



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

**MONDAY, DECEMBER 12, 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 Steve Chavez, Praise Assembly of God
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**
- 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 November 28, 2022, as distributed.

J1 City Council Minutes for November 28, 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 \$14,136.14 to Merriman Land Works dba Flat & Fancy for Project No. 22-098, Juan Madrid Avenue and 9th Street Concrete Repairs, setting forth \$3,163.86 for contingencies, and authorizing the

Purchasing Agent to execute same

- M2 A Resolution awarding a construction contract in the amount of \$105,912 to Doug Vaughn, LLC., a Limited Liability Company, for Project No. 22-077, Miscellaneous Repairs - Phase 2, setting forth \$15,868 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution transferring \$588,119 from the Airport Fund to Project No. AP2204 - East GA Apron Rehabilitation
- M4 A Resolution awarding an agreement for professional services in the amount of \$14,800 to Jolene Collins to complete curriculum revision and serve as the class instructor for the Pueblo Food Project Entrepreneur Development Program
- M5 A Resolution awarding an agreement for professional services in the amount of \$7,300 to Joslyn Rafferty-Cammer to complete work as the Youth Led Chicken Coop Coordinator
- M6 A Resolution approving revisions to the Standard Construction Specifications and Standard Details for the City of Pueblo
- M7 A Resolution Naming the Arkansas River Levee Pedestrian Bridges After Charles W. Lee and G. Harvey Nuckolls
- M8 A Resolution ratifying the appointment of Iris Clark and Trisha Macias to the Pueblo City-County Library District Board of Trustees
- M9 A Resolution confirming the appointment by the Mayor of Roxanne Pignanelli to the Pueblo Human Relations Commission
- M10 A Resolution confirming the appointment by the Mayor of Randy McCall and Jessica Moore to the Sangre de Cristo Arts and Conference Center Board of Trustees
- M11 A Resolution confirming the appointment by the Mayor of Brandi Adakai, Lori Arabie, Lara Cartagena, Heather Maio, Spencer Miles, Melissa Nereson, Dean Pace, and Deric Stowell to the Community Commission on Housing and Homelessness (CCHH)

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving an amendment to the professional engineering services agreement between the City of Pueblo, a Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., for the rehabilitation of runway 8R/26L (Phase 1 - Design) at the Pueblo Memorial Airport, budgeting and appropriating \$49,807 to Project No. AP2205 – Rehab Runway 8R-26L Design and Construction, and authorizing the Mayor to execute same
- N2 An Ordinance approving the transfer of funds from Public Works Department operating funds to Project No. CIAN20 - City Building Repairs in the amount of \$300,000
- N3 An Ordinance approving an agreement with Colorado Department of Transportation and Continuum of Colorado for the transfer of three paratransit buses to be used in public transit operations
- N4 An Ordinance authorizing Amendment No. 18 to the agreement for community services planning, administration, and accountability services between the City of Pueblo, a Municipal Corporation, and the Board of County Commissioners of the County of Pueblo
- N5 An Ordinance providing for the City of Pueblo departmental authorized personnel positions for the Fiscal Year 2023

- N6 An Ordinance amending Sections 6-5-16 and 6-5-18 of Chapter 5, of Title VI of the Pueblo Municipal Code relating to the classification and pay plan for Fiscal Year 2023
- N7 An Ordinance establishing the BearCat Project NO. CI2220, transferring \$300,000 from the Police Department Account 101-20502-51030 and budgeting and appropriating \$300,000 for said Project
- N8 An Ordinance approving an internship between the City of Pueblo, a Municipal Corporation, Western Illinois University School of Law Enforcement and Justice Administration, and Katheryn Black and authorizing the Mayor to execute same
- N9 An Ordinance approving and accepting an addendum to the Department of Defense Law Enforcement Support Office ("LESO") program State Plan of Operation ("SPO") and applicable conditions pertaining thereto between the State of Colorado and the City of Pueblo on behalf of the Pueblo Police Department relating to Department of Defense excess property conditionally transferred to the City
- N10 An Ordinance amending Chapter 10 of Title IX of the Pueblo Municipal Code, updating business licensing provisions related to employment agencies
- N11 An Ordinance amending Chapter 3 of Title VII of the Pueblo Municipal Code by the addition of a new Article IV relating to the carryout bag fees imposed pursuant to the Plastic Pollution Reduction Act, Section 25-17-501 et seq., C.R.S., and providing for the enforcement, collection, remittance, and distribution of said fees
- N12 An Ordinance amending Section 14-4-21 of Title IVX of Chapter 4 of the Pueblo Municipal Code relating to the City's Sales and Use Tax Code and excluding the state carryout bag fee from the definition of purchase price

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 December 27, 2022, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution transferring funds in the amount of \$450,000 from Project CI2204, Street Rehabilitation Project to CI2121, 18th Street Extension, awarding a construction contract in the amount of \$1,541,884 to K.R. Swerdfeger Construction for Project No. 22-082, West 18th Street Extension, setting forth \$200,000 for contingencies, and authorizing the purchasing agent to execute same
- Q2 A Resolution authorizing payment from the council contingencies account in the 2022 general fund budget to Pueblo Friends of the Arkansas River in the amount of \$500 to sponsor the Winter Solstice Lantern Parade on Saturday, December 17 from 2 - 7 pm at the Pillar Park, the Levee Trail, and the new pedestrian bridge

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance budgeting and appropriating insurance proceeds in the amount of \$148,338.77 into Project SWAN01 Equipment Purchases Stormwater - *Introduced November 28, 2022 by Larry Atencio*
- R2 An Ordinance approving a deposit agreement between the City of Pueblo, a Municipal Corporation, and Sky Creek Homes, LTD, LLC., a Colorado Limited Liability Company, related to the installation and construction of required public improvements within Settlers

Village Filing Six Subdivision and authorizing the Mayor to execute said agreement -
Introduced November 28, 2022 by Larry Atencio

- R3 An Ordinance establishing PS-2216, approving a cooperation agreement with Pueblo Triple Aim Corporation, and accepting, budgeting and appropriating funds in the amount of \$8700 to said project - *Introduced November 28, 2022 by Larry Atencio*
- R4 An Ordinance amending Sections 7-1-3, 7-3-5, 7-3-42, and 7-4-4 of Title VII of Chapters 1, 3 and 4 of the Pueblo Municipal Code relating to liens for nuisances, litter, junk vehicles, weeds, and vacant property registration, and expanding the remedies to collect such liens to include foreclosure and assignment
- R5 An Ordinance requiring abortion providers in Pueblo to comply with Federal law

S. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, NOVEMBER 28, 2022 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Graham called the meeting to order at 7:25 p.m.

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: None.

Council Members Absent: None.

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

E. SPECIAL RECOGNITIONS

E1 PROCLAMATION: “HUMAN RIGHTS DAY” - DECEMBER 10, 2022; JEAN FLYNN RAY, PUEBLO HUMAN RELATIONS COMMISSION CHAIR

Councilor Martinez Ortega presented a proclamation naming December 10, 2022, as "Human Rights Day" to Jean Flynn Ray, Pueblo Human Relations Commission Chair

F. PUBLIC FORUM

- Mark Lee Dickson - Carhart
- Marcie Little - Carhart
- Cidney Fisk - Abortion Ordinance
- Jacquelin Montanez - CARE Clinic
- Steve Dornella - Abortion
- Quin Friberg - Carhart

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Mayor Gradisar noted that Northern Ave was paved just before Thanksgiving. He also brought attention to a statute from the state that attempted to force home rule cities to tax as said by the

state, which was challenged in district court with the City of Pueblo as a stakeholder. Partial summary judgment was issued in the City's favor.

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

H. REVIEW OF AGENDA

The agenda was reviewed page by page.

I. APPROVAL OF AGENDA

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to remove item N5 from the agenda. After discussion, Councilor Martinez Ortega withdrew his motion.

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to table item N5 indefinitely.

Roll Call - **Ayes:** Councilor Flores, Councilor Martinez, Councilor Martinez Ortega. **Nays:** Councilor Atencio, President Graham, Councilor Maestri, Councilor Winner. Motion Failed 3-4.

Councilor Atencio moved to remove item N5 from the agenda; motion died for lack of a second.

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the agenda as distributed.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Winner. **Nays:** Councilor Martinez, Councilor Martinez Ortega. Motion Passed 5-2.

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES FOR NOVEMBER 14, 2022

Councilor Martinez, seconded by Councilor Martinez Ortega, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **November 14, 2022** as distributed.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

K. CONSENT AGENDA

City Clerk Marisa Stoller read the Consent Agenda into record.

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING DATED OCTOBER 12, 2022

M. RESOLUTIONS

M1 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$68,766.35 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 508 MINNEQUA AVE,

PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

This Resolution was assigned as 15064.

- M2 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$5,857.22 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2232 SPRUCE ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME**

This Resolution was assigned as 15065.

- M3 A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$197,590.55 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 2024 SPRUCE ST, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME**

This Resolution was assigned as 15066.

- M4 A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$136,582 TO DOUG VAUGHN, LLC., A LIMITED LIABILITY COMPANY, FOR PROJECT NO. 22-091, CONCRETE IMPROVEMENTS - JOPLIN, SETTING FORTH \$23,418 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15067.

- M5 A RESOLUTION AWARDING AN AGREEMENT FOR ARCHITECTURAL CONSULTING SERVICES IN THE AMOUNT OF \$90,800 TO EV STUDIO, LLC., A LIMITED LIABILITY COMPANY, FOR 22-057 EL CENTRO DEL QUINTO SOL RECREATION CENTER RENOVATION, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15068.

- M6 A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$123,014.74 TO SHORT-ELLIOTT-HENDRICKSON, INC., A COLORADO CORPORATION, FOR PROJECT NO. 22-041 RFQ DESIGN AND ENGINEERING FOR ADAMS AVENUE AND JACKSON STREET ROUNDABOUT PROJECT AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15069.

- M7 A RESOLUTION APPROVING AMENDMENT NO. 3 TO THE AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF \$63,841.35 FOR 20-024, NORTHERN AVENUE TRAIL PHASE III, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15070.

- M8 A RESOLUTION APPROVING A SPONSORSHIP AGREEMENT BETWEEN THE**

CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND CACTUS COMMUNICATIONS, INC., A COLORADO CORPORATION, ON BEHALF OF ITS CLIENT, THE COLORADO LOTTERY

This Resolution was assigned as 15071.

- M9 A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 1, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS**

This Resolution was assigned as 15072.

- M10 A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 2, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING AND SOUTH OF JACKSON RANCH ANNEXATION 1, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS**

This Resolution was assigned as 15073.

- M11 A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE AREA COMMONLY KNOWN AS THE JACKSON RANCH ANNEXATION 3, GENERALLY LOCATED SOUTHEAST OF STATE HIGHWAY 78 AND SOUTHWEST OF EL CAMINO SUBDIVISION, 17TH FILING AND SOUTH OF JACKSON RANCH ANNEXATIONS 1 AND 2, FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS**

This Resolution was assigned as 15074.

- M12 A RESOLUTION AUTHORIZING PARTICIPATION BY THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, IN THE STATE OF COLORADO'S RURAL JUMP-START PROGRAM**

This Resolution was assigned as 15075.

- M13 A RESOLUTION IN SUPPORT OF FURTHER INVESTIGATION AND PLANNING CONCERNING THE FEASIBILITY OF CONSTRUCTING AN AUTOMATED TRANSIT NETWORK IN THE CITY OF PUEBLO**

This Resolution was assigned as 15076.

- M14 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF KENNEDY PUGH, ORLANDO RODRIGUEZ II, AND BENJAMIN CALDERA TO THE PUEBLO HUMAN RELATIONS COMMISSION**

This Resolution was assigned as 15077.

N. ORDINANCES – FIRST PRESENTATION

- N1 AN ORDINANCE BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF \$148,338.77 INTO PROJECT SWAN01 EQUIPMENT PURCHASES STORMWATER**

N2 AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SKY CREEK HOMES, LTD, LLC., A COLORADO LIMITED LIABILITY COMPANY, RELATED TO THE INSTALLATION AND CONSTRUCTION OF REQUIRED PUBLIC IMPROVEMENTS WITHIN SETTLERS VILLAGE FILING SIX SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

N3 AN ORDINANCE ESTABLISHING PS-2216, APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$8700 TO SAID PROJECT

N4 AN ORDINANCE AMENDING SECTIONS 7-1-3, 7-3-5, 7-3-42, AND 7-4-4 OF TITLE VII OF CHAPTERS 1, 3 AND 4 OF THE PUEBLO MUNICIPAL CODE RELATING TO LIENS FOR NUISANCES, LITTER, JUNK VEHICLES, WEEDS, AND VACANT PROPERTY REGISTRATION, AND EXPANDING THE REMEDIES TO COLLECT SUCH LIENS TO INCLUDE FORECLOSURE AND ASSIGNMENT

N5 AN ORDINANCE REQUIRING ABORTION PROVIDERS IN PUEBLO TO COMPLY WITH FEDERAL LAW

O. APPROVAL OF CONSENT AGENDA

Councilor Atencio, seconded by Councilor Flores, moved to receive and file the minutes of the Planning & Zoning Commission, approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for December 12, 2022, and Order the Ordinances to be published BY TITLE.

Roll Call – **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT OF ADDITIONAL FUNDS IN THE AMOUNT OF ONE MILLION DOLLARS (\$1,000,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF CONSTRUCTING SEWER INFRASTRUCTURE, AS AUTHORIZED BY SECTION 603(C)(1)(D) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

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

Attorney.

- Ted Freeman appeared in person to speak against this Resolution

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** Councilor Martinez Ortega. Motion Passed 6-1.

This Resolution was assigned as 15078.

Q2 A RESOLUTION ACCEPTING A DONATION OF \$10,000 FROM THE COLORADO HEALTH FOUNDATION, TO SUPPORT THE WELLBEING OF PUEBLO FOOD PROJECT STAFF MEMBERS, INTO CONTRIBUTION PROJECT NO. CO2204

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

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15079.

Q3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO COLORADO ARTS & ARTISTS ASSOCIATION IN THE AMOUNT OF \$7,500 TO SPONSOR THE “NO ONE HEARS UNLESS YOU SCREAM” SUICIDE PREVENTION PROJECT

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

- Ted Freeman appeared in person to speak against this Resolution

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15080.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO CRAZY FAITH STREET MINISTRY IN THE AMOUNT OF \$2,400 TO SPONSOR THE WARMING SHELTER FOR NOVEMBER 11-13, 2022

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

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15081.

Q5 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO CIBC WESTEND ACADEMY IN THE AMOUNT OF \$1,000 TO SPONSOR THE "3RD ANNUAL HAIR LOSS AWARENESS FASHION SHOW" AT 5 PM ON SATURDAY, DECEMBER 10, 2022

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

- Ted Freeman appeared in person to speak against this Resolution
- Elvis Martinez appeared in person to speak for this Resolution

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

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Resolution was assigned as 15082.

R. ORDINANCES – FINAL PRESENTATION

R1 AN ORDINANCE LEVYING AND CERTIFYING THE CITY OF PUEBLO PROPERTY TAX MILL LEVY MADE IN 2022 FOR THE 2023 BUDGET YEAR

A staff report and detailed review of the Ordinance was given by Alex Romero, Finance Director.

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega. **Nays:** Councilor Maestri, Councilor Winner. Motion Passed 5-2.

This Ordinance was assigned as 10327.

R2 AN ORDINANCE LEVYING AND CERTIFYING THE BANDERA BOULEVARD SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2022 FOR THE 2023 BUDGET YEAR

A staff report and detailed review of the Ordinance was given by Alex Romero, Finance Director.

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega. **Nays:** Councilor Maestri, Councilor Winner. Motion Passed 5-2.

This Ordinance was assigned as **10328.**

R3 AN ORDINANCE LEVYING AND CERTIFYING THE SOUTHPOINTE SPECIAL IMPROVEMENT MAINTENANCE DISTRICT PROPERTY TAX MILL LEVY MADE IN 2022 FOR THE 2023 BUDGET YEAR

A staff report and detailed review of the Ordinance was given by Alex Romero, Director of Finance.

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega. **Nays:** Councilor Maestri, Councilor Winner. Motion Passed 5-2.

This Ordinance was assigned as **10329.**

R4 AN ORDINANCE AWARDING AN AGREEMENT FOR MEP ENGINEERING SERVICES IN THE AMOUNT OF \$21,664 TO BRIDGERS & PAXTON CONSULTING ENGINEERS, INC., FOR 22-013 PROJECT NO.1, MINERAL PALACE ATRIUM HVAC RENOVATION, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10330.**

R5 AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND VERO BROADBAND, LLC., A COLORADO LIMITED LIABILITY COMPANY

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Atencio, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10331.

R6 AN ORDINANCE APPROVING A LICENSE AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION AND VERO FIBER NETWORKS, LLC., A COLORADO LIMITED LIABILITY COMPANY

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10332.

R7 AN ORDINANCE APPROVING THE LANDLORD CONSENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND FREEMAN HOLDINGS OF COLORADO, LLC, A LIMITED LIABILITY CORPORATION, ("FREEMAN") AND CENTENNIAL BANK, FOR FREEMAN TO USE ITS LEASEHOLD INTEREST TO SECURE A BUSINESS LOAN, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Atencio, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10333.

R8 AN ORDINANCE APPROVING A JOINT FUNDING AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. GEOLOGICAL SURVEY, UNITED STATES DEPARTMENT OF THE INTERIOR, TO CONTINUE THE COLLECTION OF HYDROLOGIC DATA ALONG FOUNTAIN CREEK AND THE ARKANSAS RIVER AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10334.

R9 AN ORDINANCE APPROVING THE SECOND AMENDMENT TO THE RESTATED ANNEXATION AGREEMENT FOR THE AREA COMMONLY KNOWN AS THE NORTH VISTA ANNEXATION DESCRIBED AS LAND NORTH OF VISION HILLS PARKWAY AND WEST OF TROY AVENUE

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10335.

R10 AN ORDINANCE APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION AND AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING PROJECT NO. PS2214, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$71,184.48 TO SAID PROJECT

A staff report and detailed review of the Ordinance was given by Deputy Fire Chief Keith Novak.

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10336.

R11 AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION TO THE AUTHORIZED STAFFING OF THE FIRE DEPARTMENT ENTITLED COMMUNITY RISK REDUCTION COORDINATOR IN SUPPORT OF THE DIRECTING OTHERS TO SERVICES (DOTS) PROGRAM

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10337.

R12 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 COMMUNITY RISK REDUCTION COORDINATOR

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10338.

R13 AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING ONE (1) FULL-TIME POSITION ENTITLED DIRECTOR/JUST TRANSITIONS PROGRAM TO THE AUTHORIZED STAFFING OF THE MAYOR'S OFFICE

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** Councilor Winner. Motion Passed 6-1.

This Ordinance was assigned as 10339.

R14 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 DIRECTOR/JUST TRANSITIONS PROGRAM

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez, Councilor Martinez Ortega. **Nays:** Councilor Maestri, Councilor Winner. Motion Passed 5-2.

This Ordinance was assigned as 10340.

R15 AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING ORDINANCE BY ADDING A POSITION FOR TRAINING PURPOSES WITHIN THE FLEET MAINTENANCE DIVISION

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10341.**

**R16 AN ORDINANCE AMENDING THE FISCAL YEAR 2022 STAFFING
ORDINANCE BY ADDING A POSITION FOR TRAINING PURPOSES WITHIN
THE DEPARTMENT OF THE CITY CLERK**

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10342.**

**R17 AN ORDINANCE AMENDING SECTION 2-1-1 OF TITLE II OF CHAPTER 1 OF
THE PUEBLO MUNICIPAL CODE RELATING TO THE MONTHLY
COMPENSATION OF ELECTED MEMBERS OF THE CIVIL SERVICE
COMMISSION**

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega. **Nays:** Councilor Winner. Motion Passed 6-1.

This Ordinance was assigned as **10343.**

**R18 AN ORDINANCE APPROVING AN AMENDMENT TO THE COLLECTIVE
BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND THE
INTERNATIONAL ASSOCIATION OF FIRE FIGHTERS LOCAL 3 RELATING TO
WORK SCHEDULES FOR FIREFIGHTERS ASSIGNED TO WORK FOCUS
RESPONSE VEHICLES**

A staff report and detailed review of the Ordinance was given by Deputy Fire Chief Keith Novak.

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10344.

R19 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AWARD TO THE CITY OF PUEBLO AND PUEBLO POLICE DEPARTMENT FROM THE PATRICK LEAHY BULLETPROOF VEST PARTNERSHIP ADMINISTERED BY THE U.S. DEPARTMENT OF JUSTICE, ACCEPTING \$5,537.87 FOR YEAR 2022, ESTABLISHING PROJECT NUMBER PS2212, AND BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$5,537.87 TO PROJECT NUMBER PS2212

A staff report and detailed review of the Ordinance was given by Police Chief Chris Noeller.

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as 10345.

R20 AN ORDINANCE APPROVING AND AUTHORIZING A MEMORANDUM OF UNDERSTANDING BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO COUNTY SHERIFF'S OFFICE, REGARDING THE USE OF A FARO 3D CSI CAMERA SYSTEM, AND RATIFYING THE MAYOR'S SIGNATURE THEREOF

A staff report and detailed review of the Ordinance was given by Police Chief Chris Noeller.

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Martinez, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10346.**

R21 AN ORDINANCE APPROVING AN AGREEMENT BETWEEN PUEBLO SCHOOL DISTRICT 60, DBA PUEBLO CITY SCHOOLS, AND THE CITY OF PUEBLO FOR THE SCHOOL RESOURCE OFFICER PROGRAM DURING THE PERIOD OF JANUARY 1 THROUGH DECEMBER 31, 2023, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

A staff report and detailed review of the Ordinance was given by Police Chief Chris Noeller.

PUBLIC HEARING:

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

Councilor Flores, seconded by Councilor Atencio, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Winner. **Nays:** Councilor Martinez Ortega. Motion Passed 6-1.

This Ordinance was assigned as **10347.**

R22 AN ORDINANCE SUSPENDING THE PAYMENT OF THE MONTHLY STREET REPAIR UTILITY SERVICE CHARGES FOR TWELVE CONSECUTIVE MONTHS BEGINNING WITH EACH UTILITY CUSTOMER'S JANUARY, 2023 UTILITY BILL

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

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Maestri, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 7-0.

This Ordinance was assigned as **10348.**

S. COUNCIL MEMBER CONFLICT OF INTEREST

S1 AN ORDINANCE MAKING APPROPRIATION FOR THE GENERAL FUND, SPECIAL REVENUE FUNDS, ENTERPRISE FUNDS, INTERNAL SERVICE FUNDS, DEBT SERVICE FUNDS, AND CAPITAL PROJECT FUNDS FOR THE FISCAL YEAR 2023 AND ADOPTING THE BUDGET FOR THE YEAR 2023

A staff report and detailed review of the Ordinance was given by Alex Romero, Director of

Finance.

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by Councilor Atencio, moved to approve the Ordinance on final presentation.

Roll Call - **Ayes:** Councilor Atencio, Councilor Flores, President Graham, Councilor Martinez Ortega. **Nays:** Councilor Maestri, Councilor Winner. Motion Passed 4-2 with Councilor Martinez excused.

This Ordinance was assigned as **10349**.

T. ADJOURN

President Graham adjourned the meeting at 10:15 p.m.

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: December 12, 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 AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,136.14 TO MERRIMAN LAND WORKS DBA FLAT & FANCY FOR PROJECT NO. 22-098, JUAN MADRID AVENUE AND 9TH STREET CONCRETE REPAIRS, SETTING FORTH \$3,163.86 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Merriman Land Works dba Flat & Fancy for 22-098, Juan Madrid Avenue and 9th Street Concrete Repairs.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of the installation of a new concrete crossspan drain at Juan Madrid and East 9th Street. The project includes the replacement of the concrete curb and gutter, and sidewalk. This project is necessary to fix a continual street maintenance issue in the area caused by water collection in the street. The Resolution awards the construction contract to Merriman Land Works dba Flat & Fancy.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$17,300.00 will be paid from account CI2204, Street Rehabilitation Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-098 Bid Summary Juan Madrid and 9th Street Concrete Repairs

RESOLUTION NO. 15083

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$14,136.14 TO MERRIMAN LAND WORKS DBA FLAT & FANCY FOR PROJECT NO. 22-098, JUAN MADRID AVENUE AND 9TH STREET CONCRETE REPAIRS, SETTING FORTH \$3,163.86 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 22-098, Juan Madrid Avenue and 9th Street Concrete Repairs have been received and examined; and

WHEREAS, the proposal of Merriman Land Works dba Flat & Fancy, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-098, Juan Madrid Avenue and 9th Street Concrete Repairs to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 22-098, Juan Madrid Avenue and 9th Street Concrete Repairs to be performed, and the contract for said project is hereby awarded to Merriman Land Works dba Flat & Fancy in the amount of \$14,136.14.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$3,163.86

SECTION 4.

Funds for Project 22-098 (including contingencies and additional work) shall be from Project No. CI2204, Street Rehabilitation Project.

SECTION 5.

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

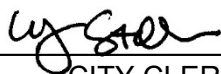
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 22-098 (CI2204)
Juan Madrid Avenue and 9th Street Concrete Repairs
RESPONSE DEADLINE: November 23, 2022 at 10:30 am
Report Generated: Monday, November 28, 2022

SELECTED VENDOR TOTALS

Vendor	Total
Flat and Fancy	\$14,136.14
Baha Construction, Inc.	\$14,707.50
Doug Vaughn, LLC	\$16,622.00
Elite Surface Infrastructure	\$43,564.00

BASE BID

					Baha Construction, Inc.		Doug Vaughn, LLC		Elite Surface Infrastructure		Flat and Fancy	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb and Gutter	46	LF	\$4.50	\$207.00	\$6.00	\$276.00	\$17.00	\$782.00	\$11.05	\$508.30
X	2	Remove Concrete	184	SF	\$4.00	\$736.00	\$4.00	\$736.00	\$8.00	\$1,472.00	\$3.64	\$669.76
X	3	Remove Asphalt Roadway	454	SF	\$4.00	\$1,816.00	\$4.00	\$1,816.00	\$4.50	\$2,043.00	\$2.28	\$1,035.12

EVALUATION TABULATION

IFB No. 22-098 (CI2204)

Juan Madrid Avenue and 9th Street Concrete Repairs

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		Doug Vaughn, LLC		Elite Surface Infrastructure		Flat and Fancy	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	Construct Curb and Gutter	46	LF	\$35.00	\$1,610.00	\$32.00	\$1,472.00	\$79.00	\$3,634.00	\$45.00	\$2,070.00
X	5	Construct 4" Concrete	184	SF	\$7.50	\$1,380.00	\$6.00	\$1,104.00	\$21.25	\$3,910.00	\$11.75	\$2,162.00
X	6	Construct 7" Reinforced Concrete	191	SF	\$11.50	\$2,196.50	\$12.00	\$2,292.00	\$29.00	\$5,539.00	\$17.56	\$3,353.96
X	7	Construct Asphalt Roadway Patch	264	SF	\$8.00	\$2,112.00	\$9.00	\$2,376.00	\$14.75	\$3,894.00	\$13.00	\$3,432.00
X	8	Install Class 6 Base	1	TON	\$100.00	\$100.00	\$50.00	\$50.00	\$190.00	\$190.00	\$55.00	\$55.00
X	9	Erosion and Sediment Control (Stormwater BMPs)	1	LS	\$1,950.00	\$1,950.00	\$500.00	\$500.00	\$2,800.00	\$2,800.00	\$100.00	\$100.00
X	10	Traffic Control	1	LS	\$800.00	\$800.00	\$3,000.00	\$3,000.00	\$2,950.00	\$2,950.00	\$250.00	\$250.00
X	11	Mobilization	1	LS	\$1,800.00	\$1,800.00	\$3,000.00	\$3,000.00	\$16,350.00	\$16,350.00	\$500.00	\$500.00
Total						\$14,707.50		\$16,622.00		\$43,564.00		\$14,136.14

VENDOR QUESTIONNAIRE PASS/FAIL

EVALUATION TABULATION

Invitation for Bids - Juan Madrid Avenue and 9th Street Concrete Repairs

Page 2

EVALUATION TABULATION

IFB No. 22-098 (CI2204)

Juan Madrid Avenue and 9th Street Concrete Repairs

Question Title	Baha Construction, Inc.	Doug Vaughn, LLC	Elite Surface Infrastructure	Flat and Fancy	Greatland Concrete & Landscaping INC (Disqualified)
BID GUARANTEE	Pass	Pass	Pass	Pass	Fail
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS	No Response	No Response	No Response	No Response	No Response
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:	No Response	No Response	No Response	No Response	No Response
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Invitation for Bids - Juan Madrid Avenue and 9th Street Concrete Repairs

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EVALUATION TABULATION

IFB No. 22-098 (CI2204)

Juan Madrid Avenue and 9th Street Concrete Repairs

Question Title	Baha Construction, Inc.	Doug Vaughn, LLC	Elite Surface Infrastructure	Flat and Fancy	Greatland Concrete & Landscaping INC (Disqualified)
Unqualified	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass



City of Pueblo
Purchasing

Naomi Hedden, Director
230 S. Mechanic St., Pueblo, CO 81003

EVALUATION TABULATION
IFB No. 22-077 (CI2204)
Miscellaneous Concrete Repairs - Phase 2
RESPONSE DEADLINE: November 23, 2022 at 10:00 am
Report Generated: Monday, November 28, 2022

SELECTED VENDOR TOTALS

Vendor	Total
Doug Vaughn, LLC	\$105,912.00
Baha Construction, Inc.	\$118,319.25
Flat and Fancy	\$124,970.89
Elite Surface Infrastructure	\$248,340.45

BASE BID

					Baha Construction, Inc.		Doug Vaughn, LLC		Elite Surface Infrastructure		Flat and Fancy	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
Mac Alester Road and Constitution Road												
X	1	Remove Curb and Gutter	65	LF	\$4.50	\$292.50	\$5.00	\$325.00	\$15.55	\$1,010.75	\$11.05	\$718.25
X	2	Remove Concrete	382	SF	\$4.00	\$1,528.00	\$3.00	\$1,146.00	\$3.75	\$1,432.50	\$3.64	\$1,390.48

EVALUATION TABULATION

IFB No. 22-077 (CI2204)

Miscellaneous Concrete Repairs - Phase 2

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		Doug Vaughn, LLC		Elite Surface Infrastructure		Flat and Fancy	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	3	Remove Reinforced Concrete	403	SF	\$4.50	\$1,813.50	\$4.00	\$1,612.00	\$8.05	\$3,244.15	\$4.00	\$1,612.00
X	4	Remove Crosswalk Striping	265	SF	\$7.55	\$2,000.75	\$5.00	\$1,325.00	\$9.75	\$2,583.75	\$15.00	\$3,975.00
X	5	Remove Asphalt	302	SF	\$4.00	\$1,208.00	\$3.00	\$906.00	\$8.15	\$2,461.30	\$2.28	\$688.56
X	6	Construct Curb Head	33	LF	\$17.00	\$561.00	\$21.00	\$693.00	\$53.00	\$1,749.00	\$18.86	\$622.38
X	7	Construct Curb and Gutter	65	LF	\$35.00	\$2,275.00	\$32.00	\$2,080.00	\$61.50	\$3,997.50	\$45.00	\$2,925.00
X	8	Construct 4" Concrete	219	SF	\$7.50	\$1,642.50	\$6.00	\$1,314.00	\$16.10	\$3,525.90	\$11.75	\$2,573.25
X	9	Construct 6" Concrete	94	SF	\$10.00	\$940.00	\$7.00	\$658.00	\$23.50	\$2,209.00	\$13.00	\$1,222.00
X	10	Construct 7" Reinforced Concrete	403	SF	\$11.50	\$4,634.50	\$11.00	\$4,433.00	\$24.50	\$9,873.50	\$17.56	\$7,076.68
X	11	Construct 6" Asphalt Patch	302	SF	\$8.00	\$2,416.00	\$9.00	\$2,718.00	\$14.75	\$4,454.50	\$13.00	\$3,926.00
X	12	Install Preformed Thermoplastic Crosswalk Striping	280	SF	\$18.60	\$5,208.00	\$15.00	\$4,200.00	\$26.00	\$7,280.00	\$30.00	\$8,400.00

EVALUATION TABULATION

Invitation for Bids - Miscellaneous Concrete Repairs - Phase 2

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EVALUATION TABULATION

IFB No. 22-077 (CI2204)

Miscellaneous Concrete Repairs - Phase 2

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		Doug Vaughn, LLC		Elite Surface Infrastructure		Flat and Fancy	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	13	Install 24" x 24" Tactile Band	6	EA	\$400.00	\$2,400.00	\$225.00	\$1,350.00	\$725.00	\$4,350.00	\$120.00	\$720.00
X	14	Install Class 6 Base	2	TON	\$100.00	\$200.00	\$50.00	\$100.00	\$245.00	\$490.00	\$55.00	\$110.00
X	15	Erosion and Sediment Control	1	LS	\$1,950.00	\$1,950.00	\$500.00	\$500.00	\$3,000.00	\$3,000.00	\$200.00	\$200.00
X	16	Traffic Control	1	LS	\$2,200.00	\$2,200.00	\$6,000.00	\$6,000.00	\$4,550.00	\$4,550.00	\$350.00	\$350.00
X	17	Mobilization	1	LS	\$3,500.00	\$3,500.00	\$7,000.00	\$7,000.00	\$22,000.00	\$22,000.00	\$1,000.00	\$1,000.00
Gamble Lane and Hanson Lane												
X	18	Remove Curb and Gutter	79	LF	\$4.50	\$355.50	\$5.00	\$395.00	\$11.40	\$900.60	\$11.05	\$872.95
X	19	Remove Concrete	322	SF	\$4.00	\$1,288.00	\$3.00	\$966.00	\$3.60	\$1,159.20	\$3.64	\$1,172.08
X	20	Remove Reinforced Concrete	380	SF	\$4.50	\$1,710.00	\$4.00	\$1,520.00	\$7.00	\$2,660.00	\$4.00	\$1,520.00
X	21	Remove Asphalt	337	SF	\$4.00	\$1,348.00	\$5.00	\$1,685.00	\$7.30	\$2,460.10	\$2.28	\$768.36
X	22	Construct Curb Head	57	LF	\$17.00	\$969.00	\$21.00	\$1,197.00	\$33.10	\$1,886.70	\$18.86	\$1,075.02

