amended, relating to nondiscrimination in the sale, rental or financing of housing; (i) any other nondiscrimination provisions in the specific statute(s) under which application for Federal assistance is being made; The Civil Rights Restoration Act of 1987, which provides that any portion of a state or local entity receiving federal funds will obligate all programs or activities of that entity to comply with these civil rights laws; and, (k) the requirements of any other nondiscrimination statute(s) which may apply to the application. The Contractor shall not discriminate on the basis of race, color, national origin, sex, religion, age, creed, Vietnam Era and Disabled Veterans status or sensory, mental or physical handicap in the provision of any terms and conditions of employment or the provision of service or benefits otherwise afforded and will take the affirmative action necessary to accomplish the objects of the above referenced laws.
- 14) Political Activities – In accordance with the provisions of the Hatch Act (5 U.S.C. §§1501-1508 and 7324-7328) no funds, materials, equipment, or services provided in this project agreement shall be used for any partisan political activity or to further the election or defeat of any candidate for public office or to pay any person to influence or attempt to influence an officer or employee of congress, or an employee of a member of congress, an officer or employee of congress in connection with the awarding of any federal loan or the entering in of any cooperative agreements.
- 15) Single Audit –All Non-Federal entities that expend \$750,000 or more of Federal awards in a year are required to obtain an annual audit in accordance with the Single Audit Act Amendments of 1996, 2 CFR 200 Chapter I, Chapter II - Sub Part F, the OMB Circular Compliance Supplement and Government Auditing Standards. A single audit is intended to provide a cost-effective audit for non-Federal entities in that one audit is conducted in lieu of multiple audits of individual programs. Nonfederal entities include States, Local Governments, and Non-

Profit Organizations. The term non-profit organization includes non-profit institutions of higher education and hospitals.

- 16) Safety Belt Policy – No funds, materials, property, or services will be provided to any political subdivision that does not have a current and actively enforced policy requiring the use of seat belts.
- 17) Drug Free Workplace – In accordance with the Anti-Drug Act of 1988 (41 USC 702-707) and Drug-Free Workplace (42 USC 12644), CDOT has the responsibility to ensure that unlawful manufacture, distribution, dispensing, possession or use of a controlled substance by any employees, grantees, and/or sub-grantee of the Contractor and/or any such activity is prohibited in the Contractor's workplace.
- 18) Colorado Standard Field Sobriety Testing – All law enforcement officers who are performing impaired driving enforcement activities with funding from CDOT must be in compliance with the current Colorado Standards for Field Sobriety Testing Standards.
- 19) Debarment and Suspension - The applicant certifies, by signature below, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any federal department or agency.
- 20) Restriction on State Lobbying - None of the funds under this program shall be used for any activity specifically designed to urge or influence a state or local legislator to favor or oppose the adoption of any specific legislative proposal pending before any state or local legislative body. Such activities include both direct and indirect e.g., "grassroots" lobbying activities, with one exception. This does not preclude a State official whose salary is supported with NHTSA funds from engaging in direct communications with state or local legislative officials, in accordance with customary state practice, even if such communications urge legislative officials to favor or oppose the adoption of a specific pending legislative proposal.
- 21) Certification Regarding Federal Lobbying - The undersigned certifies, to the best of his or her knowledge and belief, that:
 1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
 2. If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
 3. The undersigned shall require that the language of this certification be included in the award documents for all sub-award at all tiers (including subcontracts, subgrants, and contracts under grant, loans, and cooperative agreements) and that all subrecipients shall certify and disclose accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.
- 22) Federal Funding Accountability and Transparency Act – The State is required to report for each sub-grant awarded as shown below. Contractor agrees to provide the information below upon request for reporting purposes.
 - Name of the entity receiving the award;
 - Amount of the award;
 - Information on the award including transaction type, funding agency, the North American Industry Classification System code or Catalog of Federal Domestic Assistance number (where applicable), program source;

- Location of the entity receiving the award and the primary location of performance under the award, including the city, State, congressional district, and country; and an award title descriptive of the purpose of each funding action;
 - A unique identifier (DUNS);
 - The names and total compensation of the five most highly compensated officers of the entity if-- of the entity receiving the award and of the parent entity of the recipient, should the entity be owned by another entity;
- (i) the entity in the preceding fiscal year received—
- (I) 80 percent or more of its annual gross revenues in Federal awards; and
 - (II) \$25,000,000 or more in annual gross revenues from Federal awards; and
 - (ii) the public does not have access to information about the compensation of the senior executives of the entity through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d)) or section 6104 of the Internal Revenue Code of 1986;

- 23) System For Award Management (SAM) and Universal Identifier Requirements – Requires that the contractor be registered in the SAM.Gov prior to submitting an application or plan; and maintain an active SAM registration with current information at all times during which it has an active Federal award or an application or plan under consideration by an agency.
- 24) Buy American Act - Citation: Public Law 112-141/MAP-21 requires that states comply with the Buy America Act. The undersigned certifies, to the best of his or her knowledge and belief, that: No federal highway grant funds under 23 U.S.C. Chapter 4 will be used to purchase products, unless they are produced in the United States. This prohibition applies to steel, iron, and all manufactured products, unless the Secretary of Transportation has determined that it is appropriate to waive the Buy America Act requirement. There is a threshold of single purchase costing less than \$5,000 that is exempt from the need for a waiver. The Secretary of Transportation may waive the Buy America Act requirement if: 1) the requirements would be inconsistent with the Public Interest 2) the products are not produced in the United States in sufficient and reasonably available quantities and of satisfactory quality and 3) use of the products produced in the United States would increase the overall cost of the project by more than 25 percent.

Reporting Frequency: The Office of Transportation Safety HSO requires three types of reports in conjunction with highway safety projects:

- 1. Quarterly reports during the life of a project;
- 2. A final report at the conclusion of a project. This is to include training and consultant reports, if applicable;
- 3. Annual Report Template (to be provided by CDOT)

These reports keep the HSO informed of a project’s progress, explain any difficulties encountered, provide a background of information that can be passed on to others, suggest ways in which CDOT can assist with the project and aid in distribution of funds.

Quarterly Reports: These are to be submitted quarterly and are due within twenty (20) calendar days after the end of the reporting calendar quarter as follows:

First Quarter:	1 October – 31 December	Report due January 20
Second Quarter:	1 January – 31 March	Report due April 20
Third Quarter:	1 April – 30 June	Report due July 20

If there is no activity during the reporting period, submit a report indicating so. Any original or innovative ideas or methods employed in your project should be incorporated into your reports.

Fourth and Final Report: The fourth quarter and final report can be combined. These are to be submitted within 45 days of contract completion, which is no later than November 15. Final reports are to be detailed and must describe whether the project objectives were accomplished, if technical and fiscal problems were encountered, and what improvements in traffic safety have resulted or probably will result. Included in final reports will be copies of publications, training reports and any statistical data generated in project execution. These final reports should discuss the following:

- 1. Accomplishments compared to the original project objectives;
- 2. Were all activities of the project completed as scheduled? Include dates and milestones when studies were completed; equipment acquired, installed and operated;
- 3. Any unanticipated proceedings that affected the project;
- 4. Funding and costs for completion of the project in relationship to original estimates; and
- 5. Third party performance if applicable. A copy of any consultant reports should be included with the final report.

Annual Report Template: An Annual Report template will be provided to the contractor in late October. The contractor is responsible for providing the requested information and submitting back to HSO. The templates are then used to form the basis of the OTS’s HSO Annual Report.

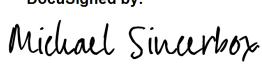
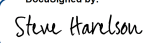
STATE OF COLORADO AMENDMENT (1)

SIGNATURE AND COVER PAGE

State Agency Department of Transportation	Subaward Amendment Number / PO Number 22-HTS-ZL-00005-M0001 / 491002707
Subrecipient CITY OF PUEBLO – PUEBLO POLICE DEPARTMENT	Original Subaward Agreement Number / PO Number 22-HTS-ZL-00005 / 491002707
Amended Subaward Agreement Amount Current Total Encumbered Amount \$150,000.00	Subaward Agreement Performance Beginning Date October 01, 2021
	Amended Agreement Expiration Date September 30, 2023
	Amended Fund Expenditure End Date September 30, 2023

THE PARTIES HERETO HAVE EXECUTED THIS AMENDMENT

Each person signing this Amendment represents and warrants that he or she is duly authorized to execute this Amendment and to bind the Party authorizing his or her signature.

SUBRECIPIENT CITY OF PUEBLO DocuSigned by:  E162CDB192C04C0... By: , Michael Sincerbox Date: <u>8/16/2022</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director DocuSigned by:  AB4C0B01642B42E... Stephen Harelson, P.E., Chief Engineer Date: <u>8/16/2022</u>
In accordance with §24-30-202 C.R.S., this Amendment is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  BDA801C5CEAC478 By: _____ Department of Transportation Effective Date: <u>8/16/2022</u>	

1) PARTIES

This Amendment (the “Amendment”) to the Original Subaward shown on the Signature and Cover Page for this Amendment (the “Subaward”) is entered into by and between the Subrecipient, and the State.

2) TERMINOLOGY

Except as specifically modified by this Amendment, all terms used in this Amendment that are defined in the Subaward shall be construed and interpreted in accordance with the Subaward.

3) EFFECTIVE DATE AND ENFORCEABILITY**A. Amendment Effective Date**

This Amendment shall not be valid or enforceable until the Amendment Effective Date shown on the Signature and Cover Page for this Amendment. The State shall not be bound by any provision of this Amendment before that Amendment Effective Date, and shall have no obligation to pay Subrecipient for any Work performed or expense incurred under this Amendment either before or after of the Amendment term shown in **§3.B** of this Amendment

B. Amendment Term

The Parties’ respective performances under this Amendment and the changes to the Subaward contained herein shall commence on the Amendment Effective Date shown on the Signature and Cover Page for this Amendment and shall terminate on the termination of the Subaward.

4) PURPOSE

The purpose for this Amendment is to add funds, extend the agreement, and revise Exhibit A - Statement of Work and Budget as described in Section 5.

5) MODIFICATIONS

The Subaward and all prior amendments thereto, if any, are modified as follows:

A. The Subaward Agreement Amount on the Subaward Agreement’s Cover Page is hereby deleted and replaced with the Amended Subaward Agreement Amount (Current Total Encumbered Amount) shown on the Signature and Cover Page for this Amendment.

B. The Initial Agreement Expiration Date on the Subaward Agreement’s Cover Page is hereby deleted and replaced with the Amended Agreement Expiration Date shown on the Signature and Cover Page for this Amendment.

C. The Fund Expenditure End Date on the Subaward Agreement’s Cover Page is hereby deleted and replaced with the Amended Fund Expenditure End Date shown on the Signature and Cover Page for this Amendment.

D. Exhibit A is hereby deleted and replaced with Exhibit A.1.

E. All references to Exhibit A in the Subaward and any amendments are hereby deleted in its entirety and replaced with Exhibit A.1.

6) LIMITS OF EFFECT

This Amendment is incorporated by reference into the Subaward, and the Subaward and all prior amendments or other modifications to the Subaward, if any, remain in full force and effect except as specifically modified in this Amendment. Except for the Special Provisions contained in the Subaward, in the event of any conflict, inconsistency, variance, or contradiction between the provisions of this Amendment and any of the provisions of the Subaward or any prior modification to the Subaward, the provisions of this Amendment shall in all respects supersede, govern, and control. The provisions of this Amendment shall only supersede, govern, and control over the Special Provisions contained in the Subaward to the extent that this Amendment specifically modifies those Special Provisions.

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EXHIBIT A.1, STATEMENT OF WORK AND BUDGET**Action Plan****Pueblo Police Department
A Step Towards Reducing Traffic Fatalities
23NHTSA402.0204/UEI: NJK3BNUDRHJ7****Description**

This Action Plan is for development and execution of Speed Enforcement in the City of Pueblo.

The grantee shall provide the Work through a grant at the prices and rates specified in this Action Plan. The budget will be within 10% in year 2 and 3 as it was planned in year 1. The planned activities noted below will be similar in years 2 and 3. If option to extend agreement is executed.

Grantees Responsibilities

The grantee will provide the following types of services under this Contract:

The grantee will implement activities to decrease the number of speed related fatality accidents in the City of Pueblo by:

1. Conduct targeted speed enforcement in the locations with frequent fatal/injury accidents.
2. The Pueblo PD will develop written deployment plans for targeted speed enforcement at frequent fatal/injury accident locations as determined by review of current accident data.
3. The Pueblo PD will conduct speed enforcement at designated locations, dates, and times as defined in the deployment plan.
4. Conduct semi-annual traffic safety seminars in each of the four local high schools in an effort to target high-risk teen drivers.
5. Evaluation indicators for grant year one will entail the number of enforcement hours, the number of traffic citations issued, number of traffic citations, the number of violations cited, the number and type of media communications.

If applicable, and in accordance with 23 CFR Part 1300 Appendix C, the accepting agency, as a representative of its political subdivision, requests the benefit of the CDOT Highway Safety Office's coordination of paid media, traffic safety marketing, and law enforcement liaison assistance to change driver behavior. The CDOT Highway Safety Office coordinates these activities Statewide to complement the initiatives outlined in your Scope of Work. These efforts include local jurisdictions and will be coordinated statewide.

By signing this contract, the project director signifies their understanding and approves the use of these activities within their jurisdiction.

FY 2022

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals:	\$0.00	Operating Expenses Totals:	\$0.00
Hourly Employee Totals:	\$75,000.00	Contractual Services Totals:	\$0.00
Fringe Benefit Costs Totals:	\$0.00	Travel Expenses Totals:	\$0.00
Capital Equipment Totals:	\$0.00		

Subtotal Before Indirect Costs: \$75,000.00

Indirect Rate:

Indirect Cost Totals: \$0.00

Budget Total: \$75,000.00

Name of Position		Salary Type	Monthly Salary Amount		Number of Months	Total
Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)	Number of Months	Total
Officer	Overtime Rate	\$50.00	125.00	\$6,250.00	12.00	\$75,000.00
Description	Total Monthly Fringe Costs		Number of Months		Total	

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Total
Description	Monthly Miles	Number of Months	Cost per Mile	Total
Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Total

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Total
Description	Number of Units	Cost Per Unit	Total
Description	Indirect Rate	Subtotal Before Indirect Costs	Total

Section 2 of 3 and Section 3 of 3 intentionally left blank.

FY 2023

Budget (Section 1 of 3)

Budget Summary

Personnel Services Totals:	\$0.00	Operating Expenses Totals:	\$0.00
Hourly Employee Totals:	\$75,000.00	Contractual Services Totals:	\$0.00
Fringe Benefit Costs Totals:	\$0.00	Travel Expenses Totals:	\$0.00
Capital Equipment Totals:	\$0.00		

Subtotal Before Indirect Costs: \$75,000.00

Indirect Rate:

Indirect Cost Totals: \$0.00

Budget Total: \$75,000.00

Name of Position		Salary Type		Monthly Salary Amount		Number of Months		Total
Name of Position	Hourly Employee Rate Type	Pay Rate	Time Hours per Month	Total Pay per Month (Time Rate * Time Hours per Month)		Number of Months		Total
Officer	Overtime Rate	\$50.00	125.00	\$6,250.00		12.00		\$75,000.00
Description		Total Monthly Fringe Costs		Number of Months		Total		

Budget (Section 2 of 3)

Description	Operating Expense Type	Monthly Cost/Cost per Unit	Number of Months/Units	Total
Description	Monthly Miles	Number of Months	Cost per Mile	Total
Contractor	Planned Hours per Month	Number of Months	Time Rate per Hour	Total

Budget (Section 3 of 3)

Description	Number of Persons	Travel Cost Per Person	Total
Description	Number of Units	Cost Per Unit	Total
Description	Indirect Rate	Subtotal Before Indirect Costs	Total

Section 2 of 3 and Section 3 of 3 intentionally left blank.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BREGAR GOLF, LLC, RELATING TO THE ELMWOOD GOLF COURSE RESTAURANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance would approve Amendment No. 1 to the Elmwood Golf Course Restaurant Management Agreement to allow for restaurant repairs and improvements to be accepted by the City in lieu of rent, subject to terms and conditions.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On January 1, 2021, Elmwood Golf Course Manager Randal Bregar entered into an agreement between the City of Pueblo and Bregar Golf, LLC for the operation and management of the Elmwood Golf Course Restaurant. The leased premises required extensive work in order to bring up to building and health department codes before opening in the Spring of 2021. Randal Bregar and his team completed these renovations by the end of the summer.

In addition to the required restaurant renovations, the City-owned walk-in cooler was in need of repairs in order to remain functional. Those repairs were completed in early 2022.

On March 21, 2022, Mr. Bregar submitted a request to Parks and Recreation for a 2022 in-kind restaurant rent credit for the amount Bregar Golf, LLC spent on the restaurant renovations and the cost of the walk-in cooler repairs.

FINANCIAL IMPLICATIONS:

The Golf Course Enterprise would not collect 2022 restaurant rent in lieu of equal value

to the restaurant renovation and equipment repair that was paid for by Bregar Golf, LLC. The cost for the project is \$13,762.06.

BOARD/COMMISSION RECOMMENDATION:

The Golf Course Enterprise Citizens' Advisory Committee recommends approval of this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Should the Council choose not to approve the request, Golf Enterprise will be required to reimburse Bregar Golf, LLC for the renovation and equipment repair expenses.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Amendment No. 1
2. Elmwood GC Restaurant Lease Forgiveness Request - Bregar Golf, LLC
3. Elmwood GC Restaurant Lease Forgiveness Receipts Spreadsheet

ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO. 1 TO THE LEASE AND MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BREGAR GOLF, LLC, RELATING TO THE ELMWOOD GOLF COURSE RESTAURANT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo and Bregar Golf, LLC entered into the Lease and Management Agreement dated January 1, 2021 ("Lease") under which the City granted Bregar Golf, LLC the exclusive right to occupy, use, and operate the food and beverage operations within the Restaurant and Lounge of the Elmwood Golf Course clubhouse; and

WHEREAS, City and Bregar Golf, LLC desire to amend the terms of said Lease and Management Agreement; NOW, THEREFORE,

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

SECTION 1.

Amendment No. 1 to the Lease and Management Agreement between the City of Pueblo, a Municipal Corporation, and Bregar Golf, LLC, a Colorado Corporation, for Certain Premises at Elmwood Golf Course, attached hereto and having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute and deliver said Amendment 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 and the attached Lease and Management Agreement to implement the transactions, 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

**AMENDMENT NO. 1 TO THE
LEASE AND MANAGEMENT AGREEMENT**

THIS AMENDMENT NO. 1 ("Amendment") to the Lease and Management Agreement is made and entered into this _____ day of _____, 2022 by and between the City of Pueblo, a Municipal Corporation ("City") and Bregar Golf, LLC, a Colorado limited liability corporation ("Manager").

WHEREAS, City and Manager entered into the Lease and Management Agreement dated January 1, 2021 (the "Lease") under which the City granted Manager the exclusive right to occupy, use, and operate the food and beverage operations within the Restaurant and Lounge of the Elmwood Golf Course clubhouse; and

WHEREAS, the Leased Premises and walk-in cooler required repair; and

WHEREAS, Manager repaired the walk-in cooler and made improvements to the Leased Premises, and City is willing to accept said repair and improvements in lieu of rent, subject to the terms and conditions of the Lease hereby modified.

NOW, THEREFORE, in consideration of the foregoing and the terms and conditions set forth herein, the parties agree as follows:

1. Manager shall submit invoices and receipts for the repair of the walk-in cooler and all improvements to the Leased Premises, which shall be attached hereto in Exhibit A. Manager shall pay for all costs of repair, purchase, and replacement, including all necessary installation. City shall not be liable for any associated cost. All items purchased and installed by Manager shall be tagged with City identification and shall become and remain the property of the City. Manager shall provide any other documentation requested by City immediately upon request. Failure by Manager to produce the requested documentation shall constitute a material breach for which City may immediately upon notice terminate this Amendment and charge rent for the Waived Months (later defined).
2. Manager shall make any additional repairs or improvements necessitated by the installation of equipment and improvements to the Leased Premises, including repairs to the surrounding walls, flooring, water lines, and electrical connections. All repairs and improvements shall be in keeping with that surrounding portion of the premises, including paint colors and types of flooring, and shall be at the sole cost of the Manager.
3. Manager guarantees and warrants that all work was completed by a certified contractor licensed with the State of Colorado. All work shall be inspected by Pueblo Regional Building, the Pueblo Department of Public Health and Environment, and any other required governmental agencies. Manager shall obtain

warranties for the installed equipment and improvements and shall provide a copy of said warranties to City.

4. Only the improvements to the Leased Premises attached in Exhibit A have received approval from City. All installed equipment and fixtures, and the additions, changes, and improvements made to the Leased Premises, shall become the property of the City upon their installation and completion. Manager shall maintain and repair the equipment and improvements in accordance with the terms of the Lease and all warranties.
5. In consideration for Manager making the improvements and repairs detailed herein, City shall waive \$13,762.06 of rent ("Waived Rent") required under the Lease for the months of October 2022 through January 2023 ("Waived Months"). The difference between the scheduled rent of \$14,000.00 for the Waived Months and the Waived Rent of \$13,762.06 is \$237.94 ("Rent Difference"). The Rent Difference and the scheduled annual increase in rent beginning January 1, 2023 shall remain due as rent in January 2023. Waiver of rent shall not excuse Manager from payment of applicable fees or taxes, nor affect the calculation of rent in future months. Should Manager fail to make improvements and repairs in a timely manner, as determined by City in its sole and absolute discretion, City may upon notice to Manager forego any waiver and charge rent for the Waived Months. Said rent shall be immediately due upon notice without offset or deduction.
6. Should the Lease or this Amendment be terminated by either party or expire prior to completion of the Waived Months, City shall not be liable to Manager for any amounts of waived rent or costs associated with the replacements and improvements made to the Leased Premises.
7. Manager shall indemnify, defend and hold harmless the City and its officers, employees, and agents 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, contract, statute, violation of civil rights, or any other legal theory, for any physical injury, psychological injury, death, property damage, or loss that may be related to or caused by the installation of equipment or making of improvements by Manager or its contractor to the Leased Premises, including claims of nonpayment or breach of contract by Manager's contractor. All work to the Leased Premises shall be adequately insured by Manager or Manager's contractor.
8. Except as expressly modified by this Amendment, the Lease shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Lease by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Lease as it existed prior to this Amendment.

IN WITNESS WHEREOF, Manager and City have executed this Amendment as of the date first written above.

ATTEST:

CITY OF PUEBLO,
a Municipal Corporation

City Clerk

By _____
Nicholas A. Gradisar, Mayor

APPROVED AS TO FORM:

City Attorney

BREGAR GOLF, LLC, a Colorado limited
liability corporation

By _____
Randal L. Bregar, President

Exhibit A
Invoices and Receipts

Bregar Golf, LLC
Elmwood Golf Course
3900 Thatcher Ave.
Pueblo, CO 81005

March 21, 2022

Parks and Recreation Office
800 Goodnight Ave.
Pueblo, CO 81005

Attn: Steven Meier

Here are the specific numbers we spoke about for the specific updates and repairs needed for the restaurant at Elmwood. (The Clubhouse @ Elmwood)

The restaurant renovations were a success as our new restaurant purveyors, Only Fresh Concepts, have done a remarkable job of updating the look and fresh feel in the restaurant. Nothing but positive feedback has been heard since the construction was completed.

The second piece is the repair of the basement walk-in cooler, owned by the City of Pueblo, in need to store beverages and food for the restaurant.

The agreement was for Only Fresh Concepts to pay for the updates and repairs and be reimbursed as lease credit until the total is used.

Restaurant Construction - ~~\$9,967.90~~ **\$9,462.06**

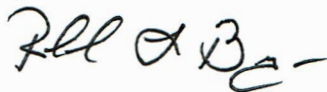
Walk-In Cooler Repair - \$4,300.00

Total - ~~\$14,267.90~~ **\$13,762.06** (See attached receipt spreadsheet - MCS 08.30.22)

I am in possession of all receipts/quotes for your review.

Please provide your approval to proceed as indicated.

Thank you,



Randal Bregar
Director of Golf
Elmwood Golf Course

EW Restaurant Lease Forgiveness Documentation FY2021 - Receipts_06.07.2022_UPDATED 08.30.22

Randal Bregar, Director of Golf and Restaurant Operations
Elmwood Golf Course

Per Lease and Management Agreement for Restaurant Remises at Elmwood Golf Course dated January 1, 2021

Section 7(b)(1) through (4), page 4. CITY TO PROVIDE CERTAIN CAPITAL

(b) 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 City for the capital expenses prior to incurring any expenses; and
- (2) Manager provides a detailed proposal to the City describing the equipment and furniture to be purchased, the reason the purchase is necessary, and an estimate of costs for the equipment and furniture; and
- (3) The capital expenses are incurred only for restaurant related equipment and furniture delivered to and used solely at the Leased Premises; and
- (4) Receipts for all purchases are provided immediately after the purchases are made.

RESTAURANT RENOVATION

			DATE	PURCHASE		
	VENDOR	RECEIPT #	ITEM DESCRIPTION	PURCHASED	AMT	COMMENTS
1	LOWES	4246608	Key and trash bin	2/13/2021	\$79.30	Replacement key for bar closet, demo trash bins
2	LOWES	22446933	Anchor, trim, studs, frp trim	2/13/2021	\$554.04	Materials for service station and backroom wall repair
3	LOWES	7328493	Drywall blade, trim, frp	2/14/2021	\$84.83	Materials for service station and backroom wall repair
4	LOWES	7933824	Degreaser	2/21/2021	\$2.67	Degreaser for clogged hood vent
5	LOWES	88046767	PVC pipe, drywall, mud	2/22/2021	\$75.52	Pipe for ice machine drain, drywall side station
6	ASHLEY	a529264	Spackling	2/27/2021	\$6.99	Repair wall and trim dings
7	LOWES	88462597	Paint prep, cleaner, mask	2/27/2021	\$197.16	Wall prep sander, cleaner, tape main dining room
8	LOWES	755890	Electric wall plates	2/28/2021	\$27.59	Replacement for hall wall plates
9	SHERWIN	8983-8	Paint, caulk, mask	3/1/2021	\$268.34	Paneling paint
10	LOWES	31730817	Address numbers	3/2/2021	\$57.14	Replace and correct address
11	LOWES	4147734	Fasteners	3/7/2021	\$5.51	Nuts & bolts for LED lights in backroom
12	LOWES	49137518	Extension SP	3/7/2021	\$10.70	
13	LOWES	2687872	Backer, trim, recept	3/13/2021	\$153.11	Wall repair storage room
14	LOWES	2666645	Backer, trim, mdf	3/13/2021	\$221.72	Wall repair storage room
15	SHERWIN	9561-1	Paint, caulk, mask	3/13/2021	\$33.36	Wall painting
16	LOWES		Electrical plates	3/14/2021	\$13.30	Wall plate replacement
17	LOWES	42741299	Wall plate	3/14/2021	\$3.64	Wall plate replacement
18	LOWES	2745522	Backer, trim, mdf	3/14/2021	\$194.98	Wall repair
19	LOWES	2724081	Backer, trim, mdf	3/25/2021	\$324.03	Wall repair
20	LOWES	42698239	Fbtd	3/25/2021	\$115.67	Kitchen and service wall
21	LOWES	41950911	Lighting fixture and bulb	3/28/2021	\$14.27	Repair broken bar light fixture
22	LOWES	17245850	Wall lumber	3/31/2021	\$82.74	West wall frame
23	LOWES	888648502	Wall board, adhesive	4/5/2021	\$245.89	Wall paneling dining room
24	LOWES	2363507	Wall and paint materials	4/13/2021	\$115.23	Paint and wall repair dining room
25	HM DPT	38317	Floor epoxy and tool	2/3/2021	\$210.16	Bar and side station, sealer, finish and applicator
26	HM DPT	62240	Plumbing fixture	2/14/2021	\$36.21	Bar three sink repair
27	HM DPT	52319	Paint supplies	2/16/2021	\$134.59	Floor and wall coverings
28	HM DPT	59040	Wet vac, wall fastener, floor strip	2/17/2021	\$238.73	Repair of cracked and peeling vinyl floor, cleanup
29	HM DPT	47515	Adhesive, degreaser, base	2/18/2021	\$111.48	Cracked water valve, cleaner for hoods, wall base replace
30	HM DPT	55163	Sink strainer replacement	2/18/2021	\$18.07	
31	HM DPT	70102	Floor repair, plumbing	2/21/2021	\$313.23	Repair of cracked & peeling vinyl flooring, plumbing
32	HM DPT	68629	Floor drain pipe and repair	2/22/2021	\$38.84	Leaking and clogged floor drains out of code
33	HM DPT	72058	Wall paint	2/23/2021	\$24.66	Brick wall paint
34	HM DPT	73825	Drywall materials, ice machine drain pipe	2/24/2021	\$91.77	West service wall repair
35	HM DPT	68566	Floor drain fitting, wall sealer	3/3/2021	\$44.59	Leaking and clogged floor drains out of code
36	HM DPT	69188	Wood trim, wall stripping	3/4/2021	\$334.18	Stripping of wall debris and peeling drywall
37	HM DPT	84963	Kitchen connector, cleaning	3/13/2021	\$27.89	Hot wells heavily corroded and leaking
38	HM DPT	88824	Led tape, bit and strainer	3/16/2021	\$93.15	Leaking sink drain, repair, broken light fixture
39	HM DPT	9020	Led tape, light switches	3/16/2021	\$65.99	Light repair and main hallway switch repair
40	HM DPT	27022	Floor epoxy, TV mount	3/25/2021	\$47.83	Floor patch, rehang TV out of code
41	HM DPT	20132	TV hangers	3/31/2021	\$84.47	Rehang TVs that were out of code
42	SHERWIN	7246	Paint	3/00/21	\$171.08	Paint - Receipt says, "BILL TO CO STATE HOSPITAL"
43	SHERWIN	9024-0	Paint	3/2/2021	\$163.87	Paint - Receipt says, "BILL TO CO STATE HOSPITAL"
44	SHERWIN	9337-6	Paint	3/8/2021	\$31.42	Paint - Receipt says, "BILL TO CO STATE HOSPITAL"
45	SHERWIN	0700-4	Paint	4/7/2021	\$394.35	Paint - Receipt says "BILL TO CO STATE HOSPITAL"
46	LOWES	12707203	Electrical switch	1/3/2021	\$167.83	Wiring to replace code violations

EW Restaurant Lease Forgiveness Documentation FY2021 - Receipts_06.07.2022_UPDATED 08.30.22

VENDOR	RECEIPT #	ITEM DESCRIPTION	DATE PURCHASED	PURCHASE AMT	COMMENTS
47 LOWES	5739825	Supplies	2/7/2021	\$108.27	Floor prep, cooler repair, lighting repair, plumbing
48 LOWES	6906459	Service station	2/9/2021	\$24.23	Repair loose service station shelving / broken light
49 LOWES	5891716	Floor stain cleaner	2/9/2021	\$15.39	Bar floor repair holes and chips
50 LOWES	88065642	Wall repair supply	2/11/2021	\$262.83	Panel board and adhesive
51 LOWES	7954427	Plumbing kitchen	2/21/2021	\$41.19	Connectors and fasteners kitchen wall
52 LOWES	6947699	Plumbing kitchen	2/21/2021	\$100.00	Connectors and fasteners kitchen wall
53 LOWES	5926490	Plumbing	2/21/2021	\$260.64	Plumbing supplies to fix service station water service
55 LOWES	5123030	Diamond bits	2/23/2021	\$53.76	Reroute plumbing to ice machine per Regional Building
56 LOWES	6132513	Plumbing lines	2/23/2021	\$34.97	Plumbing line ice machine
57 LOWES	6280153	Plumbing / wall	2/25/2021	\$76.91	Drain pipe, wall adhesive
58 LOWES	6730541	Paint supplies	3/2/2021	\$39.73	
59 LOWES	88906438	Wall covering	3/4/2021	\$674.93	Paneling, lumber, and adhesive
60 LOWES	5988496	Plumbing kitchen	3/5/2021	\$60.23	Connectors and hose for kitchen wall
61 LOWES	5065103	Wall tool	3/6/2021	\$23.65	Caulk gun
62 LOWES	6064918	Wall adhesive	3/6/2021	\$122.66	Panel board glue
63 LOWES	6157570	Gas piping	3/7/2021	\$67.95	Piping & anchors for kitchen gas lines per Regional
64 LOWES	88409594	Wall covering	3/10/2021	\$336.29	Paneling, lumber, fasteners for wall repair
65 LOWES	5600744	Plumbing kitchen	3/12/2021	\$42.93	Replace leaking fitting hose
66 LOWES	6909600	Electrical	3/16/2021	\$245.09	Wire, connectors, and boxes to conceal wiring
67 LOWES	6013041	Paint supplies	3/17/2021	\$103.81	Tape, roller, floor prep, plumbing connectors
68 LOWES	5029926	Plumbing and electrical	3/17/2021	\$109.99	TV hanger, electrical boxes, and plumbing fittings
69 LOWES	88892280	Wall covering	3/27/2021	\$45.11	Panel board and hanging screws
70 LOWES	88883949	Nickle piano hinge	3/27/2021	\$21.96	Hinge to repair breaker box doors
71 LOWES	88883500	Wall paneling	3/27/2021	\$302.65	Panel board, adhesive, fasteners
72 LOWES	5670138	Titan screws	4/5/2021	\$22.36	Wall fasteners
73 LOWES	7049647	Electrical switch	4/21/2021	\$27.46	Wiring and light switch repair main hallway
74 LOWES	5726472	Lighting repair	4/29/2021	\$129.15	Bulbs for broken, upgrade LED
75 LOWES	6687067	Wall hangings	5/10/2021	\$37.98	Wall covering fixture hooks and hangers
76 LOWES	5537015	Plumbing fixture	5/20/2021	\$29.76	Plumbing fittings service station
77 LOWES	7150272	Electrical	5/27/2021	\$175.99	Replace TV hangers, conceal power and cable wires
78 LOWES	12481591	Electrical	7/16/2021	\$78.98	Wire for outlets
79 LOWES	12481591	Electrical	7/16/2021	\$7.98	Wire ties
XX LOWES	3535613	Wall repair	2/28/2021	\$45.11	Edge razor, scraper, drywall
				\$9,462.06	

WALK-IN COOLER REPAIR

XX THUNDER CONSTRUCTION	Walk-In Cooler Repair	\$4,300.00	Replace condenser, electric work, add refrigerant
Receipt is dated 2/28/2022		\$4,300.00	

\$13,762.06



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO CORPORATE COLLEGE, A DIVISION OF PUEBLO COMMUNITY COLLEGE, ("PCC") AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, FOR USE OF A PARKING LOT AT THE PUEBLO MEMORIAL AIRPORT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

An Agreement between Pueblo Corporate College, a division of Pueblo Community College, ("PCC") and the City of Pueblo, allowing PCC to use a parking lot in the Pueblo Memorial Airport Industrial Park, is attached for City Council's consideration.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Pueblo Corporate College provides Commercial Driver's License (CDL) training to its students and needs a parking lot to perform practical training. The City owns a parking lot located southeast of the Pueblo Memorial Airport Terminal, north of Walt Basset Avenue, between Keeler Parkway and Cherokee Lane, within the Pueblo Memorial Airport Industrial Park, Pueblo County, Colorado, (the "City Facilities") which is not always in use and is available for use by PCC.

FINANCIAL IMPLICATIONS:

In consideration for the City allowing PCC use of the City's parking lot, PCC will provide complete CDL training of up to eight (8) City employees at fifty percent (50%) of the regular rate. No other fees or charges will be paid by City. Additionally, all City employees applying for or undergoing training will have priority over other applicants for said training.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, PCC will not be allowed to use the City's parking lot and the City will not receive a discount for training its employees who need CDL training.

RECOMMENDATION:

The Department of Aviation recommends the passage of this Ordinance.

ATTACHMENTS:

1. Pueblo Community College 2022 09 26 LEASE

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO CORPORATE COLLEGE, A DIVISION OF PUEBLO COMMUNITY COLLEGE, ("PCC") AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, FOR USE OF A PARKING LOT AT THE PUEBLO MEMORIAL AIRPORT, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, Pueblo Corporate College, a division of Pueblo Community College, ("PCC") provides Commercial Driver's License (CDL) training to students; and

WHEREAS, the City owns a parking lot normally used for public parking which is not always in use and may be available for use by PCC; NOW, THEREFORE,

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

SECTION 1.

The Agreement for Use of Pueblo Parking Lot ("Agreement") by and between the City of Pueblo, a Municipal Corporation, and Pueblo Corporate College, a division of Pueblo Community College, relating to the use of a City parking lot for the purpose of providing Commercial Driver's License training to PCC students, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement on behalf of Pueblo, a Municipal Corporation, and the City Clerk shall affix the Seal of the City thereto and attest the same.

SECTION 3.

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

**AGREEMENT
FOR
USE OF PUEBLO PARKING LOT**

THIS AGREEMENT (“Agreement”) is made and entered into as of the ____ day of _____, 2022 (the “Effective Date”) by and between Pueblo Corporate College, a division of Pueblo Community College (“PCC”), with an address of 900 W. Orman Avenue, Pueblo, Colorado 81004, (hereinafter referred to as “Permittee”) and the City of Pueblo, a Municipal Corporation, with an address of 1 City Hall Place, Pueblo, Colorado 81003 (hereinafter referred to as “City”).

WHEREAS, Permittee provides Commercial Driver’s License (“CDL”) training and testing to its students (collectively “Students”) within Pueblo County, Colorado; and

WHEREAS, City owns a parking lot located southeast of the Pueblo Memorial Airport Terminal, north of Walt Basset Avenue, between Keeler Parkway and Cherokee Lane, within the Pueblo Memorial Airport Industrial Park, Pueblo County, Colorado, (the “City Facilities”) which are not always in use and are available for use by Permittee; and

WHEREAS, Permittee desires use of the City Facilities in connection with the CDL training it provides to Students; and

WHEREAS, City is willing, subject to the conditions set forth in this Agreement, to allow Permittee to use the City Facilities, as coordinated by the City, to provide CDL training to its Students.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties agree as follows:

1. Subject to the terms, conditions, and requirements of this Agreement, City will allow Permittee and its Students non-exclusive access to and use of the City Facilities, at times and locations designated by the Director of Aviation, when such facilities are not otherwise scheduled for or in use by City or others. As between Permittee and third parties, Permittee will be given priority for scheduling access to the City Facilities.

2. The term of this Agreement shall commence on the Effective Date and proceed for the term of one year. This Agreement shall automatically renew on a yearly basis, unless a party provides written notice of its intent not to renew at least thirty (30) days prior to the end of the then current term. Either party may terminate this Agreement upon thirty (30) days prior written notice to the other party. The provisions of sections 3, 16, 17, 19, 21, 22, 23, and 25 shall survive the expiration or termination of this Agreement.

3. It is understood and agreed that City hereby reserves all rights to control and manage City Facilities and to enforce all necessary and proper rules for the management and operation of the same and for its authorized representatives to enter the facilities at any time. City also reserves the right, but not the duty, through its duly appointed representatives, to eject any objectionable persons from the premises and Permittee hereby waives any and all claims for

damages against City and any and all of its agents or employees resulting from the exercise of this authority.

4. Permittee shall not pay City a fee or charge for use of the City Facilities. Instead, Permittee will provide CDL training to City employees at a reduced rate as set forth below.

5. In consideration for City allowing Permittee to use the City Facilities pursuant to this Agreement, each year Permittee shall provide complete CDL training of up to eight (8) City employees at fifty percent (50%) of the regular rate. No other fees or charges will be paid by City. Additionally, all City employees applying for or undergoing Permittee's training will have priority over other applicants for said training, but in no event shall a City employee displace another applicant who has already registered and paid for the training. Should this Agreement be terminated by the Permittee prior to City employees completing their CDL training, Permittee shall issue a pro-rata refund to City for the unfinished training.

6. Permittee shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount, for actual training rendered. Such applications shall be submitted with appropriate documentation showing that such training has been performed. Thereafter, City shall pay Permittee for the amount of the application within forty-five (45) days of the date of billing, provided that sufficient documentation has been furnished. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, or similar expenses.

7. The CDL training provided by Permittee to City employees shall include at a minimum education sufficient to meet Federal Motor Carrier Safety Administration ("FMCSA") regulations, including but not limited to Entry Level Driver Training ("ELDT") with Theory Training and Behind-The-Wheel ("BTW") Range and Road Training. All CDL training for City employees shall be provided within twelve (12) months from the Effective Date, at the times and locations designated by City and agreed upon by Permittee.

8. Permittee shall use City Facilities in a careful, safe, and proper manner and not permit or maintain any damage, nuisance, or waste in, on, or about City Facilities. Permittee shall monitor its employees and Students and their use of the City Facilities to ensure that they use the same in a careful, safe, and proper manner in compliance with this Agreement. Permittee will be responsible for damages to City Facilities caused by Permittee, its officers, employees, agents, invitees, and students, not to include ordinary wear and tear.

9. Permittee shall maintain the City Facilities in accordance with the requirements and regulations of City. Permittee shall be responsible for all costs, fees, charges, and penalties associated with the discharge or release of any hazardous material (including petroleum products). Permittee shall be responsible for the containment or removal of any contamination or hazardous material (including petroleum products) on, over or under the City Facilities, which is caused by Permittee, its officers, agents, employees, contractors, or Students. The storage and accumulation of fuel, flammables, explosive liquids or solids, waste, debris, or other hazardous materials within or on the City Facilities or adjacent grounds is expressly prohibited without prior written consent from the Director of Aviation.

10. Except for damage caused by Permittee or its students, City shall maintain the City Facilities, to include pavement maintenance, painted markings, and other such activities necessary to maintain said areas. At no time shall the City permit excessive accumulation of snow, dirt, or other debris be piled or stored on public areas while in use by or being supervised by Permittee. Permittee may request snow removal to be done by City personnel at no additional cost when City personnel are available. Permittee is not responsible for snow removal on the City Facilities. Should Permittee make changes to the City Facilities, including painting the pavement for testing purposes or building temporary obstacles, upon termination of this Agreement Permittee shall at its sole cost and expense remove any and all changes to the City Facilities and restore them to their original state or as desired by City. No permanent alteration of City Facilities shall be made by Permittee except with the prior written approval of City.

11. Notwithstanding the foregoing, City will at its own expense restripe the selected lots in the manner designated by Permittee. The City will only be required to repaint or restripe the parking lots when it has sufficient funds budgeted and appropriated for said purpose, and no more than once every two years. City will also explore options to repave the selected parking lots to better facilitate Permittee's use, but any such repaving of the parking lots is subject to sufficient funds being budgeted and appropriated for the purpose.

12. City shall have the right to enter the City Facilities at any time for the purposes of repairing, replacing, and/or maintaining the property. City maintains all rights of entry under law, and its right to enter the City Facilities at any time.

13. Permittee shall at all times have an experienced and qualified training instructor physically present and directly supervising Students when Students are upon City Facilities and when trucks and equipment are being used or demonstrated. It shall be the responsibility of Permittee, and not of City, to ensure Students are provided with all appropriate safety instruction, equipment, and training on the operation and use of trucks and equipment prior to any handling or use of same. Additionally, prior to the first entry upon City Facilities, Permittee shall require all of its employees and Students who are to enter upon City Facilities to sign a Release of Liability Agreement on the form attached hereto as Exhibit "A" (the "Release"). Permittee shall keep a record of all signed Releases during the term of this Agreement and for at least three (3) years thereafter. Permittee shall immediately provide copies of all Releases to City upon request.

14. Under no circumstances will Permittee's employees or non-City Students be permitted to drive City's vehicles, nor act as City personnel or representatives.

15. Permittee, as an entity of the State of Colorado, is entitled to certain immunities under Colorado law, including the Colorado Governmental Immunity Act, C.R.S. §§ 24-10-101, et seq., and is self-insured for \$424,000 per person and \$1,195,000 per occurrence as more fully set forth in Risk Management laws, C.R.S. §§ 24-30-1501, et seq. The parties agree that such insurance shall satisfy all insurance requirements of this Agreement except as otherwise specified herein. Permittee shall furnish to City upon request, in a form satisfactory to City, a copy of said policies or certificates that such insurance has been issued.

16. Permittee agrees to pay promptly when due all taxes, fees, or charges of whatever nature applicable to its conducting of business and to obtain all licenses and permits, whether municipal, state, or federal, required for the usage herein permitted, and further agrees to furnish City, upon request, duplicate receipts or other satisfactory evidence showing the prompt payment of all taxes, fees, and charges, and showing that all required licenses and permits are in effect. The City shall have no fiscal obligations to Permittee, its employees, or Students under this Agreement, except for payments to Permittee pursuant to section 5 hereof.

17. This Agreement is not intended to, nor shall it create, any duty to any Student or Permittee employee, or any other person, firm, or entity with regards to the provision of facilities or equipment by City, nor security, level of safety, or activities undertaken by City's employees or conditions resulting therefrom. No Student, Permittee employee, or other person, firm or entity shall be granted or have any private right of action, claim, or civil liability remedy against the City, or its respective officers, employees, or agents, by virtue of this Agreement. Nothing in this Agreement shall be construed to create any liability, or to waive any of the immunities, limitations on liability or other provisions of the Governmental Immunity Act, §24-10-101 et seq., C.R.S., or to waive any immunities or limitations on liability otherwise available to the City or Permittee, their officers, employees, or agents.

18. This Agreement constitutes the entire agreement between the parties, and supersedes all prior and contemporaneous agreements, representations, and understandings of the parties. No modification of this Agreement, and no waiver of any of the Agreement's provisions or conditions, shall be binding unless made by written document signed by the parties. Any delegation or assignment of this Agreement by either party, without the prior written consent of the other party, shall be void. 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.

19. Permittee acknowledges that the use of the City Facilities presents inherent dangers and that use of trucks and equipment presents inherent risks. Permittee acknowledges that it has inspected City Facilities and finds them suitable for its intended use. The use by Permittee, its Students, and employees of the City Facilities is "AS IS" and "WITH ALL FAULTS" and in its existing condition, whatever that may be. NO REPRESENTATION OR WARRANTY OF ANY KIND, EXPRESS OR IMPLIED, IS MADE BY THE CITY CONCERNING THE SAFETY, USABILITY, OR FITNESS FOR ANY PURPOSE OF THE CITY FACILITIES FURNISHED HEREUNDER, AND CITY EXPRESSLY DISCLAIMS ANY AND ALL SUCH WARRANTIES. Permittee agrees that City shall have no obligation to upgrade, repair, resurface, or maintain the City Facilities, except as outlined in this Agreement. City maintains the right to close any portion of the City Facilities for any reason.

20. Except as set forth elsewhere in this section, all notices to be given under this Agreement shall be made in writing, and shall be sufficient if delivered personally, or mailed by First Class United States Mail, postage prepaid, to the other party at the following addresses:

If to Permittee:	Pueblo Community College
	Attn: President
	900 West Orman Avenue
	Pueblo, CO 81004

If to the City: Pueblo Memorial Airport
Attn: Director of Aviation
31201 Bryan Circle
Pueblo, CO 81001

With a Copy to: City of Pueblo
Attn: City Attorney
1 City Hall Place
Pueblo, CO 81003

21. 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.

22. This Agreement shall be subject to the City of Pueblo's Municipal Code, including but not limited to, Title III as it relates to the Pueblo Memorial Airport and operations thereon. In its use or occupancy of City Facilities, Permittee shall comply with all applicable state, federal and local non-discrimination laws and regulations.

23. At all times during the term of this Agreement, Permittee shall be deemed an independent contractor and its employees and non-City Students shall not be employees of the City. Permittee shall be responsible in accordance with law for all withholding of taxes, social security, pension, unemployment, workers' compensation, and other employment taxes and costs with respect to its employees and Students. Permittee and any insurance carrier providing insurance coverage for the Permittee's employees shall be deemed to have waived all rights of subrogation against City for injury or loss arising from such employees' entry and presence upon and use of the City Facilities.

24. 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.

25. Intentionally omitted.

26. Permittee shall reimburse City for the full amount of any employer contribution required to be paid by City to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for City under this Agreement.

27. 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, fires, floods, storms, lightning strikes, labor strikes, labor disputes, pandemics, 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.

28. 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.

29. Financial obligations of City, if any, after the current year in which this Agreement is signed by both parties are contingent upon funds for that purpose being appropriated, budgeted and otherwise made available by Pueblo City Council and City executive departments. Nothing herein shall be deemed to create an ongoing financial obligation of City.

30. Nothing in this Agreement is intended to, or 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.

31. 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.

32. 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.

IN WITNESS WHEREOF, the parties have entered into this Agreement as of the day and year first written above.

Executed the day and year first above written.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

PUEBLO COMMUNITY COLLEGE

By _____
Nicholas A. Gradisar, Mayor

By PA Erjavec, PhD
Patricia A. Erjavec, President

Attest: _____
City Clerk

Attest: Julie Jimenez
Secretary

APPROVED AS TO FORM:

City Attorney

EXHIBIT "A"

Release of Liability Agreement

I. RELEASE OF LIABILITY AGREEMENT: PARTICIPANT MUST READ CAREFULLY BEFORE SIGNING

In consideration for being permitted to use and occupy certain City Facilities in connection with instruction provided by Pueblo Corporate College, a division of Pueblo Community College (PCC), I hereby acknowledge, represent, and agree as follows:

A. I understand that use of said City Facilities and related activities are inherently dangerous and do or may involve risks of death, injury, loss, or damage. I further acknowledge that such risks may include, but not be limited to, bodily injury, personal injury, sickness, disease, death, and property loss or damage. I acknowledge that such risks may arise from a variety of foreseeable and unforeseeable circumstances connected with the use of the City Facilities and related activities, including but not limited to the following risks: heart attack, back injury, skeletal injuries, hernia, muscular injuries, eye injuries, loss of fingers or limbs, and injuries related to use of vehicles, heavy lifting, pulling, pushing and climbing.

_____ **(Participant initials here)**

B. I hereby expressly assume all such risks of injury, loss, or damage to me arising out of or in any way related to the above-described use of said City Facilities and related activities, whether or not caused by the act, omission, negligence, or other fault of the City of Pueblo, its officers, its employees, or by any other cause.

_____ **(Participant initials here)**

C. I understand and acknowledge that the City of Pueblo, its officers, and its employees are relying on, and do not waive or intend to waive by any provision of this Release of Liability Agreement, the monetary limitations or any other rights, immunities, and protections provided by the Colorado Governmental Immunity Act, C.R.S. §24-10-101, et seq., as amended, or otherwise available to the City of Pueblo, its officers, or its employees. I hereby agree that this Release of Liability Agreement extends to all acts of negligence by City, its officers and employees, including negligent rescue operations, and is intended to be as broad and inclusive as permitted by the laws of Colorado.

_____ **(Participant initials here)**

D. I understand and agree that this Release of Liability Agreement shall be governed by the laws of the State of Colorado, and that jurisdiction and exclusive venue for any suit or cause of action under this Release of Liability Agreement shall lie in the district court of Pueblo County, Colorado and I consent to and submit to the jurisdiction of that Court.

_____ **(Participant initials here)**

E. This Release of Liability Agreement shall be effective as of the date set forth below (or the date signed if the date has not been completed) and shall be binding upon me, my successors, representatives, heirs, executors, assigns, and transferees.

_____ (Participant initials here)

II. PARTICIPANT SIGNATURE AND DATE:

Trainee/Instructor-Print Name:_____ Date:_____

Trainee/Instructor Signature:_____

Witness:_____



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: James Wagner, Assistant City Attorney

SUBJECT: AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2022-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

SUMMARY:

Attached is an Ordinance by which City Council is electing to certify to the County Treasurer certain abatement liens that have remained unpaid for more than six months. All abatement liens certified to the County Treasurer will be collected in the same manner as other taxes.

PREVIOUS COUNCIL ACTION:

On September 14, 2015, City Council approved Ordinance No. 8917, which provides for the assessment of abatement costs. Since that time, Council has routinely every August by resolution directed the appointment of a hearing officer and set a hearing date. In addition, Council every year approves the final abatement assessment roll via Ordinance. On July 22, 2019, Council approved Ordinance No. 9502 which amended the notice of hearing and protest deadlines by expanding each by five days to create more time between the protest filing deadline and hearing date. On August 8, 2022, City Council approved Resolution No. 14963 which set the hearing on protests for September 16, 2022, at 9:00 A.M. and directed the Mayor to appoint a hearings officer.

BACKGROUND:

On or about July 2015, City Council became aware that the City had over \$600,000 in unpaid weed and trash abatement liens. In the past, the City did not generally recover the amount owed for a weed or trash lien unless and until the property affected was sold or transferred. The majority of the outstanding liens are for relatively small amounts and therefore, it is not cost effective to collect the amounts owed through civil litigation or foreclosure.

All of the outstanding liens resulted from costs actually incurred and paid by the City to remove weeds and trash from the properties subject to the liens. All of the liens that

the City seeks to certify to the County Treasurer by this Ordinance have been outstanding for more than six months. Most of the liens have been pending since late 2020 and throughout 2021.

Pursuant to Colorado Revised Statute §31-20-105, any municipality, in addition to the means provided by law, if by ordinance it so elects, may cause any or all delinquent charges, assessments, or taxes made or levied to be certified to the treasurer of the county and be collected and paid over by the treasurer of the county in the same manner as taxes are authorized to be collected. Certifying the weed and trash abatement lien assessments to the County Treasurer is a more efficient method to collect the amounts owed.

FINANCIAL IMPLICATIONS:

The cost of the weed and trash abatement has already been incurred by the City. Certification of the abatement lien assessments to the County Treasurer is anticipated to increase the amount collected by the City for the liens.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Council may choose to deny the Ordinance in which case the City will continue to collect the liens by other means.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

1. Report of Lien Abatement Assessments dated September 18, 2022
2. Ruling on Protests dated September 16, 2022

ORDINANCE NO.

AN ORDINANCE ELECTING TO CERTIFY ABATEMENT ASSESSMENT ROLL NO. 2022-1 TO THE COUNTY TREASURER AND TO HAVE THE COUNTY TREASURER COLLECT IN THE SAME MANNER AS OTHER TAXES

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

SECTION 1.

The City Council of Pueblo, a municipal corporation, pursuant to the provisions of Section 31-20-105 of the Colorado Revised Statutes and Chapter 8 of Title VII of the Pueblo Municipal Code, hereby acknowledges receipt of the Report of Abatement Lien Assessments dated September 16, 2022, attached hereto.

SECTION 2.

A hearing was scheduled at 9:00 A.M. on September 16, 2022, in the City Council Chambers at which time any protests or objections to the lien assessments were heard. Any person interested in or affected by a proposed charge and who filed a written protest with the City Clerk on or before 5:00 P.M. on September 9, 2022, had the ability to present testimony and evidence at the hearing.

SECTION 3.

The City Clerk's Office received four (4) protests before September 9, 2022, at 5:00 P.M. All have been disposed of by either anticipated payment in full, a payment plan, or withdrawal. None of the four protestors appeared for the protest hearing on September 16, 2022 at 9:00 A.M. As a result, the hearing officer either affirmed the protested liens or accepted the City's request to withdraw. If payment is made or the payments plans executed, the liens will not be assessed to the County Treasurer. The hearing officer filed a written report regarding the hearing on September 16, 2022, and the same is attached hereto.

SECTION 4.

The Code Compliance Unit Supervisor is directed to thereafter prepare an Assessment Roll, showing in suitable columns for each piece of land assessed: the property Parcel number, assessed owner, complete mailing address and/or post office box number of the assessed owner, complete and accurate legal description, and the amount to be collected, and deliver the same to the Director of Finance. The Director of Finance is directed to thereafter certify and deliver the Assessment Roll, together with a copy of this Ordinance certified by the City Clerk under seal of Pueblo, a Municipal Corporation, to the County Treasurer, therein showing all payments made thereon, with the date of each payment, together with her warrant for the collection of same. The County Treasure is requested to receive the same, and such Assessment Roll shall be numbered as follows:

ASSESSMENT ROLL NO. 2022-1

SECTION 5.

The County Treasurer is requested to receive payment of all assessments and interest appearing upon said Assessment Roll. In case of default in payment of any assessment when due, the County Treasurer is requested to advertise and sell any of the property concerning which such default is suffered, for the payment of the whole of the unpaid assessments

thereon. Said advertisements and sale shall be made at the same time, in the same manner, under all the said conditions and penalties, with the same effect as are provided by general law for sales of real estate in default of payment of taxes.

SECTION 6.

Any person may pay the City for any assessment hereby certified on the Report of Abatement Lien Assessments dated September 16, 2022, with accrued interest and applicable filing fees, up to the date the Report is certified to the County Treasurer. The Report of Abatement Lien Assessments dated September 16, 2022, may be certified to the County Treasurer any time after October 14, 2022. Any such payments shall be made at the City of Pueblo Finance Department. All monies received for the payment of assessments shall be deposited into the General Fund.

SECTION 7.

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 8.

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

Report of Lien Abatement Assessments dated September 18, 2022

Parcel #	Name and Mailing Address	Location	Legal Description	Amount
428400007	Don H. and Joy M. Martin 3114 McCormick Avenue Pueblo, Colorado 81001	Vacant Lot	BEG SW COR SE 1/4 TH E 40 FT N 38.3 FT TO PT OF BEG TH N 291.7 FT E 159.6 FT M/L TO W LINE HWY 96 TH S 177.5 FT TH SWLY ALG HWY 96 A DIST OF 196.6 FT M/L TO PT OF BEG IN W 1/2 W 1/2 SE 1/4 28-20- 64 0.91A	\$701.62
428406004	Phillip & Beverly Guillen 1902 Hollywood Drive Pueblo, Colorado 81005	2807 E. 11th Street Pueblo, Colorado 81001	LOT 4 + N 23 FT OF LOT 17 VIGIL SUB ALSO VAC POR OF VIGIL ST	\$241.82
428407003	Monte Cowger 244 12th Street SE Mason City, Iowa 50401-5836	Vacant Lot	LOT 3 LONNA BELLE SUB	\$485.46
428407004	Jerry E. Trujillo 13804 Sagar Drive Broomfield, Colorado 80023-3976	Vacant Lot	LOT 4 LONNA BELLE SUB	\$485.46
429125014	Della M. Manchego 2009 E. 15th Street Pueblo, Colorado 81001	2009 E. 15th Street Pueblo, Colorado 81001	LOTS 27 + 28 BLK 136 EAST PUEBLO HEIGHTS SUB 2ND	\$2,115.16
429135004	Tambra E. Duran 1221 Catalpa Street Pueblo, Colorado 81001	1924 E. 14th Street Pueblo, Colorado 81001	LOTS 11 + 12 BLK 155 EAST PUEBLO HEIGHTS SUB 2ND	\$701.40
429135005	Brandon Sosack and Cassandra Peterson 1926 E. 14th Street Pueblo, Colorado 81001	1926 E. 14th Street Pueblo, Colorado 81001	LOTS 13 + 14 BLK 155 EAST PUEBLO HEIGHTS SUB 2ND	\$1,274.92
429320009	Ryan & Elizabeth F. Mata 708 W. 10th Street Pueblo, Colorado 81003	1715 E. 9th Street Pueblo, Colorado 81001	LOTS 29 + 30 BLK 193 EAST PUEBLO HEIGHTS ADD	\$496.56
429327005	Jose Abedon M. Duran 1520 E. 9th Street Pueblo, Colorado 81001	1520 E. 9th Street Pueblo, Colorado 81001	E 2 FT OF LOT 9 ALL 10 + 11 BLK 201 EAST PUEBLO HEIGHTS ADD	\$831.38
429409007	Pablo P. Ortiz 2002 E. 5th Street Pueblo, Colorado 81001	2107 E. 12th Street Pueblo, Colorado 81001	LOTS 26-27-28 BLK 167 ARLINGTON HEIGHTS	\$812.38
429410004	Mary Ellen & Emmett Lee Towner 1204 Utica Avenue Pueblo, Colorado 81001	1204 Utica Avenue Pueblo, Colorado 81001	LOTS 21 + 22 BLK 168 ARLINGTON HEIGHTS	\$615.18

429431011	CO 2105 E. 8th Street PO Box 191 Aguilar, Colorado 81020-0191	2105 E. 8th Street Pueblo, Colorado 81001	LOTS 23 + 24 BLK 207 ARLINGTON HEIGHTS	\$2,467.46
430307003	Yvonne Gallegos and Eddie Romero 63 Macalester Road Pueblo, Colorado 81001	1114 N. Erie Avenue Pueblo, Colorado 81001	LOTS 7, 8 + W 3 FT OF LOT 6 BLK 90 CONLEYS ADD	\$436.92
430434008	Selsa Gutierrez 221 E. 2nd Street Pueblo, Colorado 81003	1103 E. 8th Street Pueblo, Colorado 81001	W 1/2 LOT 25 ALL 26 + E 5 FT OF 27 BLK 2 DR OWENS HEIGHTS	\$321.92
430439012	Mark Coca PO Box 553 Aguilar, Colorado 81020-0553	709 E. 7th Street Pueblo, Colorado 81001	LOT 13 + 14 BLK 1 PUEBLO BUILDING + IMPROVEMENT COMPANYS ADD	\$417.22
431114007	Jason Laughton 1102 E. 5th Street Pueblo, Colorado 81001	1102 E. 5th Street Pueblo, Colorado 81001	LOTS 13-14 BLK 8 WINTERS ADD	\$793.98
431114010	Davine, Edith & Jennifer Ramirez 1109-1111 E. 4th Street Pueblo, Colorado 81001	1109-1111 E. 4th Street Pueblo, Colorado 81001	LOTS 19-20-21 BLK 8 WINTERS ADD	\$1,263.38
431115004	Tammy Lee Back 1012 E. 5th Street Pueblo, Colorado 81001	1012 E. 5th Street Pueblo, Colorado 81001	W 16 FT 8 IN LOT 6 + E 16 FT 8 IN OF 7 BLK 7 WINTERS ADD	\$850.58
431130020	David I. & Esperanza A. Marmalejo 705 E. 2nd Street Pueblo, Colorado 81001	705 E. 2nd Street Pueblo, Colorado 81001	E 13 FT OF LOT 17 ALL LOT 18 + W 2 FT OF LOT 19. ALSO E 23 FT LOT 19, ALL LOT 20 + W 6 FT OF LOT 21 BLK 6 MATTICE ADD. FORMERLY 04-311-30-011 + 012	\$515.26
431222011	Marcos R. Garcia 1790 W. Mosier Place, Apt. 308 Denver, Colorado 80223	607 E. 2nd Street Pueblo, Colorado 81003	LOTS 17 + 18 BLK 21 MATTICES SUB	\$1460. 40
431232019	New Direction Trust Company, FBO Robert J. Lucero, IRA 1070 W Century Drive	613 E. 1st Street Pueblo, Colorado 81001	LOTS 19 TO 21 BLK 20 MATTICES SUB INC FORMERLY 04-312-32-016	\$1,719.06
432107009	Morgan Patton and Brian Spray 1735 E. 4th Street Pueblo, Colorado 81001	1735 E. 4th Street Pueblo, Colorado 81001	LOTS 37 + 38 BLK 243 EAST PUEBLO HEIGHTS SUB 2ND	\$408.82
432109011	Matthew J. Beaver 1212 E. 4th Street Pueblo, Colorado 81001	1905 E. 4th Street Pueblo, Colorado 81001	LOTS 25 + 26 BLK 245 EAST PUEBLO HEIGHTS SUB 2ND	\$308.10
432121018	August Austin 1129 30th Lane Pueblo, Colorado 81006	2020 E. 3rd Street Pueblo, Colorado 81001	E 75 FT OF N 120 FT OF S 256 FT OF W 150 FT LOT 7 FRANKENBERGS SUB	\$1,044.30

432203021	Finn Trust 4307 W. Venus Way Chandler, Arizona 85226-3730	511 N. Ogden Avenue Pueblo, Colorado 81001	S 45 FT LOTS 19 + 20 BLK 231 EAST PUEBLO HEIGHTS SUB	\$353.78
432214013	Lydia Viola Martinez 3136 San Isabel Avenue Pueblo, Colorado 81008	1419 E. 3rd Street Pueblo, Colorado 81001	LOTS 31 + 32 BLK 162 FLETCHER HILL SUB	\$867.06
432306006	Sandra Paniagua and Tayde Sotelo 352 Kitfield View, Suite C Colorado Springs, Colorado 80916-1609	Vacant Lot	LOTS 13 + 14 BLK 331 WILEY + CHAMBERLINS SUB	\$1,369.23
432306016	Ralph B. Aragon 3820 36th Lane Avondale, Colorado 81022	Vacant Lot	LOTS 27 + 28 BLK 331 WILEY + CHAMBERLINS SUB FORMERLY #04-323-06-012	\$2,109.38
512333028	Joshua A. Cordova 4915 Prospect Drive Pueblo, Colorado 81008	4915 Prospect Drive Pueblo, Colorado 81008	LOT 28 BLK 1 RIDGE GATE FILING NO 4, A SPECIAL AREA PLAN FORMERLY #05-123-12-021 + 022	\$686.12
523318003	George Arthur Wilson Jr. & Karen K. Wilson 2422 Cheyenne Avenue Pueblo, Colorado 81003	2422 Cheyenne Avenue Pueblo, Colorado 81003	LOTS 5-6 + 7 BLK 105 FAIRMOUNT PARK 2ND	\$930.74
524220019	Gail A. Fabrizio 3007 Manzano Street NE Albuquerque, New Mexico 87110-1963	2907 2nd Avenue Pueblo, Colorado 81003	LOTS 8, 9 + 10 BLK 4 CENTRAL PARK	\$1,422.54
524308001	Richard & David R. Blagg 2635 7th Avenue Pueblo, Colorado 81003	2635 7th Avenue Pueblo, Colorado 81003	LOTS 37 + 38 BLK 14 HILLSIDE	\$1,233.62
524417008	Edward Milan Vaught and Edward Vaught 2433 Court Street Pueblo, Colorado 81003	2433 Court Street Pueblo, Colorado 81003	LOTS 20 + 21 BLK 8 GARFIELD PL	\$1,138.50
525311003	Anthony J. Carlino 714 E. 1st Street Pueblo, Colorado 81001	716 W. 13th Street Pueblo, Colorado 81003	LOT 3 BLK 2 CRAIGS ADD	\$748.48
525316003	Jack Christopher Medina 1106 W. 13th Street Pueblo, Colorado 81003	1106 W. 13th Street Pueblo, Colorado 81003	LOT 3 + E 1/2 OF 4 BLK 46 BLAKES ADD	\$721.32
525324006	Thomas E. & Elizabeth Ann Griffith c/o First National Acceptance Company ATTN: Tax Department PO Box 980 East Lansing, Michigan 48826-0980	1124 W. 11th Street Pueblo, Colorado 81001	W 22 FT OF LOT 6 ALL 7 + E 1 FT OF LOT 8 BLK 9 THATCHER + THOMAS ADD	\$2,722.32

525424011	Realmad Holdings & Investments, LLC 13866 Vance Lane Manitowish Waters, Wisconsin 54545-6360	519 W. 11th Street Pueblo, Colorado 81001	E 20 FT OF LOT 10 ALL 11 BLK 36 COUNTY ADD	\$960.28
526250006	Jose A. & Luisa Bolanos 2700 Troy Avenue, Apt. ES25 Pueblo, Colorado 81001	Vacant Lot	LOTS 10 + 11 BLK 14 ADEE CHAMBERLIN + WILEYS 2ND	\$420.90
526322019	Yazmin Ibarrrlucea and John Peebles Macdonald 20740 Nashville Street Chatsworth, California 91311-1522	Vacant Lot	LOTS 11 TO 16 BLK 18 ADEE CHAMBERLIN + WILEYS 1ST FORMERLY #05-263-22-017	\$1,377.98
534429015	JJ Phillips & Sons PO Box 1123 Pueblo, Colorado 81002	Vacant Lot	LOT 4 EXC ELY 10 FT BLK 2 CULIG SUB	\$1,215.08
535418006	Patricia R. Deeter 518 W. Evans Avenue Pueblo, Colorado 81004	518 W. Evans Avenue Pueblo, Colorado 81004	LOT 6 AIKENS SUB OF LOTS 1 TO 5 IN BLK 75 COLORADO COAL + IRON COMPANYS ADDITION NO 1	\$666.42
536316033	Rae Dawn Carnevale 164 Harvard Avenue Pueblo, Colorado 81004	164 Harvard Avenue Pueblo, Colorado 81004	BEG N COR COM TO LOTS 34-35 TH S 181 FT TO PT 38.7 FT W OF SE COR LOT 35 TH W ALONG ALLEY 38.9 FT TH NLY 133 FT TO PT 4 FT E OF W LINE LOT 34 TH NLY 63.5 FT TO NW COR LOT 34 TH ELY 50 FT TO PT BEG BLK L SOUTH PUEBLO	\$891.60
536319008	Normandy Realty Inc. 2605 Lake Avenue Pueblo, Colorado 81004	503 W. Corona Avenue Pueblo, Colorado 81004	LOTS 7 + 8 BLK 8 DELAVAN PL	\$828.46
1406319004	Aaron K. & Karla J. Suazo 59 Red Creek Springs Road, Apt. 5 Pueblo, Colorado 81005	1110 Bohmen Avenue Pueblo, Colorado 81006	LOTS 5 + 6 BLK 4 LAIBACH	\$666.10
1406325017	Amor Daly 8777 Partridge Street Highlands Ranch, Colorado 80126-5261	1250 Bohmen Avenue Pueblo, Colorado 81006	LOTS 26 + 27 BLK 2 WIEN	\$599.10
1406326014	Arthur R. Medina c/o Max Leek 707 S. 3rd Street Tucumcari, New Mexico 88401-2874	1254 Mahren Avenue Pueblo, Colorado 81006	LOTS 24 TO 27 BLK 3 WIEN	\$678.78
1501115001	Andrew R. Gonzales Sr. 426 Polk Street Pueblo, Colorado 81004	202 Cottonwood Street Pueblo, Colorado 81004	N 70 FT LOT 1 BLK 6 SOUTH PUEBLO HOMESTEAD + BUILDING ASSOCIATION SUB OF V TO Y SOUTH PUEBLO	\$483.96

1501205019	Daniel J. Lynne 215 Jefferson Street Pueblo, Colorado 81004	215 Jefferson Street Pueblo, Colorado 81004	LOT G GRAHAM'S RESUB	\$470.50
1501211009	Felicity Ann Short 318 Quincy Street Pueblo, Colorado 81004	318 Quincy Street Pueblo, Colorado 81004	LOTS 10 + 11 BLK 114 SOUTH PUEBLO	\$1,281.40
1501310018	Nancy Jurgens 1930 N. Grand Avenue Pueblo, Colorado 81003	1041 Pine Street Pueblo, Colorado 81004	LOT 14 + S 2/3 OF LOT 15 BLK 33 BESSEMER	\$675.34
1501311028	Pamela Jo McNulty 1005 Cedar Street Pueblo, Colorado 81004	1005 Cedar Street Pueblo, Colorado 81004	N 17 FT OF LOT 23 + S 33 FT OF LOT 23 + THE S 16 FT OF LOT 24 BLK 34 BESSEMER FORMERLY #15-013-11- 024 + 025	\$499.46
1501312010	Leandro C. & Mary Jo Martinez 1130 E. Orman Avenue Pueblo, Colorado 81004	1130 E. Orman Avenue Pueblo, Colorado 81004	S 10 FT LOT 7 + N 30 FT OF 8 BLK 44 BESSEMER	\$769.36
1501313027	Sandra Krieger 9774 Newcastle Drive Highlands Ranch, Colorado 80130-6812	1111 Pine Street Pueblo, Colorado 81004	LOT 22 BLK 43 BESSEMER	\$766.36
1501313034	NeighborWorks Southern Colorado 1241 E. Routt Avenue Pueblo, Colorado 81004	1141 Pine Street Pueblo, Colorado 81004	ALL LOT 13 + S 35 FT LOT 14 BLK 43 BESSEMER FORMERLY 15-013-13-015 + 016	\$602.20
1501314025	Xavier Duran PO Box 3297 Pueblo, Colorado 81005	1115 Spruce Street Pueblo, Colorado 81004	LOT 22 BLK 42 BESSEMER	\$1,428.92
1501317014	Daniel J. Apodaca 630 E. Pitkin Avenue Pueblo, Colorado 81004	1238 Pine Street Pueblo, Colorado 81004	S 1/2 LOT 10 BLK 52 BESSEMER	\$641.52
1501323019	Abel Quesada 311 E. Cleveland Street Lafayette, Colorado 80026-2342	1107 Crystal Place Pueblo, Colorado 81004	LOT 38 BLK 8 COLLEGE HILL SUB 2ND	\$467.32
1501323020	Tiniesha Rasmussen 716 S. Main Street Pueblo, Colorado 81004	1105 Crystal Place Pueblo, Colorado 81004	LOTS 39-40 + W 8 FT OF 41 BLK 8 COLLEGE HILL SUB 2ND	\$615.62
1501326019	Dagoberto Chavez 1113 Cypress Street Pueblo, Colorado 81004	1113 Cypress Street Pueblo, Colorado 81004	LOT 27 BLK 46 STONE + THATCHER SUB	\$289.66

1501410015	OT Jackson 9629 San Diego Street Spring Valley, California 91977-6044	1031 Box Elder Pueblo, Colorado 81004	BEG AT SW COR OF LOT 15 TH N 90 FT TH E 106 FT TO HWY TH SWLY ALG WLY LINE OF HWY DIST 104.40 FT TO S LINE OF LOT 15 TH W 53 FT BACK TO PT BEG BLK 1 BESSEMER	\$2,180.08
1501413008	Juan Francisco Lopez Suarez 1110 E. Abriendo Avenue Pueblo, Colorado 81004	Vacant Lot	LOTS 16 + 17 BLK 38 CITY HALL PL	\$1,593.30
1501413013	Tony, Terry and Mike, LLC 1137 Elm Street Pueblo, Colorado 81004	1137 Elm Street Pueblo, Colorado 81004	LOT 22 BLK 38 CITY HALL PL	\$1,225.02
1501418034	Walter Mauricio Gomez Luna and Aida Gomez Socorro PO Box 172851 Denver, Colorado 80217-2851	1224 E. Abriendo Avenue Pueblo, Colorado 81004	LOT 12 + N 15 FT 10 IN OF LOT 13 BLK 48 CITY HALL PL	\$685.86
1501419010	Oprah Gail Winfrey and Dr. Heidi Wodiuk 8448 State Highway 78 Beulah, Colorado 81023-9722	1230 Elm Street Pueblo, Colorado 81004	W 95 FT OF S 1/2 OF LOT 15 + W 95 FT OF LOT 16 BLK 47 CITY HALL PL	\$325.38
1501419014	Walter James Gonzales 1401 Jackson Street Pueblo, Colorado 81004	Vacant Lot	BEG NW COR LOT 21 TH E 95 FT TH SW ALONG HIWAY 40.4 FT TH W 80 FT TH N 37 1/2 FT TO PT BEG BLK 47 CITY HALL PL	\$324.36
1501420019	Trayvon Boone 1913 Wildfire Drive Pueblo, Colorado 81008	117-119 E. Northern Avenue Pueblo, Colorado 81006	LOTS 31 + 32 BLK 4 CITY HALL PL 2ND	\$372.16
1502115028	2 Smiths, LLC 715 Berkley Avenue Pueblo, Colorado 81004	715 Berkley Avenue Pueblo, Colorado 81004	THE S 62 FT OF LOTS 23 + 24 + THE S2 OF THE E 7 FT IN WIDTH OF LOT 25 WELSHS'S SUB. ALSO THE S 62 FT OF THAT CERTAIN STRIP OF LAND 34 FT IN WIDTH ADJ SD LOT 23 ON THE E IN WELSH'S SUB. FORMERLY 15-021-15-026 + 027	\$589.86
1502208024	Nafis Cameron 540 S. Prairie Avenue Pueblo, Colorado 81005	540 S. Prairie Avenue Pueblo, Colorado 81005	LOTS 28, 29 + 30 BLK 4 WILCOX + MOORES ADDITION FORMERLY 15022-08-009 AND 010	\$586.36
1502239005	Roger Z. Bernal 720 Euclid Avenue Pueblo, Colorado 81004	720 Euclid Avenue Pueblo, Colorado 81004	N 50 FT LOT 1 BLK 8 HOLDEN PL	\$819.10
1502303012	William E. Lawrence 814 Palmer Avenue Pueblo, Colorado 81004	1137 Beulah Avenue Pueblo, Colorado 81004	LOTS 26-27-28 BLK 8 MAPLETON ADD	\$2,083.40

1502406018	Reeg Building III, LLC 2330 N. Powers Frontage Road Colorado Springs, Colorado 80915-1505	25-27 Small Avenue Pueblo, Colorado 81004	LOTS 18-19 + W 8 FT OF N 75 FT OF 20 + W 13 FT OF S 49 FT OF 20 HAZELHURSTS SUB	\$291.38
1503110018	Barbara L. Garcia 729 Arlen Avenue Pueblo, Colorado 81005	729 Arlen Avenue Pueblo, Colorado 81005	LOT 18 BLK 5 CORKISH-SACKMAN SUB	\$606.40
1504107005	Kevin Solem 519 Cherry Lane Pueblo, Colorado 81005	519 Cherry Lane Pueblo, Colorado 81005	S 65 FT LOT 2 BLK 2 PARKVIEW SUB	\$584.78
1504402020	Walter A. Galassini 22 Wasatch Drive Pueblo, Colorado 81005	22 Wasatch Drive Pueblo, Colorado 81005	LOT 20 BLK 2 WESTWOOD VILLAGE	\$614.58
1510104022	Shauna L. Gilbert, Karen S. Hatch and Saralee Seal 1643 Englewood Drive Pueblo, Colorado 81005	1643 Englewood Drive Pueblo, Colorado 81005	LOT 21 BLK 16 HIGHLAND PARK 1ST	\$1,122.92
1510122022	Greg Davis 6001 S. Yosemite Street, B 204 Greenwood Village, Colorado 80111-5126	1718 Moore Avenue Pueblo, Colorado 81005	LOT 22 BLK 5 CORKISH-SACKMAN-LITTELL NO 2	\$330.30
1510415012	Paul G. Gonzales 6600 Jaguar Drive, Apt. 6-708 Santa Fe, New Mexico 87507-1682	2145 Hellbeck Drive Pueblo, Colorado 81005	LOT 12 HELLBECK ACRES	\$683.02
1511126002	Jason Reuben Hanson 1616 Sprague Avenue Pueblo, Colorado 81004	1616 Sprague Avenue Pueblo, Colorado 81004	W 1/2 OF LOTS 12 TO 14 BLK 1 PROSPECT PL	\$835.00
1511135010	Concepcion L. Rojas and Mario Rojas Mares 1707 Van Buren Street Pueblo, Colorado 81004	1707 Van Buren Street Pueblo, Colorado 81004	LOTS 31 + 32 BLK 2 OVERLAND ADD	\$648.64
1511142019	Rose Lynn Palm 6510 S. Academy Boulevard, Suite A317 Colorado Springs, Colorado 80906-8691	1713 Jones Avenue Pueblo, Colorado 81004	E 40 FT LOTS 21 TO 25 VERNON PL	\$759.50
1511314022	Kenneth P. Valdez 3930 Sheffield Lane Pueblo, Colorado 81005	Vacant Lot	LOTS 83 TO 84 ORMANDALE RESUB + W2 OF VACATED ALLEY ADJACENT FORMERLY #15-113-14- 012	\$598.18
1512104002	Steven P. & Julie A. Eisold 309 W. 19th Street Pueblo, Colorado 81003	1310-1312 E. Evans Avenue Pueblo, Colorado 81004	LOT 2 + STRIP 6 IN BY 37 FT IN NW COR LOT 3 BLK 2 STEELWORKS AMENDED	\$760.44

1512104023	Jess L. Baca 1315 E. Abriendo Avenue Pueblo, Colorado 81004	1317 E. Abriendo Avenue Pueblo, Colorado 81004	LOTS 17+ 18 BLK 2 STEELWORKS AMENDED EXC POR BY #1062352 FORMERLY 15-121-04-013 + -022	\$324.48
1512214003	Norman Dover 914 Palmer Avenue Pueblo, Colorado 81004	1608 Wabash Avenue Pueblo, Colorado 81004	S 1/2 LOT 4 ALL 5 BLK 14 LAKE AVE ADD	\$1,170.90
1512215009	Realmad Holdings & Investments, LLC 13866 Vance Lane Manitowish Waters, Wisconsin 54545-6360	1634 Stone Avenue Pueblo, Colorado 81004	S 6 FT LOT 17 ALL 18 + N 22 FT OF 19 BLK 15 LAKE AVE ADD	\$360.56
1512221006	Leanisio Cano 1621 N. Monument Avenue Pueblo, Colorado 81001	1628 Pine Street Pueblo, Colorado 81004	LOTS 13 + 14 BLK 3 SUBURBAN LAND + INVESTMENT COMPANYS SUB	\$769.18
1512223029	Lisa Renee & Michelle Nicholas 3524 Brookfield Lane Pueblo, Colorado 81005	1501 E. Routt Avenue Pueblo, Colorado 81004	N 3 FT LOT 45 ALL 46 BLK 81 STEELTON	\$729.44
1512227017	Taylor Medina 1441 Cedar Street Pueblo, Colorado 81004	1441 Cedar Street Pueblo, Colorado 81004	LOT 19 BLK 74 STONE + THATCHER SUB	\$1,505.50
1512228001	Yasna C. Erickson 716 McCulley Avenue Pueblo, Colorado 81004	716 McCulley Avenue Pueblo, Colorado 81004	W 32 FT LOTS 1 TO 3 BLK 73 STONE + THATCHER SUB	\$668.20
1512228007	Robert Washington 28 Bridle Trail Pueblo, Colorado 81005	1410 Cedar Street Pueblo, Colorado 81004	LOT 6 BLK 73 STONE + THATCHER SUB	\$636.02
1512228022	J. Ramon & Antonia Trujillo 1801 Constitution Road Pueblo, Colorado 81001	1427 Pine Street Pueblo, Colorado 81004	LOT 22 BLK 73 STONE + THATCHER SUB	\$1,340.88
1512229012	Michelle Rodriguez 616 Downing Street Denver, Colorado 80218-3496	1428 Pine Street Pueblo, Colorado 81004	LOT 16 BLK 72 IRONDALE	\$1,150.40
1512232019	Global Proposal, LLC P.O. Box 1280 Morrison, Colorado 80465-5280	1331 Spruce Street Pueblo, Colorado 81004	LOT 25 BLK 62 IRONDALE	\$2,043.64
1512313008	John Moran 42 Fabrication Drive, Unit 102 Pueblo West, Colorado 81007	2023 E. Routt Avenue Pueblo, Colorado 81004	S 1/2 LOT 16 ALL 17 BLK 29 LAKE MINNEQUA ADD	\$1,134.44
1513205018	Joshua Bass 2228 E. Routt Avenue Pueblo, Colorado 81004	2228 E. Routt Avenue Pueblo, Colorado 81004	S 1/2 LOT 13 ALL 14 BLK 5 MINNEQUA HEIGHTS	\$581.06

1513226009	Vivian E. Hill and Sandra Bolden 2623 Pine Street Pueblo, Colorado 81004	2623 Pine Street Pueblo, Colorado 81004	LOTS 20-21-22 BLK 26 MINNEQUA HEIGHTS	\$471.42
1514106024	Nancy C. Von Salome c/o David Leroy Gomez 2501 California Street Pueblo, Colorado 81004	Vacant Lot	LOTS 1-2-3 BLK 23 EAST LAKE	\$867.58
1514324004	Weston Trust, Taylor Trust, Tyler South LLC, Sternier LLC; Realtynet Cf Properties LLC, Rickard R D Tr, Parker T B Tr; C/Opiece Of The Farm LLC, Marshall Family LC, Johnson Tr PO Box 1017 Charlotte, North Carolina 28201-1017	2722 S. Prairie Avenue Pueblo, Colorado 81005	LOT 4 BLK 1 EDEN SUB CONTG 1.045A FORMERLY 15- 143-00-002 + 015	\$274.66

PUEBLO CITY HALL, PUEBLO, COLORADO #1 City Hall Place, 3 rd Floor, Pueblo, CO 81003	
IN RE: PUBLIC HEARINGS CONCERNING ASSESSMENT OF COSTS ASSOCIATED WITH ABATEMENTS CONDUCTED ON, AND CORRESPONDING ABATEMENT LIENS AGAISNT PROPERTY PURSUANT TO PUEBLO MUNICIPAL CODE TITLE VII	 ▲ COURT USE ONLY ▲
RULING ON PROTESTS AT THE SEPTEMBER 16, 2022 HEARINGS	

This Matter came before the Hearing Officer on September 16, 2022 at 9:00 a.m. for hearing on the Complaints, Objections and Protests filed by owners or interested parties with respect to abatement costs and the related liens filed against property. The City of Pueblo was represented by assistant city attorney, James Wagner.

1845 E. 5th, Pueblo, CO

This case comes before the Hearing Officer on a protest filed on August 30, 2022 by Frances D. Armijo. Ms. Armijo failed to appear at the hearing. Protest was based upon alleged lack of notice from tenants.

Having failed to appear, no evidence was submitted to support this claim. City states that a settlement agreement was sent to Ms. Armijo and they expect it to be returned shortly.

Therefore, based upon the protestant's failure to appear, the Hearing Officer affirms the lien as recorded.

2519 Pine St., Pueblo, CO

This case comes before the Hearing Officer on a protest filed on September 9, 2022 by Hal Burke. Mr. Burke failed to appear at the hearing. Protest was based upon elimination of lien upon

issuance of Treasurer's Deed.

City withdraws the claim and will provide a written release.

408 Morrison Ave., Pueblo, CO

This case comes before the Hearing Officer on a protest filed on September 9, 2022 by Antonio Martinez. Mr. Martinez failed to appear at the hearing. Protest was based upon alleged lack of ownership at time lien was place and lack of notice to title company.

Having failed to appear, no evidence was submitted to support this claim. City understands that the title company has agreed to cover the lien.

Therefore, based upon the protestant's failure to appear, the Hearing Officer affirms the lien as recorded.

Parcel 1511314021, Pueblo, CO

This case comes before the Hearing Officer on a protest filed on September 9, 2022 by Kimberly A. Ocana. Ms. Ocana failed to appear at the hearing. Protest of the trash lien was based upon prior clean up of trash, protestant did not protest the weed lien.

Having failed to appear, no evidence was submitted to support this claim. City states that a payment plan has been entered into between the parties.

Therefore, based upon the protestant's failure to appear, the Hearing Officer affirms the lien as recorded.

DONE this 16th day of September 2022



Linda McMillan, Hearing Officer

CERTIFICATE OF SERVICE

I hereby certify that on the 20th day of September 2022, a true and correct copy of the foregoing document, was placed in the United States mail, sufficient postage pre-paid and addressed to:

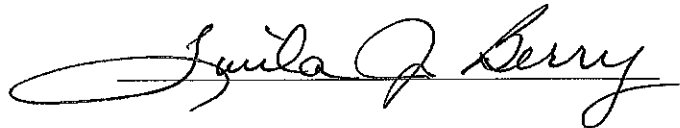
Frances D. Armijo
1845 E. 5th St.
Pueblo, CO 81001

Hal Burke
8 Bear Claw Ct.
Pueblo, CO 81001

Antonio Martinez
408 Morrison Ave.
Pueblo, CO 81005

Kimberly A. Ocana
3930 Sheffield Ln.
Pueblo, CO 81005

James Wagner
Assistant City Attorney
City of Pueblo
#1 City Hall Place, 3rd Floor
Pueblo, CO 81003

A handwritten signature in cursive script, reading "Paula J. Berry", written over a horizontal line.



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Representative at Large

SUBJECT: A RESOLUTION NAMING THE CITY COUNCIL CHAMBERS BROADCAST ROOM AS THE "SCOTT A. RICHARDS BROADCAST ROOM"

SUMMARY:

Attached is a resolution which names the existing broadcast room within City Council Chambers as the "Scott A. Richards Broadcast Room."

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Scott served the Pueblo Community as a teacher at PCC, and CSU Pueblo, but is best known for his work as a television producer. In this role, Scott was responsible for creating the media department at PCC and brought numerous important local events to people's TVs. From the Bell Game to City Council meetings to high school and college graduations as well as countless other events. If it was happening in Pueblo and there were cameras involved, odds are good that Scott and his team of hard-working individuals from PCC were there recording that event.

FINANCIAL IMPLICATIONS:

The cost to produce name signage is \$26.50 and will be paid out of the Council Contingencies Fund.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to name the room.

RECOMMENDATION:

This Resolution is at the request of Council Member Dennis Flores.

ATTACHMENTS:

1. 2022 Contingencies (Council) Scott Richards Broadcast Room Plaque

RESOLUTION NO. 15014

A RESOLUTION NAMING THE CITY COUNCIL CHAMBERS
BROADCAST ROOM AS THE "SCOTT A. RICHARDS
BROADCAST ROOM"

WHEREAS, there is no one more deserving than Scott Richards to have a Broadcast Room named in his honor and it is fitting that it be placed in the City Council Chambers to which he devoted so much time; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council Chambers broadcast room shall be and hereby is renamed as "Scott A. Richards Broadcast Room."

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.

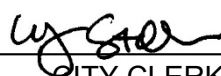
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: September 26, 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 Rendeuous	\$ 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
9/12/22	Latino Chamber Lifetime Achievement Award Ceremony Table	\$ 750.00		\$ 43,415.98
9/12/22	Pueblo Chile Balloon Fiesta	\$ 2,500.00		\$ 40,915.98
9/12/22	Song of Pueblo	\$ 3,000.00		\$ 37,915.98
9/12/22	District 60 Education Foundation Cornhole at the Dutch	\$ 1,000.00		\$ 36,915.98
9/26/22	Damon Days Event/Historic Pueblo Inc	\$ 1,000.00		\$ 35,915.98
9/26/22	NAACP Banquet	\$ 700.00		\$ 35,215.98
9/26/22	Scott Richards Scholarship - PCC	\$ 2,000.00		\$ 33,215.98
9/26/22	Scott Richards Broadcast Room Plaque	\$ 26.50		\$ 33,189.48
				\$ 33,189.48
				\$ 33,189.48



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dennis Flores, Representative at Large

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO COMMUNITY COLLEGE FOUNDATION IN THE AMOUNT OF \$2,000 TO SUPPORT THE SCOTT RICHARDS SCHOLARSHIP

SUMMARY:

This Resolution would benefit the PCC Foundation's Scott Richards Scholarship for college students.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Dennis Flores is requesting \$2,000 to support the PCC Foundation's Scott Richards Scholarship. Scott Richards was faculty at PCC and ran Pueblo City Council and special event broadcasts for nearly 30 years.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$2,000 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the PCC Foundation.

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 Dennis Flores.

ATTACHMENTS:

1. Bid Summary Sheet

ATTACHMENTS:

1. 2022 Contingencies (Council) Scott Richards Scholarship.

RESOLUTION NO. 15015

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO COMMUNITY COLLEGE FOUNDATION IN THE AMOUNT OF \$2,000 TO SUPPORT THE SCOTT RICHARDS SCHOLARSHIP

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,000 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to PCC Foundation in support of the Scott Richards Scholarship.

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.

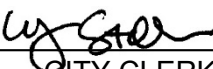
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: September 26, 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 Rendezvous		\$ 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
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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
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8/22/22	Ybarra's Boxing Showcase		\$ 1,500.00		\$ 44,165.98
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9/12/22	Song of Pueblo		\$ 3,000.00		\$ 37,915.98
9/12/22	District 60 Education Foundation Cornhole at the Dutch		\$ 1,000.00		\$ 36,915.98
9/26/22	Damon Days Event/Historic Pueblo Inc		\$ 1,000.00		\$ 35,915.98
9/26/22	NAACP Banquet		\$ 700.00		\$ 35,215.98
9/26/22	Scott Richards Scholarship - PCC		\$ 2,000.00		\$ 33,215.98
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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, Representative at Large - President

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO HISTORIC PUEBLO, INC. IN THE AMOUNT OF \$1,000 TO SUPPORT THE DAMON DAYS FUNDRAISER ON FRIDAY, OCTOBER 28, 2022, AT 5:30 PM

SUMMARY:

Attached for consideration is a request for support of the Damon Days fundraiser which will take place on Friday, October 28, 2022.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council President Heather Graham is requesting \$1,000 to sponsor a table at the Damon Days banquet and dance. Besides celebrating and claiming Damon Runyon as Pueblo's son, these events will bring awareness to the academic areas of journalism, history and English. The net proceeds raised will be used for scholarships in the previous mentioned areas of study at Colorado State University Pueblo and Pueblo Community College.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to Historic Pueblo, Inc.

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 Heather Graham.

ATTACHMENTS:

1. Damon Days sponsorship request letter 2022
2. 2022 Contingencies (Council) Damon Days

RESOLUTION NO. 15016

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO HISTORIC PUEBLO, INC. IN THE AMOUNT OF \$1,000 TO SUPPORT THE DAMON DAYS FUNDRAISER ON FRIDAY, OCTOBER 28, 2022, AT 5:30 PM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to Historic Pueblo, Inc. for a table at the Damon Days fundraiser.

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: September 26, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Damon Days

Celebrating the life of Damon Runyon, one of Colorado's most successful and creative individuals



Sponsor Fact Sheet

Purpose: To celebrate the life of Damon Runyon, who spent his early years in Pueblo, Colorado. This will be an opportunity for the community and visitors to explore the life of Mr. Runyon through:

- readings of his work,
- attending a baseball event at Runyon Field,
- visiting a museum exhibit sharing Runyon's achievements and connection to Pueblo
- honing writing skills during a daylong workshop with opportunities for all ages
- viewing a film or musical Runyon wrote or produced.
- watching the Pueblo produced 1981 documentary, "Damon Runyon's Pueblo."

Dates: All events will be held September/October 2022. A banquet and dance will be held on Friday, October 28, 2022 at Pueblo Union Depot. The showing of "Damon Runyon's Pueblo" will be show at the Sangre de Cristo Art Center, Wednesday, October 5 and we're pleased to be expanding the Damon Home Run Derby to additional ages on Sunday, October 9 at Runyon Field. For a full listing check our web and FB pages,

Why: Besides celebrating and claiming Damon Runyon as Pueblo's son, these events will bring awareness to the academic areas of journalism, history and English. **The net proceeds raised will be used for scholarships in the previous mentioned areas of study at Colorado State University Pueblo and Pueblo Community College.**

LEVELS OF SPONSORSHIP

\$5,000 - Two tables of eight for the October 28, 2022 event, plus exclusive VIP seating for all other ticketed events. Sponsor logo will be identified on all invitations, programs, posters and advertising.

\$2,500 - One table of eight for the October 28, 2022 event, plus exclusive VIP seating for all other ticketed events. Sponsor logo will be identified on invitations, programs and advertising.

\$1,000 – One table of eight for the October 28, 2022 event, plus four tickets to all other ticketed events. Sponsor will be identified on invitations and programs.

\$500 - Four tickets to the dinner plus four tickets to all other ticketed events

\$250 - Two tickets to the dinner and two tickets to all other ticketed events

OTHER SPONSORSHIP OPPORTUNITIES

\$ 500 - Underwrite “Damon Runyon’s Pueblo,” docudrama on October 5; includes 10 tickets to the showing and 2 tickets to the Oct. 28 dinner/dance banquet.

\$ 250 - Underwrite the writing workshop marathon on Saturday, October 8.

\$ 500 - Underwrite the Damon Runyon exhibit at the Pueblo Heritage Museum; opening reception October 7.

\$100 – \$5,000 - Sponsor the Home Run Derby at Runyon Field on October 9. Additional information available upon request.

Checks payable to fiscal agent: Historic Pueblo, Inc., a nonprofit, P.O. Box 2386 Pueblo, CO 81005 Tax ID # 33-1006168

Sponsorship level: ___\$5,000 ___\$2,500 ___\$1,000 ___\$500 ___other \$___

Contact person: _____

Business name: _____

Address: _____

Email: _____

Phone: _____



Committee members: Mohammed Curtis, Pueblo Heritage Museum; Aaron Ramirez, Rawlings Library; Bree Pappan, Rawlings Library; Deb Kalb, retired attorney; Leticia Steffen, CSU Pueblo; Jason Falsetto, Pueblo Community College; Dalton Sprouse, D60; Constance Little CSU Pueblo/PCC; Corinne Koehler and Carla Hendrickson

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 Rendezvous		\$ 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
9/12/22	Latino Chamber Lifetime Achievement Award Ceremony Table		\$ 750.00		\$ 43,415.98
9/12/22	Pueblo Chil Balloon Fiesta		\$ 2,500.00		\$ 40,915.98
9/12/22	Song of Pueblo		\$ 3,000.00		\$ 37,915.98
9/12/22	District 60 Education Foundation Cornhole at the Dutch		\$ 1,000.00		\$ 36,915.98
9/26/22	Damon Days Event/Historic Pueblo Inc		\$ 1,000.00		\$ 35,915.98
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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Vicente Martinez Ortega, District 4 Representative

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO NAACP PUEBLO BRANCH IN THE AMOUNT OF \$700 TO SUPPORT THE FREEDOM FUND BANQUET CELEBRATION ON SATURDAY, OCTOBER 15, 2022, AT 6 PM

SUMMARY:

Attached for consideration is a request for support of the Freedom Fund Banquet Celebration fundraiser for the NAACP Pueblo Branch which will take place on Saturday, October 15, 2022.

PREVIOUS COUNCIL ACTION:

City Council sponsored this event annually since 2019.

BACKGROUND:

City Council Member Vicente Martinez Ortega is requesting \$700 to sponsor a table at the Annual NAACP Freedom Fund Banquet. This year's event will feature keynote speaker Dr. Ivory Toldson. Dr. Toldson is the National NAACP Director of Education Innovation and Research. The goal of Pueblo National Association for the Advancement of Colored People is to create a sense of community in the neighborhoods where people live and work. They hope that an increased sense of community will lead to more personal involvement and more cultural, educational and social activities, which will create a better community and a better place for us to live. The Pueblo NAACP branch was chartered in 1918.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$700 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the NAACP Pueblo.

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 Vicente Martinez Ortega.

ATTACHMENTS:

1. 09-26-22 NAACP Sponsorship Request
2. 2022 Contingencies (Council) NAACP Banquet

RESOLUTION NO. 15017

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO NAACP PUEBLO BRANCH IN THE AMOUNT OF \$700 TO SUPPORT THE FREEDOM FUND BANQUET CELEBRATION ON SATURDAY, OCTOBER 15, 2022, AT 6 PM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$700 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the NAACP Pueblo Branch for its October 15 fundraiser.

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: September 26, 2022

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

YOU ARE CORDIALLY INVITED TO THE
104TH ANNUAL

Freedom Fund Banquet Celebration

"Standing Boldly Together"

Dr. Ivory Toldson
National NAACP Director of Education Innovation
& Research

Saturday, October 15, 2022

CSU Pueblo Occhiato Ballroom
2200 Bonforte Blvd

6:00pm

Social Hour & Cocktails

7:00pm

Dinner & Program

Corporate Tables of 8
\$700

Tickets
\$75 per person

Please respond by October 1 to 719.250.2530
or with the enclosed RSVP card.

Formal or Business Attire

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
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3/14/22	Child Advocacy Center's Blue Tie Gala Table		\$ 1,200.00		\$ 87,960.30
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5/9/22	Dogpatch Cleanup/Recycling 3RTS Inc.		\$ 500.00		\$ 76,260.30
5/9/22	Goodnight Barn Chuck Wagon Rendezvous		\$ 15,000.00		\$ 61,260.30
5/23/22	Southern Colorado Equality Alliance LGBTQ+ Pride Event		\$ 1,500.00		\$ 59,760.30
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6/13/22	2022 Leadership Pueblo Project		\$ 300.00		\$ 50,460.30
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9/26/22	Damon Days Event/Historic Pueblo Inc		\$ 1,000.00		\$ 35,915.98
9/26/22	NAACP Banquet		\$ 700.00		\$ 35,215.98
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Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Larry Atencio, District 2 Representative

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF \$1,000 TO SUPPORT THE PARADE OF LIGHTS ON NOVEMBER 26, 2022, AT 5:30 PM

SUMMARY:

Attached for consideration is a request for support of the Parade of Lights which will take place on Saturday, November 26, 2022.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Larry Atencio is requesting \$1,000 to sponsor the Parade of Lights on November 26, 2022. For the past 32 years, the Pueblo Parade of Lights has signaled the beginning of the Holiday Season in Pueblo. This family-oriented event attracts more than 50,000 people from throughout Southern Colorado and hosts nearly 100 parade entries from marching bands to theme floats. This year's theme is "Holidays in the Steel City."

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Pueblo Downtown Association.

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:

1. Parade of Lights Sponsorship Request
2. 2022 Contingencies (Council) Parade of Lights

RESOLUTION NO. 15018

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF \$1,000 TO SUPPORT THE PARADE OF LIGHTS ON NOVEMBER 26, 2022, AT 5:30 PM

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the Pueblo Downtown Association in support of the Parade of Lights.

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.

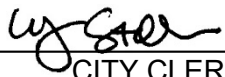
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: September 26, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Pueblo Parade of Lights

503 North Main Street, Suite 652, Pueblo, Colorado 81003

September 1, 2022

Dear Pueblo Community Supporter,

For the past 32 (thirty two) years, the Pueblo Parade of Lights has signaled the beginning of the Holiday Season in Pueblo. This family-oriented event attracts more than 50,000 people from throughout Southern Colorado and hosts nearly 100 parade entries; from marching bands to theme floats.

Therefore, it is with great excitement that the Parade of Lights Committee invites you to support and sponsor the 2022 Pueblo Parade of Lights to be held on----

Saturday, November 26, 2022.

Theme- "*Holidays in the Steel City*"
Steel Strong; Celebrating 150 years of Steel

As a sponsor, your business can receive various benefits based on your sponsorship selection:

Company logo/name featured in all advertising/ media promotions

Company logo/name featured on full-color Parade of Lights Posters distributed throughout Pueblo

Name mentioned throughout live and taped parade coverage on Channel 19

Recognition on the banner leading the Parade

Complimentary entry and preferred placement in the Parade of Lights

A complete outline of sponsorship opportunities is enclosed with this letter. To ensure that your business receives the maximum benefits available for the sponsorship level you prefer, a sponsorship commitment agreement must be signed on or before **October 14th.**

Thank you, in advance, for partnering with the Pueblo Downtown Association in support of the Parade of Lights.

Sincerely,

Mike Carlisle
Parade Director
Pueblo Parade of Lights
719-671-1424
mcarlisle2147@hotmail.com
PuebloParadeofLights.com

719-543-7155
office@pueblodowntown.com

PuebloDowntown.com



Pueblo Parade of Lights

503 North Main Street, Suite 652, Pueblo, Colorado 81003



PUEBLO'S HISTORY SPONSORSHIP

\$1,000

- Logo inclusion on all advertising/ media promotions, full color posters, television commercials (if available) mention on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year).
- Company name on Parade of Lights Banner (banner leads the float entries).
- Complimentary and priority float entry and placement in Parade Line-up.
- Opportunity to provide promotional items in all Entry Kits.



SMOKE STACK SPONSORSHIP

\$500

- Company name inclusion on all advertising/ media promotions, full color posters, television commercials (if available) mentions on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year).
- Complimentary and preferred float entry and placement in Parade Line-up.
- Opportunity to provide promotional items in all Entry Kits.



CHUCK'S LUNCH BOX SPONSORSHIP

\$250

- Company name inclusion on all advertising/ media promotions and full color posters.
- Complimentary and preferred float entry and placement in Parade Line-up.
- Opportunity to provide promotional items in all Entry Kits.

Mike Carlisle, Parade Chairman

719-671-1424

mcarlisle2147@hotmail.com

PuebloParadeofLights.com

719-543-7155

office@pueblodowntown.com

PuebloDowntown.com



Pueblo Parade of Lights

503 North Main Street, Suite 652, Pueblo, Colorado 81003

Pueblo Parade of Lights Sponsorship Opportunities

"Holidays in the Steel City"
Steel Strong; Celebrating 150 years of Steel

Saturday, November 26, 2022

STEEL CITY SPONSORSHIP

\$2,500



- Top billing logo- recognition as co-sponsor- featuring business logo prominently displayed on all advertising/ media promotions, full color posters, television commercials (if available), mentions on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year).
- Full color business logo on Parade of Lights banner (banner leads the float entries).
- Complimentary and priority float entry and placement in Parade Line-up.
- Opportunity to provide promotional items in all Entry Kits.
- Five (5) complimentary passes for the November 17th Downtown Association Breakfast Meeting.

COLORADO FUEL AND IRON SPONSORSHIP

\$1,500.00



- Logo inclusion on all advertising/ media promotions, full color posters, television commercials (if available) mention on all radio spots and on both the Pueblo Downtown Association Website and Pueblo Parade of Lights (full year).
- Full color business logo on Parade of Lights banner (banner leads the float entries).
- Complimentary and priority float entry and placement in Parade Line-up.
- Opportunity to provide promotional items in all Entry Kits.
- Three (3) complimentary passes for the November 17th Downtown Association Breakfast Meeting.

Mike Carlisle, Parade Chairman

719-671-1424

mcarlisle2147@hotmail.com

PuebloParadeofLights.com

719-543-7155

office@pueblodowntown.com

PuebloDowntown.com

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 Rendeuous	\$ 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
9/12/22	Latino Chamber Lifetime Achievement Award Ceremony Table	\$ 750.00		\$ 43,415.98
9/12/22	Pueblo Chile Balloon Fiesta	\$ 2,500.00		\$ 40,915.98
9/12/22	Song of Pueblo	\$ 3,000.00		\$ 37,915.98
9/12/22	District 60 Education Foundation Cornhole at the Dutch	\$ 1,000.00		\$ 36,915.98
9/26/22	Damon Days Event/Historic Pueblo Inc	\$ 1,000.00		\$ 35,915.98
9/26/22	NAACP Banquet	\$ 700.00		\$ 35,215.98
9/26/22	Scott Richards Scholarship - PCC	\$ 2,000.00		\$ 33,215.98
9/26/22	Scott Richards Broadcast Room Plaque	\$ 26.50		\$ 33,189.48
9/26/22	Parade of Lights - Downtown Association	\$ 1,000.00		\$ 32,189.48
				\$ 32,189.48
				\$ 32,189.48
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				\$ 32,189.48
				\$ 32,189.48



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Larry Atencio, District 2 Representative

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF \$2,832.88 TO SUPPORT THE DECORATING OF LIGHT POLES FROM UNION AVENUE BRIDGE TO MAIN STREET AT HEADWATERS PARK

SUMMARY:

Attached for consideration is a request for support the Downtown Association's holiday lighting project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Larry Atencio is requesting \$2,832.88 to sponsor the Downtown Associations holiday lighting project. LED lighting will be added to light poles from the Union Avenue bridge to Main Street at Headwaters Park.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$2,832.88 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Pueblo Downtown Association.

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:

1. 9-26-22 Downtown Association Xmas Lighting support

RESOLUTION NO. 15019

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO DOWNTOWN ASSOCIATION IN THE AMOUNT OF \$2,832.88 TO SUPPORT THE DECORATING OF LIGHT POLES FROM UNION AVENUE BRIDGE TO MAIN STREET AT HEADWATERS PARK

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$2,832.88 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the Pueblo Downtown Association in support of holiday lighting on the light poles from Union Avenue bridge to Main Street at Headwaters Park.

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: September 26, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Pueblo Lawn Cop, Inc.
PO Box 1389
Pueblo, CO 81002

9/20/2022

Pueblo Downtown Association
503 N. Main, Ste 652
Pueblo, CO 81003

Dear :

You recently requested pricing information from our company. Here is our quote:

Estimate Description	Rate	Quantity	Amount
Wrap Pole/Tree Trunk/Branches Adding two 5mm 4 inch spacing LED strands to each light pole from the Union Ave Bridge to Main St at the Headwaters Park	627.64	1	627.64
Discount	62.76	1	-62.76
HBL 5MM 4" SPACE RED LED	18.00	70	1260.00
Discount	126.00	1	-126.00
HBL 5MM 4" SPACING PW LED	18.00	70	1260.00
Discount	126.00	1	-126.00
Subtotal			\$3,147.64
Discounts			(\$314.76)
Total			\$2,832.88

Thank you for giving us the opportunity to bid for your business. This quote is good until 10/20/2022. We have worked hard to establish a reputation for quality. We look forward to showing you that it is well deserved. Remember to question anyone providing you an estimate if they are properly insured to protect you in case of an accident.

In some cases we can work out installment payments over a determined time period. If this is of interest please request if installments are available. Example for this estimate 2 monthly payments of \$1,416.44. The number of installments payments can be adjusted ie. 3, 6, 9 months

Dayton Robinson
Pueblo Lawn Cop Inc
719-543-9834

Client/Owner



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: A RESOLUTION CONFIRMING THE APPOINTMENT OF ALEXANDRIA A. ROMERO TO THE POSITION OF FINANCE DIRECTOR

SUMMARY:

The Mayor has appointed Alexandria A. Romero to the vacant position of Finance Director and requests confirmation of said appointment by the City Council. Such appointment is based on Ms. Romero's education, training, experience, and fitness for the position.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The former Finance Director, Charles Hernandez resigned from the position effective May 31, 2021. The City engaged in a national search to fill this critical position in the City. After a series of interviews, the Mayor selected Ms. Alexandria A. Romero. Part of the selection process included a verification of her qualifications which demonstrated her extensive background in finance and auditing. The Mayor is confident that this makes her a highly qualified candidate for the position.

Ms. Romero is a Certified Public Accountant with a Master of Professional Accounting from Colorado State University Global and a Bachelor of Science in Business Administration, Accounting Concentration from Colorado State University, Fort Collins. Ms. Romero is experienced in Generally Accepted Accounting Principles (GAAP), Financial Accounting Standards Board (FASB) and Governmental Accounting Standards Board (GASB) statements and the Statement on Standards for Accounting and Review Services (SSARS).

Ms. Romero held positions as the Finance Director and Chief Financial Officer for the Pueblo City-County Library District from 2020 to 2022. She has been employed in the

finance field in auditing and accounting capacities since 2007. Ms. Romero has prepared and managed budgets for several not-for-profit and governmental organizations.

Over the past four years, Ms. Romero has received a number of professional and leadership awards acknowledging her outstanding accomplishments. Just a few of which include the Outstanding Young CPA Award - American Institute of Certified Public Accountants (2022), Colorado State University Department of Accounting Hall of Fame inductee (2022), Women to Watch Emerging Leader Award - Colorado Society of Certified Public Accountants (2021), and the 40 Under 40 Emerging Leaders Award - Pueblo Latino Chamber of Commerce (2019).

FINANCIAL IMPLICATIONS:

The salary and benefits of the Finance Director 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 the Finance Director candidate will result in that position remaining vacant.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15020

A RESOLUTION CONFIRMING THE APPOINTMENT OF
ALEXANDRIA A. ROMERO TO THE POSITION OF FINANCE
DIRECTOR

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Alexandria A. Romero to the vacant position of Finance Director; and

WHEREAS, Ms. Romero meets and surpasses the qualifications for appointment as the Finance Director based upon his education, training, and experience; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Alexandria A. Romero as Finance Director is hereby confirmed.

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: September 26, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dan Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND ROSEMOUNT MUSEUM, 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

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Grant Agreement with Rosemount Museum, a Colorado nonprofit corporation ("Rosemount") to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$10,000.00 will be paid out of Project No. CI2113, the American Rescue Plan Act.

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 the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

Rosemount Museum is a 129-year-old, 24,000 square foot historic home. Utilities for the mansion cost \$4,600 - \$5,200 per month and repair costs tend to be much higher than that of a regular home or more modern building, in most cases. Simple repairs that may cost \$2,500 in other buildings can exceed \$20,000 at Rosemount. The bill to

replace one stair on the front porch recently was \$8,800 and a one-unit furnace replacement in the carriage house was \$13,000.

Rosemount Museum was closed March 4 - June 11, 2020. The museum chose to keep staff (five employees) rather than lay anyone off. Three staff members were considered essential in terms of keeping the mansion and property safe and running appropriately. Two staff members worked from home taking care of office needs, such as accounts payable and payroll, among other duties.

Once the museum opened in June, 2020, staff was busy with normal maintenance and care for the mansion, carriage house and grounds. However, visitation was dismal (a loss of about \$19,000 in admissions). Along with that, all museum events were canceled (approximately \$40,000 in lost revenue) for the year and all the events booked in the Carriage House, a small event venue, were lost (approximately \$25,000 in revenue). Museum memberships were also down (\$8,500 loss) and donations fell as well. The museum's number of visitors/tourists fell from 6,608 in 2019 to 1,683 in 2020.

Rosemount is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C). Rosemount is also a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

FINANCIAL IMPLICATIONS:

Rosemount will receive \$10,000.00 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the Rosemount Museum.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. Grant Agreement

ORDINANCE NO. 10271

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND ROSEMOUNT MUSEUM, 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

RECITALS

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

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

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

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

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Grant Agreement (“Agreement”) dated September 26, 2022, between the City of Pueblo, a Colorado municipal corporation and the Rosemount Museum, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved:

SECTION 2.

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

SECTION 3.

Funds in the amount of \$10,000.00 are hereby authorized to be paid to Rosemount from Project No. CI2113 – American Rescue Plan Act, for purposes of mitigating the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic, as described in the attached Agreement.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022.
- ☐ Disapproved on _____ based on the following objections:

Hilda Leados
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

W. G. S. S.
City Clerk

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into this 26th day of September, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Rosemount Museum, a Colorado nonprofit corporation, hereinafter referred to as the "Grantee" or "Rosemount." City and Grantee/Rosemount are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

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

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

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

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. 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); and

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

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

WHEREAS, Grantee has requested that the City use CLRF funds to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Grantee for the aforesaid purpose.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) Rosemount Museum is a 129-year-old, 24,000 square foot historic home. Utilities for the mansion cost \$4,600 - \$5,200 per month and repair costs tend to be much higher than that of a regular home or more modern building in most cases. Simple repairs that may cost \$2,500 in other buildings can exceed \$20,000 at Rosemount. The bill to replace one stair on the front porch recently was \$8,800 and a one unit furnace replacement in the carriage house was \$13,000.

(b) Rosemount Museum was closed March 4 - June 11, 2020. The museum chose to keep staff (five employees) rather than lay anyone off. Three staff members were considered essential in terms of keeping the mansion and property safe and running appropriately. Two staff members worked from home taking care of office needs, such as accounts payable and payroll, among other duties.

(c) Once the museum re-opened in June, 2020, staff was busy with normal maintenance and care for the mansion, carriage house and grounds. However, visitation was dismal (a loss of about \$19,000 in admissions). Along with that, all museum events were canceled (approximately \$40,000 in lost revenue) for the year and all the events booked in the Carriage House, a small event venue, were lost (approximately \$25,000 in revenue). Museum memberships were down (\$8,500 loss) and donations fell as well.

(d) The museum's number of visitors/tourists fell from 6,608 in 2019 to 1,683 in 2020.

(e) Grantee is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C).

(f) Grantee is a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

2. RESPONSIBILITIES OF GRANTEE

Prior to receiving ARPA funds under this Agreement, Grantee is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. City Sales Tax License;
3. State Sales Tax License;
4. Certificate of Good Standing from the Office of the Secretary of State.

3. PAYMENTS TO GRANTEE

(a) The aggregate of all payments made hereunder shall not exceed Ten Thousand Dollars (U.S. \$10,000). Payment will be made within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Grantee.

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

4. TERM OF PROJECT AND AGREEMENT

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

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

5. TERMINATION OF AGREEMENT

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

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

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Grantee shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City.

6. ASSIGNABILITY

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

7. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement constitute the entire and complete agreement of the Parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Grantee and City.

8. GOVERNMENT IMMUNITY.

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

9. NO THIRD-PARTY BENEFICIARIES.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

10. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY.

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

11. SEVERABILITY.

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

12. RULES OF CONSTRUCTION.

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

13. WAIVER.

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

14. NO MONETARY DAMAGES AGAINST CITY.

In consideration of City entering into the Agreement, Grantee waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

15. COUNTERPARTS.

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

16. SIGNATURES.

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

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

ATTEST:

CORPORATION

CITY OF PUEBLO
A COLORADO MUNICIPAL

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

Grantee:

ROSEMOUNT MUSEUM
a Colorado nonprofit corporation

ATTEST:

By _____
Signature

Name _____

Title _____

By _____
Signature

Name _____

Title _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dan Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BESSEMER HISTORICAL SOCIETY DBA THE STEELWORKS CENTER OF THE WEST, 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

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Grant Agreement with the Bessemer Historical Society d/b/a the Steelworks Center of the West, a Colorado nonprofit corporation ("SCW") to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$10,000.00 will be paid out of Project No. CI2113, the American Rescue Plan Act.

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 the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

As a result of the COVID-19 pandemic, the Steelworks Center of the West closed March 16, 2020 and remained closed through August 5, 2020 in accordance with local and state COVID-19 mandates. During this time, SCW's Board made the difficult

decision to terminate 33% of SCW's staff due to the lack of income.

SCW reopened for a short time beginning August 5, 2020 only to close again to the public on November 16, 2020 when one of SCW's own staff tested positive for the virus. Following this interval, the entire museum facility was deep cleaned by a professional janitorial company. In an abundance of caution, SCW remained closed until April 6, 2021.

In addition to the lack of museum admission fees, gift shop sales, archives fees, donations were also lacking throughout most of 2020. SCW was forced to cancel several of its major fundraising endeavors. SCW's only fundraiser in 2020, the "Faces of CF&I/Hall of Fame" event took place in February, 2020, just before the mandatory closures. SCW raised \$34,716 during that event. SCW was unable to host the "Faces of CF&I/Hall of Fame" evening event in 2021 due to COVID, a potential loss of revenue of \$34,000.

SCW was also unable to host its annual summer fundraiser, "Steel'eburation" in 2020 and 2021, a potential loss of revenue of \$6,000 each year. SCW was also unable to host its "Saints and Sinners" fundraiser in 2020. In 2021, SCW hosted the event, but on a much smaller scale, a potential loss of revenue of \$1,300.

SCW is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C). In addition, SCW is a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

FINANCIAL IMPLICATIONS:

SCW will receive \$10,000.00 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the Steelworks Center of the West.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. Grant Agreement

ORDINANCE NO. 10272

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE BESSEMER HISTORICAL SOCIETY D/B/A THE STEELWORKS CENTER OF THE WEST, 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. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

RECITALS

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

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

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

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

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Grant Agreement (“Agreement”) dated September 26, 2022, between the City of Pueblo, a Colorado municipal corporation and the Bessemer Historical Society d/b/a the Steelworks Center of the West, a Colorado nonprofit corporation (“SCW”), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$10,000.00 are hereby authorized to be paid to SCW from Project No. CI2113 – American Rescue Plan Act, for purposes of mitigating the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic as described in the attached Agreement.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022.
- ☐ Disapproved on _____ based on the following objections:

Nilda Leal
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

W. G. S. S.
City Clerk

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into this 26th day of September, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Bessemer Historical Society, Inc. d/b/a Steelworks Center of the West, a Colorado nonprofit corporation, hereinafter referred to as the "Grantee" or "SCW." City and Grantee/SCW are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

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

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

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

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. 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); and

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

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

WHEREAS, Grantee has requested that the City use CLRF funds to mitigate the financial hardship caused by a decline in visitors and revenue as a result of the COVID-19 pandemic (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Grantee for the aforesaid purpose.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) As a result of the COVID-19 pandemic, Grantee Steelworks Center of the West closed on March 16, 2020 and remained closed through August 5, 2020 in accordance to local and state COVID-19 mandates. During this time, Grantee's Board made the difficult decision to terminate 33% of SCW's staff due to the lack of income.

(b) Grantee reopened for a short time beginning August 5, 2020 only to close again to the public on November 16, 2020 when one of SCW's own staff tested positive for the virus. Following this interval, the entire museum facility was deep cleaned by a professional janitorial company. In an abundance of caution, Grantee remained closed until April 6, 2021.

(c) In addition to the lack of museum admission fees, gift shop sales, archives fees, donations were also lacking throughout most of 2020. Grantee was forced to cancel several of its major fundraising endeavors. Grantee's only fundraiser in 2020, the "Faces of CF&I/Hall of Fame" event took place in February, 2020, just before the mandatory closures. Grantee raised \$34,716 during that event. Grantee was unable to host the "Faces of CF&I/Hall of Fame" evening event in 2021 due to COVID, a potential loss of revenue of \$34,000.

(d) Grantee was also unable to host its annual summer fundraiser, "Steel'eburation" in 2020 and 2021, a potential loss of revenue of \$6,000 each year. Grantee was also unable to host its "Saints and Sinners" fundraiser in 2020. In 2021, Grantee hosted the event, but on a much smaller scale, a potential loss of revenue of \$1,300.

(e) Grantee is a nonprofit organization disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (3) (C).

(f) Grantee is a member of the tourism industry eligible for reimbursement of payroll costs and covered benefits for employees, the compensation of returning employees and financial support for operations and maintenance of existing equipment and facilities under 31 CFR 35.6.(b) (3) (D).

2. RESPONSIBILITIES OF GRANTEE

Prior to receiving ARPA funds under this Agreement, Grantee is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. City Sales Tax License;
3. State Sales Tax License;
4. Certificate of Good Standing from the Office of the Secretary of State.

3. PAYMENTS TO GRANTEE

(a) The aggregate of all payments made hereunder shall not exceed Ten Thousand Dollars (U.S. \$10,000). Payment will be made within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Grantee.

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

4. TERM OF PROJECT AND AGREEMENT

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

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

5. TERMINATION OF AGREEMENT

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

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

(c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Grantee shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City.

6. ASSIGNABILITY

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

7. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement constitute the entire and complete agreement of the Parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Grantee and City.

8. GOVERNMENT IMMUNITY.

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

9. NO THIRD-PARTY BENEFICIARIES.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

10. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY.

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

11. SEVERABILITY.

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

12. RULES OF CONSTRUCTION.

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

13. WAIVER.

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

14. NO MONETARY DAMAGES AGAINST CITY.

In consideration of City entering into the Agreement, Grantee waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

15. COUNTERPARTS.

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

16. SIGNATURES.

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

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

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

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

16. SIGNATURES.

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

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

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

Grantee:

BESSEMER HISTORICAL SOCIETY, INC.
D/B/A STEELWORKS CENTER OF THE
WEST
a Colorado nonprofit corporation

ATTEST:

By
Signature

Name Christine Trujillo
Title Executive Director

By _____
Signature

Name _____
Title _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dan Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SO COL RACING DBA SOUTHERN COLORADO YOUTH DEVELOPMENT 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 TWO HUNDRED DOLLARS (\$40,200) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with SoCol Racing, d/b/a Southern Colorado Youth Development, a Colorado nonprofit corporation ("SCYD") to support its Motovate Program which partners low-income at-risk children with caring adults and a trail bike to teach participants how to care for and safely ride in the outdoors for the purpose of allowing the participants to build self-esteem, self-discipline, teamwork and leadership skills (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$40,200.00 will be paid out of Project No. CI2113, the American Rescue Plan Act.

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 the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

The Agreement approved by the attached Ordinance requires SCYD to provide the

following programs and services:

1. SCYD shall implement a three-part program (employment, outdoor activities and engagement) which empowers youth to live a positive life, learn skills required to secure and retain employment, and ultimately reach for and achieve a brighter future. Participating youth shall be taught how to: complete a job application, write a resume, master work site etiquette and develop soft skills. In some cases, youth shall receive on-the-job training from project partners. The outdoor activities segment shall expose youth to various activities such as hiking, swimming and skiing, among other healthy and pro-social recreational activities they may not otherwise have access to.

2. The engagement portion of the Subrecipient's program shall provide youth the opportunity to interact with diverse individuals from different facets of our community, from first responders to the decision makers and leaders of our community. This segment shall teach young men and women etiquette in their homes and in the community. Participants shall learn socially appropriate behaviors in various settings. Youth will work with SCYD trainers, as well as trainers from outside the organization to better develop these skills. The expectation is that the youth will develop the skills needed to act and behave in a professional manner. To further employment outcomes for youth, SCYD shall collaborate with the Workforce Center and YouthWorks to create a network for adolescent job seekers. SCYD shall encourage and assist youth interested in post-secondary educational and tradeschool opportunities to pursue and accomplish their educational objectives.

FINANCIAL IMPLICATIONS:

SCYD will receive \$40,200.00 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support SCYD's Motovate Program.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. Subrecipient Agreement

ORDINANCE NO. 10273

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND SOCOL RACING D/B/A SOUTHERN COLORADO YOUTH DEVELOPMENT. 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 TWO HUNDRED DOLLARS (\$40,200) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

RECITALS

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

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

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

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

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Subrecipient Agreement (“Agreement”) dated September 26, 2022, between the City of Pueblo, a Colorado municipal corporation and So Col Racing d/b/a Southern Colorado Youth Development, a Colorado nonprofit corporation (“SCYD”), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$40,200.00 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of providing financial support to SCYD's Motovate Program which partners low-income at-risk children with caring adults and a trail bike to teach participants how to care for and safely ride in the outdoors for the purpose of allowing the participants to build self-esteem, self-discipline, teamwork and leadership skills, as described in the attached Agreement.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022.
- ☐ Disapproved on _____ based on the following objections:

Hilda Leal
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

Lygia
City Clerk

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 26th day of September, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and So Col Racing d/b/a Southern Colorado Youth Development, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "SCYD." City and Subrecipient/PSA are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

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

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

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

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. 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); and

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

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

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

WHEREAS, Subrecipient has requested that the City use CLRF Funds to support its Motovate Program which partners low-income at-risk children with caring adults and a trail bike to teach participants how to care for and safely ride in the outdoors for the purpose of allowing the participants to build self-esteem, self-discipline, teamwork and leadership skills (hereinafter "Project"); and

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

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

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

1. FACTUAL BASIS FOR THE GRANT AWARD

- (a) Southern Colorado Youth Development (SCYD) is a non-profit, 501c3 organization. Since 2015, SCYD has been working with Pueblo's youth to ensure they have a gathering place and opportunities for positive youth-adult interactions. The organization is led by its founder, Mike Riley, MSW, an experienced social worker and registered psychotherapist who built the programs using standards-based interventions that combine best practice youth leadership and engagement structures with his passion for motorcycles. SCYD instructors and staff come from diverse backgrounds, career experiences and cultures which gives kids unique opportunities to connect with trusted adults, in many cases developing into long-term positive relationships. The staff possess varied certifications and skillsets that include Heartmath, counseling, suicide prevention and soft-skills training.
- (b) During the pandemic, SCYD became one of ten Colorado community centers to partner with Comcast Colorado to develop WiFi-connected "Lift Zones." These Lift Zones are safe spaces created to "level the digital access playing field" to help low-income students and individuals get online, access critical resources, and participate in digital literacy and workforce trainings. The Lift Zones support access to online education throughout the school year, during the summer months and in times of COVID remote learning.
- (c) SCYD's programming uses minibikes to empower youth to strive for a productive, meaningful life and to express themselves safely and creatively. SCYD teaches youth the importance of family, school and healthy living, using dirt bikes as a motivational tool. Subrecipient works with youth that may not respond to more traditional interventions.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:
 - 1. Federal SAM Unique Entity ID;
 - 2. City Sales Tax License;
 - 3. State Sales Tax License;
 - 4. IRS designation as a 501(c)(3) nonprofit entity; and
 - 5. Certificate of Good Standing from the Office of the Secretary of State.
- (b) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably

necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.

- (c) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.
- (d) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- (e) The Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (f) This certification is a material representation of fact relied upon by City. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (g) The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C during the term of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. RESPONSIBILITIES OF THE CITY

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

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

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

compliance with the requirements identified in Exhibit “C” and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.

- (b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- (c) The aggregate of all payments made hereunder shall not exceed Forty-One Thousand Two Hundred Dollars (U.S. \$41,200.00). City shall make payments to Subrecipient according to the following schedule:

Date	Description	Amount
10-15-22	Initial payment	\$ 10,200.00
01-15-23	Second payment (contingent on receipt of quarterly report covering 09/26/22 to 12/31/22)	10,000.00
04-15-23	Third payment (contingent on receipt of quarterly report for the preceding quarter)	10,000.00
07-15-23	Final payment (contingent on receipt of quarterly report for the preceding quarter)	10 ,000.00
Total		\$ 40,200.00

- (d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:
 - A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
 - A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.
- (e) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

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

6. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.
- (b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.
- (c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable

business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

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

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

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

12. INDEPENDENCE OF SUBRECIPIENT

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

13. LIABILITY AND INSURANCE

- (a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.
- (b) During the term of the Project, Subrecipient shall maintain Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

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

15. REVERSION OF ASSETS

- (a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- (b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

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

17. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Subrecipient and City.

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

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

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party

submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

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

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

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

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

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

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

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

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

Subrecipient:

SO COL RACING d/b/a SOUTHERN
COLORADO YOUTH DEVELOPMENT
A COLORADO NONPROFIT
CORPORATION

ATTEST:

By _____
Signature

Name _____

Title _____

By _____
Signature

Name _____

Title _____

EXHIBIT A SCOPE OF SERVICES

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

A. Performance Monitoring:

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

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

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

1. SCYD shall implement a three-part program (employment, outdoor activities and engagement) which empowers youth to live a positive life, learn skills required to secure and retain employment, and ultimately reach for and achieve a brighter future. Participating youth shall be taught how to: complete a job application, write a resume, master work site etiquette and develop soft skills. In some cases, youth shall receive on-the-job training from project partners. The outdoor activities segment shall expose youth to various activities such as hiking, swimming and skiing, among other healthy and pro-social recreational activities they may not otherwise have access to.

2. The engagement portion of the Subrecipient's program shall provide youth the opportunity to interact with diverse individuals from different facets of our community, from first responders to the decision makers and leaders of our community. This segment shall teach young men and women etiquette in their homes and in the community. Participants shall learn socially appropriate behaviors in various settings. Youth will work with SCYD trainers, as well as trainers from outside the organization to better develop these skills. The expectation is that the youth will develop the skills needed to act and behave in a professional manner. To further employment outcomes for youth, SCYD shall collaborate with the Workforce Center and YouthWorks to create a network for adolescent job seekers. SCYD shall encourage and assist youth interested in post-secondary educational and trade-school opportunities to pursue and accomplish their educational objectives.

3. Subrecipient's performance under this Subrecipient Agreement shall be assessed by the following criteria:

- Youth engagement in pro-social activities that build self-worth and encourage social interactivity to reduce recidivism and social withdrawal;
- Youth experience social-emotional development; personalized goal and benchmark setting; development of coping skills; development of job skills (including soft skills);
- Youth engage in interactive team building with peers through team-oriented projects;
- Youth learn about fundamental mechanical and maintenance procedures, safety training, good sportsmanship and proper dirt bike riding techniques; how to engage in competitive team oriented and personal challenge events;
- Youth develop positive interpersonal skills with trusted adults, other youth, mentors and program directors;
- Youth learn useful tools for the prevention of destructive behavior (substance abuse, truancy, curfew violations, vandalism and other delinquent behavior) and demonstrate improved behavior at home, in school, and in the community;
- Youth learn how to take responsibility for their own actions and to understand and accept rewards and consequences.

C. Budget

Program Expenses	\$ 4,500
Salaries	17,500
Facilities & Equipment	6,500
Operations	5,500
Contract Services	6,200
Total	\$40,200

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

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

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

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

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

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

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

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

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

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

EXHIBIT C CERTIFICATIONS

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

Municipal and State

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

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

Federal

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

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

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

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

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

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

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

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

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

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

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

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

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);

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

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

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

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

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

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

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

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

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

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

- (a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement , the making of any federal grant, the making of any federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

(25) The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(26) The Subrecipient and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

(27) To the extent consistent with law and in accordance with 2 C.F.R. § 200.322, Subrecipient and all of its subcontractors will to the greatest extent practicable under the Agreement, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). This requirement must be included in all contracts and purchase orders which Subrecipient may enter into.

EXHIBIT D

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

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of Agreement ing 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 Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes __, No __.
- b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes __, No __.

If you answered "yes" please state which of the above entities best describes your business:

- c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent Agreement or 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 Agreement or other arrangement for services between you and the City of Pueblo.

Signed _____, 20____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dan Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FUEL AND IRON COMMERCIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CRF 35.6 AND AUTHORIZING THE PAYMENT OF TWO HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED TWENTY-ONE AND 51/100 DOLLARS (\$294,121.51) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Grant Agreement with Fuel and Iron Commercial LLC, a Colorado limited liability company ("Fuel & Iron") to reimburse Fuel & Iron for the cost of acquiring restaurant fixtures and equipment for the Fuel & Iron Food Hall located at 400 S. Union Ave., Pueblo, CO 81003 (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$294,121.51 will be paid out of Project No. CI-2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

The redevelopment of the Holmes Hardware Block will consist of the Fuel & Iron Food Hall on the first floor and 28 affordable housing units on the second and third floors of

the previously abandoned and vacant building located at 400 S. Main Street in downtown Pueblo. The larger project site will have roughly a half acre devoted to an urban farm, ample parking for both the food hall customers and apartment residents, and roughly a half-acre dedicated to additional housing in Phase II of the project.

After the restauranteurs are successful in opening up their own stand-alone brick and mortar locations, their space in the food hall will be given to other restauranteurs, and the cycle will be repeated, affording these entrepreneurial chefs opportunities they would not have otherwise had and at the same time invigorating the Pueblo restaurant scene as a whole.

The upper floors of the Holmes Hardware block, in conjunction with Phase II of the site redevelopment, will bring much needed housing into Downtown Pueblo, and will help activate Pueblo's downtown during a much greater portion of the week. The aim of the project is to be catalytic, encouraging more commercial and residential development downtown and further encouraging Pueblo's growth in a way that honors local residents and businesses to live, work, and play downtown.

The Fuel & Iron Project will have a catalytic impact in contributing to the recovery of the hospitality and tourism industry from the impacts of COVID-19. In addition to its impact on small business creation for restauranteurs as described above, the project will create 57 FTE positions in the hospitality industry, helping to make up for some of the job losses due to the pandemic.

Furthermore, the Fuel & Iron food hall will help rebuild Pueblo's tourism industry because it will be a can't miss amenity for tourists and out of town visitors. Its location strategically bookends Union Avenue, with downtown's other main tourist attraction - the Pueblo Riverwalk. As locals and tourists alike move between the food hall and the Riverwalk, the increased traffic along Union Ave. will create greater opportunities for the intervening businesses. By adding another amenity downtown, locals will be encouraged to make more trips downtown, and tourists will have enough amenities to remain in Pueblo for longer durations, which will further create economic opportunities for the rest of downtown Pueblo.

Fuel & Iron is a small business disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (2) (iii) (B).

Fuel & Iron is engaged in the development, repair and operation of affordable housing and services or programs to increase long-term housing security under 31 CFR 35.6 (b) (3) (ii) (A) (5).

Fuel & Iron is engaged in the rehabilitation of commercial properties and is eligible for a grant for start-up costs for a small business under 31 CFR 35.6 (b) (3) (ii) (B) (2).

FINANCIAL IMPLICATIONS:

Fuel and Iron will receive \$294,121.51 in ARPA funds from Project No.CI-2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the Fuel & Iron Food Hall project.

RECOMMENDATION:

Approval of the Ordinance

ATTACHMENTS:

1. Grant Agreement

ORDINANCE NO. 10274

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A GRANT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND FUEL AND IRON COMMERCIAL, LLC, A COLORADO LIMITED LIABILITY COMPANY, 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 TWO HUNDRED NINETY-FOUR THOUSAND ONE HUNDRED TWENTY-ONE AND 51/100 DOLLARS (\$294,121.51) FROM PROJECT NO. CI-2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

RECITALS

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

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

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

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

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

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

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Grant Agreement (“Agreement”) dated September 26, 2022, between the City of Pueblo, a Colorado municipal corporation and Fuel and Iron Commercial, LLC, a Colorado limited liability company (“Fuel & Iron”), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$294,121.51 are hereby authorized to be paid from Project No. CI-2113 – American Rescue Plan Act, for purposes of reimbursing Fuel & Iron for the cost of acquiring restaurant fixtures and equipment for the Fuel & Iron Food Hall located at 400 S. Union Ave., Pueblo, CO 81003, as described in the attached Agreement.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022.
- ☐ Disapproved on _____ based on the following objections:

Hilda Leados
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

W. G. S. S.
City Clerk

GRANT AGREEMENT

THIS GRANT AGREEMENT ("Agreement") is made and entered into this 26th day of September, 2022, (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Fuel and Iron Commercial, LLC, a Colorado limited liability company, hereinafter referred to as the "Grantee" or "Fuel & Iron." City and Grantee/Fuel & Iron are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

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

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

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

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. 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); and

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

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

WHEREAS, Grantee has requested that the City use CLRF funds to reimburse Grantee for the cost of acquiring restaurant fixtures and equipment for the Fuel & Iron Food Hall located at 400 S. Union Ave., Pueblo, CO 81003 (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Grantee for the aforesaid purposes; and

WHEREAS, Grantee has represented to the City that it is duly qualified, eligible and willing to undertake the Project in accordance with the terms and conditions of this Agreement.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

(a) The redevelopment of the Holmes Hardware Block will consist of the Fuel & Iron Food Hall on the first floor and 28 affordable housing units on the second and third floors of the heretofore abandoned and vacant building located at 400 S. Union Avenue in downtown Pueblo. The larger project site will have roughly an acre devoted to an urban farm, ample parking for both the food hall customers and apartment residents, and roughly a half-acre dedicated to additional housing in Phase II of the project.

(b) Fuel & Iron will serve as an incubator for the next generation of great Pueblo restaurants. The five restaurant spaces within the food hall will be occupied by independent local chefs and restaurateurs. During this time, the up-and-coming culinarians will receive business planning and financing guidance, in addition to help with site selection and lease negotiation for their own brick and mortar locations within Pueblo.

(c) After the restaurateurs are successful in opening up their own stand-alone brick and mortar locations, their space in the food hall will be given to another restaurateur, and the cycle will be repeated, affording these entrepreneurial chefs opportunities they would not have otherwise had and at the same time invigorating the Pueblo restaurant scene as a whole.

(d) The upper floors of the Holmes Hardware block, in conjunction with Phase II of the site redevelopment, will bring much needed housing into Downtown Pueblo, and will help activate Pueblo's downtown during a much greater portion of the week. The aim of the project is to be catalytic, encouraging more commercial and residential development downtown and further encouraging Pueblo's growth in a way that honors local residents and businesses to live, work, and play downtown.

(e) The Fuel & Iron Project will have a catalytic impact in contributing to the recovery of the hospitality and tourism industry from the impacts of COVID-19. In addition to its impact on small business creation for restaurateurs as described above, the project will create 57 FTE positions in the hospitality industry, helping to make up for some of the job losses due to the pandemic.

(f) Furthermore, the Fuel & Iron Food Hall will help rebuild Pueblo's tourism industry because it will be a can't miss amenity for tourists and out of town visitors. Its location strategically bookends Union Avenue with downtown's other main tourist attraction - the Pueblo Riverwalk. As locals and tourists alike move between the food hall and the Riverwalk, the increased traffic along Union Ave. will create greater opportunities for the intervening businesses. By adding another amenity downtown, locals will be encouraged to make more trips downtown, and tourists will have enough amenities to remain in Pueblo for longer durations, which

will further create economic opportunities for the rest of downtown Pueblo.

(g) Grantee is a small business disproportionately impacted by the COVID-19 public health emergency, operating in a qualified census tract under 31 CFR 35.6.(b) (2) (iii) (B).

(h) Grantee is engaged in the development, repair and operation of affordable housing and services or programs to increase long-term housing security under 31 CFR 35.6 (b) (3) (ii) (A) (5).

(i) Grantee is engaged in the rehabilitation of commercial properties and is eligible for a grant for start-up costs for a small business under 31 CFR 35.6 (b) (3) (ii) (B) (2).

2. RESPONSIBILITIES OF GRANTEE

Prior to receiving ARPA funds under this Agreement, Grantee is required to provide the City with the following information and documentation:

1. Federal SAM Unique Entity ID;
2. State Sales Tax License;
3. Certificate of Good Standing from the Office of the Secretary of State.

Grantee shall apply for a City Sales Tax License within ten (10) days of receiving a Certificate of Occupancy for the Fuel & Iron Food Hall.

3. PAYMENTS TO GRANTEE

- (a) The aggregate of all payments made hereunder shall not exceed Two Hundred Ninety-Four Thousand One Hundred Twenty-One and 51/100 Dollars (U.S. \$294,121.51). The grant funds shall not be distributed in a lump sum. Grantee shall provide the City with invoices for the restaurant fixtures and equipment purchased by Grantee for use in the Fuel & Iron Food Hall.
- (b) Upon expiration of the term of this Agreement or upon any prior termination, Grantee shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

4. TERM OF PROJECT AND AGREEMENT

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

5. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Grantee, upon ten (10) days written notice to Grantee including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Grantee. Cause for termination shall include any material failure by Grantee to comply with any term of this Agreement.
- (b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Grantee, which decision shall not be subject to appeal.
- (c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Grantee shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City.

6. ASSIGNABILITY

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

7. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement constitute the entire and complete agreement of the Parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of both the Grantee and City.

8. GOVERNMENT IMMUNITY.

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

9. NO THIRD-PARTY BENEFICIARIES.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

10. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY.

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

11. SEVERABILITY.

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

12. RULES OF CONSTRUCTION.

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

13. WAIVER.

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

14. NO MONETARY DAMAGES AGAINST CITY.

In consideration of City entering into the Agreement, Grantee waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

15. COUNTERPARTS.

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

16. SIGNATURES.

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

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

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

City Clerk

[S E A L]

By _____
Nicholas A Gradisar, Mayor

Grantee:

FUEL AND IRON COMMERCIAL, LLC
a Colorado limited liability company

ATTEST:

By _____
Signature

Name _____

Title _____

By _____
Signature

Name _____

Title _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT IN AN AMOUNT NOT TO EXCEED \$150,000 BETWEEN THE CITY OF PUEBLO AND BROWN AND CALDWELL, INC., FOR REGULATORY ASSISTANCE AND GENERAL ENGINEERING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance accepts an agreement between the City and our Engineer of Record, Brown and Caldwell, Inc for professional services associated with regulatory assistance and general engineering services. The agreement will aid with permitting or evaluation of proposed regulatory changes in hearings and workgroups, engineering support for process issues or evaluations, and support for collection system inspections and field support.