EVALUATION TABULATION

Invitation for Bids - Miscellaneous Concrete Repairs - Phase 2

EVALUATION TABULATION
IFB No. 22-077 (CI2204)
Miscellaneous Concrete Repairs - Phase 2

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		Doug Vaughn, LLC		Elite Surface Infrastructure		Flat and Fancy	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	23	Construct Curb and Gutter	79	LF	\$35.00	\$2,765.00	\$32.00	\$2,528.00	\$54.15	\$4,277.85	\$45.00	\$3,555.00
X	24	Construct 4" Concrete	141	SF	\$7.50	\$1,057.50	\$6.00	\$846.00	\$17.40	\$2,453.40	\$11.75	\$1,656.75
X	25	Construct 6" Concrete	194	SF	\$10.00	\$1,940.00	\$7.00	\$1,358.00	\$18.50	\$3,589.00	\$13.00	\$2,522.00
X	26	Construct 7" Reinforced Concrete	380	SF	\$11.50	\$4,370.00	\$11.00	\$4,180.00	\$23.75	\$9,025.00	\$17.56	\$6,672.80
X	27	Construct 6" Asphalt Patch	337	SF	\$8.00	\$2,696.00	\$9.00	\$3,033.00	\$13.75	\$4,633.75	\$13.00	\$4,381.00
X	28	Install 24" x 30" Tactile Band	8	EA	\$450.00	\$3,600.00	\$225.00	\$1,800.00	\$775.00	\$6,200.00	\$120.00	\$960.00
X	29	Install Class 6 Base	3	TON	\$100.00	\$300.00	\$50.00	\$150.00	\$185.00	\$555.00	\$55.00	\$165.00
X	30	Erosion and Sediment Control	1	LS	\$1,950.00	\$1,950.00	\$500.00	\$500.00	\$2,950.00	\$2,950.00	\$250.00	\$250.00
X	31	Traffic Control	1	LS	\$1,500.00	\$1,500.00	\$2,000.00	\$2,000.00	\$2,925.00	\$2,925.00	\$375.00	\$375.00
X	32	Mobilization	1	LS	\$2,000.00	\$2,000.00	\$2,000.00	\$2,000.00	\$21,150.00	\$21,150.00	\$1,000.00	\$1,000.00
Skyview Avenue and 29th Street												

EVALUATION TABULATION
IFB No. 22-077 (CI2204)
Miscellaneous Concrete Repairs - Phase 2

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		Doug Vaughn, LLC		Elite Surface Infrastructure		Flat and Fancy	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	33	Remove Curb and Gutter	326	LF	\$4.50	\$1,467.00	\$5.00	\$1,630.00	\$10.70	\$3,488.20	\$11.05	\$3,602.30
X	34	Remove Concrete	1280	SF	\$4.00	\$5,120.00	\$3.00	\$3,840.00	\$3.20	\$4,096.00	\$3.64	\$4,659.20
X	35	Remove Reinforced Concrete	112	SF	\$4.50	\$504.00	\$4.00	\$448.00	\$7.55	\$845.60	\$4.00	\$448.00
X	36	Remove Asphalt	602	SF	\$4.00	\$2,408.00	\$5.00	\$3,010.00	\$6.55	\$3,943.10	\$2.28	\$1,372.56
X	37	Construct Curb Head	80	LF	\$17.00	\$1,360.00	\$21.00	\$1,680.00	\$32.60	\$2,608.00	\$18.86	\$1,508.80
X	38	Construct Curb and Gutter	326	LF	\$35.00	\$11,410.00	\$32.00	\$10,432.00	\$50.85	\$16,577.10	\$45.00	\$14,670.00
X	39	Construct 4" Concrete	1213	SF	\$7.50	\$9,097.50	\$6.00	\$7,278.00	\$14.00	\$16,982.00	\$11.75	\$14,252.75
X	40	Construct 6" Concrete	568	SF	\$10.00	\$5,680.00	\$7.00	\$3,976.00	\$17.25	\$9,798.00	\$13.00	\$7,384.00
X	41	Construct 7" Reinforced Concrete	112	SF	\$11.50	\$1,288.00	\$11.00	\$1,232.00	\$23.75	\$2,660.00	\$17.56	\$1,966.72
X	42	Construct 6" Asphalt Patch	602	SF	\$8.00	\$4,816.00	\$9.00	\$5,418.00	\$12.50	\$7,525.00	\$13.00	\$7,826.00
X	43	Install 24" x 30" Tactile Band	8	EA	\$450.00	\$3,600.00	\$225.00	\$1,800.00	\$775.00	\$6,200.00	\$120.00	\$960.00

EVALUATION TABULATION
 IFB No. 22-077 (CI2204)
 Miscellaneous Concrete Repairs - Phase 2

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		Doug Vaughn, LLC		Elite Surface Infrastructure		Flat and Fancy	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	44	Install Class 6 Base	3	TON	\$100.00	\$300.00	\$50.00	\$150.00	\$185.00	\$555.00	\$55.00	\$165.00
X	45	Erosion and Sediment Control	1	LS	\$1,950.00	\$1,950.00	\$500.00	\$500.00	\$2,950.00	\$2,950.00	\$200.00	\$200.00
X	46	Traffic Control	1	LS	\$2,500.00	\$2,500.00	\$2,000.00	\$2,000.00	\$3,575.00	\$3,575.00	\$500.00	\$500.00
X	47	Mobilization	1	LS	\$4,200.00	\$4,200.00	\$2,000.00	\$2,000.00	\$21,500.00	\$21,500.00	\$1,000.00	\$1,000.00
Total						\$118,319.25		\$105,912.00		\$248,340.45		\$124,970.89

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Doug Vaughn, LLC	Elite Surface Infrastructure	Flat and Fancy	Greatland Concrete & Landscaping INC (Disqualified)
BID GUARANTEE	Pass	Pass	Pass	Pass	Fail
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS	No Response	No Response	No Response	No Response	No Response
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

IFB No. 22-077 (CI2204)

Miscellaneous Concrete Repairs - Phase 2

Question Title	Baha Construction, Inc.	Doug Vaughn, LLC	Elite Surface Infrastructure	Flat and Fancy	Greatland Concrete & Landscaping INC (Disqualified)
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:	No Response	No Response	No Response	No Response	No Response
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Invitation for Bids - Miscellaneous Concrete Repairs - Phase 2

Page 7



**Background Paper for Proposed
Presentation**

COUNCIL MEETING DATE: December 12, 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: A RESOLUTION TRANSFERRING \$588,119 FROM THE AIRPORT FUND TO PROJECT NO. AP2204 - EAST GA APRON REHABILITATION

SUMMARY:

This Resolution transfers \$588,119.00 from the Airport Fund to Project No. AP2204 – East GA Apron Rehabilitation.

PREVIOUS COUNCIL ACTION:

Ordinance No. 10159 approved by City Council on April 27, 2022, established Project No. AP2204.

BACKGROUND:

The Pueblo Memorial Airport was awarded grants in accordance with the American Rescue Plan Act ("ARPA", Public Law 117-2) and Coronavirus Response and Relief Supplemental Appropriation Act, 2021 ("CRRSA") to provide funding costs related to operations, personnel, cleaning, sanitization, janitorial services, and debt services payments.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$588,119.00 are being transferred from the Airport Fund to Project No. AP2204 because of payroll savings due to previously awarded ARPA and CARES Act grants.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

If this Resolution is not approved, the Pueblo Memorial Airport will not be able to utilize payroll savings to help fund the East GA Apron Rehabilitation project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15085

A RESOLUTION TRANSFERRING \$588,119 FROM THE
AIRPORT FUND TO PROJECT NO. AP2204 - EAST GA
APRON REHABILITATION

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

Funds in the amount of \$588,119.00 are hereby transferred from the Airport Fund
to Project No. AP2204.

SECTION 2.

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

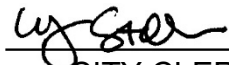
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$14,800 TO JOLENE COLLINS TO COMPLETE CURRICULUM REVISION AND SERVE AS THE CLASS INSTRUCTOR FOR THE PUEBLO FOOD PROJECT ENTREPRENEUR DEVELOPMENT PROGRAM

SUMMARY:

Attached is a Resolution awarding an Agreement for Professional Services to Jolene Collins for the completion of curriculum revision and service as the class instructor for the Pueblo Food Project Entrepreneur Development Program.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

The City of Pueblo through the Pueblo Food Project solicited requests for proposals to complete this work. The Colorado Health Foundation is supporting the continuation and improvement of Pueblo Food Project programs. The 2023 year will be the second year of the Pueblo Food Project Entrepreneur Development Program. Using the feedback taken from students and speakers from last year's class, the curriculum will be improved for this year.

Three proposals were received from community members and reviewed by the Pueblo Food Project.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$14,800 will be paid out of Project No. CI2216 for this service.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not applicable to this Resolution.

RECOMMENDATION:

Approval of the Resoution.

ATTACHMENTS:

1. 12-12-22 Jolene Collins - Agreement for Professional Services - PFP
Entrepreneur Development Program Curriculum Revision

RESOLUTION NO. 15086

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$14,800 TO JOLENE COLLINS TO COMPLETE CURRICULUM REVISION AND SERVE AS THE CLASS INSTRUCTOR FOR THE PUEBLO FOOD PROJECT ENTREPRENEUR DEVELOPMENT PROGRAM

WHEREAS, competitive bids for Pueblo Food Project Entrepreneur Development Program Curriculum Revision and Class Instructor have been received and examined; and

WHEREAS, the proposal of Jolene Collins of Pueblo, Colorado was the lowest of those bids determined to be responsive for the assessment, and the Committee of Awards recommends to the City Council that it authorize Project Entrepreneur Development Program Curriculum Revision and Class Instructor; NOW, THEREFORE,

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

City Council authorizes Project Pueblo Food Project Entrepreneur Development Program Curriculum Revision and Class Instructor to be performed and the agreement for said project is hereby awarded to Jolene Collins in the amount of \$14,800.00.

SECTION 2.

The Agreement for Professional Services between the City of Pueblo, a Municipal Corporation, and Jolene Collins, which is attached hereto and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Funds for the Project Pueblo Food Project Entrepreneur Development Program Curriculum Revision and Class Instructor shall be paid from Project No. CI2216.

SECTION 4.

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

SECTION 5.

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 effectuate the transactions described therein.

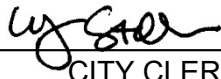
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered this ____ day of _____, 20__ ("Effective Date"), by and between the City of Pueblo, a Colorado Municipal Corporation, (hereinafter referred to as "Client") and Jolene Collins, a Colorado sole proprietor, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to the Pueblo Food Project Entrepreneur Development Program Curriculum Revision and Class Instructor and related ancillary services, hereinafter referred to as the "Project". In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

(a) Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in *Schedule 1* attached hereto and incorporated herein by reference, including but not limited to providing the outlined Deliverables. Such services shall include all usual and customary professional consulting services in connection with Consultant's work on the Project.

(b) Consultant shall maintain prudent and accurate records of all transactions. The Consultant shall track all project activities. Client will not reimburse or otherwise pay for any of Consultant's transactions, as such costs are part of Consultant's business.

(c) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

(d) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

SECTION 2. CONSULTANT'S RESPONSIBILITIES.

(a) Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including reports and other services, notwithstanding Client's initial acceptance of same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; and Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees, if any.

(d) Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Statement of Work described in *Schedule 1* or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated. Unauthorized work shall not be compensated.

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. \$14,800.00. Consultant may invoice Client for up to eighty (80) hours of Consultant work per calendar month at a rate

of \$35 per hour of work for Curriculum Revision and at a rate of \$40 per hour of work for Class Instruction and Coordination. No monthly invoice from Consultant shall exceed \$3,200.00. Payments shall be made within forty-five (45) days of invoice by Consultant.

(b) Consultant shall submit periodically, but not more frequently than monthly, records of time worked and services rendered. Records shall contain appropriate documentation, if available, evidencing that such services have been performed. Consultant must submit a written request and obtain signed approval prior to completing any work beyond the scope of this agreement.

(c) No separate or additional payment shall be made for profit, overhead, telephone expenses, travel, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(d).

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES.

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, data, and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy.

(c) Client shall examine all documents presented by Consultant, and render decisions pertaining thereto within a reasonable time. The Client's approval of any reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of forty-five (45) days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERM AND TERMINATION.

(a) Term. The term of this Agreement begins on January 1, 2023 and ends on December 31, 2023, unless the project is completed and approved by the Project Representative prior to that date or the term is sooner terminated in accordance with this Agreement. Client reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

(b) Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of Client which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the Client.

(c) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(d) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid the monthly rate on a pro-rated basis for all services rendered and reasonable costs incurred to date of termination, together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(e) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to Client, or (b) payment at the monthly rate on a pro-rated basis for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS.

In the event the Project will require access to property not under the control of Client, Consultant and Consultant's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Consultant in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Consultant understands and agrees that entry to some property by Consultant may be subject to compliance by Consultant with the terms and conditions of an access agreement in accordance with section 1(d) of this Agreement.

SECTION 7. EQUIPMENT AND SOFTWARE.

Consultant will not be provided with Client owned equipment ("Equipment"), such as computers or software, for Consultant's work on the Project. All equipment must be provided by Consultant and Consultant shall make no claim to any Equipment or other Client property provided under this Agreement. Consultant shall cooperate in all instances with Client to ensure compliance with Client's policies, including its information technology policies, and the protection of Client's data and systems.

SECTION 8. USE OF DOCUMENTS.

Data, plans, reports, and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, and Client shall be vested with all rights therein of whatever kind or nature and however created, whether by common law, statute, or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, plans, reports and all other data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion, and (ii) in full compliance with the requirements of this Agreement and applicable regulations.

SECTION 9. INSURANCE AND INDEMNITY.

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from claims for damages for professional liability.

(b) Consultant agrees to hold harmless, defend, and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors, and consultants.

SECTION 10. REQUIRED GRANT PROVISIONS

(a) Consultant understands that Client may be funding the Project in whole or part with funds provided through private, State, and Federal grants, including but not limited to the American Rescue Plan Act ("ARPA"). Consultant agrees it is subject to and shall comply with all applicable provisions of said grants, the Act under which the contract award has been made, and applicable regulations.

(b) Consultant shall comply with all applicable Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by Client and the grant providers at any time during normal business hours and as often as Client and the grant providers deem necessary, to audit, examine, and make excerpts or transcripts of relevant information, and otherwise to perform official functions or duties.

SECTION 11. SUBCONTRACTS.

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 12. MISCELLANEOUS.

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, Attention: Nicholas A. Gradisar, Mayor, 1 City Hall Place, Pueblo, Colorado 81003; or to Consultant, Attention: Jolene Collins, 1414 Jackson Street, Pueblo, Colorado 81004. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of *Schedule 1* or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client's sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client's governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, gender orientation or age. Consultant shall endeavor to ensure that its employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, gender orientation or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law, then this entire Agreement shall be void.

(h) Electronic Signatures. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

SECTION 13. PERA LIABILITY.

Consultant shall reimburse the Client for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the Client under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as the Effective Date.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

JOLENE COLLINS, A
COLORADO SOLE PROPRIETOR

By: _____
Nicholas A. Gradisar, Mayor

By: _____

Attest: _____
City Clerk

Title: _____

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney

SCHEDULE 1

Professional Consulting Services

Summary:

Pueblo Food Project (PFP) is requesting an evaluation of the pilot PFP Entrepreneur Development Program and an individual to manage activities for the program in and out of the classroom.

The selected vendor will use evaluations taken from the previous cohort, instructors, and speakers to develop a better model moving forward.. As well as take on the duty of instructor assigning and grading homework, updating class tools, managing speakers and activities, and offering office ours.

The chosen bid will be asked to complete all of the work from December 2022 through June 2023. Entrepreneur Development classes will be held once a week February - May. The months of December 2022 and January 2023 will be used to recruit students, develop syllabus, and prepare classes. February 2023 - May 2023 will be used for class time, field trips, homework grading, and office hours. June 2023 will be used for evaluation from students and speakers to inform the next cohort of students.

Program performance measures:

- a. Semester long syllabus and schedule created and approved by PFP leadership, using feedback from previous students, instructors, and speakers
- b. All 'modules' and homework updated and corrected on Thinkific classroom tool
- c. Participants recruited (with help from PFP)
- d. Speakers recruited and scheduled for the semester
- e. Develop an evaluation plan for after the class is completed
- f. Student incentives list developed and distributed to students to utilize
- g. Work with CSU Entrepreneurship Program to create mentorship program and develop stipends for speakers
- h. Set up a panel of experts for students to pitch their business to and gain insights and advice from.

Deliverables:

- Produce and distribute a semester long syllabus and schedule
- Host 18-21 in-class sessions, including homework, readings, etc.
- Host evaluations from both speakers and students
- Host at least 1 field trip for students to learn about other food businesses
- Compile all incentives and distribute to students
- Panel of experts created for final presentations from students

Qualifications

- Demonstrated curriculum development skills
- Demonstrated teaching skills across diverse audiences
- Reporting and evaluation experience
- Understanding of the Pueblo Food Project
- Demonstrated knowledge of entrepreneurship and food businesses

Budget

The Pueblo Food Project will provide all necessary funds to support the cohort including incentives, field trips, classroom tools, a classroom space, and other spending directed toward this program.

Role	Action	Hourly Rate	Hours allocated	Total budget allowed
Curriculum Revision	Use previous evaluation to create syllabus, schedule, and other necessary materials for cohort	\$35.00	80	\$ 2,800.00
Class Instructor and Coordinator	Run class, assign and grade homework, distribute incentives, set up speakers, etc	\$40.00	300 Approx: 10-20hrs a week for 20 weeks	\$ 12,000.00
				\$ 14,800.00

Proposal Requirements

- **Bidders must submit their bid with the following sections**
 - Statement of purpose
 - Why do you want to do this work?
 - Qualifications and relevant experience
 - What qualifications do you poses that lead you to believe you are qualified to successfully partner on this program?
 - What other programs have you developed that are similar? What were the outcomes?
 - Proposed project plan
 - How will you go about this work?
 - What resources will you provide?
 - What resources will you need?
 - References
 - Please include the name, email, and phone number of three references that can speak to your ability to do this work
 - Proof of Liability Insurance (for businesses only, the City of Pueblo will provide a waiver of release for individuals)



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Laura Solano, Chief of Staff

SUBJECT: A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$7,300 TO JOSLYN RAFFERTY-CAMMER TO COMPLETE WORK AS THE YOUTH LED CHICKEN COOP COORDINATOR

SUMMARY:

Attached is a Resolution awarding an Agreement for Professional Services to Joslyn Rafferty-Cammer for the completion of work as the Youth Led Chicken Coop Coordinator.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

The City of Pueblo through the Pueblo Food Project solicited requests for proposals to fill the position of Youth Led Chicken Coop Coordinator. The Colorado Department of Law Grant provided to the Pueblo Food Project specifically asks for the implementation of a Youth Led Chicken Coop. The education and engagement of our youth is important for improving and growing our food system.

Two proposals were received from community members and reviewed by the Pueblo Food Project.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$7,300 will be paid out of Project No. CI2207 for this service.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Not applicable to this Resolution.

RECOMMENDATION:

Approval of Resolution.

ATTACHMENTS:

1. 12-12-22 Joslyn Rafferty-Cammer - PFP Agreement for Professional Services -
Chicken Coop Coordinator

RESOLUTION NO. 15087

A RESOLUTION AWARDING AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$7,300 TO JOSLYN RAFFERTY-CAMMER TO COMPLETE WORK AS THE YOUTH LED CHICKEN COOP COORDINATOR

WHEREAS, informal competitive bids for the Youth Led Chicken Coop Coordinator have been received and examined; and

WHEREAS, the proposal of Joslyn Rafferty-Cammer of Pueblo, Colorado was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project Pueblo Food Project Youth Led Chicken Coop Coordinator;

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council authorizes Project Pueblo Food Project Youth Led Chicken Coop Coordinator to be performed and the agreement for said project is hereby awarded to Joslyn Rafferty-Cammer in the amount of \$7,300.00.

SECTION 2.

The Agreement for Professional Services between the City of Pueblo, a Municipal Corporation, and Joslyn Rafferty-Cammer, which is attached hereto and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 3.

Funds for the Project Pueblo Food Project Youth Led Chicken Coop Coordinator shall be paid from Project No. CI2207.

SECTION 4.

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

SECTION 5.

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.

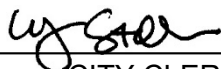
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT is made and entered this ____ day of _____, 20__ ("Effective Date"), by and between the City of Pueblo, a Colorado Municipal Corporation, (hereinafter referred to as "Client") and Joslyn Rafferty-Cammer, a Colorado sole proprietor, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to the Pueblo Food Project Youth-Led Chicken Coop Coordinator and related ancillary services, hereinafter referred to as the "Project". In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

(a) Consultant shall satisfactorily perform the professional consulting services for the Project described in more detail in *Schedule 1* attached hereto and incorporated herein by reference, including but not limited to providing the outlined Deliverables. Such services shall include all usual and customary professional consulting services in connection with Consultant's work on the Project.

(b) Consultant shall maintain prudent and accurate records of all transactions. The Consultant shall track all project activities. Client will not reimburse or otherwise pay for any of Consultant's transactions, as such costs are part of Consultant's business.

(c) To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.

(d) To the extent Consultant requires access to private property to perform its services hereunder, Consultant shall be required to make arrangements to obtain such access. However, in the event Client has already secured access for Consultant to any such property through a right of entry agreement, access agreement, letter of consent or other instrument, Consultant shall fully comply with and be subject to the terms and conditions set forth therein. A copy of any such instrument will be provided to Consultant upon request.

SECTION 2. CONSULTANT'S RESPONSIBILITIES.

(a) Consultant shall be responsible for the professional quality, technical accuracy, and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including reports and other services, notwithstanding Client's initial acceptance of same.

(b) Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; and Consultant hereby irrevocably waives and excuses Client and Client's attorneys from compliance with any requirement to obtain a certificate of review as a condition precedent to commencement of an action, including any such requirements set forth in Section 13-20-602, C.R.S. or similar statute, whether now existing or hereafter enacted.

(c) Consultant shall be completely responsible for the safety of Consultant's employees in the execution of work under this Agreement and shall provide all necessary safety and protective equipment for said employees, if any.

(d) Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Statement of Work described in *Schedule 1* or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated. Unauthorized work shall not be compensated.

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. \$7,300.00. Consultant may invoice Client for up to thirty-five (35) hours of Consultant work per calendar month at a rate of \$50 per hour of work. No monthly invoice from Consultant shall exceed \$1,750.00. Payments shall be made

within forty-five (45) days of invoice by Consultant.

(b) Consultant shall submit periodically, but not more frequently than monthly, records of time worked and services rendered. Records shall contain appropriate documentation, if available, evidencing that such services have been performed. Consultant must submit a written request and obtain signed approval prior to completing any work beyond the scope of this agreement.

(c) No separate or additional payment shall be made for profit, overhead, telephone expenses, travel, lodging, routine photocopying, computer time, secretarial or clerical time, or similar expenses.

(d) No compensation shall be paid to Consultant for services required and expenditures incurred in correcting Consultant's mistakes or negligence.

(e) Compensation for authorized work beyond the scope of this Agreement shall be governed by the provisions of Section 2(d).

(f) In the event services under this Agreement are phased and to be performed in more than one fiscal year or are subject to annual appropriation, Consultant acknowledges that funds only in the amount of initial appropriation are available and it shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

SECTION 4. CLIENT'S RESPONSIBILITIES.

(a) Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, data, and previous reports accessible to Client which Consultant may reasonably require.

(b) Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy.

(c) Client shall examine all documents presented by Consultant, and render decisions pertaining thereto within a reasonable time. The Client's approval of any reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.

(d) Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of fourteen (14) days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of forty-five (45) days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

SECTION 5. TERM AND TERMINATION.

(a) Term. The term of this Agreement begins on January 1, 2023 and ends on December 31, 2023, unless the project is completed by Consultant and approved by Client prior to that date or the term is sooner terminated in accordance with this Agreement. Client reserves the right to extend the term of this Agreement in one-year increments by written acceptance of both parties.

(b) Fund Appropriation. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of Client which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the Client.

(c) Client reserves the right to terminate this Agreement and Consultant's performance hereunder, at any time upon written notice, either for cause or for convenience. Upon such termination, Consultant and its subcontractors shall cease all work and stop incurring expenses, and shall promptly deliver to Client all data, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.

(d) Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid the monthly rate on a pro-rated basis for all services rendered and reasonable costs incurred to date of termination, together with any reasonable costs incurred within ten (10) days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or Client. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 3(a).

(e) In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by Client's Project Representative, then in that event, Consultant's entire right to compensation shall be limited to the lesser of: (a) the reasonable value of completed work to Client, or (b) payment at the monthly rate on a pro-rated basis for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.

(f) Consultant's professional responsibility for its completed work and services shall survive any termination.

SECTION 6. SITE ACCESS.

In the event the Project will require access to property not under the control of Client, Consultant and Consultant's employees and consultants shall obtain all additional necessary approval and clearances required for access to such property. Client shall assist Consultant in obtaining access to such property at reasonable times but makes no warranty or representation whatsoever regarding access to such property. Notwithstanding the foregoing, Consultant understands and agrees that entry to some property by Consultant may be subject to compliance by Consultant with the terms and conditions of an access agreement in accordance with section 1(d) of this Agreement.

SECTION 7. EQUIPMENT AND SOFTWARE.

Consultant will not be provided with Client owned equipment ("Equipment"), such as computers or software, for Consultant's work on the Project. All equipment must be provided by Consultant and Consultant shall make no claim to any Equipment or other Client property provided under this Agreement. Consultant shall cooperate in all instances with Client to ensure compliance with Client's policies, including its information technology policies, and the protection of Client's data and systems.

SECTION 8. USE OF DOCUMENTS.

Data, plans, reports, and all other documents prepared or provided by Consultant hereunder shall become the sole property of Client, and Client shall be vested with all rights therein of whatever kind or nature and however created, whether by common law, statute, or equity. Client shall have access at all reasonable times to inspect and make copies of all notes, plans, reports and all other data or other documents pertaining to the work to be performed under this Agreement. In no event shall Consultant publish work product developed pursuant to this Agreement except (i) with advance written consent of Client, which consent may be granted or withheld in Client's sole and absolute discretion, and (ii) in full compliance with the requirements of this Agreement and applicable regulations.

SECTION 9. INSURANCE AND INDEMNITY.

(a) Consultant agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, claims or damages because of injury to or destruction of property including loss of use resulting therefrom, and from claims for damages for professional liability.

(b) Consultant agrees to hold harmless, defend, and indemnify Client from and against any liability to third parties, arising out of negligent acts or omissions of Consultant, its employees, subcontractors, and consultants.

SECTION 10. REQUIRED GRANT PROVISIONS

(a) Consultant understands that Client may be funding the Project in whole or part with funds provided through private, State, and Federal grants, including but not limited to the American Rescue Plan Act (“ARPA”). Consultant agrees it is subject to and shall comply with all applicable provisions of said grants, the Act under which the contract award has been made, and applicable regulations.

(b) Consultant shall comply with all applicable Federal, State, and local laws applicable to its activities.

(c) All records with respect to any matters covered by this Agreement shall be available for inspection by Client and the grant providers at any time during normal business hours and as often as Client and the grant providers deem necessary, to audit, examine, and make excerpts or transcripts of relevant information, and otherwise to perform official functions or duties.

SECTION 11. SUBCONTRACTS.

(a) Client acknowledges that Consultant is the prime contractor and the only party with whom Client has a contractual relationship under this Agreement. To the extent Consultant performs any Project activities through subconsultants or subcontractors, Consultant shall contractually bind each of its subconsultants and subcontractors by subcontract agreement to all of the terms of this Agreement which are for the benefit of Client, and Client shall be a third-party beneficiary of those subcontract provisions.

(b) Consultant shall indemnify and defend Client from all claims and demands for payment for services provided by subcontractors of Consultant.

(c) Consultant acknowledges that, due to the nature of the services to be provided under this Agreement, the Client has a substantial interest in the personnel and consultants to whom Consultant assigns principal responsibility for services performed under this Agreement. Consequently, Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

SECTION 12. MISCELLANEOUS.

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, Attention: Nicholas A. Gradisar, Mayor, 1 City Hall Place, Pueblo, Colorado 81003; or to Consultant, Attention: Joslyn Rafferty-Cammer, 4405 Eagle Ranch Road, Pueblo, Colorado, 81004. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

(b) Entire Agreement. This instrument contains the entire agreement between Consultant and Client respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either Client or Consultant in relation thereto not expressly set forth in this instrument and its attachments is null and void. In the case of any conflict between the terms of this Agreement for Professional Services and terms of *Schedule 1* or any other attachment hereto, the terms of this Agreement shall govern.

(c) Successors and Assigns. This Agreement shall be binding on the parties hereto and on their successors and assigns; provided, however, neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to Consultant may be assigned by it without the written consent of Client, which consent may be withheld in Client’s sole and absolute discretion. Any assignment or attempted assignment in violation of this subsection shall be void.

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with the requirements of Section 4(b) of this Agreement or upon authorization of Client’s governing board.

(e) Choice of Law. This Agreement shall be governed and interpreted in accordance with the laws of the State of Colorado. Any unresolved dispute arising from or concerning any breach of this Agreement shall be decided in a state court of competent jurisdiction located in Pueblo, Colorado.

(f) Equal Employment Opportunity. In connection with the performance of this Agreement, neither Consultant nor its consultants shall discriminate against any employee or applicant for employment because of race, color, religion, sex, national origin, disability, gender orientation or age. Consultant shall endeavor to ensure that its employees are treated during employment without regard to their race, color, religion, sex, national origin, disability, gender orientation or age.

(g) Severability. If any provision of this Agreement, except for Section 2, is determined to be directly contrary to and prohibited by law, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law, then this entire Agreement shall be void.

(h) Electronic Signatures. This Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

SECTION 13. PERA LIABILITY.

Consultant shall reimburse the Client for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the Client under this Agreement.

IN WITNESS WHEREOF, the parties hereto have made and executed this Agreement as the Effective Date.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

JOSLYN RAFFERTY-CAMMER,
A COLORADO SOLE PROPRIETOR

By: _____
Naomi Hedden, Director of Purchasing

By: _____

Attest: _____
City Clerk

Title: _____

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney

SCHEDULE 1

Professional Consulting Services

Summary:

The Pueblo Food Project (PFP) is requesting Proposals from qualified consultants to develop an implementation plan and serve as a Coordinator for the Youth Led Chicken Coop Project in Pueblo County. This consultant will:

- Utilize research completed by the Pueblo Food Project to begin the process of setting up the program
- Utilize the list of recommended partners and locations to choose a site
- Create a step-by-step process for implementation of the program from location, to building, to program logistics
- Manage operations of the program
- Investigate and implement sustainability measures for the program

Deliverables:

- One complete assessment report including, at a minimum, the following sections
 - Executive summary
 - Implementation program steps
 - Process for full program implementation including: location, building materials & labor costs, upkeep and maintenance, staffing, and yield estimates
 - Overview of stakeholders and partnerships and roles each entity will play
 - Written curriculum and syllabus for a Youth Led Chicken Coop program over the course of a semester (and details on whether in-school, after-school, or fifth-day programming was chosen for this program)
 - Anticipated outcomes for students
- Manage the Youth Led Chicken Coop Program over the course of 1 year meeting with Pueblo Food Project staff and members on a monthly basis to give updates and discuss progress
- In the last 3 months of the calendar year provide an assessment report of the past year's program including:
 - Executive summary
 - Yield outcomes
 - # of students participating
 - # of organizations/partners/stakeholders involved
 - Evaluation of effectiveness of partnerships
 - Recommendations for next year's program
 - Program sustainability recommendations

Qualifications

- Demonstrated understanding of raising and caring of chickens in Pueblo
- Demonstrated understanding of farm and agricultural education
- Demonstrated experience in community assessment work
- Demonstrated understanding of the Pueblo Food Project

Budget

This is a fixed-cost contract with a budget of no more than \$7,300 for the calendar year. Expecting 5-8 hours of work per week on this project.

Proposal Requirements

- **Bidders must submit their bid with the following sections**

- Statement of purpose
 - Why do you want to do this work?
- Qualifications and relevant experience
 - What qualifications do you possess that lead you to believe you are qualified to successfully develop this report?
 - What other assessments have you developed that are similar?
- Proposed project plan
 - How will you go about this work?
 - What resources will you provide?
 - What resources will you need?
- References
 - Please include the name, email, and phone number of three references that can speak to your ability to do this work
- Proof of Insurance Coverage
 - The minimum insurance coverage which Consultant shall obtain and keep in force is 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. The consultant shall provide a Certificate of Insurance to the PFP upon award of project. (if applying as an individual the city pay provide a waiver instead of using proof of insurance).



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 12, 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 APPROVING REVISIONS TO THE STANDARD CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS FOR THE CITY OF PUEBLO

SUMMARY:

This Resolution approves revisions to the Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado dated April 11, 2022.

PREVIOUS COUNCIL ACTION:

Resolution 14853, dated April 11, 2022, adopted the Standard Construction Specifications and Standard Details.

BACKGROUND:

The Public Works Department – in coordination with other departments responsible for managing the City of Pueblo Public Infrastructure Systems – develops construction standards and specifications that apply to all City of Pueblo projects. The Standards also apply to construction work performed by developers and builders responsible for constructing public improvements in residential, commercial, and industrial developments within the City of Pueblo.

These standards ensure that the public infrastructure can safely meet the needs and demands of the public; that the City of Pueblo remains in compliance with state and federal law; and that the City of Pueblo responsibly approaches the management of the *total life-cycle cost* of constructing, operating, and maintaining its infrastructure systems. The Standards generally do not specify *what types* of improvements must be constructed for a given project, but they do address the required quality, materials, dimensions, capacities, and other physical and functional characteristics for public infrastructure systems.