PREVIOUS COUNCIL ACTION:

Resolution No. 14081 awarded an agreement between the City of Pueblo and Brown and Caldwell, Inc., to provide engineering services for the Pueblo Wastewater Department, on November 12, 2018.

BACKGROUND:

The Wastewater Department operates the 30-year-old James R. Dilorio Water Reclamation Facility and the collection system in which 67% of the infrastructure is over 50 years old. Process issues can occur for many reasons from improperly functioning equipment to unknown sources of contaminants. Brown and Caldwell can assist with the resolution by running the Water Reclamation Facility model to determine the outcome of various scenarios that can help determine the proper action without trial and error. Large engineering firms can also request information from other engineers throughout the United States to determine what has worked in other situations. This pool of knowledge can be valuable. The impact of any regulatory changes can be more fully understood if the engineering restrictions are evaluated. Response to regulatory changes and hearing proposals often need to be submitted quickly to have them considered by the Water Quality Control Division.

This agreement between the City and Brown and Caldwell, Inc. authorizes Brown and Caldwell, Inc. to provide the Wastewater Department with access to as needed assistance to make decisions on regulatory issues, resolve issues related to operation of the Water Reclamation Facility and general engineering services.

FINANCIAL IMPLICATIONS:

Funds for this project are available from the Sewer User Fund and have been appropriated in the Sewer User Fund, Professional Services 52541200-53001.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The alternative is to wait for specific issues to occur prior to requesting funds to address them. This would potentially allow a problem to escalate to a higher level before the issue could be resolved or not allow a response to the Water Quality Control Division due to insufficient time.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Professional Services Agreement

ORDINANCE NO. 10275

AN ORDINANCE APPROVING AN AGREEMENT IN AN AMOUNT NOT TO EXCEED \$150,000 BETWEEN THE CITY OF PUEBLO AND BROWN AND CALDWELL, INC., FOR REGULATORY ASSISTANCE AND GENERAL ENGINEERING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City of Pueblo owns, operates and maintains a wastewater system subject to the requirements of the Federal Clean Water Act and the Colorado Water Quality Control Act; and

WHEREAS, the Colorado Department of Public Health and Environment may adopt the changes in regulations that may affect the compliance status of Pueblo's Water Reclamation Facility; and

WHEREAS, the James R. Dilorio Water Reclamation Facility may require general engineering recommendations and guidance; and

WHEREAS, Brown and Caldwell, Inc is the Engineer of Record for the James R. Dilorio Water Reclamation Facility, they will provide professional services; NOW, THEREFORE,

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

SECTION 1.

The Agreement for Professional Services by and between Pueblo, a Municipal Corporation, and Brown and Caldwell, Inc., a true copy of which is attached hereto and incorporated herein by reference (the "Agreement") having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds for payment for professional services under said Agreement in an amount not to exceed \$150,000 shall be paid from appropriated funds budgeted in the City's 2022 Budget from the Sewer User Fund, Professional Services 52541200-53001.

SECTION 3.

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

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached agreement to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

☒ Approved on September 28, 2022.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

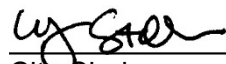
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

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

President of City Council

ATTEST



City Clerk

**AGREEMENT FOR PROFESSIONAL SERVICES
BY AND BETWEEN
CITY OF PUEBLO
AND
BROWN AND CALDWELL, INC.**

THIS AGREEMENT is made and entered this ____ day of September, 2022, by and between Pueblo, a Municipal Corporation ("Client") and Brown and Caldwell, Inc., a California Corporation (hereinafter referred to as "Consultant") for Consultant to render professional consulting and engineering services for Client with respect to Bid **18-087 Wastewater Department Engineer of Record – Regulatory Assistance including General Engineering Services** and related ancillary services, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES

(a) Consultant shall satisfactorily perform the professional planning and consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Basic Services"). Such services shall include all usual and customary professional consulting, engineering, assessment, support, and reporting services as set forth in Schedule 1. In the event this Agreement follows the selection of Consultant by Client pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.

(b) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

SECTION 2. CONSULTANT'S RESPONSIBILITIES

(a) Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same. Consultant shall perform its services in accordance with generally accepted standards and practices customarily utilized by competent engineering firms in effect at the time Consultant's services are rendered.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees.

(d) Consultant shall provide all services hereunder in a timely and efficient manner. Consultant shall provide monthly reports to the Client regarding status of all tasks.

(e) Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

SECTION 3. FEES FOR SERVICES; PAYMENT

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. \$150,000.00, computed as set forth in Schedule 2.

(b) Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and for reimbursable expenses incurred. Applications for payment shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and such expenses incurred. Thereafter, Client shall pay Consultant for the amount of the application within 30 days of the date such application is received.

(c) No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, or similar expenses unless otherwise provided and listed in Schedule 2.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's negligent errors or omissions.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(e).

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, surveys, data and previous reports accessible to Client which Consultant may reasonably require. Consultant shall rely on information provided without verification unless otherwise agreed in the specific Scope of Work.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum contract price.

(c) Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any drawings, specifications, reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERMINATION

(a) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon 10 days written notice, either for cause or for convenience. Upon such termination, Consultant and its

subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(b) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(c) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work with that level of care and skill ordinarily exercised by consultants performing similar services at the time such services are performed, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(d) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. USE OF DOCUMENTS

(a) Plans, drawings, designs, specifications, reports and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client upon payment to Consultant for work completed, subject to applicable federal grant requirements, and Client shall be vested with all rights therein of whatever kind and however created, whether by common law, statute or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion and (ii) in full compliance with the requirements of this Agreement and applicable federal regulations.

SECTION 7. INSURANCE AND INDEMNITY

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

(b) The minimum insurance coverage which Consultant 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 Client.

(ii) Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement/contract 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 Consultant with respect to all work performed by him and all his 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 Consultant under the provisions of the Agreement/Contract, 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 Client covering claims arising from the negligent acts, errors, or omissions in the services performed by Consultant for Client under this Agreement.

(iv) Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the agreement/contract 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 Consultant 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 Consultant.

(c) Consultant agrees to hold harmless, defend and indemnify Client from and against any liability to third parties, to the extent caused by the negligent acts or omissions of Consultant, its employees, subcontractors and consultants.

SECTION 8. SUBCONTRACTS

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant to the extent Client has paid Consultant for services performed by Consultant's subcontractors.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 9. MISCELLANEOUS

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, City of Pueblo, Department of Wastewater, Attn: Andra Ahrens, Director, 1300 S. Queens Avenue, Pueblo, Colorado, 81001, or to Consultant, Brown and Caldwell, Inc., Attn: Mary Kay Provaznik, Denver Local Leader, 1697 Cole Boulevard, Golden, Colorado, 80401. 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.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and

void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of Schedule 1 or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, national origin, disability or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void, and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then as of the time of any such determination, this entire Agreement shall be void and terminated pursuant to the provisions of Section 5 without waiving any claims or defenses.

SECTION 10. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986.

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

SECTION 11. PERA LIABILITY

Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant has submitted a completed Colorado PERA Questionnaire and submitted to Client as reference for this Agreement.

SECTION 12. 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 BROWN AND CALDWELL, INC.

By _____
Naomi Hedden, Director of Purchasing

By _____
Mary Kay Provaznik, Denver Local Leader

Attest _____
Marisa Stoller, City Clerk

[S E A L]

BALANCE OF APPROPRIATION EXISTS FOR THIS
CONTRACT 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 1 - SCOPE OF SERVICES

Excerpt from Brown and Caldwell letter to City dated August 10, 2022

Brown and Caldwell (BC) is pleased to present this proposal for continued Regulatory Assistance, General Engineering Services and Collection System Supplemental Services to the City of Pueblo's (Pueblo's) James R. Dilorio Water Reclamation Facility (WRF). With the ever-changing regulatory landscape, wastewater treatment providers are consistently faced with new and evolving regulatory requirements from the Water Quality Control Division (WQCD) and the Water Quality Control Commission (WQCC). This as-needed effort reflects the general type of assistance that could be needed while providing flexibility to respond to regulatory needs as they arise.

Phase 1: Regulatory Assistance

In order to maintain compliance while making sustainable choices, there are times when additional assistance may be needed to stay in front of regulatory issues. BC is providing this scope of work to provide such assistance on a time-and-materials basis. This scope of work outlines the tasks that BC could perform to assist Pueblo with permitting or other regulatory issues in the upcoming year. This may include items such as:

- Development of a water quality assessment (WQA) ahead of the next permit renewal, which may occur as early as Fall 2023.
- Assistance with any updates to the renewal permit application or preparation of water quality data for submittal.
- Assistance with developing reports and information associated with the DSV for the next WQCC review/update of the DSV.
- Assistance at upcoming WQCC Hearings such as Regulation 85, Regulation 32, Policy 17-1, Policy 06-1, Regulations 41 and 42, and/or Regulations 93 hearings.
- Review and comment development for the renewal permit documents when completed by the WQCD.
- Attendance of workgroup meetings or other regulatory meetings that may impact Pueblo.
- General permitting, compliance, or standards issues that may come up.

Because permitting and regulatory drivers are dynamic, BC will work closely with, and take direction from, Pueblo on an on-call basis.

Phase 2: General Engineering Services

BC will provide, as directed by Pueblo within the budget allowed for this task, additional Engineering support needed during the duration of this scope of work. Assistance may include items such as:

- Assistance with defining scope of work for new projects.
- Preparation and attendance of special workshops with BC experts.
- Preparation of documents and information for miscellaneous evaluations, studies, incidental engineering, and cost estimates.
- Other assistance as determined by Pueblo.

Phase 3: Collection System Supplemental Services

BC will provide, as directed by Pueblo within the budget allowed for this task, additional Engineering support needed during the duration of this scope of work. Assistance may include items such as:

- Field inspections.
- Survey.
- CCTV for larger diameter piping.
- Leakage detection.
- Manhole inspection.
- Preparation and attendance of special workshops with BC experts.
- Other assistance as determined by Pueblo.

Assumptions, Deliverables, and Schedule

BC assumes that Pueblo will provide any water quality data or other information that may be needed to complete the assigned tasks. Schedules and deliverables may be requested at the time of assignment and documented by email. Work on specific tasks will begin upon direction and be completed on a time-and-materials basis.

SCHEDULE 2 - FEE SCHEDULE

Excerpt from Brown and Caldwell letter to City dated August 10, 2022

Compensation

Phase 1: Regulatory Assistance

As this SOW may cover several tasks, and may include larger DSV related items, compensation is estimated at \$50,000 on an on-call basis. Time-related charges will be made in accordance with our contracted rate schedule, not to exceed \$50,000 without approval by Pueblo.

Phase 2: General Engineering Services

As this SOW may cover several tasks, compensation is estimated at \$50,000 on an on-call basis. Time-related charges will be made in accordance with our contracted rate schedule, not to exceed \$50,000 without approval by Pueblo.

Phase 3: Supplemental Collection System Services

As this SOW may cover several tasks, compensation is estimated at \$50,000 on an on-call basis. Time-related charges will be made in accordance with our contracted rate schedule, not to exceed \$50,000 without approval by Pueblo.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$20,000 FROM THE TRAILHEAD INSTITUTE FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2215, AND BUDGETING AND APPROPRIATING \$20,000 TO PROJECT NO. CI2215

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of \$20,000.00 from the Colorado Blueprint to End Hunger, administered by the Trailhead Institute, ("Trailhead") to provide funds for hunger relief work by the Pueblo Food Project through the Food Pantry Assistance Grant Program. This Ordinance creates Project No. CI2215, budgets and appropriates the grant funds to Project No. CI2215, and authorizes the Mayor to sign the Grant Agreement.

PREVIOUS COUNCIL ACTION:

City Council previously approved Ordinance No. 9703 on April 27, 2020, approving the initial Trailhead Grant Award, establishing Project No. CI2009, and budgeting and appropriating the initial grant funds to Project No. CI2009. City Council approved Ordinance No. 9733 on July 14, 2020, approving a second Trailhead Grant Award and budgeting and appropriating the grant funds to Project No. CI2009. City Council also approved Ordinance No. 9833 on December 14, 2020 approving another Trailhead Grant Award and budgeting and appropriating the grant funds to Project No. CI2009. City Council also approved Ordinance No. 9936, on May 24, 2021, approving another Trailhead Grant Award, of \$10,450 and budgeting and appropriating funds to Project No. CI2112. City Council also approved Ordinance No. 10063 on December 13, 2021 Trailhead Grant Award for Food Pantry Assistance establishing Project No. CI2122.

BACKGROUND:

The Pueblo Food Project applied for a grant administered by the Colorado Blueprint to End Hunger, to support hunger relief efforts in Pueblo via the Pueblo Food Project community pantry. The grant proposal was accepted and awarded in the amount of \$20,000. These

funds are to be used in accordance with the submitted proposal. All activities are geared towards hunger relief.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. Upon passage of the Ordinance, the City of Pueblo will receive the entire \$20,000.00 on behalf of the Pueblo Food Project. The total grant budget for Project No. CI2215 will become \$20,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the Pueblo Food Project will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Grant Agreement

ORDINANCE NO. 10276

AN ORDINANCE APPROVING AND ACCEPTING A GRANT IN THE AMOUNT OF \$20,000 FROM THE TRAILHEAD INSTITUTE FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2215, AND BUDGETING AND APPROPRIATING \$20,000 TO PROJECT NO. CI2215

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

SECTION 1.

The Grant Agreement for Colorado Food Pantry Assistance purposes dated August 23, 2022 ("Agreement") between the City of Pueblo, a Municipal Corporation, on behalf of the Pueblo Food Project, and the Trailhead Institute, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute said Agreement on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk is authorized to affix the seal of the City thereto and attest the same.

SECTION 3.

Project No. CI2215 is hereby created.

SECTION 4.

Funds in the amount of \$20,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2215.

SECTION 5 .

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

SECTION 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 September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.

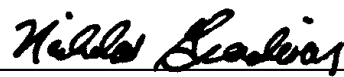


President of City Council

Action by the Mayor:

☒ Approved on September 28, 2022.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

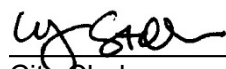
☐ Council did not act to override the Mayor's veto.

☐ 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

08/23/2022

Megan Moore
1 City Hall Pl
Pueblo, CO

Re: FOOD PANTRY ASSISTANCE GRANT PROGRAM

The Colorado Blueprint to End Hunger, administered by the Trailhead Institute (“**Trailhead**”) is pleased to award City of Pueblo, through the Pueblo Food Project a grant for \$20,000, defined below, or in any amendments to the Award, for the purposes set forth in Paragraph 1, below. This grant is being made in response to and in reliance upon the accuracy of statements made in your grant proposal dated July 31, 2022, and any subsequent submissions to Trailhead. By accepting this letter agreement, you agree to the following terms and conditions of the grant:

1. Purpose of Grant and Restrictions. The grant funds are restricted for the charitable purposes described in your grant proposal, attached as Schedule B and incorporated into this agreement by this reference, and must be used exclusively for those purposes. The grant may not be expended for any other purpose without Trailhead’s written approval. Further, Food Pantry Assistance grant funds must be used before June 30, 2023, unless Trailhead agrees in writing to extend such term. Any unspent grant funds will be requested back from grantees and must be returned to the Colorado Department of Human Services at the end of the grant period. Fund allocations are described in Schedule A. If Trailhead does not agree to such term extension, any unexpended or uncommitted grant funds must be repaid to Trailhead. You acknowledge and agree that this grant is funded with State of Colorado funds that then sub-awarded to Trailhead, and agree to comply with the terms and conditions of State of Colorado Session Bill C.R.S. 26-2-139, attached as Appendix 1 and incorporated into this Agreement by this reference.

2. Disbursement of Grant. Upon our receipt of an executed copy of this agreement, we will remit the 85 percent of the grant payment to your organization, and withhold the remaining 15 percent of the grant payment until the progress report is made as provided in Section 3 of this agreement.

3. Grant Reporting. You will furnish us with a mid-term progress report and final report, along with expense sheets, and copies of your food purchase receipts for all funds expended in each time period, upon the request of the Blueprint Grant Manager. The reports will cover the manner in which grant funds were spent and your progress made in accomplishing the purposes of the grant. The CO Blueprint to End Hunger will provide you with mid and final report templates, expense sheet templates to record grant expenses, and a [Google Drive link](#) to upload all invoices/receipts and expense sheets to your organization’s specific folder. All of the

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mentioned documents will also be available in the [Grantee share folder](#) to access at any time. You will also furnish us with such other reports and information relating to the grant as we may request from time to time, including, without limitation, financial statements and other reports concerning your organization. We recommend your organization create its own internal system for tracking expenses related to the grant to ensure all the dollars are spent correctly.

4. Inspections and Grant Oversight; Books and Records. We may, at our own expense, monitor and conduct an evaluation of the operations, programs or projects funded by the grant, which may include site visits by our representatives and discussions with your organization's personnel. Further, you will keep complete and accurate books and records of the funds received and expenses incurred under this grant for at least four years after your completion of use of the grant funds, and make such information available to us at reasonable times. We may, at our own expense and on reasonable notice, audit your books and records as they relate to the grant.

5. Publicity. Trailhead may include information regarding the grant, including the amount and purpose of the grant, your organization's logo or trademark or other information or materials about your organization and its activities, in any of its private or public reports. Trailhead may also refer to the grant in its press releases. You will not use Trailhead's logos or other trademarks without our prior review and written consent.

6. Conflicts of Interest. You agree not to engage in any business or activities, or maintain any relationship that conflicts in any way with the full performance of Trailhead under the Award. Such a conflict would arise if any of your employees, officers, or agents were to offer or provide any tangible benefit to any employee of the State of Colorado, or any member of the employee's immediate family, related to the Award.

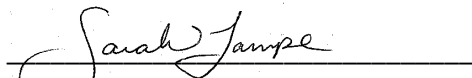
7. Suspension or Termination of Grant. The total amount of the grant, or any portion thereof, may be discontinued, modified or withheld at any time when, in our judgment, such action is necessary to comply with the requirements of any law or regulation affecting our responsibilities with respect to the grant. Further, we reserve the right to terminate this agreement and require you to return any unspent funds at our sole discretion, if (a) you violate any term or condition of this agreement, or (b) we believe you are no longer able to expend the grant funds as contemplated by this agreement and the grant proposal, or otherwise achieve the purposes of the grant. Finally, any part of the grant funds used in violation of this agreement will need to be repaid to us.

8. Miscellaneous. All references in this agreement to the term "grant" or "grant funds" refer to the original funds and any investment earnings thereon. This agreement will be governed in all respects by the laws of Colorado. You may not assign any rights or obligations under this agreement without our prior written consent. Subject to that, this agreement will be

binding upon our respective successors and assigns. This agreement is intended as the final and binding expression of our agreement relating to the grant and as the complete and exclusive statement of its terms. No amendment, supplement or waiver of this agreement will be effective unless made in writing and signed by an authorized representative of each of us. This agreement may be executed in one or more counterparts, each of which will be deemed an original and all of which will be taken together and considered to be one instrument. A scanned or digital signature will be accepted and effective as an original or manual signature.

Sincerely,

TRAILHEAD INSTITUTE

A handwritten signature in cursive script, reading "Sarah Lampe", is written over a horizontal line.

Sarah Lampe, President & Executive Director

The undersigned, on behalf of City of Pueblo, through the Pueblo Food Project, hereby accepts and agrees to all of the terms and conditions of the grant as set forth above; acknowledge they have received and retained a copy of this agreement; and certify they are duly authorized to accept the grant on behalf of and to commit City of Pueblo, through the Pueblo Food Project to all of its terms and conditions.

City of Pueblo, through the Pueblo Food Project

Nicholas Gradisar, Mayor, City of Pueblo

SCHEDULE A

Food Pantry Assistance Grant Funds	20000	Mid report, invoices/receipts, and expense sheet due January 11, 2023. Final report, invoices/receipts, and expense sheet due July 15, 2023. All funds must be expended by June 30, 2023.	
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In addition to the contract requirements and the scope of work below, the contractor commits to the following:

- 1) Carry out a community survey of at least 10 per agency during the grant period
- 2) Attend a welcome webinar on September 7th, 10:30am-12:00pm
- 3) Attend the Blueprint's Equity Continuum Webinar on September 14th, 10:30am-12:00pm
[Equity Continuum-English](#)
[Equity Continuum-Spanish](#)
- 4) Track pounds of Colorado produce purchased with FPAG funds and track the number of community members served each month.

SCHEDULE B

Grant Proposal/Scope of Work

2022/2023 Colorado Food Pantry Assistance Grant Application (FPAG)

Thanks for your interest in the Food Pantry Assistance Grant (FPAG)! The Colorado Blueprint to End Hunger is working towards a Colorado where everyone who lives here can access the food they choose, where they want it, when they need it. The purpose of this grant program is to: 1) aid Colorado food pantries and food banks in the purchase and distribution of foods that better meet the needs of their communities; 2) expand access to culturally relevant and nutritionally appropriate foods within the charitable food system; and 3) ensure that the charitable food system is grounded in equity and is responsive to community needs.

This grant is open to all food pantries and food banks that meet the following requirements as defined by Colorado Revised Statute 26-2-139:

"Food pantry" means an individual site that buys food or receives donations of foods that are then directly distributed to those in its community. This includes faith-based organizations.

"Food bank" means a charitable organization, exempt from federal income taxation under the provisions of the internal revenue code, that acquires and distributes food and nonfood essentials to other hunger relief programs.

1) To the extent practicable, food purchased by grant recipients using this money should be designated to one of the following:

- A) A Colorado agricultural product; or
- B) An agricultural product that holds cultural significance for Indigenous First Nations people, or for other cultures of subcultural groups, including the ways in which those agricultural products are produced.

2) 80% of funding must be spent on food purchases (locally in Colorado, when possible).

3) 20% can be spent on direct and indirect expenses associated with the distribution of food.

Strongly preferred recipient requirements:

1) Have an annual food distribution operations cash budget under \$1,000,000. For the purpose of this grant, this would include all costs associated with the purchasing and distributing of charitable food at your organization.

2) Have equitable strategies in place of co-creating solutions with communities served and/or a plan to implement equitable solutions.

Funding request range:

\$2,500 - \$25,000 if you are applying as an individual organization, OR

\$10,000-\$40,000 if you are applying on behalf of a group of organizations

This funding cannot be used to purchase gift cards of any kind or for pre-prepared/prepared meals.

It is strongly encouraged that you refer to these resources and key definitions to support you with your application as this is how reviewers will determine funding decisions:

https://docs.google.com/document/d/16UZdq3226uhuWK8ZAy_6bFdGpgwyR9eiw1hA49--dg/edit?usp=sharing.

Once you submit this application, a copy will be emailed to you. You can also make a copy of this application template

(<https://docs.google.com/document/d/1Y9FXgsni23n1V0lqEq9B5GdmAdhX4Aev1oZVxB4K9c0/edit?usp=sharing>) to draft your responses. You must copy/paste responses into a copy of this Google Form to submit. Applications will not be accepted in any other submission type (e.g. Google Documents, Microsoft Word, or pdf).

This application will close on August 8, 2022, at 5:00pm MST. If you have questions or need assistance with the application, please contact Dana Wood, Community Investment Manager, at dwood@endhungerco.org or 970-389-9510.

Email *

megan@pueblofoodproject.org

Questions 1-11 are for information gathering purposes and do not inform funding decisions.

1. Your name: *

Megan Moore

2. Phone: *

17192501532

3. Organization/Entity/Group Name (must match W9): *

Pueblo Food Project

4. Primary contact for this grant (name, email, phone number): *

Megan Moore, megan@pueblofoodproject.org, 7192501532

5. Main/Primary Street Address (must match W9 as checks are sent to this address): *

1 City Hall Pl

6. City: *

Pueblo

7. State: *

CO

8. Zip Code: *

81003

9. Are you a food pantry or food bank? (Definitions are in the opening text of this application). *

Please only select Food Bank if you are one of the following organizations: Care and Share Food Bank for Southern Colorado, Community Food Share, Food Bank for Larimer County, Food Bank of the Rockies, or Weld Food Bank.

- ☐ Food bank
- ☒ Food pantry
- ☐ Neither

10. Is your organization a 501(c)3? If not, select the type of organization. *

☐ Yes, my organization is a 501(c)3

☐ For-profit

☐ Faith-based

☐ Community food cooperative (Co-op) (A grocery store owned by folks in their community. Unlike corporate chains, food co-ops are totally independent and owned by the community members who shop there.)

☒ Grass roots organization (An organization primarily made up of folks advocating for a cause to spur change at local, national, or international level. These groups take a bottom-up approach, which allows the group to define their own goals and how to achieve them.)

☐ Food business

☐ Pop-up food market

☐ Mobile food pantry

☐ Food delivery service

☐ Member organization (Any organization that allows people or entities to subscribe, and often requires them to pay a membership fee or "subscription". Membership organizations typically have a particular purpose, which involves connecting people together around a particular activity, geographical location, industry, activity, interest, mission, or profession.)

☐ School district

☐ School

☒ Government agency

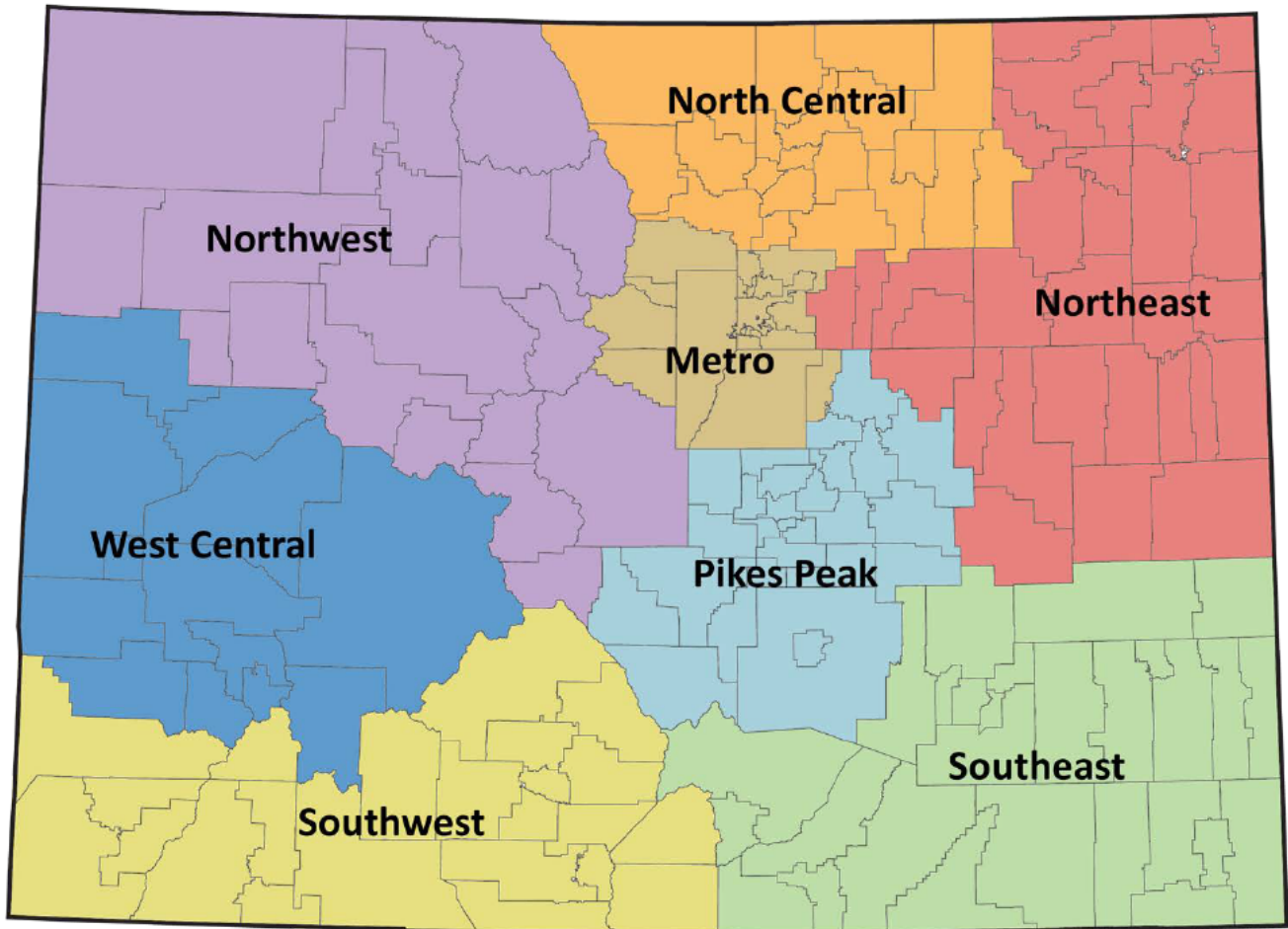
☐ Food hub (A business or organization that actively manages the aggregation, distribution, and marketing of source-identified food products primarily from local and regional producers in order to satisfy wholesale, retail, and institutional demand)

☒ Other: PFP is a community coalition the City of Pueblo serves as the fiscal agent.

11. What region of Colorado do you primarily serve? (select one) [Note: The counties included in * each region are listed in the response options or you can refer to the map following this question.]

- ☐ Metro: Boulder, Broomfield, Jeffco, Gilpin, Clear Creek Counties
- ☐ Metro: Adams, Arapahoe, Douglas Counties
- ☐ Metro: Denver County
- ☒ Pikes Peak (Counties: Elbert, El Paso, Pueblo, Custer, Fremont, Teller)
- ☐ North Central (Counties: Larimer, Weld, Morgan)
- ☐ Northeast (Counties: Logan, Sedgwick, Phillips, Washington, Yuma, Kit Carson, Cheyenne, Lincoln)
- ☐ Northwest (Counties: Park, Chaffee, Lake, Pitkin, Eagle, Summit, Grand, Jackson, Routt, Rio Blanco, Moffat, Garfield)
- ☐ Southeast (Counties: Crowley, Otero, Kiowa, Bent, Prowers, Las Animas, Huerfano)
- ☐ Southwest (Counties: Saguache, Hinsdale, Dolores, San Juan, Montezuma, La Plata, Archuleta, Mineral, Rio Grande, Alamosa, Costilla, Conejos)
- ☐ West Central (Counties: Mesa, Delta, Montrose, Gunnison, Ouray, San Miguel)
- ☐ Statewide
- ☐ Other: _____

CDE Field Services Regions Map



[View more information:](http://www.cde.state.co.us/cdeedserv/rmapage) <http://www.cde.state.co.us/cdeedserv/rmapage>

Updated September 2017

In questions 12-27, you will see information about decision considerations in the question text. Decision considerations will be used by members of the review committee to inform funding decisions. We share these in the spirit of openness and hope it provides helpful guidance to craft your response. It is strongly encouraged that you refer to these resources and key definitions to support you with your application as this is how reviewers will determine funding decisions:

https://docs.google.com/document/d/16UZdq3226uhuWK8ZAy_6bFdGpgwyR9eiwl1hA49--dg/edit?usp=sharing.

12. Is your organization or group BIPOC led? [Decision consideration: helps to allocate dollars to * those that have historically and intentionally not had equitable access to funding, resources, and have been intentionally left out of decision making processes.]

☐ Yes

☐ No

☒ Other: PFP has one staff member. I am Latina and white, but present as white passing.

13. Are you applying as an individual organization or on behalf of a group of organizations? [No * decision consideration.]

☒ Individual organization

☐ On behalf of a group of organizations

☐ Other: _____

14. If you are applying on behalf of a group of organizations, please list the names. (character limit: 3,000 characters) [No decision consideration.]

15. For the following list of populations that are disproportionately affected by hunger, please indicate whether they make up more than 50%, 25-50%, less than 25%, none, or unsure of the populations you serve. We are not looking for exact numbers - answer this question based on what you know about the populations and communities you serve. [Decision consideration: Does the proposal focus on populations that are disproportionately affected by hunger?]

*

	More than 50%	25-50%	Less than 25%	None	Unsure
Individuals with disabilities	☐	☐	☐	☐	☒
Immigrant & Refugees	☐	☐	☒	☐	☐
Hourly wage workers/gig workers/day laborers/domestic workers	☐	☐	☒	☐	☐
Migrant workers	☐	☐	☒	☐	☐
Veterans	☐	☒	☐	☐	☐
Domestic violence survivors	☐	☐	☐	☐	☒
LGBTQ2+ populations	☐	☐	☐	☐	☒
Rural and Frontier communities	☐	☐	☐	☐	☒
Young populations (21 & under)	☐	☐	☒	☐	☐
Homebound individuals and/or homebound caretakers and their families	☐	☐	☐	☐	☒
Black	☐	☐	☒	☐	☐

communities

Latino/a/x or
Hispanic
communities

☐☒☐☐☐

Asian & Pacific
Islander
communities

☐☐☒☐☐

American Indian
or Indigenous
American
communities

☐☐☒☐☐

Senior
populations (65 &
older)

☐☒☐☐☐

Houseless
individuals and
families

☐☐☒☐☐

16. How many unduplicated folks do you serve per month through your food distribution operations? [Decision consideration: helps inform reviewers of under-resourced organizations that may need more resources for food distribution in their community.] *

3000

17. How many paid personnel do you have for your food distribution operations? [Decision consideration: helps inform reviewers of under-resourced organizations that may have limited capacity for food distribution in their community.] *

☐ None. All personnel are volunteers.

☒ 1-5

☐ 6-10

☐ 11 or more

18. What is your organization's annual cash budget for food distribution operations (numbers only please, e.g. for \$3,000 enter 3000)? [Decision consideration: helps inform level of need and funding allocation decisions, if funding is not available to grant the full request.] *

100000

19. Please list the organizations that you currently receive funding from to support your food distribution operations. (for the year 2022-2023). (character limit: 2,000 characters) *

Colorado Blueprint to End Hunger, CHAFA (awaiting grant response), DOLA (awaiting grant response)

20. What amount of funding are you requesting (numbers only please, e.g. for \$3,000 enter 3000)? [Note: the range for an individual organization is \$2,500 - \$25,000. If you're applying on behalf of a group of organizations, the range is \$10,000 - \$40,000]. *

25000

21. If awarded partial funding, do you still want to be considered for this grant? *

☒ Yes

☐ No

22. At least 80% of FPAG funds must be used for direct food purchasing. If you are awarded this * funding, where will you be getting your food? Select all that apply. [Decision consideration: Entities that indicate they will purchase locally, especially direct purchases from local farmers, ranchers, and food hubs, will receive additional priority in scoring. Reviewers will also prioritize low-cost purchasing options and Colorado grown produce.]

	None	Less than half	Half or More	Unsure
Purchasing from local farmers, producers, ranchers, and/or food hubs	☐	☐	☒	☐
Purchasing from the local food pantry	☒	☐	☐	☐
Purchasing Colorado Proud food products from a local grocery store	☐	☒	☐	☐
Purchasing from the Feeding Colorado Food Bank Network (Care and Share Food Bank for Southern Colorado, Community Food Share, Food Bank for Larimer County, Food Bank of the Rockies, or Weld Food Bank)	☒	☐	☐	☐
Purchasing from a wholesale retailer	☐	☒	☐	☐
Don't know yet/unsure and would like additional assistance to be	☒	☐	☐	☐

able to purchase
locally

23. How will you spend the remaining 20% of FPAG funding? Check all that apply. [A grant recipient may use up to 20% of its funding to cover the direct and indirect expenses associated with the distribution of food, including, but not limited to the items below]. *

☐ Transportation

☒ Food delivery

☐ Staff costs

☒ Storage

☐ Other: _____

24. What is your funding proposal? Please describe how your proposal will address the goals of *
 FPAG: 1) supporting your organization with the purchase and distribution of foods that better meet the needs of your community; 2) expanding access to culturally relevant and nutritionally appropriate foods within the charitable food system; and 3) ensuring that the charitable food system is grounded in equity and responsive to community needs. What portions of this work (if any) will you not be able to do if you do not receive this grant? (character limit: 6,000 characters) [Decision consideration: Helps establish understanding about the goals of the project, how they align with this funding opportunity, and informs reviewers about under-resourced organizations that may not have access or capacity to seek out larger funding opportunities.]

Pueblo Food Project's pantry functions much like a food bank! We use all assistance funds for the procurement of locally sourced food items and the storage of them. We would plan to use as little on storage and other costs, with our last FPAG grant we used 9% on other costs to maximize food procurement. The goal of the Pueblo Food Project is to create a more vibrant, equitable, and nutritious food system for every eater in Pueblo County. PFP is a coalition utilizing community members and organizations to bring necessary work to the forefront.

PFP has partnered with a local cold and dry storage facility who help us to store and fulfill orders. Existing hunger relief organizations are able to put in a once-a-week free order to our online 'store-front' and set up a pick up time. The foods they are able to choose from are all locally sourced, our most popular items include Martino Cattle Company Beef, Milberger's Green Chile, and Rusler Produce Pinto Beans. The pantry has held up to 14 different items for organizations to choose from. We have become the largest procurer of local food in the county purchasing over \$450,000 in local items over the last 2 years. As Pueblo Food Project is a 3 year old organization, we have not quite had the ability to create long-term foundation and donation support for this initiative. We hope to begin working on that plan soon, but we are grateful to continue to have funding opportunities from organizations like the BluePrint.

It is no secret that communities are still suffering greatly through the pandemic. Pueblo has an alarming amount of residents living in poverty, Pueblo is now at a 24.4% poverty rate. The need here for supplemental services is vast, nearly 1 quarter of the community is living below their needs and inflation rates are growing more and more everyday. Thankfully, our community has a abundance of assistance organizations. Pueblo Food Project hosts a monthly Hunger Relief Task Force, from this group came the idea of PFP's community pantry. We continue to meet monthly and discuss needs and patterns seen in the community. Each month agencies are hoping their funding remains and they are able to continue to help the large amount of people who are in need. Care and Share rations are getting smaller and less nutritious and delivery is becoming more expensive which means our pantries are also suffering.

We have a specific focus on culturally relevant foods, having a majority-minority Hispanic/Latinx [51.2%] community we have integrated products important to this community like green chile, chorizo sausage, pinto beans, tortillas, and green chile soup. We are heavily influenced in this city by Hispanic, Italian, and Bojon cultures, we also carry Gagliano's Italian Sausage (an absolute favorite around town). Care and Share is the prime food provider for Pueblo County organizations and rarely are they able to provide large quantities of meat which has become one of our priorities in procurement. Because all of the products are locally sourced, the products are of a higher quality including less preservatives and additives. The items we

carry also serve as staples of diets, so we are lucky to avoid sugary and non-nutritious foods.

In conversations with the hunger relief organizations during the Hunger Relief Task Force meetings, we have received positive feedback. Clients are often satisfied with the food they are receiving. We are working on integrating fresh produce into the pantry options, but logistically it is difficult to deliver all of the produce without creating any waste. In these meetings we are also able to share information about equity and justice in the food community.

25. What practices are in place to advance equity and transform processes to be more community-led at your organization? Examples can include: details about how you engage and build trust with community; how communities directly impacted by the issues are being elevated into positions of leadership; and how communities involved in co-creation of solutions will directly benefit from these funds. If you do not have practices in place, please tell us why and how you would initiate this process if awarded this funding. (character limit: 6,000 characters). [Decision consideration: this will help reviewers to understand how you are changing the way you do business, develop relationships and trust with folks you serve, and how you are co-creating solutions. Organizations prioritizing communities most impacted by inequities and have historically been left out of decision making processes will be scored higher.] *

Pueblo Food Project is a coalition of community members and organizations. We focus on using our coalition to help make decisions and bring new ideas to the table. There are no voices in PFP that are silenced, though we will continue the work to invite and engage new members and new communities.

Over the past few 8 months Pueblo Food Project has implemented a language equity policy, focusing on integrating our Spanish speaking community. At each of our all-hands meetings English to Spanish translation is available and all of our written materials are available in English and Spanish. It is very important to PFP that we integrate these voices as they have so often been left out. We are able to create solutions and raise voices!

Pueblo has a large immigrant community as we have many farm laborers in our county. We are finding ways to give leadership opportunities to those in that community to grow trust with them and Pueblo Food Project. Right now we work closely with two employees at Project Protect who are helping us close the gap. The preliminary idea will be to employ a few community members and have them host meetings, brainstorm, and events with our Spanish speaking communities to foster better relationships and trust. We want to be careful in creating these relationships by asking questions of the community to then come up with solutions.

Pueblo Food Project is also working with Civic Canopy on program succession planning, as we grow as an organization we want to serve the community we best as we can. With Civic Canopy we will develop a plan to utilize a distributed leadership model in our organization. We find that this model will better integrate community voice and discourage the use of single decision makers at PFP. We hope to employ those who have already given their volunteerism and passion to Pueblo Food Project, continuing to bring up community members and especially those that have been left out through history. Pueblo has not seen a leadership model like this before and it would be beneficial to create even greater collaboration in our community. We believe it is time to show the community our there are newer and better ways to find solutions and they are welcome to be apart of it!

Over the past 3 years Pueblo Food Project has done its best to create positive relationships with community members. Fostering trust in a close knit community has been on one of the greatest pleasures of Pueblo Food Project's work. We are sure to take an equitable approach in our meetings with learning opportunities like sharing power sessions, food policy learning, understanding implicit bias, DEIA learning including - social determinants of health, supporting a group during the 21 day racial equity challenge, and taking the

intercultural development inventory (all sessions can be found on our YouTube @pueblofoodproject). PFP has found this work beneficial to our community and will continue!

26. What other organizations do you partner with and how do you collaborate? If you are not partnering with other organizations because you are the only one in the area, how have you established relationships with community members? Please list and describe (character limit: 1,000 characters). [Decision consideration: how will this project leverage community assets and reach individuals/communities that face barriers to access?] *

Orgs that receive food from the PFP Pantry or serve on the Hunger Relief Task Force:

Pueblo Community Soup Kitchen, Pueblo Rescue Mission, East Side Action Support Team, Pueblo United, Pueblo County Blessing Boxes, Luv In Action, Rocky Mountain SER, Pueblo Cooperative Care Center, Veterans of Foreign Wars, Neighbor Works, The Right Place, Christlife Ministries, Blanket the City, Full Force Ministries, SRDA, Project Protect, Los Pobres, Ecumenical Church of Pueblo West, Southern Colorado Health Network, and several District 60 Schools: Sunset Park, Irving, South Park, Heritage, Beulah Heights, Highland Park, Pueblo Dept. of Health and Environment, Care and Share Food Bank, SNAP & Double Up Food Bucks, Pueblo Community Health Center, Health Solutions, Colorado Dept. of Health and Environment, Human Services Dept., Pueblo WIC, SRDA, Catholic Charities, One Colorado, Community Gardens, Boys & Girls Club, Posada, SoCo Harm Reduction, and CSU Extension.

27. What kind of technical assistance and support do you need to make your project successful? [No decision considerations on this question. Your response to this question will help us know how to best assist your work.] *

- ☒ Local procurement (buying food products or produce from Colorado farmers and/or producers)
- ☐ Local procurement logistics (pickup, storage, delivery, transportation)
- ☒ Development and integration of equitable practices
- ☐ Development of tracking and data collection tools (pounds of produce, clients served, etc.)
- ☐ Technical assistance for nutrition education and/or programming
- ☐ How to become a food bank partner
- ☐ Collaborating with others in my region
- ☒ Connecting to wrap-around services in my community (housing, state and federal food assistance, mental health, utility/rent/payment assistance)
- ☐ None
- ☐ Other: _____

By submitting this application, your organization agrees to: 1) attend the grantee welcome webinar on September 7th from 10:30am-12:00pm; 2) purchase Colorado agricultural products when possible; 3) administer a community member survey (at least 10 per organization); 4) complete the mid-term report, expense sheet, and submit all expense receipts on January 11, 2023; 5) complete the final report, expense sheet, and submit all expense receipts on July 15, 2023; 6) attend the required Equity in the Charitable Food System webinar on September 14 from 10:30am-12:00pm; 7) spend all funds by June 30, 2023; and 8) not to resell or apply fees for the purchased food. *

☒ My organization agrees

Thank you! You will be notified by email of your application status on August 22, 2022.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE REZONING 14.1-ACRES GENERALLY LOCATED SOUTH OF OAKSHIRE LANE, NORTH OF 13TH STREET, AND WEST OF BEAUMONT AVENUE FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND S-1, GOVERNMENTAL USE ZONE DISTRICT TO R-4, MIXED RESIDENTIAL ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 14.1-acres from R-2, Single Family Residential Zone District and S-1, Governmental Use Zone District to R-4, Mixed-Residential Zone District to facilitate the development of a new apartment complex.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The current request is to rezone the 14.1-acre property from S-1 and R-2 to R-4 Mixed Residential District to support the conduction of a new apartment complex. The site is in the Eastwood Heights Neighborhood directly west of Eva Baca Elementary School on Oakshire Lane. The purpose of the R-4 Zone District is "designed to retain and provide areas with comingling or single-family dwelling units and limited multifamily dwelling unit structures." The applicant's intended use is categorized as "Residence, multifamily" and is a Use By Right in the proposed R-4 Zone District. The area is designated as Urban Neighborhood Future Land Use Category, which allows for small scale multifamily dwellings and densities of 6-16 units per acre. The proposed density will be 10 units per acre. The site is well situated for direct access to Oakshire Lane and connections to Troy Avenue and nearby highways while directing traffic west, away from the established Eastwood Heights neighborhood. The applicant has provided a conceptual site plan detailing a 132-unit apartment complex with 10 buildings, including a club house, pool, and playground. The applicant will be providing 269 parking spaces (30 in a garage) or 2 spaces per unit, which is more than the required 1.5 parking spaces per unit. The site plan shows two types of housing structures located on the property with a mix of one- and two-story buildings. The development will require a

subdivision and at that time, City departments will review the proposed plat and later the commercial site plan for conformance with all applicable regulations. The termination of 14th through 17th streets along the eastern boundary of the proposed rezoning site will be addressed in the subdivision process. The proposed rezoning is in conformance with the Pueblo Regional Comprehensive Plan and is in conformance with the existing pattern of development in the immediate area.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 10, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. P_Z Report

ORDINANCE NO. 10277

AN ORDINANCE REZONING 14.1-ACRES GENERALLY LOCATED SOUTH OF OAKSHIRE LANE, NORTH OF 13TH STREET, AND WEST OF BEAUMONT AVENUE FROM R-2, SINGLE FAMILY RESIDENTIAL ZONE DISTRICT AND S-1, GOVERNMENTAL USE ZONE DISTRICT TO R-4, MIXED RESIDENTIAL 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 R-2, Single Family Residential Zone District and S-1, Governmental Use Zone District to R-4, Mixed Residential Zone District:

All of the SW1/4 of the SE1/4 of the NW1/4; Except the South 60 feet conveyed to Pueblo, a Municipal corporation, in instrument recorded August 23, 1967 in Book 1620 Page 675, The E1/2 of the NW1/4 of the SE1/4 of the NW1/4; and the North 260 feet of the West 257.5 feet of the NE1/4 of the SE1/4 of the NW1/4, All in Section 28, Township 20 South, Range 64 West of the 6th P.M., County of Pueblo, State of Colorado, Except that portion now platted as Sagebrush Heights Subdivision, 2nd Filing, County of Pueblo, State of Colorado

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 September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022.
- ☐ Disapproved on _____ based on the following objections:

Hilda Leal
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.

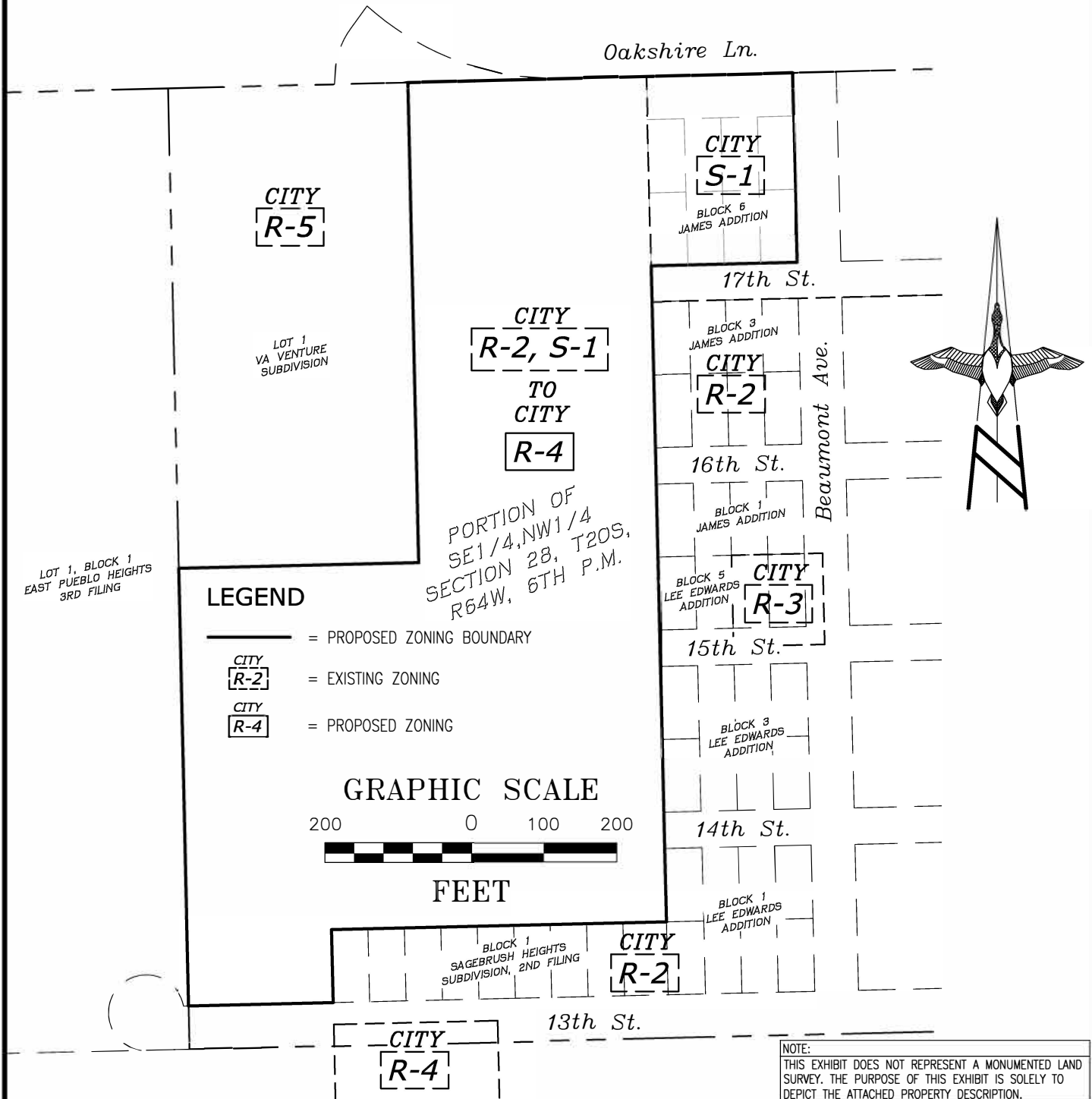
President of City Council

ATTEST

Lydia
City Clerk

ZONING EXHIBIT

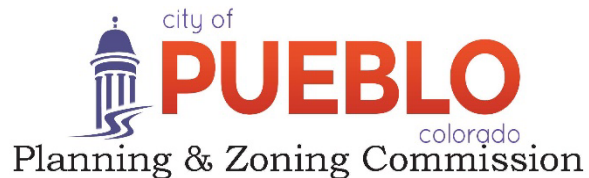
ALL OF THE SW1/4 OF THE SE1/4 OF THE NW1/4; EXCEPT THE SOUTH 60 FEET CONVEYED TO PUEBLO, A MUNICIPAL CORPORATION, IN INSTRUMENT RECORDED AUGUST 23, 1967 IN BOOK 1620 AT PAGE 675; THE E1/2 OF THE NW1/4 OF THE SE1/4 OF THE NW1/4; AND THE NORTH 260 FEET OF THE WEST 257.5 FEET OF THE NE1/4 OF THE SE1/4 OF THE NW1/4; ALL IN SECTION 28, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M., COUNTY OF PUEBLO, STATE OF COLORADO, EXCEPT THAT PORTION NOW PLATTED AS SAGEBRUSH HEIGHTS SUBDIVISION, 2ND FILING, COUNTY OF PUEBLO, STATE OF COLORADO.



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



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. **Z-22-12 Rezoning:** Compass Point Apartments, Parcel 428200007, generally located on Oakshire Lane south from the end of 17th St. to 14th St. Rezoning 14 acres currently zoned Single Family Residential (R-2) zone district and Governmental Zone District (S-1) to R-4 (Mixed Residential District).

BACKGROUND

Staff report by Wade Broadhead

The current request is to rezone the 14.1-acre property from S-1 and R-2 to R-4 Mixed Residential District to support the conduction of a new apartment complex. The site is located in the Eastwood Heights Neighborhood directly west of Eva Baca Elementary School on Oakshire Lane. The purpose of the R-4 Zone District is “designed to retain and provide areas with comingling or single-family dwelling units and limited multifamily dwelling unit structures.” The applicant’s intended use is categorized as “Residence, multifamily” and is a Use By Right in the proposed R-4 Zone District. The area is designated as Urban Neighborhood Future Land Use Category, which allows for small scale multifamily dwellings and densities of 6-16 units per acre. The proposed density will be 10 units per acre. The site is well situated for direct access to Oakshire Lane and connections to Troy Avenue and nearby highways while directing traffic west, away from the established Eastwood Heights neighborhood located directly to the east

The applicant has provided a conceptual site plan detailing a 132-unit apartment complex with 10 buildings, including a club house, pool, and playground. The applicant will be providing 269 parking spaces (30 in a garage) or 2 spaces per unit, which is more than the required 1.5 parking spaces per unit. The site plan shows two types of housing structures located on the property with a mix of one- and two-story buildings. The development will require a subdivision and at that time, City departments will review the proposed plat and later the commercial site plan for conformance with all applicable regulations. 17th through 14th streets dead terminate along the eastern periphery of the proposed rezoning site. The treatment of those street terminations will be handled in the subdivision process. The proposed rezoning is in conformance with the Pueblo Regional Comprehensive Plan and is in conformance with the existing pattern of development in the immediate area.

COMPREHENSIVE PLAN COMPLIANCE:

The project site has been designated by the Pueblo Comprehensive Plan as “Urban Neighborhood.” According to the Pueblo Comprehensive Plan, *Urban Neighborhoods*, are found predominantly within the city limits of Pueblo and the urbanizing areas in the City’s immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. The Comprehensive Plan states further that primary land uses are single-family attached and attached homes, duplex and townhomes, with densities of 6 to 16 units with supporting land uses consisting of small-scale multifamily dwellings and other complimentary uses. This parcel, while adjacent to established pre 1950 neighborhoods, is along a stretch of land that developed later than 1950s and has a slightly different character than the traditional Urban Neighborhood. Large undeveloped prairie parcels are more representative of edge city development where larger apartments are commonly located. The rezoning conforms to the residential density and provides adequate housing opportunity close to city infrastructure and services. The proposed rezoning site is located in the Eastwood Heights Neighborhood along Oakshire Lane, a mixed-use Collector Road, meeting the criteria for multifamily residential development within the Urban Residential land use designation. The proposed R-4, Mixed-Residential and Office District is in conformance with the actual development of the immediate area and in conformance with the Pueblo Regional Comprehensive plan.

RECOMMENDATION:

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

HEARING:

Brenda Haddad, Kittle Property and applicant, testified in favor of the rezoning application. Informed Board of her positive meetings with the neighbors.

Bryan Gallagher, Housing Director, spoke on the need for additional affordable housing in the city.

No one testified in opposition

COMMISSION ACTION:

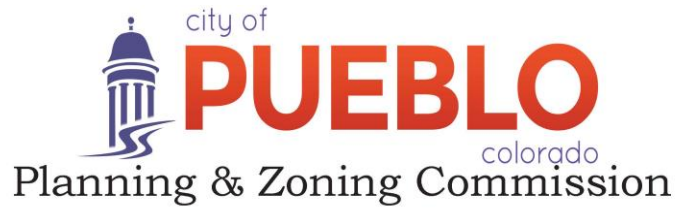
Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0.**

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Bob Schilling
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-12

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

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

DATE: August 10, 2022

SUBJECT: Rezone from R-2, Single Family Residential District and S-1, Governmental Zone District to R-4, Mixed Residential District

APPLICANT: Brenda Haddad
Kittle Property Group

PROPERTY OWNER: Eusabio Concialdo, Anne Gaye Concialdi, Anna Marie Colalancia, Donata Colalancia

LOCATION: Generally located on Oakshire Lane south from the end of 17th St. to 14th St.

CONCURRENT REQUESTS: None

REQUEST:

The applicant is requesting to rezone one parcel (14.1 acres) from R-2, Single Family Residential and S-1, Governmental Zone District, to R-4, Mixed-Residential District to facilitate the development of a new apartment complex.

BACKGROUND AND ANALYSIS:

The current request is to rezone the 14.1-acre property from S-1 and R-2 to R-4 Mixed Residential District to support the conduction of a new apartment complex. The site is located in the Eastwood Heights Neighborhood directly west of Eva Baca Elementary School on Oakshire Lane. The purpose of the R-4 Zone District is “designed to retain and provide areas with comingling or single-family dwelling units and limited multifamily dwelling unit structures.” The applicant’s intended use is categorized as “Residence, multifamily” and is a Use By Right in the proposed R-4 Zone District. The area is designated as Urban Neighborhood Future Land Use Category, which allows for small scale multifamily dwellings and densities of 6-16 units per acre. The proposed density will be 10 units per acre. The site is well situated for direct access to Oakshire Lane and connections to Troy Avenue and nearby highways while directing traffic west, away from the established Eastwood Heights neighborhood located directly to the east

The applicant has provided a conceptual site plan detailing a 132-unit apartment complex with 10 buildings, including a club house, pool, and playground. The applicant will be providing 269 parking spaces (30 in a garage) or 2 spaces per unit, which is more than the required 1.5 parking spaces per unit. The site plan shows two types of housing structures located on the property with a mix of one- and two-story buildings. The

development will require a subdivision and at that time, City departments will review the proposed plat and later the commercial site plan for conformance with all applicable regulations. 17th through 14th streets dead terminate along the eastern periphery of the proposed rezoning site. The treatment of those street terminations will be handled in the subdivision process. The proposed rezoning is in conformance with the Pueblo Regional Comprehensive Plan and is in conformance with the existing pattern of development in the immediate area.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

Site Character:

The subject property is currently undeveloped prairie and will be subdivided before development.

Neighborhood Compatibility:

North	R-2, single family housing and undeveloped prairie
East	S-1 and R-2, Eva Baca Elementary School and single-family residential housing
South	R-2 and R-4, Single Family Housing, and apartment complex
West	R-5 and S-1, Retirement complex, community solar farm

Comprehensive Plan Compliance:

- The project site has been designated by the Pueblo Comprehensive Plan as “Urban Neighborhood.” According to the Pueblo Comprehensive Plan, *Urban Neighborhoods*, are found predominantly within the city limits of Pueblo and the urbanizing areas in the City’s immediate periphery. These neighborhoods have a mixture of housing types and neighborhood commercial services. The Comprehensive Plan states further that primary land uses are single-family attached and attached homes, duplex and townhomes, with densities of 6 to 16 units with supporting land uses consisting of small-scale multifamily dwellings and other complimentary uses. This parcel, while adjacent to established pre 1950 neighborhoods, is along a stretch of land that developed later than 1950s and has a slightly different character than the traditional Urban Neighborhood. Large undeveloped prairie parcels are more representative of edge city development where larger apartments are commonly located. The rezoning conforms to the residential density and provides adequate housing opportunity close to city infrastructure and services. The proposed rezoning site is located in the Eastwood Heights Neighborhood along Oakshire Lane, a mixed-use Collector Road, meeting the criteria for multifamily residential development within the Urban Residential land use designation. The proposed R-4, Mixed-Residential and Office District is in conformance with the actual development of the immediate area and in conformance with the Pueblo Regional Comprehensive plan.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

Minimum lot size, width and area:

The proposed 14.17-acre lot meets the minimum lot area. Based on number of units the minimum lot size is 132,000 square feet and the property contains over 600,000 square feet.

The proposed lot has a 380-foot lot width, which meets the minimum 50-foot lot width minimum.

Lot coverage:

- The R-4 Zone District allows a maximum lot coverage of 50-percent.

- The preliminary plan shows lot coverage at less than 40%

□ **Zone District Performance Standards:**

The R-4 Zone District Performance Standards (Sec. 17-4-4(a)) provide the requirements relating to minimizing the impact of the development on the surrounding neighborhood, since the proposed development is planned at 132 units, development must comply with Section 17-4-4(a)(1) & (2) below:

- (1) Three (3) to Five (5) family unit structures shall have one thousand five hundred (1,500) square feet of lot area per dwelling area.
- (2) Six (6) or more family dwelling unit structures shall have a minimum of eight thousand (8,000) of lot area or one thousand (1,000) square feet per dwelling unit, whichever is greater and, other permitted uses shall provide at least five thousand (5,000) square feet of lot area. Residential structures, if one (1) to three (3) habitable stories, shall provide at least twenty percent (20%) in landscaped open space; or if four or more habitable stories, shall provide at least fifty percent of the parcel in landscaped open space. The performance standards in Section 17-4-5 shall apply in the R-5 District.

The applicant needs 132,000 square feet of lot area to conform to the code requirements and presently they have approximately 600,000 square feet for development. There is more than enough space for the 20% required landscaped area after accounting for the required 132,000 square feet.

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 has signed the application.**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- Comments **A full legal description of the property was provided with the application and is attached to the staff report.**

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

- Comments **The applicant proposes to implement a new apartment use.**

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 is attached to the staff report and will be submitted separately for commercial site plan review.**

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

- Comments **The applicant will begin development in 2023.**

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 has a track record of executing large scale apartment projects across the United States**

RECOMMENDED ACTION:

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

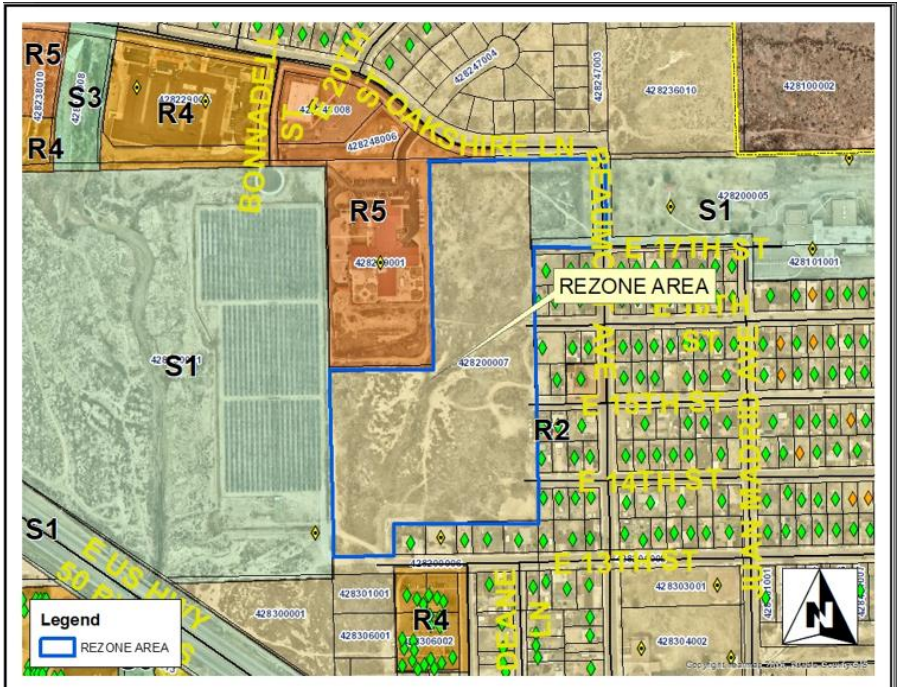
ATTACHMENTS:

- A. **Arial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**
- D. **Site Photographs**
- E. **Application**
- F. **Rezoning Exhibit**
- G. **Proposed Site Plan and Elevations**

ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map





Site overview photo looking west



Site overview looking southeast



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: Eusabio Richard Concialdo, Anne Gaye Concialdi, Anna Marie Colalancia, Donato Colalancia	
Company:	
Address: 1007 W Orman Avenue Pueblo, CO	
Zip: 81004	
Phone: ()	Email: See Walt Pickard's contact information below
Applicant	
Name: Brenda Haddad	
Company: Kittle Property Group	
Address: 310 E. 96th Street, Suite 400	
Zip: 46240	
Phone: () 417-529-8929	Email: bhaddad@kittleproperties.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Walt Pickard (owner representative)	
Company: Re/Max of Pueblo	
Address: 511 W 29th Street Suite A, Pueblo, CO	
Zip: 81008	
Phone: () 719-240-7301	Email: waltpickard@comcast.net
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: SWC of Oakshire Lane and Beaumont Street (address or general description)	
Parcel# 0428200007	
Legal Description: All of the SW1/4 of the SE1/4 of the NW1/4; Except the South 60 feet conveyed to Pueblo, a Municipal corporation, in instrument recorded August 23, 1967 in Book 1620 at Page 675, The	
Subdivision: 1 Eastwood Lower Eastside	Acreage: 14.179
Existing Zone District: R2, S1	Proposed Zone District: R4

Purpose of this Application:

- ☒ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify): _____
- _____
- _____
- _____

(Continued from previous page)

Statement of Facts:

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

Please see attached sheet.

Description of area surrounding proposed development:

It's surrounded by the Veterans Affairs Office, single family neighborhoods and close to the under-construction new Pueblo East High School with ease of access to Highway 50 and Highway 47 and is next to the city bus line.

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.

Please see attached sheet.

- ☒ 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: January 1, 2023

Estimated date for completion of project: October 1, 2024

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

Kittle Property Group is a vertically integrated company that has developed over 145 multi-family housing properties across 18 states. Kittle Property Group will be submitting a 4% LIHTC application to CHFA for state and federal funding.

- ☒ 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



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

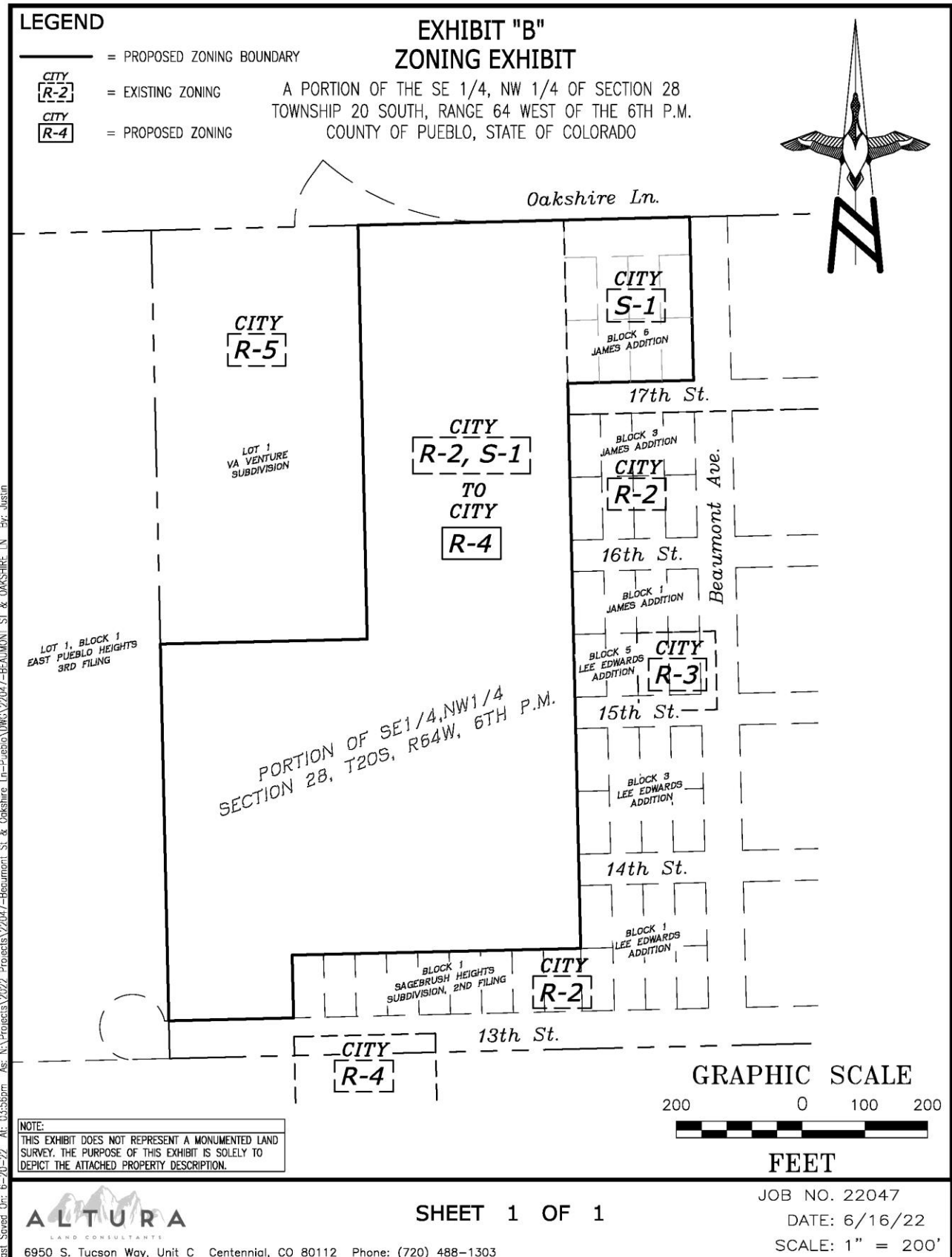
Print Name:	Anne Concialdi	Eusabio Concialdi
Signature:	<i>Anne Gage Concialdi</i>	<i>Eusabio Richard Concialdi</i>
Date: 06/03/2022		

~~Applicant, if different from Property Owner~~

Print Name:	Anna Colalancia	Donato Colalancia
Signature:	<i>Anna Marie Colalancia</i>	<i>Donato Colalancia</i>
Date: 06/03/2022		

Applicant Name: Brenda Haddad for Kittle Property Group

Brenda Haddad 6/3/22









1 BUILDING 3BR8+4BR4 - FRONT ELEVATION
33'2" x 11'2"



2 BUILDING 3BR8+4BR4 - REAR ELEVATION
33'2" x 11'2"



3 BUILDING 3BR8+4BR4 - LEFT SIDE ELEVATION
33'2" x 11'2"



4 BUILDING 3BR8+4BR4 - RIGHT SIDE ELEVATION
33'2" x 11'2"

ELEVATION KEYNOTES	
Key Value	Keynote Text
E1	DIMENSIONAL ASPHALT SHINGLE ROOF - 30 YEAR WARRANTY
E2	BRICK - COLOR NO. 1
E3	VERTICAL FIBER CEMENT BOARD AND BATTEN - COLOR 1
E5	VINYL WINDOWS - SEE WINDOW SCHEDULE
E7	BRICK SILL - COLOR NO. 2
E8	BRICK HEADER, SLAY GRAY (GENERAL SHALE)
E9	WOOD BEAM / 1X12 COMPOSITE WRAP - SEE STRUCTURE FOR DIM
E10	6x6 COMPOSITE "REAL" COLUMN, CUFFED AND PAINTED
E12	6" ALUMINUM GUTTER & DOWNSPOUTS, PRE-FINISHED
E13	DOWNSPOUTS (TYP.) TO TIE INTO STORM DRAINS
E15	RIDGE VENT
E16	DIVISION WALL BETWEEN BALCONIES
E18	VINYL COMPOSITE RAILING
E20	6" TRIM BOARDS
E22	1/2" TRIM WRAP CONTINUOUS AROUND BLDG AT ROOF LINE
E23	FIBERGLASS ENTRY/PATIO DOOR
E25	FIBER CEMENT LAP SIDING - COLOR 3 (LIGHT COLOR)
E26	FIBER CEMENT LAP SIDING - COLOR 3 (DARK COLOR)
E29	2x5 WINDOWS SHUTTERS ON BACK OF BUILDINGS 7 AND 13 ONLY

BUILDING EXTERIOR MATERIAL PERCENTAGE BREAKDOWN:
BRICK VENEER = 30%
SIDING = 70%

SIDING COLORS
COLOR 1: SW 7622 "HOMEBURG GRAY"
COLOR 2: SW 9189 "OPALINE"
COLOR 3: SW 7705 "WHEAT PENNY"
TRIM: SW 7005 "PURE WHITE"

ARCHITECT OF RECORD
KITTLE
PROPERTY GROUP, INC.
310 East 68th Street, Suite 400
Indianapolis, IN 46240
(317) 846-2111
www.kittleproperties.com

PROJECT TITLE
COMPASS POINTE
Oakshire Lane and Beaumont St.
Pueblo, CO 81001

ISSUED FOR _____		DATE _____
_____		_____
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REVISIONS		
WORK	DESCRIPTION	DATE
DO NOT SCALE PRINTS - USE FIGURED DIMENSIONS ONLY		
PROJECT NO. _____		

DO NOT SCALE PRINTS - USE FIGURED DIMENSIONS ONLY
PROJECT NO.
22-004
SHEET TITLE
3BR8+4BR4 - ELEVATIONS
SHEET NUMBER
A-203

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KITTLE PROPERTY GROUP INC.
100 East Main Street, Suite 400
Idaho Falls, ID 83404
(208) 344-0001
www.kittleproperty.com

PROJECT TITLE

COMPASS POINTE
Columbia Lane and Bascom St.
Pueblco, CO 81001

SUBMIT FOR DATE

REVISIONS

DO NOT SCALE PRINTS - USE
FOOTED DIMENSIONS ONLY

PROJECT NO.