The Standard Construction Specifications and Standard Details were adopted by City Council in April 2022. Since their adoption, certain administrative corrections are necessary to provide Clarification of Intent.

Attached to the Resolution are those sheets from the Standard Specifications and Standard Details that have been changed. Those changes that are deletions are stricken through and are in brackets. Those changes that are additions are underlined. All changes (either additions or deletions) are red.

FINANCIAL IMPLICATIONS:

Not applicable.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Since implementation of the Standard Construction Specifications and Standard Details in April 2022, the City of Pueblo has continued to engage with the Committee of Community Development (made up of local engineers, designers, builders, developers, representatives from PEDCO, and City Council members) to review and provide feedback on the Standards.

The Public Works Department desires to continue working with the Committee and other stakeholders on an annual basis to discuss specific areas of concern and any issues that may arise over time with respect to the Standard Construction Specifications and Standard Details.

ALTERNATIVES:

The existing Standard Construction Specifications and Standard Details will remain in effect if the Resolution is not approved.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 2022 Text Revisions
2. 2022 Detail Revisions

RESOLUTION NO. 15088

A RESOLUTION APPROVING REVISIONS TO THE STANDARD
CONSTRUCTION SPECIFICATIONS AND STANDARD DETAILS
FOR THE CITY OF PUEBLO

WHEREAS, Resolution 14853, dated April 11, 2022, adopted the Standard Construction Specifications and Standard Details; NOW, THEREFORE.

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Pursuant to and in furtherance of sections 4-2-2 (8), 12-3-1, 12-4-7 (J)(2), 12-4-7(J)(5)(b), 12-4-7 (J)(5)(c), 12-4-7 (J)(8), 12-6-5 (f), and 12-6-9 of the 1971 Code of Ordinances of the City of Pueblo, as amended, and upon recommendation by the City Engineer, City Council does approve the revisions to the Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado, published April 11, 2022 by the Department of Public Works, a true copy of which is attached hereto and made a part hereof by reference (hereinafter referred to as the "Standard Specifications").

SECTION 2.

After adoption of this Resolution, a true copy of the Standard Specifications shall be maintained on file in the office of the City Clerk for public inspection. Copies of the Standard Specifications shall be made available through the City's Department of Public Works and on the City of Pueblo Website.

SECTION 3.

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

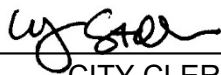
SECTION 4.

This Resolution shall become effective immediately upon final approval.

INTRODUCED: December 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

ARTICLE 6

AGGREGATE BASE COURSE

6.1 GENERAL

6.1.1 DESCRIPTION

The work under this article shall consist of furnishing, placing and compacting one or more courses of base or sub-base material to provide a firm foundation for subsequent construction. Aggregate base course shall conform with the lines, grades, and cross-sections shown on the plans and shall comply with these specifications.

6.2 MATERIAL

6.2.1 BASE AND SUB-BASE MATERIALS

Aggregate for base or sub-base material shall be composed of crushed stone, crushed gravel, or natural gravel which conforms to the quality requirements of AASHTO M 147 (latest revision).

The use of recycled asphalt product (RAP), recycled concrete (RC) not blended or mixed other material, or Fly-Ash blended with Class 6 aggregate base, may not be used unless approved by the City Engineer. At least 50% by weight of the material retained on the No. 4 sieve, and larger, shall have at least one fractured face. This material shall also conform to the following gradation requirements.

Table 6.1. Gradation requirements (Percent Passing Sieve Sizes by weight)

Sieve Size	Sub-base	Base Course	
	Class 1	Class 5	Class 6
4"	-	-	-
3"	-	-	-
2 ½"	100%	-	-
2"	95-100%	-	-
1 ½"	-	100%	-
1"	-	95-100%	-
¾"	-	-	100%
No. 4	30-65%	30-70%	30-65%
No. 8	-	-	25-55%
No. 200 (AASHTO T-11)	3-15%	3-15%	3-12%
Liquid Limit (AASHTO T-89)	35 MAX	30 MAX	30 MAX
Plasticity Index (AASHTO T-90)	6 MAX	6 MAX	6 MAX

The aggregate shall have a Los Angeles Abrasion Test (AASHTO T-96) percentage of wear not exceeding 45% (excluding Class 1). Class 1 material shall have a minimum R value of

69, or a minimum CBR of 40 when tested in accordance with AASHTO T-190 or T-193, respectively. Class 5 & 6 material shall have a minimum R value of 77, or a minimum CBR of 60.

6.2.2 CLASS 1 STRUCTURE BACKFILL

Class 1 structure backfill shall meet the following gradation requirements:

<u>Sieve Size</u>	<u>Mass Percent Passing Square Mesh Sieves</u>
<u>50 mm (2 inch)</u>	<u>100</u>
<u>4.75 mm (No. 4)</u>	<u>30-100</u>
<u>300 µm (No. 50)</u>	<u>10-60</u>
<u>75 µm (No. 200)</u>	<u>5-20</u>

In addition, this material shall have a liquid limit not exceeding 35 and a plasticity index of not over six when determined in conformity with AASHTO T 89 and T 90 respectively.

6.2.3 CLASS 2 STRUCTURE BACKFILL

Class 2 structure backfill shall be composed of suitable materials developed on the project. To be suitable for use under this classification, backfill shall be free of frozen lumps, wood, or other organic material. If the material contains rock fragments that, in the opinion of the Engineer, will be injurious to the structure, the native material shall not be used for backfilling and the Contractor shall furnish Class 1 structure backfill material at the contract unit price. If contract unit price does not exist for Class 1 structure backfill, it will be paid for in accordance with subsection 104.03.

6.2.4 CLASS 3 STRUCTURE BACKFILL

Class 3 structure backfill shall be a sandy gravel and meet the following gradation:

<u>Sieve Size</u>	<u>Mass Percent Passing Square Mesh Sieves</u>
<u>9.5 mm (3/8 inch)</u>	<u>90-100</u>
<u>4.75 mm (No. 4)</u>	<u>45-80</u>
<u>0.075 mm (No. 200)</u>	<u>5-12</u>

6.3 CONSTRUCTION REQUIREMENTS

6.3.1 SUBGRADE PREPARATION

Care shall be exercised in the hauling and placing of base/subgrade course materials to avoid segregation of the coarse and fine aggregates and to avoid contamination of the base/subgrade course materials with undesirable materials. Any ruts, holes, defects or soft yielding areas which occur in the subgrade for any cause shall be corrected and compacted to required density and stability before an aggregate base course is placed. These repairs shall be made at the expense of the contractor. Subsequent base course layers shall be

Table 6.2. Schedule of testing

Testing	Frequency
Gradation Analysis	1/Project Site or material change
Atterberg Limits (LL & PI)	1/Project Site or material change
Moisture/Density Curve	1/Project Site or material change
In-place density tests (AASHTO T-191, 205, 238) Includes thickness measurement	1/200 L.F. per lane

6.4 METHOD OF MEASUREMENT

Aggregate base course construction described herein will be measured as a separate pay item. Measurement shall be [~~volume in cubic yards or~~] by the ton as evidenced by weight tickets for each truckload or fraction thereof.

6.5 BASIS OF PAYMENT

Base course material, when directed by the City Engineer, used as replacement for unsuitable material will be paid as "Subgrade Stabilization" and shall include all costs associated with the excavation, removal and disposal of unsuitable materials and all costs associated with furnishing, placing and compacting the aggregate base material. This payment shall be full compensation for all materials, tools, equipment, and labor necessary to complete the work under this section in accordance with the plans and specifications.

8.1.5.7 Joints

Transverse joints shall be formed by cutting through the previously laid course to expose the full depth of the course. A coat of tack coat material shall be used on contact surfaces of all joints just before additional mixture is placed.

8.1.5.8 Weather Limitations

Hot mix asphalt shall be placed only on properly prepared unfrozen surfaces that are free of water, snow, and ice. The hot mix shall be placed only when both the air and surface temperatures equal or exceed the temperatures specified in Table 8.4 and the City Engineer determines that the weather conditions permit the pavement to be properly placed and compacted. If the temperature falls below the minimum air or surface temperature, paving shall stop. The temperature of the hot mix asphalt delivered to the jobsite shall not be less than 235°F.

Table 8.4. Minimum Surface and Air Temperature

<u>Compacted Layer Thickness</u>	<u>Minimum Surface and Air Temperature</u>	
	<u>Top Layer</u>	<u>Layers Below Top Layer</u>
<u>1-1/2"</u>	<u>60°F</u>	<u>50°F</u>
<u>2" - <3"</u>	<u>50°F</u>	<u>40°F</u>
<u>Note: Air temperature is taken in the shade. Surface is defined as the existing base on that the new pavement is to be placed.</u>		

8.1.5.9 Surface and Thickness Tolerances

The surface of the finished pavement shall be free from depressions exceeding 3/16" in 10', when tested with a straight-edge. All depressions exceeding the specified tolerances shall be corrected by removing defective work and replacing it with new material as directed. The surface shall be smooth and true to the established crown and grade. The required compacted thickness shall be as specified on the construction drawings.

8.1.6 RESTRICTION OF TRAFFIC

The Contractor shall arrange the work in such a manner as to cause a minimum of inconvenience to the traveling public and the abutting property owners. The Contractor shall submit to the Engineer a plan of this operation. In general, the Contractor shall be allowed to proceed as he proposes. However, the Engineer retains the authority to order the Contractor to schedule the proposed operation in another manner if such a change in schedule is to the benefit of the owner and beneficial to the interests of a good project. The Contractor shall arrange to have the haul vehicles operate over roads which will not be damaged by such vehicles. The Contractor shall provide all necessary Traffic Control in conformity with these provisions and specifications and with the ordinances and regulations of the City of Pueblo, MUTCD and ARTICLE 9 –Traffic Control; shall be paid for as specified in the contract documents.

ARTICLE 11

SANITARY SEWERS

11.1 GENERAL

11.1.1 DESCRIPTION

The work covered by this section of the specifications consists of the furnishing of all labor, supplies, equipment and materials and performing all operations in connection with the construction of sanitary sewers and appurtenances, as shown on the plans, as herein specified and directed by the City Engineer.

11.1.2 PLANS AND DATA

Profiles of the ground are shown on the plans for the work. The Contractor must satisfy himself regarding the character of the material to be excavated and the work to be done.

11.1.3 SOURCE OF SUPPLY

Materials complying with these specifications will be accepted from any source of supply. The Engineer reserves the right to reject the entire output of any source from which it is impossible to secure a continuous supply of satisfactory material or a source where conditions are such that the use of unfit material can be prevented only by extraordinary methods.

The Engineer may require the taking and testing of preliminary samples of material from any source before that source is approved for delivery.

The Contractor shall be held responsible for the care and storage of materials delivered on the work site or purchased for use thereon. Any material that has been delivered on the work site and has become damaged before actual incorporation in the work may be rejected by the Engineer even though it may previously have been accepted. Stored material will be so located as to facilitate thorough inspection.

Materials which do not meet the requirements of these specifications will be rejected and will be promptly removed from the work site.

11.2 MATERIALS

11.2.1 PIPE MATERIALS

All sanitary sewer mains shall be a minimum of eight inches (8") in diameter. Any sanitary sewer mains less than eight inches (8") will not be approved or accepted.

- (a) POLYVINYL CHLORIDE (PVC) PIPE. Polyvinyl chloride pipe shall be unplasticized polyvinyl chloride manufactured specifically for sanitary sewage and with an integral bell. All PVC pipe for diameters not exceeding fifteen inches (15") will conform to ASTM D3034 Standard Specifications. A minimum wall dimension ratio (ratio of the average specified outside diameter to the minimum specified wall thickness) shall be SDR 35. All PVC pipe for diameters eighteen inches (18") ~~through twenty-seven inches (27")~~ and greater shall conform to ASTM F679 Standard Specifications. ~~[A minimum wall dimension ratio will be SDR 35 (minimum wall thickness T-1, Table 1, ASTM F679)].~~

The bell end of all pipe shall contain a confined elastomeric gasket conforming to ASTM F477 and will be tested in accordance with ASTM D3212 Standard Specifications. PVC

pavement shall be clean, straight, and free from jagged intrusions and loose pieces. If the edges of the pavement are not straight, the Contractor shall saw cut back to a point where a straight edge can be maintained or overlay the asphalt patch with a minimum of 3x the nominal aggregate size asphaltic overlay extending two feet (2') beyond the edges of the asphalt patch. Concrete or asphalt removed from the trench surface shall not be used in the initial backfill, and all pieces exceeding eight inches (8") in any dimension shall be removed from the site.

If the distance from the lip line of the curb & gutter to the trench is less than 4 feet (4'), all asphalt shall be removed from lip to the trench line.

11.3.20 ASPHALT PAVED STREETS

When trenches for public mains are excavated in streets having an asphalt surface, the Contractor shall replace such surfacing as follows:

- (a) Place controlled low strength materials (CLSM) (flowable fill) having a minimum thickness of two (2) feet below the hot asphalt bituminous pavement.
- (b) Place hot bituminous asphalt pavement wearing surface having a minimum compacted thickness equal to the original pavement, or four inches (4"), whichever is greater.

All the foregoing materials and methods of application shall comply with ARTICLE 6 - AGGREGATE BASE CONSTRUCTION and ARTICLE 8 - PAVEMENT.

Outside of trench areas, the Contractor shall restore damaged bituminous surfaced streets to the condition which existed prior to construction. The Contractor shall make these repairs at his own expense if the damage is a result of his operations.

11.3.21 CONCRETE PAVED STREETS

When trenches are excavated in streets constructed of concrete, the Contractor shall replace said concrete with an equivalent concrete pavement. Said concrete pavement shall have a minimum thickness conforming to ARTICLE 8 - PAVEMENT and shall be placed on six inches (6") of Class 6 base conforming to ARTICLE 6 - AGGREGATE BASE CONSTRUCTION.

Outside of trench areas, the Contractor shall restore damaged concrete surfaced streets to the condition which existed prior to construction. The Contractor shall make these repairs at his own expense if the damage is a result of his operations.

11.3.22 CONCRETE CURB AND GUTTER, SIDEWALK, DRIVEWAY, ALLEY PAN AND DIP REMOVAL

Concrete curb and gutter, sidewalks, driveways, alley pans and dips shall be removed to the limits designated by the Engineer. All joints (except expansion joints) shall be saw cut prior to removal unless otherwise directed by the Engineer. Any concrete broken or disturbed by the Contractor outside of the designated limits shall be replaced at the expense of the Contractor at no cost to the project. Sawing shall be considered incidental and subsidiary to the pipeline excavation. See ARTICLE 4 – CONCRETE for additional requirements.

11.3.23 CITY RESERVES RIGHT TO DO REPAVING OR RESURFACING OF STREETS

The City reserves the right to do the repaving or resurfacing of the streets even though the Proposal lists quantities for doing such work. The Engineer may direct the Contractor to omit any portion or all of this repaving or resurfacing, in which case the Contractor shall not be entitled to any adjustment or allowance in contract prices.

12.2.4 CORRUGATED POLYPROPYLENE PIPE (CPP)

Twelve through 60-inch pipe shall be polypropylene or pre-approved equal. Pipe supplied shall be smooth interior and annular exterior corrugated polypropylene (CPP) pipe meeting the requirements of ASTM F2881 for respective diameters.

Pipe shall be joined using bell & spigot joints, meeting the requirements of ASTM F2881. The join shall be watertight according to the requirements of ASTM 3212. Gaskets shall meet the requirements of ASTM F477.

Fittings shall conform to ASTM F2881. Bell and spigot connections shall utilize a welded or integral bell and valley or inline gaskets meeting the watertight joint performance requirements of ASTM 3212. Gaskets shall meet the requirements of ASTM F477.

All corrugated polypropylene storm sewer shall be installed in accordance with ASTM D2321. Please refer to the CPP Storm Trench Installation Detail for all other installation requirements.

12.2.5 - POLYVINYL CHLORIDE (PVC)

Polyvinyl chloride pipe shall have a diameter to wall thickness ratio of not less than 35 (SDR 35) and shall conform to ASTM D3034 (for 15 inch diameter pipe and smaller) or ASTM F679 (for pipe diameters between 18 to 27 inches).

Where Polyvinyl Chloride pipe enters a manhole, flowable fill must be used to ensure proper support beneath the pipe. Flowable fill must be installed to the spring line of the highest PVC pipe and within the area of manhole excavation.

12.2.6 ~~[PIPE]~~ BEDDING FOR PIPE

Bedding for storm sewer pipe shall be Class "B" as defined in ARTICLE 11 - SANITARY SEWERS, Section 11.2. ~~10~~¹⁴ Class "B" Bedding Material. Limits for bedding around the pipe shall be as shown on the Standard Details.

12.2.7 CONCRETE MANHOLES

The requirements for storm sewer manholes shall be the same as those for sanitary sewers as defined in ARTICLE 11 – SANITARY SEWERS, Section 11.2.5, except:

- (a) Special manholes may be required for larger diameter pipes as noted on the Contract Drawings or in the Standard Details.
- (b) The wrapping of joints outside of the manhole with a butyl adhesive tape sealant is not required.

12.2.8 INLETS

Inlets (Catch Basins) shall be constructed of cast-in-place concrete in accordance with the standard detail of the type and size shown on the drawings. Precast concrete inlets may be used when approved by the Engineer with the added requirements shown on the "Pre-Cast Inlet Detail". Shop drawings for all precast inlets must be submitted to the Engineer for approval prior to installation. If differing site conditions require modifications to the precast inlet, the cost to modify or replace the inlet will be borne solely by the contractor. Inlets fabricated prior to the completion of the inlet piping will be at the contractor's risk.

[12.2.9 BRICK

~~Brick may only be used for modifications to existing brick structures. Brick to be used in the construction of manholes shall conform to the requirements of AASHTO M 91, Grade MM "Specifications for Sewer and Manhole Brick".]~~

12.2.9[40] CONCRETE GRADE RINGS

Reinforced concrete grade rings may be used in the adjustment of manhole castings. Grade rings shall have a minimum thickness of two inches (2") and a maximum thickness of six inches (6"). Total adjustment height shall not exceed the tolerances as shown on the Standard Details.

[12.2.11 MORTAR

~~The requirements for mortar to be used in storm sewer construction shall be the same as those for sanitary sewers as defined in ARTICLE 12 – SANITARY SEWERS, Section 12.2.8.]~~

12.2.10[42] CASTINGS AND MANHOLE RING & COVERS

The requirements for iron castings to be used in storm sewer manhole construction shall be the same as those for sanitary sewers as defined in ARTICLE 11[42] - SANITARY SEWERS, Section 11.2.8[42.2.9] with the following exception: The informational logo "No Dumping / Drains to River" shall be cast on the covers. Other castings shall be as shown on the Standard Details.

12.2.11[43] RIPRAP

Riprap shall consist of hard, dense, sound, rough fractured stone as nearly cubical as practicable. Thin slab type stones and flaking rock shall not be used. The stone shall have a specific gravity of at least 2.5. Concrete rubble is not acceptable for use as rip rap unless approved by the Engineer.

Stones shall be well graded in order that the voids can be filled. At least fifty percent (50%) of the mass shall be stones equal to or larger than the stone size called for on the plans. Stone size shall not be larger than the thickness of the riprap layer.

Riprap shall be placed to conform to the plan details. The larger size stones composing the riprap material shall be placed first and roughly arranged in close contact. The spaces between the larger stones shall then be filled with smaller stone of suitable size, so placed as to leave the surface evenly stepped, conforming to the contour required. The material may be machine placed with sufficient hand work to accomplish requirements of this specification.

Excavation for riprap shall be made to a neat line. Allowance will not be made for work outside of the neat line.

12.2.12[44] FILTER MATERIAL

Class A filter material shall consist of free draining sand, gravel, slag, or crushed stone. The material shall be uniformly graded from coarse to fine and shall meet the following gradation requirements:

SIEVE SIZE	PERCENT PASSING
3"	100
$\frac{3}{4}$ "	20-90
No. 4	0-20
No. 200	0-3

12.2. ~~13~~¹⁴ FILTER FABRIC

Filter fabric shall be a nonwoven polypropylene material conforming to the minimum performance specifications outlined below and designed for use under riprap. Acceptable products are Supac 4NP manufactured by Phillips 66, 0401T manufactured by Advanced Drainage Systems, Inc., or an approved equal.

Min. Thickness (mils) ASTM D1777	40
Min. Grab Strength (md/cd, %) ASTM D4632	50
Min. Grab Elongation (md/cd, %) ASTM D4632	50
Min. Burst Strength (psi) ASTM D3786	155
Min. Puncture Strength (lbf) ASTM D4833	55
Min. Permeability (cm/sec) ASTM D4491	0.2
Max. A.O.S. (Std. Sieve) ASTM D4751	35

12.2. ~~14~~¹⁴ TRACER WIRE

All provisions of Section 11.2.14 are applicable.

12.3 CONSTRUCTION REQUIREMENTS

Many portions of ARTICLE 11 - SANITARY SEWERS, Section 11.3 - CONSTRUCTION REQUIREMENTS are applicable to storm sewer construction; however, there are numerous exceptions and discrepancies. It is the intent of this section to include Section 11.3 – CONSTRUCTION REQUIREMENTS by reference and all provisions are applicable as though they were listed herein, unless specifically excepted or modified.

12.3.1 WATER LINE AND STORM SEWER CROSSINGS

Section 11.3.1 does not apply to storm sewer construction.

~~12.3.2 WATER LINE CROSSINGS~~

~~All provisions of Section 11.3.2 are applicable.]~~

12.3. ~~2~~³ RAILROAD AND HIGHWAY CROSSINGS

All provisions of Section 11.3. ~~2~~³ are applicable.

12.3. ~~3~~⁴ EXCAVATION - GENERAL

All provisions of Section 11.3. ~~3~~⁴ are applicable.

12.3.4[5] TRENCH EXCAVATION - WIDTH AND DEPTH

All provisions of Section 11.3.4[5] are applicable.

12.3.5[6] HANDLING EXCAVATED MATERIAL

All provisions of Section 11.3.5[6] are applicable.

12.3.6[7] UNSTABLE SUBGRADE

All provisions of Section 11.3.6[7] are applicable.

12.3.7[8] TRENCHES IN ROCK

All provisions of Section 11.3.7[8] are applicable.

12.3.8[9] QUICKSAND AND GROUNDWATER INFILTRATION

All provisions of Section 11.3.8[9] are applicable except that the following sentence be added; "Drainage of ground water during construction through any storm sewer pipeline will be allowed."

12.3.9[40] EXCAVATION FOR STRUCTURES

All provisions of Section 11.3.9[40] are applicable.

12.3.10[44] PIPE BEDDING LIMITS

All provisions of Section 11.3.10[44] are applicable except that the following sentence shall be added to the CLASS "A" - CONCRETE CRADLE BEDDING and CLASS "B" BEDDING subsections; "For reinforced concrete pipe (RCP), the bedding may be terminated at the springline (mid-depth) of the pipe."

12.3.11[42] PIPE LAYING

All provisions of Section 11.3.11[42] are applicable except the fourth paragraph pertaining to service wyes.

(a) ALIGNMENT

All provisions are applicable with the following modifications: delete the last sentence and replace with the following - At the City's request, deflection testing for PVC and HDPE storm sewer pipe by use of a mandrel shall be completed by the contractor or independent agency and paid for by the contractor or owner/developer. Deflection testing shall be done prior to paving and not less than thirty days after installation. The maximum allowable deflection shall not exceed five percent (5%) during the testing. Pipes larger than 36" in diameter may be entered and deflection levels measured directly."

(b) VERTICAL TOLERANCES

All provisions are applicable.

(c) JOINTING PIPE

All provisions are applicable.

12.3.12[43] BACKFILLING

All provisions of Section 11.3.12[43] are applicable except that Class “B” bedding is not required above the springline of reinforced concrete pipe. Also, add the following sentence to the sixth paragraph after the last sentence; “An additional compaction test is required for each inlet pipe run and may be taken along the pipe or at the inlet at the discretion of the Engineer.”

12.3.13[44] MANHOLE CONSTRUCTION AND ADJUSTMENT

All provisions of Section 11.3.13[44] are applicable except that drop manholes are not required unless specified on the drawings.

12.3.14[45] SANITARY SEWER SERVICE LINE INSTALLATIONS

Section 12.3.14[45] does not apply to storm sewer construction.

12.3.15[46] TESTING AND INSPECTION

Replace section 11.3.15[46] - TESTING AND INSPECTION with the following:

Prior to acceptance or payment, the Contractor must provide compaction test results to the City for the backfill compaction tests required in Section 11.3.13 - BACKFILLING. At the City’s request, deflection testing by use of a mandrel shall be completed for PVC and HDPE storm sewer pipe by the contractor or independent agency and paid for by the contractor or owner/developer. Deflection testing shall be done prior to paving and not less than thirty days after installation. The maximum allowable deflection shall not exceed five percent (5%) during the testing. Pipes larger than 36” in diameter may be entered and deflection levels measured directly.

Pipe shall be removed, replaced and retested if maximum deflection exceeds five percent of the pipe’s internal diameter. Pipe shall be retested for deflection by the City of Pueblo prior to the end of the two-year warranty period. Any pipe showing a deflection in excess of five percent shall be removed and replaced by the Contractor, at his expense.

All storm sewers will be inspected by closed-circuit television, by the City, after other utility installations and acceptance of all testing, but prior to construction of surface improvements over the new sewer unless otherwise authorized by the City. The Contractor shall thoroughly clean all sewers prior to televising by the City. The City requires five (5) working days advance notice for scheduling the televising and will be allowed five (5) working days to complete the television inspection.

Acceptance of the pipe will be granted by the Engineer only after all defects such as poor alignment, mislaid pipe, and broken or damaged pipe have been remedied, and the prescribed testing has been satisfactorily completed. Acceptance of the pipe does not relieve the Contractor of the responsibilities imposed by all other sections of these specifications.

12.3.16[47] CEANING SEWERS AND APPURTENANCES

All provisions of Section 11.3.16[47] are applicable.

12.3.17[48] REPLACING SIDEWALKS, CURB AND GUTTER, BASE COURSE, PAVING, ETC.

All provisions of Section 11.3.17[48] are applicable.

STORM SEWER REHABILITATION SPECIFICATIONS

If any part of a stormwater main or lateral is removed or damaged to facilitate a private utility main installation or replacement, then the stormwater main or lateral must be replaced from the point of damage to the nearest inlet or manhole. Deviations from this requirement must be approved in writing by the Director of Stormwater and the Director of Public Works. In no instance will a patch of the break or a repair sleeve in the stormwater pipe be allowed. The stormwater pipe must be installed at the same grade it was found prior to being disturbed. The Stormwater Utility Department must approve the pipe size and material and perform inspections during installation of the damaged stormwater pipe.

Compaction testing shall be performed in accordance with Section 12.3.13 of the City of Pueblo Standard Construction Specifications and Standard Details and testing shall be included for the bedding material.

12.4 METHOD OF MEASUREMENT

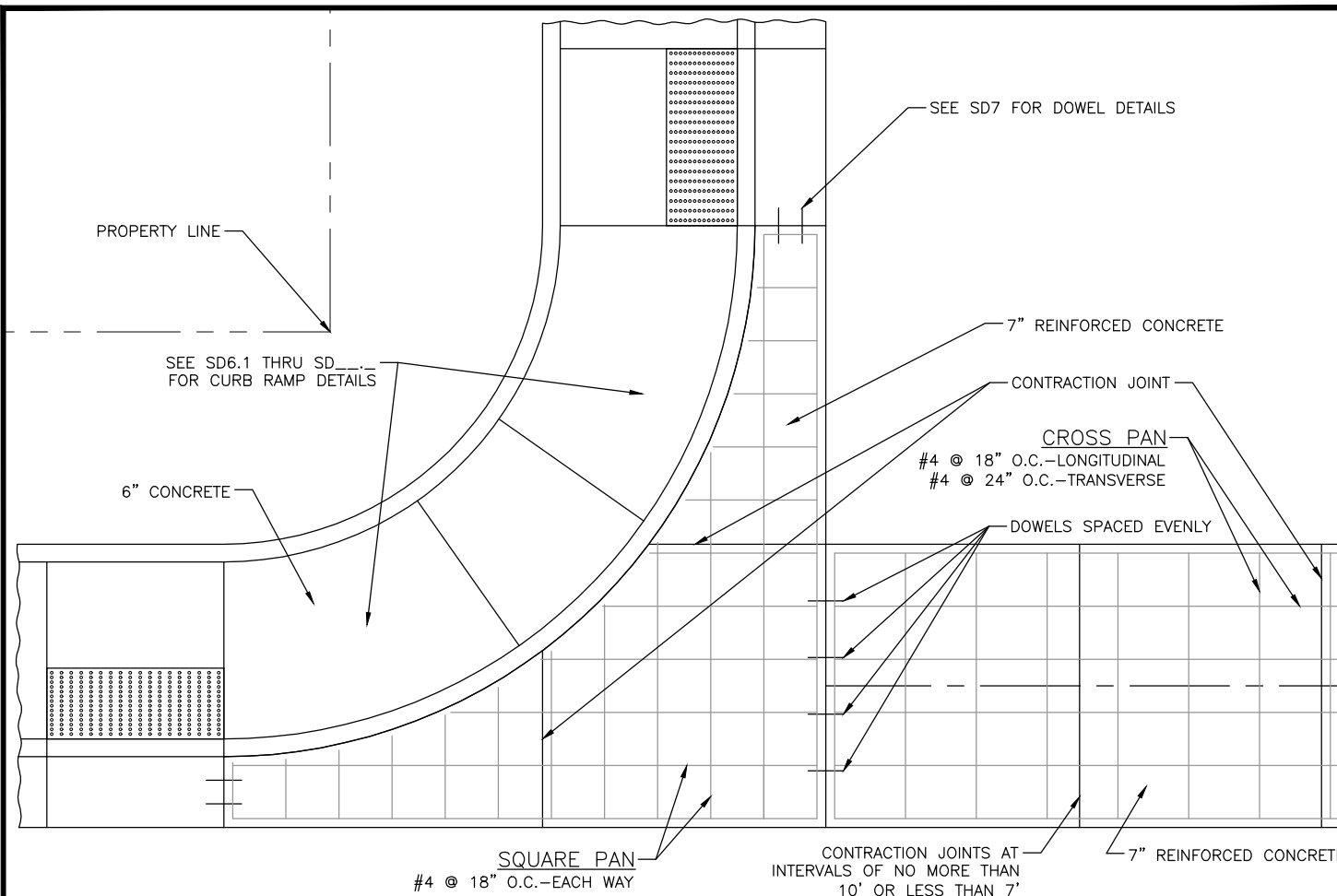
Method of measurement for storm sewer construction shall be as follows:

- (a) Inlets and Manholes - Each inlet or manhole constructed will be counted for payment by the contract unit.
- (b) Storm Sewer Pipe - The length of storm sewer pipe of various sizes and types shall be measured in feet along the centerline of acceptably laid storm sewer from inside of wall to inside of wall of manholes and/or inlets, or to end of pipe (excluding flared end sections).
- (c) Riprap - Shall be measured by the ton as evidenced by weight tickets or by the cubic yard as measured in the field. Method shall be determined by the bid schedule.
- (d) Flared End Section - Flared end sections shall be counted and paid for as each unit installed.

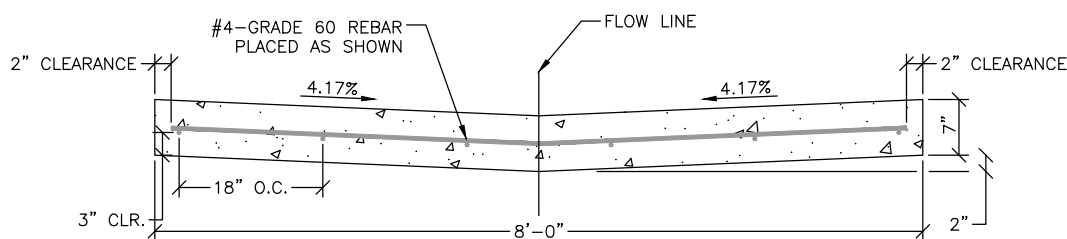
12.5 BASIS OF PAYMENT

Basis of payment for storm sewer construction shall be as follows:

- (a) Inlets and Manholes - Payment for inlets and manholes shall be full compensation to construct the complete unit in accordance with these specifications and the Standard Details. It shall include the ring and cover castings, concrete adjustment rings or brick, and all items incidental to the manhole or inlet.
- (b) Storm sewer pipe - Storm sewer pipe will be paid for at the contract unit price for the various sizes and types, installed complete in place. Said price shall include all joint materials, plugs, and other materials to construct in accordance with these specifications, and the standard details. It shall include but not be limited to all costs associated with



PLAN OF TYPICAL SQUARE PAN & CROSS PAN
SCALE: 1"=5'



CROSS PAN X-SECTION DETAIL
SCALE: 1"=2'

NOTES:

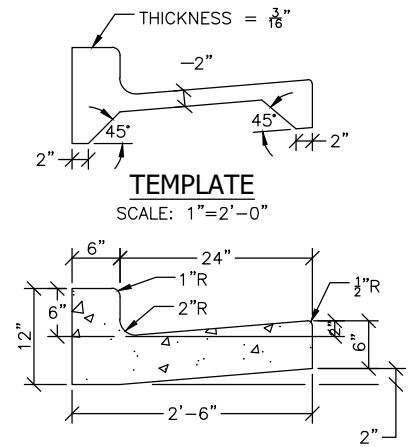
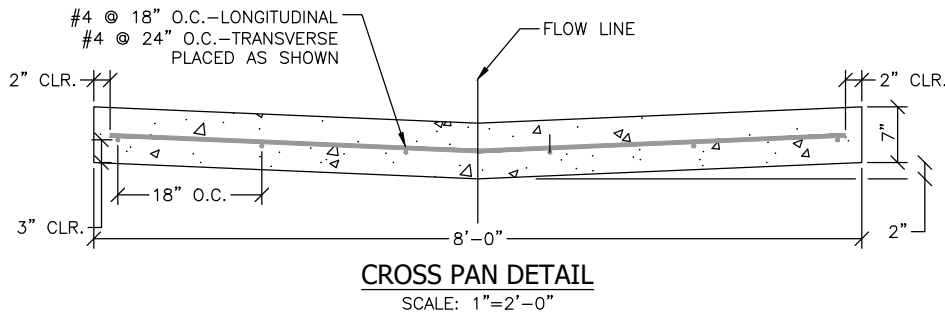
1. THE CONTRACTOR SHALL USE #4-GRADE 60 REINFORCING BARS.
2. ALL REINFORCING SHALL BE SECURELY TIED AND PROPERLY SUPPORTED USING APPROVED CHAIRS.
3. DOUBLE GUTTER EXPANSION JOINTS SHALL BE PLACE NOT MORE THAN TWO HUNDRED (200) FEET APART.
4. ALL CURB AND GUTTER AND DOUBLE GUTTER EXPANSION JOINTS SHALL BE DOWELED AS SHOWN IN THE DETAILS. (SEE SD7 FOR DOWELED DETAILS)
5. SEE CURB RAMP DETAILS FOR SONSTRUCTION AND EXPANSION JOINT LOCATIONS AT CORNERS.