22-004

SHEET TITLE

COTTAGE 2BR4 -
EXTERIOR
ELEVATIONS

SHEET NUMBER

A-204

EXTERIOR MATERIAL BREAKDOWN

FRONT:	WALL: SIDING - 80%
	BRICK VENEER - 15%
LEFT:	WALL: SIDING - 80%
	BRICK VENEER - 15%
RIGHT:	WALL: SIDING - 80%
	BRICK VENEER - 15%
REAR:	WALL: SIDING - 80%
	BRICK VENEER - 15%

ROOFING COLOR

COLOR 1: 50% TRUS TROMBADO GRAY
COLOR 2: 50% TRUS TROMBADO GRAY
COLOR 3: 50% TRUS TROMBADO GRAY
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TRUSS: 50% TRUS TROMBADO GRAY



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ARCHITECT OF RECORD

KITTLE
RESIDENTIAL GROUP, INC.
310 East 66th Street, Suite 400
Indianapolis, IN 46240
(317) 846-2111
www.kittleproperties.com

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DEAL

PROJECT TITLE

COMPASS POINTE

Clatskanie Lane and Beaumont St
Pueblo, CO 81001

REVISION FOR DATE

REVISIONS

NO.	DESCRIPTION	DATE

DO NOT SCALE PRINTS - USE
FIGURED DIMENSIONS ONLY

PROJECT NO

22-004

SHEET TITLE

CLUBHOUSE
ELEVATIONS

SHEET NUMBER

A-205



4 LEFT ELEVATION
1/8" = 1'-0"



3 RIGHT ELEVATION
1/8" = 1'-0"



2 BACK ELEVATION
1/8" = 1'-0"



1 FRONT ELEVATION
1/8" = 1'-0"

#	REMARKS/LEGEND
01	LAUNDRY SHELF (TOP PLATE) 4" X 12" X 12" 4" X 12" X 12"
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T:\1947\Architectural\1947\1947-004\1947-004_Pueblo_CO_Clatskanie_Lane_and_Beaumont_St_ARCHITECTURAL\1947-004_Pueblo_CO_Clatskanie_Lane_and_Beaumont_St_ARCHITECTURAL.dwg

6/20/2022 3:46:13 PM

July 25, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Brenda Haddad and the The Kittle Property Group** for the approval of the following application(s):

Rezone (Z-22-12): Parcel 0428200007, legal on file at the Department of Planning and Community Development: rezoning approximately 14 acres generally located **on Oakshire south from the end of 17th street to 14th street** from Single Family Residential (R-2) and Governmental (S-1) Zone District to Mixed Residential (R-4) Zone District.

The Planning and Zoning Commission meeting will be held on August 10, 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-22-12

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 PARCEL 428200007 to be sent to the attached list of owners of the real property line 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.

7-25-22

(Date)

PUEBLO PLANNING AND 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 PARCEL 428200007, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

7-25-22

(Date)

PUEBLO PLANNING AND ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
CONCIALDI EUSABIO RICHARD/CONCIAL	1007 W ORMAN AVE	PUEBLO	CO	81004-1431
BISHOP OF PUEBLO	101 N GREENWOOD ST	PUEBLO	CO	81003-3164
PUEBLO MUNICIPAL CORP	1127 THATCHER AVE	PUEBLO	CO	81004
COLORADO BLUESKY ENTERPRISES INC	115 W 2ND ST	PUEBLO	CO	81003-3223
VIGIL LOUIS T + VIGIL BARBARA M	1215 DEANE LN	PUEBLO	CO	81001-4732
SOTO VERONICA MOLINA + DIAZ JESUS	1219 BEAUMONT AVE	PUEBLO	CO	81001-4728
FERNANDEZ NATHAN P	1221 BEAUMONT AVE	PUEBLO	CO	81001-4728
MONDRAGON ELMER + MONDRAGON I	1250 AMARILLO AVE	PUEBLO	CO	81001-4773
VIGIL MARIA DEL REFUGIO	13 HADLEY RILL	PUEBLO	CO	81001-1719
TAFOYA TONY/TAFOYA CAROL JEAN + S	1302 BEAUMONT AVE	PUEBLO	CO	81001-4729
HOUSING AUTHORITY OF PUEBLO + OAK	1414 N SANTA FE AVE	PUEBLO	CO	81003-3732
MARTINEZ RICHARD	1502 BEAUMONT AVE	PUEBLO	CO	81001-4738
OAKSHIRE LN CO LLC + C/O MORTIMER +	1910 W SUNSET BLVD STE 6	LOS ANGEL	CA	90026-4990
VA VENTURE PUEBLO LLC	1947 N WOODLAWN AVE	GRIFFITH	IN	46319-1047
CORDOVA JOHN B + CORDOVA JOHNNII	2412 PINE ST	PUEBLO	CO	81004-3931
VIGIL WILLIAM D	2511 E 12TH ST	PUEBLO	CO	81001-4706
CONTRERAS DON R/CONTRERAS PATSY	2517 E 13TH ST	PUEBLO	CO	81001-4700
ALGIEN JEANNINE G	2531 E 13TH ST	PUEBLO	CO	81001-4700
MEDINA JESSE THOMAS	2601 E 13TH ST	PUEBLO	CO	81001-4710
MEDINA DONALD/MEDINA RELLA	2607 E 13TH ST	PUEBLO	CO	81001-4710
APODACA TINA M	2612 E 13TH ST	PUEBLO	CO	81001-4711
HERNANDEZ PRAXEDIS/HERNANDEZ DC	2618 E 13TH ST	PUEBLO	CO	81001-4711
LOVATO AUDILIA	2621 E 14TH ST	PUEBLO	CO	81001-4744
HERRERA RICHARD/HERRERA GUADALL	2623 E 16TH ST	PUEBLO	CO	81001-4720
VIGIL ELI G	2624 E 14TH ST	PUEBLO	CO	81001-4713
FRISBY PAUL BRADLEY/FRISBY VERONI	2626 E 14TH ST	PUEBLO	CO	81001-4713
TAFOYA DAVID A/TAFOYA FRED/TAFOY	2626 E 15TH ST	PUEBLO	CO	81001-4717
LERMA BERNADETTE J/LERMA JUAN A	2627 E 14TH ST	PUEBLO	CO	81001-4744
FRANK DAVID H/FRANK SHELLY A	2628 E 14TH ST	PUEBLO	CO	81001-4713
ALCON ELIZABETH	2629 E 14TH ST	PUEBLO	CO	81001-4744
JUAREZ NADINE	2630 E 16TH ST	PUEBLO	CO	81001-4721
LOPEZ ROBERT JR	2630 E 17TH ST	PUEBLO	CO	81001-4724
VALENZUELA TORRES LUIS MARIO/VALE	2631 E 16TH ST	PUEBLO	CO	81001-4720
FIGUEROA NORMA	2632 E 17TH ST	PUEBLO	CO	81001-4724
RODRIGUEZ PEGGY L	2633 E 15TH ST	PUEBLO	CO	81001-4716
RIVERA BENJAMIN H	2634 E 16TH ST	PUEBLO	CO	81001-4721
VIGIL PETE A/VIGIL JUDY A	2637 E 13TH ST	PUEBLO	CO	81001-4710
MOLINA JESUS	2638 E 13TH ST	PUEBLO	CO	81001-4711
RUBIO FRANK SR/RUBIO MARTIN	2640 TOMAH PL	COLORADC	CO	80918-2031
PINO EVA ROSE	2645 E 13TH ST	PUEBLO	CO	81001-4710
CLARO GONZALEZ ROSA E	2701 E 16TH ST	PUEBLO	CO	81001-4722
SAWA RUTH	2702 E 14TH ST	PUEBLO	CO	81001-4715
WILLIAMS BARBARA A	2703 E 15TH ST	PUEBLO	CO	81001-4718
MADRID EMILIANO	2704 E 15TH ST	PUEBLO	CO	81001-4719
NATIVIDAD AURORA	2704 E 16TH ST	PUEBLO	CO	81001-4723
VIGIL PETE A/VIGIL SYLVIA A	2704 E 17TH ST	PUEBLO	CO	81001-4725

CRAIN WILLIAM J + AKA WILLIAM J CRAI	2704 W 11TH ST	PUEBLO	CO	81003-1178
HILL LOUISE C / RODRIGUEZ MICHAEL	2705 E 16TH ST	PUEBLO	CO	81001-4722
MADRID DANIEL ISAAC	2709 E 15TH ST	PUEBLO	CO	81001-4718
RODRIGUEZ JOSE ANGEL ALATORRE + RE	2709 E 16TH ST	PUEBLO	CO	81001-4722
LOPEZ TOMMY + LOPEZ SHIRLEY E	2710 E 17TH ST	PUEBLO	CO	81001-4725
ARAGON RIKI L	2712 E 17TH ST	PUEBLO	CO	81001-4725
GONZALES CLAUDIO J	2713 E 16TH ST	PUEBLO	CO	81001-4722
TRUJILLO GONZALES BERNICE D	2716 E 16TH ST	PUEBLO	CO	81001-4723
WILSON AMELIA V	2717 E 16TH ST	PUEBLO	CO	81001-4722
TRUJILLO MIGUEL A + PACHECO MINDY	2720 E 17TH ST	PUEBLO	CO	81001-4725
TORREZ VENTURA FRANCISCO	2721 E 16TH ST	PUEBLO	CO	81001-4722
SCHOOL DIST NO 60 + BACA ELEMENTAR	315 W 11TH ST	PUEBLO	CO	81003-2804
VALENZUELA JAKE ART + CHAVEZ GLOR	3328 LIONS DEN CT	PUEBLO	CO	81005
GURULE KARL A	505 W BROOKSIDE ST	COLORADC	CO	80905-2008
PINO BUSTAMANTE LINDA M + BUSTAM	5128 PASCADERO DR	PUEBLO	CO	81005-3924
MILLER GARY	5260 DIAMOND DR	COLORADC	CO	80918-2418
TAYLOR KENT S	5402 BULL RUN CIR	AUSTIN	TX	78727-6501
WALLACE DEDRA M	794 HYDE PL	PUEBLO	CO	81006-1946
COONEY VENTURES LLLP	9117 RANCH RIVER CIR	LITTLETON	CO	80126-5078
PUEBLO PROPERTY BROS LLC	996 S HONEYSUCKLE DR	PUEBLO W	CO	81007-6312
CITY OF PUEBLO A MUNICIPAL CORPORA	PO BOX 1427	PUEBLO	CO	81002-1427
KAJEWSKI SILVIA	PO BOX 21	LOUISVILLE	CO	80027-0021



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE REZONING 215 EAST ORMAN AVENUE FROM S-1, GOVERNMENTAL USE ZONE DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD AND RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICTS

SUMMARY:

The applicant is requesting to rezone two parcels containing 145,000 square feet located at 215 East Orman Avenue from S-1, Governmental Use Zone District to CCN, Commercial Charter Neighborhood Zone District and RCN, Residential Charter Neighborhood Zone District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Keating School served as a Pueblo City Schools Junior/Middle School until 2009 and has sat vacant for the last thirteen years. The site is in the Mesa Junction neighborhood, across from Central High School surrounded by a variety of pre-World War II single family homes and two adjacent churches. Keating School opened in 1927, contains 115,000 square feet of building and has a historic art deco theatre. The proposed project will involve a rehabilitation of the existing building into 75 market rate residential apartment units, construction of three triplex buildings with an overall total of nine units, and two parking structures adjacent, as well as the rehabilitation of the theatre. The primary school building and parcel is requested to be zoned into a Commercial Charter Neighborhood ("CCN") zone district. The remaining portion in the southeastern side of the property is requested to be zoned into a Residential Charter Neighborhood ("RCN") zone district which will contain new residential units. The school building was listed on the National Register of Historic Places in 2021 and the applicant will be using Federal Historic Preservation tax credits to finance the project, thereby protecting the historic character of the exterior and primary interior spaces of the building. The benefit of the CCN Zone District will allow the theatre as a Use by Right. The apartment use is considered "residence multifamily" and is a Use by Review which will need a special use permit from the Zoning Board of Appeals. The CCN zone district will also allow some flexibility for limited future commercial uses and reduced

setbacks. The preliminary plans for the theater development include a 450-500 capacity facility with a limited number of shows and events a year, it will not be a weekly performance theatre. The preservation and restoration of the theatre is a critical portion of the sale with the local nonprofit Keating School group. Theatres are not allowed as a use by right in many zone districts, and the CCN allows a theatre as use by right. The CCN does accommodate larger multifamily developments and the standards are listed in Section 17-4-5(6) PMC. The minimum lot sized based on the number of units is 75,000 square feet, and the Keating School parcel is 125,000 square feet. According to the site plan, the development will provide 110 off street parking spaces (covered and uncovered) that does not account for the theater use. Depending on the final multi-family development plan review, the applicant may have to request one or more variances. The CCN Performance standards Section 17-4-(4) PMC allows a reduction or waiver in the number of required parking spaces from the City's Zoning Board of Appeals. The project will also involve a rearrangement of property boundaries for the RCN-zoned portion of the development. The historic school building portion of the project will also qualify as a "conversion" and be subject to the new Multifamily Development Standards, 17-2-2. The site plan also provides for a larger area of landscaped open space in the rear of the site, but final design will need to comply with Section 17-4-5 (e) by providing 100 square feet of open space per unit.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 10, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. P_Z Report

ORDINANCE NO. 10278

AN ORDINANCE REZONING 215 EAST ORMAN AVENUE FROM S-1, GOVERNMENTAL USE ZONE DISTRICT TO CCN, COMMERCIAL CHARTER NEIGHBORHOOD AND RCN, RESIDENTIAL CHARTER NEIGHBORHOOD ZONE DISTRICTS

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 S-1, Governmental District to CCN, Commercial Charter Neighborhood and RCN, Residential Charter Neighborhood.

A parcel of land located in a portion of Block 131 located in Colorado Coal & Iron Company's Addition No. 1 in the NW 1/4 of Section 1 and NE 1/4 of Section 2, Township 21 South, Range 65 West of the 6th P.M. the County of Pueblo and State of Colorado, being more particularly described as follows:

Lots 1-13 and Lots 21-32 of Block 131 in Colorado Coal and Iron Company's Addition No. 1, and the adjacent northwesterly one-half of the right-of-way of Michigan Street, and the adjacent southwesterly one-half of the right-of-way of Orman Avenue, and the adjacent southeasterly one-half of the right-of-way of Broadway Avenue, and all of the Alley right-of-way adjacent to the aforementioned lots.

Containing 4.16 acres, more or less.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

☒ Approved on September 28, 2022.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

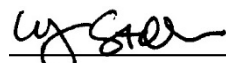
☐ Council did not act to override the Mayor's veto.

☐ Ordinance re-adopted on a vote of _____, on _____

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

President of City Council

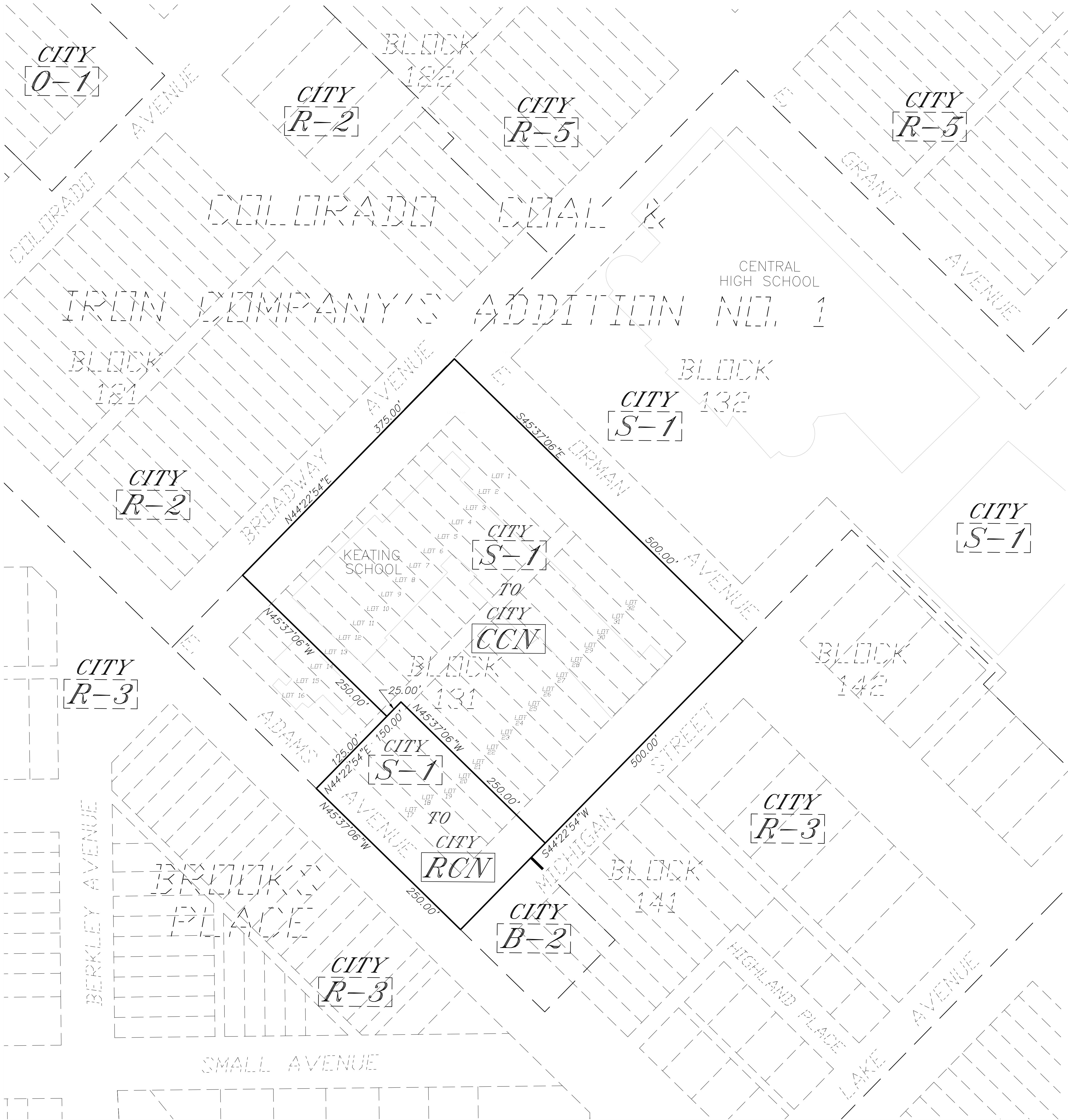
ATTEST



City Clerk

EXHIBIT "B" ZONING EXHIBIT

A PORTION OF BLOCK 131 LOCATED IN COLORADO COAL & IRON COMPANY'S ADDITION NO. 1
NW 1/4 OF SECTION 1 AND NE 1/4 OF SECTION 2, TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



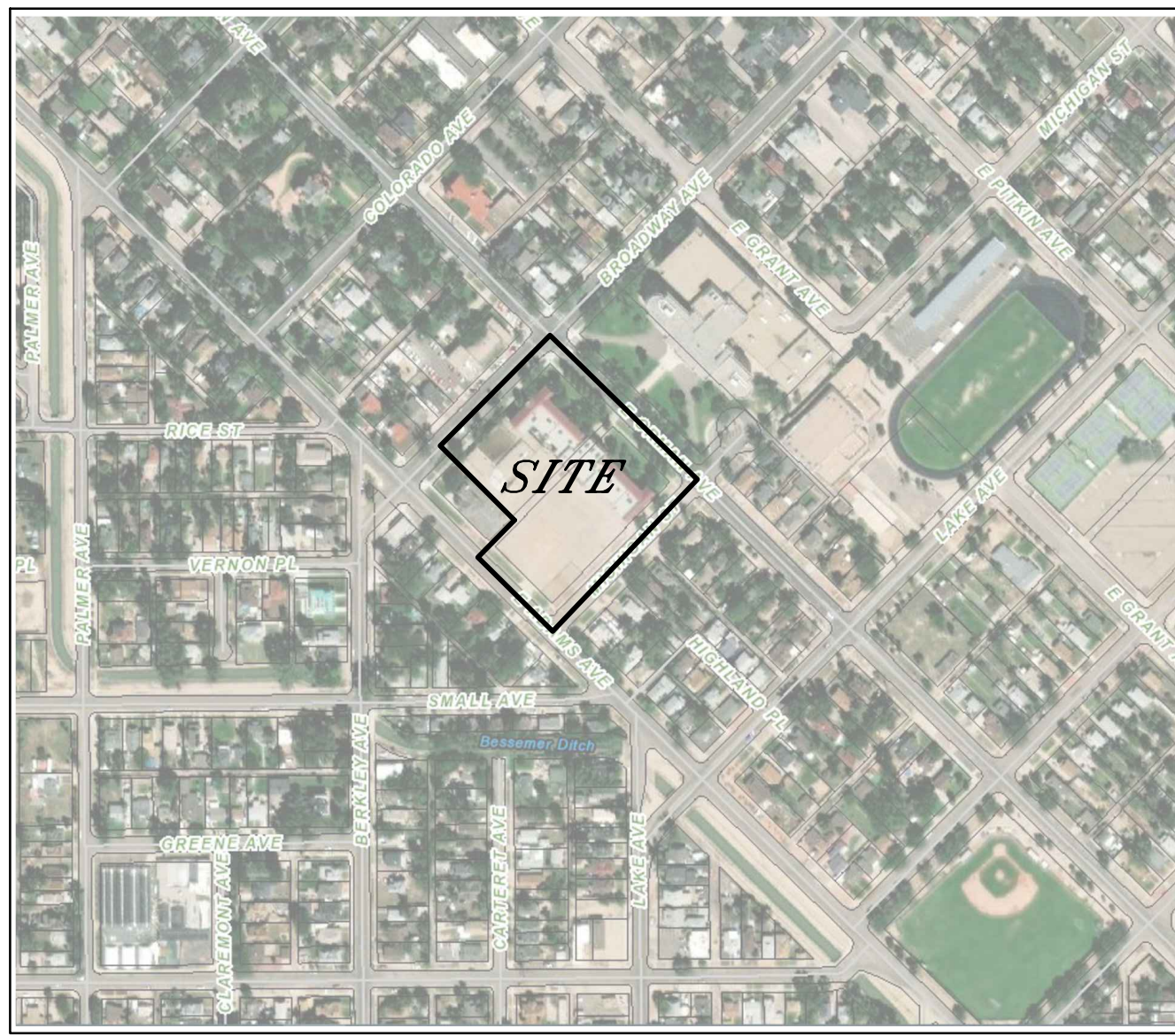
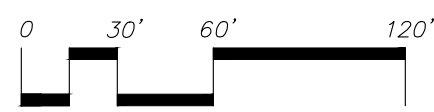
LEGEND

- PROPOSED ZONING BOUNDARY
- EXISTING ZONING
- CITY CCN
- CITY RCN
- PROPOSED ZONING

BASIS OF BEARINGS

A PORTION OF THE NORTH LINE OF THE SE 1/4 OF SECTION 22, TOWNSHIP 20 SOUTH,
RANGE 65 WEST OF THE 6TH P.M.
TO BEAR N. 88°35'17" E.

SCALE: 1" = 60'



VICINITY MAP
NOT TO SCALE

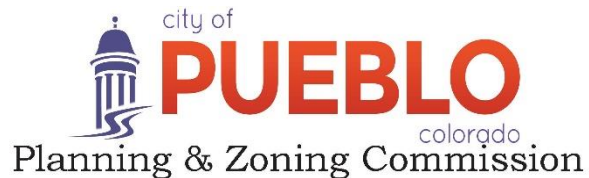
PREPARED

BY: NORTHSTAR ENGINEERING AND SURVEYING, INC.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



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. Z-22-04 Rezone:** Keating School Rezoning approximately 3.33 acres located at 215 E. Orman Avenue (Lots 1-13 and Lots 17-32 of Block 131 in Colorado Coal and Iron Company's Addition No. 1,) currently zoned S-1, (Governmental Zone District) being rezoned to RCN and CCN (Residential Charter Neighborhood and Commercial Charter Neighborhood)

BACKGROUND:

Staff Report by Wade Broadhead

BACKGROUND

Keating School served as a Junior/Middle School until 2009 and has sat vacant for the last thirteen years. The site is located in the Mesa Junction neighborhood, across from Central High School surrounded by a variety of pre-World War II single family homes and two adjacent churches. Keating school opened in 1927, contains 115,000 sq of building and has a historic art deco theatre. The proposed project will involve a rehabilitation of the existing building into 75 market rate residential units, construction of three triplex / nine units and two parking structures adjacent, as well as the rehabilitation of the theatre. The primary school building and parcel will be zoned CCN. The overall project will also have a segment of new housing on the southeastern side of the property which will contain approximately 9 units/townhomes and this area will be zoned RCN. The property was listed on the National Register of Historic Places in 2021 and the applicant will be using Federal Historic Preservation tax credits to finance the project, thereby protecting the historic character of the exterior and primary interior spaces.

The benefit of the CCN Zone District will allow the theatre as a Use by Right. The apartment use is considered “residence multifamily” and is a Use by Review which will need a special use permit from the Zoning Board of Appeals. The CCN zone district will also allow some flexibility for limited future commercial uses and reduced setbacks. The preliminary plans for the theater development include a 450-500 capacity facility with a limited number of shows and events a year, it will not be a weekly performance theatre. The preservation and restoration of the theatre is a critical portion of the sale with the local nonprofit Keating School group. Theatres are not allowed as a use by right in many zone districts, and the CCN allows a theatre a use by right. The CCN does accommodate larger multifamily developments and the standards are listed in Section 17-4-5(6) PMC. The minimum lot sized based on the number of units is 75,000 sq ft, and the Keating School parcel is 125,000 sq ft. According to the site plan the development will provide 110 off street parking spaces (covered and uncovered) (not accounting for the theater use). Depending on the final development plan review conducted by city staff the applicant may have to request a variance(s). According to the CCN Performance standards Section 17-4-(4) PMC allows a reduction or waiver in the number of required parking spaces through the zoning board of appeals.

The proposed project will involve a separate commercial site plan review by City staff for the change of use and the new construction. The project will also involve a rearrangement of property boundaries for the RCN portion of the development and review by City departments. The school portion of the project will also qualify as a “conversion” and be subject to the new Multifamily Development Standards, 17-2-2. The site plan also provides for a larger area of landscaped open space in the rear of the site, but final design will need to comply with Section 17-4-5 (e) by providing 100 sq ft of open space per unit.

COMPREHENSIVE PLAN COMPLIANCE:

The project site has been designated by the Pueblo Comprehensive Plan as “Institutional Mixed-Use.” The Pueblo Comprehensive Plan designation of *Institutional Mixed-Use* states that these areas accommodate public and semi-public facilities with a regional service that may contain a

mix of complimentary uses. Uses vary by location, based on the size and scale of the facility. The proposed development will have 25 units per acre and the Institutional Mixed-Use category does not have a dwelling units per acre guidelines. While dwellings per acre is high for the surrounding Urban Residential Future Land Use Category the Institutional Mixed-Use states that uses and intensity vary by location, based on the size and scale of the facility. Keating School contains over 100,00 sq. ft. spanning almost an entire city block. This size and scale can accommodate the density in a building that has been in the community for almost 100 years without creating a negative impact to the neighborhood.

Rezoning the site to facilitate mixed-use development will preserve and restore one of Pueblo's most architecturally significant historic schools listed on the National Register of Historic Places. Citizen demand for the preservation of the school can be evidenced by the creation of a nonprofit to save the school and the Pueblo City School District 60's sale condition that the historic character must be preserved. Additionally, the City's 2020-24 Consolidated Plan identified affordable housing as a need and a goal, and the 2021 Housing study provided evidence that adding housing across all levels will improve or positively impact affordable housing.

Finally, the proposed rezoning site served as a public school for 83 years and Central High School and associated uses are located north of the site. Because of this, the neighborhood is generally acclimated to active uses at the site and higher than average traffic volumes normally found in a residential neighborhood.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make a recommendation to City Council that the zoning map amendment be **APPROVED**

HEARING:

Michael Cuppy appeared on behalf of the applicant and testified in favor of the application. Mr. Cuppy answered questions from the Board.

Loretta Wilton was sworn in and asked questions regarding parking availability. Sr. Planner Broadhead offered to schedule appointment with Ms. Wilton to review application and answer questions.

Eric Brown was sworn in and spoke about parking concerns due to school traffic and parking.

Beth Gladney was sworn in and testified in support of the Rezone

Bryan Gallagher, Director of Housing spoke on current housing issues within the City.

COMMISSION ACTION:

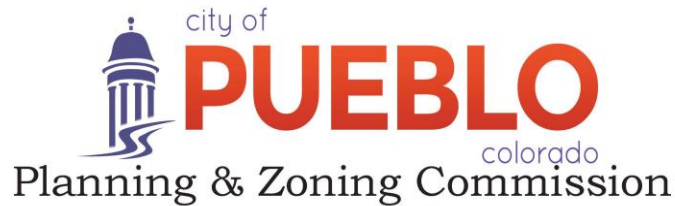
Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0.**

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-04

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Senior Planner

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

DATE: August 10, 2022

SUBJECT: Rezone from S-1, Governmental Zone District to CCN, Commercial Charter Neighborhood District and RCN, Residential Charter Neighborhood

APPLICANT: Ilan Salzberg / Orman Lofts QOZB LLC

PROPERTY OWNER: Pueblo City Schools, District 60

LOCATION: 214 E. Orman Ave
Legal Location attached to this Staff report.

CONCURRENT REQUESTS: None

REQUEST:

The applicant is requesting to rezone 214 E. Orman Ave a 145, 000 sq ft site spanning two parcels from S-1, Governmental District to CCN, Commercial Charter Neighborhood and Residential Charter Neighborhood, RCN. The proposed CCN Zone District will consist of 125,000 sq ft adjacent to Orman Ave. The RCN Zone District consist of 20,000 sq ft and sits adjacent to Adams Ave.

BACKGROUND AND ANALYSIS:

Keating School served as a Junior/Middle School until 2009 and has sat vacant for the last thirteen years. The site is located in the Mesa Junction neighborhood, across from Central High School surrounded by a variety of pre-World War II single family homes and two adjacent churches. Keating school opened in 1927, contains 115,000 sq of building and has a historic art deco theatre. The proposed project will involve a rehabilitation of the existing building into 75 market rate residential units, construction of three triplex / nine units and two parking structures adjacent, as well as the rehabilitation of the theatre. The primary school building and parcel will be zoned CCN. The overall project will also have a segment of new housing on the southeastern side of the property which will contain approximately 9 units/townhomes and this area will be zoned RCN. The property was listed on the National Register of Historic Places in 2021 and the applicant will be using Federal Historic Preservation tax credits to finance the project, thereby protecting the historic character of the exterior and primary interior spaces.

The benefit of the CCN Zone District will allow the theatre as a Use by Right. The apartment use is considered “residence multifamily” and is a Use by Review which will need a special use permit form the Zoning Board of

Appeals. The CCN zone district will also allow some flexibility for limited future commercial uses and reduced setbacks. The preliminary plans for the theater development include a 450-500 capacity facility with a limited number of shows and events a year, it will not be a weekly performance theatre. The preservation and restoration of the theatre is a critical portion of the sale with the local nonprofit Keating School group. Theatres are not allowed as a use by right in many zone districts, and the CCN allows a theatre a use by right. The CCN does accommodate larger multifamily developments and the standards are listed in Section 17-4-5(6) PMC. The minimum lot sized based on the number of units is 75,000 sq ft, and the Keating School parcel is 125,000 sq ft. According to the site plan the development will provide 110 off street parking spaces (covered and uncovered) (not accounting for the theater use). Depending on the final development plan review conducted by city staff the applicant may have to request a variance(s). According to the CCN Performance standards Section 17-4-(4) PMC allows a reduction or waiver in the number of required parking spaces through the zoning board of appeals.

The proposed project will involve a separate commercial site plan review by City staff for the change of use and the new construction. The project will also involve a rearrangement of property boundaries for the RCN portion of the development and review by City departments. The school portion of the project will also qualify as a “conversion” and be subject to the new Multifamily Development Standards, 17-2-2. The site plan also provides for a larger area of landscaped open space in the rear of the site, but final design will need to to comply with Section 17-4-5 (e) by providing 100 sq ft of open space per unit.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The project is in an area of single-family residences, churches, and governmental school buildings and related facilities.

❑ **Neighborhood Compatibility:**

North	S-1, Central high school, single family, and R-5 multifamily zoned with a mixture of single and multiple family residences.
East	S-1 and R-3, single-family homes and Central High School facilities.
South	B-2 and R-3, utility facility and single-family homes
West	R-2, single family homes

❑ **Comprehensive Plan Compliance:**

- ❑ The project site has been designated by the Pueblo Comprehensive Plan as “Institutional Mixed-Use.” The Pueblo Comprehensive Plan designation of *Institutional Mixed-Use* states that these areas accommodate public and semi-public facilities with a regional service that may contain a mix of complimentary uses. Uses vary by location, based on the size and scale of the facility. The proposed development will have 25 units per acre and the Institutional Mixed-Use category does not have a dwelling units per acre guidelines. While dwellings per acre is high for the surrounding Urban Residential Future Land Sue Category the Institutional Mixed-Use states that uses and intensity vary by location, based on the size and scale of the facility. Keating School contains over 100,00 sq. ft. spanning almost an entire city block. This size and scale can accommodate the density in a building that has been in the community for almost 100 years without creating a negative impact to the neighborhood.
- ❑ Rezoning the site to facilitate mixed-use development will preserve and restore one of Pueblo’s most architecturally significant historic schools listed on the National Register of Historic Places. Citizen

demand for the preservation of the school can be evidenced by the creation of a nonprofit to save the school and the Pueblo City School District 60's sale condition that the historic character must be preserved. Additionally, the City's 2020-24 Consolidated Plan identified affordable housing as a need and a goal, and the 2021 Housing study provided evidence that adding housing across all levels will improve or positively impact affordable housing.

- ❑ Finally, the proposed rezoning site served as a public school for 83 years and Central High School and associated uses are located north of the site. Because of this, the neighborhood is generally acclimated to active uses at the site and higher than average traffic volumes normally found in a residential neighborhood.

ABILITY TO COMPLY WITH THE PROPOSED ZONE DISTRICT:

- ❑ Minimum lot size and area:
 - The CCN Zone District requires a that for developments with six or more family dwellings units shall have a minimum of 8,000 sq ft or 1000 sq ft per dwelling unit whichever is greater.
 - with the proposed CCN district is 125,000 sq ft and the RCN is 20,000 square feet, both meet the zone district minimum size based on the proposed number of units (75 and 9 units respectively). The CCN parcel has 400 linear feet of frontage on Orman Ave, and the minimum is 25', the RNC parcel has 190' linear feet on Adams Ave and the minimum is 25' feet. The existing site has been reviewed and both 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. Staff has reviewed the preliminary site plan and it appears to meet most of the requirements, more refinement will come during the commercial site plan review process.

❑ **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 17-4-5 (g)(4)

- Subsection (a) states "To promote flexibility in design, preserve existing commercial area and encourage pedestrian uses the off-street parking requirements set forth in this Chapter may be reduced or waived
- Section 17-4-5(4)(a) allows the owners to apply the Zoning Board of Appeals to promote flexibility in design. The applicant may apply for a variance if they fall short of the number of required spaces during the commercial site plan review phase.

2. 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. Section 17-4-4 (f) of the Pueblo Municipal Code (PMC) provide additional requirements for properties zoned RCN.
- 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 signed the most recent application.**

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 an apartment complex as well as new housing, theatre, and perhaps future commercial.**

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

☐ Comments **A preliminary site plan has been provided.**

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

☐ Comments **The applicant indicated that work would start sometime in 2023 and open in 2024**

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 has conducted similar rehabilitation in Kansas City and Denver.**

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- See memo from Sonia Mondragon dated March 8, 2022
- City Stormwater- No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

RECOMMENDED ACTION:

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

ATTACHMENTS:

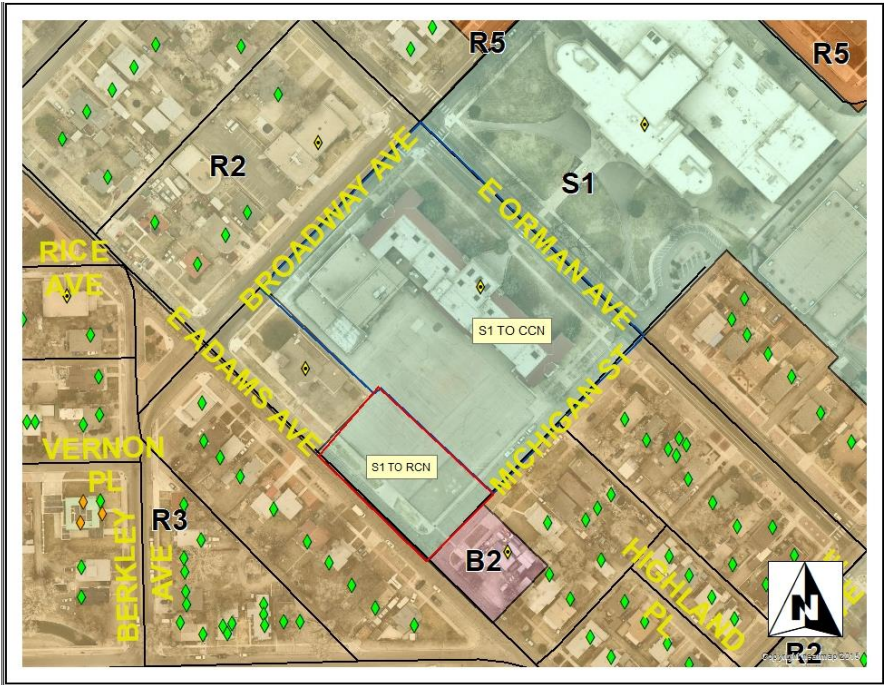
- A. **Arial Photograph**
- B. **Zoning Map**
- C. **Comprehensive Plan Map**

- D. Vicinity Map Showing neighboring rezones to residential uses**
- E. Site Photographs**
- F. CCN District Information Sheet**
- G. RCN District Information Sheet**
- H. Application and Statement of Facts**
- I. Rezoning Map Exhibit**
- J. Topographic map**
- K. Preliminary Site plan**
- L. Memo from Sonia Mondragon March 8, 2022**
- M. Legal Description**
- N. Developer's Resume**

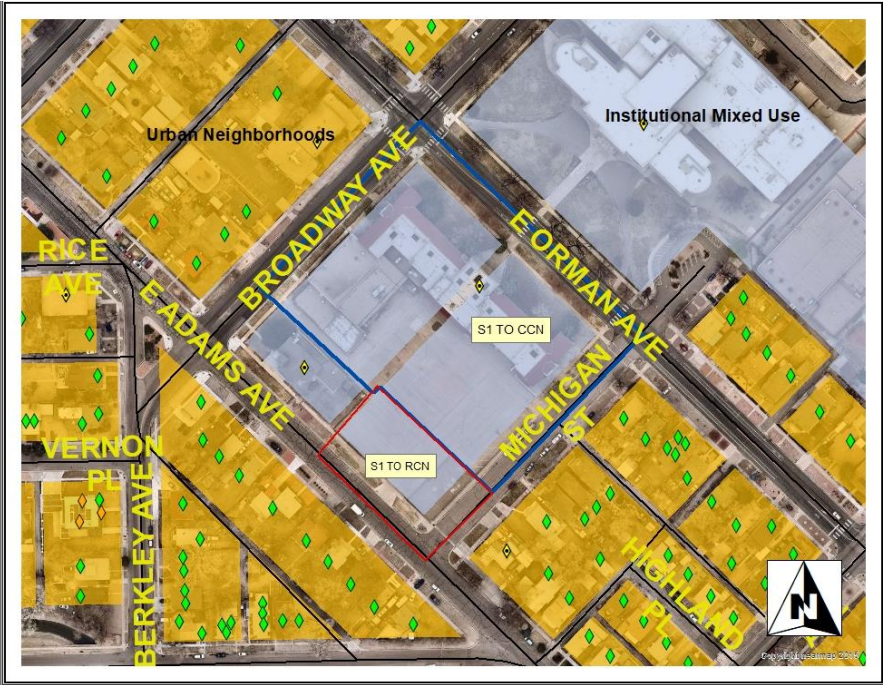
ATTACHMENTS:



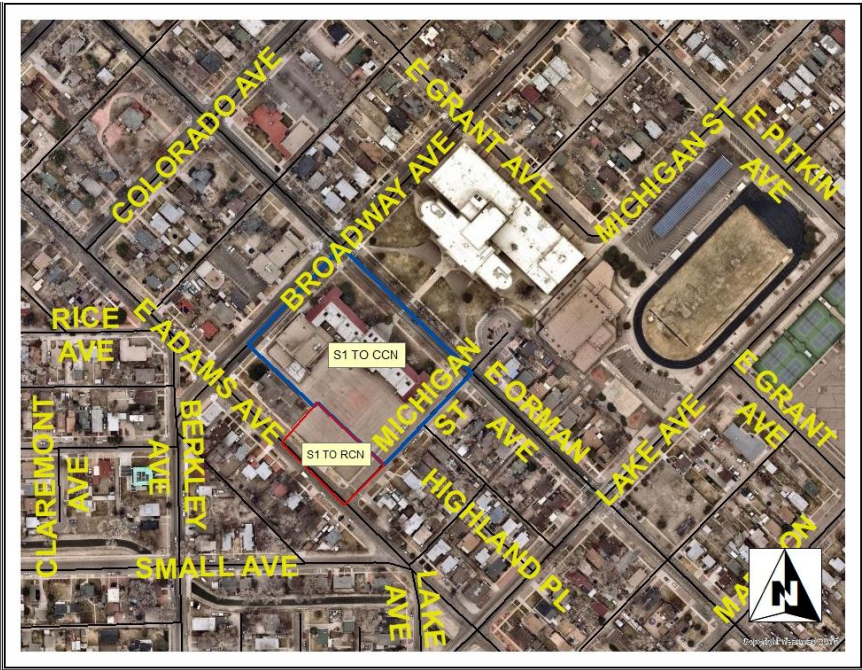
A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan Map



D. Vicinity Map Showing neighboring rezones to residential uses



Looking Southwest from Orman Ave.



Proof of posting.



Looking Southwest from Orman Avenue down Michigan Street



Overview of the theatre and rear access



Area of new housing area along Adams Ave.



Property line and right of way along Michigan Avenue



Planning & Community Development

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Zone District: **CCN** (Commercial Charter Neighborhood District)

Purpose. The standards of the CCN District are designed to retain and conserve suitable areas for commercial, office and mixed-use development that primarily serve the residents of the surrounding charter neighborhood. This type of development should enhance rather than detract from the primarily residential character of the area and function as a continuous element of the pedestrian-oriented CCN District.

Setbacks: Front 25' one & two family Side * Rear 15'**
0' all other uses

* a. Lot width of thirty-five (35) feet or fewer:

1. Side yard setbacks for one- and two-family residential units and their accessory structures on lots thirty-five (35) feet or fewer in width shall be three (3) feet. Projections shall not extend to a point closer than two (2) feet from the property line.
2. Other buildings: five (5) feet.
3. Two (2) one-family residences may be constructed on two (2) separate parcels, connected to each other (zero setbacks) on one (1) side with a side yard setback of five (5) feet on the other side, provided that the residences are built at the same time.

b. Side yard setbacks for lots greater than thirty-six (36) feet in width: five (5) feet.

** Does not apply on the portion of the parcel adjacent to another parcel also in a business or Industrial zone. It does apply when the portion of the parcel is adjacent to a residential or special zone (streets and alleys not considered.).

Coverage: 100%
Floor Area Ratio: 2
Max. Height 35'
Minimum Lot Width: 25'
Minimum Lot Size:
Single Family: 2,500 Square Feet

Performance standards: § 17-4-5(1)g.

Outdoor Lighting: § 17-4-52 Outdoor Lighting Performance Standards.

Off Street Parking: § 17-4-43 Off-street parking non-residential.

Landscape: Required. § 17-4-7

Public Sidewalks: § 17-4-44

Permitted Uses § 17-4-51(c)

Uses depend on the type of street along the front of the building containing the use.

CCN 4-12-22

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Major Arterial**Uses by right.**

- | | | |
|---|-----------------------------------|--------------------------------------|
| 1. Accessory commissary | 11. Home, Disabled | 22. Residence, one-family |
| 2. Accessory community garden | 12. Instructional studio | 23. Residence, three and four family |
| 3. Accessory dwelling unit, established | 13. Laundromat | 24. Residence, two-family (duplex) |
| 4. Art gallery | 14. Mixed Use | 25. Retail sales, auto parts |
| 5. Automobile rental | 15. Nursery | 26. Retail sales, garden center |
| 6. Bakery, retail | 16. Office, general | 27. Retail sales, general |
| 7. Bed and breakfast home | 17. Office, medical | 28. Temporary farmers market |
| 8. Butcher shop | 18. Office, professional | 29. Theater, general |
| 9. Farmers market | 19. Pet shop | |
| 10. General service | 20. Public utilities | |
| | 21. Recreation facilities, indoor | |

Uses by review.

- | | | |
|--|---|---|
| 1. Accessory drive-thru | 19. Contractor's shop | 37. Museum |
| 2. Accessory emergency generator | 20. Convent / Monastery | 38. Parking lot |
| 3. Accessory heliport, emergency medical | 21. Food and drink processing facility, minor | 39. Parking structure |
| 4. Automobile dealership | 22. Food warehousing | 40. Parks, trails and open space |
| 5. Automobile repair, lube shop | 23. Funeral home | 41. Recreation facilities, general |
| 6. Banquet hall | 24. Gas station | 42. Recreational vehicle, sales and service |
| 7. Bar, tavern | 25. Health club | 43. Religious institution |
| 8. Bed and breakfast inn | 26. Home, Children | 44. Residence, multifamily |
| 9. Boarding-house | 27. Home, elderly | 45. Restaurant, carry-out |
| 10. Brewpub | 28. Home, elderly foster | 46. Retail sales, liquor store |
| 11. Car wash | 29. Home, Foster | 47. School, preschool |
| 12. Catering service | 30. Homeless shelter | 48. Smoking lounge |
| 13. Charitable institution | 31. Hospital | 49. Storage facility, outdoor |
| 14. Child care center | 32. Hotel (Motel) | 50. Storage facility, self-storage |
| 15. Child care home | 33. Laundry service | 51. Student Housing |
| 16. Civic club | 34. Library | 52. Urgent care facility |
| 17. Commercial, established | 35. Massage establishment | 53. Veterinary clinic |
| 18. Community center | 36. Mortuary | 54. Wedding facility |

Conditional uses:

- | | | |
|---|------------------------------|---------------------------------------|
| 1. Accessory antenna | 7. Community garden | 13. Repair shop, consumer items |
| 2. Accessory commercial patio | 8. Development in floodplain | 14. Restaurant |
| 3. Accessory medical marijuana home cultivation | 9. Home based business | 15. Temporary construction yard |
| 4. Accessory solar array | 10. Live-work unit | 16. Mobile food vendor |
| 5. Artist studio | 11. Pharmacy | 17. Temporary outdoor sales, seasonal |
| 6. Beauty salon or barbershop | 12. Photography studio | |

CCN 4-12-22

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Minor Arterials, Collectors, Local Streets**Uses by right.**

- | | | |
|---|--------------------------|--------------------------------------|
| 1. Accessory commissary | 6. General service | 11. Public utilities |
| 2. Accessory community garden | 7. Home, Disabled | 12. Mixed Use |
| 3. Accessory dwelling unit, established | 8. Office, general | 13. Residence, one-family |
| 4. Art gallery | 9. Office, medical | 14. Residence, three and four family |
| 5. Bakery, retail | 10. Office, professional | 15. Residence, two-family (duplex) |

Uses by review.

- | | | |
|--|---|-----------------------------------|
| 1. Accessory drive-thru | 19. Convent / Monastery | 38. Parking lot |
| 2. Accessory emergency generator | 20. Farmers market | 39. Parks, trails and open space |
| 3. Accessory heliport, emergency medical | 21. Food and drink processing facility, minor | 40. Pet shop |
| 4. Banquet hall | 22. Food warehousing | 41. Recreation facilities, indoor |
| 5. Bar, tavern | 23. Funeral home | 42. Religious institution |
| 6. Bed and breakfast home | 24. Health club | 43. Residence, multifamily |
| 7. Bed and breakfast inn | 25. Home, Children | 44. Restaurant, carry-out |
| 8. Boarding-house | 26. Home, elderly | 45. Retail sales, garden center |
| 9. Brewpub | 27. Home, elderly foster | 46. Retail sales, general |
| 10. Butcher shop | 28. Home, Foster | 47. School, preschool |
| 11. Car wash | 29. Homeless shelter | 48. Smoking lounge |
| 12. Catering service | 30. Hospital | 49. Student Housing |
| 13. Charitable institution | 31. Instructional studio | 50. Temporary farmers market |
| 14. Child care center | 32. Laundromat | 51. Theater, general |
| 15. Child care home | 33. Laundry service | 52. Urgent care facility |
| 16. Civic club | 34. Massage establishment | 53. Wedding facility |
| 17. Commercial, established | 35. Mortuary | |
| 18. Community center | 36. Museum | |
| | 37. Nursery | |

Conditional uses:

- | | | |
|---|-------------------------------|---------------------------------------|
| 1. Accessory antenna | 6. Beauty salon or barbershop | 12. Photography studio |
| 2. Accessory commercial patio | 7. Community garden | 13. Repair shop, consumer items |
| 3. Accessory medical marijuana home cultivation | 8. Development in floodplain | 14. Restaurant |
| 4. Accessory solar array | 9. Home based business | 15. Temporary construction yard |
| 5. Artist studio | 10. Live-work unit | 16. Mobile food vendor |
| | 11. Pharmacy | 17. Temporary outdoor sales, seasonal |



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Zone District: **RCN** (Residential Charter Neighborhood)

Purpose. The standards of this district (RCN) are designed to maintain the character of the City's original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating. There are tree-lined streets with sidewalks, alleys, neighborhood parks and a mixture of uses within the residential fabric. The neighborhoods historically functioned at a pedestrian scale, with most residences, public amenities, and neighborhood goods and services accessible with little dependence on an automobile. There are some nonresidential uses that present actual or potential compatibility problems. The standards of this district are intended to maintain and enhance these and other such desirable neighborhood characteristics and resolve questions of the compatibility of adjacent uses.

Setbacks:	Front	Residential: (*1) Commercial: 0'	Side	(*2)	Rear	15'
Coverage:	50%	(75% by review)				
Max. Height	35'					
Minimum Lot Width:	25'					
Minimum Lot Size:						
Single Family:	2,500 Square Feet	(*3)				
Duplex	5,000 Square Feet					

(*1) The front yard setback for all buildings, except commercial buildings on a corner lot, shall be the average of the existing building setbacks on adjacent lots. If there is only one (1) adjacent lot with a building, the setback shall be equal to its setback. If both adjacent lots are vacant, the setback shall be the average of all existing building setbacks on the block. If there are no houses on the block, the setback shall be twenty-five (25) feet.

(*2) a. Lot width of thirty-five (35) feet or fewer:

1. Side yard setbacks for one- and two-family residential units and their accessory structures on lots thirty-five (35) feet or fewer in width shall be three (3) feet. Projections shall not extend to a point closer than two (2) feet from the property line.
2. Other buildings: five (5) feet.
3. Two (2) one-family residences may be constructed on two (2) separate parcels, connected to each other (zero setbacks) on one (1) side with a side yard setback of five (5) feet on the other side, provided that the residences are built at the same time.

b. Side yard setbacks for lots greater than thirty-six (36) feet in width: five (5) feet.

(*3) Three (3) to five (5) family dwelling unit structures shall have one thousand five hundred (1,500) square feet of land area per dwelling unit. Six (6) or more family dwelling unit structures shall have a minimum of eight thousand (8,000) square feet of land area or one thousand (1,000) square feet per dwelling unit, whichever is greater, and shall provide at least twenty percent (20%) of the parcel in landscaped open space.

Single Family Homes: § 17-4-11 Single family home placement standards

Performance Standards: § 17-4-5(f)

Outdoor Lighting: § 17-4-52 Outdoor Lighting Performance Standards.

Off Street Parking: § 17-4-42 Off-street parking residential.

Landscape: Required. §17-4-7.

Public Sidewalks: § 17-4-44

RCN 4-12-22

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Permitted Uses § 17-4-51(c)**Uses by right.**

- | | | |
|---|--------------------------|-----------------------------------|
| 1. Accessory community garden | 5. Home, elderly | 8. Residence, townhouse |
| 2. Accessory dwelling unit, established | 6. Mixed Use | 9. Residence, two-family (duplex) |
| 3. Home, Children | 7. Residence, one-family | |
| 4. Home, Disabled | | |

Uses by review.

- | | | |
|----------------------------------|----------------------------------|------------------------------|
| 1. Accessory commissary | 11. Commercial, established | 22. Photography studio |
| 2. Accessory emergency generator | 12. Community center | 23. Public utilities |
| 3. Bakery, retail | 13. Farmers market | 24. Religious institution |
| 4. Bar, tavern | 14. Funeral home | 25. Residence, multifamily |
| 5. Beauty salon or barbershop | 15. General service | 26. Restaurant |
| 6. Bed and breakfast home | 16. Massage establishment | 27. Retail sales, general |
| 7. Brewpub | 17. Nursing home | 28. Smoking lounge |
| 8. Charitable institution | 18. Office, general | 29. Temporary farmers market |
| 9. Child care center | 19. Office, medical | 30. Urgent care facility |
| 10. Child care home | 20. Office, professional | 31. Wedding facility |
| | 21. Parks, trails and open space | |

Conditional uses:

- | | | |
|---|------------------------------|---|
| 1. Accessory commercial patio | 5. Community garden | 9. Live-work unit |
| 2. Accessory medical marijuana home cultivation | 6. Development in floodplain | 10. Pharmacy |
| 3. Accessory solar array | 7. Home based business | 11. Temporary construction yard |
| 4. Artist studio | 8. Legal non-conforming uses | 12. Temporary model home (sales office) |



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Planning & Zoning Map Amendment Application (Rezoning)

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Robert Lawson, Executive Director of Facilities Management	
Company: Pueblo District No. 60	
Address: 315 W. 11th St. Pueblo, CO	Zip: 81003
Phone: () (719) 549-7206	Email: robert.lawson@pueblocitieschools.us
Applicant	
Name: Ilan Salzberg	
Company: Orman Lofts QOZB LLC	
Address: 4433 W. 29th Ave. #007, Denver CO	Zip: 80212
Phone: () (720) 935-9500	Email: ilansalzberg@gmail.com
Person or Firm Representing (If Different From) Owner or Applicant	
Name: Michael Cuppy	
Company: Northstar Engineering and Surveying, Inc.	
Address: 111 E. 5th St.	Zip: 81003
Phone: () (719) 544-6823	Email: mcuppy@northstar-co.com
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: 215 E. Orman Ave. Pueblo, CO 81004 (address or general description)	
Parcel# 1502119001, 1502119003	
Legal Description: See Attached Legal Description	
Subdivision: CO COAL + IRON CO ADD NO 1	Acreage: 5.02
Existing Zone District: S-1	Proposed Zone District: CCN, RCN

Purpose of this Application:

- ☒ To permit development of the property not allowed under the existing zone district.
- ☐ To provide proper zone district in conjunction with the subdivision plan for the area.
- ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.
- ☐ Other (specify): _____
- _____
- _____
- _____

(Continued from previous page)

Statement of Facts:

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

The purpose of the application is to rezone the parcel to permit redevelopment the Keating School site.**Description of area surrounding proposed development:**

To the Northwest, Southwest, and Southeast is residential properties. To the Northeast is the Central High School Building

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.

This development will be primarily multi-family housing

- ☐ 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: spring 2023Estimated date for completion of project: spring 2024

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

The development company is economically responsible and capable of accomplishing this development.

- ☒ 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



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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.

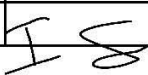
Property Owner

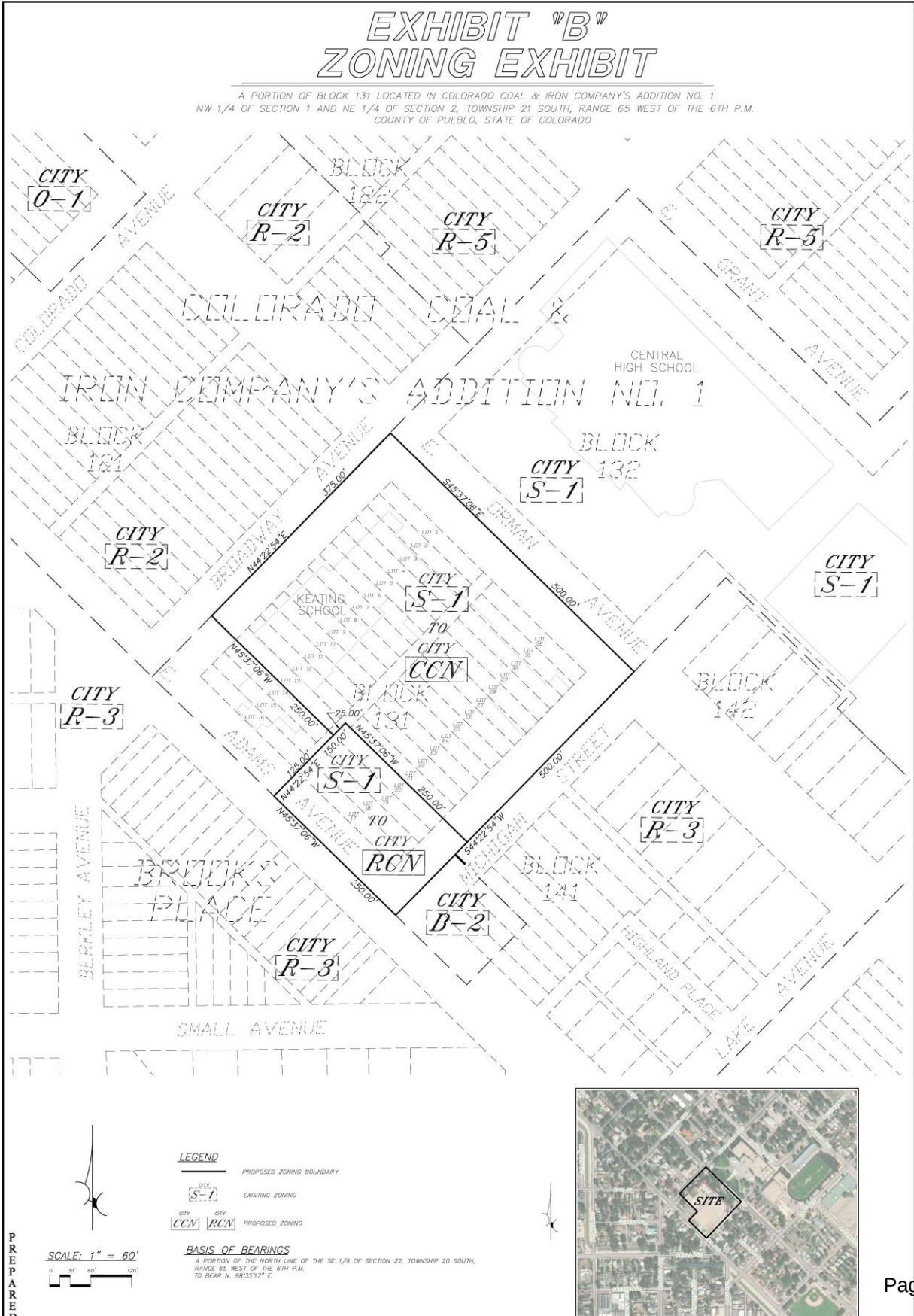
Print Name: Robert Lawson

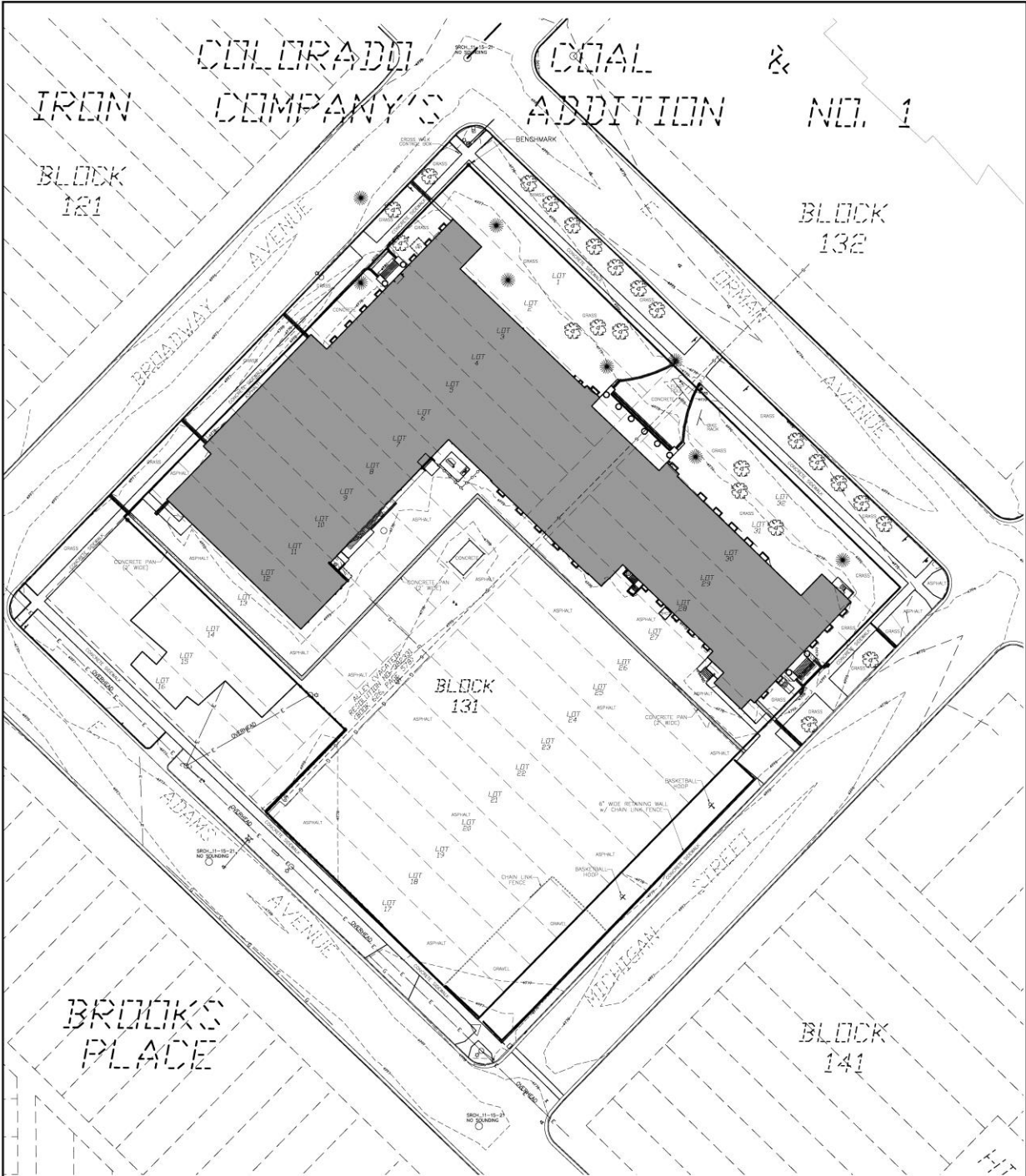
Signature:  Date: 7/26/22

Applicant, if different from Property Owner

Print Name: Ilan Salzberg

Signature:  Date: 7/26/2022





LEGEND

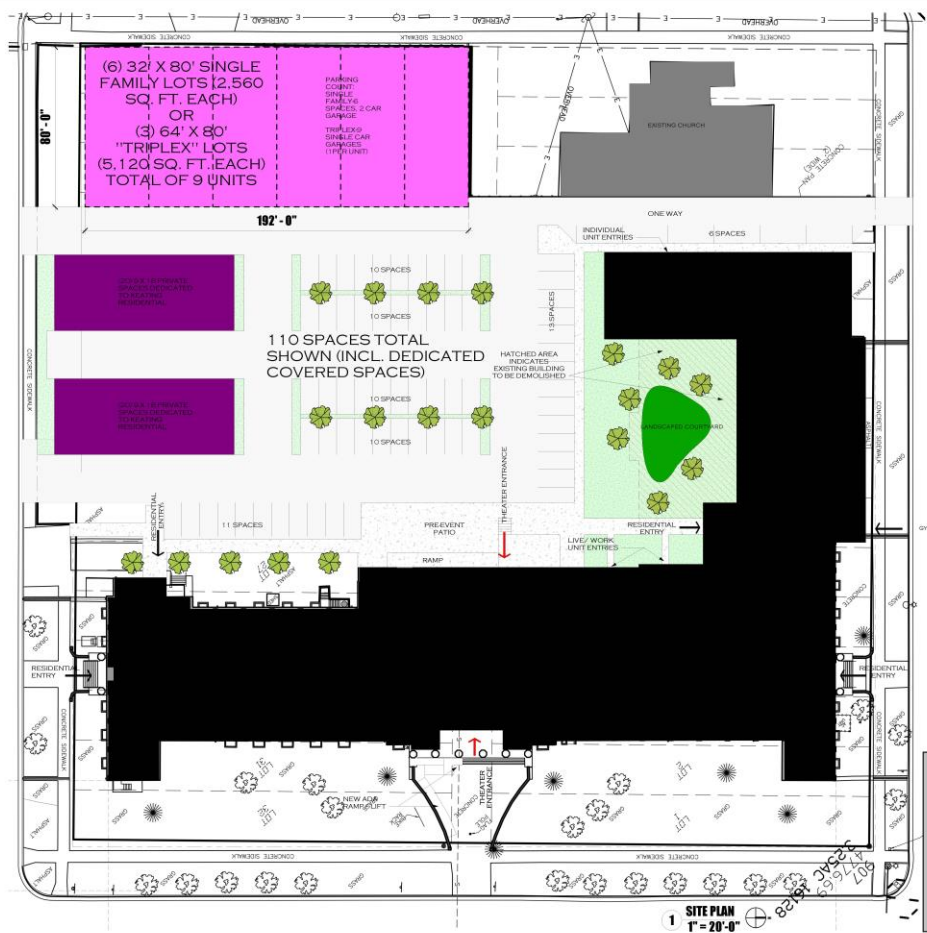
- | | | | |
|--|---|--|----------------------------|
| | FOUND NO. 3 1/4" DIA. ALUMINUM CAP (0.5' TYPICAL) | | SANITARY SEWER LINE |
| | GAS METER | | STORM SEWER LINE |
| | WATER METER | | WATER LINE |
| | ELECTRIC METER | | UNDERGROUND ELECTRIC LINES |
| | TELEPHONE MANHOLE | | OVERHEAD ELECTRIC LINES |
| | SANITARY SEWER MANHOLE | | GAS LINE |
| | STORM SEWER MANHOLE | | TELEPHONE LINE |
| | WATER MANHOLE | | FIBER OPTIC LINE |
| | STREET LIGHT | | |
| | POWER POLE | | |
| | OUT WIRE | | |
| | WATER VALVE | | |
| | FIRE HYDRANT | | |
| | CULVERT | | |

BENCHMARK:

"A" CHISEL ON THE TOP OF CURB HEAD ON THE EAST RETURN AT THE SOUTHEAST CORNER OF LEWIS AVENUE AND KINGSTON BOULEVARD
ELEV. = 4910.32, NORTHSTAR DATUM
ELEV. = 4910.81, CITY OF PUEBLO DATUM

BENCHMARK (ON-SITE):

FOUND NO. 3 1/4" DIA. ALUMINUM CAP (0.5' TYPICAL)
LOCATED ON THE MOST NORTHERLY CORNER OF SURVEY PROPERTY
ELEV. = 4776.693, NORTHSTAR DATUM



PARKING CALCULATION	
TOTAL RESIDENTIAL IN KEATING BUILDING: 75	6 SQ. FT. TRIPLEX
TOTAL DETACHED RESIDENTIAL: 15	5184 SQ. FT. TRIPLEX
TOTAL ALL RESIDENTIAL:	
TOTAL RETAIL SQUARE FEET:	
EXIST. ACTUAL THEATER SQ. FT.:	3,634
FIRST FLOOR ONLY:	
PARKING REQUIRED:	105 SPACES REQUIRED
RESIDENTIAL (1.25' SQ. FT. / UNIT) =	105 SPACES REQUIRED
RETAIL (1.400 SQ. FT. / SQ. FT.) =	115 SPACES REQUIRED
TOTAL REQUIRED =	
PARKING CURRENTLY PROVIDED: KEATING SPOTS = 110	
SINGLE FAMILY OR TRIPLEX PARKING	6 TO 9
TOTAL PROJECT PARKING COUNT	116 TO 119

HCF
ARCHITECTS INC.
2602 N. Elizabeth St.
Pueblo, CO 81003
719-543-7600
hcfarch.com

L
Design
719.560.5144
ron@lazarusdesignllc.com

KEATING APARTMENTS
PUEBLO, COLORADO

PROJECT NUMBER	Project Name
DATE	Project Status
PROJECT OWNER	Urban State
DESIGNER	Keating
DATE	Revised

SECURE & CONCEPT SITE PLAN

PROJECT COST \$75.00

PL1.0

Nancy Keller
Wastewater Director



1300 S. Queens Ave
Pueblo, CO 81001

Phone (719) 553-2892
Fax (719) 553-2957

City of Pueblo Wastewater Department

MEMORANDUM

TO: Wade Broadhead
FROM: Sonia Mondragon
DATE: March 8, 2022
SUBJECT: Z-22-04 215 E Orman Ave Keating School Rear Lot Rezoning

This memo is intended to serve as the Wastewater Department's review of the referenced project submittal. Please forward to the applicant's representative.

Please provide a sanitary sewer flow comparison between the original S-1 to the proposed R-5.

In the past, Keating was serviced by a main that is located underneath Keating and Central High schools' buildings. With the proposed use of the property the current alignment is not in the best interest of the proposed project, Central High, nor the City of Pueblo. A new main will need to be constructed from the property to an existing main, preferably the 12" in E Adams Ave.



EXHIBIT "A"

**MAP AMENDMENT
(REZONING)**

Rezone S-1 to CCN

A parcel of land located in a portion of Block 131 located in Colorado Coal & Iron Company's Addition No. 1 in the NW 1/4 of Section 1 and NE 1/4 of Section 2, Township 21 South, Range 65 West of the 6th P.M. the County of Pueblo and State of Colorado, being more particularly described as follows:

Lots 1-13 and Lots 21-32 of Block 131 in Colorado Coal and Iron Company's Addition No. 1, and the adjacent northwesterly one-half of the right-of-way of Michigan Street, and the adjacent southwesterly one-half of the right-of-way of Orman Avenue, and the adjacent southeasterly one-half of the right-of-way of Broadway Avenue, and all of the Alley right-of-way adjacent to the aforementioned lots.

Containing 4.16 acres, more or less.

EXHIBIT "A"

**MAP AMENDMENT
(REZONING)**

Rezone S-1 to RCN

A parcel of land located in a portion of Block 131 located in Colorado Coal & Iron Company's Addition No. 1 in the NW 1/4 of Section 1 and NE 1/4 of Section 2, Township 21 South, Range 65 West of the 6th P.M. the County of Pueblo and State of Colorado, being more particularly described as follows:

Lots 17-20 of Block 131 in Colorado Coal and Iron Company's Addition No. 1, and the adjacent northwesterly one-half of the right-of-way of Michigan Street, and the adjacent northeasterly one-half of the right-of-way of Adams Avenue, and the southeasterly one-half of the Alley right-of-way adjacent to the aforementioned lots.

Containing 0.86 acres, more or less.

Exact Partners

WHO WE ARE



Ilan Salzberg and Caleb Buland have been active in Denver and Kansas City Real Estate Development for nearly two decades. In the Kansas City region, they focus on redevelopment of historic buildings. Together they have completed the development and stabilization of hundreds of apartment units and tens of thousands of SF commercial space with a strong pipeline of projects under construction and in planning.

Ilan Salzberg is a licensed Colorado attorney and real estate agent. Caleb Buland is a licensed Architect. Exact Partners brings legal, architectural and pragmatic know-how to every project they are involved in to. Exact Partners deep knowledge of governmental incentive programs gives Exact a competitive advantage as they bring their ideas to market. Exact creates high quality, effective, efficient, timely solutions to improve buildings and neighborhoods.

STABILIZED

MIDTOWN KC

THE NETHERLAND | 3835 MAIN ST KANSAS CITY MO 64111

The former Hawthorne Hotel, a 10-floor apartment hotel opened in 1928, was added to the National Historic Register in 1979. Efforts to renovate this Spanish revival-style hotel with Moorish and Baroque elements fizzled for decades as the building became a looming blight over Kansas City's Main Street. With the upcoming KC Streetcar addition soon to be passing at the Netherlands' front door, Exact is eager to build modern midtown housing for those who appreciate a mix of historic architecture and modern luxury. Amenities include a hotel-style gym, street level courtyards and seventh floor skybridge lounge. A bar/restaurant called The Canary will operate on both the ground level and rooftop deck.

Total Project Cost \$17M
96,130 SF
118 One Bed & Studio Lofts

THE ACME | 3200 GILLHAM AVE KANSAS CITY MO 64109

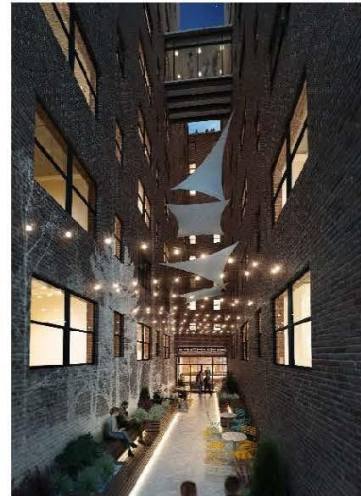
Local architects Archer and Gloyd designed the Neoclassical building in 1925 for the ACME Cleansing Company, which provided services to clean, repair, and care for household garments. The ACME Cleansing Company Building retains excellent integrity of the features and finishes, specifically the elaborate terracotta ornament and wood windows. The 28 unit building also features a gallery for the Kansas City Artists Coalition, as well as working artist studios.

25,664 SF | Total Project Cost \$4.5M
28 One Bed & Studios plus One Gallery & Working Artist Studios

WONDER SHOPS + FLATS | 1108 E 30TH ST. KANSAS CITY MO 64109

The Wonder brings a fresh approach to downtown living in Kansas City. We've breathed new life into the historic Wonder Bread factory, creating affordable modern spaces for city-dwellers seeking to join this vibrant neighborhood. The building is home to the headquarters of BikeWalkKC as well as Homeroom Health, an all-in-one affordable healthcare provider for children and teens.

119,100 Total SF | Total Project Cost \$16M
36,600 SF Commercial and 87 Two Bed & One Bed Lofts



The Netherlands Courtyard

3000 TROOST | 3000 TROOST, KANSAS CITY MO 64109

Ruby Jeans Juicery and Commissary pioneered the corner at 30th and Troost, and its colorful, energetic presence has been warmly welcomed into the neighborhood. This juice bar and health-conscious eatery occupies the corner-facing restaurant, and the full kitchen is used to prep food for their multiple Kansas City locations. The lot on the northwest corner of the lot has been occupied by Green Thumb Gardens, a native plant nursery and landscaping company that promotes Kansas City's local flora and efficient rainwater management. This site is well positioned for future redevelopment with nearly 2 acres of land and generous zoning along a growing commercial and residential corridor.

6,000 SF | Total Project Cost \$800K

One Restaurant, Two Offices and Container Garden for additional leasing opportunities

ST. JO MISSOURI**HL29 LOFTS | 2509 DUNCAN ST. ST. JOSEPH, MO 64507**

HL29 Modern Flats, a former elementary school located in a quaint neighborhood in historic Saint Joseph, Missouri, has been recently converted into luxury living with hotel-style amenities. This property offers spacious studio, one, and two-bedroom apartments with a rich, industrial feel. The unique community combines architectural history with modern architectural styling.

41,175 SF | Total Project Cost \$5M

39 Two Bed, One Bed & Studio Lofts

STABILIZED**LEAVENWORTH KS****CARNEGIE | 316 N. 6TH ST. LEAVENWORTH, KS 66048**

This historic building, given to the city of Leavenworth KS in 1902 by Andrew Carnegie, housed the Leavenworth Public Library then the Leavenworth Area Arts Council for 110 years. Exact acquired the two-story limestone and brick building and conducted a \$1.4 million renovation to give it new life as 10 modern apartments, each retaining its original ornate molding and flanked with soaring 14-foot windows.

11,000 SF | Total Project Cost \$1.4M

10 Two Bed, One Bed & Studio Plus Lofts

BEN DAY | 1100 3RD AVE. #201 LEAVENWORTH, KS 66048

This brick construction former elementary school built in 1909 has now been restored into bright and spacious modern apartments. It has become a thriving community for tenants who appreciate design. Ben Day houses a diverse tenant mix with a low turnover rate. Demand has been high for these units, and we hope to shift Ben Day's wait list to its identical sister school, the Broadway Lofts, that is approaching completion.

28,000 SF | Total Project Cost \$3.5M

26 Two Bed, One Bed, & Large Studio Lofts

BROADWAY LOFTS | 801 N. BROADWAY ST. LEAVENWORTH KS 66048

This robust Tudor Revival-style school served the children of Leavenworth for 76 years. After being shuttered to make way for new educational developments, its beautiful bones and prime location in the heart of the city made it a perfect candidate for revitalization. Nearly a century later, with its historic integrity preserved and updated with modern amenities, the new Broadway Lofts will continue its legacy of service as a home for the growing and thriving community of Leavenworth.

28,234 SF | Total Project Cost \$3.7M

27 Two Bed, One Bed, & Large Studio Lofts

UNDER CONSTRUCTION

MIDTOWN KC

THE MONARCH | 3829 MAIN ST KANSAS CITY MO 64111

Monarch continues the theme of urban rebirth, with its own unique value proposition. The former fireproof warehouse will be converted into 16 large floorplan apartments with four commercial spaces. Amenities include interior bike storage to promote tenants to try alternative modes of transportation, as well as a rooftop pool and interior lounge for tenants and guests.

37253 SF | Total Project Cost \$7M

Anticipated commercial rental rate of \$20/SF

Anticipated Completion Late Summer 2020



LEAVENWORTH KS

LEAVENWORTH LOCAL | 600 SHAWNEE ST. LEAVENWORTH KS 66048

The former Immaculata High School spans a block in the middle of downtown Leavenworth. The well-traveled community of Leavenworth is largely populated by those employed by the military training fort located there, making for a community hungry for extended stay hotel living. This project will contain a mix of one bed units, as well as bunkroom style offerings for larger groups. The former school's theater will be revitalized so it can accommodate small conferences and events. Commercial spaces can include a spa/salon or gym user.

52,856 SF | Total Project Cost \$7.5M

60 Hotel Room Wyndham Trademark Project

Anticipated Completion Late 2020

PIPELINE

MIDTOWN KC



THE ARMORY | 3620 MAIN ST. KANSAS CITY MO 64111

The Armory's beautiful vaulted ceilings, unique face right on Main Street overlooking the streetcar expansion line and abundant parking on Baltimore Avenue make it an ideal destination for both the Kansas City community and visitors from around the country. Armory offers a unique opportunity to offer a Food and Artisanal Hall, common in major cities across America but lacking in KCMO.

70,000 SF of land for ground up with 8 story plus zoning + 25,000 SF of historic renovation

MARLBOROUGH | 7415 TRACY AVE KANSAS CITY

The former Marlborough Elementary School, designed in the same style as the historic Plaza district, sits on a 4 acre city block lot between Troost and Paseo. Exact Partners is working with the community to redevelop this multi-acres site, incorporating elements of the historic school into a residential oasis in a changing neighborhood.

CHORUS OPPORTUNITY ZONE FUND MANAGEMENT

MARTINI CORNER & TROOST AREA PROJECTS

Exact Partners is managing the deployment of Chorus QOF capital across projects in Midtown KC including repositioning a cash flowing entertainment district for long term returns. Developing two ground up townhome projects and transforming a major intersection after being awarded 30,000 SF of highly coveted development ground through a city RFP process.



June 25, 2022

This is to inform you that the City Planning and Zoning Commission will hold a public hearing on a request by **Ilan Salzberg, Green Acres QOZB LLC** for the approval of the following application(s):

Rezone Z-22-04: The Keating School, 215 E. Orman Ave., Lot 1-13, & 17-32, Block 131, Colorado Coal and Iron Company’s Addition No.1 subdivision and adjacent rights of way from Governmental (S-1) Zone District to Residential Charter Neighborhood (RCN) and Commercial Charter Neighborhood (CCN) Zone Districts.

The Planning and Zoning Commission meeting will be held on August 10th, 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-22-04

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 Parcel 1502119003 to be sent to the attached list of owners of the real property line 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.

7-26-22

(Date)

PUEBLO PLANNING AND 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 1502119003, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

7-26-22

(Date)

PUEBLO PLANNING AND ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Own	OwnerZip
PUEBLO MUNICIPAL CORP	1 CITY HALL PL	PUEBLO	CO	81003-4201
TABOR EVANGELICAL LUTHERAN CHU	102 E ORMAN AVE	PUEBLO	CO	81004-2142
DOWDY JERRY S/DOWDY PAULINE	115 E ORMAN AVE	PUEBLO	CO	81004-2141
SLOAN SHERRI LYNNE	116 E ORMAN AVE	PUEBLO	CO	81004-2142
WISEMAN DAVID AARON + WISEMAN CH	118 E ADAMS AVE	PUEBLO	CO	81004-2123
LANE JUDY L	118 E ORMAN AVE	PUEBLO	CO	81004-2142
ROMERO DAVID A	126 E ADAMS AVE	PUEBLO	CO	81004-2123
LASER PROPERTIES LLC	12649 E CALEY AVE STE 120	CENTENNIA	CO	81111-6464
GONZALES MATTHEW F	130 E ADAMS AVE	PUEBLO	CO	81004-2123
FONDA SCOTT T/FONDA DIANNA L	1323 S SCARBORO DR	PUEBLO W	CO	81007-6359
SHERMAN ARLETTA L	13232 MAXWELL PL	DENVER	CO	80239-5862
CORDOVA BRUCE D/CORDOVA LORRAIN	1436 E 14TH ST	PUEBLO	CO	81004-3135
BOARD OF TRUSTEES OF GRACE CHRISTIA	1595 N BOWEN DR	PUEBLO W	CO	81007-3412
STODDARD SEAN	18320 BASSANO AVE	PFLUGERVITX		78660-2571
CONTI SHAWN + SEUBERT ALICIA	201 E ADAMS AVE	PUEBLO	CO	81004-2124
COLONY LAKES LLC	201 QUINCY ST	PUEBLO	CO	81004-2022
BRANDT MICHAEL S/BRANDT RUTH H	205 E ADAMS AVE	PUEBLO	CO	81004-2124
THOMAS SCOTT A/THOMAS MARGARET	2120 GALE RD	PUEBLO	CO	81006-1933
DUVALL CODY JAMES	215 E ADAMS AVE	PUEBLO	CO	81004-2124
BRANTLEY BEVERLEY A	219 E ADAMS AVE	PUEBLO	CO	81004-2124
ARNOLD WENDIE L	225 E ADAMS AVE	PUEBLO	CO	81004-2124
DELAROSA DANIEL	231 E ADAMS AVE	PUEBLO	CO	81004-2124
GRESS ASHLEY M/GRESS JOSEPH	235 E ADAMS AVE	PUEBLO	CO	81004-2124
WILTON LORETTA M	237 E ADAMS AVE	PUEBLO	CO	81004-2124
AYALA LEONARD	239 E ADAMS AVE	PUEBLO	CO	81004-2124
PETROPOULOS DAISY / PETROPOULOS J	3 HIGHLAND PL	PUEBLO	CO	81004-2136
JOHNSON LUCAS T	301 E ORMAN AVE	PUEBLO	CO	81004-2146
ROYZ BOYZ LLC	302 E ADAMS AVE	PUEBLO	CO	81004-2126
SANTOS ARTHUR DWAYNE	302 WINDSOR RD	LAREDO	TX	78041-7121
KOVACICH DANIEL J	30400 HUCKLEBERRY LN	PUEBLO	CO	81006-9535
BROWN ERIC L/BROWN JEANNETTE K	305 E ORMAN AVE	PUEBLO	CO	81004-2146
SHRONTZ CURTIS	306 E ORMAN AVE	PUEBLO	CO	81004-2147
JETT GARRETT MANUEL + CALVERT ALBE	307 E ORMAN AVE	PUEBLO	CO	81004-2100
AMES IDA J + AMES GARY L	308 E ADAMS AVE	PUEBLO	CO	81004-2126
LUNA LINDA L	310 E ADAMS AVE	PUEBLO	CO	81004-2126
AGUILERA ELIANA E + AGUILERA MARIO	310 E ORMAN AVE	PUEBLO	CO	81004-2147
OLLYPOP PROPERTIES LLC	311 E ADAMS AVE	PUEBLO	CO	81004-2125
MILLS VERNON	311 E ORMAN AVE	PUEBLO	CO	81004-2146
WALTERS FAYRENEWALTERS TRAVIS	3135 HANCOCK AVE	ODESSA	TX	79762-7534
AMARO JOHN S/AMARO LENA C/AMARC	314 E ORMAN AVE	PUEBLO	CO	81004-2147
MORROW WILLIAM A	315 E ORMAN AVE	PUEBLO	CO	81004-2146
SCHOOL DIST NO 60	315 W 11TH ST	PUEBLO	CO	81003-2804
SANCHEZ MANUEL ENRIQUE BANUELOS	316 E ADAMS AVE	PUEBLO	CO	81004-2126
HOOK DANIEL	316 E ORMAN AVE	PUEBLO	CO	81004-2147
UHLEMAN DENISE K	319 E ORMAN AVE	PUEBLO	CO	81004-2146
PEDRIE KIM D	3707 HAY CREEK RD	COLORADC	CO	80901-2376

HENDERSON THELMA J TRUST DATED SEP 4	HIGHLAND PL	PUEBLO	CO	81004-2137
SCHRIEBER PATRICIA LYNN F	5 HIGHLAND PL	PUEBLO	CO	81004-2136
BLANCHARD TIMOTHY K	5013 BUROAK LN	PARKER	CO	80134-5449
RAMEY JENNIFER S + RAMEY RICHARD C	507 BROADWAY AVE	PUEBLO	CO	81004-2115
APARICIO JORGE ALBERTO MELO	511 BROADWAY AVE	PUEBLO	CO	81004-2115
HICKMAN JOSEPH ALLEN	513 BROADWAY AVE	PUEBLO	CO	81004-2115
WELLS MIKE	519 BROADWAY AVE	PUEBLO	CO	81004-2115
NG DEBRA T	5957 S CLARKSON ST	CENTENNIAL	CO	80121-2411
ALARCON CHRIS + ALARCON NANCY	6 HIGHLAND PL	PUEBLO	CO	81004-2137
CLAY DELAYNE A	610 COLORADO AVE	PUEBLO	CO	81004-2015
CHURCH OF GOD AGAPE FELLOWSHIP	611 BROADWAY AVE	PUEBLO	CO	81004-2129
BAROS JOHN D II	612 MICHIGAN ST	PUEBLO	CO	81004-2140
GARCIA THERESA CELESTE	616 COLORADO AVE	PUEBLO	CO	81004-2015
RIVERA WILLIE SR/RIVERA DEBRA	616 MICHIGAN ST	PUEBLO	CO	81004-2140
CHURCH OF GOD AGAPE FELLOWSHIP	617 BROADWAY AVE	PUEBLO	CO	81004-2129
GIGANTI AMANDA	618 MICHIGAN ST	PUEBLO	CO	81004-2140
ORTEGA RAYMOND L	619 BROADWAY AVE	PUEBLO	CO	81004-2129
GARCIA JEFFREY	620 COLORADO AVE	PUEBLO	CO	81004-2015
GARCIA CHRISTOPHER G + GARCIA THERESA	624 COLORADO AVE	PUEBLO	CO	81004-2015
JOHNSON DONALD ALAN / JOHNSON JESSE	6-8 SMALL AVE	PUEBLO	CO	81004
UNITED STEELWORKERS OF AMERICA	701 BERKLEY AVE	PUEBLO	CO	81004-1733
VELASQUEZ SARAH	707 BERKLEY AVE	PUEBLO	CO	81004-1733
LUCERO FRED B/LUCERO DEBRA D	7120 HIGHCROFT DR	COLORADO	CO	80922-2332
2 SMITHS LLC	715 BERKLEY AVE	PUEBLO	CO	81004-1733
JOHNSON KENNETH E/JOHNSON ETTA K	818 BERKLEY AVE	PUEBLO	CO	81004-1735
ESTRADA PAULA	820 BERKLEY AVE	PUEBLO	CO	81004-1735
MADURO QUONTEZ JU-JU	832 BERKLEY AVE - 834	PUEBLO	CO	81004-1735
GONZALEZ HILARY J	9 SMALL AVE	PUEBLO	CO	81004-1738
LEWANDOWSKI NANCY LOU + LEWANDO	904 CARTERET AVE	PUEBLO	CO	81004-2445
SPOONER CHARLES E III	PO BOX 11381	PUEBLO	CO	81001-0381
ROTH LUCILLE M/ROTH DAVID R	PO BOX 1426	PUEBLO	CO	81002-1331
CITY OF PUEBLO A MUNICIPAL CORPORATION	PO BOX 1427	PUEBLO	CO	81002-1427
NORDMAN LESLIE E/NORDMAN ESTHER	PO BOX 3511	PUEBLO	CO	81005-0511
LAB LLC	PO BOX 5638	COLORADO	CO	80931-5638



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE REZONING 1.52-ACRES OF LAND ALONG STATE HIGHWAY 96 AND WEST OF VICTORY LANE FROM B-3, HIGHWAY ARTERIAL BUSINESS ZONE DISTRICT TO S-1, GOVERNMENT USE ZONE DISTRICT

SUMMARY:

The City is requesting to rezone 1.52-acres of land along State Highway 96, and west of Victory Lane to S-1, Government Use Zone District. The purpose of the rezoning is to facilitate the construction of a replacement Fire Station 6. The City is concurrently requesting to vacate a 20-foot public utility easement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The rezoning site was zoned B-3, Highway Arterial Business District, and subdivided in 1981 to facilitate commercial development along State Highway 96, within the City's East Side Neighborhood. Two lots within the subdivision have been developed along Hwy 96, Cedar Ridge Landscape and Trinity Life Center Church; all other lots remain unimproved. Pueblo Fire Department, Deputy Chief of Operations, Chris Harner, stated that the 111 Victory Lane property was chosen for the replacement Fire Station 6 based on improved fire response time for the surrounding community and the property size is large enough to accommodate a modern fire facility. The proposed Fire Station 6 will replace the current Fire Station 6, which is located at 1325 E. 4th Street. The current fire station is undersized and has deteriorated creating an unhealthy work environment.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 10, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. P_Z Report

ORDINANCE NO. 10279

AN ORDINANCE REZONING 1.52-ACRES OF LAND
ALONG STATE HIGHWAY 96 AND WEST OF VICTORY
LANE FROM B-3, HIGHWAY ARTERIAL BUSINESS
DISTRICT TO S-1, GOVERNMENT USE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-3, Highway Arterial Business Zone District to S-1, Government Use Zone District:

PARCEL B OF REARRANGEMENT OF BOUNDARY LINES
RECORDED MAY 6, 1983 IN BOOK 2155 AT PAGE 979; AND LOT
4, BLOCK 3, TRINITY SUBDIVISION RECORDED IN BOOK 2076,
PAGE 311 AT RECEPTION #666623, JUNE 12, 1981 IN THE
PUEBLO COUNTY RECORDS, CITY OF PUEBLO, STATE OF
COLORADO

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 September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022.
- ☐ Disapproved on _____ based on the following objections:

Hilda Leavins
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.

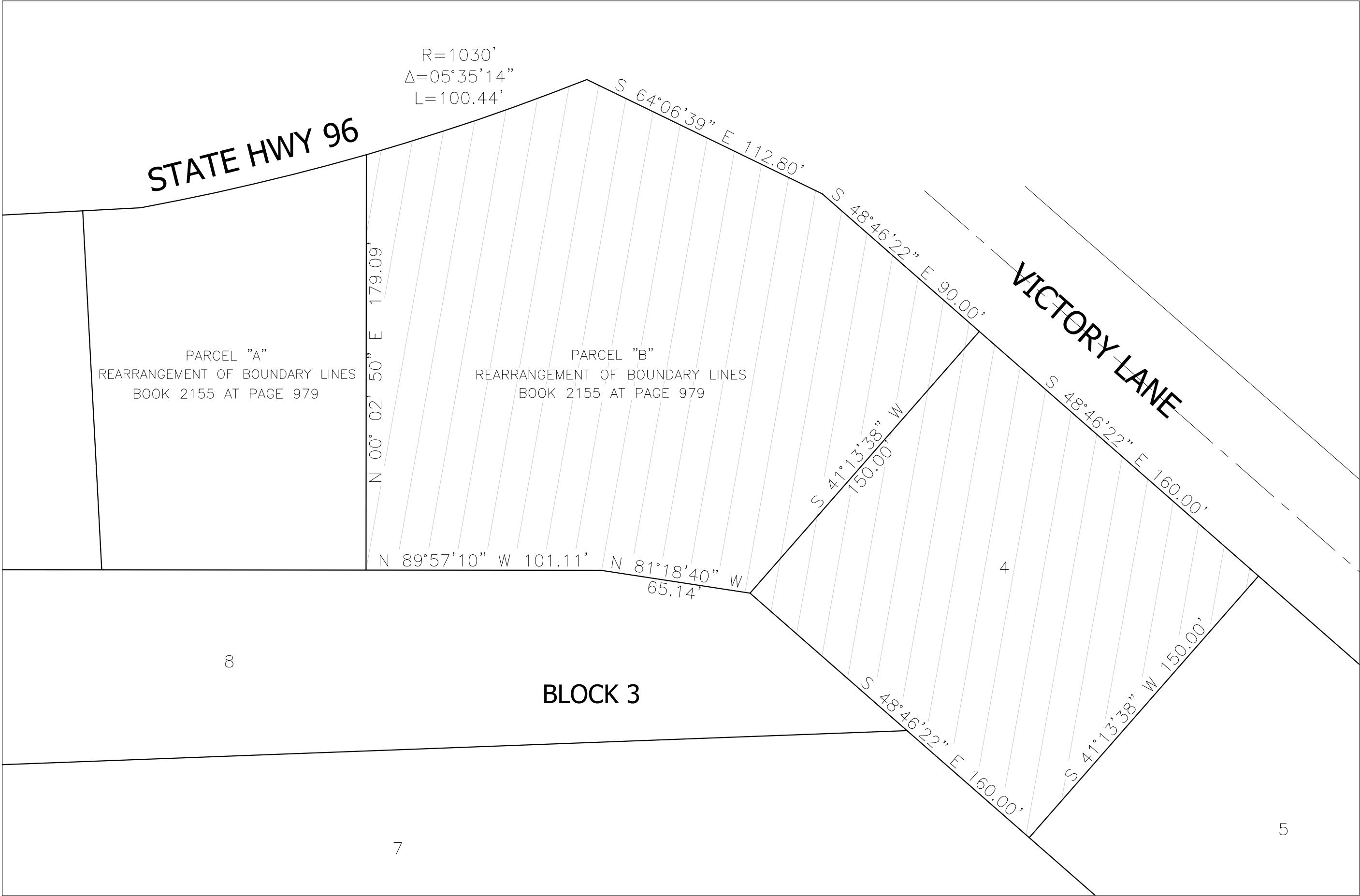
President of City Council

ATTEST

W. S. Allen
City Clerk

RE-ZONING EXHIBIT

PARCEL "B", REARRANGEMENT OF BOUNDARY LINES IN BOOK 2155, PAGE 979 & LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO

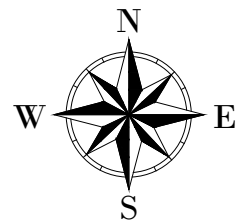


LEGAL DESCRIPTION:
PARCEL "B", REARRANGEMENT OF BOUNDARY LINES IN BOOK 2155, PAGE 979 & LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO

LEGEND:



FROM B-3 to S-1

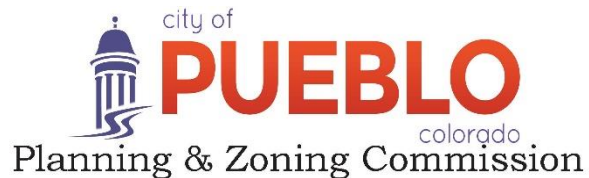


SCALE: 1"=40'

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



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. **Z-22-09** **Trinity Rezoning-** Rezone 1.52 acres from B-3 Highway and Arterial Business District to S-1, Government Use District to facilitate the construction of a Fire Station. Generally located south of E. 4th Street and west of Victory Lane.

BACKGROUND:

Staff report by Beritt Odom

The rezoning site was zoned B-3, Highway Arterial Business District, and subdivided in 1981 to facilitate commercial development along State Highway 96, within the City's East Side Neighborhood. Two lots within the subdivision have been developed along Hwy 96, Cedar Ridge Landscape and Trinity Life Center Church; all other lots remain unimproved.

Pueblo Fire Department, Deputy Chief of Operations, Chris Harner, stated that the 111 Victory Lane property was chosen for the replacement Fire Station 6 based on improved fire response time for the surrounding community and the property size is large enough to accommodate a modern fire facility. The proposed Fire Station 6 will replace the current Fire Station 6, which is located at 1325 E. 4th Street. The current fire station is undersized and has deteriorated creating an unhealthy work environment.

COMPREHENSIVE PLAN COMPLIANCE:

The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed-Use District (CMU). Commercial Mixed-Use Districts are intended primarily for large-format retail, personal services, offices, and entertainment. Supporting land uses include multi-family residential and "other supporting services." The proposed fire station will provide necessary emergency services for the adjacent neighborhood.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning and proposed site plan be **APPROVED**.

HEARING:

Kelly Grisham, Sr. Planner Public Works, testified in favor of the rezoning application and discussed the plan for the new Fire Station.

Chief Huber answered questions from the Board.

No one testified in opposition

COMMISSION ACTION:

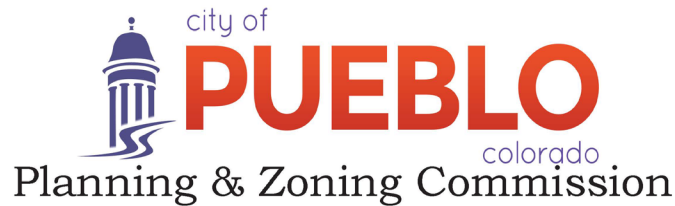
Chairman Castellucci entered the staff report into record and closed the hearing.

Motion by Commissioner Bailey, second by Commissioner Martinez. **Motion passed 7 -0.**

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

Z-22-09

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: Rezone from B-3, Highway Arterial Business District to S-1, Government Use District

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: The project site is located at 111 Victory Lane, south of State Highway 96 and west of Victory Lane.

CONCURRENT REQUESTS: V-22-04, Easement Vacation within Trinity Subdivision

REQUEST:

The City is requesting to rezone 1.52-acres of land along State Highway 96, and west of Victory Lane to S-1, Government Use Zone District. The purpose of the rezoning is to facilitate the construction of a replacement Fire Station 6.

BACKGROUND AND ANALYSIS:

The rezoning site was zoned B-3, Highway Arterial Business District, and subdivided in 1981 to facilitate commercial development along State Highway 96, within the City's East Side Neighborhood. Two lots within the subdivision have been developed along Hwy 96, Cedar Ridge Landscape and Trinity Life Center Church; all other lots remain unimproved.

Pueblo Fire Department, Deputy Chief of Operations, Chris Harner, stated that the 111 Victory Lane property was chosen for the replacement Fire Station 6 based on improved fire response time for the surrounding community and the property size is large enough to accommodate a modern fire facility. The proposed Fire Station 6 will replace the current Fire Station 6, which is located at 1325 E. 4th Street. The current fire station is undersized and has deteriorated creating an unhealthy work environment.

LAND USE AND PLANNING COMMENTS

CHARACTER AND COMPATIBILITY

Site Character: The site is currently undeveloped.

**Neighborhood
Compatibility:**

North	S-1, Government Use District, Pueblo County Building and City of Pueblo Housing and Citizen Services Office.
East	I-2, Industrial District, building material supplier and trailer repair shop.
South	B-3, Highway and Arterial Business District, undeveloped
West	B-3, Highway and Arterial Business District, undeveloped

**Comprehensive Plan
Compliance:**

The subject site is designated by the Pueblo Regional Comprehensive Plan, 2022, as Commercial Mixed Use District (CMU). Commercial Mixed Use Districts are intended primarily for large-format retail, personal services, offices, and entertainment. Supporting land uses include multi-family residential and “other supporting services.” The proposed fire station will provide necessary emergency services for the adjacent neighborhood.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

1) Further the goals and objectives of the comprehensive land use plan, or

☐ Comments **The rezoning and future development of a city fire station will provide “other supporting services” as recommended in the Comprehensive Plan.**

2) Show that the area has changed significantly since the adoption of the comprehensive land use plan

☐ Comments **Not Applicable**

3) Show that there was a mistake or error made in the original zoning of the property.

☐ Comments **Not Applicable**

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 the required 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 application contains the required information**

The nature of the amendment and a legal description of the property that would be affected by the amendment.

☐ Comments **The application contains the required information**

A statement of the facts which the applicant believes justify the amendment; provided; however, that when any amendment changing the zoning map is requested, the following additional information shall be furnished:

☐ Comments **Deputy Chief of Operations, Chris Harner provided facts to justify the request in an email dated July 27, 2022.**

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 rezoning site is currently undeveloped natural lands, the proposed rezoning will facilitate development of a fire station which will inherently increase the amount of traffic to the site. Staff does not anticipate that the proposed rezoning or development will have a negative impact on the surrounding properties.**

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

- ☐ Comments **A tentative site plan has been filed with the Planning and Community Development Department and it appears to provide adequate vehicular and pedestrian amenities as well as open space.**

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

- ☐ Comments **June 2023**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- ☐ Comments **June 2024**

CONTEXT OF ZONE DISTRICT REQUIREMENTS PER §17-4-51(16) OF THE PMC :

A. Purpose of S-1 Zone District Standards:

The standards of this district are designed to retain and provide land areas held, used or controlled for governmental purposes by or for any department or branch of government, federal, state, county, municipal, school or special district, either as owner or under contract or lease with another person, and to place the public and all elected officials and public agencies on notice of proposed changes in the use and development of such public lands. *Governmental purpose* means and includes any use or activity, which is reasonably necessary in the discharge of a public or governmental function, whether it is performed by a governmental entity or another person for or on behalf of a governmental entity.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the rezoning and proposed site plan be **APPROVED**.

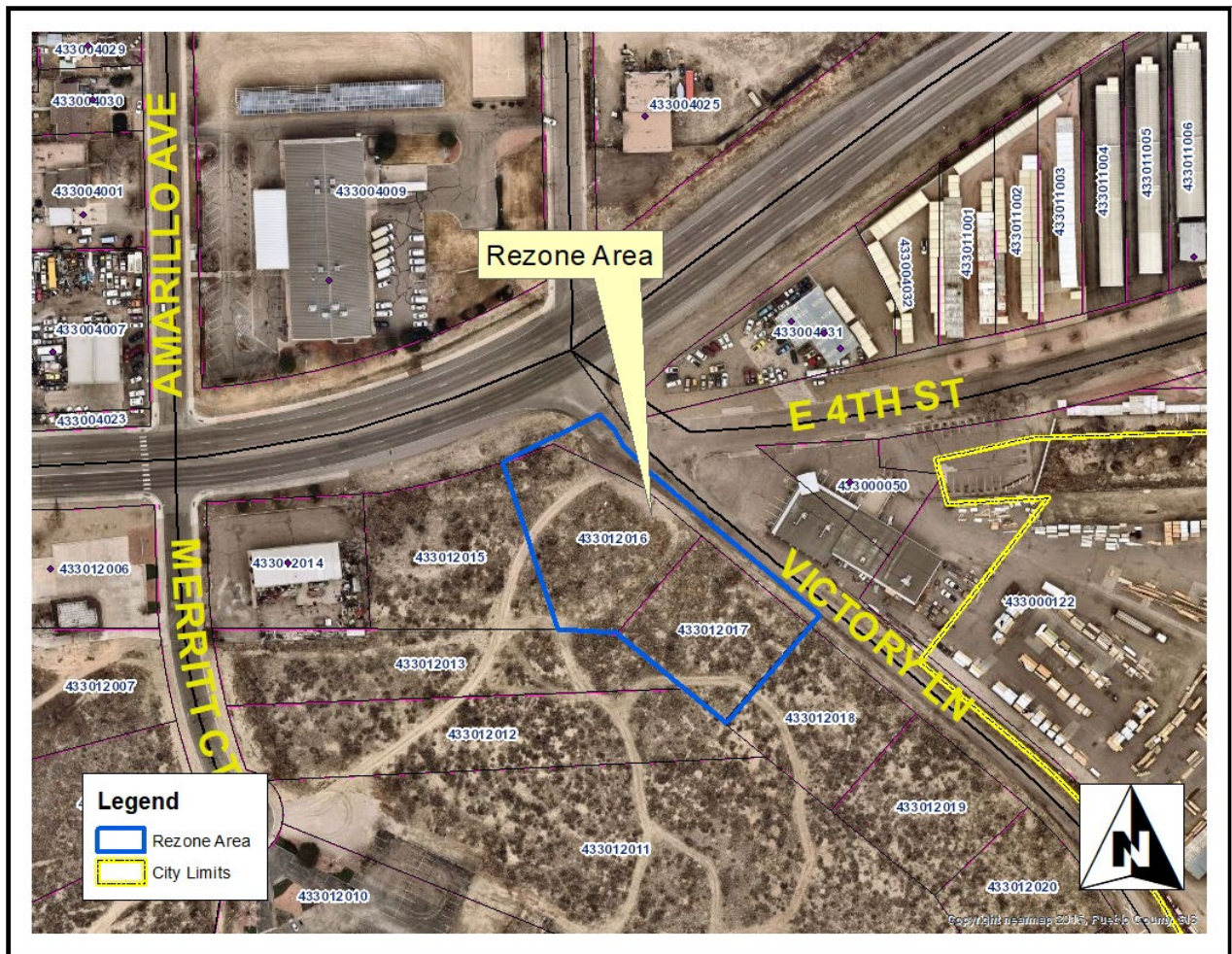
REFERRAL AGENCIES AND COMMENTS:

- 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

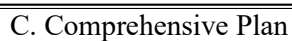
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit
- F. Preliminary Site Plan



A. Aerial Photograph





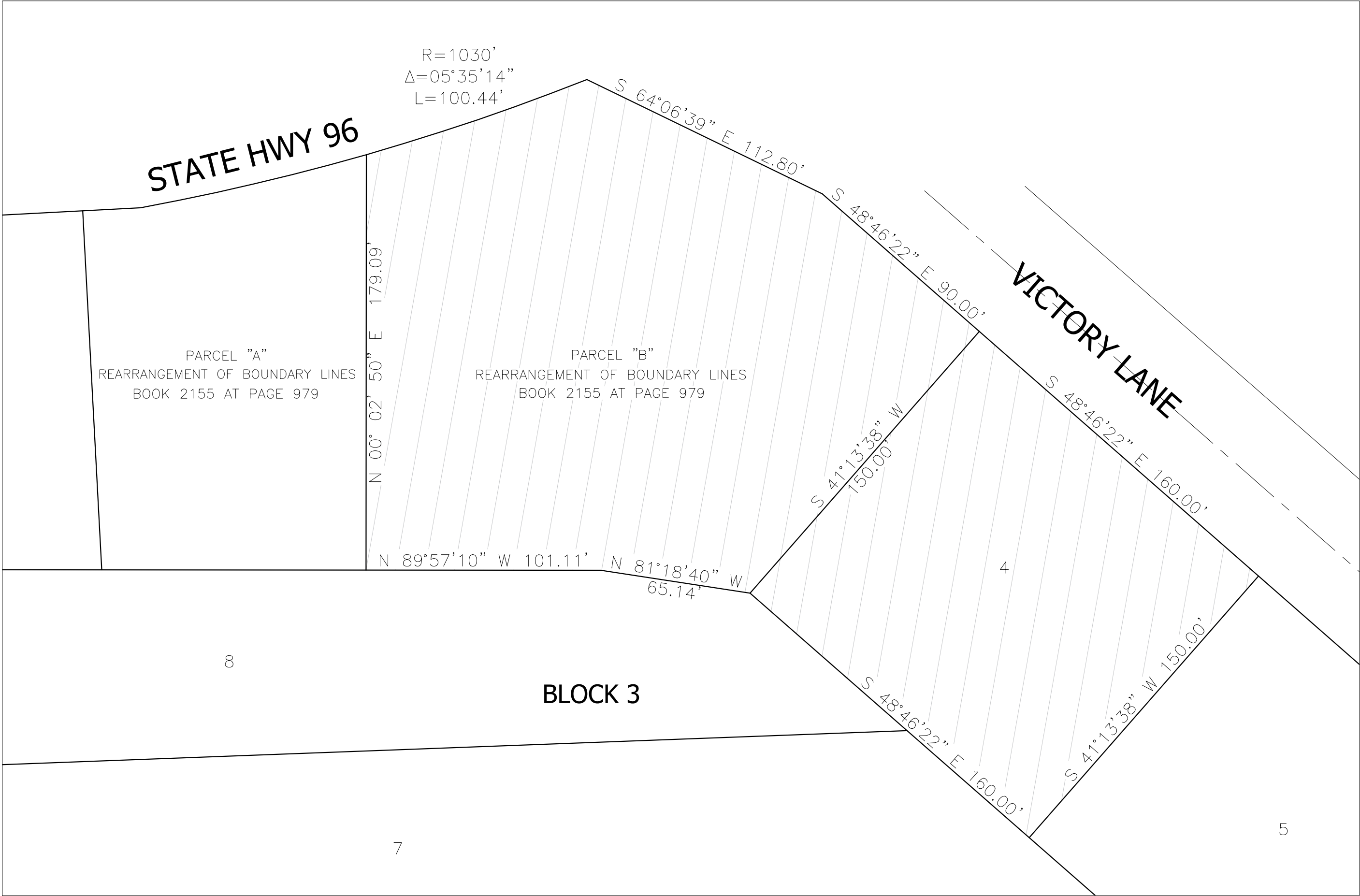
E. Site Photo, Public Notice



E. Trinity rezoning site looking west from Victory Lane

RE-ZONING EXHIBIT

PARCEL "B", REARRANGEMENT OF BOUNDARY LINES IN BOOK 2155, PAGE 979 & LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO

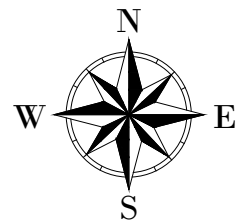


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CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO

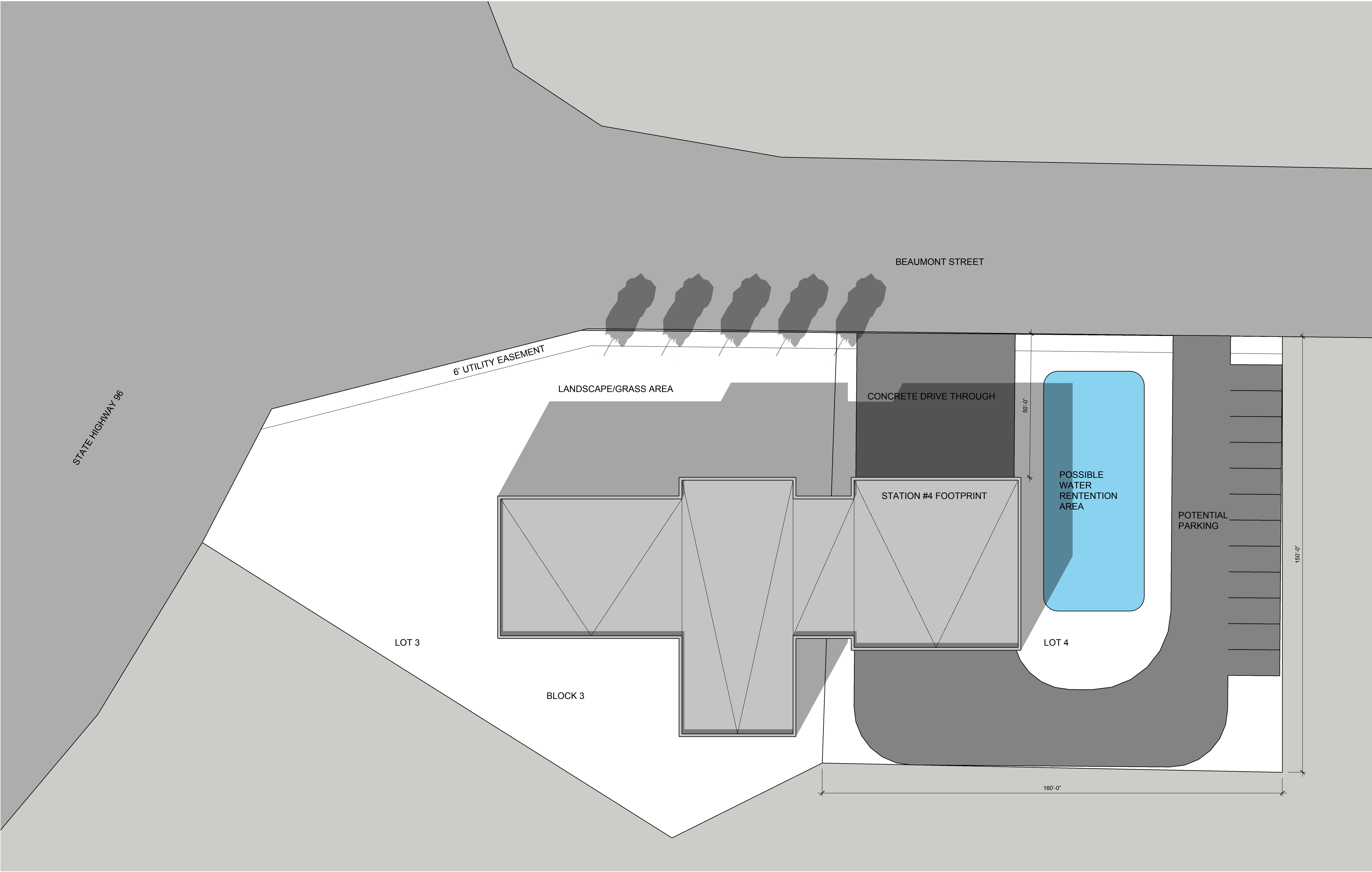
LEGEND:



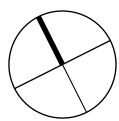
FROM B-3 to S-1



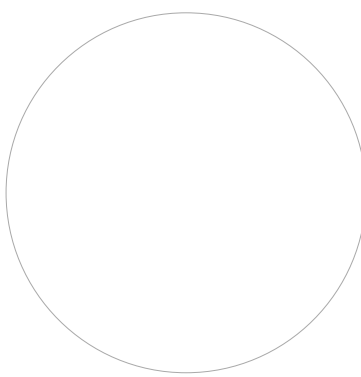
SCALE: 1"=40'



1 SITE PLAN
1/16" = 1'-0"



CITY OF PUEBLO
Fire Station Site Layout
Beaumont Street Pueblo, Colorado 81001

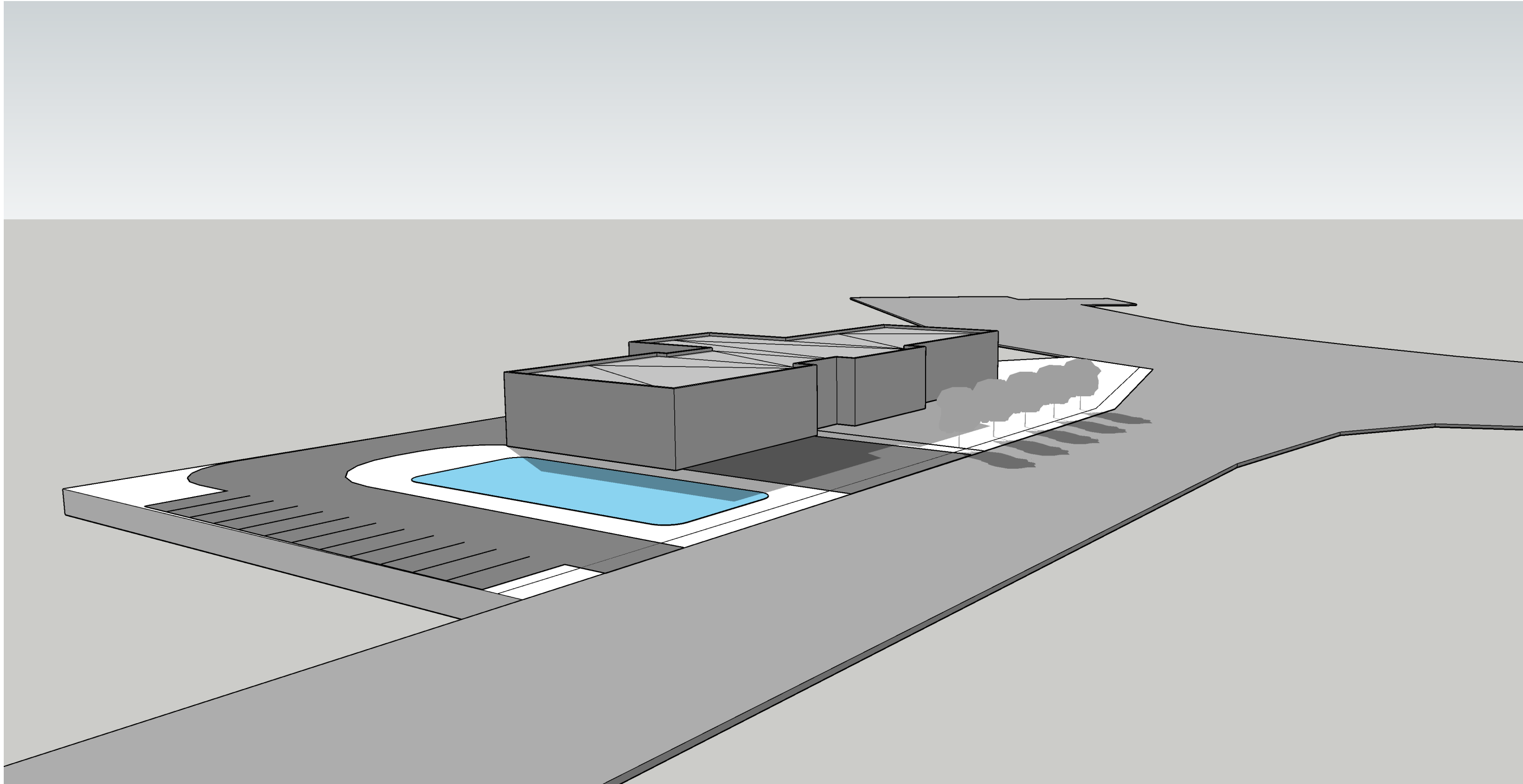


REVISIONS		
NO.	DESCRIPTION	DATE

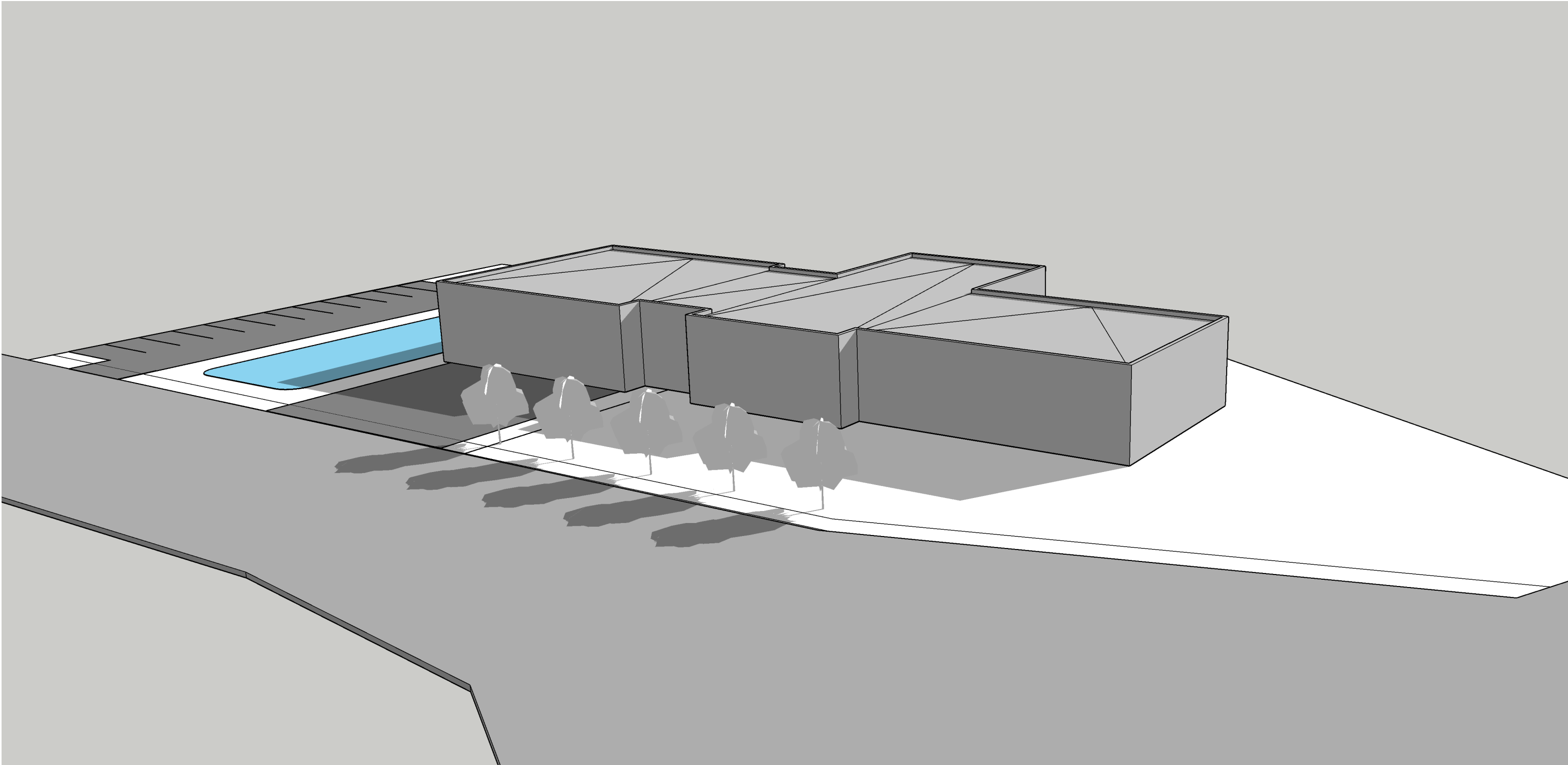
SITE PLAN
TRINITY SUBDIVISION
LOTS 3 + 4

A 0.1

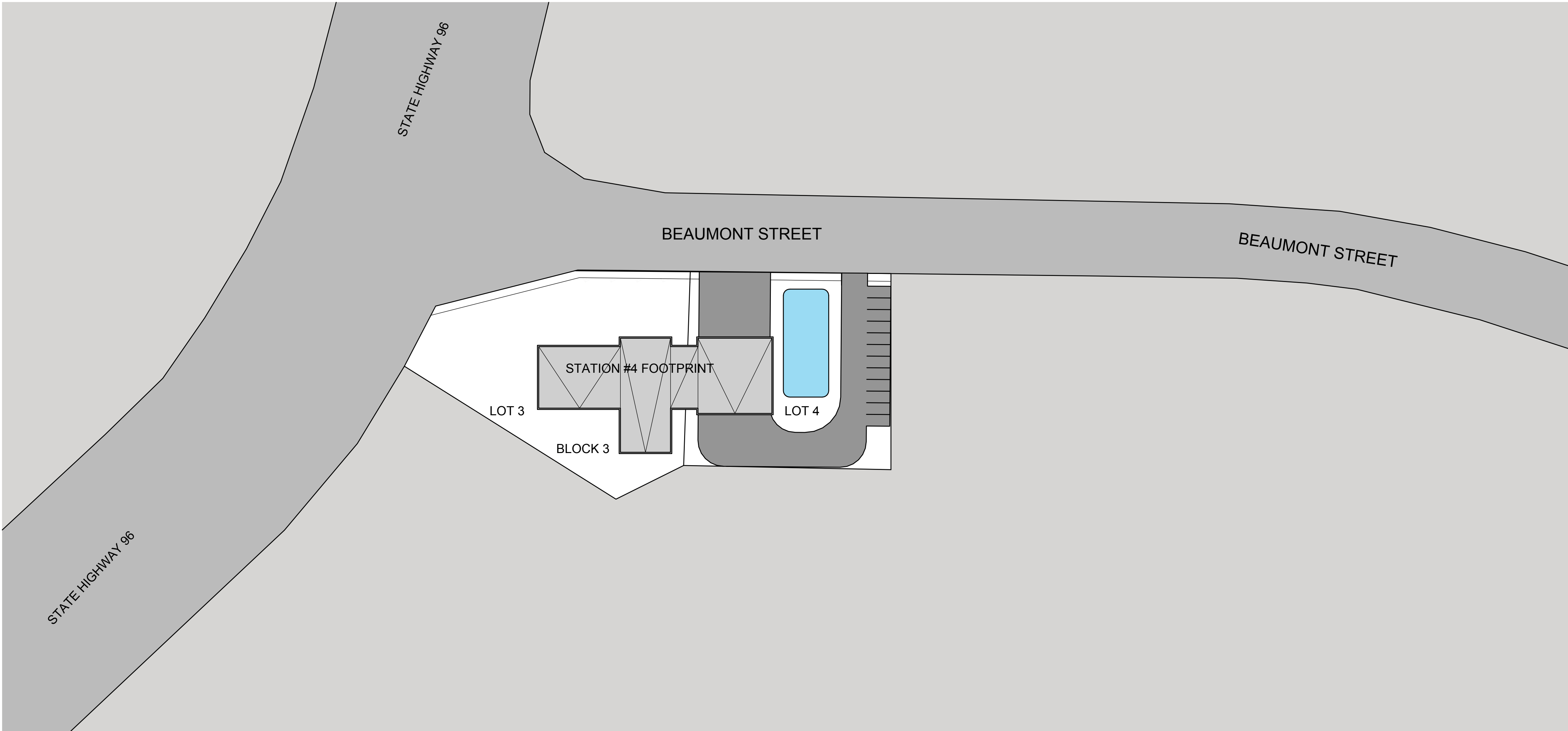
PROJECT NO. _____
DATE 2/22/2021



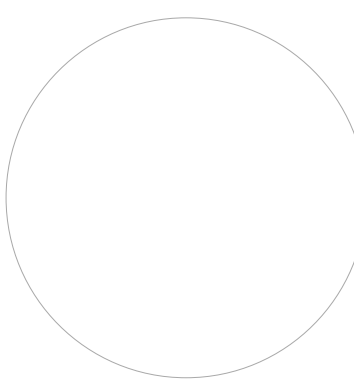
③ BEAUMONT PERSPECTIVE



② HIGHWAY 96 PERSPECTIVE



① SITE PLAN
1" = 50'-0"



REVISIONS		
NO.	DESCRIPTION	DATE

SITE PLAN
TRINITY SUBDIVISION
LOTS 3 + 4

A 0.2

PROJECT NO.
DATE 2/22/2021

May 24, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **The City of Pueblo** for the approval of the following application(s)

Z-22-09 Trinity Subdivision Rezoning: Rezoning of Lots 3 and 4, from B-P, Business Park to R-5, Mixed Residential and Office District

V-22-01 Rivers' Run Subdivision Right-of-Way and Easement Vacation: Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2.

S-22-01 River's Run Subdivision 1st Amendment: Re-subdivision of 12.88 (13 lots) into three multi-family residential lots.

The Planning and Zoning Commission meeting will be held on March 9, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on "Most Recent Agenda" no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director

Planning & Community Development

By **Beritt Odom**, Principal Planner

(719) 553-2339

February 22, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Ambrose Real Estate, LLC** for the approval of the following application(s) generally located north and east of S. Joplin Ave. and north of S. Portland Ave.

Z-22-01 River's Run Rezoning: Rezoning of 23.61 acres from B-P, Business Park to R-5, Mixed Residential and Office District

V-22-01 Rivers' Run Subdivision Right-of-Way and Easement Vacation: Vacation of a portion of Fir Street and multiple easements within Blocks 1 and 2.

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Scott Hobson, Acting Director

Planning & Community Development

By **Beritt Odom**, Principal Planner

(719) 553-2339

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Scott Hobson, Acting Director

Planning & Community Development

By **Beritt Odom**, Principal Planner

(719) 553-2339

CASE NUMBER Z-22-09

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 433012016 and 433012017 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.

7-25-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at Parcels 433012016 and 433012017, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

7-25-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Owi	OwnerZip
CITY OF PUEBLO	1 CITY HALL PL	PUEBLO	CO	81003-4201
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
COLORADO METAL SPINNING INC	2701 E 4TH ST	PUEBLO	CO	81001-4257
CORNELLA BROS LLC	2730 N 9TH ST	CANON CIT	CO	81212-8516
TRINITY LIFE CENTER	36 MERRITT CT	PUEBLO	CO	81001-4258
MONTOYA ROBERT JR/MONTOYA RONALD	6 MERRITT CT	PUEBLO	CO	81001-4258
GLOBAL PROPOSAL LLC	PO BOX 1280	MORRISON	CO	80465-5280
B M C WEST CORPORATION C/O MARVIN F POER	PO BOX 52427	ATLANTA	GA	30355-0421



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING A 20-FOOT PUBLIC UTILITY EASEMENT BETWEEN PARCEL B, REARRANGEMENT OF BOUNDARY LINES AND LOT 4, BLOCK 3, TRINITY SUBDIVISION

SUMMARY:

The City is requesting to vacate a 20-foot public utility easement between Parcel B, rearrangement of boundary lines and Lot 4, Block 3, Trinity Subdivision. The City is concurrently requesting to rezone 1.52-acres along State Highway 96 and west of Victory Lane.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The 20-foot Public Utility Easement (PUE) that is proposed to be vacated was subdivided in 1981 to provide utility services to the individual lots created within the Trinity Subdivision. The City is requesting to vacate the 20-foot PUE to facilitate the Trinity Subdivision Rearrangement of Property Boundaries, which will create a building site for the proposed replacement Fire Station 6. The proposed rearrangement of property boundaries combines Parcel B, Rearrangement of Boundary Lines, and Lot 4, Block 3, Trinity Subdivision to create a 1.52-acre building site for the new fire station. The PUE will no longer be necessary once the two parcels are combined

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 10, 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 alley would remain and would impede the applicant's ability to develop the property.

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:

1. P_Z Report

ORDINANCE NO. 10280

AN ORDINANCE VACATING A 20-FOOT PUBLIC UTILITY
EASEMENT BETWEEN PARCEL B, REARRANGEMENT OF
BOUNDARY LINES AND LOT 4, BLOCK 3, TRINITY
SUBDIVISION

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

SECTION 1.

The following public utility easement:

ALL OF THE 20' PUBLIC UTILITY EASEMENT ADJACENT TO
LOTS 3 & 4, TRINITY SUBDIVISION AS RECORDED IN BOOK
2076, PAGE 311 AT RECEPTION #666623, JUNE 12, 1981 IN THE
PUEBLO COUNTY RECORDS, CITY OF PUEBLO, STATE OF
COLORADO

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 September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022 .
- ☐ Disapproved on _____ based on the following objections:

Hilda Leal
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

W. G. S. S.
City Clerk

EASEMENT VACATION WITHIN TRINITY SUBDIVISION

THE 20' PUBLIC UTILITY EASEMENT BETWEEN PARCEL "B", REARRANGEMENT OF BOUNDARY LINES IN BOOK 2155, PAGE 979 & LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO

PUEBLO, COLORADO
APRIL 5, 2022

PROPERTY LEGAL DESCRIPTION:
PARCEL "B" REARRANGEMENT OF BOUNDARY LINES AND LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY AND COUNTY OF PUEBLO, STATE OF COLORADO

EASEMENT TO BE VACATED:
ALL OF THE 20' PUBLIC UTILITY EASEMENT ADJACENT TO
PARCEL "B" REARRANGEMENT OF BOUNDARY LINES AND LOT 4, BLOCK 3, TRINITY SUBDIVISION

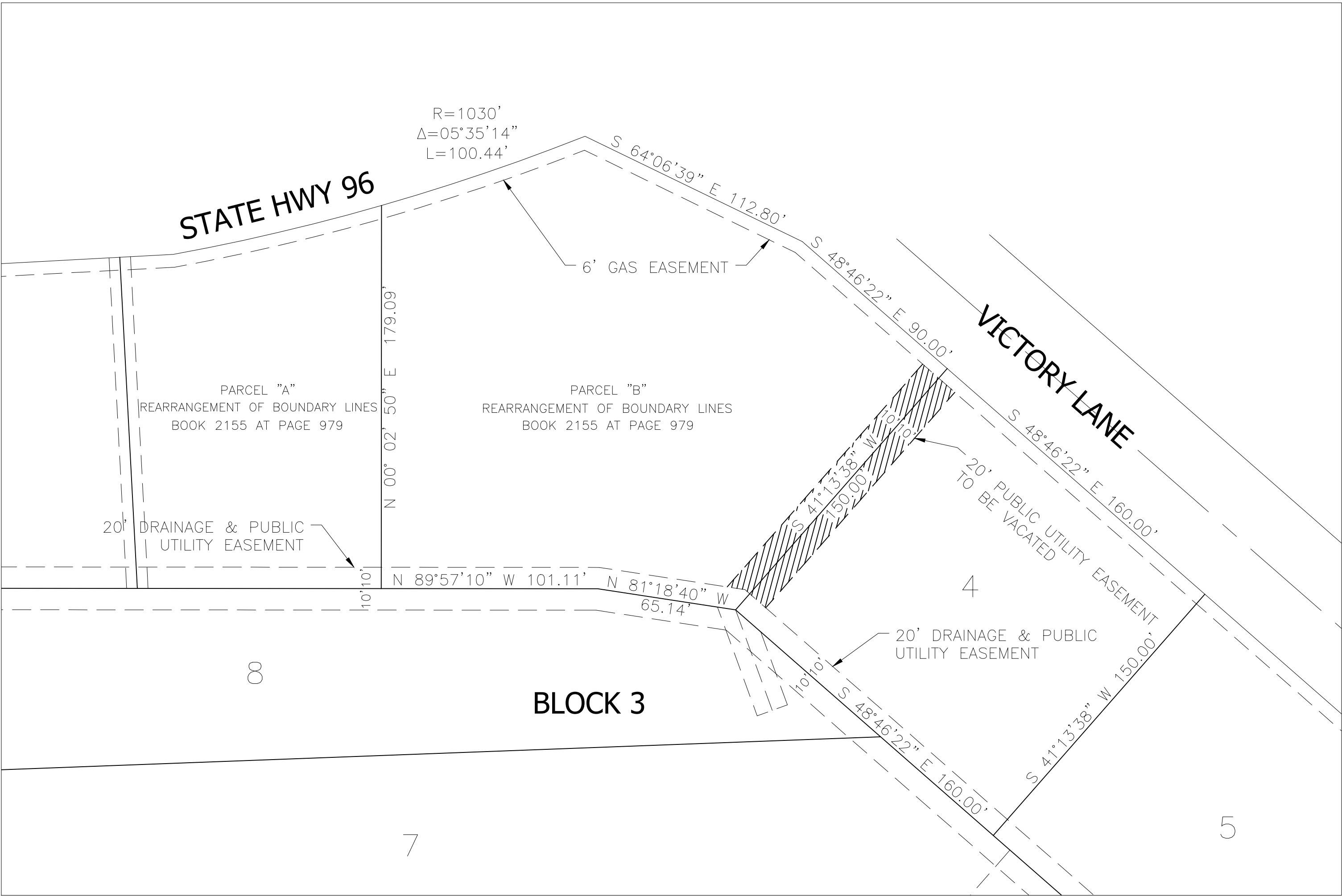
PURPOSE:
THE PURPOSE OF THIS VACATION IS TO VACATE THE 20' PUBLIC UTILITY EASEMENT
AND COMBINE PARCEL "B" AND LOT 4, BLOCK 3, TRINITY SUBDIVISION WITH A REARRANGEMENT OF PROPERTY
BOUNDARIES IN ORDER FOR THE CITY OF PUEBLO TO CONSTRUCT A NEW FIRE STATION.

RESERVATIONS:
NONE

SURVEYORS CERTIFICATION:
I, RILEY MONROE BRYAN, A PROFESSIONAL LAND SURVEYOR REGISTERED IN THE STATE OF COLORADO,
HEREBY CERTIFY THAT THIS EASEMENT VACATION IS NOT BASED ON AN ACTUAL FIELD SURVEY CONDUCTED
BY ME, BUT WAS PREPARED USING THE INFORMATION SHOWN ON THE PLAT OF TRINITY SUBDIVISION,
AS RECORDED IN BOOK 2076, PAGE 311 AT RECEPTION #666623, JUNE 12, 1981
IN THE PUEBLO COUNTY RECORDS, CITY OF PUEBLO, STATE OF COLORADO.

RILEY MONROE BRYAN
PROFESSIONAL LAND SURVEYOR NO. 31925

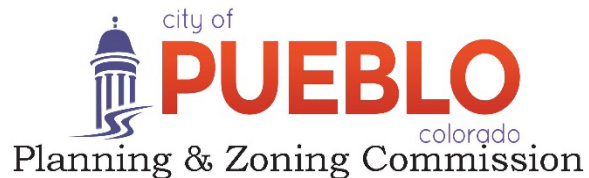
DATE



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



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. **V-22-04 Easement Vacation Trinity Subdivision**-Vacation of a 20-foot Public Utility Easement between Lots 3 and 4, Trinity Subdivision. Generally located south of E. 4th Street and west of Victory Lane.

Staff report by Beritt Odom

BACKGROUND AND ANALYSIS:

The 20-foot Public Utility Easement (PUE) that is proposed to be vacated was subdivided in 1981 to provide utility services to the individual lots created with the Trinity Subdivision. The City is requesting to vacate the 20-foot PUE to facilitate the Trinity Subdivision Rearrangement of Property Boundaries, which will create a building site for the proposed, replacement Fire Station 6. The proposed rearrangement of property boundaries combines Parcel B, Rearrangement of Boundary Lines, and Lot 4, Block 3, Trinity Subdivision to create a 1.52 acre building site for the new fire station. The public utility easement will no longer be necessary once the two parcels are combined.

COMPREHENSIVE PLAN COMPLIANCE:

N/A

RECOMMENDATION:

The Subdivision Review Committee recommends the Easement Vacation be recommended to City Council for **APPROVAL**.