10/17/2022
REVISION

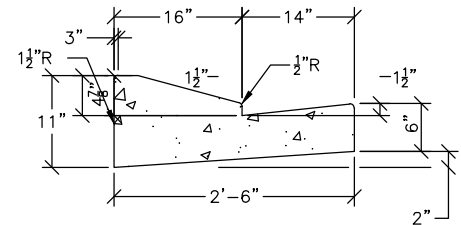
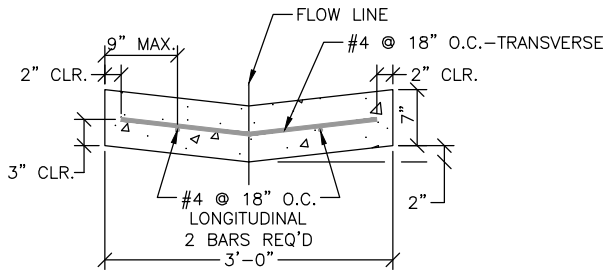


SQUARE PAN & CROSS PAN DETAIL
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

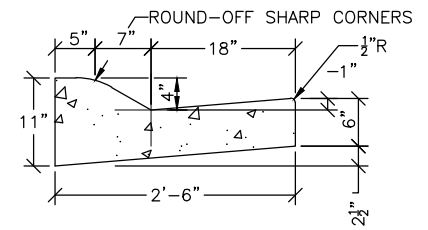
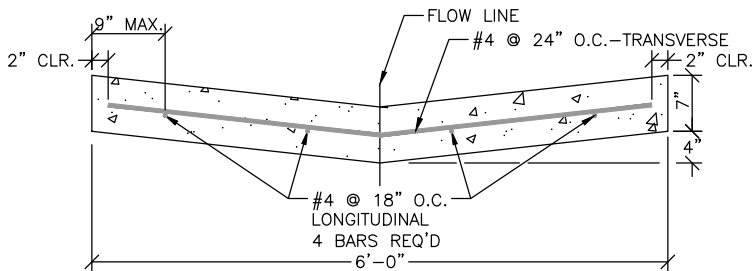
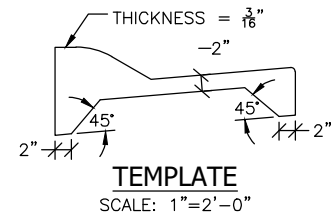
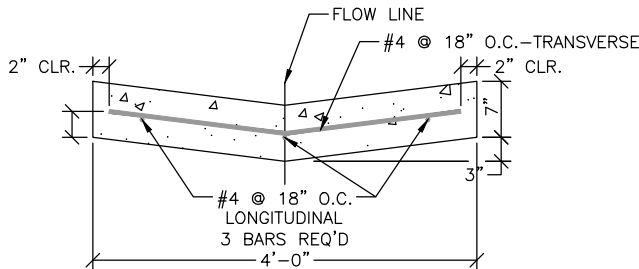
SD1.2
DRAWN BY: JM
CHECKED BY: BQ
APPROVED BY: CR



STANDARD CURB & GUTTER
SCALE: 1"=2'-0"

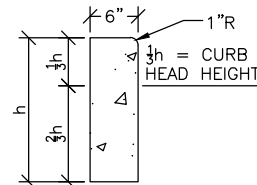


MODIFIED RAMP CURB & GUTTER
SCALE: 1"=2'-0"

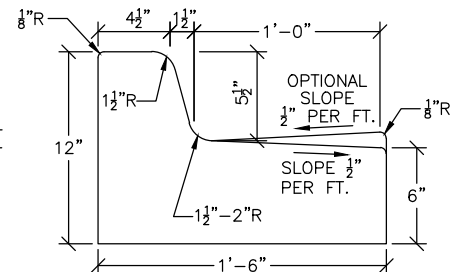


ROLLED CURB & GUTTER
SCALE: 1"=2'-0"

DOUBLE GUTTER DETAILS
SCALE: 1"=2'-0"



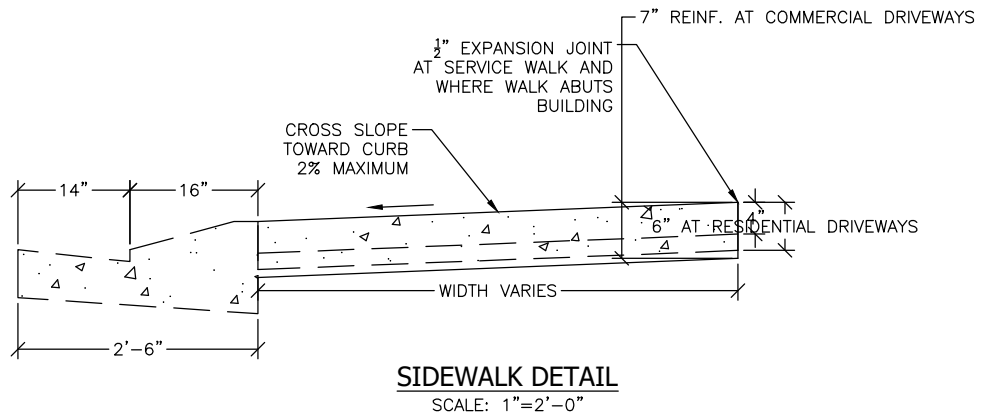
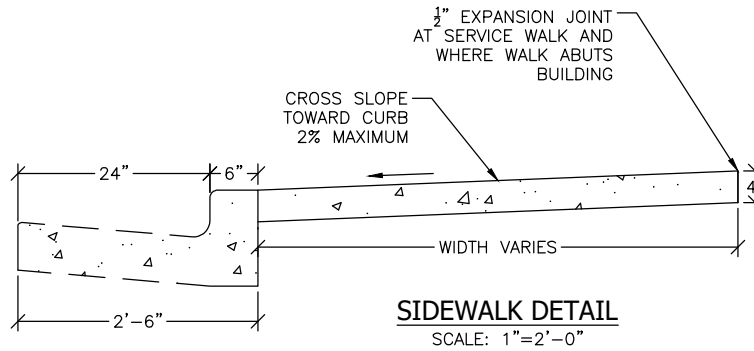
6" CURB HEAD
SCALE: 1"=2'-0"



CURB & GUTTER TYPE 2
SECT. 1-B
SCALE: 1"=1'-0"

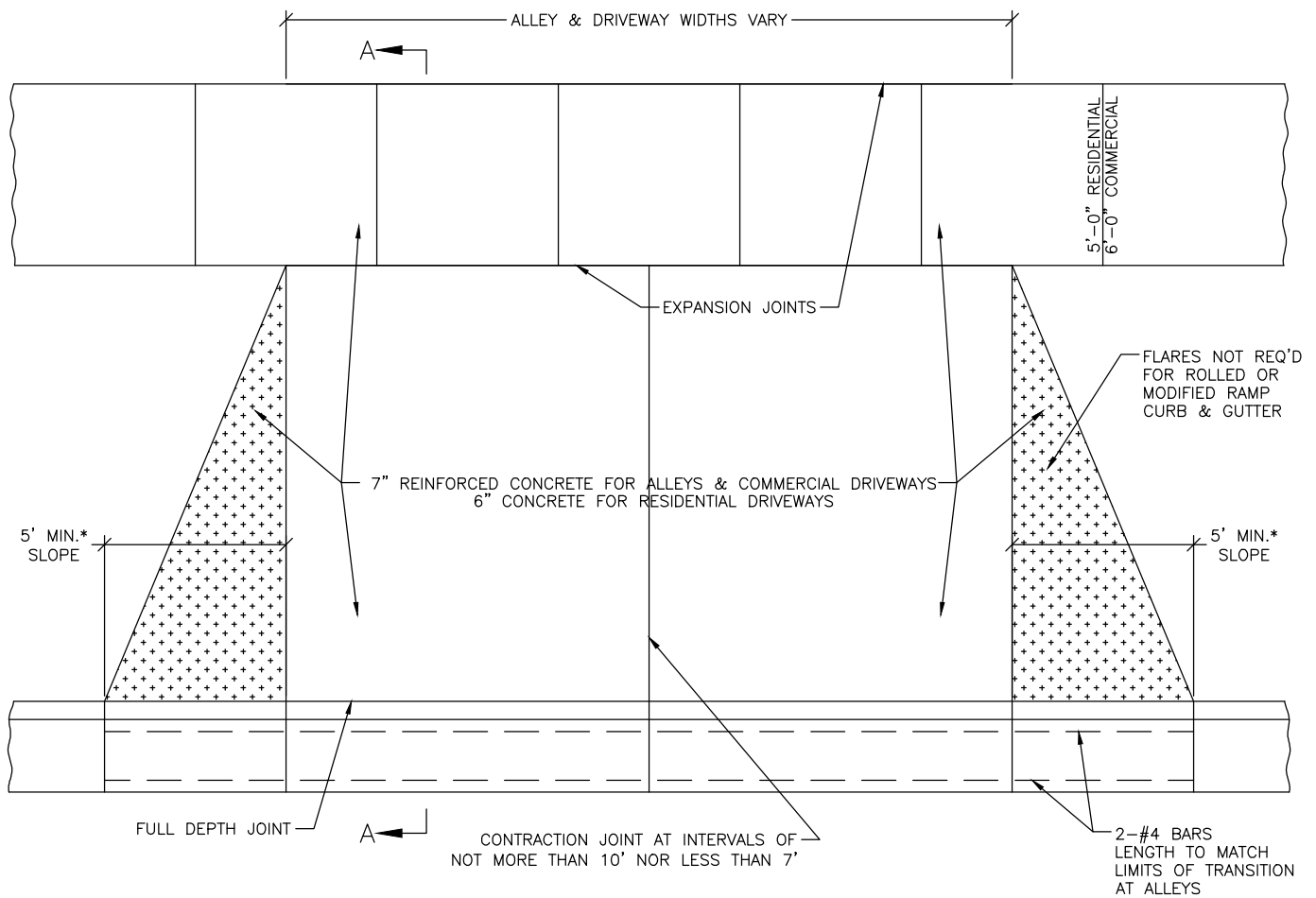
NOTES:

1. PROVIDE 2-#4 REINFORCING BARS IN GUTTER SECTIONS AT ALLEYS - SEE SD4.
2. PROVIDE TOOLED CONTRACTION JOINTS @ 10' O.C. ALL CURB AND GUTTER SHALL HAVE DOWELED EXPANSION JOINTS AT 200 FEET O.C.-MAXIMUM.
3. SEE APPLICABLE DETAILS FOR GUTTER SLOPE MODIFICATIONS AT CURB RAMPS.



NOTES:

1. THAT PORTION OF ANY WALK AT DRIVEWAY CROSSING OR AT ANY PROBABLE CROSSING MUST BE AT LEAST 6" THICK. THIS REGULATION APPLIES TO ALL NEW SIDEWALK CONSTRUCTION AND ALL SIDEWALK REPLACEMENT.
2. 1/2" EXPANSION JOINTS SHALL BE PLACED AT INTERVALS OF NOT MORE THAN ONE HUNDRED (100) FEET OR AT DRIVE CUTS AT THE TOP OF SLOPES IN SIDEWALKS.
3. CONTRACTION JOINTS ARE TO BE AT 5' UNLESS OTHERWISE DIRECTED BY THE CITY.

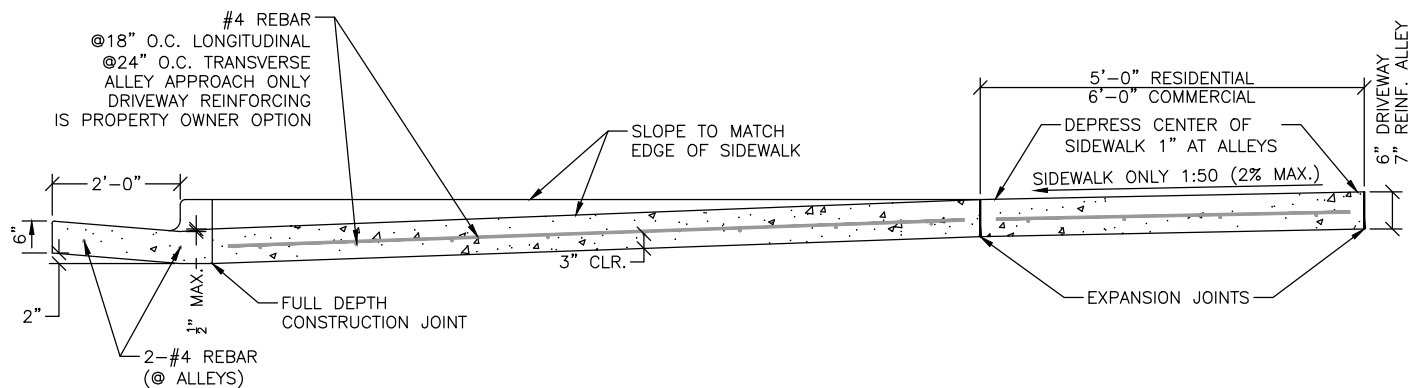


PLAN OF TYPICAL ALLEY APPROACH & DRIVEWAY DETAIL FOR SETBACK SIDEWALK

SCALE: 1"=5'-0"

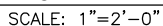
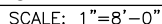
NOTE:

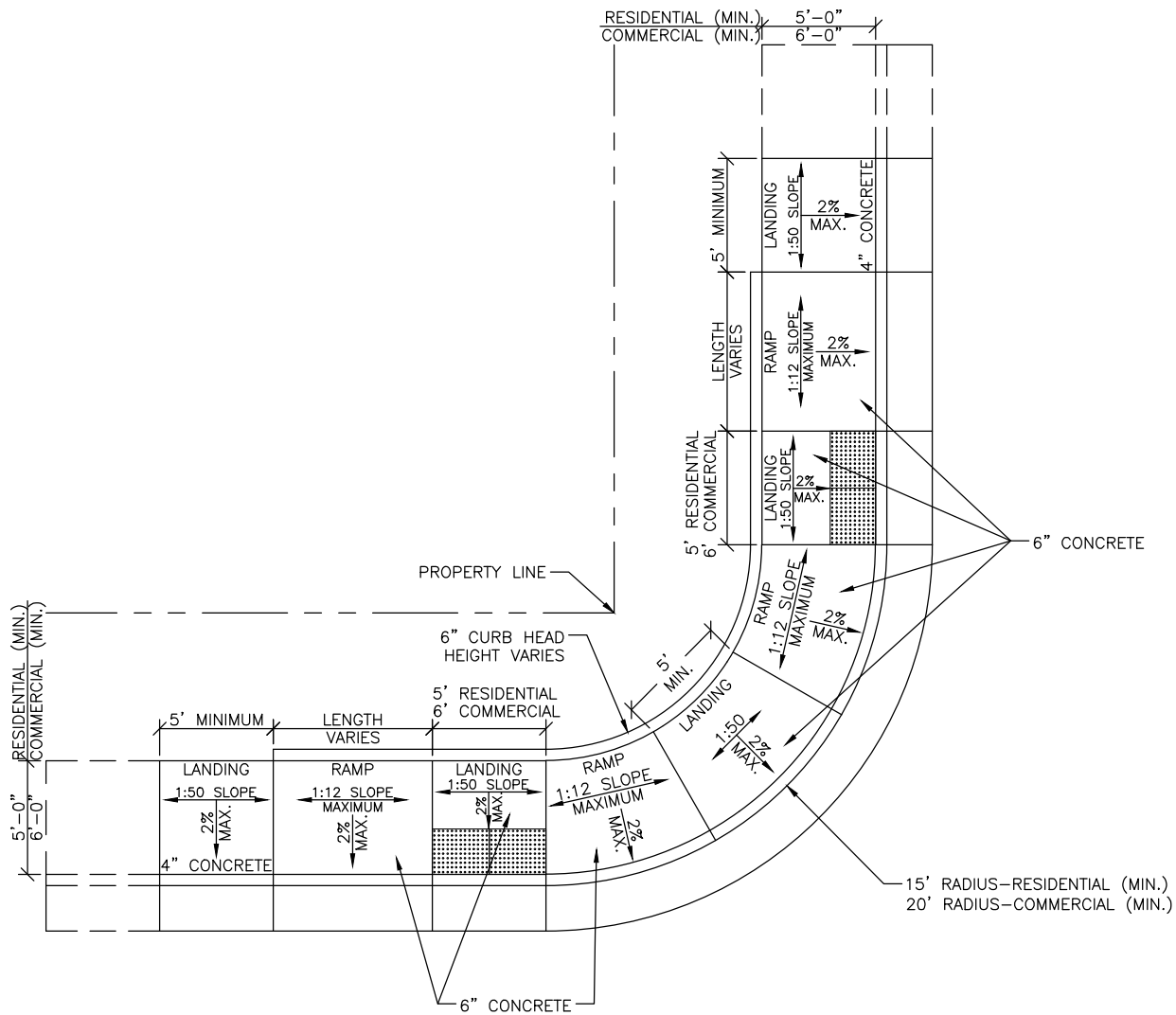
* - MAY BE REDUCED WITH PERMISSION (2' MIN.)
(NOT REQUIRED AT TYPE 2 RAMP CURB)



SECTION A-A - ALLEY & DRIVEWAY GUTTER DETAIL

SCALE: 1"=3'-0"

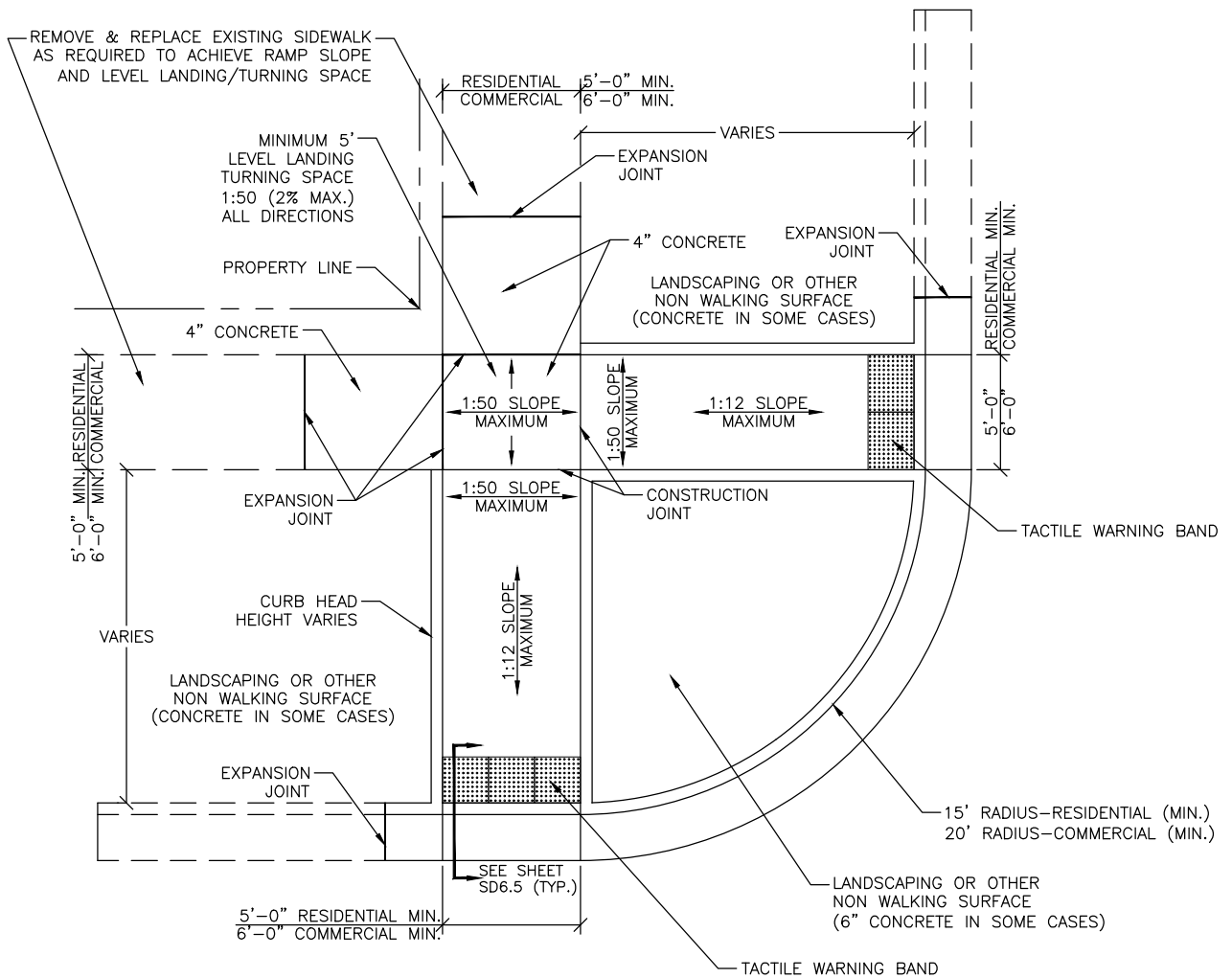




TYPE A RAMP

NOTES:

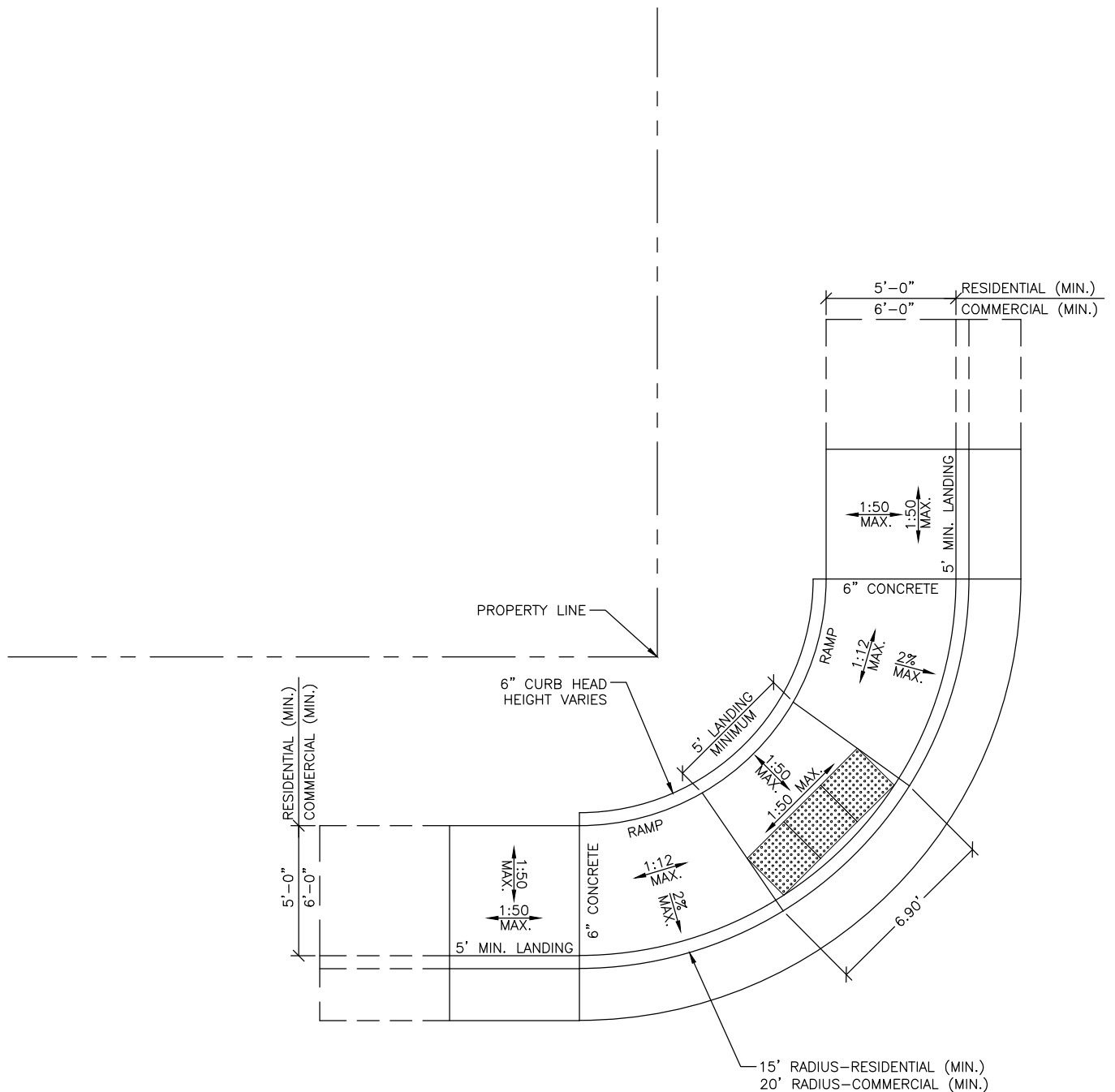
1. ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO THE APPLICABLE PROVISIONS OF APPENDIX A OF 28CFR PART 36 (ADAAG) LATEST EDITION.
2. RAMP SLOPES SHALL NOT BE STEEPER THAN 1:12. DIMENSIONS AND OR ARRANGEMENTS SHOWN SHALL BE MODIFIED AS NECESSARY TO MEET THIS REQUIREMENT.
3. LOCATION OF RAMPS MAY BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.
4. THE FLOWLINE GRADIENT AT THE GUTTER, THE ENTIRE WIDTH OF EACH RAMP, SHALL NOT EXCEED 2.00%.



TYPE B RAMP

NOTES:

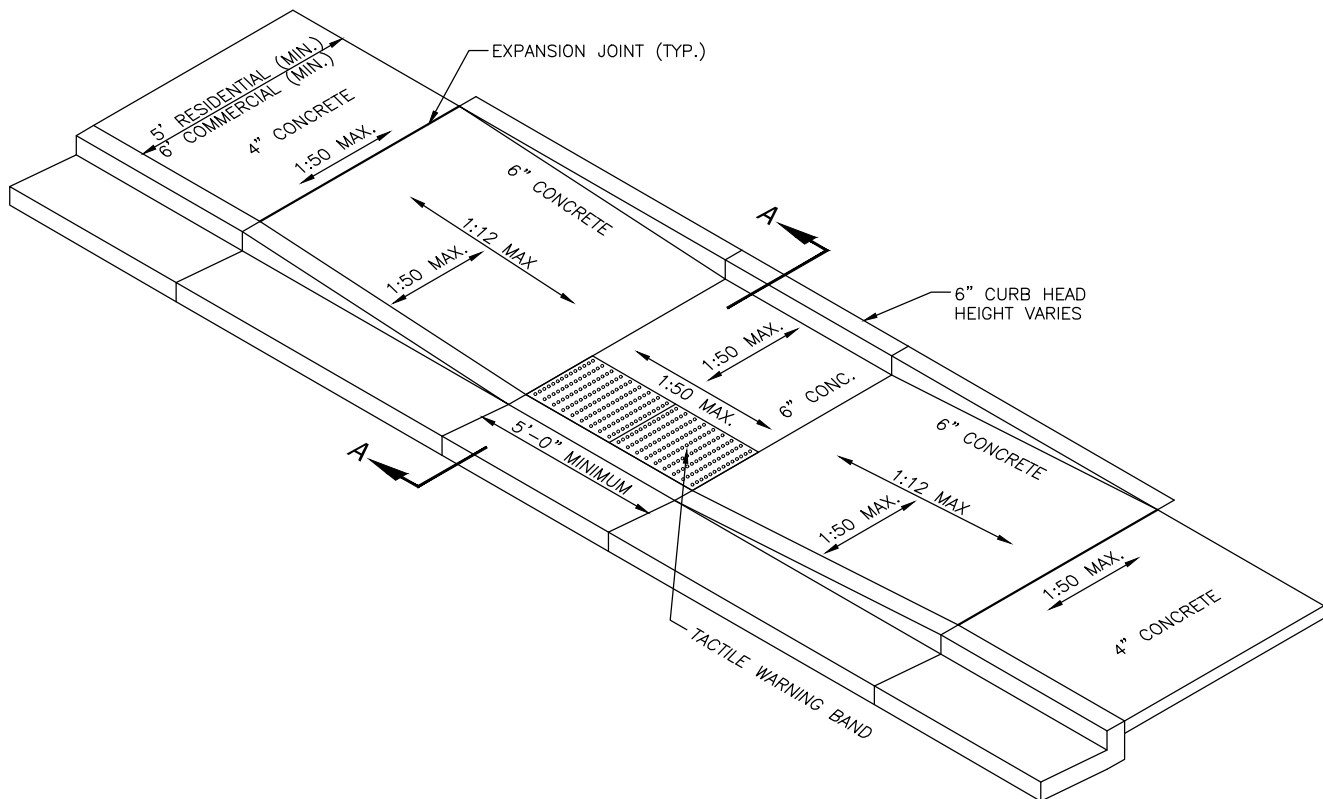
1. ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO THE APPLICABLE PROVISIONS OF APPENDIX A OF 28CFR PART 36 (ADAAG) LATEST EDITION.
2. RAMP SLOPES SHALL NOT BE STEEPER THAN 1:12. DIMENSIONS AND OR ARRANGEMENTS SHOWN SHALL BE MODIFIED AS NECESSARY TO MEET THIS REQUIREMENT.
3. LOCATION OF RAMPS MAY BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.
4. THE FLOWLINE GRADIENT AT THE GUTTER, THE ENTIRE WIDTH OF EACH RAMP, SHALL NOT EXCEED 2.00%.



TYPE C RAMP

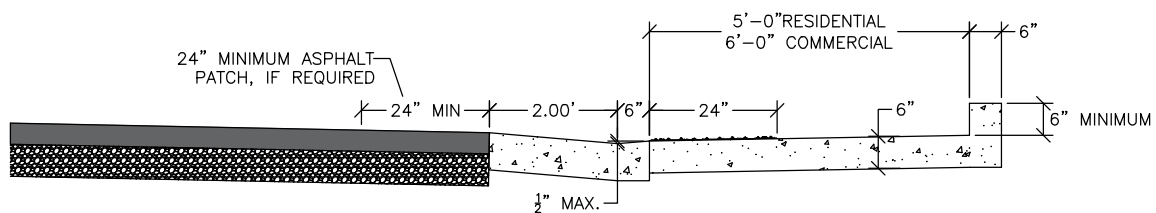
NOTES:

1. ALL CURB RAMPS SHALL BE CONSTRUCTED TO CONFORM TO THE APPLICABLE PROVISIONS OF APPENDIX A OF 28CFR PART 36 (ADAAG) LATEST EDITION.
2. RAMP SLOPES SHALL NOT BE STEEPER THAN 1:12. DIMENSIONS AND OR ARRANGEMENTS SHOWN SHALL BE MODIFIED AS NECESSARY TO MEET THIS REQUIREMENT.
3. LOCATION OF RAMPS MAY BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.
4. THE FLOWLINE GRADIENT AT THE GUTTER, THE ENTIRE WIDTH OF EACH RAMP, SHALL NOT EXCEED 2.00%.



TYPE D RAMP

SCALE: 1"=5'-0"



SECTION A-A

SCALE: 1"=3'-0"

NOTES:

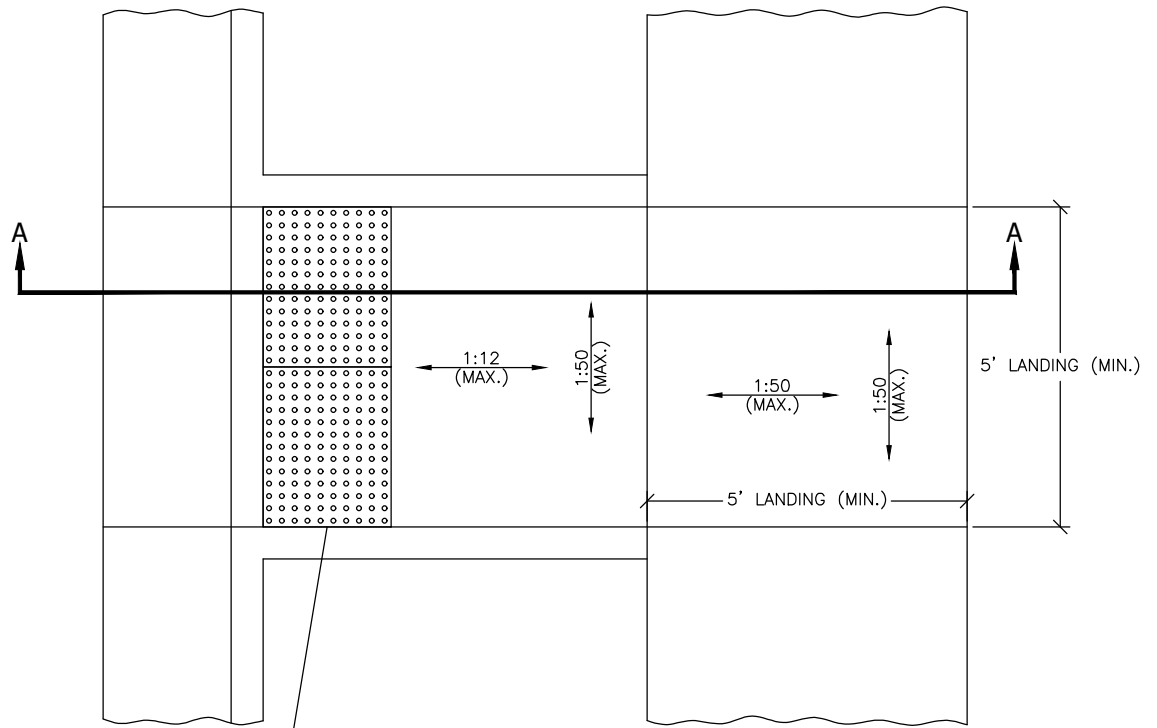
ALL CURB RAMP SHALL BE CONSTRUCTED TO CONFORM TO THE APPLICABLE PROVISIONS OF APPENDIX A OF 28 CFR PART 36 (ADAAG) LATEST EDITION

RAMP SLOPES SHALL NOT BE STEEPER THAN 1:12.

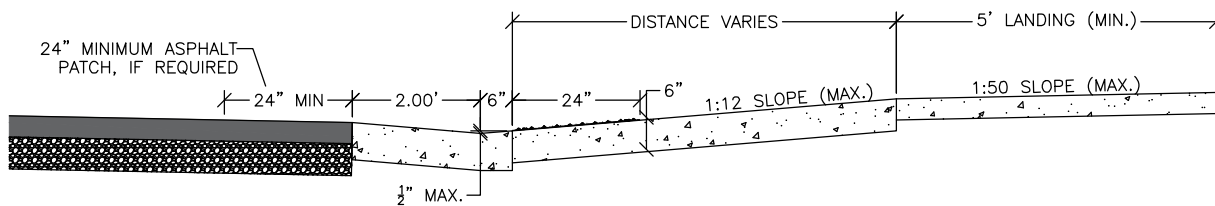
DIMENSIONS AND/OR ARRANGEMENTS SHOWN SHALL BE MODIFIED AS NECESSARY TO MEET THIS REQUIREMENT.

LOCATION OF RAMP MAY BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.

THE FLOWLINE GRADIENT AT THE GUTTER, THE ENTIRE WIDTH OF EACH RAMP, SHALL NOT EXCEED 2.00%

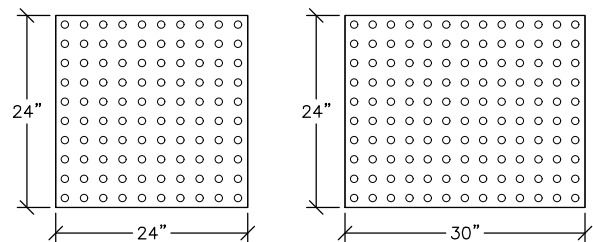


TACTILE WARNING BAND SHALL BE 24" WIDE AT THE BOTTOM OF EACH RAMP (UNLESS SHOWN OTHERWISE) AND SHALL EXTEND THE FULL LENGTH OF THE RAMP. SEE DETAIL SD6.1 THRU SD6.4



SECTION A-A

SCALE: 1"=3'-0"



NOTES:

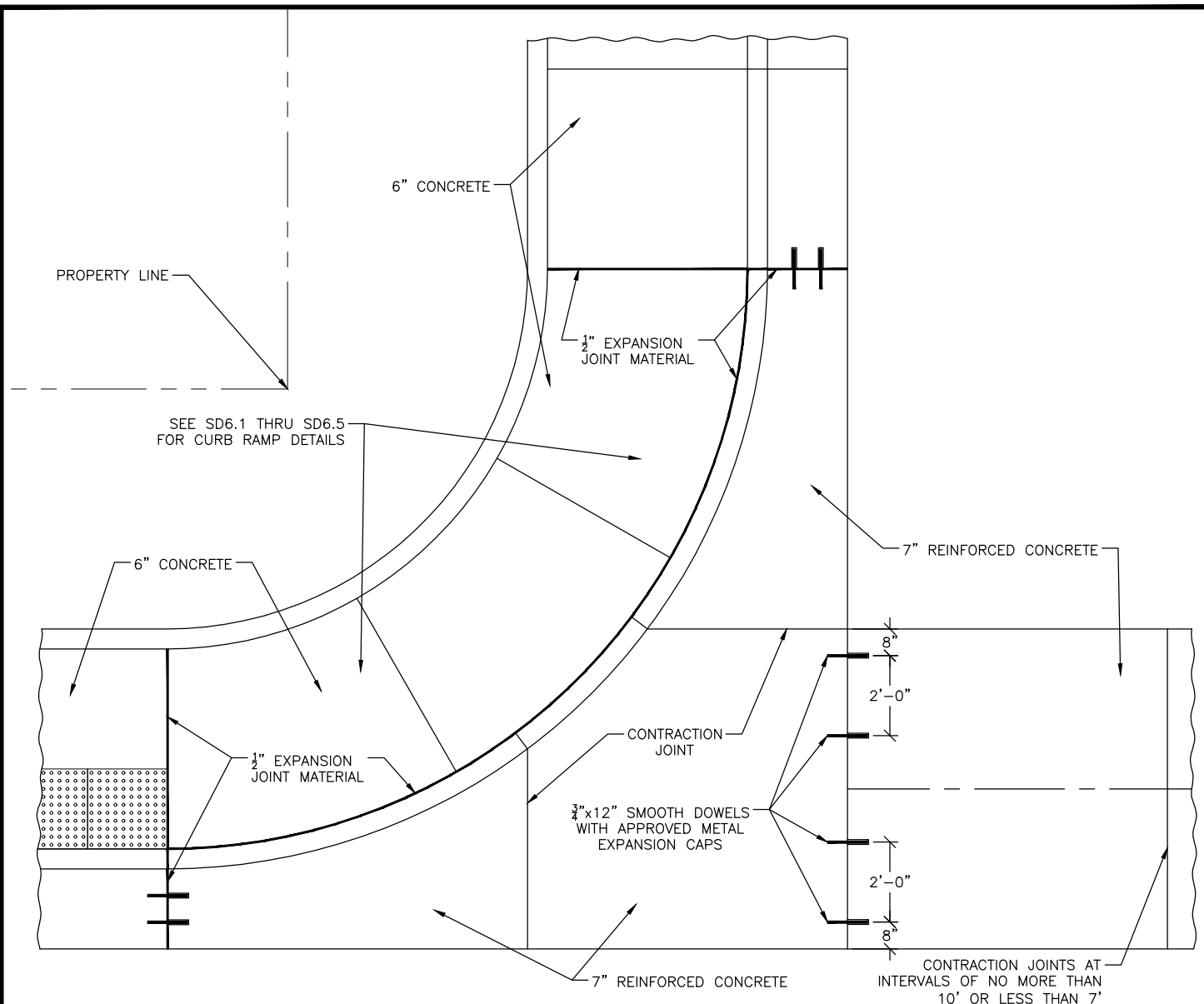
ALL CURB RAMP SHALL BE CONSTRUCTED TO CONFORM TO THE APPLICABLE PROVISIONS OF APPENDIX A OF 28 CFR PART 36 (ADAAG) LATEST EDITION

RAMP SLOPES SHALL NOT BE STEEPER THAN 1:12.

DIMENSIONS AND/OR ARRANGEMENTS SHOWN SHALL BE MODIFIED AS NECESSARY TO MEET THIS REQUIREMENT.

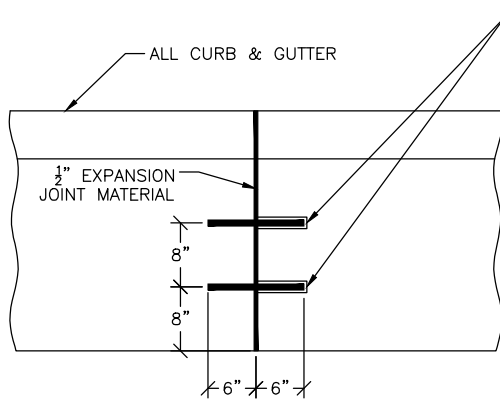
LOCATION OF RAMP MAY BE ADJUSTED TO FIT FIELD CONDITIONS AS DIRECTED BY THE ENGINEER.

THE FLOWLINE GRADIENT AT THE GUTTER, THE ENTIRE WIDTH OF EACH RAMP, SHALL NOT EXCEED 2.00%



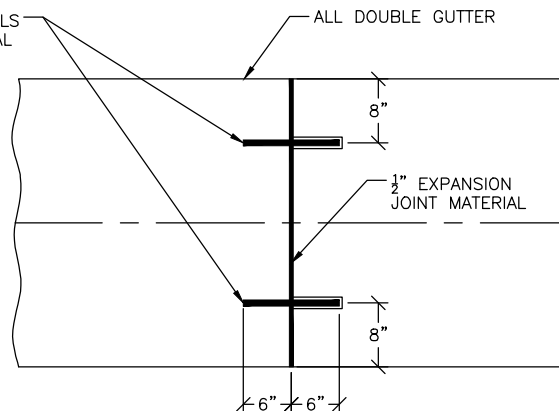
SQUARE PAN AND CROSS PAN

SCALE: 1"=4'-0"



CURB & GUTTER

SCALE: 1"=2'-0"



DOUBLE GUTTER

SCALE: 1"=2'-0"

10/17/2022
REVISION

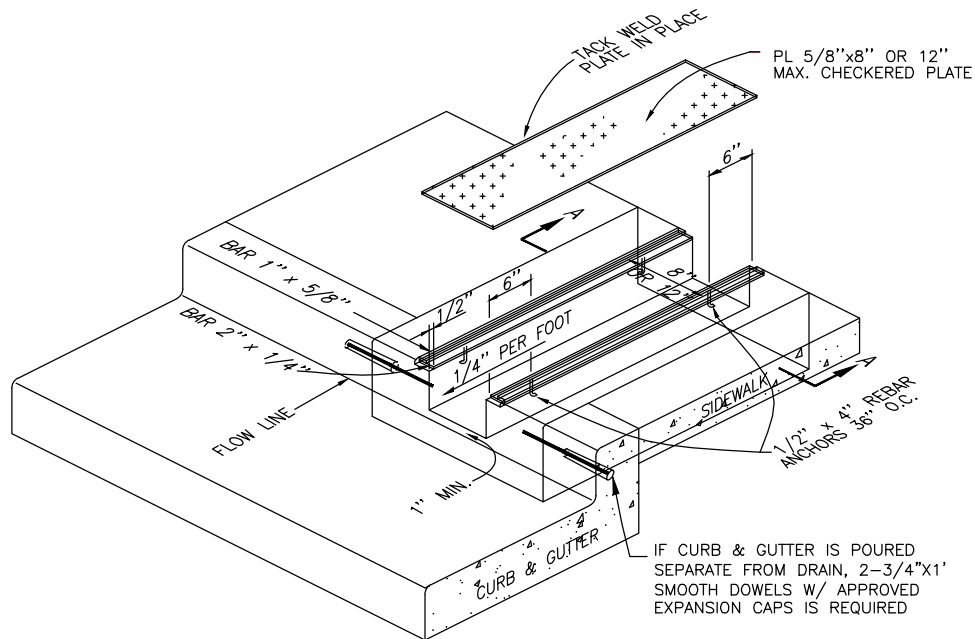


EXPANSION JOINT & DOWEL DETAILS

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

SD7

DRAWN BY: JM
CHECKED BY: BQ
APPROVED BY: CR



NOTES:

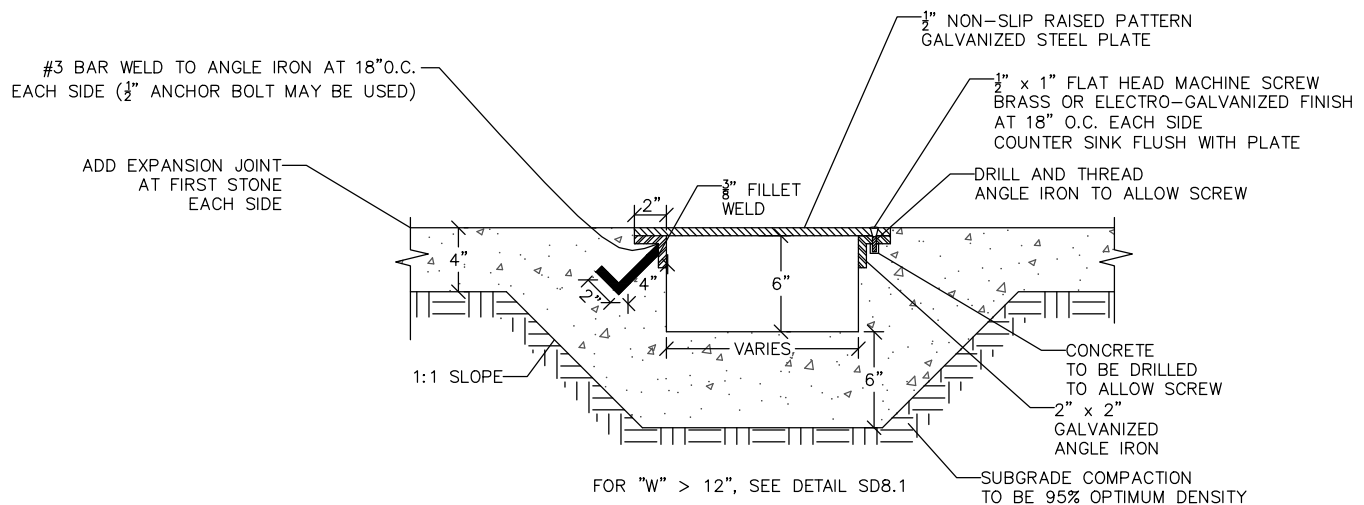
ALL STEEL SHALL RECEIVE ONE COAT RED OXIDE METAL PRIMER AND ONE FIELD COAT BLACK ENAMEL.

FOR INSTALLATION OF A SIDEWALK DRAIN WHERE THERE IS EXISTING CURB AND GUTTER A FIVE (5') FOOT MINIMUM SECTION OF CURB AND GUTTER MUST BE REMOVED.

REMOVAL OF JUST THE CURB HEAD FOR INSTALLATION OF SIDEWALK DRAIN WILL NOT BE ALLOWED

SIDEWALK DRAIN DETAIL

SCALE: 1"=2'-0"



SECTION A-A

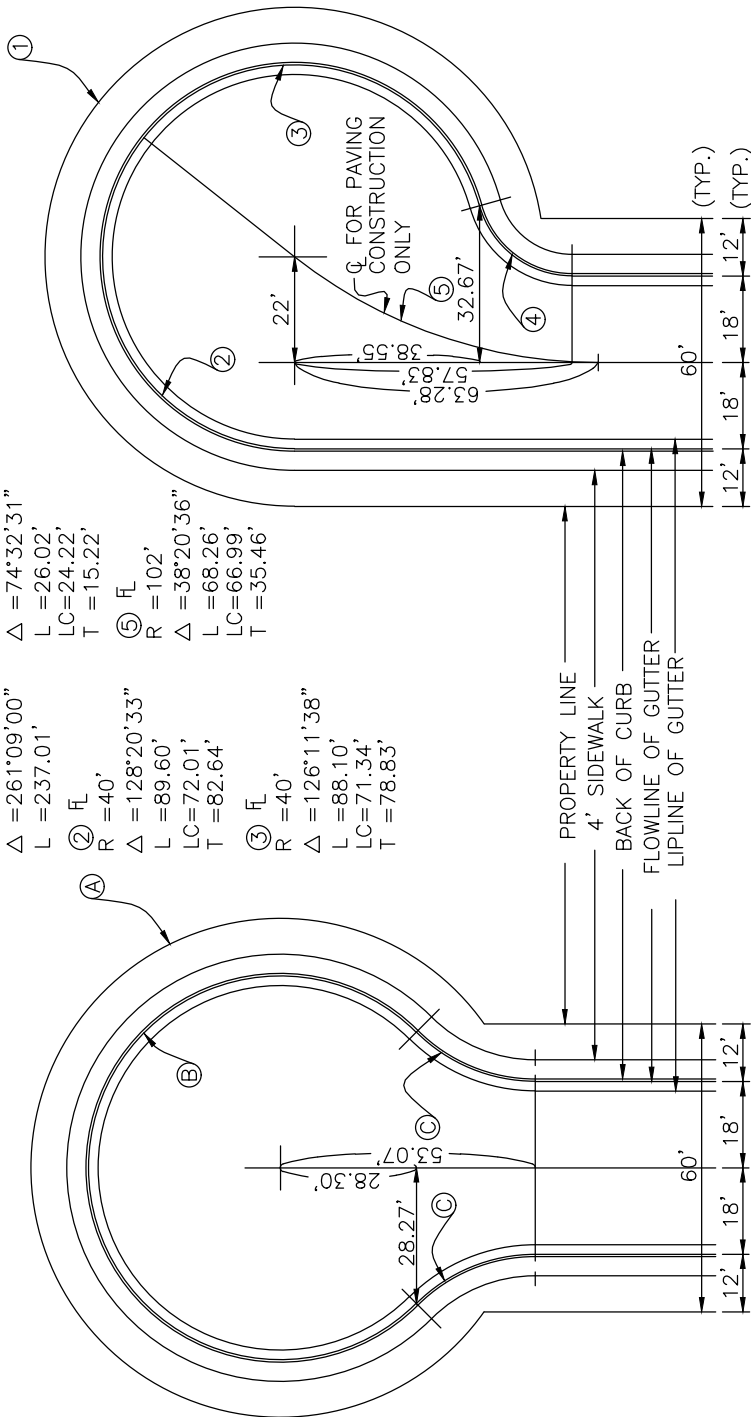
SCALE: 1"=1'-0"

CURVE DATA

①	R = 52'	④	R = 20'
	$\Delta = 261^{\circ}09'00''$		$\Delta = 74^{\circ}32'31''$
	L = 237.01'		L = 26.02'
			LC = 24.22'
			T = 15.22'
②	R = 40'	⑤	R = 102'
	$\Delta = 128^{\circ}20'33''$		$\Delta = 38^{\circ}20'36''$
	L = 89.60'		L = 68.26'
	LC = 72.01'		LC = 66.99'
	T = 82.64'		T = 35.46'
③	R = 40'		
	$\Delta = 126^{\circ}11'38''$		
	L = 88.10'		
	LC = 71.34'		
	T = 78.83'		

CURVE DATA

①	R = 52'
	$\Delta = 289^{\circ}31'52''$
	L = 262.77'
②	R = 40'
	$\Delta = 270^{\circ}04'16''$
	L = 188.55'
③	R = 35'
	$\Delta = 45^{\circ}02'08''$
	L = 27.51'
	LC = 26.81'
	T = 14.51'

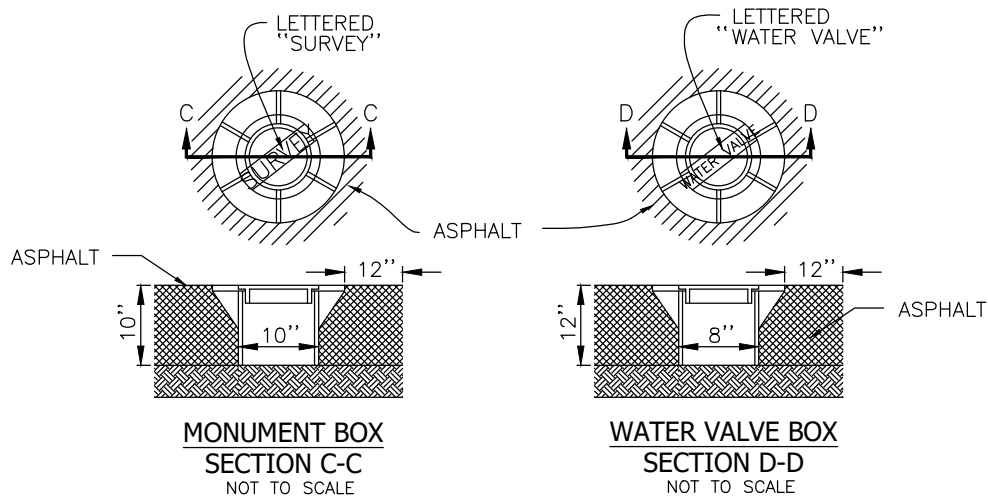
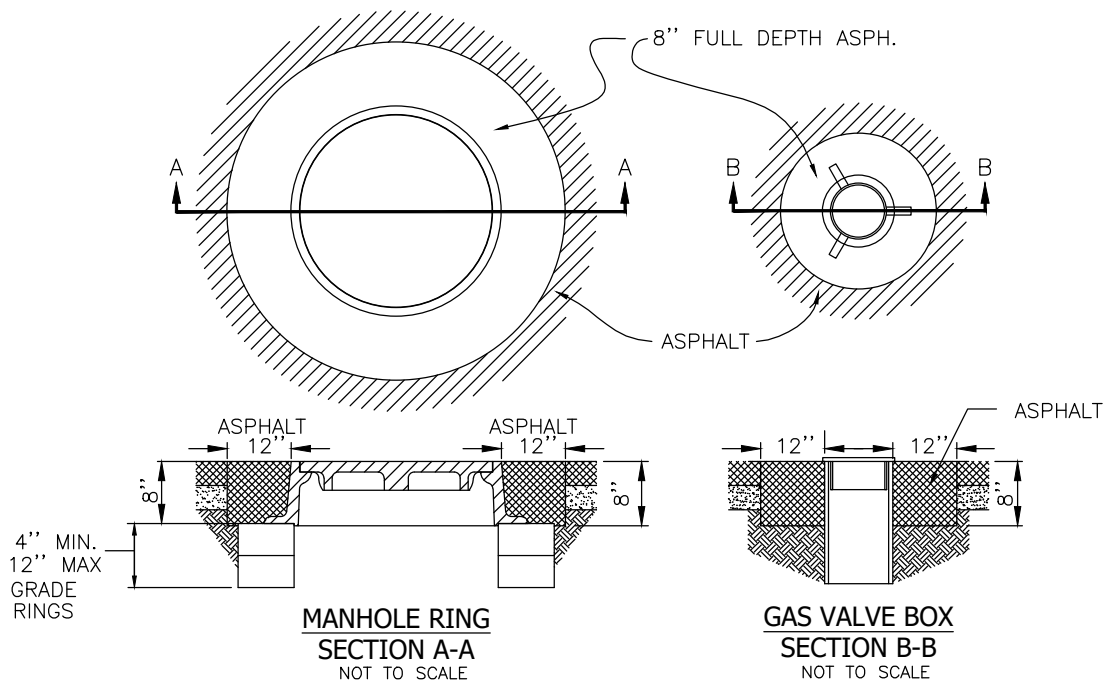


CUL-DE-SAC DETAIL

SCALE: 1"=40'

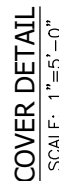
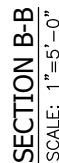
OFFSET CUL-DE-SAC DETAIL

SCALE: 1"=40'



ADJUSTMENT DETAILS

1. INLET PIPE OR OUTLET PIPE MAY VARY TO LOCATION WITHIN INLET.
2. DEPTH AND LENGTH OF INLET MAY VARY. LENGTH SHOULD VARY BY INCREMENTS OF 1'-0". "L" SHALL BE INDICATED ON PLAN.
3. INLET WALLS AND BASE WITH #4 BARS 12" EACH WAY SHALL BE REQUIRED W/BENT BARS OR CORNER BARS.
4. FLOOR SURFACE OF INLET SHALL BE FINISHED TO A SMOOTH SURFACE AND SHALL SLOPE TOWARDS OUTLET.
5. MANHOLE SHALL BE LOCATED AS SHOWN ALONG BACK WALL AND CENTERED ON OUTLET PIPE.
6. WALK WIDER THAN 4'-0" TO BE DOWELED INTO BACK OF INLET COVER.
7. ALL PIPES TO BE TRIMMED FLUSH WITH INSIDE WALL ØF BOX.
8. CONCRETE SHALL BE OF 4000 P.S.I. AT 28 DAYS WITH TYPE II-V (6 SACK) OR TYPE II (7 SACK) CEMENT.
9. IF OPENING IS GREATER THAN 4'-0" SUPPORT BARS WILL BE REQUIRED AT INTERVALS NOT GREATER THAN 3' ON CENTER.
10. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED SURFACES.
1. SUPPORT BAR MAY BE WELDED TO L 4" X 4" X 1/4" IN LIEU OF BOLT AND NUT CONNECTION.
2. THE EXPOSED PORTION OF THE L 4" X 4" X 1/4" AND SUPPORT BARS SHALL BE CLEANED AND PAINTED WITH AN ASPHALT BASE PAINT AFTER THE CONCRETE PORTION OF THE INLET HAS BEEN COMPLETED.
3. REINFORCING STEEL - ASTM A615 (60,000 PSI MIN. YIELD).
4. INLET STEPS REQUIRED FOR "H" GREATER THAN 3'-6", SEE STEP DETAIL ON SHEET #SD26.
5. INLETS SHALL BE LOCATED AT LEAST 10' FROM PCRS.



NOTES:

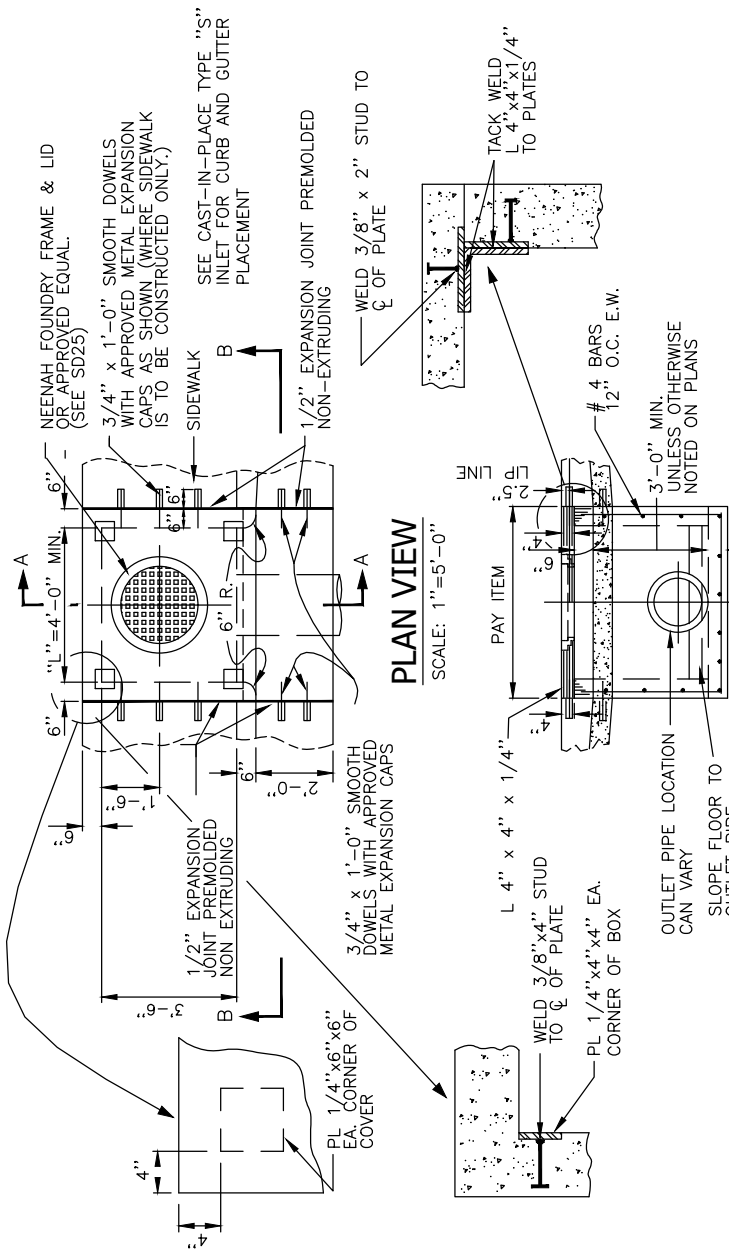
1. INLET PIPE OR OUTLET PIPE MAY VARY TO LOCATION WITHIN INLET
2. DEPTH AND LENGTH OF INLET MAY VARY, LENGTH SHOULD VARY BY INCREMENTS OF 1'-0". "L" SHALL BE INDICATED ON PLAN.
3. INLET WALLS AND BASE WITH #4 BARS 12" EACH WAY SHALL BE REQUIRED W/BENT BARS OR CORNER BARS.
4. FLOOR SURFACE OF INLET SHALL BE FINISHED TO A SMOOTH SURFACE AND SHALL SLOPE TOWARDS OUTLET.
5. MANHOLE SHALL BE LOCATED AS SHOWN ALONG BACK WALL AND CENTERED ON OUTLET PIPE.
6. WALK WIDER THAN 4'-0" TO BE DOWELED INTO BACK OF INLET COVER.
7. ALL PIPES TO BE TRIMMED FLUSH WITH INSIDE WALL OF BOX.
8. CONCRETE SHALL BE OF 4000 P.S.I. AT 28 DAYS WITH TYPE II-V (6 SACK) CEMENT.
9. IF OPENING IS GREATER THAN 4'-0" SUPPORT BARS WILL BE REQUIRED AT INTERVALS NOT GREATER THAN 3' ON CENTER.
10. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED SURFACES.
11. SUPPORT BAR MAY BE WELDED TO L 4" x 4" x 1/4" IN LIEU OF BOLT AND NUT CONNECTION.
12. THE EXPOSED PORTION OF THE L 4" x 4" x 1/4" AND SUPPORT BARS SHALL BE CLEANED AND PAINTED WITH AN ASPHALT BASE PAINT AFTER THE CONCRETE PORTION OF THE INLET HAS BEEN COMPLETED.
13. REINFORCING STEEL - ASTM A615 (60,000 PSI MIN. YIELD).
14. INLET STEPS REQUIRED FOR "H" GREATER THAN 3'-6", SEE STEP DETAIL ON SHEET #SD26.
15. INLETS SHALL BE LOCATED AT LEAST 10' FROM PCR.S.
16. SUBMIT SHOP DRAWINGS FOR REVIEW

PRE-CAST TYPE "S" INLET

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

SD14

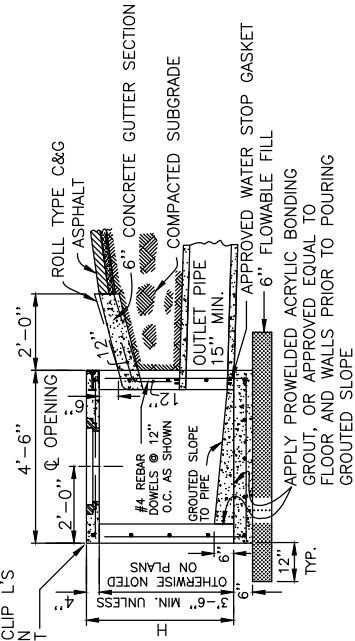
DRAWN BY: JM
CHECKED BY: BQ
APPROVED BY: CR



SECTION B-B

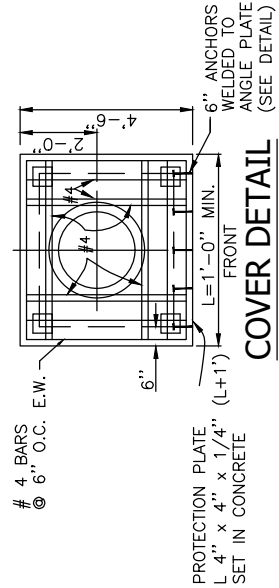
SCALE: 1"=5'-0"

SHIM COVER TO MATCH
SLOPE OF WALK, TACK
WELD COVER W/CLIP L'S
AND SEAL W/NON
EXPANSIVE GROUT



SECTION A-A

SCALE: 1"=5'-0"



COVER DETAIL

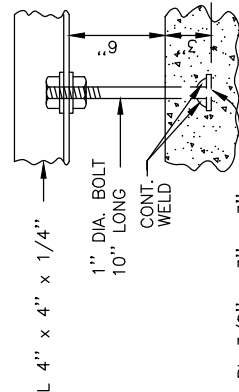
SCALE: 1"=5'-0"

WELD 3/8" x 6" STUD
TO C.O.F L @
12" O.C.