HEARING:

Kelly Grisham, Sr. Planner Public Works, testified in favor of the vacation application and discussed the plan for the new Fire Station.

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.**



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-22-04 Easement Vacation within Trinity Subdivision

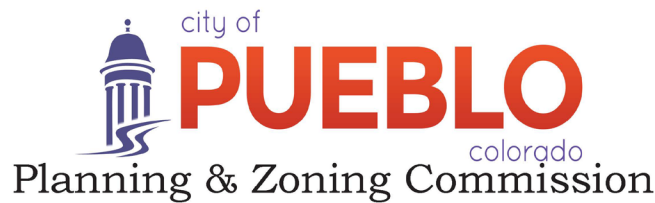
DATE: August 11, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

V-22-04

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: Trinity Subdivision Easement Vacation

APPLICANT: City of Pueblo

OWNER: City of Pueblo

LOCATION: The project site is located at 111 Victory Lane, south of State Highway 96 and west of Victory Lane.

CONCURRENT REQUESTS: Z-22-09, Rezone from B-3 to S-1
RPB-22-05 Trinity Subdivision Rearrangement of Property Boundaries

Request:

Vacation of the 20-foot Public Utility Easement between Parcel B, Rearrangement of Boundary Lines and Lot 4, Block 3, Trinity Subdivision.

BACKGROUND AND ANALYSIS:

The 20-foot Public Utility Easement (PUE) that is proposed to be vacated was subdivided in 1981 to provide utility services to the individual lots created with the Trinity Subdivision. The City is requesting to vacate the 20-foot PUE to facilitate the Trinity Subdivision Rearrangement of Property Boundaries, which will create a building site for the proposed, replacement Fire Station 6. The proposed rearrangement of property boundaries combines Parcel B, Rearrangement of Boundary Lines, and Lot 4, Block 3, Trinity Subdivision to create a 1.52 acre building site for the new fire station. The public utility easement will no longer be necessary once the two parcels are combined.

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 the Easement Vacation be recommended to City Council for APPROVAL.

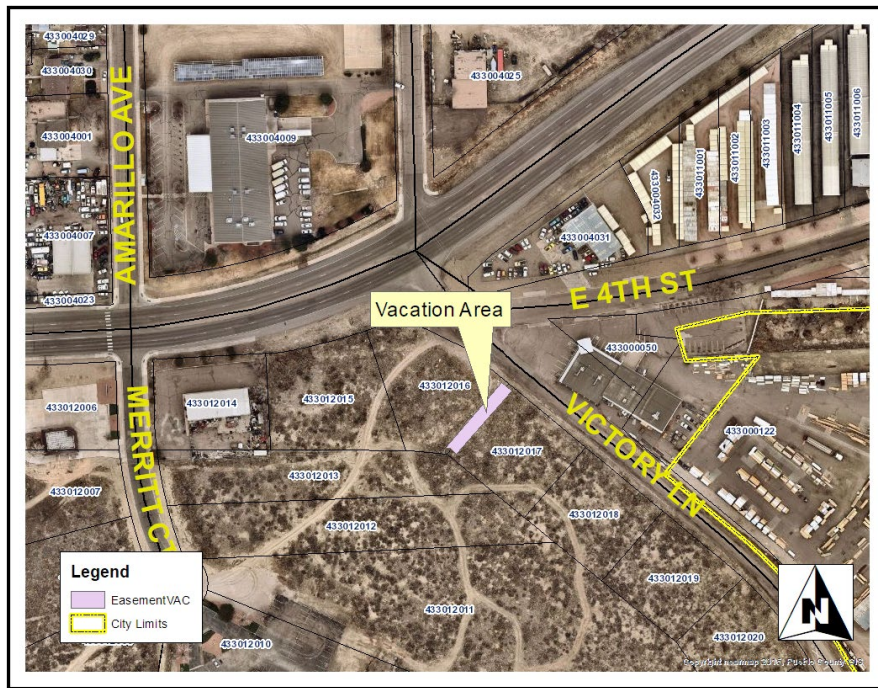
REFERRAL AGENCIES AND COMMENTS:

- 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

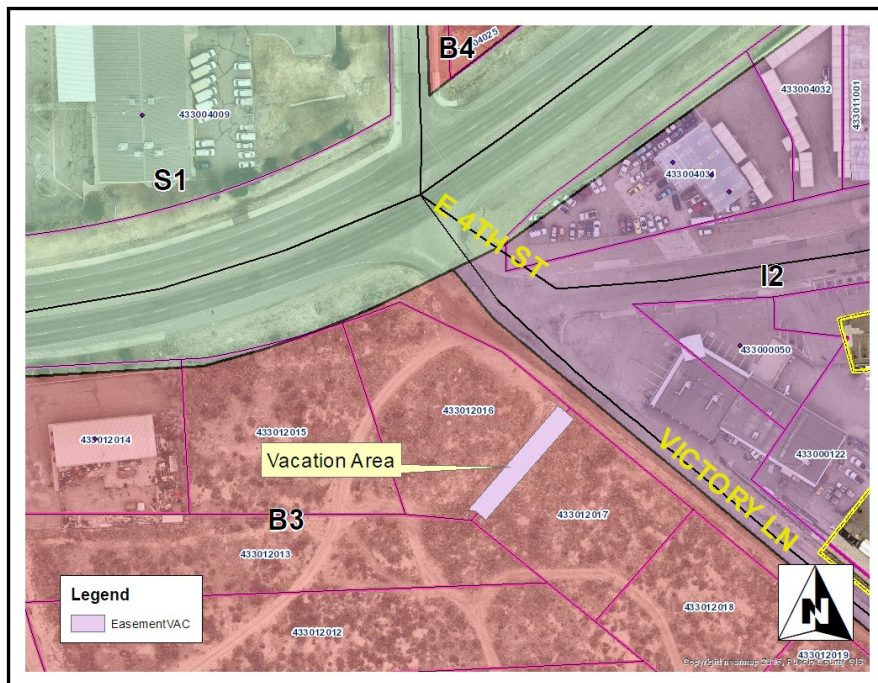
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Site Photographs
- D. SRC Memo, August 3rd, 2022
- E. Vacation Plat

ATTACHMENTS:



A. Aerial Photograph



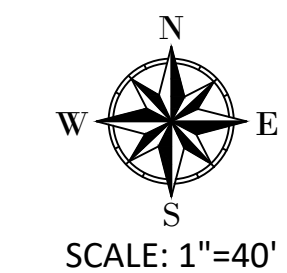
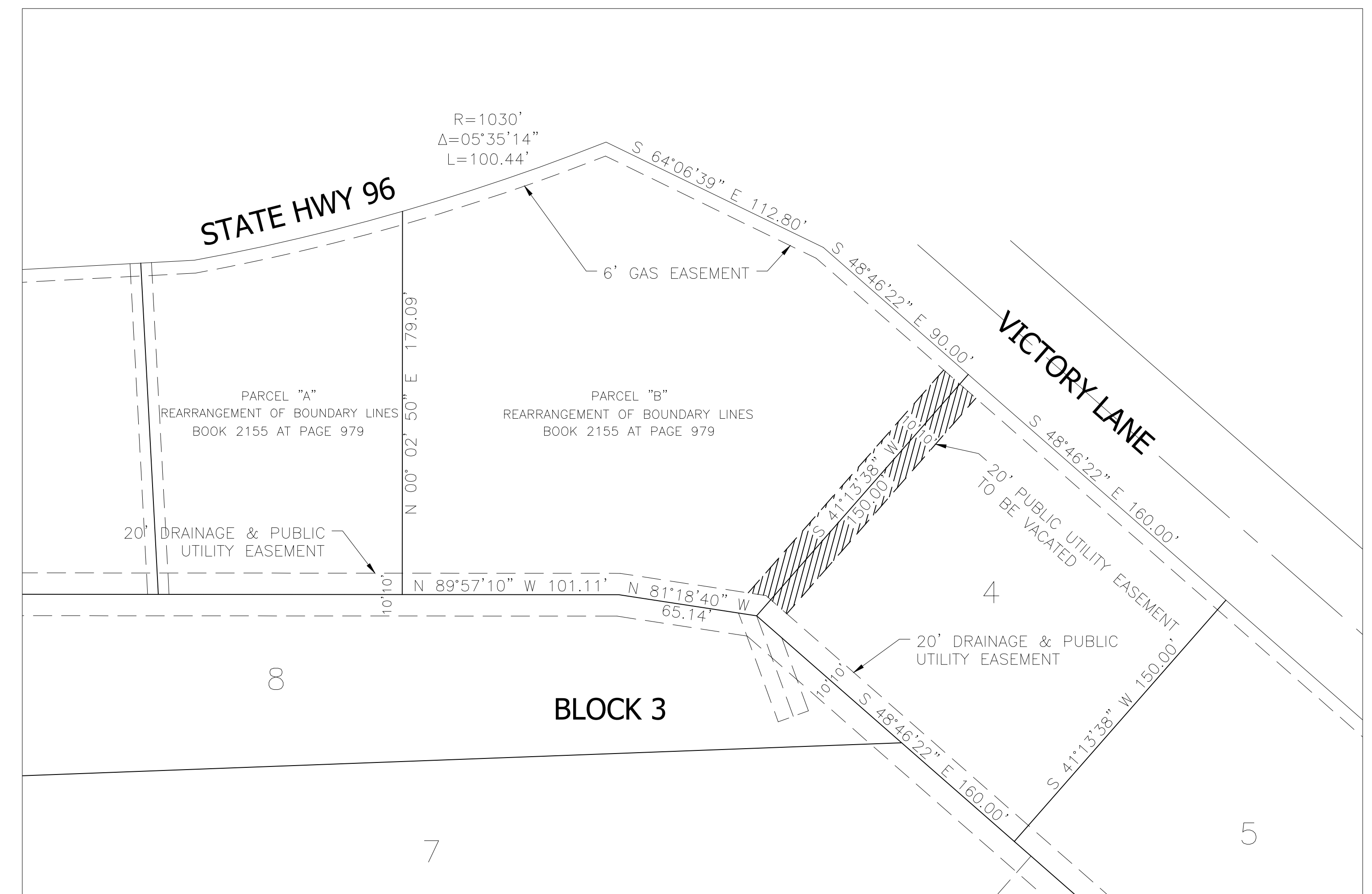
B. Zoning Map



Attachment D. Site Photos

THE 20' PUBLIC UTILITY EASEMENT BETWEEN PARCEL "B", REARRANGEMENT OF BOUNDARY LINES IN BOOK 2155, PAGE 979 & LOT 4, BLOCK 3, TRINITY SUBDIVISION
CITY OF PUEBLO, COUNTY OF PUEBLO STATE OF COLORADO

DATE _____



July 25, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **the City of Pueblo** for the approval of the following application(s) generally located south of E. 4th Street and west of Victory Lane.

V-22-04 Easement Vacation Trinity Subdivision: Vacation of a 20-foot Public Utility Easement between lots 3 and 4, Trinity Subdivision.

Z-22-09 Rezoning Trinity Subdivision: Rezone 1.52 acres from B-3 Highway and Arterial Business District to S-1, Government Use District to facilitate the construction of a Fire Station.

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

July 25, 2022

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Planning & Community Development

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Scott Hobson, Acting Director

Planning & Community Development

By **Beritt Odom**, Principal Planner

(719) 553-2339

CASE NUMBER V-22-04

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Easement Vacation: of a 20-foot Public Works Utility Easement 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.

7-25-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the of a 20-foot Public Works Utility Easement Vacation, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

7-25-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin

Owner	OwnerStree	OwnerCity	Owi	OwnerZip
CITY OF PUEBLO	1 CITY HALL PL	PUEBLO	CO	81003-4201
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
COLORADO METAL SPINNING INC	2701 E 4TH ST	PUEBLO	CO	81001-4257
CORNELLA BROS LLC	2730 N 9TH ST	CANON CIT	CO	81212-8516
TRINITY LIFE CENTER	36 MERRITT CT	PUEBLO	CO	81001-4258
MONTOYA ROBERT JR/MONTOYA RONALD	6 MERRITT CT	PUEBLO	CO	81001-4258
GLOBAL PROPOSAL LLC	PO BOX 1280	MORRISON	CO	80465-5280
B M C WEST CORPORATION C/O MARVIN F POER	PO BOX 52427	ATLANTA	GA	30355-0421



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS, FILING NO. 5 SUBDIVISION

SUMMARY:

The applicant is requesting to subdivide 55.954-acres into 101 single-family residential lots, two multifamily residential lots, two commercial/mixed-use lots, and four parcels for drainage, detention, pedestrian, trail, public utilities and one parcel for pedestrian connectivity to the neighborhood park.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is located west of North Vista Highlands, Filing No. 1. The proposed subdivision divides the property into 101 single-family residential lots, two multifamily residential lots and two large commercial/mixed-use lots. The subdivision also includes five parcels, which will be owned, developed, and maintained by the North Vista Highlands Metropolitan District ("Metropolitan District"). Parcels A, B, C, and D are dedicated for drainage, detention, pedestrian, trail, landscaping, and public utility purposes. Two of the parcels, Parcels A and C, also include access in the dedication. These parcels will provide greenspace, trails, and stormwater infrastructure to service the surrounding residences. Parcel E is 3.5 acres and is dedicated as a neighborhood park that will be owned, developed and maintained by the Metropolitan District. Parcels F and G will provide a pedestrian connection through Blocks 9 and 10 to the neighborhood park located in Parcel E and the future trail that will be constructed in Parcel A. All proposed single-family residential lots have an area greater than 5,000 square feet and a lot width greater than 50-feet. The North Vista PUD requires lots with a width between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet have a 30-foot setback. All subdivided blocks include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street. The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075

acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider “to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project” (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filing No. 1 and the proposed Filing No. 5, will dedicate a total of 2.55 acres of District Park in Planning Area 1. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty. The proposed neighborhood park in Parcel E, which will be developed with this subdivision, exceeds the required 2.66 acres required by nearly one acre.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their August 10, 2022 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. P_Z Report

ORDINANCE NO. 10281

AN ORDINANCE APPROVING THE NORTH VISTA HIGHLANDS,
FILING NO. 5 SUBDIVISION

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

SECTION 1.

The final plat of the North Vista Highlands, Filing No. 5, being a subdivision of land legally described as:

A parcel of land located in the Northwest one-quarter of Section 8, Township 20 South, Range 64 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

A portion of parcel "K" according to the recorded plat of North Vista Highlands, Filing No. 1 as filed for record on November 15, 2019 at Reception No. 2159276 in the office of the Pueblo County Clerk and Recorder and parcels "D", "E", and "F" according to the recorded plat of North Vista Highlands, Filing No. 2 as filed for record on August 20, 2021 at Reception No. 2240303 in the office of the Pueblo County Clerk and Recorder, and all being more particularly described as follows:

Beginning from the southeast corner of Parcel "K" according to the aforementioned recorded plat of North Vista Highlands, Filing No. 1 said point also being on the north right-of-way line of Vision Hills Parkway as platted in the aforementioned North Vista Highlands, Filing No. 1; thence westerly along said north right-of-way line a bearing of S. 88°03'11" W., a distance of 1249.15 feet to a point on the westerly right-of-way line of Cedarweed Boulevard according to the aforementioned recorded plat of North Vista Highlands, Filing No. 2; thence N. 02°25'18" W. along the westerly right-of-way line of said Cedarweed Boulevard, a distance of 281.00 feet; thence continuing along said westerly right-of-way line along the arc of a curve to the left whose radius is 640.00 feet, a distance of 515.14 feet; thence N. 48°32'22" W., a distance of 664.97 feet; thence N. 41°27'38" E., a distance of 80.00 feet to a point on the easterly right-of-way line of Cedarweed Boulevard; thence N. 48°32'22" W., a distance of 30.00 feet; thence N. 41°27'38" E., a distance of 200.41 feet; thence along the arc of a curve to the right whose radius is 380.00 feet, a distance of 313.00 feet; thence N. 88°39'15" E., a distance of 315.54 feet; thence S. 01°20'45" E., a distance of 30.00 feet; thence N. 88°39'15" E., a distance of 261.92 feet; thence along the arc of a curve to the right whose radius is 250.00 feet, a distance of 192.32 feet; thence S. 47°16'06" E., a distance of 187.26 feet; thence N. 43°52'47" E., a distance of 209.99 feet; thence along the arc of a curve to the right whose radius is 930.00 feet, a distance of 388.79 feet; thence N. 67°49'57" E., a distance of 160.29 feet to the westerly right-of-way line of Walking Stick Boulevard according to the aforementioned recorded plat of North Vista Highlands Filing No. 2; thence along the arc of a curve to the right whose radius is 950.00 feet, a distance of 334.99 feet along the westerly right-of-way line of Walking Stick Boulevard; thence S. 01°56'54" E., a distance of 1,299.70 feet; thence along the arc of a curve to the right whose radius is 150.00 feet and whose center bears S. 22°13'54" E., a distance of 120.78 feet to the Point of Beginning.

Containing 55.954 acres, more or less.

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 24-10-101, 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 September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.

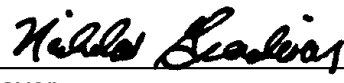


President of City Council

Action by the Mayor:

☒ Approved on September 28, 2022.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

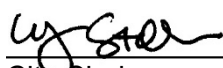
☐ Council did not act to override the Mayor's veto.

☐ 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

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

Page 464 of 618

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "A"
NORTH VISTA
HIGHLANDS,
FILING NO. 4

LOT 1
BLOCK 1
NORTH VISTA
HIGHLANDS,
FILING NO. 2

LOT 1
BLOCK 2
NORTH VISTA
HIGHLANDS,
FILING NO. 2

NORTH VISTA
HIGHLANDS,
FILING NO. 1

NORTH VISTA
HIGHLANDS,
FILING NO. 1

NORTH VISTA
HIGHLANDS,
FILING NO. 1

NORTH VISTA
HIGHLANDS,
FILING NO. 1

NORTH VISTA
HIGHLANDS,
FILING NO. 1

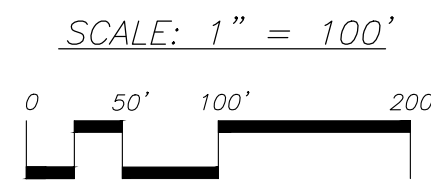
NORTH VISTA
HIGHLANDS,
FILING NO. 1

NORTH VISTA
HIGHLANDS,
FILING NO. 1

NORTH VISTA
HIGHLANDS,
FILING NO. 1

NORTH VISTA
HIGHLANDS,
FILING NO. 1

NORTH VISTA
HIGHLANDS,
FILING NO. 1



LEGEND

- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH,
RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

STATE PLANE COORDINATES
NORTHING 1604929.5614
EASTING 3262262.9166

P.O.B.
STATE PLANE COORDINATES
NORTHING 1604972.0027
EASTING 3263511.3439

Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.

PREPARED

NORTH VISTA HIGHLANDS, FILING NO. 5

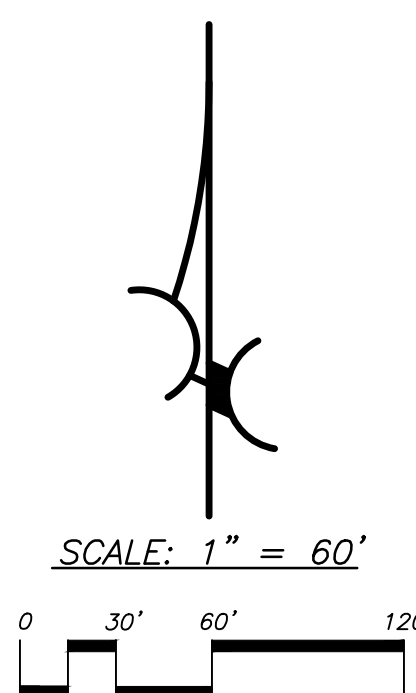
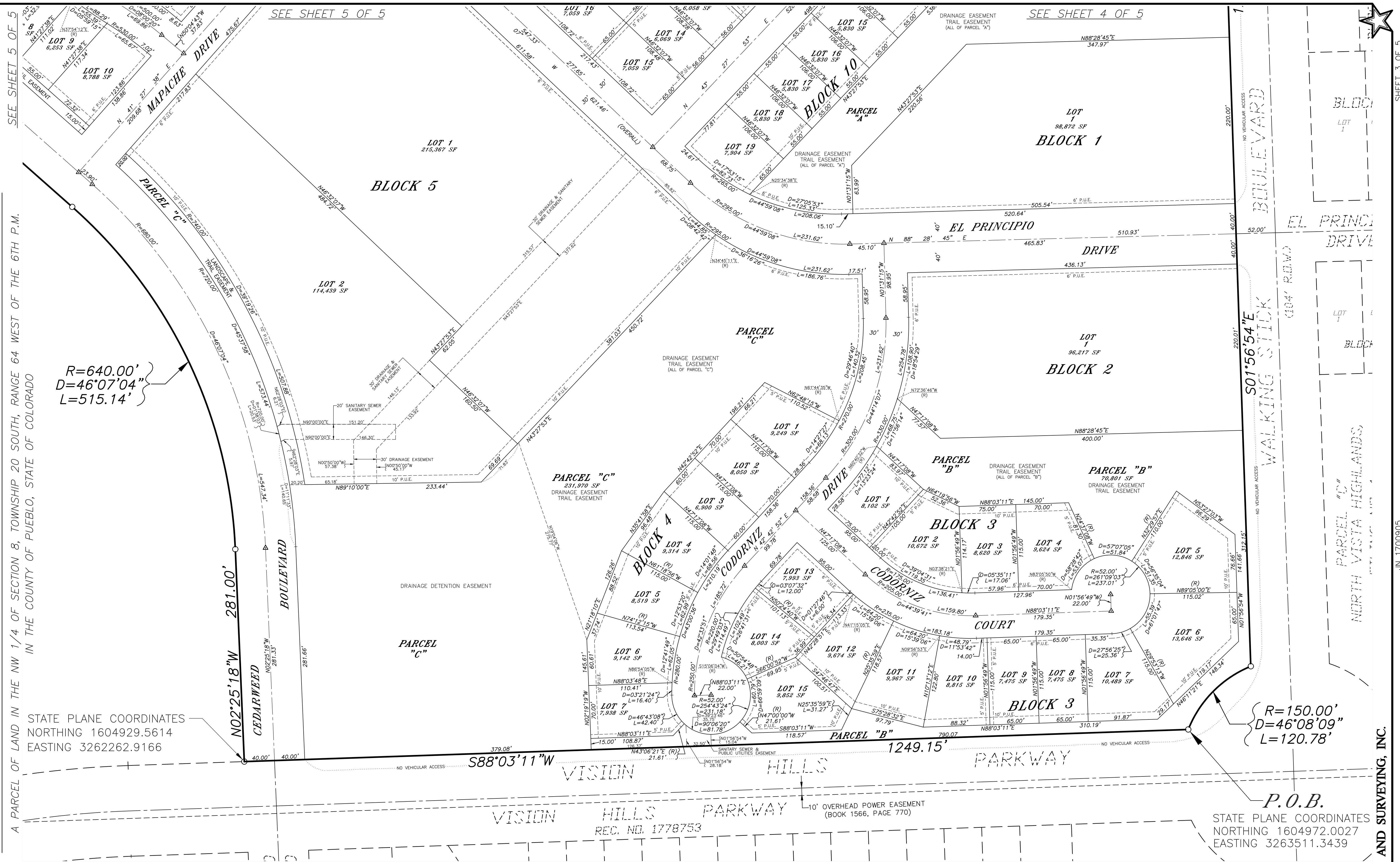
A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

STATE PLANE COORDINATES
NORTHING 1604929.5614
EASTING 3262262.9166

$R=640.00'$
 $D=46^{\circ}07'04''$
 $L=515.14'$

SEE SHEET 5 OF 5

SEE SHEET 4 OF 5



LEGEND

- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED

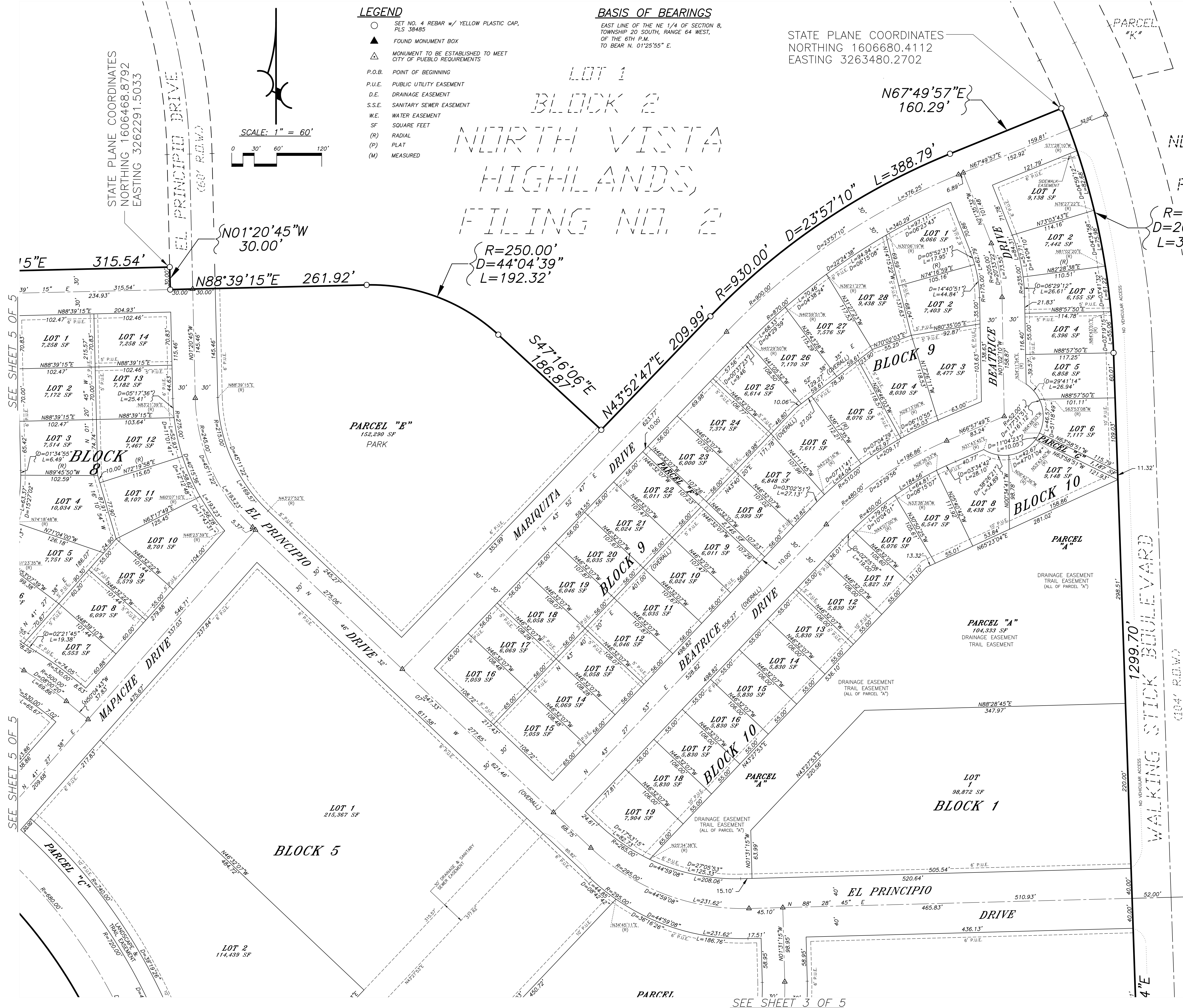
BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST, OF THE 6TH P.M. TO BEAR N. 01°25'55" E.

PREPARED BY: NORTHEAST ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

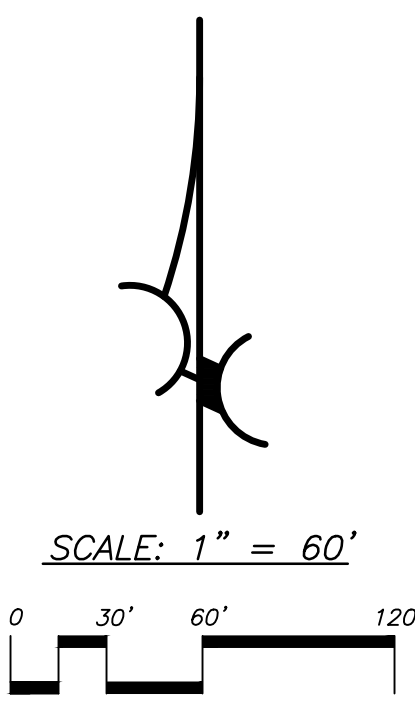


NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "A"
NORTH VISTA
HIGHLANDS,
FILING NO. 4

STATE PLANE COORDINATES
NORTHING 1606103.1684
EASTING 3261537.0250



LEGEND

- SET NO. 4 REBAR W/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8,
TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

LOT 1
BLOCK 1
NORTH VISTA
HIGHLANDS,
FILING NO. 2

STATE PLANE COORDINATES
NORTHING 1606468.8792
EASTING 3262291.5033

$R=380.00'$
 $D=47^{\circ}11'37''$
 $L=313.00'$

$N01^{\circ}20'45''W$
 $30.00'$

$R=250.00'$
 $D=44^{\circ}04'39''$
 $L=192.32'$

PARCEL "B"
NORTH VISTA
HIGHLANDS,
FILING NO. 4

$R=640.00'$
 $D=46^{\circ}07'04''$
 $L=515.14'$

BLOCK 5

SEE SHEET 3 OF 5

PREPARED

Y: NORTSTAR ENGINEERING AND SURVEYING, INC.

JN 1700905

SEE SHEET 4 OF 5

SHEET 5 OF 5

UTILITY MAP OF: NORTH VISTA HIGHLANDS, FILING NO. 5

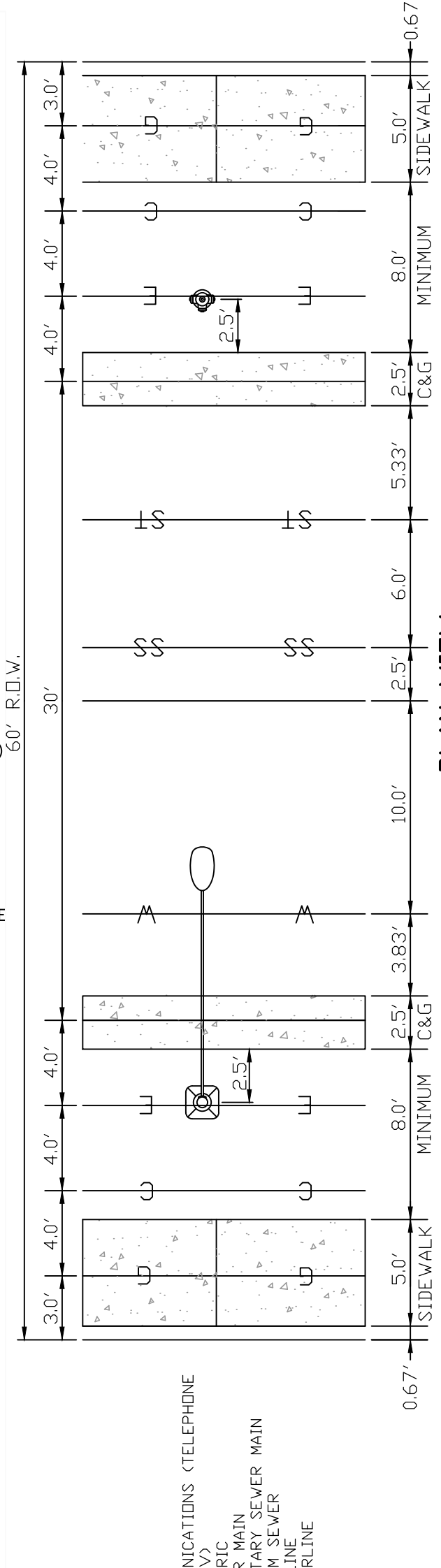
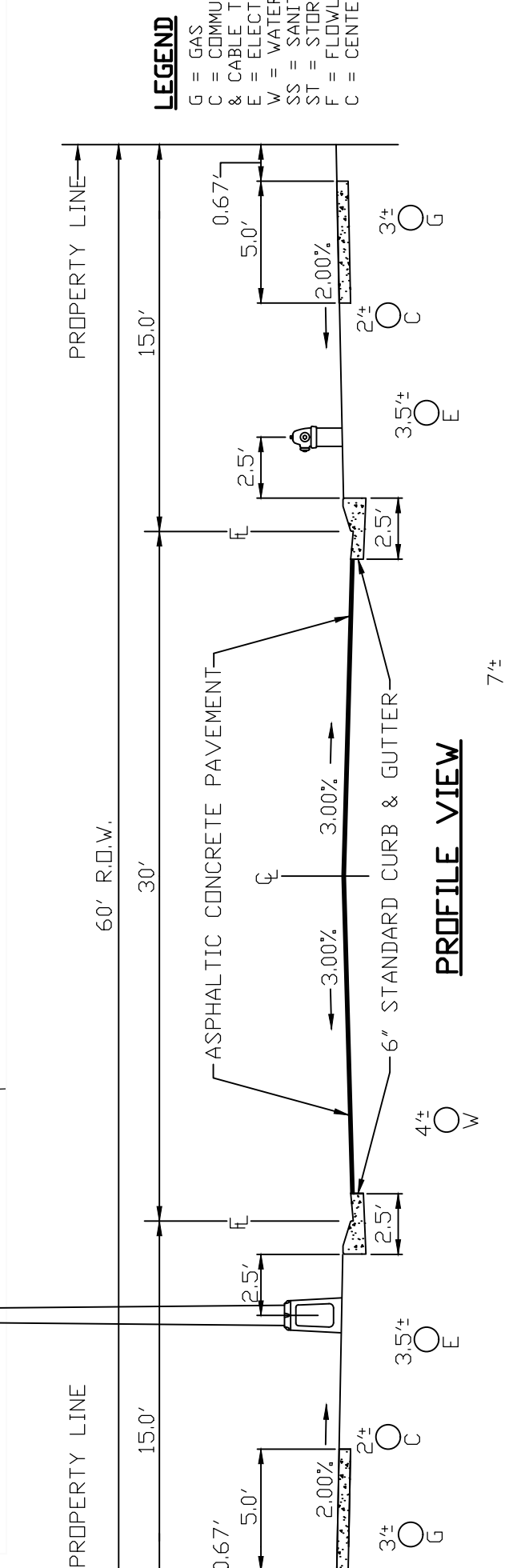
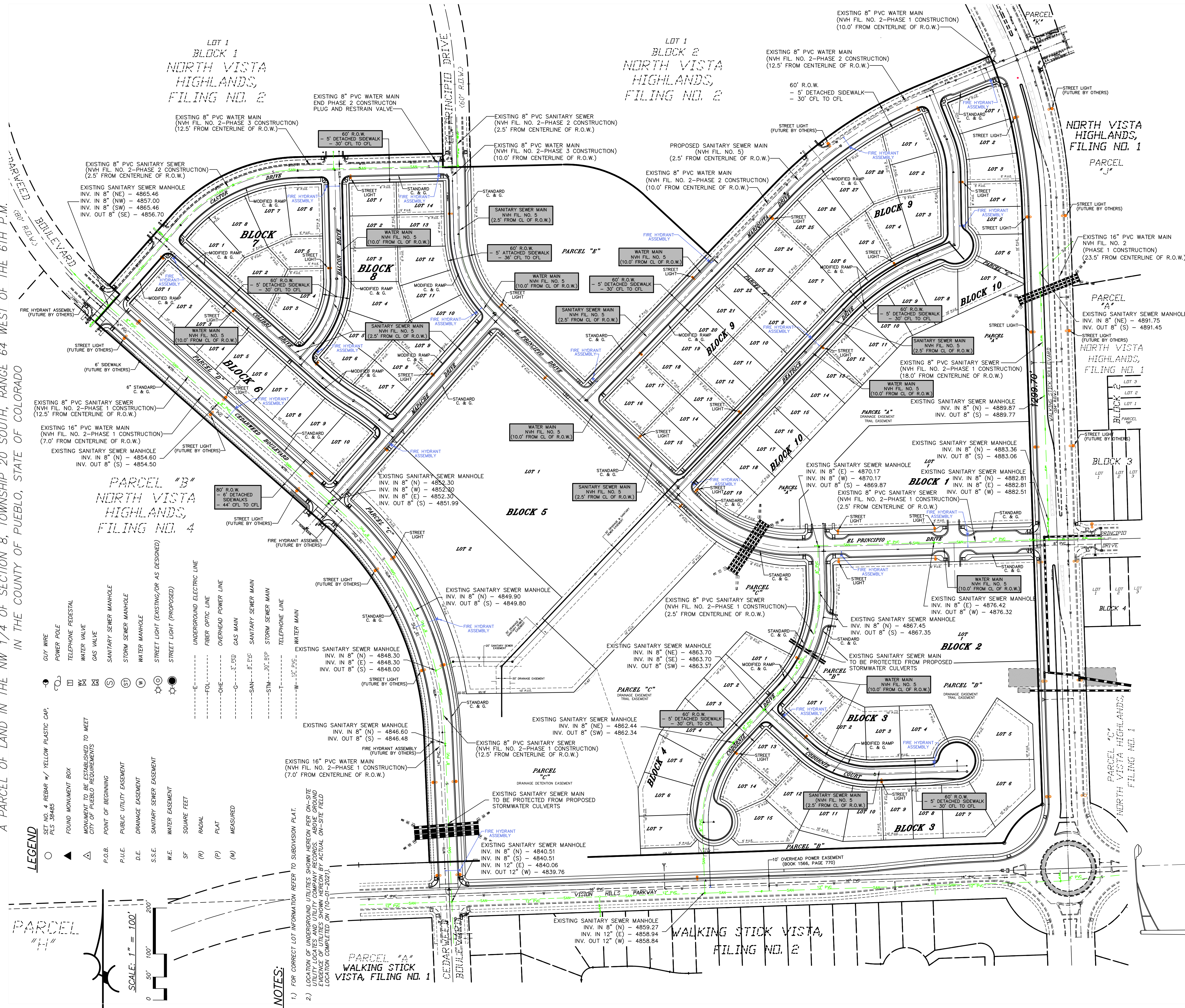
A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

LEGEND

- | | | | |
|-----|--|---|-------------------------------------|
| ○ | SET NO. 4 REBAR W/ YELLOW PLASTIC CAP. | ○ | GUY WIRE |
| ▲ | FOUND MONUMENT BOX | □ | POWER POLE |
| △ | MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS | □ | TELEPHONE PEDESTAL |
| ○ | P.O.B. POINT OF BEGINNING | □ | WATER VALVE |
| ○ | P.U.E. PUBLIC UTILITY EASEMENT | □ | GAS VALVE |
| ○ | D.E. DRAINAGE EASEMENT | ○ | SANITARY SEWER MANHOLE |
| ○ | S.S.E. SANITARY SEWER EASEMENT | ○ | STORM SEWER MANHOLE |
| ○ | W.E. WATER EASEMENT | ○ | WATER MANHOLE |
| ○ | S.F. SQUARE FEET | ○ | STREET LIGHT (EXISTING/AS DESIGNED) |
| (R) | RADIAL | ○ | STREET LIGHT (PROPOSED) |
| (P) | FLAT | ○ | UNDERGROUND ELECTRIC LINE |
| (M) | MEASURED | ○ | FIBER OPTIC LINE |
| | | ○ | OVERHEAD POWER LINE |
| | | ○ | GAS MAIN |
| | | ○ | SANITARY SEWER MAIN |
| | | ○ | STORM SEWER MAIN |
| | | ○ | TELEPHONE LINE |
| | | ○ | WATER MAIN |

NOTES:

- FOR CORRECT LOT INFORMATION REFER TO SUBDIVISION PLAT.
- LOCATION OF UNDERGROUND UTILITIES SHOWN HEREON PER ON-SITE UTILITY LOCATES AND UTILITY COMPANY RECORDS. ABOVE GROUND EVIDENCE OF UTILITIES SHOWN HEREON BY ACTUAL ON-SITE FIELD LOCATION COMPLETED IN (10-13-2024).



PREPARED BY: NORTSTAR ENGINEERING AND SURVEYING, INC.

30' ROADWAY
60' RIGHT-OF-WAY
MODIFIED RAMP CURB & GUTTER
5' DETACHED SIDEWALK

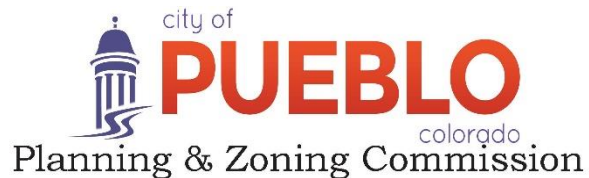
SHEET 1 OF 1

PREPARED UNDER THE DIRECT SUPERVISION OF
NORTHSTAR ENGINEERING AND SURVEYING, INC.
FOR AND ON BEHALF OF NORTSTAR ENGINEERING & SURVEYING, INC.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



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. **S-22-06 Subdivision:** North Vista Fil NO 5 Subdivision of 55.954 acres into multifamily residential lots, 55 single-family attached lots, and multiple parcels for utilities, drainage, trails, and parks. Generally located at north of Vision Hills Parkway and west of Walking Stick Blvd. staff report by Beritt Odom-*Continued from July 13, 2022, Public Hearing*

BACKGROUND:

Staff Report by Beritt Odom

REQUEST: The applicant is requesting to subdivide 55.954-acres into 101 single-family residential lots, two multifamily residential lots, two commercial/mixed-use lots, and four parcels for drainage, detention, pedestrian, trail, public utilities and one parcel for pedestrian connectivity to the neighborhood park.

STAFF REVIEW AND FINDINGS: The subject property is located west of North Vista Highlands, Filing No. 1. The proposed subdivision divides the property into 101 single-family residential lots, two multifamily residential lots and two large commercial/mixed-use lots. The subdivision also includes five parcels, which will be owned, developed and maintained by the North Vista Highlands Metropolitan District (“Metropolitan District”). Parcels A, B, C, and D are dedicated for drainage, detention, pedestrian, trail, landscaping, and public utility purposes. Two of the parcels, Parcels A and C, also include access in the dedication. These parcels will provide greenspace, trails, and stormwater infrastructure to service the surrounding residences. Parcel E is 3.5 acres and is dedicated as a neighborhood park that will be owned, developed and maintained by the Metropolitan District. Parcels F and G will provide a pedestrian connection through Blocks 9 and 10 to the neighborhood park located in Parcel E and the future trail that will be constructed in Parcel A.

All proposed single-family residential lots have an area greater than 5,000 square feet and a lot width greater than 50-feet. The North Vista PUD requires lots with a width between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet have a 30-foot setback. All subdivided blocks include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street.

The North Vista PUD Development Guide includes extensive regulations and guidance for Park dedication to ensure that 7.5 acres of park is provided for each 1,000 residents. The PUD requires the subdivider to dedicate .0075 acres of land as District Park and .015 acres as Neighborhood Park with each residential subdivision (Section 7.7.2.3, North Vista Master Plan, Planned Unit development, First Amendment). The PUD identifies Planning Areas 1, 5, and 7 as the locations for future District Park development and requires the subdivider “to clearly indicate on each plat the number of acres for each site and the total acreage proposed for each park or open space dedication within the project” (Section 7.7.3.1 North Vista Master Plan, Planned Unit development, First Amendment). North Vista Highlands, Filing No. 1 and the proposed Filing No. 5, will dedicate a total of 2.55 acres of District Park in Planning Area 1. The North Vista PUD does not state when the District Parks must be subdivided and developed, which carries inherent uncertainty. The proposed neighborhood park in Parcel E, which will be developed with this subdivision, exceeds the required 2.66 acres required by nearly one acre.

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: NorthStar Engineering request for modifications letter, July 6, 2022, Michael Cuppy, PE., PLS.

1. Utilize the standard City of Pueblo Mixed Use Collector Street cross-section in lieu of the North Vista PUD Development Guide, “Village Street” for the proposed El Principio Drive.

Response 1. This request is for the portion of El Principio, between Walking Stick Blvd and Codorniz Dr. The City Transportation Dept. approves a modified version of the Mixed Use Collector. It will have two travel lanes and a turn lane. But instead of 5’ shoulders, there will be room for on-street parallel parking on each side.

2. Change the cross-section of Cedarweed Blvd. through the subdivision from the PUD Collector to the standard City of Pueblo Mixed Use collector cross-section to match the existing Cedarweed Blvd., south of Vision Hills Parkway.

Response 2. The City Transportation Dept. approves this modification.

3. Modify the maximum distance between intersections for Mariquita Dr. and Beatrice Dr., from 660-feet to 1320-feet.

Response 3. The City Transportation Dept. approves this modification with the condition that pedestrian access ways be provided for pedestrian connectivity. These parcels F and G have been provided and on the plat.

4. The exemption of single-family detached residential from the PUD Site Plan requirement of Section 17-8-7 of the PMC. The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, August 4, 2022.

Request for Deferred Filings Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, August 4, 2022.

Plat Deficiencies: Not Applicable

Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)

1. Add Sanitary Sewer to the 32.50-foot Public Utility Easement dedication, the easement is located at the southern terminus of Codorniz Drive.
2. Remove drainage from the dedication for Parcel E if it is not intended to be utilized for drainage.
3. The stormwater facility maintenance agreement will be required to be recorded with the plat.
4. Proposed inlets adjacent to the curb radius or centered on the curb radius at street intersections will not be allowed per City of Pueblo Stormwater Drainage Criteria Manual.

HEARING:

Mike Cuppy, North Star Engineering and Surveying, appeared on behalf of the applicant, testified in favor of the application and did not have any objections to conditions.

Jay Fisher, North Star Engineering and Surveying, appeared on behalf of the applicant, testified in favor of the application and did not have any objections to conditions.

No one spoke in opposition.

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

COMMISSION ACTION:

Motion by Commissioner Bailey, second by Commissioner Spinuzzi. **Motion passed 7 -0.**



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: S-22-06 North Vista Highlands, Filing No. 5

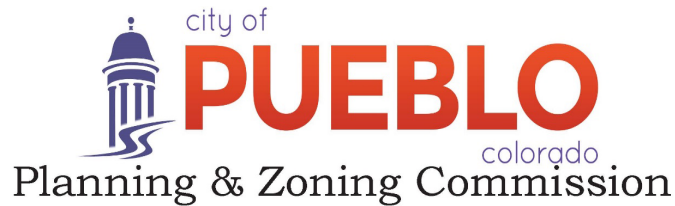
DATE: August 31, 2022

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-22-06

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: North Vista Highlands, Filing No. 5
APPLICANT: Michael Cuppy, NorthStar Engineering and Surveying
PROPERTY OWNER: Daniel Dinwiddie, NVH Phase 2A, LLC
LOCATION: Generally located west of Walking Stick Blvd., east of Cedarweed Blvd., and north of Vision Hills Parkway and University Park, 18th Filing.

EXISTING ZONE: PUD, North Vista
CONCURRENT REQUESTS: None

REQUEST:

The applicant is requesting to subdivide 55.954-acres into 101 single-family residential lots, two multifamily residential lots, two commercial/mixed-use lots, and four parcels for drainage, detention, pedestrian, trail, public utilities and one parcel for pedestrian connectivity to the neighborhood park.

STAFF REVIEW AND FINDINGS:

The subject property is located west of North Vista Highlands, Filing No. 1. The proposed subdivision divides the property into 101 single-family residential lots, two multifamily residential lots and two large commercial/mixed-use lots. The subdivision also includes five parcels, which will be owned, developed and maintained by the North Vista Highlands Metropolitan District ("Metropolitan District"). Parcels A, B, C, and D are dedicated for drainage, detention, pedestrian, trail, landscaping, and public utility purposes. Two of the parcels, Parcels A and C, also include access in the dedication. These parcels will provide greenspace, trails, and stormwater infrastructure to service the surrounding residences. Parcel E is 3.5 acres and is dedicated as a neighborhood park that will be owned, developed and maintained by the Metropolitan District. Parcels F and G will provide a pedestrian connection through Blocks 9 and 10 to the neighborhood park located in Parcel E and the future trail that will be constructed in Parcel A.

All proposed single-family residential lots have an area greater than 5,000 square feet and a lot width greater than 50-feet. The North Vista PUD requires lots with a width between 36-59 feet to have 20-foot front-yard setback, lots with widths between 60-75 feet are required to have a 25-foot front-yard setback; and lot widths greater than 75-feet have a 30-foot setback. All subdivided blocks include varying lot widths, which will require the setbacks to vary creating an irregular appearance from the street.

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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:	NorthStar Engineering request for modifications letter, July 6, 2022, Michael Cuppy, PE., PLS. 1. Utilize the standard City of Pueblo Mixed Use Collector Street cross-section in lieu of the North Vista PUD Development Guide, “Village Street” for the proposed El Principio Drive. Response 1. This request is for the portion of El Principio, between Walking Stick Blvd and Codorniz Dr. The City Transportation Dept. approves a modified version of the Mixed Use Collector. It will have two travel lanes and a turn lane. But instead of 5’ shoulders, there will be room for on-street parallel parking on each side. 2. Change the cross-section of Cedarweed Blvd. through the subdivision from the PUD “Collector” to the standard City of Pueblo Mixed Use collector cross-section to match the existing Cedarweed Blvd., south of Vision Hills Parkway. Response 2. The City Transportation Dept. approves this modification. 3. Modify the maximum distance between intersections for Mariquita Dr. and Beatrice Dr., from 660-feet to 1320-feet. Response 3. The City Transportation Dept. approves this modification with the condition that that pedestrian access ways be provided for pedestrian connectivity. These parcels F and G have been provided and on the plat.
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	4. The exemption of single-family detached residential from the PUD Site Plan requirement of Section 17-8-7 of the PMC. The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, August 4, 2022.
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, August 4, 2022.
Plat Deficiencies:	Not Applicable
Conditions of Approval: (Unless otherwise noted, all conditions of approval must be completed prior to the case being scheduled for City Council hearing.)	1. Add Sanitary Sewer to the 32.50-foot Public Utility Easement dedication, the easement is located at the southern terminus of Codorniz Drive. 2. Remove drainage from the dedication for Parcel E if it is not intended to be utilized for drainage. 3. The stormwater facility maintenance agreement will be required to be recorded with the plat. 4. Proposed inlets adjacent to the curb radius or centered on the curb radius at street intersections will not be allowed per City of Pueblo Stormwater Drainage Criteria Manual.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The subject property is unimproved.

❑ **Neighborhood Compatibility:**

North	North Vista PUD, North Vista, Highlands, Filing No. 2, two unimproved lots designated for multifamily residential development.
East	North Vista PUD, North Vista, Highlands, Filing No. 1, unimproved subdivision dedicated for residential, mixed-use residential and parks.
South	Walking Stick Vista PUD, unimproved single family residential lots.
West	North Vista PUD, unimproved.

❑ **Comprehensive Plan Compliance:**

The project site is designated by the Pueblo Regional Comprehensive Plan as “Suburban Neighborhood.” Suburban Neighborhoods are predominantly single-family detached and attached homes on similarly sized lots and future development should accommodate a similar mix of lot sizes and housing types. Additionally, pedestrian and bicycle connectivity should be provided within and between neighborhoods.

The proposed North Vista Highlands, Filing No. 5, creates over 100 single-family residential lots, two multifamily residential lots, and two commercial mixed-use lots. The proposed development includes provisions for trails linking residences to the neighborhood park and the surrounding neighborhoods. The proposed subdivision is consistent with the PUD Development Guide and the Pueblo Regional Comprehensive Plan.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

□ **Minimum lot size and width:**

- The proposed 101 single-family lots meet the minimum 36-foot lot width with all lots being greater than 50-feet in width.
- All lots are greater than the minimum 3,600 square feet.

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-Coordinate Fire Hydrant Assembly with Fire Department Part II
- Pueblo Board of Water Works-No comment
- City Wastewater-Waste Water requires protection for the existing sanitary sewer main at the time of construction.
- City Stormwater-August 2, 2022 Memo from John Sakariason, Stormwater Coordinator and
- City Parks and Recreation Department
- City GIS-No Comment
- Xcel Energy-No Comment
- Black Hills Energy-No comment
- CDOT-No comment

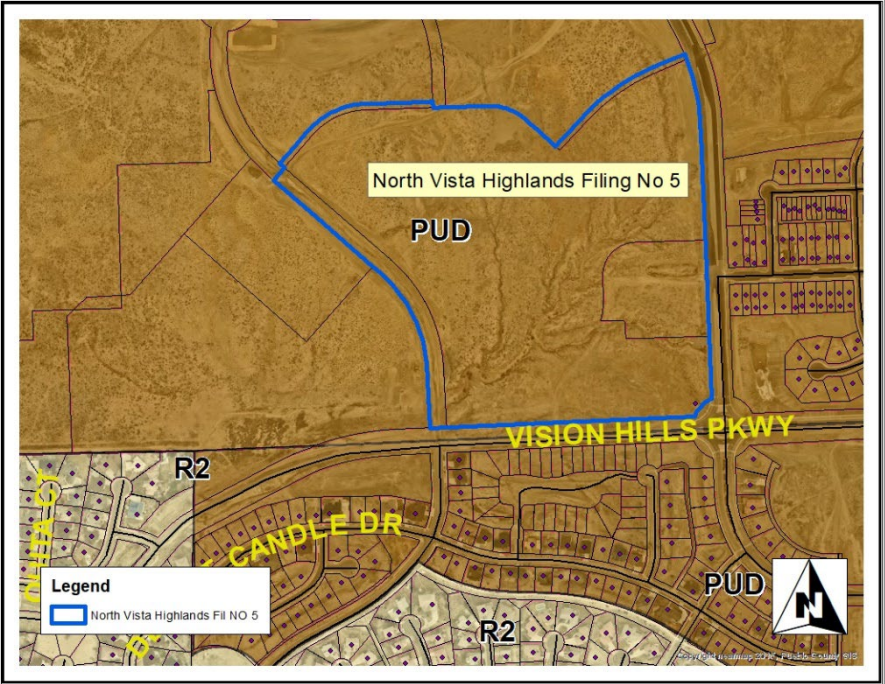
ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. SRC Memo August 4, 2022
- F. Plat
- G. Subdivision Application
- H. Stormwater Utility Memo
- I. DOT Memo

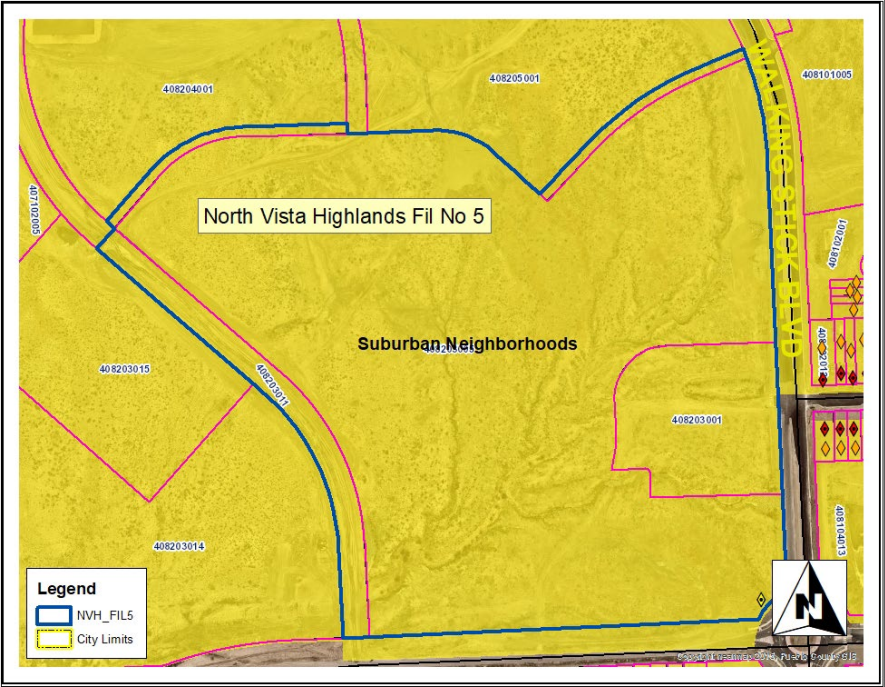
I.
ATTACHMENTS:



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



North Vista Highlands, Filing No. 5, looking northwest from Vision Hills Parkway



North Vista Highlands, Filing No. 5, looking northwest from Vision Hills Parkway

MEMORANDUM

To: Planning and Zoning Commission
From: Subdivision Review Committee
Date: August 4, 2020
Subject: S-22-06 North Vista Highlands, Filing No. 5

Request for Modifications to Subdivision Regulations:

It is the recommendation of the SRC that the following modifications be recommended for approval:

- Request for Deferred Filings for One Year:
 - Defer Subdivision improvements agreement with Exhibit “A” and “B” and addendums.
The subdivision Review Committee has no objection to the request for Deferred Filings.
- NorthStar Engineering request for modifications letter, July 6, 2022, Michael Cuppy, PE., PLS.

1. Utilize the standard City of Pueblo Mixed Use Collector Street cross-section in lieu of the North Vista PUD Development Guide, “Village Street” for the proposed El Principio Drive.

Response 1. This request is for the portion of El Principio, between Walking Stick Blvd and Codorniz Dr. The City Transportation Dept. approves a modified version of the Mixed Use Collector. It will have two travel lanes and a turn lane. But instead of 5’ shoulders, there will be room for on-street parallel parking on each side.

2. Change the cross-section of Cedarweed Blvd. through the subdivision from the PUD “Collector” to the standard City of Pueblo Mixed Use collector cross-section to match the existing Cedarweed Blvd., south of Vision Hills Parkway.

Response 2. The City Transportation Dept. approves this modification.

3. Modify the maximum distance between intersections for Mariquita Dr. and Beatrice Dr., from 660-feet to 1320-feet.

Response 3. The City Transportation Dept. approves this modification with the condition that that pedestrian access ways be provided for pedestrian connectivity. These parcels F and G have been provided and on the plat.

4. The exemption of single-family detached residential from the PUD Site Plan requirement of Section 17-8-7 of the PMC.

The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, August 4, 2022.

The Subdivision Review Committee recommends the Subdivision Plat be approved, contingent upon the following conditions being met prior to City Council review:

1. Add Sanitary Sewer to the 32.50-foot Public Utility Easement dedication, the easement is located at the southern terminus of Codorniz Drive.
2. Remove drainage from the dedication for Parcel E if it is not intended to be utilized for drainage.
3. The stormwater facility maintenance agreement will be required to be recorded with the plat.
4. Proposed inlets adjacent to the curb radius or centered on the curb radius at street intersections will not be allowed per City of Pueblo Stormwater Drainage Criteria Manual.

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "A"
NORTH VISTA
HIGHLANDS,
FILING NO. 4

LOT 1
BLOCK 1
NORTH VISTA
HIGHLANDS,
FILING NO. 2

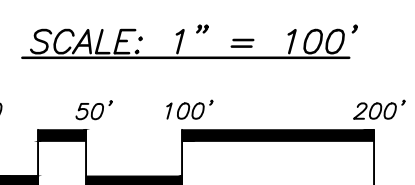
LOT 1
BLOCK 2
NORTH VISTA
HIGHLANDS,
FILING NO. 2

NORTH VISTA
HIGHLANDS,
FILING NO. 1

NORTH VISTA
HIGHLANDS,
FILING NO. 1

PARCEL "C"
NORTH VISTA HIGHLANDS,
FILING NO. 1

Y: NORTSTAR ENGINEERING AND SURVEYING, INC.



- LEGEND**
- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
 - ▲ FOUND MONUMENT BOX
 - △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
 - P.O.B. POINT OF BEGINNING
 - P.U.E. PUBLIC UTILITY EASEMENT
 - D.E. DRAINAGE EASEMENT
 - S.S.E. SANITARY SEWER EASEMENT
 - W.E. WATER EASEMENT
 - SF SQUARE FEET
 - (R) RADIAL
 - (P) PLAT
 - (M) MEASURED

BASIS OF BEARINGS
EAST LINE OF THE NE 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH,
RANGE 64 WEST OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

STATE PLANE COORDINATES
NORTHING 1604929.5614
EASTING 3262262.9166

STATE PLANE COORDINATES
NORTHING 1606468.8792
EASTING 3262291.5033

STATE PLANE COORDINATES
NORTHING 1606103.1684
EASTING 3261537.0250

STATE PLANE COORDINATES
NORTHING 1606680.4112
EASTING 3263480.2702

P.O.B.
STATE PLANE COORDINATES
NORTHING 1604972.0027
EASTING 3263511.3439

PREPARED BY

NORTH VISTA HIGHLANDS, FILING NO. 5

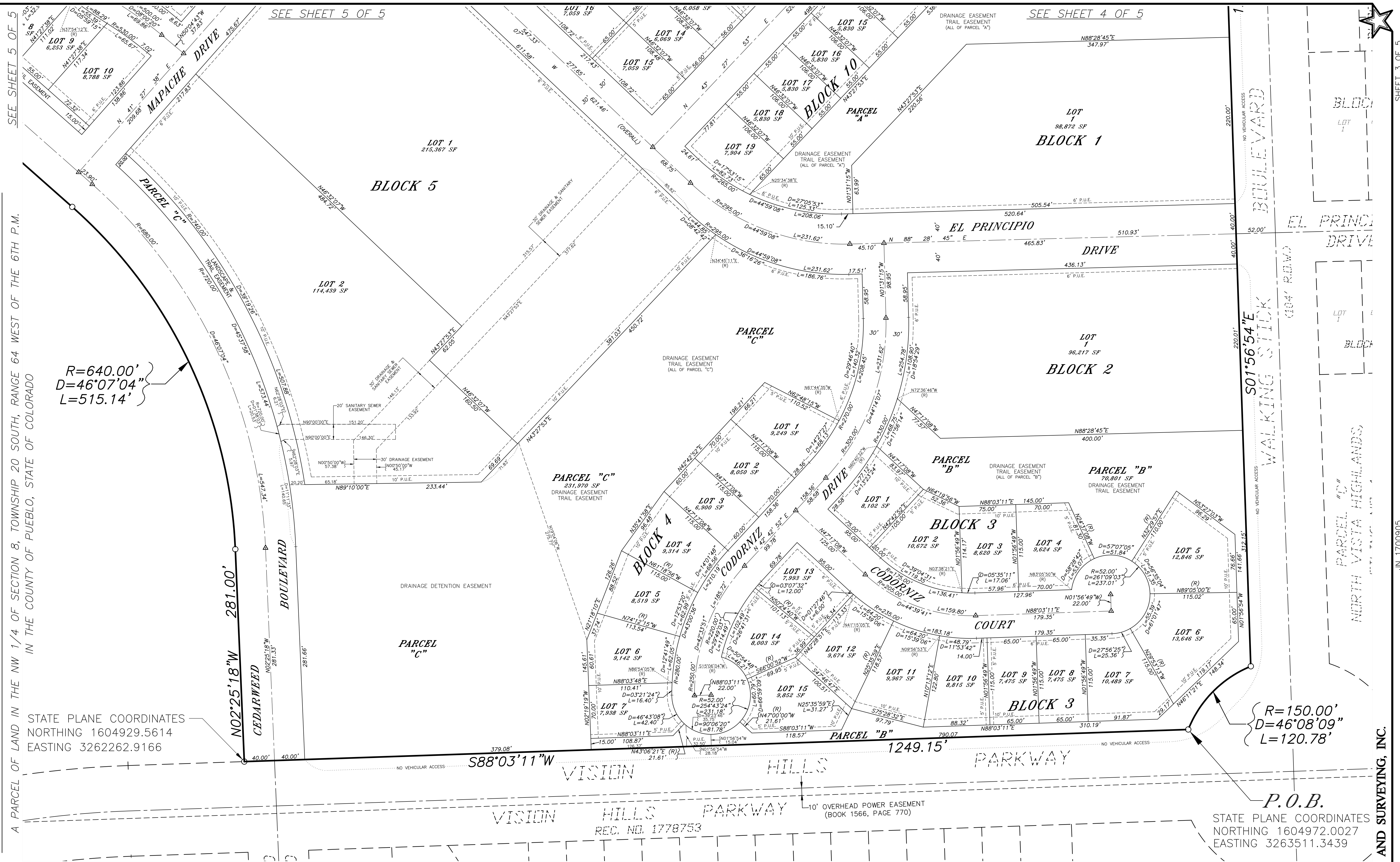
A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

STATE PLANE COORDINATES
NORTHING 1604929.5614
EASTING 3262262.9166

$R=640.00'$
 $D=46^{\circ}07'04''$
 $L=515.14'$

SEE SHEET 5 OF 5

SEE SHEET 4 OF 5



LEGEND

- SET NO. 4 REBAR w/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED

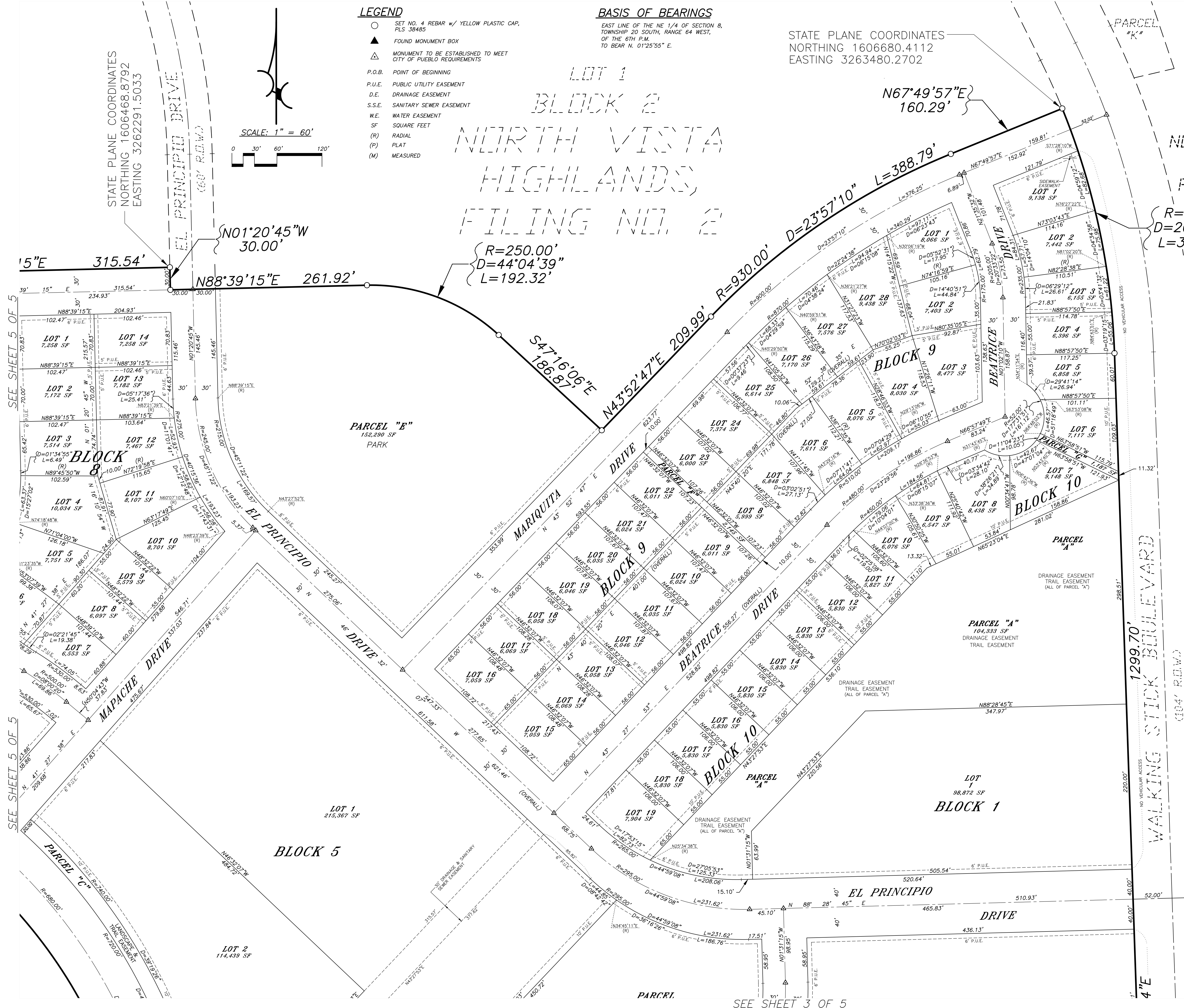
BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8,
TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

PREPARED BY: NORTSTAR ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO



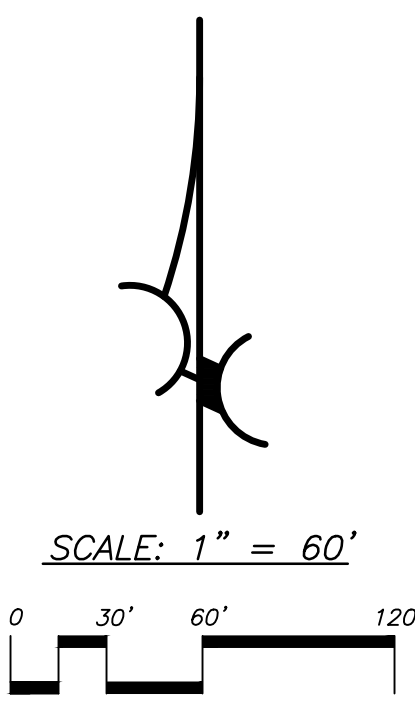
PREPARED BY: NORTHEAST ENGINEERING AND SURVEYING, INC.

NORTH VISTA HIGHLANDS, FILING NO. 5

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M.
IN THE COUNTY OF PUEBLO, STATE OF COLORADO

PARCEL "A"
NORTH VISTA
HIGHLANDS,
FILING NO. 4

STATE PLANE COORDINATES
NORTHING 1606103.1684
EASTING 3261537.0250



LEGEND

- SET NO. 4 REBAR W/ YELLOW PLASTIC CAP, PLS 38485
- ▲ FOUND MONUMENT BOX
- △ MONUMENT TO BE ESTABLISHED TO MEET CITY OF PUEBLO REQUIREMENTS
- P.O.B. POINT OF BEGINNING
- P.U.E. PUBLIC UTILITY EASEMENT
- D.E. DRAINAGE EASEMENT
- S.S.E. SANITARY SEWER EASEMENT
- W.E. WATER EASEMENT
- SF SQUARE FEET
- (R) RADIAL
- (P) PLAT
- (M) MEASURED

BASIS OF BEARINGS

EAST LINE OF THE NE 1/4 OF SECTION 8,
TOWNSHIP 20 SOUTH, RANGE 64 WEST,
OF THE 6TH P.M.
TO BEAR N. 01°25'55" E.

LOT 1
BLOCK 1
NORTH VISTA
HIGHLANDS,
FILING NO. 2

STATE PLANE COORDINATES
NORTHING 1606468.8792
EASTING 3262291.5033

$R=380.00'$
 $D=47^{\circ}11'37''$
 $L=313.00'$

$N01^{\circ}20'45''W$
 $30.00'$

$R=250.00'$
 $D=44^{\circ}04'39''$
 $L=192.32'$

PARCEL "B"
NORTH VISTA
HIGHLANDS,
FILING NO. 4

$R=640.00'$
 $D=46^{\circ}07'04''$
 $L=515.14'$

BLOCK 5

SEE SHEET 3 OF 5

PREPARED

Y: NORTSTAR ENGINEERING AND SURVEYING, INC.

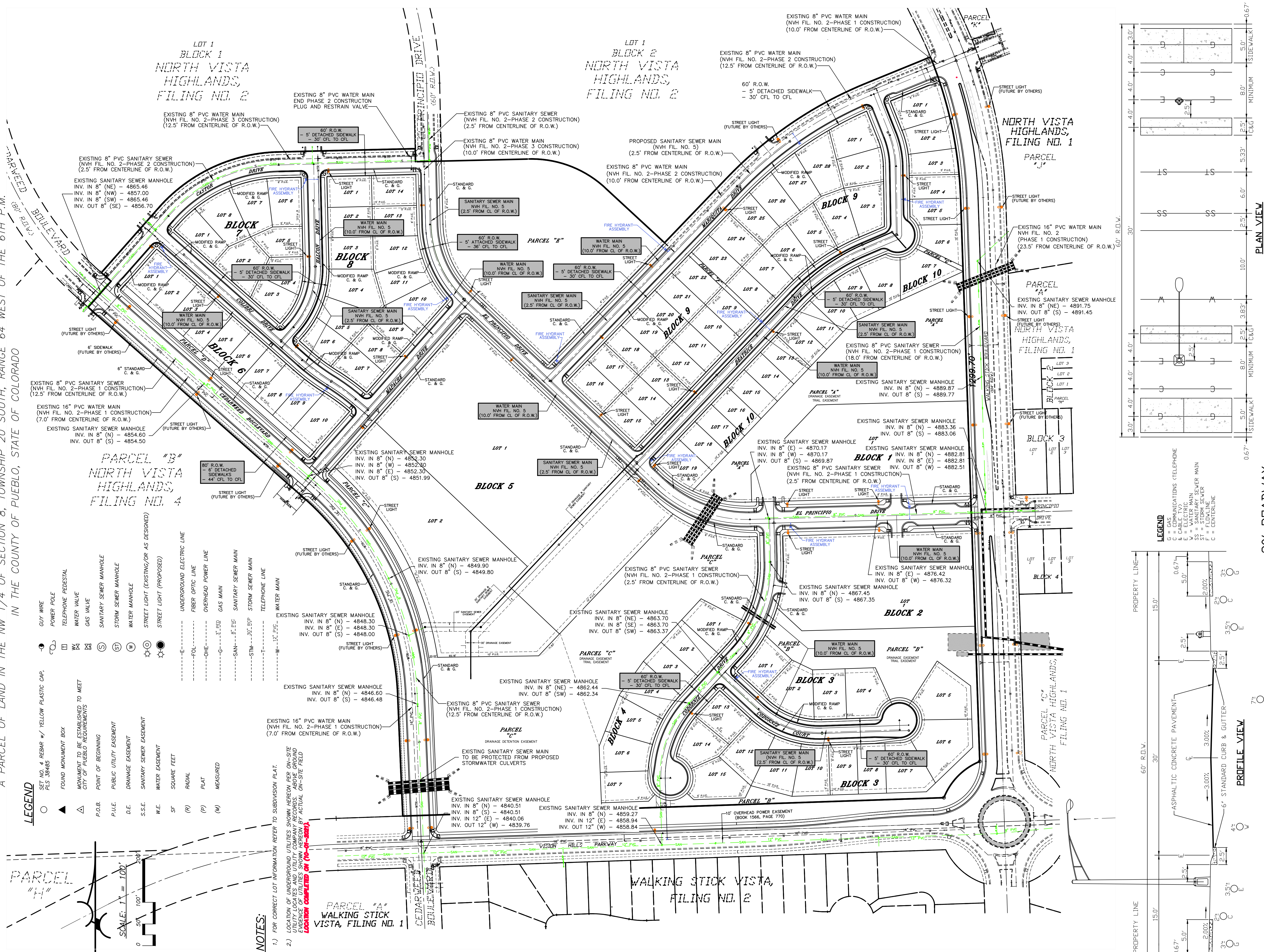
JN 1700905

SEE SHEET 4 OF 5

SHEET 5 OF 5

*UTILITY MAP OF:
NORTH VISTA HIGHLANDS,
FILING NO. 5*

A PARCEL OF LAND IN THE NW 1/4 OF SECTION 8, TOWNSHIP 20 SOUTH, RANGE 64 WEST OF THE 6TH P.M. IN THE COUNTY OF PUEBLO, STATE OF COLORADO



30' ROADWAY
60' RIGHT-OF-WAY
MODIFIED RAMP CURB & GUTTER
5' DETACHED SIDEWALK

**B
Y: NORTHSTAR ENGINEERING AND SURVEYING, INC.**

PREPARED UNDER THE DIRECT SUPERVISION OF
MICHAEL LELAND CUPPY, PROFESSIONAL LAND SURVEYOR
COLORADO REGISTRATION NO. 38485
FOR AND ON BEHALF OF NORTHSTAR ENGINEERING & SURVEYING, INC.

SHEET 1 OF 1

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info	Property Owner		Applicant							
	Name: Daniel Dinwiddie		Name:							
	Company NVH Phase 2A, LLC		Company:							
	Address: 4068 Crystal Ct., Boulder, CO	Zip: 80304	Address:	Zip:						
	Phone: (719)388-6392		Phone: ()							
	Email: danieldinwiddie1@gmail.com		Email:							
	Engineer		Surveyor							
	Name: Michael L. Cuppy		Name: Michael L. Cuppy							
	Company: Northstar Engineering & Surveying, Inc.		Company: Northstar Engineering & Surveying, Inc.							
	Address: 111 E. 5th St.	Zip: 81003	Address: 111 E. 5th St.	Zip: 81003						
Property Info	Phone: (719)544-6823		Phone: (719)544-6823							
	Email: mcuppy@northstar-co.com		Email: mcuppy@northstar-co.com							
	<i>The applicant will be the primary contact unless otherwise noted.</i>									
	Project Location: Northwest of Vision Hills Parkway and Walking Stick Boulevard (address or general description)									
	Parcel No(s): 408203005, 408203001									
Project Scope	Existing Zone: PUD		Proposed Zone (if applicable):							
	PUD Name (if applicable): N/A									
	Project Name: North Vista Highlands, Filing No. 5									
☐ 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: _____ Proposed Name: _____										
☒ Subdivision: # of lots: 147 Total acres: 52.13 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: Subdividing the above referenced lots that are not currently subdivided for future development		
	What is the total acreage included in the project? 52.13 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: 		
Attachments	<u>Attachment Checklist</u>		
	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:		
	Signature:		Date:
	Applicant, if different from Property Owner		
	Print Name:		
	Signature:		Date:

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

Stormwater Utility

MEMO

TO: Beritt Odom, Principal Planner
FROM: John Sakariason, Stormwater Coordinator, Jared Perea Associate Engineer
DATE: August 2, 2022
SUBJECT: S-22-06 P&Z Conditions

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

1. See relined plat comments. Remove drainage from the dedication statement for Parcel E if it is not intended to be utilized for drainage.
2. The stormwater facility maintenance agreement will be required to be recorded with the plat. Please use the attached form to execute this agreement.
3. Proposed inlets adjacent to the curb radius or centered on the curb radius at street intersections will not be allowed per City of Pueblo Stormwater Drainage Criteria Manual. This is found on page 17 section 4.3.2 Storm Inlets letter B.

Andrew Hayes
Director of Public Works

Melanie Turner, PE
Traffic Engineer



350 Alan Hamel Avenue
Pueblo, CO 81003

Phone (719) 553-2722
Fax (719) 553-2723

Department of Transportation

MEMO

TO: Beritt Odom
FROM: Melanie Turner, Interim Traffic Engineer
DATE: 8/3/2022
SUBJECT: 4th Review S-22-06 North Vista Highlands Subdivision and P&Z Conditions

Northstar submitted a Letter of Modifications to PUD and City standards. Below are the requests and responses.

Request 1. *The original North Vista Master Plan PUD recorded under the Reception No. 1804823 on May 8, 2009 envisioned utilizing an 88-foot right-of-way for the proposed North Vista Highlands Metropolitan District "Village streets" with two travel lanes and diagonal parking along both sides of the roadway, along with attached sidewalks with tree grates for landscaping placement. It has since been determined that a more effective and efficient traffic flow could be supported by utilizing the standard City of Pueblo Mixed Use Collector street cross-section. This cross-section allows two travel lanes as well as a turn lane in the center. In addition, the Mixed-Use Collector street cross-section utilizes a smaller 80-foot right-of-way, and with separate sidewalk and landscaping areas, should create a less expensive street and landscape design, from both the standpoint of initial cost to construct as well as with regards to long term maintenance costs.*

Response 1. This request is for the portion of El Principio, between Walking Stick Blvd and Codorniz Dr. The City Transportation Dept. approves a modified version of the Mixed Use Collector. It will have two travel lanes and a turn lane. But instead of 5' shoulders, there will be room for on-street parallel parking on each side.

Request 2. *Changing the cross-section of Cedarweed Boulevard through the subdivision from the PUD "Collector" to the standard City of Pueblo Mixed Use collector cross-section in order to match the existing Cedarweed Boulevard, south of Vision Hills Parkway.*

Response 2. The City Transportation Dept. approves this modification.

Request 3. *Modifying the maximum distance between intersections for Mariquita Drive and Beatrice Drive (Formerly Colibri Drive) from 660' to 1320'*

Response 3. The City Transportation Dept. approves this modification with the condition that that pedestrian access ways be provided for pedestrian connectivity. These parcels F and G have been provided and on the plat.

May 24, 2022

The City Planning and Zoning Commission will hold a public hearing on request from **Daniel Dinwiddie, NVH Phase 2A, LLC** for the approval of the following application:

S-22-06: North Vista Filing, No. 5. A subdivision of 55.954-acres into residential lots and multiple parcels for utilities, access, trails, and park purposes; generally located west of Walking Stick Blvd., east of Cedarweed Blvd., and north of Vision Hills Parkway and University Park, 18th Filing.

The Planning and Zoning Commission meeting will be held on June 8, 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=WUdnaHVGbnlCdHRrUHNhZnpPWG1Ydz09>, 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

May 24, 2022

The City Planning and Zoning Commission will hold a public hearing on request from **Daniel Dinwiddie, NVH Phase 2A, LLC** for the approval of the following application:

S-22-06: North Vista Filing, No. 5. A subdivision of 55.954-acres into residential lots and multiple parcels for utilities, access, trails, and park purposes; generally located west of Walking Stick Blvd., east of Cedarweed Blvd., and north of Vision Hills Parkway and University Park, 18th Filing.

The Planning and Zoning Commission meeting will be held on June 8, 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=WUdnaHVGbnlCdHRrUHNhZnpPWG1Ydz09>, 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

May 24, 2022

The City Planning and Zoning Commission will hold a public hearing on request from **Daniel Dinwiddie, NVH Phase 2A, LLC** for the approval of the following application:

S-22-06: North Vista Filing, No. 5. A subdivision of 55.954-acres into residential lots and multiple parcels for utilities, access, trails, and park purposes; generally located west of Walking Stick Blvd., east of Cedarweed Blvd., and north of Vision Hills Parkway and University Park, 18th Filing.

The Planning and Zoning Commission meeting will be held on June 8, 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=WUdnaHVGbnlCdHRrUHNhZnpPWG1Ydz09>, 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

May 24, 2022

The City Planning and Zoning Commission will hold a public hearing on request from **Daniel Dinwiddie, NVH Phase 2A, LLC** for the approval of the following application:

S-22-06: North Vista Filing, No. 5. A subdivision of 55.954-acres into residential lots and multiple parcels for utilities, access, trails, and park purposes; generally located west of Walking Stick Blvd., east of Cedarweed Blvd., and north of Vision Hills Parkway and University Park, 18th Filing.

The Planning and Zoning Commission meeting will be held on June 8, 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=WUdnaHVGbnlCdHRrUHNhZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER S-22-06

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 North Vista Highlands Fil NO 5 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.

5-20-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

KAREN ELGIN

By _____

Owner	OwnerStree	OwnerCity	Owr	OwnerZip
ARMORY LLC	212 N WAHSATCH AVE STE	COLORADO SP	CO	80903-3476
KOCHENBERGER JACOB	3506 MODESTO DR	PUEBLO	CO	81005-2660
NORTH VISTA PUEBLO LAND INVESTMENT	3819 BROADVIEW PL	CASTLE ROCK	CO	80109-4507
PUEBLO HEIGHTS LLC	4068 CRYSTAL CT	BOULDER	CO	80304-0986
IRON BRUINS REVOCABLE TRUST	4288 CEDARWEED BLVD	PUEBLO	CO	81001
GONZALES MARK A + REYNA GONZALES /	4292 CEDARWEED BLVD	PUEBLO	CO	81001
N V H PHASE 2A LLC + N V H PHASE 3, LLC	4408 TURNBERRY CRESCEI	PUEBLO	CO	81001-1162
NORTH VISTA HIGHLANDS METROPOLITAN	4725 S. MONACO DR. SUIT	DENVER	CO	80237
TOP LAND INVESTMENT LLC	4810 POLO CT	PUEBLO	CO	81001-1071
PUEBLO SPROUT DEVELOPMENT, LLC	6813 COMMERCE DR	HUBBARD	OH	44425-2945
ZERCHER BURNELL/ZERCHER PAM	7 GLENDALE CT	PUEBLO	CO	81001
PUEBLO SPROUT DEVELOPMENT LLC	PO BOX 248	HUBBARD	OH	44425-0248
S J P LLC + COURTYARD CREATIONS LLC	PO BOX 8024	PUEBLO	CO	81008-8024



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME STORMWATER ENGINEERING MANAGER POSITION TO THE AUTHORIZED STAFFING OF THE STORMWATER DEPARTMENT AS PART OF A REORGANIZATION

SUMMARY:

A review of ways to enhance operational efficiency has been underway connected to community development activities within the Public Works and Stormwater Departments. Some of those changes were brought to City Council over the last few months in the forms of adding development specific positions.

The review has extended to other operational areas to include engineering, project management, maintenance, and infrastructure support activities occurring in Public Works and Stormwater. There are unique opportunities to reduce silos and maximize resources in support of both Public Works and Stormwater missions and a reorganization plan has been developed to implement these changes. This reorganization will include changes in reporting structure and several staffing changes.

This ordinance is designed to accomplish the desired staffing change associated with the reorganization which is adding the new position of Stormwater Engineering Manager.

PREVIOUS COUNCIL ACTION:

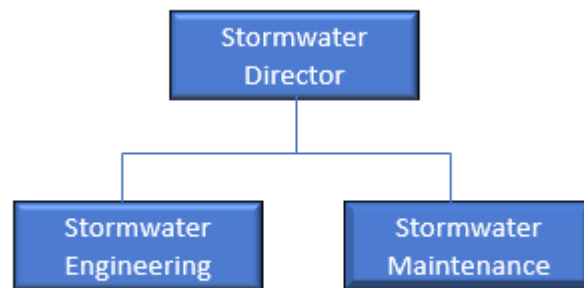
On December 28, 2021, Ordinance No. 10085 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2022.

BACKGROUND:

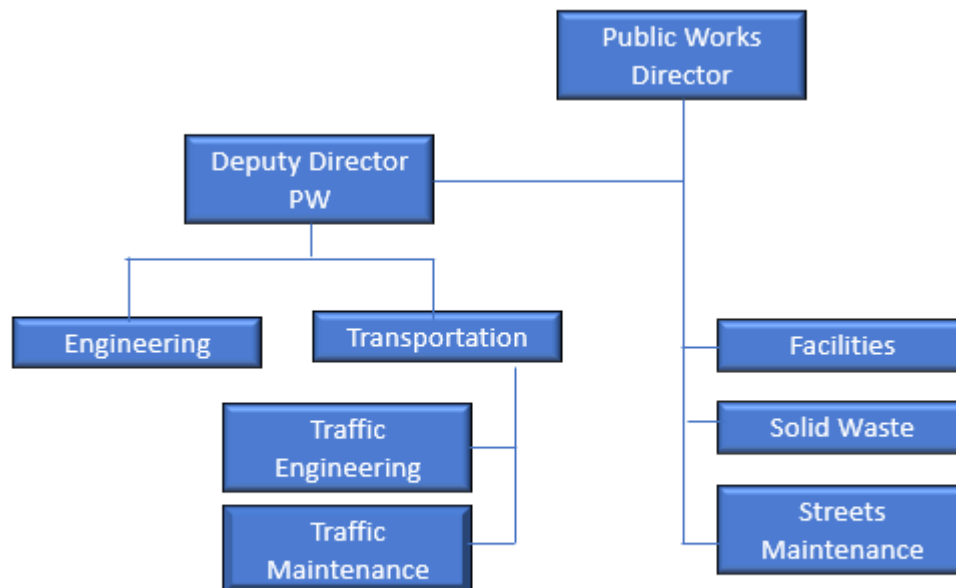
The missions of the Stormwater and Public Works departments, while different, do share many of the same elements and overall objectives. The functions within each are overlapping in many respects and over the last year, it has become apparent that there is an opportunity to reorganize both departments in order to streamline and enhance both the efficiency and efficacy of services.

-

Current Organizational/Functional Chart – Stormwater



Current Organizational/Functional Chart – Public Works



Reorganization and Reporting Changes

The reorganization will include several key changes which will facilitate more efficient service delivery and work organization:

Engineering

- Move the Stormwater engineering, inspection, and compliance functions under the newly established Stormwater Engineering Manager position reporting to the Deputy Director of Public Works.
- This reorganization will facilitate a consolidated engineering group of Transportation Engineering (managed by the Traffic Engineer), Public Works Engineering (managed by the Engineering Manager) and Stormwater Engineering (managed by the Stormwater Engineering Manager). While these areas are specialized, they also closely coordinate on a variety of complex project management activities, and this

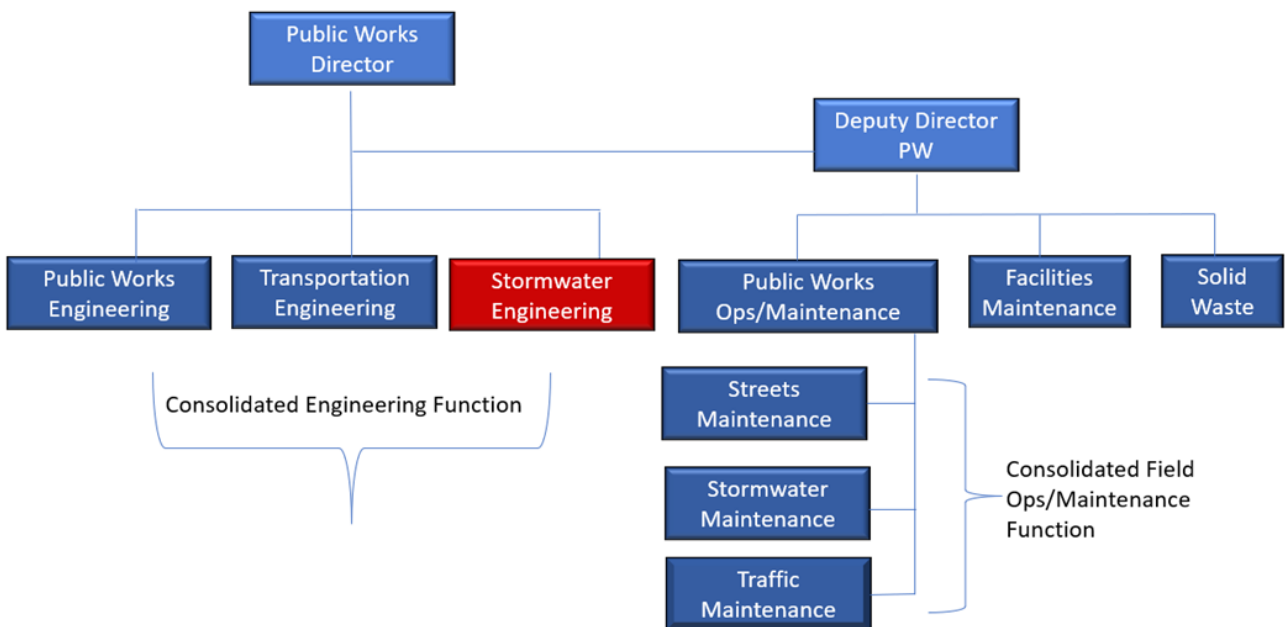
change will facilitate a more streamlined and collaborative approach.

Maintenance

- Move field operation/maintenance functions and staff of Streets, Traffic and Stormwater under the supervision of the Deputy Director of Public Works.

Stormwater Enterprise funding will still be used to cover the costs associated with all current staff positions assigned to Stormwater and the newly created Stormwater Engineering Manager. Specific project accounting practices will be implemented to maintain the appropriate financial separation between Stormwater and Public Works projects, equipment and staff which occurs presently.

Below is the organization/functional chart following the implementation of the reorganization plan



City Administration, Public Works and Stormwater leadership are confident that this reorganization will improve service delivery and enhance coordination efforts between both functional areas. With many new development and infrastructure projects planned and underway, centralized oversight and close coordination will allow for the most efficient project management, delivered engineering services and better coordinated and effective deployment of field and maintenance staff and resources.

Staffing Changes

1. Public Works Director assumes Stormwater Director Duties

Consolidating Stormwater operations under the director level leadership of the Public Works Director means that having two directors is redundant. Combining departments under one director is allowable under City Charter Section 4-7 which states, “two or more departments may be headed by the same individual...” This staffing arrangement was in place for many years in the past where the Public Works Director served as the director over both functional areas.

Therefore, this ordinance proposes that the duties, authorities, and functions associated with the Stormwater Director be performed by the Public Works Director. This change will streamline coordination on major initiatives and projects that cross both departments and will centralize oversight. The position of Stormwater Director will be retained, vacant and unfunded as there is specific authority within the code of ordinances associated with the role that must be preserved in order for the Public Works Director to execute stormwater leadership duties.

2. Establish new position of Stormwater Engineering Manager.

Strong, focused engineering management within the Stormwater function remains mission critical. Therefore, a Stormwater Engineering Manager (equivalent to the Engineering Manager in Public Works) is a proposed new position. This position will provide management of the professional engineering, permit compliance and inspections staff assigned to Stormwater and will provide the high-level technical engineering oversight necessary. The funding associated with the Stormwater Director position will be reallocated to fund this position.

In summary, this ordinance creates one new position, the Stormwater Engineering Manager.

FINANCIAL IMPLICATIONS:

The staffing change in the Stormwater Department results in an estimated annual savings of \$5,297, as the funding from the Director level position would be used to fund the newly established Stormwater Engineering Manager position.

Cost Summary	Fund	Annual Cost Savings	
Stormwater Director	EF	(\$150,676)	
Stormwater Engineering Manager	EF	\$145,379	
			Total
			(\$5,297)

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

The no action alternative would be to retain current staffing levels and classifications. The suggested change represents a more efficient and effective way to accomplish the objectives of the Stormwater and Public Works Departments and will facilitate the reorganization of the two departments.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10282

AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME STORMWATER ENGINEERING MANAGER POSITION TO AUTHORIZED STAFFING OF THE STORMWATER DEPARTMENT AS PART OF A REORGANIZATION

WHEREAS, it is necessary to revise the positions for the ultimate efficiency and functionality for delivering public works and stormwater services to the community; NOW, THEREFORE,

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscore indicates matter being added)

SECTION 1.

The following section captioned "Stormwater", and of Ordinance No. 10085, being the 2022 Staffing Ordinance, are amended as follows:

<u>Stormwater</u>	
Director of Stormwater	1
<u>Stormwater Engineering Manager</u>	<u>1</u>
Stormwater Coordinator	1
Stormwater Utility Maintenance Supervisor	1
MS4 Permit Coordinator	1
Civil Engineer/ Drainage	1
Associate Engineer II Stormwater	1
Associate Engineer I Stormwater	2
Permit Compliance Specialist - SW	1
Inspector/Stormwater	1
Stormwater Crew Leader	1
Equipment Operator IV	3
Equipment Operator II	4
Utility Worker/Equipment Operator I	4
Administrative Technician	1
Total	[23] <u>24</u>

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2022 Budget and staffing with respect to the number and allocation of positions within the Stormwater Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.

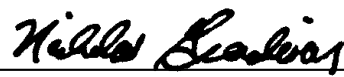


President of City Council

Action by the Mayor:

☒ Approved on September 28, 2022.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

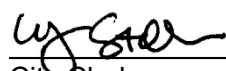
☐ Council did not act to override the Mayor's veto.

☐ 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: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5 OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR STORMWATER ENGINEERING MANAGER

SUMMARY:

Attached for consideration is an amended Pay Plan Ordinance that reflects the addition of the pay rate and salary schedule for the classification of Stormwater Engineering Manager.

PREVIOUS COUNCIL ACTION:

On December 28, 2021, Ordinance No.10092 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2022.

BACKGROUND:

A review of operational efficiencies of the Public Works and Stormwater Departments have been underway over the last few months. Specific areas of review include engineering services, project management, maintenance, and infrastructure support activities occurring in both departments. There are unique opportunities to reduce silos and maximize resources in support of both Public Works and Stormwater missions and a reorganization plan has been developed to implement these changes.

The addition of a new position of Stormwater Engineering Manager is proposed as part of the process. This position will provide management of the professional engineering, permit compliance and inspections staff assigned to Stormwater and will provide the high-level technical engineering oversight necessary. The funding associated with the Stormwater Director position will be reallocated to fund this position.

FINANCIAL IMPLICATIONS:

The staffing change in the Stormwater Department results in an estimated annual savings of \$5,297, as the funding from the Director level position would be used to fund the newly established Stormwater Engineering Manager position.

Cost Summary	Fund	Annual Cost Savings
Stormwater Director	EF	(\$150,676)
Stormwater Engineering Manager	EF	\$145,379
Total		(\$5,297)

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10283

AN ORDINANCE AMENDING SECTION 6-5-16 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE FY 2022 CLASSIFICATION AND PAY PLAN BY ESTABLISHING THE PAY SCALE FOR STORMWATER ENGINEERING MANAGER

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscore indicates matter being added)

SECTION 1.

Section 6-5-16 (A) of Chapter 5, of Title VI, of the Pueblo Municipal Code referencing the Fiscal Year 2022 pay scale for the classification of Stormwater Engineering Manager is established and enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

- A. The pay range for the appointed classification of Stormwater Engineering Manager in 2022

<i>CLASS TITLE</i>	<i>BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>					
(B) ADMINISTRATIVE							
Stormwater Engineering Manager	8394.44	8846.37	9298.31	9750.24	10202.17	10654.10	11106.62

SECTION 2.

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

SECTION 3.

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

Introduced and initial adoption of Ordinance by City Council on September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

☒ Approved on September 28, 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: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Pacheco, Director Human Resources
Bob Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE DECLINING EMPLOYER PARTICIPATION IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE (FAMLI) PROGRAM AND ACT CREATED AND CODIFIED AT PART 5, ARTICLE 13.3, TITLE 8 OF THE COLORADO REVISED STATUTES

SUMMARY:

Pursuant to §8-13.3-522, C.R.S., and Colorado Constitution Article. 20, §6, certain employers, to include local governments have the ability to decline employer participation in a new paid leave social insurance program known as the Family Medical Leave Insurance (FAMLI) program. City Council approval is requested for the City of Pueblo to opt out of employer participation in the program.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In November of 2020, Colorado voters passed Proposition 118 which establishes a new state leave program which will provide paid leave for employees who have a need to take leave for specific reasons to include; caring for a new child during the first year after birth or adoption, or for foster care of a new child; caring for their own serious health condition; caring for a family member with a serious health condition; relating to activities of family member who is on active duty-military service or is called for active-duty military service; and when the individual or the individual's family member is a victim of domestic violence, stalking or sexual assault or abuse.

The Colorado FAMLI insurance program will provide up to 12 weeks of paid leave. Employees will receive no more than 90% of their base pay under the program for the period of leave and no more than \$1,100 per week in benefit.

The majority of employers and employees in Colorado will be required to participate in this program. The pay continuation benefit associated with FAMLI will be funded by

the employer and the employee through mandatory remission of quarterly premiums beginning in 2023. The amount of premium is based on Medicare taxable payroll earnings in the amount of .9% of payroll with the cost shared equally between employers and employees with the employer contributing .45% and the employee paying .45%. No plan benefits will be paid to employees under the program until 2024. For 2023 and 2024, the premium contribution is set at .9% of payroll however is subject to increases beyond that as determined by the Colorado Division of Family and Medical Leave Insurance.

In order to avoid prohibitions with respect to unfunded mandates and for other policy reasons, local governments were authorized to decline participation in FAMLI, or “opt out,” subject to the regulation and process promulgated by the Colorado Division of Family and Medical Leave Insurance. This exception was limited to a city, city and county, city, town, whether home rule or statutory, school district, special district authority or any political subdivision of the state. If a local government does not take specific action (governing body vote) to opt out of the program before December 1, 2022, participation in the program will be mandatory.

It is City Administration’s recommendation to opt out of the FAMLI program. While this relieves the City of paying premiums, this ordinance if approved, will preserve an individual employee’s decision to participate in the program. The City will agree to assist City employees who want to individually participate in FAMLI by facilitating voluntary payroll deductions, remitting the employee share of the premium and submitting wage data reports as required to the Colorado Division of Family and Medical Leave Insurance.

FINANCIAL IMPLICATIONS:

If the City of Pueblo does not opt out, using the full year of 2021 payroll as an example, the City would be required to pay approximately \$236,031 in annual premiums beginning in 2023. If this ordinance is approved, this cost can be avoided by the City.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

At the City Council Work Session on May 16, 2022, City Council requested that staff gather feedback from the affected City labor unions with respect to the City’s recommendation to opt out of FAMLI. The presidents of the International Association of Firefighters Local #3, International Brotherhood of Police Officers #537 and the Pueblo Association of Government Employees were provided information about the program. All three bargaining units agreed with the City’s recommendation to opt out of the program as long as their individual members’ rights to voluntarily participate in the program are retained, which this ordinance accomplishes.

ALTERNATIVES:

If the opt out is not approved, then the City will remain enrolled in the FAMLI program and premiums must be paid by both the employer and the employees beginning first quarter 2023.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10284

AN ORDINANCE DECLINING EMPLOYER PARTICIPATION
IN THE PAID FAMILY AND MEDICAL LEAVE INSURANCE
(FAMLI) PROGRAM AND ACT CREATED AND CODIFIED
AT PART 5, ARTICLE 13.3, TITLE 8 OF THE COLORADO
REVISED STATUTES

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

SECTION 1.

Pursuant to §8-13.3-522, C.R.S., and Colo. Const. Art. 20, §6, City Council hereby approves and authorizes the City to decline and votes to decline employer participation in the Paid Family and Medical Leave Insurance Program and Act created and codified at Part 5, Article 13.3, Title 8 of the Colorado Revised Statutes.

SECTION 2.

City Council further authorizes the City to assist City employees who want to individually participate in the Paid Family and Medical Leave Insurance Program including but not limited to facilitating voluntary payroll deductions, remitting the employee share of the premium and submitting wage data once a quarter to the Colorado Division of Family and Medical Leave Insurance.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance to implement the policies and procedures described herein. The Mayor is specifically authorized to perform all acts required to implement this vote to decline employer participation including but not limited to execution and submission of notification of such vote to the Division of Family and Medical Insurance of the State of Colorado.

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 September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

☒ Approved on September 28, 2022.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

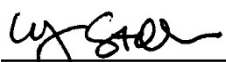
☐ Council did not act to override the Mayor's veto.

☐ 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: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND CLARITY TELECOM, LLC DBA BLUEPEAK FIBER, A DELAWARE LIMITED LIABILITY COMPANY

SUMMARY:

The Ordinance will approve a license agreement with Clarity Telecom, LLC., (D/B/A Bluepeak Fiber), a Delaware Limited Liability Company, which grants it a nonexclusive license to place telecommunications cable and ancillary facilities within the streets and right of ways of the City of Pueblo in order that the company may operate within the City of Pueblo as a broadband provider. The license agreement preserves, to the extent permitted under existing laws, the City's authority to manage its streets and rights of way for the benefit of the public without discrimination among telecommunications and broadband providers.

PREVIOUS COUNCIL ACTION:

The City of Pueblo has previously approved identical or substantially similar license agreements with other qualifying telecommunication and broadband providers in the past.

BACKGROUND:

Clarity Telecom, LLC., (D/B/A Bluepeak Fiber)'s website states they strive to create the foundational infrastructure for modern and accessible technology bridging public and private spaces to provide the greatest amount of broadband access to the greatest amount of people. As a qualified broadband service provider, Clarity Telecom, LLC., (D/B/A Bluepeak Fiber) has requested a telecommunications license from the City of Pueblo for installation of a fiber network within the City of Pueblo.

FINANCIAL IMPLICATIONS:

Clarity Telecom, LLC., (D/B/A Bluepeak Fiber), and its customers will pay the City of Pueblo applicable sales and use tax fees, E911 fees and occupation taxes.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Pursuant to federal and state law, the City of Pueblo is prohibited from discriminating among or granting preferences to competing telecommunication providers in the issuance of licenses and from creating or erecting any unreasonable requirements for entry to the City of Pueblo's right of way. As such, the City's alternatives are limited to proposing amendments to the proposed license agreement that are consistent with the foregoing limitations.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. License Agreement

ORDINANCE NO. 10285

AN ORDINANCE APPROVING A LICENSE AGREEMENT
BETWEEN THE CITY OF PUEBLO, A MUNICIPAL
CORPORATION AND CLARITY TELECOM, LLC, DBA
BLUEPEAK FIBER, A DELAWARE LIMITED LIABILITY
COMPANY

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

SECTION 1.

The License Agreement between the City of Pueblo, a Municipal Corporation and Clarity Telecom, LLC, (D/B/A Bluepeak Fiber), a Delaware Limited Liability Company, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with 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 September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022.
- ☐ Disapproved on _____ based on the following objections:



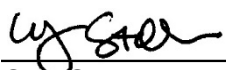
Mayor

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

LICENSE AGREEMENT

This **LICENSE AGREEMENT** ("License Agreement") is entered into this 4th day of August, 2022 (the "Effective Date"), by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), and Clarity Telecom, LLC (D/B/A Bluepeak Fiber), a Delaware Limited Liability Company (hereinafter referred to as "Licensee"). Licensee and City may sometimes be referred to in this License Agreement individually as a "party" or collectively as the "parties."

WITNESSETH

WHEREAS, the City is a Colorado home rule city organized and existing under and by virtue of Article XX of the Colorado Constitution and possesses plenary power and authority over the use and occupation of the public rights of way within its corporate boundaries; and

WHEREAS, Licensee represents and warrants: (a) that it is a "Broadband provider" as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(3), C.R.S., or a "telecommunications provider" as that term is defined under Colorado and federal law, including, but not limited to, §38-5.5-102(9), C.R.S and 47 U.S.C. § 153(51); and (b) that it operates within the geographical boundaries of the City of Pueblo; and

WHEREAS, Licensee provides its telecommunications and/or Broadband services to customers over a network owned, controlled, or leased by Licensee which lines are authorized pursuant to franchise, license agreement, or revocable permit; and

WHEREAS, Licensee may wish to install telecommunications and/or Broadband facilities upon or within certain public rights of way within the corporate boundaries of the City in order to provide telecommunications and/or Broadband services; and

WHEREAS, City is authorized under the constitution and laws of the State of Colorado to grant consent to telecommunications and/or Broadband providers to occupy the public rights of way for such purposes; provided, however, the same shall not be nor constitute the granting of a local franchise under Article 16 of the City's Charter nor shall same ever become or ripen into any franchise; and

WHEREAS, the City and Licensee have agreed to be bound by the terms and conditions set forth herein which shall govern Licensee's use of the public rights of way.

AGREEMENT

NOW, THEREFORE, in consideration of the foregoing recitals and the terms, conditions, and mutual promises set forth herein, the parties agree as follows:

ARTICLE I - DEFINITIONS

As used in this License Agreement, the following terms, phrases, and words shall be ascribed the following meanings, unless the context indicates otherwise. As used in this License Agreement, the word “shall” is mandatory, and the word “may” is permissive. Words not defined herein shall be given their common and ordinary meanings, consistent with the context in which such words are used and the purposes of this License Agreement.

1. “Telecommunications Act” shall mean the Telecommunications Act of 1996 (47 U.S.C. §151, et seq.), as amended.

2. (a) “Facilities” means all physical components of the Licensee used to provide telecommunications and/or Broadband services which are located, or to become located pursuant to this License Agreement, within the City and are reasonably necessary, useful, or convenient to provide telecommunications and/or Broadband services within the territorial boundaries of the City, including, without limitation, poles, wires, cables, pipes, underground conduits, ducts, manholes, vaults, fiber optic cables and devices, switches, equipment boxes and sheds, and other structures and appurtenances. This term shall also include any Facilities which were installed under any prior License Agreement between the City and Licensee.

(b) “Leased Facilities” means all physical components used by Licensee to provide telecommunications and/or Broadband services which are leased to Licensee by third parties who are authorized by separate instruments to maintain same within Rights of Way within the City.

3. “Account” shall mean each telephone, telecommunications and/or Broadband access line or twisted pair equivalent provided by or on behalf of Licensee, if Licensee provides any type of local exchange service, at a customer’s premises over which the customer may send or receive any telephone, telegraph, fax, data, video, or other similar telecommunications and/or Broadband signals; except that “Account” shall not include any customer line used solely for receipt of cable television programming. Provision of a T1 or DS1 line furnished by Licensee to a customer which is connected to switched access service or local exchange service shall be counted as twenty-four (24) accounts; provision of a T3/DS3 shall be counted as six hundred seventy-two (672) accounts.

4. “Jurisdiction” shall mean (a) within the corporate boundaries of the City of Pueblo as now or hereafter constituted, (b) at, upon, under, or across the Pueblo Municipal Airport (“Airport”) and Pueblo Municipal Airport Industrial Park (“Industrial Park”), and (c) all highways, streets, roads, and other rights of way between and connecting the City of Pueblo and the Airport and/or Industrial Park where Facilities are located.

5. “Rights of Way” shall mean City streets, roads, alleys, sidewalk areas, and other dedicated rights of way within the Jurisdiction, together with dedicated utility easements within the Jurisdiction and easements deeded to the City for utility purposes, and including state highways and highways which are part of the federal interstate highway system. The term shall not include

any other property owned or leased by the City for other public use including, without limitation, City parks and open spaces.

6. “PMC” shall mean the Pueblo Municipal Code, as amended, and as same may be amended in the future.

7. “Wireless Communications Facility” or “WCF” means a facility used to provide personal wireless services as defined at 47 U.S.C. Section 332 (c)(7)(C); or wireless information services provided to the public or to such classes of users as to be effectively available directly to the public via licensed or unlicensed frequencies; or wireless utility monitoring and control services.

ARTICLE II - CONDITIONAL CONSENT GRANTED

1. Subject to Licensee’s compliance at all times with all of the terms and conditions of this License Agreement, all of the ordinances referenced herein, all applicable local, state, and federal laws, and further subject to the City’s lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit, and building code requirements) and the City’s prior and superior right to usage for municipal purposes, the City hereby grants to Licensee, insofar as it has or may have the requisite power and authority to do so, a non-exclusive license to make reasonable use of the Rights of Way to construct, install, operate, and maintain Licensee’s Facilities in, through, over, above, and along the City’s Rights-of-Way within the City to and for the benefit of the City and the inhabitants of the City; provided, however, that with respect to state highways, Licensee must separately obtain consent from the Colorado Department of Transportation. This License Agreement shall extend to all areas of the City as it is now constituted, and to additional areas as the City may increase in size by annexation or otherwise.

2. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Rights of Way to any other person or persons, including one or more other telecommunications providers.

3. The City retains the following rights in regard to this license:

(a) To revoke the license and consent hereby granted for misuse, non-use, or failure of Licensee to comply with the provisions hereof;

(b) To use, control, and regulate the use of the City streets, roads, easements, other public places, and the Rights of Way, and the space above and beneath the same; and

(c) To require the removal or relocation of any of the Facilities from the Rights of Way if necessary or desirable, in the sole but reasonable judgment of the City, for any public or municipal purpose or project.

4. The license granted herein to make reasonable use of the Rights of Way shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities. Authorization to utilize the Rights of Way for Wireless Communications Facilities must be obtained through separate authorization specifically permitting the use of the Rights of Way for Wireless Communications Facilities.

ARTICLE III - SCOPE

The license and consent granted by this License Agreement confer only the right to make reasonable use of the Rights of Way for Licensee's provision of telecommunications and/or Broadband services, and it is expressly understood and agreed to by Licensee that Licensee shall not operate a private telecommunications network, Wireless Communications Facilities, nor operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable services" as that term is defined under federal law (47 U.S.C. §522(6)), without proper local, state and federal authorization, as required by law.

ARTICLE IV - OCCUPATION TAX & E911 SURCHARGES

1. To the extent Licensee operates as a local exchange provider, as defined by §40-15-102(18), C.R.S. and/or as an interexchange provider, as defined by §40-15-102(11), C.R.S. the following provisions shall apply:

(a) Licensee understands and acknowledges that City had heretofore adopted Ordinance No. 4267 in December 1976 imposing upon all telecommunications utilities operating within the City, and effective January 1, 1977, an occupation tax as stated in said Ordinance. In its provision of local exchange services, whether directly or through resale, Licensee agrees to be bound by and comply with said Ordinance, including payment of the tax in an amount equal to six dollars (\$6.00) per annum for each Account, payable quarterly in equal installments. In providing local exchange services, Licensee hereby expressly agrees that it is and constitutes a telephone utility within the meaning of Ordinance No. 4267 and Licensee irrevocably waives and relinquishes any right it has or may have to claim or assert that said Ordinance is invalid under law or should not be applied to Licensee, including, without limitation, any claim that said Ordinance violates any provision of state law or the Telecommunications Act.

(b) The City has by Ordinance No. 9864 imposed an emergency telephone charge ("E911 Charge") of one dollar seventy-two cents (\$1.72) per month per exchange access facility, wireless communications access, and interconnected voice-over-internet-protocol service provided within the Jurisdiction, as authorized by §29-11-100.5, et seq., C.R.S. Licensee agrees to collect the E911 Charge from its customers and promptly remit the same monthly E911 Charge to the City as provided by §29-11-103(1), C.R.S.

ARTICLE V - SALES AND USE TAXES

1. Licensee agrees to obtain a sales and use tax license from the City and to comply with all provisions of Title XIV of the Pueblo Municipal Code relating to sales and use taxes.

2. Licensee acknowledges and agrees that to the extent Licensee sells telecommunications services to customers within the City, including the provision of interstate telephone access service and interlata access service, such service is taxable by the City pursuant to §14-4-61(3), PMC, and Licensee shall collect such taxes from its customers and promptly remit same to the City in accordance with Title XIV, PMC.

ARTICLE VI - USE OF RIGHTS OF WAY

1. Facilities shall be located, installed, and maintained so that none of the Facilities endanger the lives, health, or safety of persons, or interfere with any public improvements the City or other governmental entities (including any stormwater, sanitary sewer, or water utilities or enterprises) have in place or may deem proper to make, nor shall the location, installation or maintenance of the Facilities hinder or obstruct the use of the streets or other public ways for their public purposes, including, but not limited to, vehicular and pedestrian traffic. All Facilities shall be so located as to cause minimum interference with the rights and reasonable convenience of property owners of property which adjoins any Right of Way.

2. Prior to the commencement of construction of any portion of its telecommunications system within the City (other than Leased Facilities), Licensee shall furnish to the City the general schematic plans for its Facilities, including system route maps, renderings of equipment boxes and structures, engineering, traffic control, and landscaping plans. In addition, the Licensee shall assess and report on the impact of its proposed construction on the City environment. Such plans and reports may be reviewed by the City to ensure, (a) that all applicable laws including building and zoning codes and air and water pollution regulations are complied with, (b) that aesthetic and good planning principles have been given due consideration, and (c) that adverse impact on the environment has been minimized. The Licensee shall comply with all regulatory requirements of the City lawfully binding on the Licensee and shall incorporate all other reasonable changes to its plans requested by the City.

3. Not less than thirty (30) days prior to construction of any Facilities within the Rights of Way at any specific location, Licensee shall furnish the City's Director of Public Works with detailed plans for such Facilities including detailed location drawings and final architectural, engineering, traffic control, and landscaping plans. Prior to commencing construction, Licensee shall: (a) obtain written approval of the Director of Public Works of the construction plans, (b) procure appropriate excavation permits pursuant to Chapter 6 of Title XII, PMC, and permits required by Chapter 3 of Title XII, PMC, or permits required pursuant to any similar ordinance adopted by City in the future, (c) pay all fees associated with such permits, and (d) comply with all requirements of said Chapters 3 and 6 of Title XII, the terms of said permits, and the City's Standard Construction Specifications and Standard Details adopted March 28, 2005, or as

subsequently revised.

4. All construction, excavation, maintenance, and repair work done by Licensee shall be done in a workmanlike and expeditious manner that minimizes the inconvenience to the City, the general public, and individuals. Licensee shall be liable for any damage to the City or City-owned property caused by Licensee's failure to act in a timely manner. All such construction, excavation, maintenance, and repair work done by Licensee shall comply with all applicable codes of the City and the State of Colorado, and Licensee shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Licensee to perform corrective work. All public and private property disturbed by Licensee's activities shall be promptly restored by Licensee at its expense to substantially its former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Licensee with reasonable remedial action required by said official pursuant to the inspection. Licensee shall be liable to the City for the full cost of restoring any public property not promptly remedied by Licensee as required by said official.

5. The installation, maintenance, renovation, and replacement of Facilities by Licensee shall be subject to regulation by the City including as to (a) the location of Facilities in or upon the streets, alleys, and dedicated easements, (b) the disturbance and reconstruction of pavement, sidewalks, and surface of streets, alleys, dedicated easements, and driveways, (c) the timing and scheduling of work, and (d) the temporary closure of portions of streets and alleys. All Facilities shall be designed and installed so as to cause a minimal amount of interference with public property, water mains, sewer mains, electric and natural gas facilities, street lights, traffic signals, and all other municipal or authorized public use of the Rights of Way. The City's Director of Public Works may direct and require Licensee to locate its Facilities within a defined telecommunications corridor within any street or other Right of Way or otherwise at a specific location to minimize interference with other facilities or utilities. Licensee shall install and maintain its Facilities in such manner as to minimize interference with trees, natural features, and vegetation. Whenever feasible, Licensee shall enter into pole-sharing and conduit-sharing agreements with third parties in order to co-locate its wires and cables upon poles or within the conduit of other telecommunications providers or utilities.

6. Licensee shall, upon reasonable notice of not less than sixty (60) days, and at its sole cost and expense, remove, locate, and relocate its Facilities in, on, over, or under any Rights of Way in such manner as the City may at any time require for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement, or City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of Right of Way by the City. In the event Licensee fails to act within a reasonably allocated time, the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

Licensee may request an extension of time to relocate facilities due to the inability to relocate its Facilities due to the actions or inactions of a third party which is unaffiliated with Licensee and not under contract with or under the control of Licensee. Such request for extension shall not be unreasonably withheld by the City.

7. Except where specifically authorized by the Director of Public Works of the City, all of Licensee's Facilities located within Rights of Way shall be located underground. In locations where wires or cables of franchisees of the City or of authorized local exchange carriers are presently located above-ground, the Director of Public Works will allow Licensee's Facilities to also be located above-ground unless he has specific reasons for not allowing above-ground installation at such location. Thereafter, and notwithstanding that any such authorization had been given, should the City subsequently determine for any area of the City that telephone or telecommunications wires, cable television cables, or electric utility wires located above ground shall be relocated underground, Licensee shall, upon reasonable notice, at its sole cost and expense, relocate its Facilities below ground in cooperation with other affected interests. In the event that Licensee fails to act within a reasonable allocated time the City may cause Licensee's Facilities to be relocated, and Licensee shall be liable to the City for the costs thereof. In the event the City causes Licensee's Facilities to be relocated, the City shall be held harmless for any damages incurred to Licensee's Facilities during such relocation.

8. After execution of this License Agreement, Licensee shall join and associate with the notification association of owners and operators of underground facilities in accordance with the requirements of Article 1.5 of Title 9, Colorado Revised Statutes. Prior to undertaking any excavation within the Rights of Way, Licensee shall comply with the notice requirements of said Article.

ARTICLE VII - ADDITIONAL CITY REGULATION

1. The City expressly reserves its right and duty to adopt, from time to time, in addition to the provisions herein contained, such charter provisions, ordinances, and rules and regulations as may be deemed necessary by the City to promote the health, safety, and welfare of its inhabitants and their property.

2. Notwithstanding anything in this License Agreement to the contrary, Licensee acknowledges that the City is planning to develop a new telecommunications policy which will be implemented through one or more ordinances or resolutions to be adopted by the City Council of the City, and/or through regulations to be adopted by Departments of the City. Licensee agrees that upon adoption of any such policy or regulations after the Effective Date, this License Agreement or any provision thereof may be unilaterally revoked or canceled by the City without cause and replaced with new terms and conditions which shall be made equally applicable within each class of Broadband or telecommunications provider operating within the City.

3. If, during the term of this License Agreement, the City is authorized pursuant to

Colorado Law to collect compensation for use of the Rights of Way by telecommunications providers and the City enacts an ordinance concerning the use of Rights of Way which requires compensation for the use of the Rights of Way from any class of telecommunications providers on a competitively neutral and nondiscriminatory basis within such class, then Licensee shall, in accordance with the terms of such ordinance, pay such compensation.

ARTICLE VIII - COORDINATION AND CONDUIT/POLE SHARING

1. In order to minimize disruption to vehicular traffic and inconvenience to the public, and to enable the limited width of Rights of Way to be apportioned among all utilities, telecommunications providers, and other interests needing to locate or maintain facilities in the Rights of Way for the benefit of the public, it is imperative that pole sharing and conduit sharing be encouraged to the greatest extent possible. In furtherance of such purposes, Licensee agrees that it shall reasonably cooperate with the City, authorized utilities, and other local exchange carriers in placing conduit within the Rights of Way and in sharing unused space within underground conduits owned by Licensee, and upon poles or other above-ground facilities owned by Licensee.

2. Whenever the Licensee intends to install new underground conduit or replace existing underground conduit in a build greater than five hundred (500) feet in length, Licensee shall, whenever feasible, provide the City and all utilities, cable television franchisees, and local exchange carriers authorized to use the Rights of Way, with sixty (60) days advance written notice in order to permit the additional contemporaneous installation of conduit by the City, and such utilities, cable television franchisees, authorized telecommunications providers, and local exchange carriers. If the City desires additional conduit installed, it will so notify the Licensee and the City shall be responsible for the additional incremental expense of installing such additional conduit. If a utility, cable television franchisee, authorized telecommunications provider, or local exchange carrier desires additional conduit installed, it will so notify the Licensee in writing at least ten (10) days prior to the proposed construction date, and such party requesting the additional conduit shall be responsible for a pro-rata expense of installing such additional conduit. This Section is intended to maximize the coordination of facilities located within rights of way, and is not intended to govern routine connections of customers to an installed network not involving significant line extension or other excavations of limited scope.

3. Notwithstanding anything to the contrary in Section 2 of this Article VIII, in order to minimize disruption to the public and enable use of the public rights of way for public purposes, in connection with any installation of underground conduit by Licensee, the City may request Licensee to install one additional conduit for exclusive use by the City for public and municipal purposes. In any such case, Licensee shall install the conduit as requested and the City shall reimburse Licensee only for the cost of the conduit and associated handholes and pull boxes for the conduit, and for the additional incremental expense of installing such additional conduit, handholes, and pullboxes.

ARTICLE IX - INDEMNIFICATION

1. Licensee shall install, construct, maintain, and operate its telecommunications and/or Broadband system in a reasonable manner and shall use commercially reasonable efforts to provide reasonable protection against injury or damage to any and all persons or property. Licensee agrees to indemnify, defend, and hold the City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise from, in whole or in part, Licensee's negligent acts or omissions or failure to comply with the provisions of this License Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Licensee's telecommunications and/or Broadband system, whether or not any act or omission complained of is authorized, allowed, or prohibited by this License Agreement, except to the extent such damages or penalties result from the negligent acts or omissions or intentional or willful and wanton misconduct of the City. The City shall not be liable for, and Licensee shall indemnify, defend, and hold the City harmless from all costs, damages, and claims to the extent arising from or relating to delay by Licensee in performing its obligations hereunder, for any cause whatsoever, except for the negligent acts or omissions or intentional or willful and wanton misconduct of the City, other users of the Rights of Way, or a force majeure event.

2. The City shall provide prompt written notice to the Licensee of the pendency of any claim or action against the City arising out of the operations of the Licensee, the exercise by the Licensee of its rights under this License Agreement or the performance thereof by the Licensee. Licensee shall have sole control over the defense, investigation, and all negotiations for the compromise or settlement of any such claims; however, Licensee shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. The City shall provide Licensee with all reasonable cooperation, information, and assistance in connection with the claim; provided, however, that failure by the City to provide prompt notice of a claim; grant such sole control; and/or provide such cooperation, information and assistance shall not relieve Licensee of its obligations under this Article IX, except to the extent that the City is materially prejudiced by such failure. In the event that Licensee fails to timely assume the defense of any such claim which has been properly and promptly tendered to Licensee. Licensee also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims, or penalties, including all out-of-pocket expenses, reasonable attorneys' fees, and the reasonable value of any services rendered by the City Attorney, his assistants, or any employees of the City (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the City. Nothing herein shall limit the Licensee's obligation of full indemnification under this License Agreement.

ARTICLE X - INSURANCE

Prior to the commencement of any installation of Facilities under this License Agreement, Licensee shall procure and thereafter continuously maintain, for as long as this License Agreement

remains in effect, at Licensee's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than \$2 Million per occurrence, covering liability arising from premises, operations, independent contractors, personal injury, products completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this License Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of right of subrogation against the City and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse, and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Finance prior to commencement of installation of Facilities, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to the City prior to cancellation or material change of any insurance referred to therein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Licensee to furnish a complete copy of the policy including all declarations and endorsements.

ARTICLE XI - TERM

Unless sooner terminated as provided herein, the term of this License Agreement shall be for a period of five (5) years from and after the date of the Agreement. The parties may mutually agree in writing to renew this Agreement at expiration of the initial term.

ARTICLE XII - REMEDIES, TERMINATION, REMOVAL

1. In the event of any breach of the terms of this License Agreement by Licensee, the City shall have the right to obtain one or more of the following remedies, which are expressly agreed to be cumulative, and the exercise of any one (1) or more of them shall not be dependent upon the exercise of any other remedy, nor does the exercise of any one (1) or more of them constitute any bar or limitation to the exercise of any other: (a) specific performance or injunctive relief, (b) monetary damages, and (c) termination. In the event the City is required to commence an action to enforce its rights under this License Agreement or to obtain remedies provided above and the party which substantially prevails therein, shall be entitled to recover its costs, including reasonable attorneys' fees and expert witness fees.

2. Before terminating this License Agreement for cause on account of any default by Licensee, the City shall provide Licensee with written notice of the default and afford Licensee a reasonable period of not less than thirty (30) days in which to cure the default.

3. In the event Licensee abandons the telecommunications or Broadband system installed under the terms of this License Agreement or a certain part thereof or fails to use it for a period of one (1) year, or in the event the term of this License Agreement expires, or this License Agreement is terminated or is canceled for any reason, then Licensee shall remove its telecommunications or Broadband system, or the abandoned portions thereof in the case of a partial

abandonment, at its expense. As an alternative to removal, if mutually agreed to by Licensee and the City, the ownership of the telecommunications or Broadband system (or abandoned portions) may be transferred to the City, in which event, all obligations and liabilities of Licensee under this License Agreement in connection with the portion of the telecommunications or Broadband system so transferred to the City shall terminate.

4. Licensee may cancel this License Agreement at any time, as described below, upon ninety (90) days' written notice to the City, subject to the indemnification requirements of this License Agreement, the removal provisions set forth in Section 3 of this Article XII above, and any other provisions that survive the termination of this License Agreement.

ARTICLE XIII - NOTICES

Except as otherwise provided herein, notice under this License Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested, or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the City:	Mayor 1 City Hall Pl. Pueblo, CO 81003
with a copy to:	Director of Public Works 211 E. "D" Street Pueblo, CO 81003
If to Licensee:	Clarity Telecom, LLC (D/B/A Bluepeak Fiber) 4600 S. Ulster St. Suite 1300 Denver, CO 80237
with a copy to:	Clarity Telecom, LLC (D/B/A Bluepeak Fiber) 4600 S. Ulster St. Suite 1300 Denver, CO 80237 Attention: General Counsel

ARTICLE XIV - EFFECT OF MORE FAVORABLE LICENSE AGREEMENTS

In the event that any wireline telecommunications provider offering telecommunications services, other than cable services, for a fee to the public, or to such classes of users as to be effectively available to the public is granted consent to use the City's Rights of Way pursuant to terms and conditions which, if applied to Licensee, would be more favorable than those included

herein, Licensee shall notify the City of such terms and conditions and Licensee shall have the option to renegotiate with the City with respect to such terms and conditions.

ARTICLE XV - SUCCESSORS AND ASSIGNS

Licensee may sell, transfer, lease, or assign this License Agreement or its rights under this License Agreement, in whole or in part, with prior thirty (30) days' written notice to the City if to: (a) any entity controlling, controlled by, or under common control with Licensee; or (b) any surviving successor entity or newly created successor entity in the event of a merger, reorganization, or consolidation involving Licensee. This License Agreement shall inure to the benefit of and be binding upon the parties hereto and their respective successors and assigns. No provision of this License Agreement shall confer rights or benefits upon any person not a party hereto.

ARTICLE XVI - SIGNATURES

The persons signing this License Agreement on behalf of Licensee represent and warrant that such persons and Licensee have the requisite power and authority to enter into, execute and deliver this License Agreement and that this License Agreement is a valid and legally binding obligation of Licensee enforceable against Licensee in accordance with its terms. This License Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of such components together shall constitute one and the same instrument. This License 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.

ARTICLE XVII - FORCE MAJEURE

Neither party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an Act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

ARTICLE XVIII - LAWS GOVERNING/VENUE

This License Agreement shall be governed by and construed in accordance with the laws of the State of Colorado, and applicable federal law. Venue for any proceeding brought pursuant to this License Agreement shall be in the District Court located in Pueblo County, Colorado or the Federal District Court for the District of Colorado to the extent the dispute involves a federal question.

ARTICLE XIX - COUNTERPARTS; ELECTRONIC DISPOSITION

This Agreement may be executed in multiple counterparts, each of which constitutes an original hereof. Regardless of the number of counterparts, all shall constitute only one agreement. In making proof of this License Agreement, it is not necessary to produce or account for more counterparts than are necessary to show execution by or on behalf of all parties. Furthermore, the original of this License Agreement, including the signature page, may be scanned and stored in a computer database or similar device, and any printout or other output readable by sight, the reproduction of which is shown to accurately reproduce the original of this License Agreement, may be used for any purpose as if it were the original, including proof of the content of the original writing.

ARTICLE XX - PUBLIC DISCLOSURE

The Licensee acknowledges that this License Agreement is public record within the meaning of the Colorado Open Records Act, C.R.S. § 24-72-200.1 *et seq.* as the same may be amended, and accordingly may be disclosed to the public.

ARTICLE XXI - AMENDMENT

This License Agreement may not be amended except pursuant to a written instrument signed by both parties.

ARTICLE XXII - OTHER RIGHTS OF WAY USERS

The parties understand and agree that the Licensor permits other persons and entities to install utility facilities in the PROW. In permitting such work to be done by others, the Licensor shall not be liable to Company for any damage caused by those persons or entities.

ARTICLE XXIII - ENTIRE AGREEMENT

This License Agreement represents the entire understanding and agreement between the parties hereto with respect to the subject matter hereof, supersedes all prior oral negotiations between the parties, and can be amended, supplemented, modified, or changed only by an agreement in writing which makes specific reference to this License Agreement and which is signed by the party against whom enforcement of any such amendment, supplement, modification or change is sought.

[Remainder of Page Intentionally Left Blank – Signature Page Follows]

IN WITNESS WHEREOF, Licensee and the City have executed this License Agreement as of the Effective Date first above written and under the laws of the State of Colorado.

ATTEST:

City Clerk

[SEAL]

ATTEST:

Title: _____

CITY OF PUEBLO,
A Municipal Corporation

By: _____
Mayor

CLARITY TELECOM, LLC
(D/B/A BLUEPEAK FIBER),
A Delaware Limited Liability Company

By: 
Title: CHIEF EXECUTIVE OFFICER



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A DEPARTMENT OF HOMELAND SECURITY GRANT AWARD NO. EMW-2021-FG-07073 AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS2210 FOR THE PURCHASE OF ONE AIR COMPRESSOR AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$45,599 WHICH INCLUDES A TEN PERCENT COST MATCH OF \$4,145.37 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

SUMMARY:

Attached is an agreement between the City of Pueblo and the United States Department of Homeland Security (DHS) concerning a grant award in the amount of \$45,599.00 to replace the Pueblo Fire Department's air compressor.

PREVIOUS COUNCIL ACTION:

Approval of similar United States Department of Homeland Security (DHS) grants in the last several recent years.

BACKGROUND:

The department has an air compressor at Fire Station 1. The compressor is used to refill Self contained Breathing Apparatus (SCBA) bottles. The current compressor breaks down frequently. This grant will allow the department to update equipment, and reduce out of service times. This grant allows the Fire Department to achieve this at a minimal cost to the city.

FINANCIAL IMPLICATIONS:

The anticipated total cost for the project is \$45,599.00. The United States Department of Homeland Security (DHS) share for the air compressor grant is \$41,453.63 and the ten percent City match is \$4,145.37. Staff time will be required for project management, as well as grant monitoring and reporting. The match will be transferred from the Fire Department's Budget in the Public Safety Grant Match Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Extension Request
2. Grant Award

ORDINANCE NO. 10286

AN ORDINANCE APPROVING AND ACCEPTING A DEPARTMENT OF HOMELAND SECURITY GRANT AWARD NO. EMW-2021-FG-07073 AND APPLICABLE CONDITIONS PERTAINING THERETO, ESTABLISHING PROJECT NO. PS2210 FOR THE PURCHASE OF ONE AIR COMPRESSOR AND BUDGETING AND APPROPRIATING GRANT FUNDS IN THE AMOUNT OF \$45,599 WHICH INCLUDES A TEN PERCENT COST MATCH OF \$4,145.37 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Fire Department, to accept grants from the federal government for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the United States Department of Homeland Security ("DHS") has tendered a DHS Grant Award No. EMW-2021-FG-07073 in the amount of \$45599.00, upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Award 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 DHS Grant Award No. EMW-2021-FG-07073 to the City of Pueblo in the amount of \$45599.00, a true copy of which is attached hereto ("Award"), is hereby accepted in accordance with its terms and conditions and is approved. The Mayor is authorized to execute the Award acceptance in the name of and on behalf of the City.

SECTION 2.

Project No. PS2210 Air Compressor Grant is hereby established. The grant amount of \$45599.00 is hereby budgeted and appropriated to Project No. PS2210 for expenditure for the purposes authorized by the grant agreement.

SECTION 3.

The required ten percent match of \$4,145.37 is hereby authorized to be transferred from the Public Safety Grant Match Fund to Project No. PS2210.

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective immediately upon final passage.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

☒ Approved on September 28, 2022.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

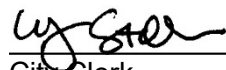
☐ Council did not act to override the Mayor's veto.

☐ 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

From: [Lee, Peter](#)
To: [Barb Huber](#)
Cc: [Laura Solano](#); [Luann Martinez](#)
Subject: [External] RE: Extension to accept
Date: Tuesday, August 23, 2022 5:22:00 AM

External email. Please use caution.

Good morning Chief Huber,

I spoke to my supervisor and noted that you have requested an award acceptance extension request. Extension is permitted for another 30 days post deadline. Once extension is officially granted, you will receive an email from our online grants system, FEMA Go.

V/r,
Peter

From: Barb Huber <bhuber@pueblo.us>
Sent: Friday, August 19, 2022 1:06 PM
To: Lee, Peter <peter.lee@fema.dhs.gov>
Cc: Laura Solano <LSolano@pueblo.us>; Luann Martinez <LMartinez@pueblo.us>
Subject: Extension to accept
Importance: High

CAUTION: This email originated from outside of DHS. DO NOT click links or open attachments unless you recognize and/or trust the sender. Please select the Phish Alert Report button on the top right of your screen to report this email if it is unsolicited or suspicious in nature.

Good morning Peter,

I have an urgent request (if an extension **is not** approved).

I am requesting an extension of the 30 days to accept the grant: EMW-2021-FG-07073 under Fiscal Year (FY) 2021.

The reason for the request is our agenda for city council is already set for Monday.

To process a grant through the city, we have to have an ordinance. The ordinance has a first reading and second reading for city council to approve.

This process, if done under regular timelines, will have approval on Sept 26, 2022. I am requesting an award acceptance deadline of Sept 27, 2022.

Do you approve?

Please reach out with any question.

Respectfully,

Barb Huber
Fire Chief
Pueblo Fire Department

719-553-2830 (office)

719-248-5695(cell)

This e-mail transmission (including any attachments) contains information that is confidential and may be legally privileged. It is intended for the use of the addressee only. If you received this e-mail in error, we request that you contact us immediately by telephone or return e-mail, and that you delete this message from your computer. If you are not the intended recipient, please be advised that any dissemination, distribution, or copying of this e-mail is strictly prohibited. [CoP]

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 08/10/2022



Annamarie Elliss
CITY OF PUEBLO
DEPARTMENT OF FINANCE P.O. BOX 1427
PUEBLO, CO 81002

EMW-2021-FG-07073

Dear Annamarie Elliss,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2021 Assistance to Firefighters Grant (AFG) Grant funding opportunity has been approved in the amount of \$41,453.63 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 10.0% of the Federal funds awarded, or \$4,145.37 for a total approved budget of \$45,599.00. Please see the FY 2021 AFG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2021 AFG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in black ink, appearing to read "Christopher Logan".

Christopher Logan
Acting Assistant Administrator
Grant Programs Directorate

Summary Award Memo

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: CITY OF PUEBLO

UEI-EFT: NJK3BNUDRHJ7

DUNS number: 010620284

Award number: EMW-2021-FG-07073

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2021 Assistance to Firefighters Grants funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$45,599.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$41,453.63
Non-federal	\$4,145.37
Total	\$45,599.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2021 AFG NOFO.

Approved request details:

Equipment

Air Compressor/Cascade/Fill Station (Fixed or Mobile) for filling SCBA

DESCRIPTION

We are requesting one 4-stage, 25 hp, 6000 psi air compressor to connect to an existing fill station and cascade system.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	1	\$45,599.00	\$45,599.00	Equipment

Agreement Articles

Program: Fiscal Year 2021 Assistance to Firefighters Grant

Recipient: CITY OF PUEBLO

UEI-EFT: NJK3BNUDRHJ7

DUNS number: 010620284

Award number: EMW-2021-FG-07073

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Article 1**Assurances, Administrative Requirements, Cost Principles, Representations and Certifications**

I. DHS financial assistance recipients must complete either the Office of Management and Budget (OMB) Standard Form 424B Assurances – Non-Construction Programs, or OMB Standard Form 424D Assurances – Construction Programs, as applicable. Certain assurances in these documents may not be applicable to your program, and the DHS financial assistance office (DHS FAO) may require applicants to certify additional assurances. Applicants are required to fill out the assurances as instructed by the awarding agency. II. DHS financial assistance recipients are required to follow the applicable provisions of the Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards located at Title 2, Code of Federal Regulations (C.F.R.) Part 200 and adopted by DHS at 2 C.F.R. Part 3002. III. By accepting this agreement, recipients, and their executives, as defined in 2 C.F.R. § 170.315, certify that their policies are in accordance with OMB's guidance located at 2 C.F.R. Part 200, all applicable federal laws, and relevant Executive guidance.

Article 2**General Acknowledgements and Assurances**

All recipients, subrecipients, successors, transferees, and assignees must acknowledge and agree to comply with applicable provisions governing DHS access to records, accounts, documents, information, facilities, and staff. I. Recipients must cooperate with any DHS compliance reviews or compliance investigations conducted by DHS. II. Recipients must give DHS access to examine and copy records, accounts, and other documents and sources of information related to the federal financial assistance award and permit access to facilities or personnel. III. Recipients must submit timely, complete, and accurate reports to the appropriate DHS officials and maintain appropriate backup documentation to support the reports. IV. Recipients must comply with all other special reporting, data collection, and evaluation requirements, as prescribed by law, or detailed in program guidance. V. Recipients (as defined in 2 C.F.R. Part 200 and including recipients acting as pass-through entities) of federal financial assistance from DHS or one of its awarding component agencies must complete the DHS Civil Rights Evaluation Tool within thirty (30) days of receipt of the Notice of Award for the first award under which this term applies. Recipients of multiple awards of DHS financial assistance should only submit one completed tool for their organization, not per award. After the initial submission, recipients are required to complete the tool once every two (2) years if they have an active award, not every time an award is made. Recipients should submit the completed tool, including supporting materials, to CivilRightsEvaluation@hq.dhs.gov. This tool clarifies the civil rights obligations and related reporting requirements contained in the DHS Standard Terms and Conditions. Subrecipients are not required to complete and submit this tool to DHS. The evaluation tool can be found at <https://www.dhs.gov/publication/dhs-civil-rights-evaluation-tool>. The DHS Office for Civil Rights and Civil Liberties will consider, in its discretion, granting an extension if the recipient identifies steps and a timeline for completing the tool. Recipients should request extensions by emailing the request to CivilRightsEvaluation@hq.dhs.gov prior to expiration of the 30-day deadline.

Article 3**Acknowledgement of Federal Funding from DHS**

Recipients must acknowledge their use of federal funding when issuing statements, press releases, requests for proposal, bid invitations, and other documents describing projects or programs funded in whole or in part with federal funds.

Article 4**Activities Conducted Abroad**

Recipients must ensure that project activities performed outside the United States are coordinated as necessary with appropriate government authorities and that appropriate licenses, permits, or approvals are obtained.