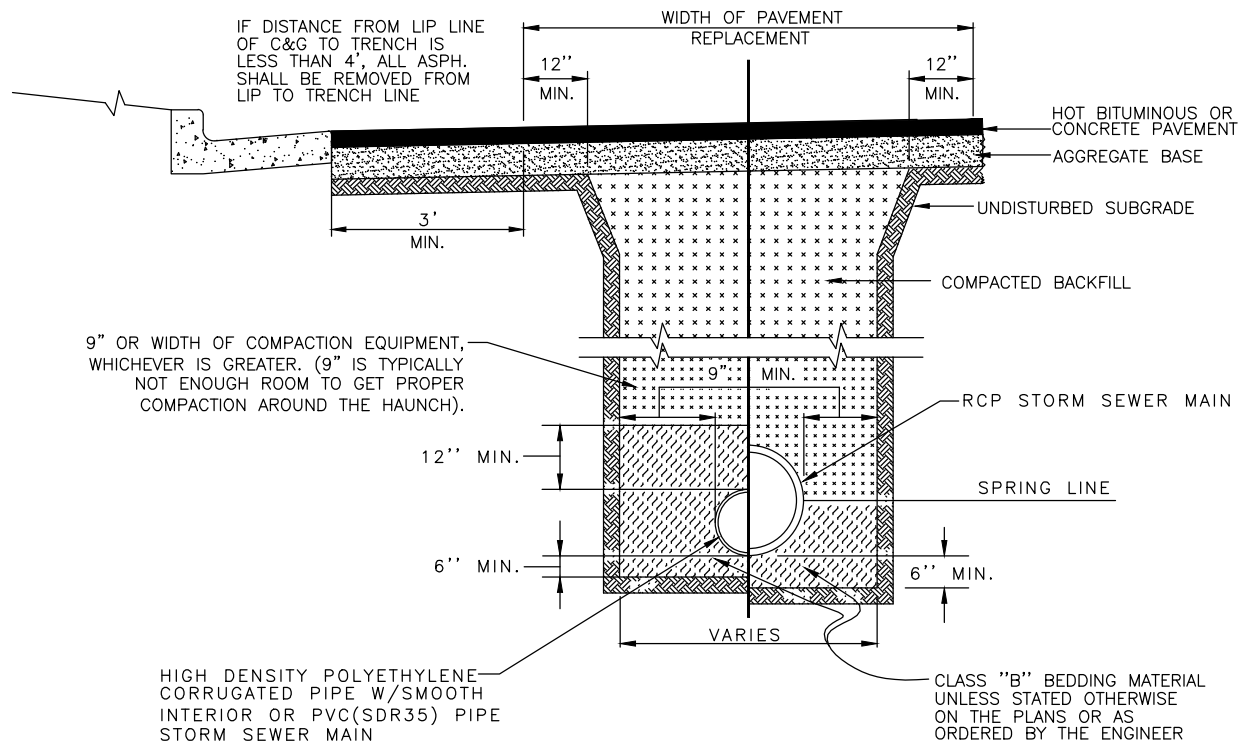
PLATE ANCHOR

SCALE: 1"=1'-0"



SUPPORT BAR DETAIL

SCALE: 1"=1'-0"

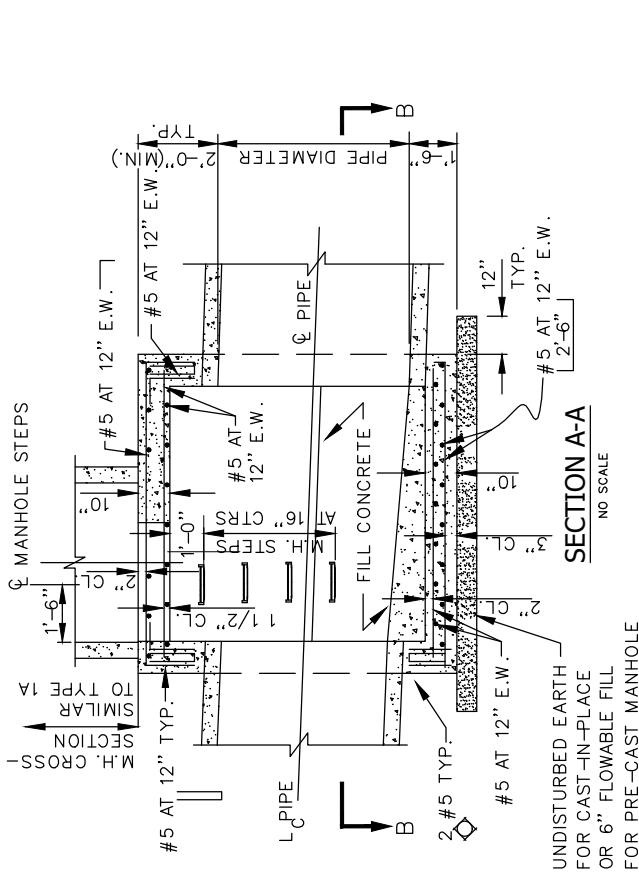


TRENCH DETAIL FOR STORM SEWER MAIN

SCALE: 1"=3'-0"

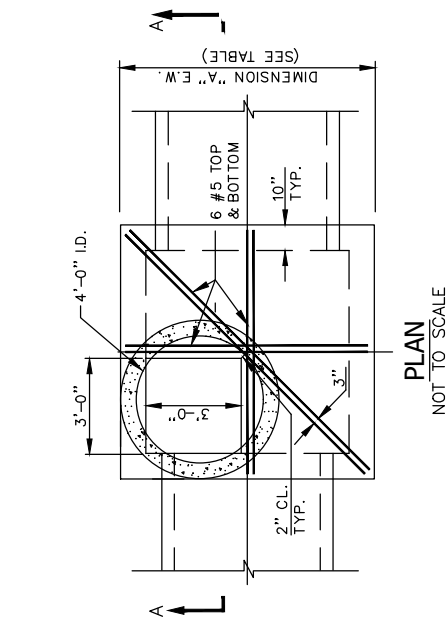
NOTES:

1. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL HEALTH AND SAFETY REQUIREMENTS INCLUDING BUT NOT LIMITED TO DEPOSITION OF CUT, SLOPING AND/OR BRACING.
2. 1' ASPHALT CUT BACK IS NOT REQUIRED IN LIEU OF FLOWABLE BACKFILL
3. COMPACTION OF BACKFILL FOR FLEXIBLE PIPE INSTALLATION SHALL MEET THE REQUIREMENTS OF THE DESIGN ENGINEERS CALCULATIONS.



SECTION A-A
NO SCALE

UNDISTURBED EARTH
FOR CAST-IN-PLACE
OR 6" FLOWABLE FILL
FOR PRE-CAST MANHOLE



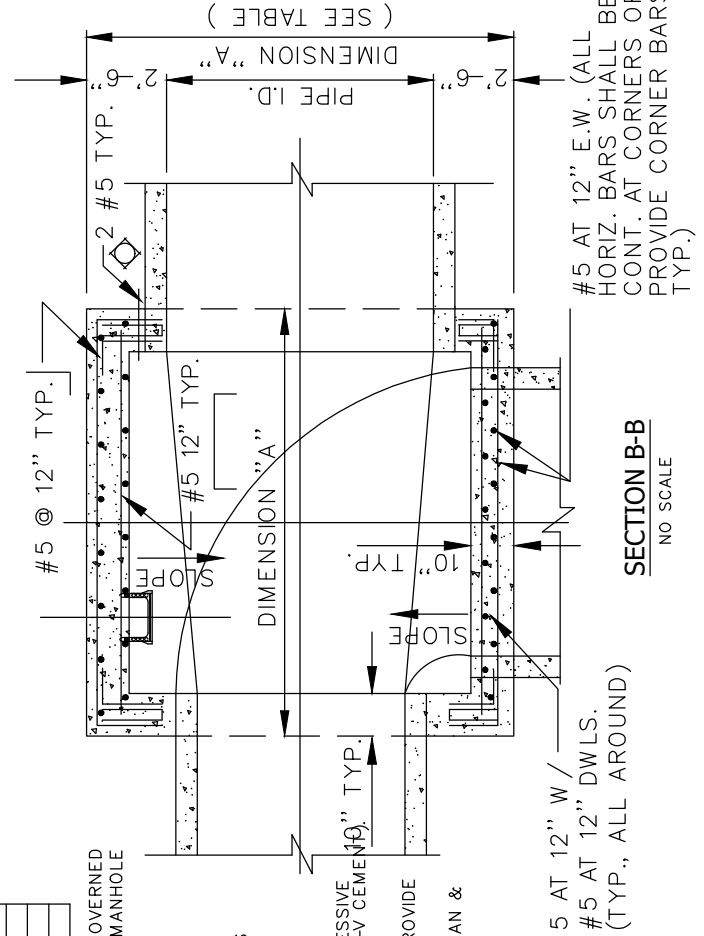
PLAN
NOT TO SCALE

PIPE SIZE	DIMENSION "A"
54"	9'-6"
60"	10'-0"
66"	10'-6"
72"	11'-0"
78"	11'-6"
84"	12'-0"
90"	12'-6"
96"	13'-0"

NOTE: "A" DIMENSION OF BOX IS GOVERNED
BY LARGEST PIPE DIA. AT EACH MANHOLE

NOTES:

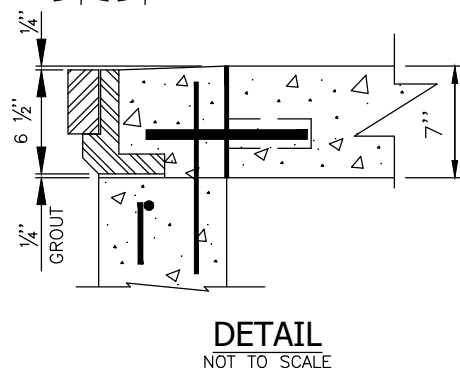
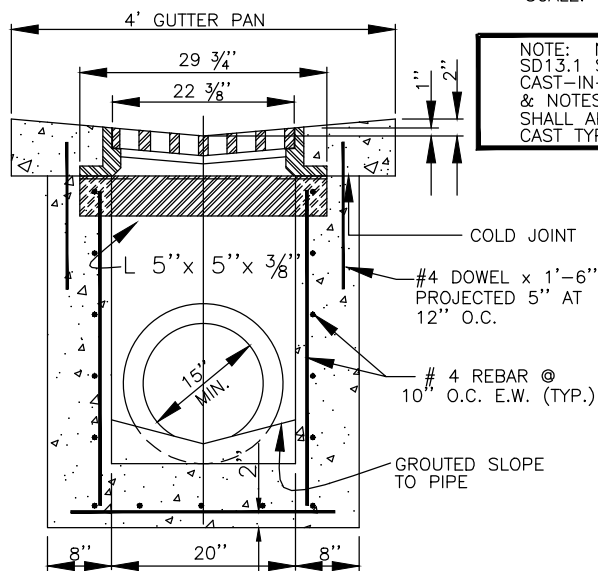
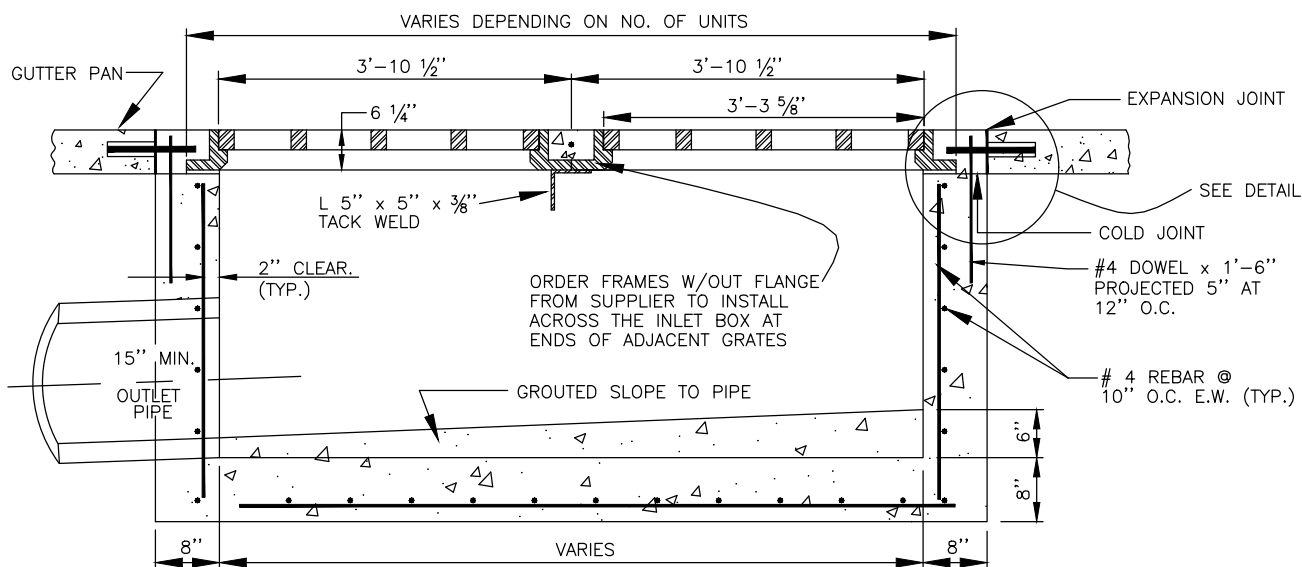
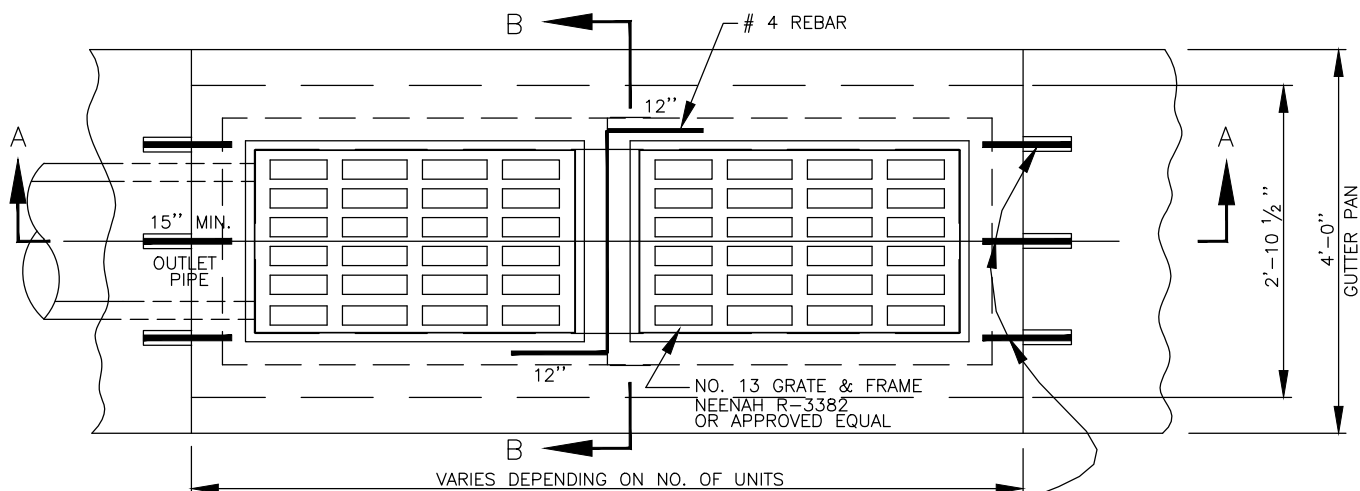
1. CHAMFER ALL EXPOSED EDGES
OF CONCRETE 3/4" x 45° UNLESS
OTHERWISE NOTED.
2. DESIGN CRITERIA
REINFORCING STEEL-ASTM A615
(60,000 P.S.I. MIN. YIELD)
CONCRETE-4,000 P.S.I. COMPRESSIVE
STRENGTH AT 28 DAYS (TYPE II-V CEMENT)
3. ALL HORIZONTAL BARS SHALL BE
CONTINUOUS AT CORNERS OR PROVIDE
CORNER BARS.
4. FOR PIPE INVERT ELEV.'S SEE PLAN &
PROFILE SHEETS.



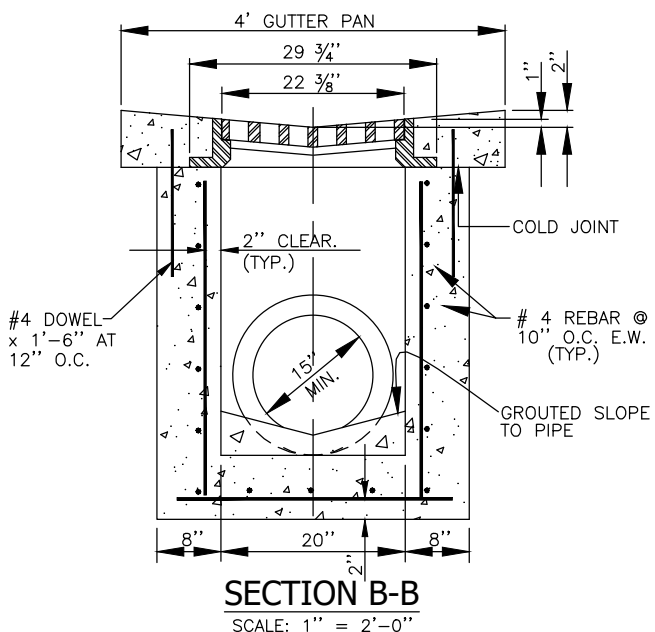
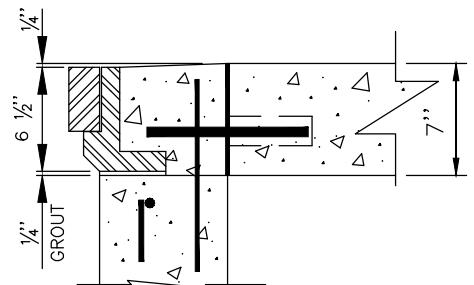
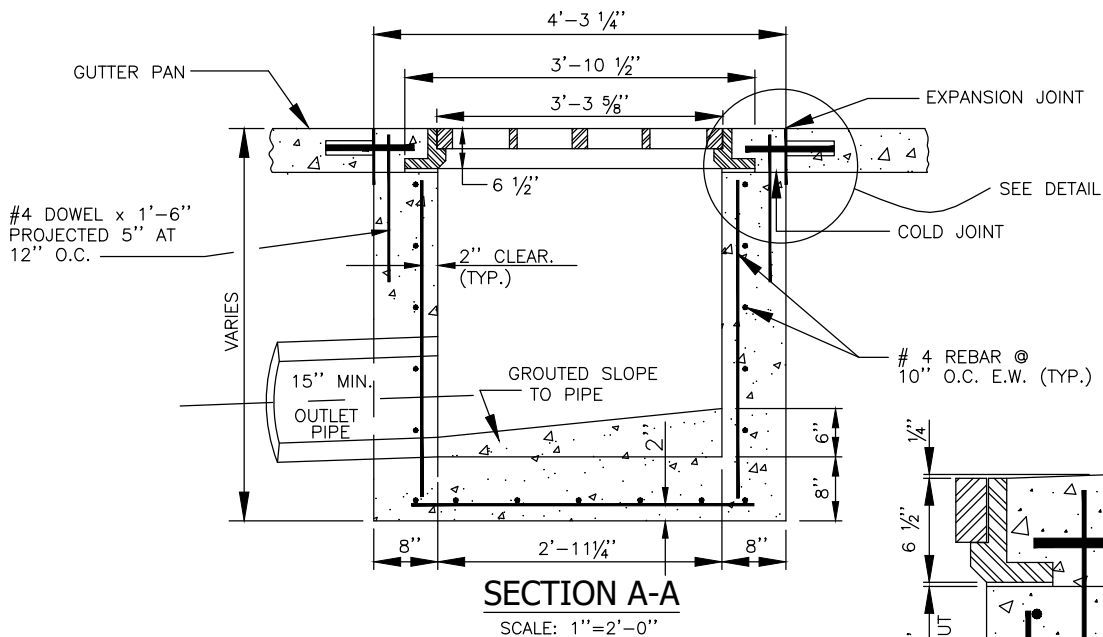
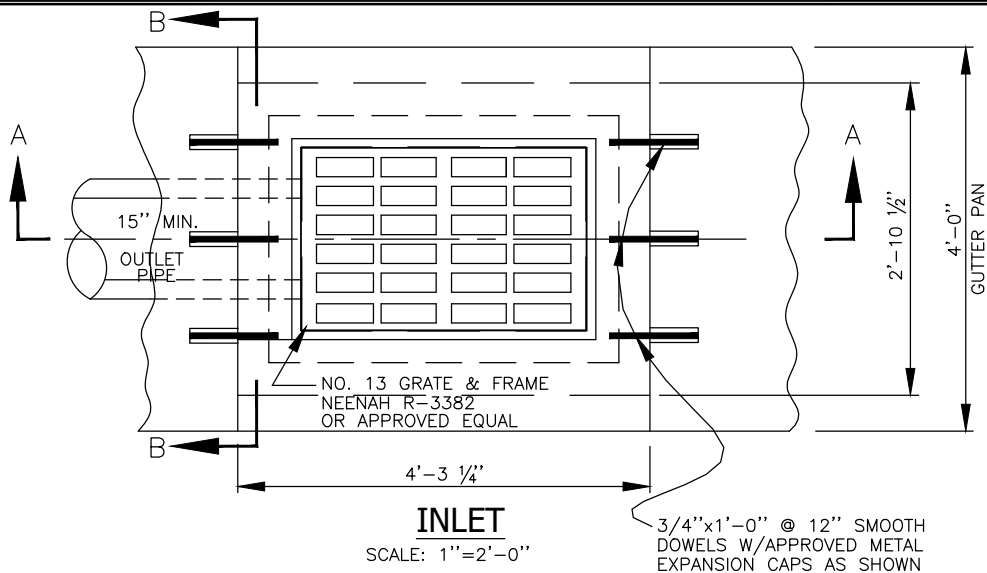
SECTION B-B
NO SCALE

5 AT 12" W /
#5 AT 12" DWLS.
(TYP., ALL AROUND)

#5 AT 12" E.W. (ALL
HORIZ. BARS SHALL BE
CONT. AT CORNERS OR
PROVIDE CORNER BARS,
TYP.)



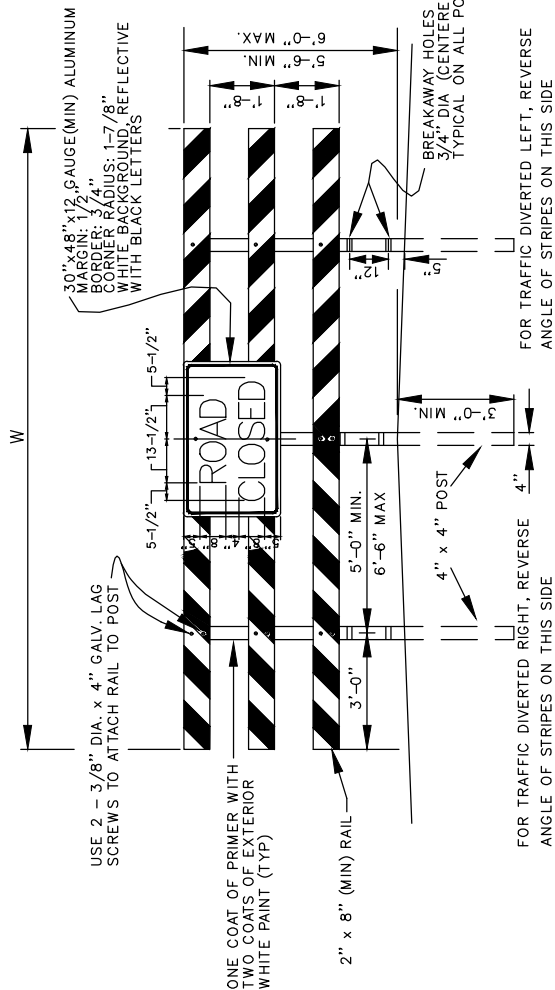
NOTE: NOTES ON SHT.
SD13.1 SHALL APPLY TO
CAST-IN-PLACE TYPE 13
& NOTES ON SHT. SD14
SHALL APPLY TO PRE-
CAST TYPE 13



NOTE: NOTES ON SHT. SD13.1 SHALL APPLY TO CAST-IN-PLACE TYPE 13 & NOTES ON SHT. SD14 SHALL APPLY TO PRE-CAST TYPE 13

DETAIL
SCALE: 1" = 1'-0"

SECTION B-B
SCALE: 1" = 2'-0"

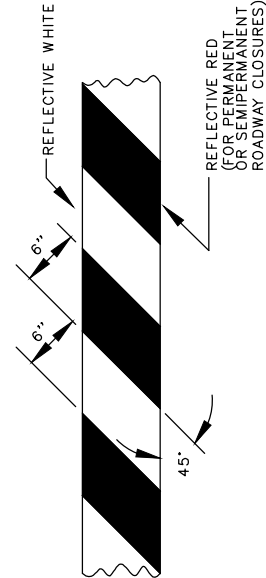


CONSTRUCTION DETAIL

NO SCALE

PROVIDE 4 POSTS AS SHOWN FOR W=24'. IF REQUIRED, SPLICE RAILS AT INTERIOR POSTS ONLY.

NOTE
W = 16' FOR 36' WIDE STREETS OR LESS
W = 24' FOR 44' WIDE STREETS



RAIL STRIPING DETAIL

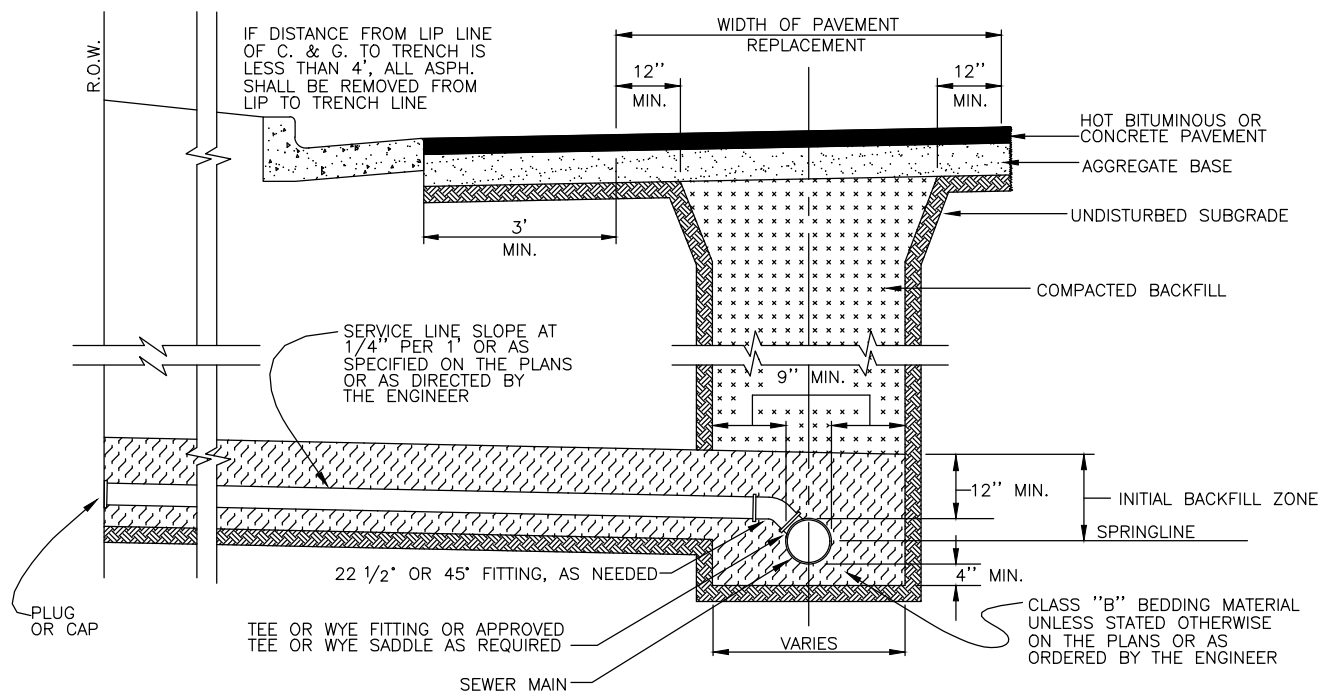
NO SCALE

LOCATION DETAIL

NO SCALE

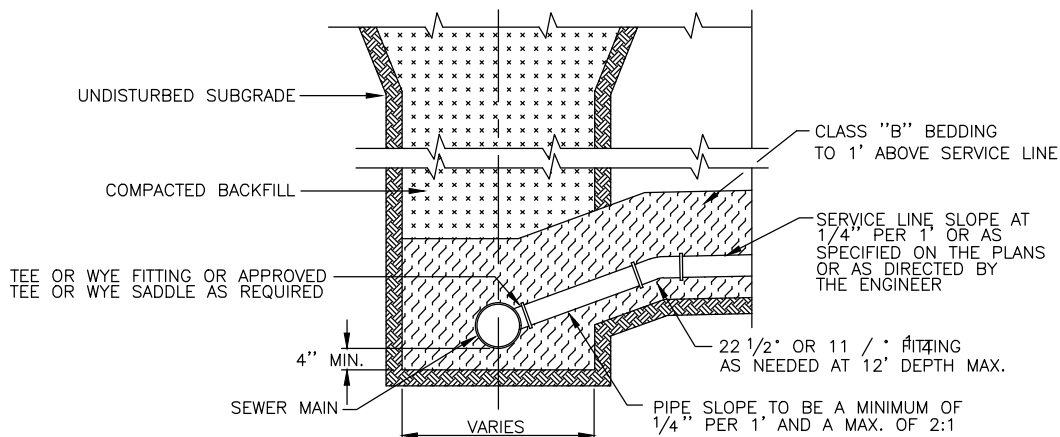
GENERAL NOTES

1. FIELD LOCATION TO BE DETERMINED BY TRAFFIC ENGINEER.
2. ALL REFLECTIVE SURFACES SHALL BE SMOOTH SURFACE TYPE REFLECTIVE SHEETING OR APPROVED EQUAL.
3. ALL TIMBER SHALL BE GRADE NO. 2 OR BETTER, (DOUGLAS FIR, LARCH OR HEM-FIR.)
4. ALL POSTS SHALL BE PRESERVATIVE TREATED IN ACCORDANCE WITH AWPB-FDN STANDARDS.
5. ATTACH "ROAD CLOSED" SIGN TO POST WITH 2-3/8" DIA. x 4" GALV. LAG SCREWS. WHERE W = 24', PLACE SIGN ON POST LOCATED ON RIGHT SIDE OF BARRICADE CENTER.
6. PAINT FOR RAILS AND POSTS SHALL BE SHERWIN WILLIAMS A-100 ALKYD EXTERIOR WOOD PRIMER A-100 ALKYD EXTERIOR WOOD PRIMER WITH A-100 LATEX HOUSE AND TRIM PAINT (SERIES A8) OR APPROVED EQUAL.



TRENCH DETAIL FOR SANITARY SEWER MAIN AND SERVICE LINES

SCALE: 1"=3'-0"

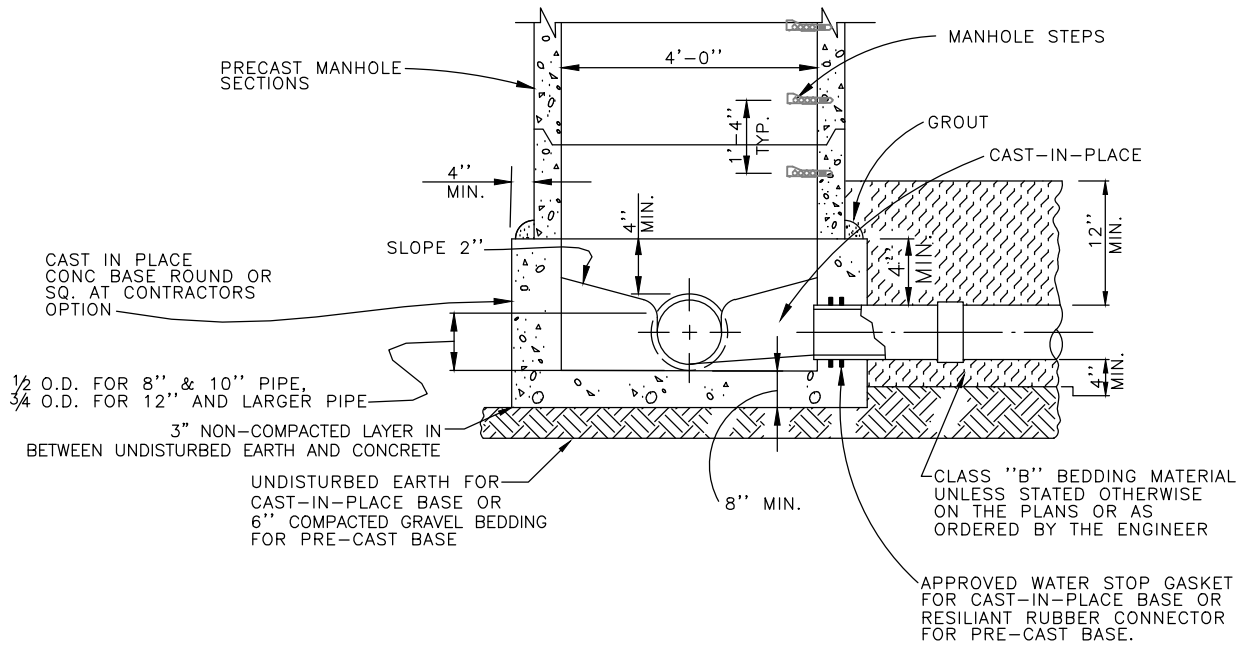


SANITARY SEWER SERVICE INSTALLATION FOR MAINS GREATER THAN 12 FEET DEEP

SCALE: 1"=3'-0"

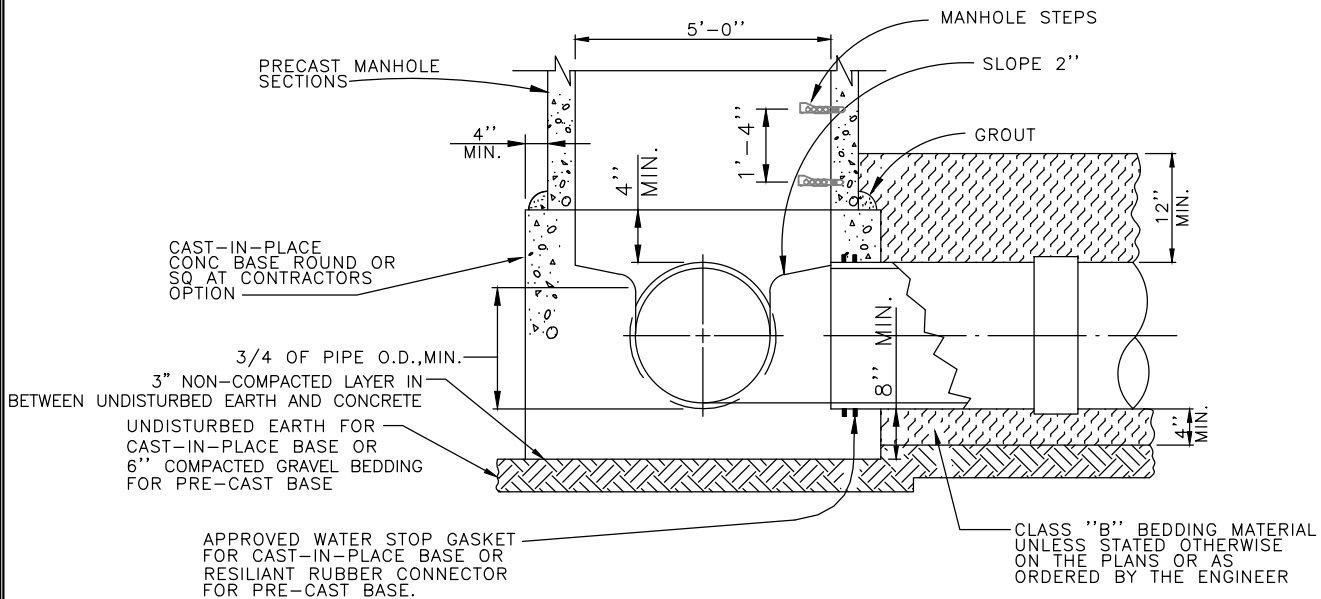
NOTES:

1. CONTRACTOR SHALL COMPLY WITH ALL LOCAL, STATE AND FEDERAL HEALTH AND SAFETY REQUIREMENTS INCLUDING BUT NOT LIMITED TO DEPOSITION OF CUT, SLOPING AND/OR BRACING.
2. SERVICE LINES SHALL BE CONNECTED TO THE SEWER MAIN SO THE FLOWLINE IS AT/OR ABOVE THE SPRINGLINE OF THE PIPE FOR 8" AND 10" SEWER MAINS AND IN THE TOP / OF THE PIPE FOR 12" AND LARGER SEWER MAINS.
3. THE ENDS OF ALL SERVICE LINES SHALL BE MARKED FOR LOCATION WITH A 2"x4" BOARD OR OTHER SUITABLE MARKER EXTENDING 2 FEET ABOVE AND 3 FEET BELOW GRADE IN ADDITION TO A 3 INCH WIDE GREEN PLASTIC TAPE TIED TO THE END OF THE SERVICE LINE AND EXTENDING 6 INCHES ABOVE THE GROUND SURFACE.