Article 5	Age Discrimination Act of 1975 Recipients must comply with the requirements of the Age Discrimination Act of 1975, Public Law 94-135 (1975) (codified as amended at Title 42, U.S. Code, § 6101 et seq.), which prohibits discrimination on the basis of age in any program or activity receiving federal financial assistance.
Article 6	Americans with Disabilities Act of 1990 Recipients must comply with the requirements of Titles I, II, and III of the Americans with Disabilities Act, Pub. L. 101-336 (1990) (codified as amended at 42 U.S.C. §§ 12101– 12213), which prohibits recipients from discriminating on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities.
Article 7	Best Practices for Collection and Use of Personally Identifiable Information Recipients who collect personally identifiable information (PII) are required to have a publicly available privacy policy that describes standards on the usage and maintenance of the PII they collect. DHS defines PII as any information that permits the identity of an individual to be directly or indirectly inferred, including any information that is linked or linkable to that individual. Recipients may also find the DHS Privacy Impact Assessments: Privacy Guidance and Privacy Template as useful resources respectively.
Article 8	Civil Rights Act of 1964 – Title VI Recipients must comply with the requirements of Title VI of the Civil Rights Act of 1964 (codified as amended at 42 U.S.C. § 2000d et seq.), which provides that no person in the United States will, on the grounds of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance. DHS implementing regulations for the Act are found at 6 C.F.R. Part 21 and 44 C.F.R. Part 7.
Article 9	Civil Rights Act of 1968 Recipients must comply with Title VIII of the Civil Rights Act of 1968, Pub. L. 90-284, as amended through Pub. L. 113-4, which prohibits recipients from discriminating in the sale, rental, financing, and advertising of dwellings, or in the provision of services in connection therewith, on the basis of race, color, national origin, religion, disability, familial status, and sex (see 42 U.S.C. § 3601 et seq.), as implemented by the U.S. Department of Housing and Urban Development at 24 C.F.R. Part 100. The prohibition on disability discrimination includes the requirement that new multifamily housing with four or more dwelling units—i.e., the public and common use areas and individual apartment units (all units in buildings with elevators and ground-floor units in buildings without elevators)—be designed and constructed with certain accessible features. (See 24 C.F.R. Part 100, Subpart D.)

Article 10	Copyright Recipients must affix the applicable copyright notices of 17 U.S.C. §§ 401 or 402 and an acknowledgement of U.S. Government sponsorship (including the award number) to any work first produced under federal financial assistance awards.
Article 11	Debarment and Suspension Recipients are subject to the non-procurement debarment and suspension regulations implementing Executive Orders (E.O.) 12549 and 12689, which are at 2 C.F.R. Part 180 as adopted by DHS at 2 C.F.R. Part 3002. These regulations restrict federal financial assistance awards, subawards, and contracts with certain parties that are debarred, suspended, or otherwise excluded from or ineligible for participation in federal assistance programs or activities.
Article 12	Drug-Free Workplace Regulations Recipients must comply with drug-free workplace requirements in Subpart B (or Subpart C, if the recipient is an individual) of 2 C.F.R. Part 3001, which adopts the Government-wide implementation (2 C.F.R. Part 182) of Sec. 5152-5158 of the Drug-Free Workplace Act of 1988 (41 U.S.C. §§ 8101-8106).
Article 13	Duplication of Benefits Any cost allocable to a particular federal financial assistance award provided for in 2 C.F.R. Part 200, Subpart E may not be charged to other federal financial assistance awards to overcome fund deficiencies; to avoid restrictions imposed by federal statutes, regulations, or federal financial assistance award terms and conditions; or for other reasons. However, these prohibitions would not preclude recipients from shifting costs that are allowable under two or more awards in accordance with existing federal statutes, regulations, or the federal financial assistance award terms and conditions.
Article 14	Education Amendments of 1972 (Equal Opportunity in Education Act) – Title IX Recipients must comply with the requirements of Title IX of the Education Amendments of 1972, Pub. L. 92-318 (1972) (codified as amended at 20 U.S.C. § 1681 et seq.), which provide that no person in the United States will, on the basis of sex, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any educational program or activity receiving federal financial assistance. DHS implementing regulations are codified at 6 C.F.R. Part 17 and 44 C.F.R. Part 19.

Article 15	Energy Policy and Conservation Act Recipients must comply with the requirements of the Energy Policy and Conservation Act, Pub. L. 94- 163 (1975) (codified as amended at 42 U.S.C. § 6201 et seq.), which contain policies relating to energy efficiency that are defined in the state energy conservation plan issued in compliance with this Act.
Article 16	False Claims Act and Program Fraud Civil Remedies Recipients must comply with the requirements of the False Claims Act, 31 U.S.C. §§3729- 3733, which prohibit the submission of false or fraudulent claims for payment to the Federal Government. (See 31 U.S.C. §§ 3801- 3812, which details the administrative remedies for false claims and statements made.)
Article 17	Federal Debt Status All recipients are required to be non-delinquent in their repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowances, and benefit overpayments. (See OMB Circular A-129.)
Article 18	Federal Leadership on Reducing Text Messaging while Driving Recipients are encouraged to adopt and enforce policies that ban text messaging while driving as described in E.O. 13513, including conducting initiatives described in Section 3(a) of the Order when on official government business or when performing any work for or on behalf of the Federal Government.
Article 19	Fly America Act of 1974 Recipients must comply with Preference for U.S. Flag Air Carriers (air carriers holding certificates under 49 U.S.C.) for international air transportation of people and property to the extent that such service is available, in accordance with the International Air Transportation Fair Competitive Practices Act of 1974, 49 U.S.C. § 40118, and the interpretative guidelines issued by the Comptroller General of the United States in the March 31, 1981, amendment to Comptroller General Decision B-138942.
Article 20	Hotel and Motel Fire Safety Act of 1990 Recipients must ensure that all conference, meeting, convention, or training space funded in whole or in part with federal funds complies with the fire prevention and control guidelines of Section 6 of the Hotel and Motel Fire Safety Act of 1990, 15 U.S.C. § 2225a

Article 21	John S. McCain National Defense Authorization Act of Fiscal Year 2019 Recipients, subrecipients, and their contractors and subcontractors are subject to the prohibitions described in section 889 of the John S. McCain National Defense Authorization Act for Fiscal Year 2019, Pub. L. No. 115-232 (2018) and 2 C.F.R. §§ 200.216, 200.327, 200.471, and Appendix II to 2 C.F.R. Part 200. Beginning August 13, 2020, the statute – as it applies to DHS recipients, subrecipients, and their contractors and subcontractors – prohibits obligating or expending federal award funds on certain telecommunications and video surveillance products and contracting with certain entities for national security reasons
Article 22	Limited English Proficiency (Civil Rights Act of 1964, Title VI) Recipients must comply with Title VI of the Civil Rights Act of 1964, (42 U.S.C. § 2000d et seq.) prohibition against discrimination on the basis of national origin, which requires that recipients of federal financial assistance take reasonable steps to provide meaningful access to persons with limited English proficiency (LEP) to their programs and services. For additional assistance and information regarding language access obligations, please refer to the DHS Recipient Guidance: https://www.dhs.gov/guidance-published-help-department-supported-organizations-provide-meaningful-access-people-limited and additional resources on http://www.lep.gov.
Article 23	Lobbying Prohibitions Recipients must comply with 31 U.S.C. § 1352, which provides that none of the funds provided under a federal financial assistance award may be expended by the recipient to pay any person to influence, or attempt to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with any federal action related to a federal award or contract, including any extension, continuation, renewal, amendment, or modification.
Article 24	National Environmental Policy Act Recipients must comply with the requirements of the National Environmental Policy Act of 1969, (NEPA) Pub. L. 91-190 (1970) (codified as amended at 42 U.S.C. § 4321 et seq. and the Council on Environmental Quality (CEQ) Regulations for Implementing the Procedural Provisions of NEPA, which require recipients to use all practicable means within their authority, and consistent with other essential considerations of national policy, to create and maintain conditions under which people and nature can exist in productive harmony and fulfill the social, economic, and other needs of present and future generations of Americans

Article 25	Nondiscrimination in Matters Pertaining to Faith-Based Organizations It is DHS policy to ensure the equal treatment of faith-based organizations in social service programs administered or supported by DHS or its component agencies, enabling those organizations to participate in providing important social services to beneficiaries. Recipients must comply with the equal treatment policies and requirements contained in 6 C.F.R. Part 19 and other applicable statutes, regulations, and guidance governing the participations of faith-based organizations in individual DHS programs.
Article 26	Non-Supplanting Requirement Recipients receiving federal financial assistance awards made under programs that prohibit supplanting by law must ensure that federal funds do not replace (supplant) funds that have been budgeted for the same purpose through non-federal sources.
Article 27	Notice of Funding Opportunity Requirements All the instructions, guidance, limitations, and other conditions set forth in the Notice of Funding Opportunity (NOFO) for this program are incorporated here by reference in the award terms and conditions. All recipients must comply with any such requirements set forth in the program NOFO.
Article 28	Patents and Intellectual Property Rights Recipients are subject to the Bayh-Dole Act, 35 U.S.C. § 200 et seq, unless otherwise provided by law. Recipients are subject to the specific requirements governing the development, reporting, and disposition of rights to inventions and patents resulting from federal financial assistance awards located at 37 C.F.R. Part 401 and the standard patent rights clause located at 37 C.F.R. § 401.14.
Article 29	Procurement of Recovered Materials States, political subdivisions of states, and their contractors must comply with Section 6002 of the Solid Waste Disposal Act, Pub. L. 89-272 (1965), (codified as amended by the Resource Conservation and Recovery Act, 42 U.S.C. § 6962.) The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. Part 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition.

Article 30	Rehabilitation Act of 1973 Recipients must comply with the requirements of Section 504 of the Rehabilitation Act of 1973, Pub. L. 93-112 (1973), (codified as amended at 29 U.S.C. § 794,) which provides that no otherwise qualified handicapped individuals in the United States will, solely by reason of the handicap, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance.
Article 31	Reporting of Matters Related to Recipient Integrity and Performance General Reporting Requirements: If the total value of any currently active grants, cooperative agreements, and procurement contracts from all federal awarding agencies exceeds \$10,000,000 for any period of time during the period of performance of this federal award, then the recipients must comply with the requirements set forth in the government-wide Award Term and Condition for Recipient Integrity and Performance Matters located at 2 C.F.R. Part 200, Appendix XII, the full text of which is incorporated here by reference in the award terms and conditions.
Article 32	Reporting Subawards and Executive Compensation Reporting of first tier subawards. Recipients are required to comply with the requirements set forth in the government-wide award term on Reporting Subawards and Executive Compensation located at 2 C.F.R. Part 170, Appendix A, the full text of which is incorporated here by reference in the award terms and conditions.
Article 33	Required Use of American Iron, Steel, Manufactured Products, and Construction Materials Recipients and subrecipients must comply with the Build America, Buy America Act (BABAA), which was enacted as part of the Infrastructure Investment and Jobs Act §§ 70901-70927, Pub. L. No. 117-58 (2021); and Executive Order 14005, Ensuring the Future is Made in All of America by All of America's Workers. See also Office of Management and Budget (OMB), Memorandum M-22-11, Initial Implementation Guidance on Application of Buy America Preference in Federal Financial Assistance Programs for Infrastructure. Recipients and subrecipients of federal financial assistance programs for infrastructure are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States-- this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States —this means the manufactured product was manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable

law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project, but are not an integral part of the structure or permanently affixed to the infrastructure project. When necessary, recipients may apply for, and the agency may grant, a waiver from these requirements. (a) When the federal agency has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which the agency determines that: (1) applying the domestic content procurement preference would be inconsistent with the public interest; (2) the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or (3) the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. The agency will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the OMB Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described. For awards by the Federal Emergency Management Agency (FEMA), existing waivers are available and the waiver process is described at 'Buy America' Preference in FEMA Financial Assistance Programs for Infrastructure | FEMA.gov. For awards by other DHS components, please contact the applicable DHS FAO. To see whether a particular DHS federal financial assistance program is considered an infrastructure program and thus required to include a Buy America preference, please either contact the applicable DHS FAO, or for FEMA awards, please see Programs and Definitions: Build America, Buy America Act | FEMA.gov.

Article 34

SAFECOM

Recipients receiving federal financial assistance awards made under programs that provide emergency communication equipment and its related activities must comply with the SAFECOM Guidance for Emergency Communication Grants, including provisions on technical standards that ensure and enhance interoperable communications.

Article 35	Terrorist Financing Recipients must comply with E.O. 13224 and U.S. laws that prohibit transactions with, and the provisions of resources and support to, individuals and organizations associated with terrorism. Recipients are legally responsible to ensure compliance with the Order and laws.
Article 36	Trafficking Victims Protection Act of 2000 (TVPA) Trafficking in Persons. Recipients must comply with the requirements of the government-wide financial assistance award term which implements Section 106 (g) of the Trafficking Victims Protection Act of 2000 (TVPA), codified as amended at 22 U.S.C. § 7104. The award term is located at 2 C.F.R. § 175.15, the full text of which is incorporated here by reference.
Article 37	Universal Identifier and System of Award Management Requirements for System for Award Management and Unique Entity Identifier Recipients are required to comply with the requirements set forth in the government-wide financial assistance award term regarding the System for Award Management and Universal Identifier Requirements located at 2 C.F.R. Part 25, Appendix A, the full text of which is incorporated here by reference.
Article 38	USA PATRIOT Act of 2001 Recipients must comply with requirements of Section 817 of the Uniting and Strengthening America by Providing Appropriate Tools Required to Intercept and Obstruct Terrorism Act of 2001 (USA PATRIOT Act), which amends 18 U.S.C. §§ 175–175c.
Article 39	Use of DHS Seal, Logo and Flags Recipients must obtain permission from their DHS FAO prior to using the DHS seal(s), logos, crests or reproductions of flags or likenesses of DHS agency officials, including use of the United States Coast Guard seal, logo, crests or reproductions of flags or likenesses of Coast Guard officials.
Article 40	Whistleblower Protection Act Recipients must comply with the statutory requirements for whistleblower protections (if applicable) at 10 U.S.C § 2409, 41 U.S.C. § 4712, and 10 U.S.C. § 2324, 41 U.S.C. §§ 4304 and 4310.

Article 41**Acceptance of Post Award Changes**

In the event FEMA determines that changes are necessary to the award document after an award has been made, including changes to period of performance or terms and conditions, recipients will be notified of the changes in writing. Once notification has been made, any subsequent request for funds will indicate recipient acceptance of the changes to the award. Please call the FEMA/GMD Call Center at (866) 927-5646 or via e-mail to ASK-GMD@fema.dhs.gov if you have any questions.

Article 42**Prior Approval for Modification of Approved Budget**

Before making any change to the FEMA approved budget for this award, you must request prior written approval from FEMA where required by 2 C.F.R. section 200.308. For purposes of non-construction projects, FEMA is utilizing its discretion to impose an additional restriction under 2 C.F.R. section 200.308(f) regarding the transfer of funds among direct cost categories, programs, functions, or activities. Therefore, for awards with an approved budget where the federal share is greater than the simplified acquisition threshold (currently \$250,000), you may not transfer funds among direct cost categories, programs, functions, or activities without prior written approval from FEMA where the cumulative amount of such transfers exceeds or is expected to exceed ten percent (10%) of the total budget FEMA last approved. For purposes of awards that support both construction and non-construction work, FEMA is utilizing its discretion under 2 C.F.R. section 200.308(h)(5) to require the recipient to obtain prior written approval from FEMA before making any fund or budget transfers between the two types of work. You must report any deviations from your FEMA approved budget in the first Federal Financial Report (SF-425) you submit following any budget deviation, regardless of whether the budget deviation requires prior written approval.

Article 43**Disposition of Equipment Acquired Under the Federal Award**

For purposes of original or replacement equipment acquired under this award by a non-state recipient or non-state subrecipients, when that equipment is no longer needed for the original project or program or for other activities currently or previously supported by a federal awarding agency, you must request instructions from FEMA to make proper disposition of the equipment pursuant to 2 C.F.R. section 200.313. State recipients and state subrecipients must follow the disposition requirements in accordance with state laws and procedures.

Article 44**Environmental Planning and Historic Preservation (EHP) Review**

DHS/FEMA funded activities that may require an Environmental Planning and Historic Preservation (EHP) review are subject to the FEMA EHP review process. This review does not address all federal, state, and local requirements. Acceptance of federal funding requires the recipient to comply with all federal, state and local laws. DHS/FEMA is required to consider the potential impacts to natural and cultural resources of all projects funded by DHS/FEMA grant funds, through its EHP review process, as mandated by: the National Environmental Policy Act; National Historic Preservation Act of 1966, as amended; National Flood Insurance Program regulations; and any other applicable laws and executive orders. To access the FEMA EHP screening form and instructions, go to the DHS/FEMA website. In order to initiate EHP review of your project(s), you must complete all relevant sections of this form and submit it to the Grant Programs Directorate (GPD) along with all other pertinent project information. The EHP review process must be completed before funds are released to carry out the proposed project; otherwise, DHS/FEMA may not be able to fund the project due to noncompliance with EHP laws, executive orders, regulations, and policies. If ground disturbing activities occur during construction, applicant will monitor ground disturbance, and if any potential archeological resources are discovered the applicant will immediately cease work in that area and notify the pass-through entity, if applicable, and DHS/FEMA.

Article 45**Indirect Cost Rate**

2 C.F.R. section 200.210(a)(15) requires the terms of the award to include the indirect cost rate for the federal award. If applicable, the indirect cost rate for this award is stated in the budget documents or other materials approved by FEMA and included in the award file.

Article 46**Applicability of DHS Standard Terms and Conditions to Tribes**

The DHS Standard Terms and Conditions are a restatement of general requirements imposed upon recipients and flow down to subrecipients as a matter of law, regulation, or executive order. If the requirement does not apply to Indian tribes or there is a federal law or regulation exempting its application to Indian tribes, then the acceptance by Tribes of, or acquiescence to, DHS Standard Terms and Conditions does not change or alter its inapplicability to an Indian tribe. The execution of grant documents is not intended to change, alter, amend, or impose additional liability or responsibility upon the Tribe where it does not already exist.

Article 47**Award Performance Goals**

FEMA will measure the recipient's performance of the grant by comparing the number of items requested in its application, the numbers acquired (ordered, paid, and received) within the period of performance. In order to measure performance, FEMA may request information throughout the period of performance. In its final performance report submitted at closeout, the recipient is required to report on the recipients compliance with the applicable industry, local, state and national standards described in the NOFO.

Article 48**EHP Compliance Review Required**

Under the Modification to a Facility, Equipment, or a component in the Wellness and Fitness Activity, this award includes work, such as ground disturbance, that triggers an EHP compliance review. The recipient is prohibited from committing, obligating, expending, or drawing down FY21 Assistance to Firefighters Grant funds in support of the Modification to Facility, Equipment or a component in the Wellness and Fitness Activity that requires the EHP compliance review, with a limited exception for any approved costs associated with the preparation, conducting, and completion of required EHP reviews. See the FY21 Assistance to Firefighters Grant NOFO for further information on EHP requirements and other applicable program guidance, including FEMA Information Bulletin No. 404. The recipient is required to obtain the required DHS/FEMA EHP compliance approval for this project pursuant to the FY21 Assistance to Firefighters Grant NOFO prior to commencing work for this project. DHS/FEMA will notify you when the EHP compliance review is complete, and work may begin. If the recipient requests a payment for one of the activities requiring EHP compliance review, FEMA may not make a payment for that work while the EHP compliance review is still pending. If FEMA discovers that work has been commenced under one of those activities prematurely, FEMA may disallow costs incurred prior to completion of the EHP compliance review and the receipt of DHS/FEMA approval to begin the work. Please contact your DHS/FEMA AFG Help Desk at 1-866-274-0960 or FireGrants@fema.dhs.gov to receive specific guidance regarding EHP compliance. If you have questions about this term and condition or believe it was placed in error, please contact the relevant Preparedness Officer.

Obligating document

1. Agreement No. EMW-2021-FG-07073	2. Amendment No. N/A	3. Recipient No. 846000615	4. Type of Action AWARD	5. Control No. WX00671N2022T		
6. Recipient Name and Address CITY OF PUEBLO 1 CITY HALL PL PUEBLO, CO 81003		7. Issuing FEMA Office and Address Grant Programs Directorate 500 C Street, S.W. Washington DC, 20528-7000 1-866-927-5646		8. Payment Office and Address FEMA, Financial Services Branch 500 C Street, S.W., Room 723 Washington DC, 20742		
9. Name of Recipient Project Officer Annamarie Elliss		9a. Phone No. 7195532638	10. Name of FEMA Project Coordinator Assistance to Firefighters Grant Program		10a. Phone No. 1-866-274-0960	
11. Effective Date of This Action 08/10/2022	12. Method of Payment OTHER - FEMA GO	13. Assistance Arrangement COST SHARING		14. Performance Period 08/17/2022 to 08/16/2024 Budget Period 08/17/2022 to 08/16/2024		
15. Description of Action a. (Indicate funding data for awards or financial changes)						
Program Name Abbreviation	Assistance Listings No.	Accounting Data(ACCS Code)	Prior Total Award	Amount Awarded This Action + or (-)	Current Total Award	Cumulative Non-Federal Commitment
AFG	97.044	2022-F1-GB01 - P410-xxxx-4101-D	\$0.00	\$41,453.63	\$41,453.63	\$4,145.37
Totals			\$0.00	\$41,453.63	\$41,453.63	\$4,145.37
b. To describe changes other than funding data or financial changes, attach schedule and check here: N/A						
16. FOR NON-DISASTER PROGRAMS: RECIPIENT IS REQUIRED TO SIGN AND RETURN THREE (3) COPIES OF THIS DOCUMENT TO FEMA (See Block 7 for address) This field is not applicable for digitally signed grant agreements						

17. RECIPIENT SIGNATORY OFFICIAL (Name and Title)	DATE
18. FEMA SIGNATORY OFFICIAL (Name and Title)	DATE
Christopher Logan, Acting Assistant Administrator Grant Programs Directorate	08/10/2022



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING A NON-DISCLOSURE AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND COLORADO SPRINGS UTILITIES, AN ENTERPRISE OF THE CITY OF COLORADO SPRINGS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This ordinance approves an NDA with Colorado Springs Utilities regarding information sharing.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

As part of emergency planning and collaboration the City of Pueblo enters into this agreement with Colorado Springs Utilities to allow the sharing of confidential information as it pertains to emergency planning.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10287

AN ORDINANCE APPROVING A NON-DISCLOSURE AGREEMENT BETWEEN PUEBLO, A MUNICIPAL CORPORATION, AND COLORADO SPRINGS UTILITIES, AN ENTERPRISE OF THE CITY OF COLORADO SPRINGS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO that:

SECTION 1.

The Non-Disclosure Agreement ("Agreement") between and Pueblo, a municipal corporation and Colorado Springs Utilities, an enterprise of the City of Colorado Springs, 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 September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022.
- ☐ Disapproved on _____ based on the following objections:

Hilda Leal
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

Lydia

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dan 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 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.

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

ATTACHMENTS:

1. Memorandum of Understanding

ORDINANCE NO. 10288

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 September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022.
- ☐ Disapproved on _____ based on the following objections:

Hilda Leal
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

W. S. Lee
City Clerk

MEMORANDUM OF UNDERSTANDING

THIS MEMORANDUM OF UNDERSTANDING ("Agreement") is made and entered into this 26th day of September, 2022 ("Effective Date") by and between the City of Pueblo, a Colorado municipal corporation ("City") and inhabX, LLC, a Colorado limited liability company ("Developer"). City and Developer are sometimes each referred to as a "Party" and collectively "Parties." WITNESSETH:

WHEREAS, 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"); and

WHEREAS, 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; and

WHEREAS, 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; and

WHEREAS, Developer desires that the District's reversionary interest specified in the December 15, 2021 Quit Claim Deed be extinguished and terminated; and

WHEREAS, the City is the owner of real property adjacent to the Main Street Property, (highlighted in green in the attached Exhibit 1); and

WHEREAS, 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; and

WHEREAS, the Parties desire to enter into an agreement specifying their respective rights and responsibilities with respect to the Main Street Property, in accordance with the terms herein provided;

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

1. RESPONSIBILITIES OF THE DEVELOPER

- (a) Upon execution of this Agreement, Developer shall execute and deliver to the City the Temporary Easement and Right-of-Way document, marked as Exhibit 2, attached hereto and incorporated herein by this reference, thereby granting City a one-year easement and right-of-way to the entirety of the Main Street Property ("Temporary Easement").
- (b) During the one-year term of the Temporary Easement, Developer shall cause the Main Street Property to be surveyed by a surveyor who is licensed by the State of Colorado. Such survey shall specify the location of:
 - (i) the concrete trail (50 feet in width) across the Main Street Property;
 - (ii) a strip of land (50' by 80') located in the northwest portion of Main Street Property adjacent to the City's property (highlighted in green in the attached Exhibit A) and S. Main Street;
 - (iii) a strip of land (50' by 50') located in the southeast portion of the Main Street Property;
 - (iv) a strip of land (20' by 20') located northwest and adjacent to the strip of land described in Section 1 (b) (iii) above(hereinafter collectively the Permanent Easement).
- (c) Following completion of the survey described in Section 1 (b) above, but prior to the expiration of the term of the Temporary Easement, Developer shall grant and convey to the City, a dedicated Permanent Easement and Right-of-Way across the Main Street Property to the land described in Section 1 (b) (i) through (iv) above.
- (d) Consistent with the December 15, 2021 Quit Claim Deed, Developer shall grant and convey the Temporary Easement and Permanent Easement described herein to the City without receiving any financial compensation from the City.

2. RESPONSIBILITIES OF THE CITY

- (a) Upon execution of this Agreement, City shall notify the District that the Developer has provided or agreed to provide the City with the necessary temporary and permanent easements across the Main Street Property to construct and operate Main Street pedestrian bridge and that the City consents to the termination of the District's reversionary interest specified in the December 15, 2021 Quit Claim Deed.
- (b) During the term of the Temporary Easement, City shall use best efforts to complete the installation of the Main Street Pedestrian Bridge (highlighted in brown in the attached Exhibit 1).

3. ASSIGNABILITY

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

4. ENTIRE AGREEMENT; AMENDMENTS

The provisions set forth in this Agreement, and all Exhibits and attachments to this Agreement, constitute the entire and complete agreement of the Parties hereto and supersede all prior written and oral agreements, understandings or representations related thereto. No amendment or modification of this Agreement, and no waiver of any provisions of this Agreement shall be binding unless made in writing and executed by the duly authorized officers of the Parties.

5. NO WAIVER OF GOVERNMENTAL IMMUNITY ACT

The Parties hereto understand and agree that the City and its Mayor, councilors, officials, officers, directors, agents, and employees, are relying on, and do not waive or intend to waive by any provisions of this Agreement, the monetary limitations or any other rights, immunities and protections provided by the Colorado Governmental Immunity Act, § 24-10-101 to 120, C.R.S., or otherwise available.

6. NO THIRD-PARTY BENEFICIARIES.

It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

7. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY.

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

8. SEVERABILITY.

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

9. RULES OF CONSTRUCTION.

The Parties acknowledge that the Parties and their counsel have reviewed and revised this Agreement and that the normal rule of construction to the effect that any ambiguities are to be

resolved against the drafting Party shall not be employed in the interpretation of this Agreement or any exhibits or amendments hereto.

10. WAIVER.

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

11. NOTICES

Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by the United States Postal Service, by registered or certified mail, postage prepaid, or reputable national overnight courier service:

(a) If to City, addressed to:

Mayor
City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, Colorado 81003

with a copy to: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, Colorado 81003

(b) If to Developer, addressed to:

InhabX, LLC
Attn: John Wark
2311 S. Prairie Ave.
Pueblo, CO 81005

or to such other address or person as any Party may from time to time specify in a writing delivered to the other Party in the manner provided in this paragraph. Any notice shall be deemed delivered on the day on which personal delivery is made or three (3) days after deposit in the mail in the case of registered or certified mail, and one (1) business day after deposit in the case of overnight courier.

12. TIME OF ESSENCE / DEFAULT AND REMEDIES

Time is of the essence hereof. If any obligation required to be performed is not performed there shall be the following exclusive remedies:

- (a) If Developer is in Default: In the event Developer defaults in the performance of its obligations hereunder, City shall have the right to (i) terminate this Agreement by written notice to Developer or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained or such obligations enforced by injunction, without the posting of a bond, at the instance and request of the City without the showing of any special damages or an inadequate remedy at law.

by written notice to Developer or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained or such obligations enforced by injunction, without the posting of a bond, at the instance and request of the City without the showing of any special damages or an inadequate remedy at law.

- (b) If City is in Default: In the event City defaults in the performance of its obligations hereunder, Developer shall have the right to (i) terminate this Agreement by written notice to City or (ii) treat this Agreement as being in full force and effect and to obtain specific performance, but not any damages. Such violations may be restrained or such obligations enforced by injunction, without the posting of a bond, at the instance and request of the Developer without the showing of any special damages or an inadequate remedy at law.

13. COUNTERPARTS

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

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

ATTEST:

CITY OF PUEBLO

City Clerk

By _____
Nicholas A Gradisar, Mayor

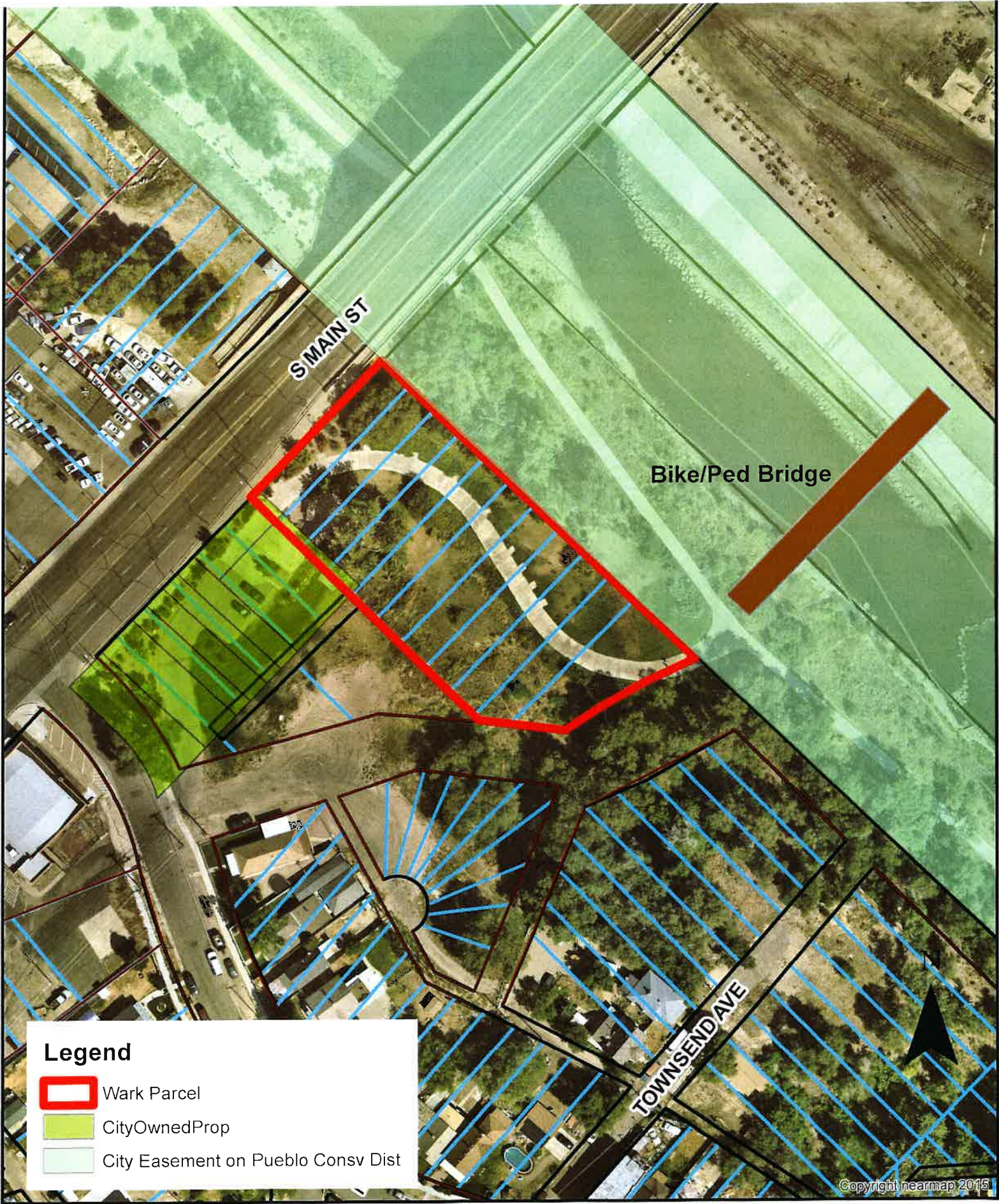
[S E A L]

InhabX, LLC
A Colorado limited liability company



By: (Signature)
John Wark
President and Manager

Exhibit 1



This map is for City of Pueblo planning purposes only.
The City of Pueblo, Colorado does not guarantee
nor provide any warranty, expressed or implied,
as to the representativeness, completeness or accuracy
of maps and data provided herein.

PER PUEBLO WATER:
THIS DRAWING IS FOR GENERAL INFORMATION ONLY.
BEFORE CONSTRUCTION PLANS ARE FINALIZED, YOU MUST
CONTACT THE BOARD'S CIVIL ENGINEER TO VERIFY THAT
THE SIZE, TYPE, LOCATION, ETC. OF THE WATER MAIN(S)
AND/OR THE PROPOSED WATER SERVICE IS CORRECT.

0.00 0.01 0.02 0.03 Miles

Exhibit 2

TEMPORARY EASEMENT AND RIGHT OF WAY

THIS TEMPORARY EASEMENT, granted this 26th day of September, 2022, by inhabX, LLC, a Colorado limited liability company, Grantor, to the City of Pueblo, a Colorado Municipal Corporation, Grantee:

WITNESSETH:

THAT IN CONSIDERATION of the sum of One Dollar (\$1.00) and other good and valuable consideration paid by the Grantee, receipt of which is hereby acknowledged, Grantor hereby grants to Grantee, its successors and assigns, an easement and right of way for the purpose of constructing, maintaining, repairing, replacing, controlling, and demolishing a bridge, access path, irrigation system, public art exhibit, City-installed landscaping improvements, and public utilities (referred to collectively hereinafter as the "Improvements") which will be constructed or installed in, through, over, under and across Grantor's property; for providing public access and use of the Improvements situated in Pueblo County, Colorado, and described as follows: (the "Property")

See Exhibits "A" and "B"

TOGETHER WITH the right to enter upon the Property for the purposes of construction, installation, replacement, maintenance, control, repair, and demolition and the right for public access and use of the Improvements to use so much of the adjoining property of Grantor for said purposes. The Grantor reserves the right to use and occupy the Property for any purpose not inconsistent with the right and privilege above granted and which will not interfere with or endanger any of Grantee's equipment or facilities therein or use thereof.

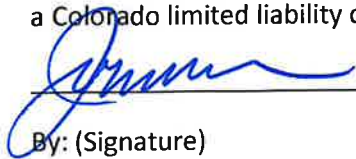
Grantor warrants to Grantee that Grantor (a) has good and sufficient right and title in and to the Property and full power to grant this easement and right-of-way, and (b) will defend Grantee's quiet and peaceful possession of the Property and easement and right-of-way against all persons who may lawfully claim title to the property.

"Grantee" shall include the plural and the feminine. This Easement and Right of Way shall be binding upon, and shall inure to the benefit of the heirs, personal representatives, successors, and assigns of the Grantor and Grantee.

This Temporary Easement shall commence on the date set forth above and shall expire and terminate on September 25, 2023. In the event there is a delay in the construction of the Main Street Pedestrian Bridge, due to circumstances beyond the control of the Grantee, the duration of this Temporary Easement may be extended as agreed to by Grantor and Grantee.

InhabX, LLC

a Colorado limited liability company


By: (Signature)

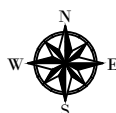
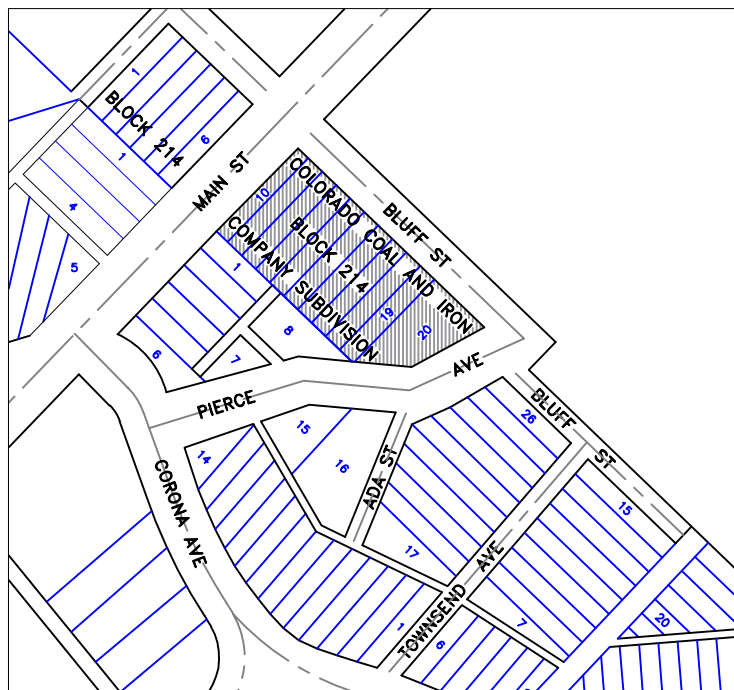
John Wark

President and Manager

EXHIBIT "A"

An easement located on 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 City of Pueblo, County of Pueblo, State of Colorado.

EXHIBIT "B"



SCALE: 1"=250'

Exhibit 3

The City of Pueblo hereby acknowledges to The Pueblo Conservancy District that inhabX, LLC, the Grantee in a Quit Claim Deed dated December 15, 2021 and recorded December 20, 2021, has granted to the City of Pueblo such easements or deeds as are necessary for the placement of the proposed Main Street Bridge abutments. The City of Pueblo consents to The Pueblo Conservancy District releasing and terminating the right of reversion contained in said Quit Claim Deed.

Dated this ____ day of August, 2022

CITY OF PUEBLO

By: _____
Nicholas A. Gradisar, Mayor

ATTEST

* City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dan Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT NO. 3 TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND NEW CF&I INC., A DELAWARE CORPORATION

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign an Amendment No. 3 to an employment agreement with New CF&I Inc., as Delaware corporation (the "Company").

PREVIOUS COUNCIL ACTION:

On October 22, 2018, by Resolution No. 14071, City Council approved an original employment agreement with the Company which authorized the advancement of funds in the amount of \$15 million to the Company in exchange for the Company's commitment to employ, for a seven (7) year period, at least one thousand (1,000) full-time employees whose pre-benefit salaries would average at least \$60,000.

On November 11, 2019, by Ord. No. 9588, City Council approved an amendment to the employment agreement ("Amendment No. 1") which extended the Company's "off ramp" deadline from December 1, 2019 until April 1, 2020.

On March 23, 2020, by Ord. No. 9691, City Council approved an amendment to the employment agreement ("Amendment No. 2") which extended the Company's "off ramp" deadline from April 1, 2020 until July 1, 2020.

BACKGROUND:

Paragraph 2.2 of October 22, 2018 Employment Agreement provided as follows:

2.2. The Parties agree that upon proper application therefor, the City agrees to reimburse Company in an amount not to exceed Eight Hundred Thousand Dollars (\$800,000.00) for the purpose of providing employment training of Company's current and future employees at Pueblo

Community College, Pueblo, CO ("PCC"). The maximum amount for training for each employee shall not exceed Eight Hundred Dollars (\$800.00). The Parties further agree that reimbursement of training expenses is not addressed in or covered by this Agreement but will be the subject of a future amendment to this Agreement upon request of the Company.

Company has requested the attached Amendment No. 3 be approved by the City in order to begin implementation of employee training at PCC

FINANCIAL IMPLICATIONS:

The attached Ordinance authorizes the transfer of \$800,000 from the City's so-called "Half-Cent Economic Development Fund" to pay for the Company's training expenses at PCC.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Company's training expenses at PCC will not be reimbursed and it could be argued that the City would be in breach of the October 22, 2018 Employment Agreement.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

ATTACHMENTS:

1. Employment Agreement

ORDINANCE NO. 10289

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT NO. 3 TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND NEW CF&I INC., A DELAWARE CORPORATION

RECITALS

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

WHEREAS, On October 22, 2018, by Resolution No. 14071, City Council approved an original employment agreement with New CF&I Inc., as Delaware corporation (the "Company") which authorized the advancement of funds in the amount of \$15 million to the Company in exchange for the Company's commitment to employ, for a seven (7) year period, at least one thousand (1,000) full-time employees whose pre-benefit salaries would average at least \$60,000; and

WHEREAS, Paragraph 2.2 of October 22, 2018 Employment Agreement provided as follows:

2.2. The Parties agree that upon proper application therefor, the City agrees to reimburse Company in an amount not to exceed Eight Hundred Thousand Dollars (\$800,000.00) for the purpose of providing employment training of Company's current and future employees at Pueblo Community College, Pueblo, CO ("PCC"). The maximum amount for training for each employee shall not exceed Eight Hundred Dollars (\$800.00). The Parties further agree that reimbursement of training expenses is not addressed in or covered by this Agreement but will be the subject of a future amendment to this Agreement upon request of the Company.

and

WHEREAS, Company has requested the City to approve the attached Amendment No. 3 in order to begin implementation of employee training at PCC; NOW, THEREFORE,

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

SECTION 1.

The City Council finds and determines that the expenditure of Eight Hundred Thousand Dollars (\$800,000.00) for the purpose of providing employment training of Company's current and future employees at Pueblo Community College, Pueblo, CO ("PCC") described in the attached Amendment No. 3 to Employment Agreement ("Amendment No. 3") is for a public purpose and in furtherance of a municipal function and will create employment opportunities justifying the expenditure of public funds. The City Council further finds the economic incentive granted to the

Company hereby meets the standards established by Section 14-4-85 of the Pueblo Municipal Code.

SECTION 2.

The Amendment No. 3 to Employment Agreement, dated September 26, 2022, between the City and the 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. The Mayor is authorized to execute and deliver said Amendment No. 3 in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Funds in the aggregate amount of \$800,000.00 are hereby authorized to be transferred, expended and made available out of the 1992-2026 Sales and Use Tax Capital Improvement Projects Fund for the sole purpose of the job training project authorized herein and in the manner described in the attached Amendment No. 3. The funds hereby authorized to be transferred and expended shall be released, disbursed and paid by the City's Director of Finance as specified in the attached Amendment No. 3.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Amendment No. 3 which are necessary or appropriate to implement the transactions described therein.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022.
- ☐ Disapproved on _____ based on the following objections:



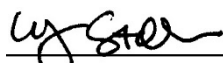
Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST



City Clerk

Amendment No. 3 to Employment Agreement

This Amendment No. 3 to Employment Agreement ("Amendment No. 3") is entered into this 26th day of September, 2022 by and between the City of Pueblo, a Colorado municipal corporation (the "City") and New CF&I Inc., a Delaware corporation (the "Company"). The Company and the City are referred to collectively in this Amendment as the "Parties" and individually, without differentiation, each as a "Party".

Recitals

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

WHEREAS, On October 22, 2018, by Resolution No. 14071, City Council approved an original employment agreement ("Agreement") with the Company which authorized the advancement of funds in the amount of \$15 million to the Company in exchange for the Company's commitment to employ, for a seven (7) year period, at least one thousand (1,000) full-time employees whose pre-benefit salaries would average at least \$60,000; and

WHEREAS, Paragraph 2.2 of October 22, 2018 Employment Agreement provided as follows:

2.2. The Parties agree that upon proper application therefor, the City agrees to reimburse Company in an amount not to exceed Eight Hundred Thousand Dollars (\$800,000.00) for the purpose of providing employment training of Company's current and future employees at Pueblo Community College, Pueblo, CO ("PCC"). The maximum amount for training for each employee shall not exceed Eight Hundred Dollars (\$800.00). The Parties further agree that reimbursement of training expenses is not addressed in or covered by this Agreement but will be the subject of a future amendment to this Agreement upon request of the Company.

and

WHEREAS, Company has requested the City to approve this Amendment No. 3 in order to begin implementation of employee training at PCC. NOW THEREFORE,

Agreement

In consideration of the foregoing recitals and 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:

1. Section 2.2 of the October 22, 2018 Employment Agreement is hereby amended and restated as follows:

2.2. The City agrees to reimburse Company in an amount not to exceed Eight Hundred Thousand Dollars (\$800,000.00) for the purpose of providing employment training of Company's current and future employees at Pueblo Community College, Pueblo, CO ("PCC"). The maximum amount for training for each employee shall not exceed Eight Hundred Dollars (\$800.00).

2. Except as modified by this Amendment No. 3, the provisions of the October 22, 2018 Employment Agreement shall remain unchanged and in full force and effect and fully binding on the Parties, their successors and assigns and said Agreement and this Amendment No. 3 shall be construed together as a single integrated document.

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

CITY OF PUEBLO, A COLORADO
MUNICIPAL CORPORATION

By: Nicholas A. Gradisar, Mayor

ATTEST:

Marisa Stoller, City Clerk

NEW CF&I INC.
A DELAWARE CORPORATION

By: _____
(Signature)

(Print Name) _____

(Print Title) _____

STATE OF _____)
COUNTY OF _____) ss.

The foregoing instrument was acknowledged before me this _____ day of _____, 2022 by _____, as _____ of New CF&I Inc., a Delaware corporation.

Witness my hand and official seal.

My commission expires: _____.

[S E A L]

Notary Public



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dan Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO A HANGAR LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND LOCKHEED MARTIN CORPORATION, A MARYLAND CORPORATION, RELATING TO LAND AND A HANGAR BUILDING AT THE PUEBLO MEMORIAL AIRPORT

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign Amendment No. 2 to a hangar lease between the City and Lockheed Martin Corporation, a Maryland corporation ("Company") pertaining to land and a hangar building located at the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

On July 24, 2017, by Resolution No. 13734, City Council approved the original two year hangar lease between the City and Company.

On August 24, 2020, by Ordinance No. 9772, City Council approved an amendment to the original lease agreement ("Amendment No. 1") which:

- Extended term of the lease by two years, with the Company having the option to renew the lease for an additional two terms of one year each.
- Company agreed to pay landing fees and further agreed to reimburse the City for snow removal.
- Company agreed to lease the hangar and the property on a "triple net" basis with the Company paying all applicable taxes, insurance and utilities. In addition, the Company agreed to pay the City of Pueblo's combined service fee.
- The City agreed to install certain electrical upgrades to the hangar building, in an amount not to exceed Thirty-two Thousand Dollars (\$32,000.00) in accordance with specifications agreed to by the parties.

BACKGROUND:

The City and the Company have negotiated a second extension to the hangar lease containing the following terms and conditions:

1. The lease is extended for an additional two (2) years through July 23, 2024.
2. Company shall pay rent to the City as follows:

Dates	Amount of Rent per Month
07/24/22 to 07/23/23	\$6,500.00
07/24/23 to 07/23/24	\$7,000.00

3. The City has agreed to install a new concrete floor in the front office area of the building at a cost not to exceed \$70,000.

FINANCIAL IMPLICATIONS:

As set forth above.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council has the option of not extending the lease or not agreeing to install a new concrete floor in the front office area of the hangar.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

ATTACHMENTS:

1. Amendment No. 2

ORDINANCE NO. 10290

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AMENDMENT NO. 2 TO A HANGAR LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND LOCKHEED MARTIN CORPORATION, A MARYLAND CORPORATION, RELATING TO LAND AND A HANGAR BUILDING LOCATED AT THE PUEBLO MEMORIAL AIRPORT

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

SECTION 1.

The Amendment No. 2 to Hangar Lease ("Amendment No. 2") between the City of Pueblo, a Colorado municipal corporation and Lockheed Martin Corporation, a Maryland corporation ("Company") dated September 26, 2022, a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver the Amendment No. 2 in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Amendment No. 2 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 September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022 .
- ☐ Disapproved on _____ based on the following objections:

Nilda Leal
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

Lyssa
City Clerk

AMENDMENT NO. 2 TO LEASE

THIS AMENDMENT NO. 2 TO LEASE ("Amendment No. 2") is entered into this 26th day of September, 2022 between the City of Pueblo, a Colorado municipal corporation ("Lessor") and Lockheed Martin Corporation, a Maryland corporation ("Lessee"). Lessor and Lessee may be individually referred to herein as "Party" or collectively referred to as "Parties."

WHEREAS, Lessor and Lessee entered into an original Lease (as amended as set forth below, collectively, the "Lease") dated July 24, 2017 through which Lessor leases approximately 22,500 rentable square feet (the "Leased Premises") located 32501 Walt Bassett Ave., Pueblo, CO 81001 ("Building") and

WHEREAS, Lessor and Lessee entered into that certain Lease Commencement Agreement dated September 11, 2017 in which the parties confirmed certain dates related to the Lease Term and corrected the address of the Building;

WHEREAS, Lessor and Lessee entered into an Amendment to the Lease dated August 24, 2020 ("Amendment No. 1") in which the Lessor agreed to install certain electrical upgrades to the Leased Premises and Lessor and Lessee agreed to extend the Lease term; and

WHEREAS, Lessee has requested that Lessor install a new concrete floor in the front office area of the Building and Lessor has agreed to do so and the Parties desire to expand the Leased Premises and extend the Lease term.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Lessor and Lessee agree as follows:

1. Leased Premises. Section 1.03 of the Lease, as amended by Section 1 of Amendment No. 1 is rescinded and replaced and restated as follows:

1.03 Prior to December 31, 2022, Lessor shall install a new concrete floor in the 3,600 square foot front office area of the Building ("Expansion Space") as shown on Exhibit A attached hereto, at Lessor's sole cost and expense, in an amount not to exceed Seventy Thousand Dollars (\$70,000.00). Upon completion of such concrete floor installation and delivery of the Expansion Space to Lessee ("Expansion Space Commencement Date"), the Leased Premises shall be expanded to include both

the original 22,500 square foot Leased Premises and the Expansion Space, for a total Leased Premises of 26,100 square feet. Beginning on the Expansion Space Commencement Date and continuing throughout the Lease term, "Leased Premises" shall mean the entire 26,100 square foot Leased Premises for all purposes therein. Promptly following the Expansion Space Commencement Date, Lessor shall prepare a commencement certificate to be executed by Lessor and Lessee; such commencement certificate shall confirm the Expansion Space Commencement Date and the date on which Lessee has the ability to store items on the cured concrete slab in the Expansion Space.

2. Term. Section 2.01 of the Lease, as amended by Section 2 of Amendment No. 1 is rescinded and replaced and restated as follows:

2.01 The term of this Lease is from July 24, 2022 ("Commencement Date") through July 23, 2024.

3. Rent. Section 3.01 of the Lease, as amended by Section 4 of Amendment No. 1 is rescinded and replaced and restated as follows:

3.01 Lessee shall pay to Lessor monthly rent ("Base Rent") in advance, without notice or demand, beginning on the Commencement Date and on the 1st day of each month thereafter during the entire term, as follows:

<u>Dates</u>	<u>Amount of Base Rent per Month</u>
07/24/22 to Expansion Space Commencement Date	\$5,603.45
Expansion Space Commencement Date to 07/23/23	\$6,500.00
07/24/23 to 07/23/24	\$7,000.00

Base Rent for any partial months shall be pro-rated based on the number of days in such month.

4. Renewal Option. Lessee shall have the option to extend the term of the Lease for one (1) period of two (2) years ("Option Term") by providing written notice thereof to Lessor no later than ninety (90) days prior to the expiration of the Lease term. The Option Term shall be under the same terms and conditions as the Lease, except that the Base Rent payable during the Option Term shall be as follows:

<u>Dates</u>	<u>Amount of Base Rent per Month</u>
07/24/24 to 07/23/25	\$7,500.00
07/24/25 to 07/23/26	\$8,000.00

5. Lessee's Notice Address. Notwithstanding anything in the Lease to the contrary, Lessee's address for notices is hereby amended to the following:

1111 Lockheed Martin Way
Mail Stop BB-15S/157-2E7
Sunnyvale, CA 94088
Attn: Facilities Manager

With a copy of all invoices and legal notices to:

LMC Properties, Inc.
100 South Charles Street
Suite 1400
Baltimore, MD 21201
Attn: Lease Administration

6. Ratification of Prior Lease. The Lease between the Parties, which is incorporated herein by this reference, shall remain in full force and effect, except as amended by this Amendment No. 2.

[Signature Page Follows]

Executed at Pueblo, Colorado, the day and year first above written.

LESSOR:

CITY OF PUEBLO

A Colorado Municipal Corporation

[Seal]

By: _____
Nicholas A. Gradisar
Mayor

Attest: _____
City Clerk

LESSEE:

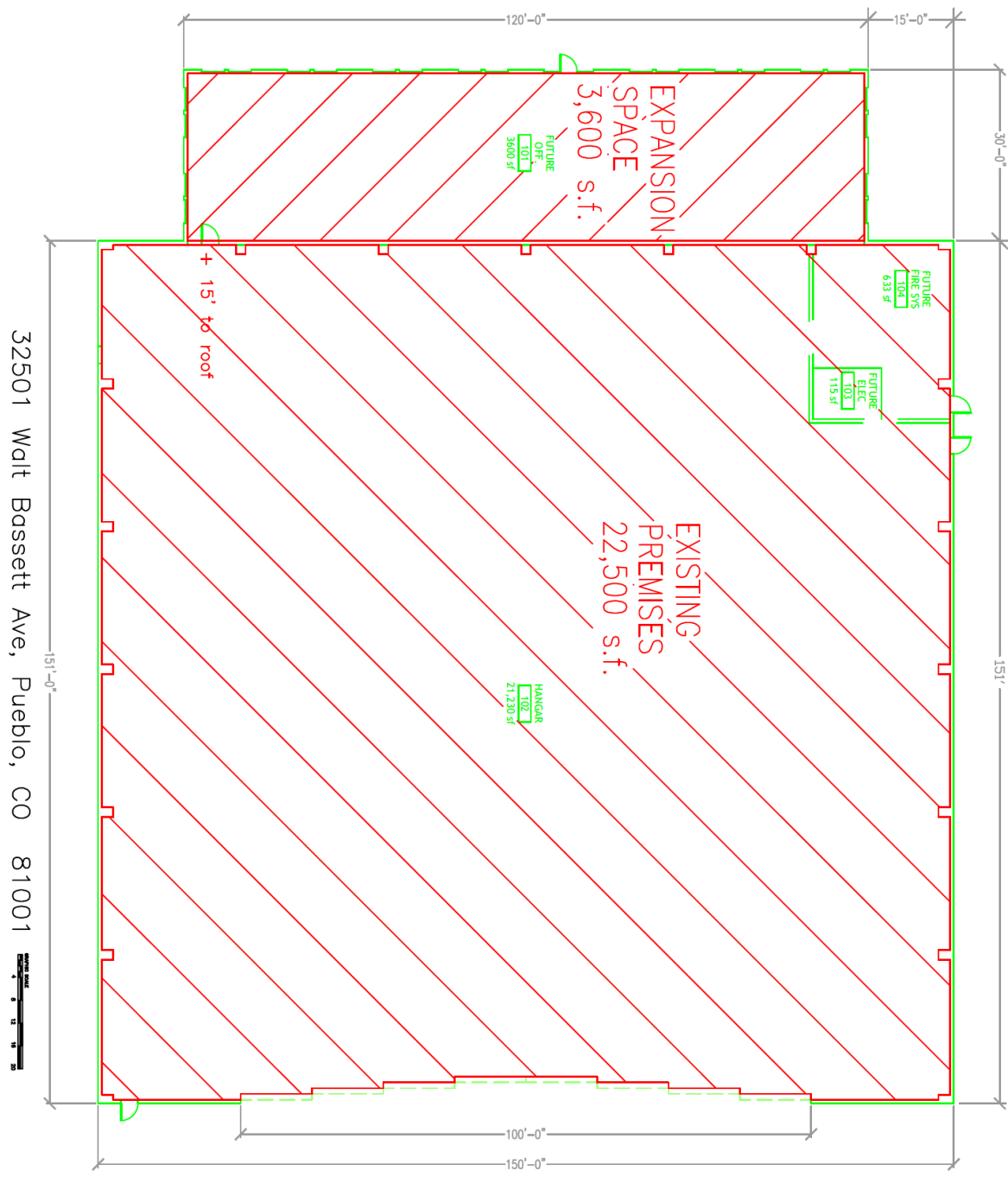
LOCKHEED MARTIN CORPORATION

A Maryland corporation

By: LMC Properties, Inc., Attorney in Fact
under Irrevocable Power of Attorney effective June 9, 2022

By  8-18-2022 _____
Name: Jed Prossner
Title: Real Estate Manager

EXHIBIT A





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Dan Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A CONSTRUCTION PROJECT AT 32501 WALT BASSET AVENUE, PUEBLO, CO 81001

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign Amendment No. 2 to a hangar lease between the City and Lockheed Martin Corporation, a Maryland corporation ("Company") pertaining to land and a hangar building located at the Pueblo Memorial Airport.

PREVIOUS COUNCIL ACTION:

On July 24, 2017, by Resolution No. 13734, City Council approved the original two year hangar lease between the City and Company.

On August 24, 2020, by Ordinance No. 9772, City Council approved an amendment to the original lease agreement ("Amendment No. 1") which:

- Extended term of the lease by two years, with the Company having the option to renew the lease for an additional two terms of one year each.
- Company agreed to pay landing fees and further agreed to reimburse the City for snow removal.
- Company agreed to lease the hangar and the property on a "triple net" basis with the Company paying all applicable taxes, insurance and utilities. In addition, the Company agreed to pay the City of Pueblo's combined service fee.
- The City agreed to install certain electrical upgrades to the hangar building, in an amount not to exceed Thirty-two Thousand Dollars (\$32,000.00) in accordance with specifications agreed to by the parties.

BACKGROUND:

The City and the Company have negotiated a second extension to the hangar lease containing the following terms and conditions:

1. The lease is extended for an additional two (2) years through July 23, 2024.
2. Company shall pay rent to the City as follows:

Dates	Amount of Rent per Month
07/24/22 to 07/23/23	\$6,500.00
07/24/23 to 07/23/24	\$7,000.00

3. The City has agreed to install a new concrete floor in the front office area of the building at a cost not to exceed \$70,000.

FINANCIAL IMPLICATIONS:

As set forth above.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council has the option of not extending the lease or not agreeing to install a new concrete floor in the front office area of the hangar.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

ATTACHMENTS:

1. LOCKHEED - PDF Management Agreement

ORDINANCE NO. 10291

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A CONSTRUCTION MANAGEMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION, RELATING TO A CONSTRUCTION PROJECT AT 32501 WALT BASSET AVENUE, PUEBLO, CO 81001

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

SECTION 1.

The Construction Management Agreement ("Agreement"), dated September 26, 2022 between the City of Pueblo, a Colorado municipal corporation and the Pueblo Development Foundation, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney is hereby approved. The Mayor is authorized to execute and deliver the Agreement in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on September 12, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on September 28, 2022.
- ☐ Disapproved on _____ based on the following objections:

Nilda Leal
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

W. G. S.
City Clerk

CONSTRUCTION MANAGEMENT AGREEMENT

THIS CONSTRUCTION MANAGEMENT AGREEMENT ("Agreement") is entered into effective September 26, 2022, between the City of Pueblo, a municipal corporation ("City") and Pueblo Development Foundation, a Colorado nonprofit corporation ("PDF"). City and PDF are sometimes referred to herein as a "Party" and collectively, the "Parties." WITNESSETH:

WHEREAS, City is the owner of a building containing approximately 22,500 rentable square feet located 32501 Walt Bassett Ave., Pueblo, CO 81001 (the "Property"); and

WHEREAS, since approximately July 24, 2017, the Property has been leased to the Lockheed Martin Corporation, a Maryland Corporation ("Lockheed"); and

WHEREAS, the City is simultaneously entering into an Amendment No. 2 (of even date herewith) to the lease between the City and Lockheed for the Property which extends the term of the lease by two years but also requires the City to install a new concrete floor in the front office area of the Property ("renovation of the Property") at City's sole cost and expense; and

WHEREAS, City desires to engage PDF to provide construction management services in connection with the renovation of the Property; and

WHEREAS, City will reimburse PDF funds for the renovation of the Property and PDF is willing to oversee and manage such construction, on the condition that the City pay PDF an agreed upon management fee.

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, City and PDF agree as follows:

Section 1. Renovation. PDF will oversee and manage the installation of a new concrete floor in the front office area of the Property for an amount not to exceed Seventy Thousand Dollars (\$70,000.00) including PDF's management fee. Time is of the essence hereof. The Parties agree that renovation of the Property shall be completed on or before December 31, 2022.

Section 2. Requests for Payment. PDF shall file with City's Director of Finance written requests for payment certified to be true and correct by an officer of PDF or its representative that the amounts included in each request for payment have not been included in any prior request for payment and are for the actual cost of renovating the Property, identifying the construction work for which payment is sought has been completed. All City Funds disbursed directly to PDF shall be held in trust by PDF for the sole and only purpose of paying for renovation of the Property.

Section 3. Management Fee. City shall pay PDF three percent (3%) of the total costs of renovating the Property to be retained by PDF as payment in full of PDF's construction management fee.

Section 4. Additional Documents or Action. The Parties agree to execute any additional documents or take any additional action that is necessary to carry out this Agreement.

Section 5. Counterparts. This Agreement may be executed in several counterparts, each of which shall be deemed an original and all of which shall constitute but one and the same instrument.

Section 6. Minor Changes. The Parties executing this Agreement are authorized to make non-substantive corrections to this Agreements, if any, as the Parties mutually consider necessary.

Section 7. Good Faith of Parties. In the performance of this Agreement or in considering any requested approval, acceptance, or extension of time, the Parties agree that each will act in good faith and will not act unreasonably, arbitrarily, capriciously, or unreasonably withhold, condition, or delay any approval, acceptance, or extension of time required or requested pursuant to this Agreement.

Section 8. Venue and Waiver of Jury Trial. In the event of any litigation arising under this Agreement, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado and each Party submits to the personal and subject matter jurisdiction of such District Court. To the full extent allowed by law, each Party waives its right to a jury trial.

Section 9. Notices. Any notice required or permitted to be given or delivered under this Agreement shall be in writing and shall be given by personal delivery, or by the United States Postal Service, by registered or certified mail, postage prepaid, or reputable national overnight courier service:

(a) If to City, addressed to:

Mayor
City of Pueblo
1 City Hall Place, 2nd Floor
Pueblo, Colorado 81003

with a copy to: City Attorney
1 City Hall Place, 3rd Floor
Pueblo, Colorado 81003

(b) If to PDF, addressed to:

President
301 N. Main Street, Suite 210
Pueblo, CO 81003

or to such other address or person as any Party may from time to time specify in a writing delivered to the other Party in the manner provided in this paragraph. Any notice shall be deemed delivered on the day on which personal delivery is effected or three (3) days after deposit in the mail in the case of registered or certified mail, and one (1) business day after deposit in the case of overnight courier.

Section 10. Authority to Sign. The persons signing this Agreement in the name of and on behalf of PDF represent and warrant that they and PDF have the requisite power and authority to enter into, execute, and deliver this Agreement, and that this Agreement is a valid legally binding obligation of PDF enforceable against PDF in accordance with its terms. When executed by the City and PDF, this Agreement shall constitute a binding Agreement and shall be binding upon and inure to the benefit of the Parties and their respective successors and permitted assigns.

Section 11. Severability. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

Section 12. Drafters. Each party acknowledges that this Agreement was fully negotiated by the parties and, therefore, no provision of this Agreement shall be interpreted against any party because such party or its legal representative drafted such provision.

Section 13. Attorneys' Fees. In the case of any litigation among the parties under this Agreement, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

Section 14. Assignment. This Agreement shall be binding upon and inure to the benefit of City and PDF and their respective successors and assigns, provided PDF may not assign this Agreement or any of its rights hereunder without the prior written consent of City.

EXECUTED at Pueblo, Colorado as of the day and year first above written.

CITY OF PUEBLO,
a Colorado Municipal Corporation

By: _____
Nicholas A. Gradisar, Mayor

Attest: _____
City Clerk

Approved as to form:

City Attorney

PUEBLO DEVELOPMENT FOUNDATION
a Colorado Non-profit Corporation

By: _____
Robert L. Root, President

Attest: _____
Secretary



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: September 26, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN EMERGENCY ORDINANCE APPROVING AND ACCEPTING THE COLORADO FIREFIGHTER SAFETY AND DISEASE PREVENTION GRANT, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$17,111.52 INTO PROJECT NO. PS2211 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

SUMMARY:

The approved grant is for the health and wellness of firefighters and the purchasing of equipment.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of this grant is to provide additional physicals to individuals who conduct fire investigations, and also to purchase extra technical rescue equipment.

FINANCIAL IMPLICATIONS:

None. This grant is 100% reimbursed by the state.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Fire Grant - Award Agreement
2. Fire Grant - TermsConditions

ORDINANCE NO. 10292

AN EMERGENCY ORDINANCE APPROVING AND ACCEPTING THE COLORADO FIREFIGHTER SAFETY AND DISEASE PREVENTION GRANT, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$17,111.52 INTO PROJECT NO. PS2211 FOR THE PURPOSES AUTHORIZED BY THE GRANT AGREEMENT

WHEREAS, the Colorado Division of Fire Prevention and Control has tendered a grant award to the City of Pueblo in the amount of \$17,111.52, and

WHEREAS, acceptance of the award is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Colorado Firefighter Safety and Disease Prevention Grant in the amount of \$17,111.52 ("Grant Agreement"), a true copy of which are attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute the Grant Agreement in the name of the City.

SECTION 2.

Project No. PS2211 is hereby established. Funds in the amount of \$17,111.52 shall be budgeted and appropriated into Project No. PS2211. There is a no match requirement for the City. The total project amount of \$17,111.52. is hereby budgeted and appropriated to Project No. PS2211 for expenditure consistent with and for the purposes authorized by the Grant Agreement.

SECTION 3.

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

SECTION 4.

City must accept the Grant Agreement on or before September 12, 2022 in order to receive the funding authorized under said grant. Based thereon and pursuant to Section 3-20 of the City Charter, the City Council declares that an emergency exists requiring immediate passage and approval of this Ordinance. 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 September 26, 2022.

Final adoption of Ordinance by City Council on September 26, 2022.



President of City Council

Action by the Mayor:

☒ Approved on September 28, 2022.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

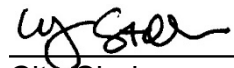
☐ Council did not act to override the Mayor's veto.

☐ 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

September 9, 2022

c/o Pueblo Fire Department
1 City Hall Place
Pueblo Co 81003

FDID#: 10145

Response ID#: 22234

RE: 2021-22 CO Firefighter Safety and Disease Prevention (FFSDP) Grant

Dear Mayor Nicholas Gradisar:

Congratulations, DFPC awards your agency the 2021-22 Firefighter Safety and Disease Prevention Grant. Please promptly notify DFPC's Grants Manager of your agency's decision to **accept or reject this award on page 2 of this grant agreement. The agency's executive must complete, sign and date the award.** Submit this completed agreement with your award decision to the DFPC grants email [immediately](#).

Your department is eligible for reimbursement of purchased approved items listed below, up to the awarded: priority item, quantity and amount. The grant award amount approved by the Director is **\$ 17,111.52**.

DFPC advises purchasing approved items upon acceptance of this award.

Your agency is eligible for reimbursement of the following FFSDP Grant equipment and/or training:

Grant Approved Priority Items for Purchase

Priority Item Name & Description	Quantity Required	Unit Cost	Extended Price	ACTUALS *(DFPC Staff)
Specialty Rescue Equipment: Paratech MultiForce Air Lifting Bag	1	\$ 6,669.00	\$ 6,669.00	\$ 0.00
Specialty Rescue Equipment: Westech Rigging Supply 100G Chain Set	1	\$3,830.52	\$3,830.52	\$ 0.00
NFPA 1582 Baseline Physicals with Vaccinations - Concentra Baseline Firefighter Physical	12	\$ 551.00	\$ 6,612.00	\$ 0.00
				\$ 0.00
				\$ 0.00
GRANT TOTAL			\$ 17,111.52	\$ 0.00

*Totals are subject to change as Grants are limited to \$20,000 maximum.

FFSDP Grant Reimbursements of approved purchases is pursuant to this grant award and must comply with state fiscal and procurement rules including, upon payment of goods & services received. Agencies must provide complete reimbursement documentation outlined on page 2 of this agreement **no later than October 31, 2022. Incomplete reimbursement requests including non-compliance with outstanding follow-up requests of necessary documentation are ineligible for payment and may not be honored. The Reimbursement Request deadline is mandatory without exception.**

Grant recipients are required to maintain complete grant related financial records for a period of five (5) years after the date of the grant award letter. The 2022 CO Firefighter Safety and Disease Prevention Grant period will close on **December 30, 2022.**

To receive grant reimbursement submit a complete FFSDP Grant Reimbursement Request Packet including documentation outlined below to the Grants Manager at cdps_dfpc_grants@state.co.us.

Please make a copy of grant receipts for your records. Items purchased and requested for reimbursement must match those outlined in the signed grant award agreement. The DFPC reserves the right to withhold reimbursement for items not originally requested and/or approved.

A Completed Firefighter Safety and Disease Prevention Grant Reimbursement Request Packet consists of:

- An itemized vendor invoice(s) containing the Approved Item(s), unit costs, quantity and total.
- Proof of payment including, copies of original payment, such as a cleared check or credit card receipt, as well as the corresponding bank and/or credit card statement.
- All of the following forms must be completed, signed & submitted by your agency to DFPC:
 - A completed and signed W-9;
 - A completed and signed Reimbursement Request Form, and
 - A copy of the complete award contract dated, with your name printed, and signed indicating your understanding and agreement of the grant process, acceptance of the terms and conditions outlined therein. You are encouraged to make a copy of this contract for your records.

Submit a completed Grant Reimbursement Request to the Grants email at cdps_dfpc_grants@state.co.us. Purchased items must match the grant award. ***A complete reimbursement packet is required as outlined above prior to any reimbursement.***

STATE'S RIGHT TO CANCEL

This grant opportunity does not obligate the state to award a contract and the state reserves the right to cancel the solicitation if it is considered to be in its best interest due to lack of funding, early termination, public interests, agency priorities or other considerations. DFPC reserves the right to withhold reimbursement inconsistent with the original grant application, for items not awarded through grant award letter(s) including, Reconsideration and Equipment Substitution, or any purchase made that violates state fiscal rules and procurement policies will not be honored. ***Model Small Dollar Grant Award Terms and Conditions*** apply in addition to Colorado Fiscal Rules including the Procurement Code policies including, but not limited to *Conflicts of Interests*.

Accept Award



Reject Award/unable to use grant funds



Please have *the organizational executive or financial representative* print, sign and date this award letter indicating understanding and agreement with the grant process, acceptance and agreement of these terms as outlined herein. Please make a copy of this signed award letter for your records.

Print Name Nicholas Gradisar

Sign Name Nicholas Gradisar

Date 9/9/2022

Please submit inquiries, and reimbursement requests with supporting documentation to cdps_dfpc_grants@state.co.us.

Sincerely,



Mike Morgan, Director
Colorado Division of Fire Prevention & Control



STATE CONTROLLER POLICY

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

STATE CONTROLLER POLICY

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, or 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 Agreement.

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

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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

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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 POLICY

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

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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

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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.

Please have the organizational executive or financial representative print their name, sign and date this *Model Small Dollar Grant Award Terms and Conditions* indicating understanding and agreement with the grant process, acceptance and agreement of these terms as outlined herein. Please make a copy of this signed award letter for your records.

Print Executive's Name:

Nicholas Gradisar

Executive Signature:

Nicholas Gradisar

Signature Date:

9/9/2022