MANHOLE BASE SECTION 8" THRU 15" PIPE

NO SCALE

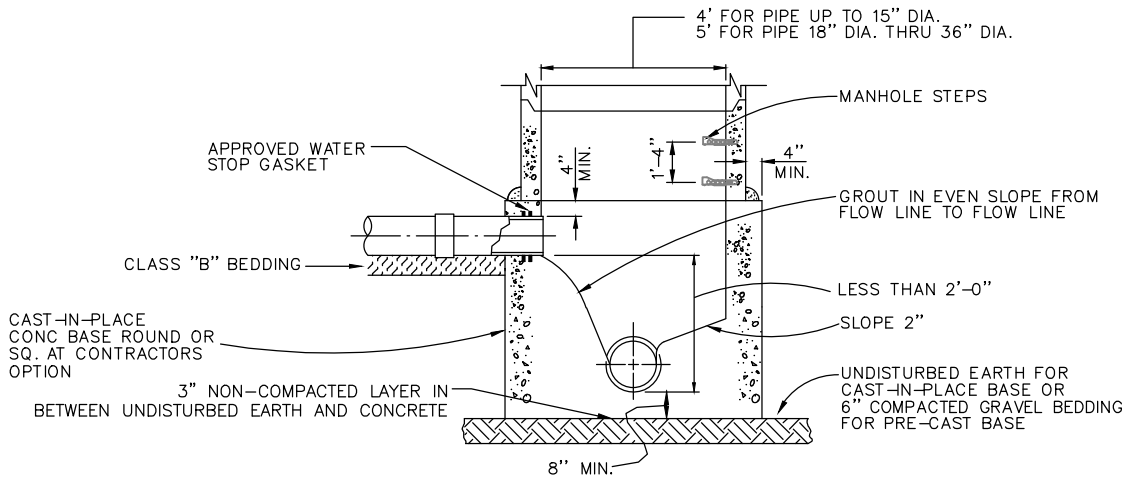


MANHOLE BASE SECTION 18" THRU 36" PIPE

NO SCALE

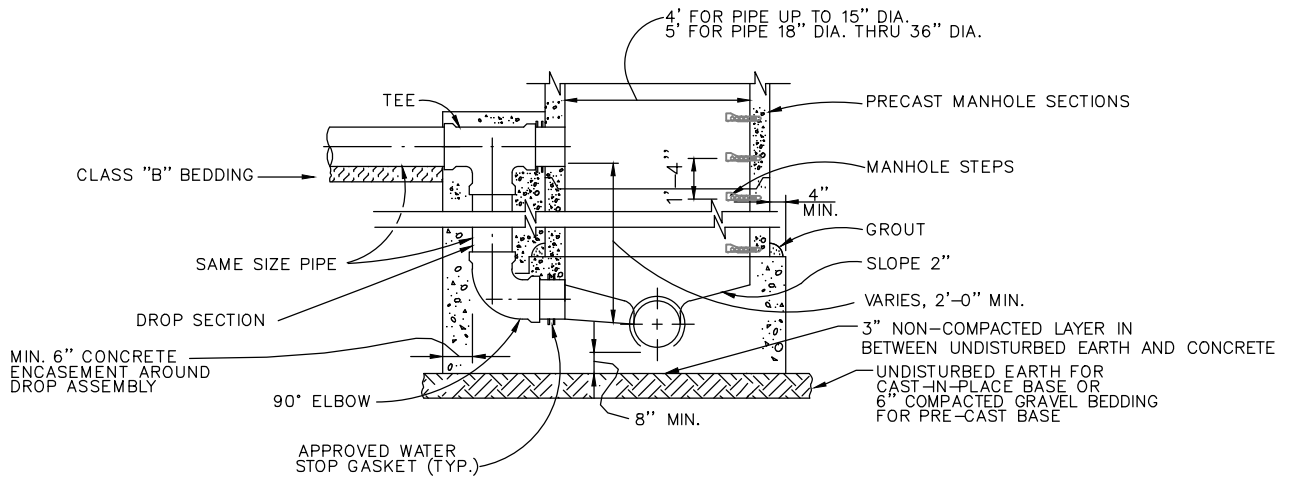
MANHOLE NOTES

1. USE 24" STANDARD MANHOLE FRAME AND COVER UNLESS OTHERWISE NOTED ON PLANS.
2. STEPS TO BE ORIENTED OVER OUTLET PIPE OR AS DIRECTED BY THE ENGINEER.
3. IF PRE-CAST MANHOLE BASES ARE USED, THE CONCRETE BENCH/CHANNEL SHALL BE CAST-IN-PLACE, AFTER SEWER PIPE IS SET TO GRADE
4. THE CONCRETE CHANNEL IN ALL MANHOLE BASES SHALL BE CAST WITH A MINIMUM 18" CENTERLINE RADIUS SWEEP.



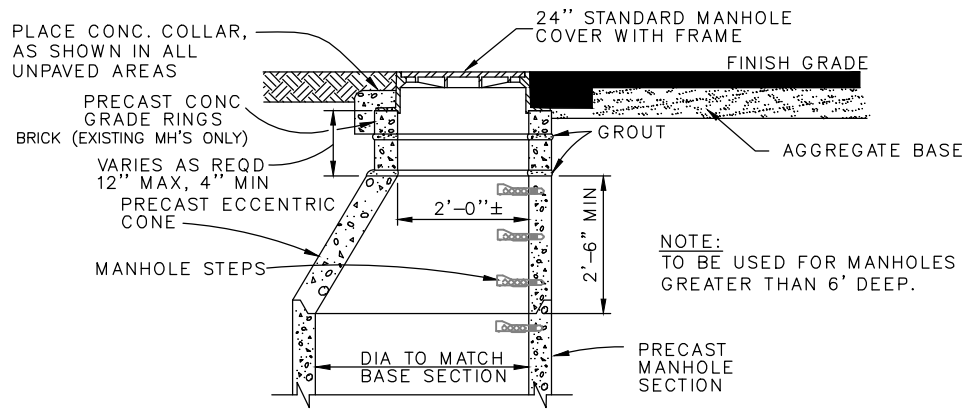
MANHOLE BASE SECTION FOR PIPE DROP LESS THAN 2'-0"

NOT TO SCALE



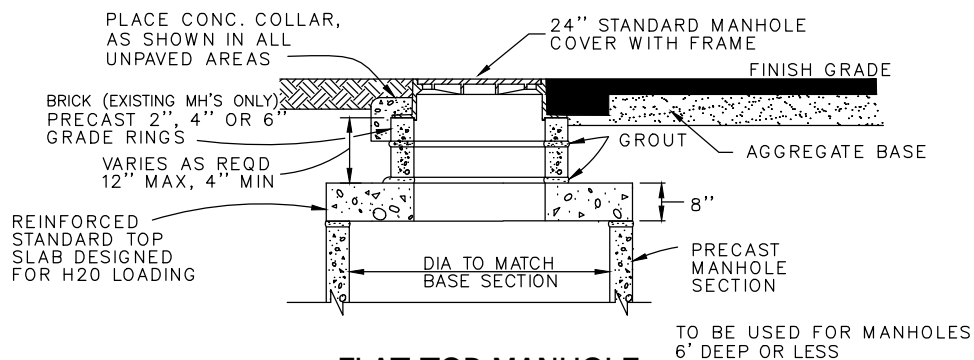
MANHOLE BASE SECTION WITH DROP ASSEMBLY

NOT TO SCALE



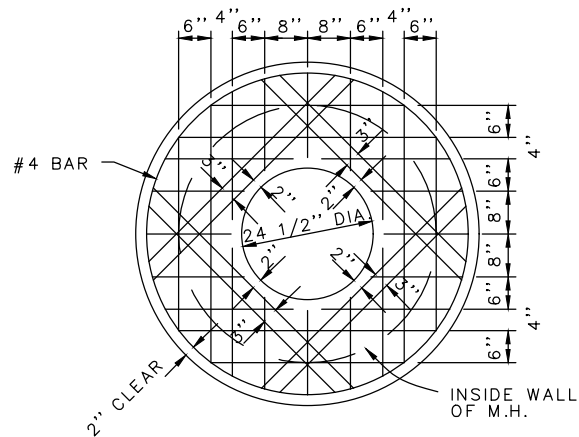
MANHOLE TOP SECTION WITH RING EXTENSION

SCALE: 1"=3'-0"



FLAT TOP MANHOLE

SCALE: 1"=3'-0"



1. DESIGNED FOR H2O LOADING
2. BARS TO BE TIED, NOT WELDED.
3. SLAB TO BE 8" THICK.
4. STEEL TO BE PLACED TOP & BOTTOM WITH 2" CLEAR BTWN. BARS & CONC. SURFACE.
5. ALL BARS TO BE #4.

TOP CONCRETE SLAB FOR FLAT TOP MANHOLE

NOT TO SCALE

MANHOLE DETAILS

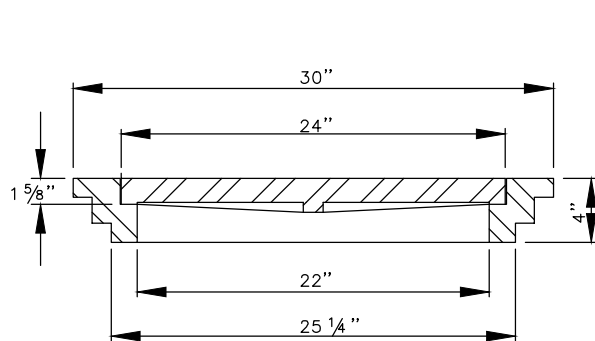
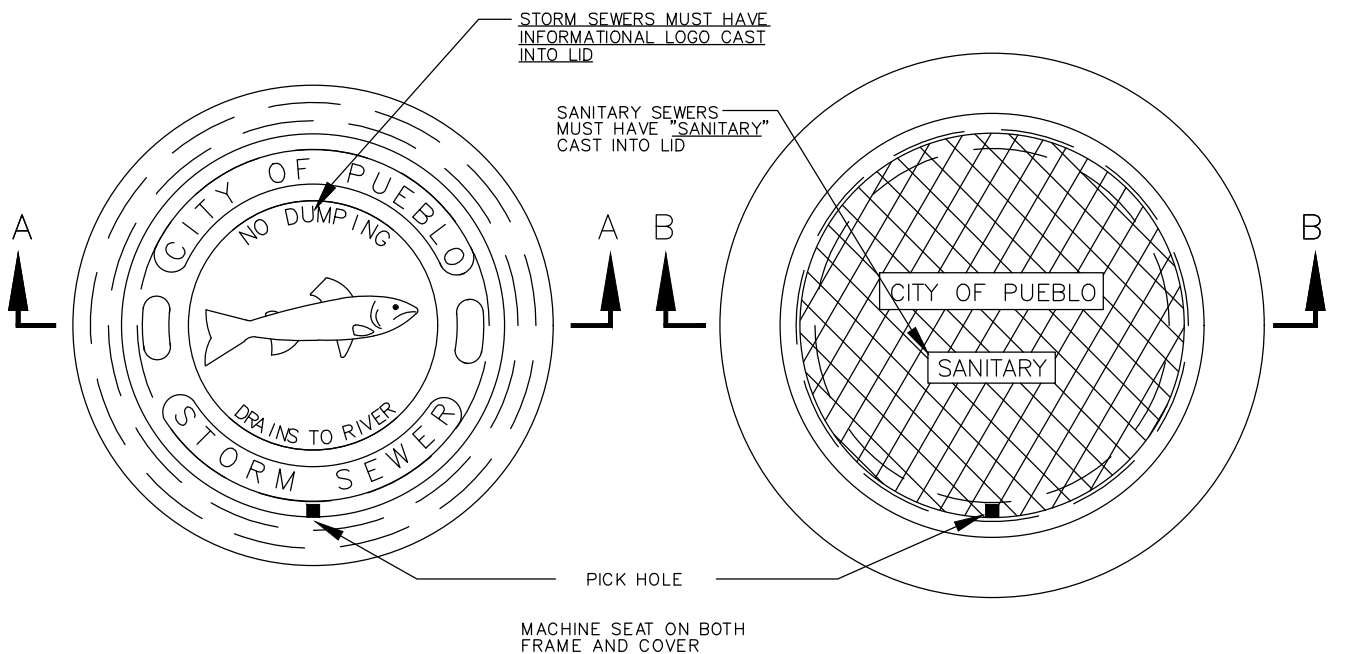
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

SD24

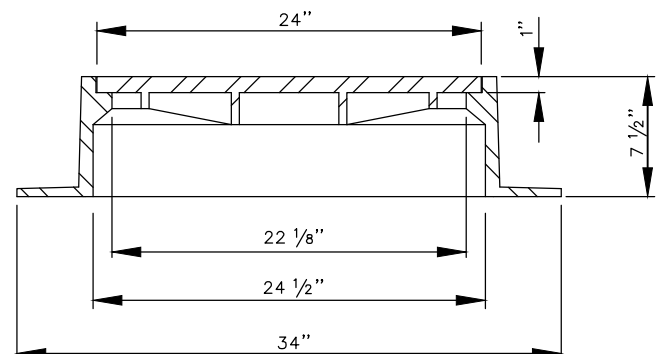
DRAWN BY: JM
CHECKED BY: BQ
APPROVED BY: CR

10/17/2022
REVISION





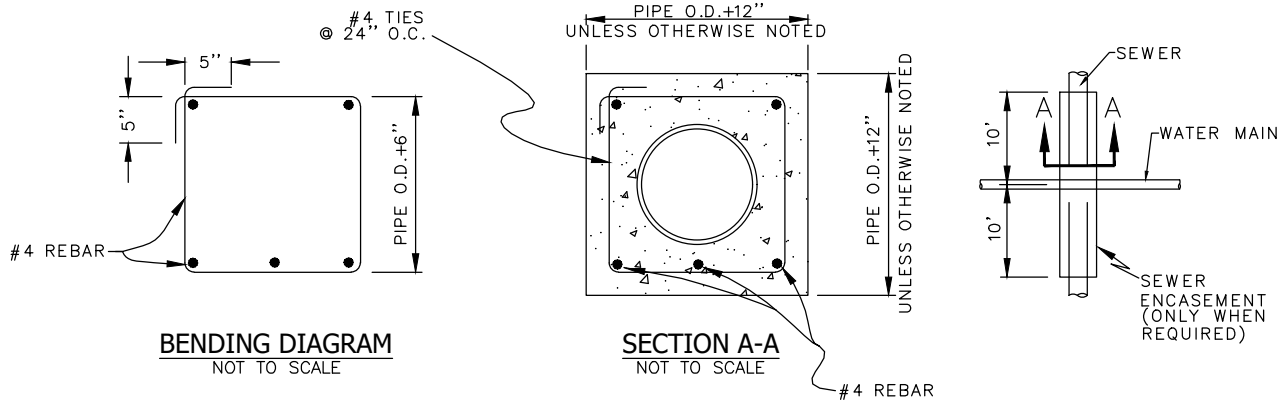
SECTION A-A
STANDARD MANHOLE RING AND COVER
INLET NEENAH R-6041, DEETER 1157,
EAST JORDAN IRONWORKS 2855
OR APPROVED EQUAL
 SCALE 1"=1'-0"



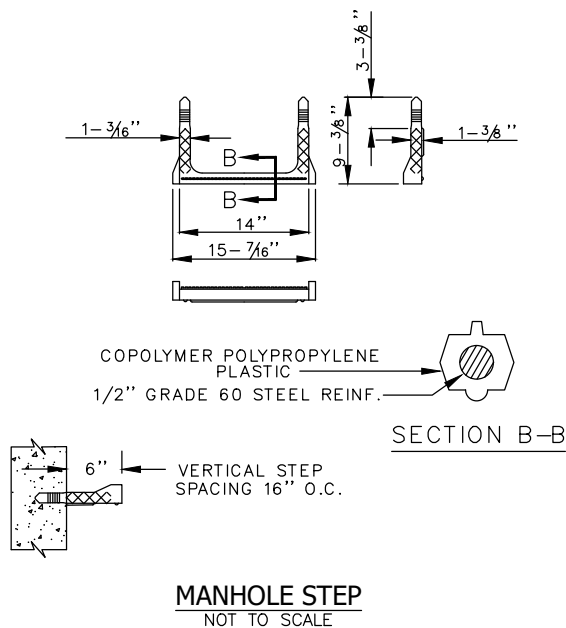
SECTION B-B
STANDARD MANHOLE RING AND COVER
INLET NEENAH R-1706, DEETER 1258,
EAST JORDAN IRONWORKS 2430
OR APPROVED EQUAL
 SCALE 1"=1'-0"

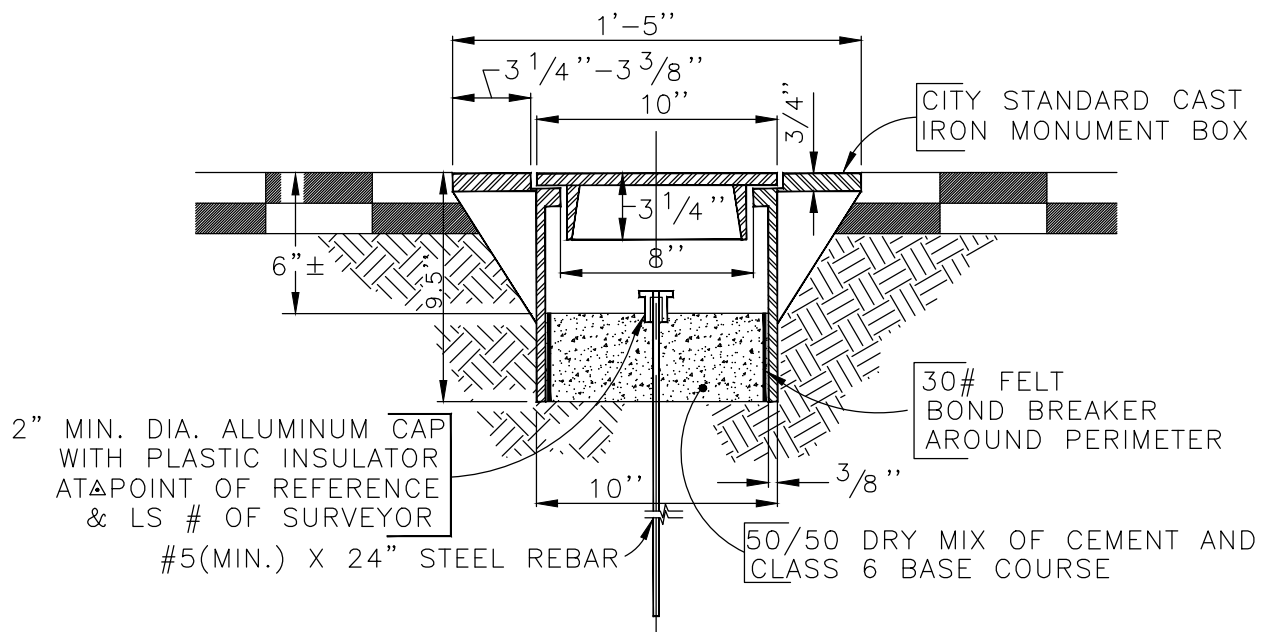
MANHOLE NOTES

1. USE 24" STANDARD MANHOLE FRAME AND COVER UNLESS OTHERWISE NOTED ON PLANS.
2. PROVIDE 'BOLT DOWN' COVERS FOR MANHOLE IN REMOTE UNIMPROVED AREAS.



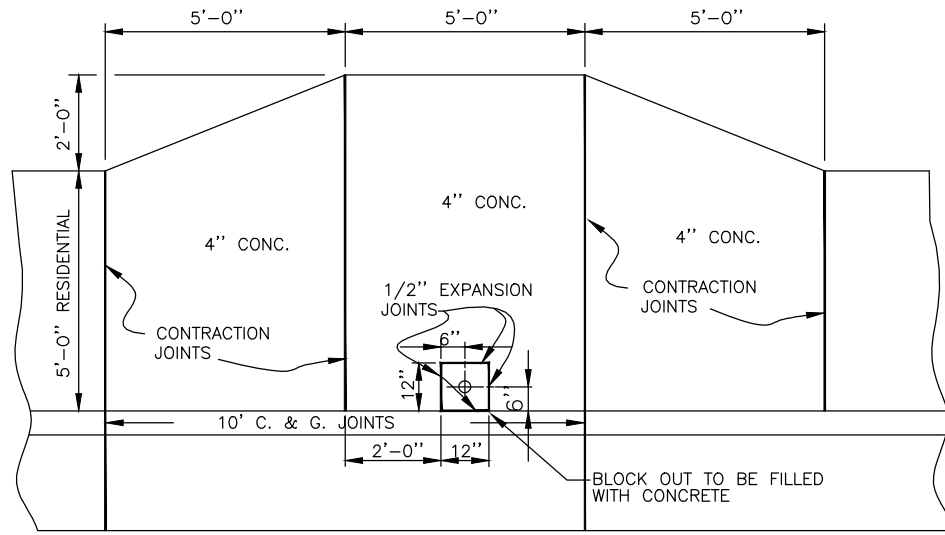
SEWER ENCASEMENT DETAILS FOR WATER MAIN CROSSINGS
NOT TO SCALE



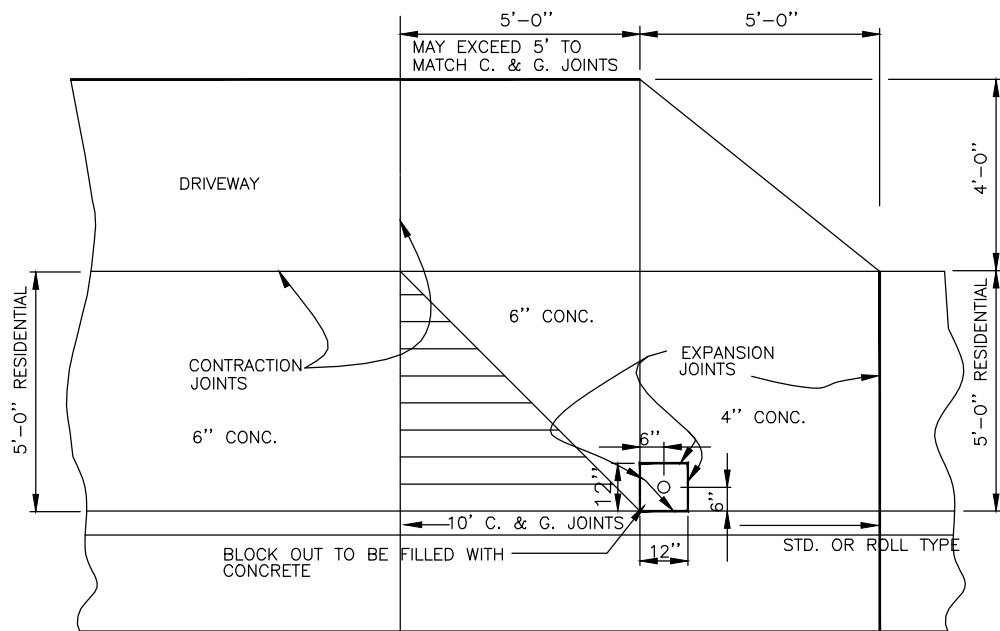


RIGHT-OF-WAY MONUMENTATION STANDARD

NOT TO SCALE



SCALE: 1" = 4'



SCALE: 1" = 4'

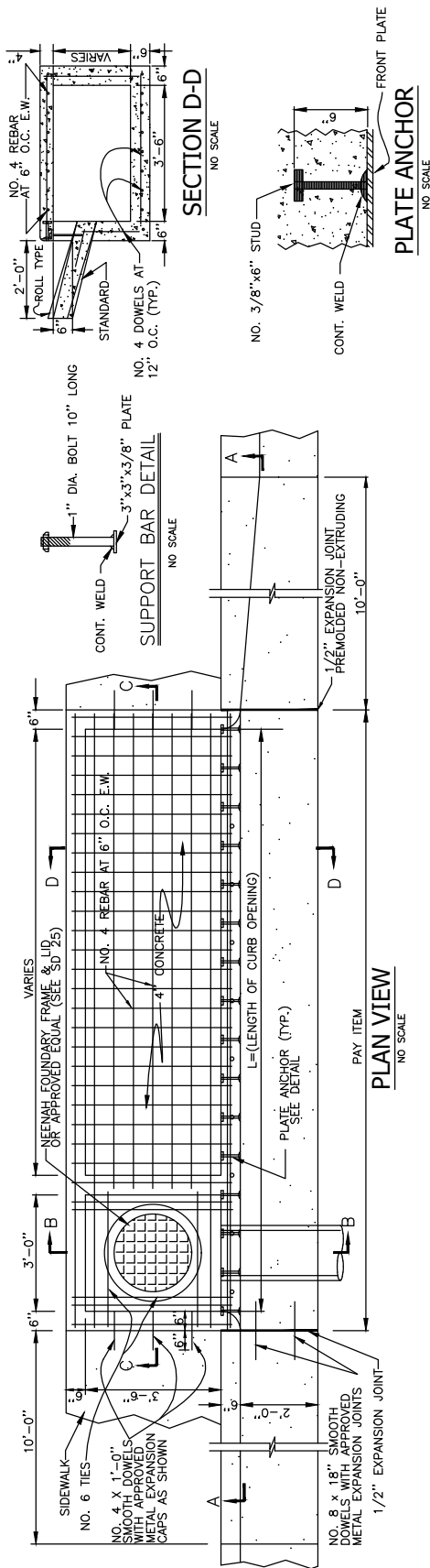
NOTE:
FOR MAIL BOXES LARGER THAN DIMENSIONS SHOWN,
DETAIL SHALL BE MODIFIED TO PROVIDE A MINIMUM
3'-6" CLEARANCE TO EDGE OF WALK

CURB SIDE MAIL BOXES

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

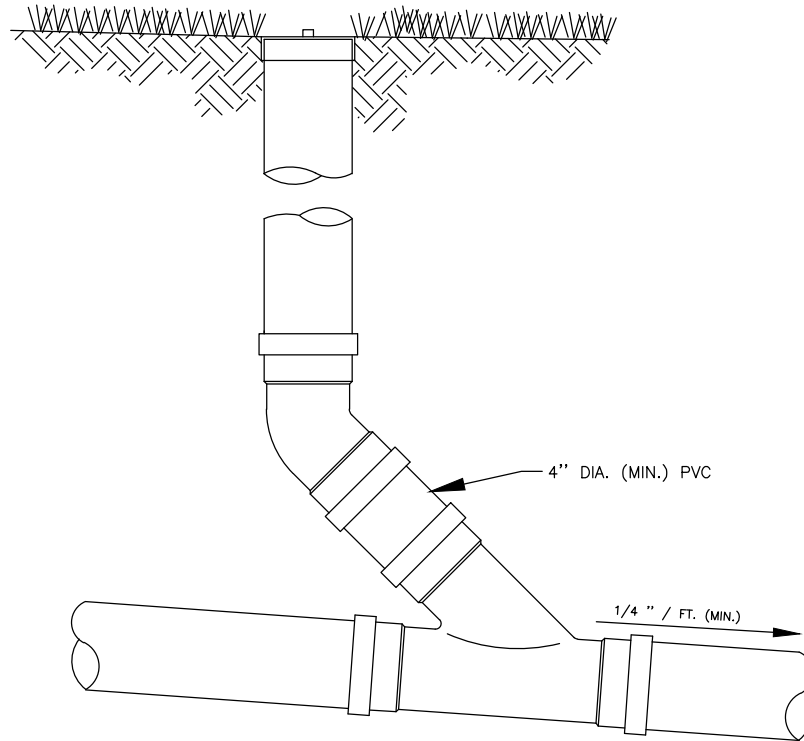
SD28

DRAWN BY: JM
CHECKED BY: BQ
APPROVED BY: CR



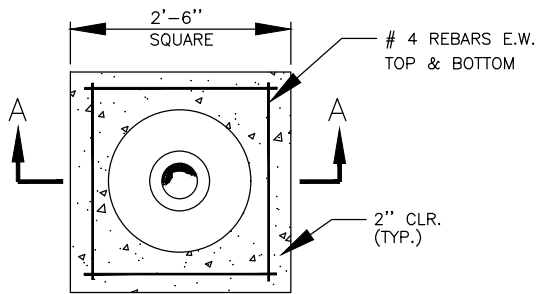
NOTES:

1. INLET PIPE OR OUTLET PIPE MAY VARY TO LOCATION WITHIN INLET.
2. DEPTH AND LENGTH OF INLET MAY VARY, LENGTH SHOULD VARY BY INCREMENTS OF 1'-0". "L" SHALL BE INDICATED ON PLAN
3. INLET WALLS AND BASE WITH #4 BARS 12" EACH WAY SHALL BE REQUIRED
4. FLOOR SURFACE OF INLET SHALL BE FINISHED TO A SMOOTH SURFACE AND SHALL SLOPE TOWARDS OUTLET.
5. MANHOLE SHALL BE LOCATED AS SHOWN ALONG BACK WALL AND CENTERED ON OUTLET PIPE.
6. WALK WIDER THAN 4'-0" TO BE DOWELED INTO BACK OF INLET COVER
7. ALL PIPES TO BE TRIMMED FLUSH WITH INSIDE WALL OF BOX.
8. CONCRETE SHALL BE OF 4000 P.S.I. AT 28 DAYS WITH TYPE II-V (6 SACK) OR TYPE II (7 SACK) CEMENT.
9. IF OPENING IS GREATER THAN 4'-0" SUPPORT BARS WILL BE REQUIRED AT INTERVALS NOT GREATER THAN 3' ON CENTER.
10. SURFACE OF ALL EXPOSED CONCRETE SHALL CONFORM IN SLOPE, GRADE, COLOR, FINISH, AND SCORING TO EXISTING OR PROPOSED SURFACES.
11. SUPPORT BAR MAY BE WELDED TO L4"x4"x1/4" IN LIEU OF BOLT AND NUT CONNECTION.
12. THE EXPOSED PORTION OF THE L4"x4"x1/4" AND SUPPORT BARS SHALL BE CLEANED AND PAINTED WITH AN ASPHALT BASE PAINT AFTER THE CONCRETE PORTION OF THE INLET HAS BEEN COMPLETED.
13. REINFORCING STEEL - ASTM A615 (60,000 PSI MIN. YIELD).
14. INLET STEPS REQUIRED FOR "H" GREATER THAN 3'-6", SEE STEP DETAILS ON SHEET #SD26.
15. INLETS SHALL BE LOCATED AT LEAST 10' FROM PCR.S.



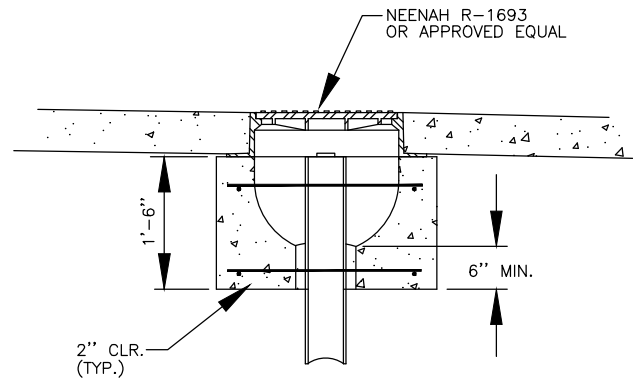
TYPICAL CLEANOUT DETAIL

NOT TO SCALE



COVER DETAIL

NOT TO SCALE

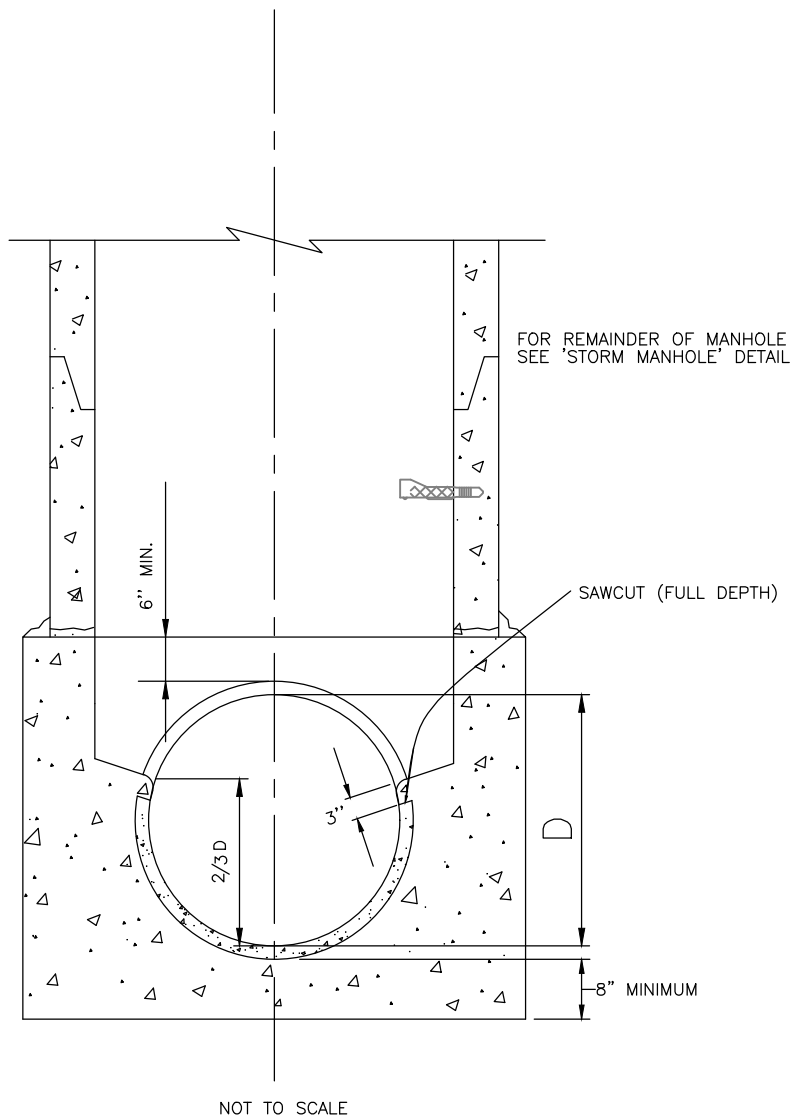


SECTION A-A

NOT TO SCALE

NOTE:

WHEN CLEANOUT IS IN STREET,
PARKING OR ANY DRIVEWAY,
CONSTRUCT COVER AS SHOWN



NOTES:

1. SEE NOTES FOR "STORM MANHOLES".
2. FOR USE WHERE ALIGNMENT AND GRADE DO NOT CHANGE THROUGH THE MANHOLE AND NO OTHER PIPES ENTER MANHOLE BELOW SPRINGLINE OF THE MAIN PIPE.

**ALTERNATIVE STORM MANHOLE
FOR 18" THRU 48" PIPE**

PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

SD31

DRAWN BY: JM
CHECKED BY: BQ
APPROVED BY: CR



10/17/2022
REVISION



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 12, 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 NAMING THE ARKANSAS RIVER LEVEE PEDESTRIAN BRIDGES AFTER CHARLES W. LEE AND G. HARVEY NUCKOLLS

SUMMARY:

Attached is a Resolution for City Council consideration that would name the two Arkansas River Levee Pedestrian Bridges after two of the first Conservancy District Board Members, Charles W. Lee, and G. Harvey Nuckolls.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Following the devastating Great Pueblo Flood of 1921, Mr. Charles W. Lee, Mr. G. Harvey Nuckolls, and Mr. William L. Raber were appointed to the first Conservancy District Board. Both Lee and Nuckolls owned local businesses and were active in the Pueblo community in a number of organizations. After the flood, both served the community in the recovery efforts and on the city appointed committee charged with addressing flood control of the Arkansas River to prevent another disaster.

That first Conservancy Board's massive project to build the levee system and relocate the Arkansas River was one of the most important and largest projects ever undertaken in the city. Under the guidance of Mr. Lee and Mr. Nuckolls, the Pueblo Conservancy District successfully completed the complex project a year ahead of schedule and under budget. At the time, the project, and its goal of altering the course of the Arkansas River was considered one of the greatest engineering feats in U.S. history.

Historians have stated that the project was notable not only for its scope and difficulty but also for the professionalism of the contractors and the dedicated, principal leadership of the Conservancy directors – Charles W. Lee and G. Harvey Nuckolls.

FINANCIAL IMPLICATIONS:

Not applicable to this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

The naming of the Arkansas River Levee bridges is supported by the Pueblo Conservancy District and the Pueblo County Historical Society.

ALTERNATIVES:

If not approved, the bridges will remain nameless.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Pueblo County Historical Society Letter of Support
2. 88 Group LLC Letter of Support
3. Rotary 43 Letter of Support
4. Al Kaly Shrine Letter of Support
5. South Pueblo Masonic Lodge #31 Letter of Support
- 6.. Pueblo Conservancy Dist 24x18 Plaque - Lee
7. Pueblo Conservancy Dist 24x18 Plaque – Nuckolls

RESOLUTION NO. 15093

A RESOLUTION NAMING THE ARKANSAS RIVER LEVEE
PEDESTRIAN BRIDGES AFTER CHARLES W. LEE AND G.
HARVEY NUCKOLLS

WHEREAS, following the devastating Great Pueblo Flood of 1921, Charles W. Lee and G. Harvey Nuckolls were appointed to the first Conservancy District Board charged with addressing flood control of the Arkansas River to prevent another disaster; and

WHEREAS, that first Conservancy Board's massive project to build the levee system and relocate the Arkansas River was one of the most important and largest projects ever undertaken in the City of Pueblo and considered one of the greatest engineering feats in U.S. history; and

WHEREAS, under the guidance of Mr. Lee and Mr. Nuckolls, the Pueblo Conservancy District successfully completed the complex project a year ahead of schedule and under budget;
NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The two new pedestrian bridges crossing the Arkansas River at Pillar's Park and the Grove Neighborhood shall be named and dedicated to the memory of Charles W. Lee and G. Harvey Nuckolls.

SECTION 2.

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

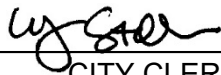
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



October 31, 2022

Pueblo City Council
1 City Hall Place
Pueblo, Colorado 81003

Honorable Council Members:

The Pueblo County Historical Society is pleased to support the Pueblo Conservancy District's naming of the Arkansas River Levee pedestrian bridges after two of the first Conservancy District board members, Charles W. Lee and G. Harvey Nuckolls.

Both Mr. Lee and Mr. Nuckolls along with the third initial board member, William L. Raber, were appointed to the first Conservancy District Board in 1922 following the devastating Great Pueblo Flood of 1921. Both Lee and Nuckolls owned local businesses and were active in the community in a number of organizations. After the flood, both served the community in the recovery efforts and on the city appointed committee charged with addressing flood control of the Arkansas River to prevent another disaster.

That first Conservancy Board's massive project to build the levee system and relocate the Arkansas River was one of the most important and largest projects ever undertaken in the city. Under the guidance of Mr. Lee and Mr. Nuckolls, the Pueblo Conservancy District successfully completed the complex project a year ahead of schedule and under budget. At the time, the project and its goal of altering the course of the Arkansas River was considered one of the greatest engineering feats in U.S. history.

Historians have stated that the project was notable not only for its scope and difficulty but also for the professionalism of the contractors and the dedicated, principled leadership of the Conservancy directors – Charles W. Lee and G. Harvey Nuckolls.

Sincerely,

Pamela Jacobsen
President, Pueblo County Historical Society

Pueblo County Historical Society and Edward Broadhead Research Library
203 West B Street
Pueblo, Colorado 81003
Phone: 719-543-6772 www.pueblohistory.org



November 19, 2022

Pueblo City Hall
Office of the Mayor
1 City Hall Place, 2F
Pueblo, CO 81003

Dear Mayor Gradisar,

I am writing to express support for the pedestrian bridge naming application being submitted by the Pueblo Conservancy District for the two new suspension bridges crossing the Arkansas River at Pillar's Park and the Grove Neighborhood.

During the recent 100 year commemoration ceremonies for the Great Pueblo Flood of 1921, we were again reminded of Pueblo's powerful strength and resiliency and how people and organizations came together to rebuild and chart a new course for the community after the disaster. The creation of the Pueblo Conservancy District was granted after a carefully negotiated 'horse trade' with legislators in the north who eventually gave support for the Conservancy District when Pueblo legislators agreed to allow the north to build the Moffat Tunnel. The new District gave local authorities powerful tools and the ability to build and protect the city with a new levee to ensure the safety of the citizens from future flood disasters,

Two of the most important figures in the establishment, creation and management of the Pueblo Conservancy District are Charles Lee and George Harvey Nuckolls who served in leadership and sat on the very first board of directors of the Conservancy District. Both gentlemen were well respected pillars in the community and had strong relationships with government, banks, businesses, charitable organizations, schools and places of worship. Both Charles Lee and George Harvey Nuckolls have left an indelible mark on Pueblo and by naming the two pedestrian bridges over the Arkansas River in their name it is not only appropriate but a beautiful way to honor both men and their lifelong contributions to our community.

Please feel free to contact me at (719) 315-1757 if you need further information. I strongly support this bridge naming application as it honors the former leaders of our community Charles Lee and George Harvey Nuckolls. Thank you for your thoughtful review of this initiative..

Sincerely,

Gregory Howell

Partner Representative
88 Group LLC

We empower community creativity and turn ideas into action.

88 Group LLC • 127 Spring St • Pueblo CO 81003 • Tel 719.315.1757

www.88groupllc.com



Pueblo City Council
1 City Place
Pueblo CO, 81003

Dear Mayor Gradisar and Pueblo City Council Members,

I write you today on behalf the members of Pueblo Rotary #43. As Club President, it is my privilege to express our Club's support of the Pueblo Conservancy District's proposal to name the Arkansas River Pedestrian Bridges after Mr. Charles Lee and Mr. George H. Nuckolls.

Pueblo Rotary #43 is proudly celebrating our 110th year of service to our community. In those 110 years, club members have sponsored and lead numerous projects we enjoy as Puebloans today. These projects include paving of the streets, consolidation of the school and water systems, building of Memorial Hall and Dutch Clark Stadium, and the construction of the vital levee system which protects our city today.

In March of 1912, twenty-two of Pueblo's most prominent leaders met at the Vail Hotel to discuss forming a Rotary Club in Pueblo. Two months later, Pueblo would receive it's charter becoming the 43rd Rotary Club in the Nation. There are now over 35k Rotary Clubs across the word with 1.3 million Rotarians living by the motto, "Service Above Self". That motto held true in 1922 when two of our founding members, Mr. Lee and Mr. Nuckolls, excepted the enormous responsibility of forming the Conservancy District and leading the ambitious undertaking of constructing Pueblo's levee system.

In a unanimous decision, the Pueblo Rotary #43 Board and general membership fully support the Conservancy District's proposal to name the Arkansas River Pedestrian Bridges in honor of Mr. Lee and Mr. Nuckolls. We strongly urge the Pueblo City Council to join us in support of this proposal and help ensure the history of our community and it's people are remembered and celebrated for generations.

Respectfully,

A handwritten signature in black ink, appearing to read "Matthew Albright". The signature is stylized with a large, sweeping "M" and a long, horizontal stroke at the end.

Matthew Albright - President Rotary 43



SOUTH PUEBLO LODGE # 31

126 BROADWAY

PUEBLO, CO. 81004-4203

719-544-1056 (EX 2)



November 15, 2022

To Whom it may concern:

We support the naming of two new bridges over the Arkansas River in Pueblo Colorado after two prominent citizens who were also affiliated with our Masonic Organizations and Philanthropic Fraternities.

Charles W. Lee was a highly distinguished citizen of Pueblo, business owner and a member of various service clubs, including the South Pueblo #31 Masonic Lodge where he received high honors as a 33rd degree holder. He also belonged to Al Kaly Shrine where he served as Potentate in 1924, which is also a very high honor.

G. Harvey Nuckolls was also a highly regarded Pueblo citizen. He was active in overseeing the construction of the levee in the heart of Pueblo and an active member of South Pueblo #31 Masonic Lodge.

The Masonic Fraternity in Pueblo would recommend naming the bridges in their honor.

Brian E. Bate

WB Brian E. Bate

Secretary (bbate@pueblo.us)

South Pueblo Lodge # 31

Cell (719) 240-4096

November 15, 2022

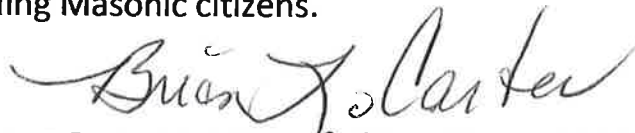
To Whom it may concern;

We the undersigned, support the naming of two new bridges over the Arkansas River in Pueblo Colorado after prominent citizens who were also affiliated with our Masonic Organizations and Philanthropic Fraternities.

Charles W. Lee was a highly distinguished citizen of Pueblo, business owner and a member of various service clubs, including the Masonic Lodge where he received high honors as a 33rd degree holder. He also belonged to Al Kaly Shrine where he served as Potentate in 1924, which is also a very high honor.

G. Harvey Nuckolls was also a highly regarded Pueblo citizen. He was active in overseeing the construction of the levee in the heart of Pueblo and a member of the Masonic Lodge.

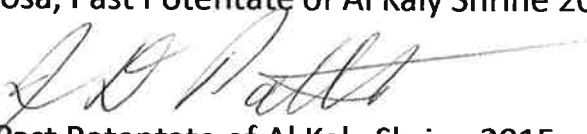
We the undersigned would be honored to see the two bridges named for these outstanding Masonic citizens.



Brian Carter, Past Potentate of Al Kaly Shrine 2020



James Hinojosa, Past Potentate of Al Kaly Shrine 2019

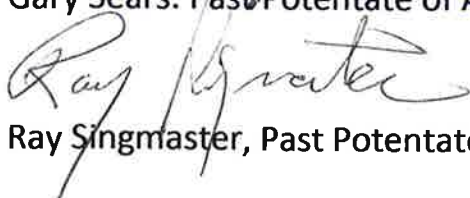


J.D. Potter, Past Potentate of Al Kaly Shrine 2015

Merv Terrill, Past Potentate of Al Kaly Shrine 2014



Gary Sears, Past Potentate of Al Kaly Shrine 2012



Ray Singmaster, Past Potentate of Al Kaly Shrine 2021

Dedicated to the Memory of Charles W. Lee

April 12, 1870 to October 4, 1932

Charles W. Lee was born in Marksburg, Iowa and moved to Lamar, CO in 1887. He married Cora A. Blodgett in 1889. They moved to Pueblo in 1890. They had two children, Cecil A. Lee, and Mildred B. Lee Spath.

Mr. Lee established the Charles W. Lee Wholesale Confectionery and Cracker Company and organized the Pueblo baseball team in the Western League. He was one of three Pueblo businessmen involved in the construction of the Colorado Building at 4th and Main Streets.

In addition to his involvement in business, Mr. Lee was a pillar of the community. He was a member of the Pueblo Rotary Club #43 and served as president in 1926. He was an active member of South Pueblo Lodge #31 A.F. & A.M, a 33rd degree Mason and Potentate of the Al Kaly Shriners in 1924.

Immediately after the Flood of 1921 he was appointed by the city commissioners to head the Food Commission. Most of the city's food warehouses and distribution centers were in the flooded area and greatly impacted. Mr. Lee was responsible for ensuring that the entire Pueblo community had a safe and adequate food supply.

On September 30, 1922, he was appointed as one of the three members of the Pueblo Conservancy District Board and was elected as the chairman. The Pueblo levee that was built to protect against future floods was completed in just two years, one year ahead of schedule and under budget.

At his death it was stated in the Pueblo Chieftain, "the City of Pueblo lost a most highly distinguished citizen" and "many years are needed for a man to attain the exalted position occupied by Charles W. Lee."

Dedicated to the Memory of George Harvey Nuckolls

January 14, 1868 to February 5, 1928

George Harvey Nuckolls was born near Sedalia, Colorado and moved to Leadville as a young man to raise cattle. In 1892 he moved to Pueblo to join his father and brothers in the meatpacking business. He married Virginia “Jennie” Wallis on March 18, 1894. They had two daughters, Marion Nuckolls Williams, and Della Nuckolls Jones Kennedy.

After his father died in 1910 he was named president of the packing plant. In March 1916 Mr. Nuckolls began constructing a new meat packing plant on South Santa Fe Avenue at a cost of \$300,000. It was the most modern facility of its kind in the country. He was also a partner in the Southern Colorado Investment Company which built the Colorado Building on 4th and Main Streets.

Mr. Nuckolls was a member of Pueblo Rotary Club #43 and served as its president in 1915. He was a founding member of the Pueblo Chamber of Commerce and served as the first president in 1910. He was also a member of the South Pueblo Lodge #31 A.F. & A.M.

After the Great Pueblo Flood of 1921 devastated the city, Mr. Nuckolls was one of the executive members of the committee of 100 citizens appointed to address reconstruction and flood control. On September 30, 1922, he was appointed one of the three members of the Pueblo Conservancy District to oversee the massive project of constructing the levee on the Arkansas River through the heart of Pueblo. The Pueblo Conservancy District Board successfully completed one of the greatest engineering feats in U.S. history and changed the course of the Arkansas River.



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 12, 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 RATIFYING THE APPOINTMENT OF IRIS CLARK AND TRISHA MACIAS TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

SUMMARY:

This Resolution ratifies the appointments made by the Pueblo City-County Selection Committee which appoints Trustees to the Pueblo City-County Library District.

PREVIOUS COUNCIL ACTION:

City Council confirmed the mayoral appointment of Councilor Atencio and Councilor Martinez to the selection committee which appoints trustees to the Pueblo City-County Library District Board of Trustees.

BACKGROUND:

Under C.R.S, 24-90-108 (c) of the Colorado Library Law, a selection committee consisting of 2 members of the City Council and 2 members of the Board of County Commissioners, appoints Trustees to the Pueblo City-County Library District Board of Trustees, subject to ratification by the City Council and Board of County Commissioners of Pueblo County by a 2/3 vote of each body.

Pueblo County Commissioners Garrison Ortiz and Eppie Griego, and City Council members Lawrence W. Atencio and Sarah Martinez met on November 30, 2022 to review the 9 applications received for appointment to the Library District's governing board. The joint committee appointed Iris Clark and Trisha Macias to serve on the Library District's Board of Trustees for 5-year terms expiring on 12/31/27. The attached Resolution ratifies the appointments made by the joint selection committee.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. PCCLD - Clark Packet
2. PCCLD - Macias Packet

RESOLUTION NO. 15089

A RESOLUTION RATIFYING THE APPOINTMENT OF IRIS CLARK AND TRISHA MACIAS TO THE PUEBLO CITY-COUNTY LIBRARY DISTRICT BOARD OF TRUSTEES

WHEREAS, pursuant to §24-90-108(2)(e) C.R.S., the Selection Committee which makes appointments to the Board of Trustees to the Pueblo City-County Library District duly convened and appointed the Iris Clark and Trisha Macias to five-year terms expiring on December 31, 2027; and

WHEREAS, it is now the desire of the Pueblo City Council to ratify said appointments; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointments of Iris Clark and Trisha Macias to the Pueblo City-County Library District Board of Trustees to serve a five-year term expiring December 31, 2027, shall be and hereby are ratified.

SECTION 2.

The officers of the City are authorized and directed to perform any and all acts consistent with this Resolution to implement the appointments ratified hereby.

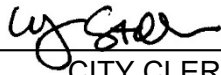
SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Friday, October 14, 2022 11:48:42 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	10/14/2022
BOARD OR COMMISSION	Library District Board of Trustees
Contact Information	
FIRST NAME	Iris
LAST NAME	Clark
HOME ADDRESS	1702 Tierra Berienda
CITY	Pueblo
STATE	CO`
ZIP	81008
OFFICE ADDRESS	N/A
CITY	<i>Field not completed.</i>
STATE	<i>Field not completed.</i>
ZIP	<i>Field not completed.</i>
DAYTIME PHONE	719 330-1175
E-MAIL ADDRESS	iclark591@comcast.net
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)

Management Consultant

Questionnaire

Please complete the following general information.

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

I currently serve on the Pueblo City County Library Foundation Board and was selected as Outstanding Woman of 2022. Additionally, I served on the Pueblo Chieftain Community Advisory Board. See attached pdf of op-ed printed in the Chieftain regarding our library. As outlined in the bio below, I have twenty-plus years of experience in organizational management including roles as bank officer and nonprofit CEO. I hold a master's degree in Organizational Management. My work has earned recognition at local, state and national levels.

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

I have a passion for the role of libraries in our democracy. This stems not only from the huge debt of gratitude I owe libraries in general, but specifically from my childhood here in Pueblo where I spent many summer days exploring and reading at the old McClelland library. I have always been a big user and a big fan of libraries. My work as Special Projects Director at the San Luis Valley Board of Cooperative Educational Services (SLVBOCES) in Alamosa included supervising the regional media center. In that role I participated in state library-related meetings that provided insight into the issues, conflicts, and barriers facing libraries. I want to assure that we maintain and build on our previous hard-won successes to assure high quality library services for Puebloans far into the future.

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

The first goal is to maintain and sustain the high quality services and offerings that we currently have in place. No losing ground on the impressive successes of the past 20 years or so.

After that, adding community education options should be explored. For a community the size of Pueblo, we lack options for informal learning and teaching. I believe we could get a foundation grant to set this up. Then, it could be sustained by small charges to participants with some additional sponsorships for specific classes.

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

Career Highlights and Brief Bio

Iris Clark Summary Bio

Iris is a Pueblo City County Library Foundation board member and a graduate of East High school.

She is a former bank officer and nonprofit CEO who currently provides management consulting services to southern Colorado's nonprofits.

She holds bachelor's degrees in biology and chemistry as well as a master's degree in organizational management.

She is a raving fan of the Pueblo City County Library and actively looks for opportunities to promote its wonderful staff and many services.

Career Highlights

I grew up in Pueblo and graduated from East High School before moving to Chicago for about ten years. Highlights of my career since returning to Colorado include:

- Eleven years as Special Projects Director at San Luis Valley Board of Cooperative Educational Services. Brought in \$3+million in grant funds to create and coordinate a new organization, the San Luis Valley Coalition for Youth Services. I received Outstanding Individual award from Governor Romer, traveled to DC to receive recognition from first president Bush and Secretary of Education Bill Bennett for my work there.
- I spent eleven years in Colorado Springs including two years as Small Business Development Center Director followed by nine years as a commercial lender before retiring as Regional Vice President of American National Bank in 2008. Served as founding board member of the Peak Venture Group. Received Women of Influence award from the Colorado Springs Business Journal for work with Peak Venture Group.
- My recent ten years in Pueblo includes positions as director of the Southeastern Colorado Area Health Education Center, interim Grants Manager for the South-Central Board of Cooperative Services, Transition Coordinator, and part-time business counselor for the Small Business Development Center. In addition, I have worked with several local nonprofits on consulting projects. I was recently named Southern Colorado Small Business Counselor of the Year by the SBDC. In 2022 the Library Foundation Board named me to receive Pueblo's Outstanding Woman Award.

Education

BA Biology/Chemistry; teaching certificate, secondary biology; Master's in Organizational Management, IRS Enrolled Agent (inactive); Real Estate Broker's license (inactive), Certified Business Counselor, State of Colorado Small Business Development Center

References:

Brian Estrada, Director Southern Colorado Small Business Development Center, 719 549-3245,

brian.estrada@pueblocc.edu
Doreen Gonzales, Executive Director, Southeastern Colorado
Area Health Education Center, 719 544-7833,
doreen.gonzales@secahec.org

(Section Break)

Upload résumé, [Library editorial 2021.pdf](#)
references and/or other
pertinent information

Email not displaying correctly? [View it in your browser.](#)

Pueblo City-County Library: Where free means free

Your Turn

Iris Clark Guest columnist

Have you ever signed up for a "free" on-line trial subscription so you could explore some new educational and entertainment options? Then later realized the promised "free" trial had morphed into a nearly impossible-to-stop monthly credit card charge.

You are not alone. It has happened to me. More than once I am embarrassed to admit.

But did you know there are truly free streaming options for Pueblo County residents? Yes, our awardwinning Pueblo City-County Library District offers multiple free on-line media services. No gimmicks. No fake "free" trials. Just thousands of on-line movies, music, books, audiobooks, TV shows and documentaries available 24/7.

Here's a sampling of the free apps that library patrons can use to stream media on a smartphone, tablet, or computer via our library. Hoopla Digital, offers movies, music, eBooks, audio books, documentaries, and even old television series such as the Dick Van Dyke show. Hoopla is among my favorites. I just binge watched Foley's War and A Place to Call Home.

Cloud Library (yourcloudlibrary.com) provides a wide selection of audio and eBooks, including recent best sellers, both fiction and nonfiction.

Libby, (<https://www.overdrive.com/apps/libby/>) also offers a wide selection of fiction and nonfiction audio and eBooks. What sets Libby apart is that you can read your eBooks on Kindle.

There's also Kanopy (kanopy.com), a video-only service that describes itself as "thoughtful entertainment." Here you can find films of every genre: movies, documentaries, even Great Courses lectures-all free on Kanopy.

You can sign up for these free services without leaving home if you have a library card. I found it easier to sign up initially on my computer and then download the apps to my phone and iPad. The sign-up process is similar for all services. Here are the steps to create a new Hoopla Digital account: 1. Go to hoopladigital.com and click on the blue Get Started button 2. Enter your email address and create a new password 3. Choose Pueblo City-County Library 4. Enter your library card number 5. Your birthday is your pin if you haven't changed it. For example, December 5, 1955, would be 12051955 6. Download the Hoopla app to other devices If you don't already have a library card, you can apply in person at any library branch with an ID and proof of address.

The library staff is ready to help if needed. Call 719562-5600 or go to <https://www.pueblolibrary.org/AskUs> At our Pueblo City-County Library, free always means free.

Iris Clark is a member of the Pueblo City-County Library Foundation board and a raving fan of the library's many programs and services.

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From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Friday, November 11, 2022 4:14:50 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/11/2022
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BOARD OR COMMISSION	Library District Board of Trustees
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Contact Information

FIRST NAME	Trisha
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LAST NAME	Macias
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HOME ADDRESS	1323 S Winterhaven Drive
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CITY	Pueblo West
------	-------------

STATE	CO
-------	----

ZIP	81007
-----	-------

OFFICE ADDRESS	2200 Bonforte Blvd.
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CITY	Pueblo
------	--------

STATE	CO
-------	----

ZIP	81001
-----	-------

DAYTIME PHONE	719-406-3464
---------------	--------------

E-MAIL ADDRESS	trishammacias@gmail.com
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ARE YOU CURRENTLY EMPLOYED WITH	NO
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THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

NO

OCCUPATION (or if
RETIRED, your
previous occupation)

Higher Education Administrator

Questionnaire

Please complete the following general information.

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

I have served on many local boards in the community over the past twenty years and have held a number of leadership roles on those boards. I also have an extensive background in the areas of financial budgets, planning, and fundraising.

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

I have not served on a board in some years and am eager to become engaged in the community again. I am an avid reader and frequent user of the Library and its services and would like to be involved in its continued growth and presence in our community.

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

Our library does an exceptional job of providing locations and services to Pueblo County. I wouldn't say there's necessary areas needing improvement, but just to continue the good work that is being done and help to grow as the community grows and make sure we are providing the best and most economical services to ensure that the Library is being fully utilized.

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

I personally know many members of past and present the Library Board and admire the work that they have done. I know it has been a meaningful experience for them and look forward to adding my insight and expertise as well.

(Section Break)

Upload résumé,
references and/or other
pertinent information

[Macias cv 2021.docx](#)

Email not displaying correctly? [View it in your browser.](#)

Trisha Macias

1323 S Winterhaven Dr.
Pueblo West, CO 81007

719-406-3464
trishammacias@gmail.com

Qualifications

- Management experience in executive level administration;
- Policy and program development, implementation, recruitment, retention and outreach;
- Provision of accurate and timely counsel and resource guidance with a high value placed on customer service; and
- Exemplary level of performance as a reliable, accountable and effective team player with excellent interpersonal, organizational, and communication skills.

Work History

Colorado State University Pueblo, Division of Extended Studies ° Pueblo, CO

June 2020 – Present

Director of Operations

- Develop, implement, supervise and maintain the integration of all enterprise data, financial, and budget planning, including purchasing and event management for division projects, academic initiatives, and administrative functions.
- Collaboratively lead division administrators to assess, assign, process, and evaluate administrative staff. Manage all assigned staff work activities, schedules, training, professional development, recruitment, and retention.
- Develop and maintain budgets, monitor expenditures and revenue to provide information on the status of operations and financial position and stability. Ensure Division compliance with University fiscal policies and procedures. Provide fiscal oversight and/or guidance of third party billing for the High School University Bridge Program, Teacher Education Program and the Campus Testing Center.
- Collaboratively manage data tracking and approval processes for course loading, student registrations, deposits and charges, third party billing, financial aid, customer relationship systems, faculty job offers, department contracts, revenue shares, official functions, risk management, and purchasing card and travel forms.
- Collaborate with Business Financial Services for indirect cost recovery, program development grants, certification of policy compliance, scholarship programs, distance education, and financial planning.
- Oversight of Independent Study program to include supervision of Classified and Professional Staff, course updates, updated syllabi, maintenance of schedule of updates, revisions, and new course development.
- Facilitate relationships and improve communication with other campus departments such as Enrollment Management and Financial Aid, faculty/adjuncts, students, and external partners. Improve processes and procedures for student interaction.
- Ensure that assigned functions conform to relevant University and state policies, procedures and accreditation practices.
- Work collaboratively and effectively with University staff and partners to manage timely, ethical and high quality finance and administrative functions for the Division.

Colorado Lottery, Department of Revenue ° Pueblo, CO

Nov 2016 – Present

Program Assistant II

- Provided office management and executive staff support for the daily operation of the Colorado Lottery Headquarters.
- Coordinated and managed monthly Lottery Commission meetings in compliance with Colorado Open Records Law.
- Developed monthly reports for the Lottery Commission, Department of Revenue Executive Director, and Colorado Governor's Office utilizing various data sources.
- Interpreted and implemented rule changes for Lottery games; researched and verified state statute compliance and followed the adoption, filing and publication process of the Colorado Secretary of State, Attorney General's Office, and Department of Regulatory Agencies.
- Ensured accurate retention, security, and destruction of historical and business records.
- Developed employee on-boarding, training and departure content into the LMS and provided training of its use.
- Provided training and guidance on new employee hiring process, personnel actions, and employee performance evaluations.
- Managed purchasing activity for all four Lottery office sites, ensuring compliance with State Fiscal Rules.

Black Hills Energy • Pueblo, CO

Dec 2015 – Nov 2016

Assistant to the Vice President

- Managed daily operations for the Pueblo site.
- Assisted in the planning and execution of community engagement and grant-making activities.
- Created a database of community engagement sponsorships and donations for tracking and historical comparison.
- Developed a retention and destruction schedule for site records.
- Facilitated bi-monthly Community Advisory Council meetings.
- Produced content for and maintained the Colorado Electric utility intranet within the corporate site.
- Supervised seasonal staff.

Colorado State University Pueblo • Pueblo, CO

July 2003 – Dec 2015

Executive Assistant to the President

- Managed the highest administrative office.
- Maintained open and effective lines of communication on campus, in the community and with the Board of Governors of the Colorado State University System.
- Prepared and presented presentations and reports for internal and external constituents, to include interpretation of complex data and concepts.
- Ensured accurate, complete and timely submission of reports and correspondence for state, federal and accreditation compliance.
- Oversaw faculty and staff contracting and facilitation of employment paperwork for all employees.
- Provided guidance and resolution of concerns in accordance with established policies and procedures.
- Addressed student and parent complaints in the areas of admissions, financial aid, grade appeals, student conduct, course registration, graduation requirements, housing, residency, billing, and other areas of conflict for final resolution.
- Provided oversight of office financial accounts and purchasing activity; served as the purchasing authority for departments reporting to the Office of the President in compliance with State Fiscal Rules.
- Served as a representative of the University on numerous national, statewide, and local committees and organizations.
- Served on multiple University committees and as a staff advisor for several student organizations.
- Initiated numerous student engagement and retention programs to enhance academic persistence.
- Assisted in the planning and execution of fundraising efforts, alumni activities, community engagement, employee recognition, annual employee gatherings, and other special events.
- Coordinated advisory councils to include meeting logistics, agenda development, preparation of presentation materials and meeting documentation.
- Supervised hourly staff and up to six student employees.

Pikes Peak Community College • Colorado Springs, CO

July 1999 – June 2003

Office Manager & Pikes Peak Regional Law Enforcement Academy Administrator

- Provided supervisory and program management for three instructional divisions with over eighty academic programs.
- Managed individual budgets and reporting for general fund, auxiliary and grant funded accounts.
- Processed new faculty employment and verified credentials of career and technical faculty.
- Developed semester class schedule, finals schedule and annual course catalog in coordination with department chairs.
- Provided advising and registered first year students.
- Represented the academic departments on the Curriculum and Instructional Practices Committee to evaluate and approve academic course and curriculum changes.
- Managed distribution, collection and manual processing of semester no-show lists and end of semester grades.
- Facilitated all aspects of the Pikes Peak Regional Law Enforcement Academy to include course scheduling, instructor pay, curriculum development, student application processes, advising, evaluation of transfer credits, coordination of state and national exams, commencement ceremonies, and accreditation compliance.
- Served on Higher Learning Commission and Strategic Planning steering committees.
- Supervised fifteen classified employees.

Additional Experience

Adjunct Instructor, Colorado State University Pueblo

- First Year Programs: US 101, Academic and Career Explorations, 2007 – 2015
- Extended Studies: WS 100, Introduction to Women's Studies; WS 206, Gender and Society; and WS 212, Racism and Sexism in America, 2010 – 2013; BSAD 101, Business Careers & Opportunities, Present
- Veterans Upward Bound: Math; Science; and Study Skills, 2007 – 2009

Education

Colorado State University – Pueblo • Pueblo, CO
Masters of Business Administration

May 2005

University of Colorado • Boulder, CO
Bachelor of Arts, Communication

May 1997

Community Boards & University Service

CSU Pueblo Diversity Executive Leadership Team, 2020 – Present
 CSU Pueblo Works Committee, 2020 - Present
 University of Colorado Pueblo Forever Buffs Alumni Chapter, September, 2016 – Present
 University of Colorado at Boulder Advocate, 2014 – Present
 President's Latino Advisory Council, Colorado State University – Pueblo, 2014 – 2017
 Southern Colorado Business Partnership Engaging Youth Program, 2013
 CSU Pueblo Stronger as a Pack Team, 2013-2016
 Hispanic Scholarship Fund Student Chapter Staff Advisor, 2013-2016
 Parkview Medical Center Foundation Board, 2011 – 2018
 United Way of Pueblo County Mentorship Program, 2011 – 2014
 Women's Foundation of Colorado, Pueblo Regional Steering Committee, 2009 – 2014
 El Pomar Foundation Leadership Plenty, 2008
 Lambda Theta Nu Staff Advisor, 2007 - 2016
 Pueblo Hispanic Education Foundation, 2007 – 2013
 Leadership Pueblo, 2006
 Hispanic Association of Colleges and Universities Staff Liaison, 2006-2016
 CSU Pueblo University Leadership Team, 2005 – 2016
 El Pomar Foundation Emerging Leaders Program, 2005 – 2016
 CSU Pueblo Alumni Association, 2005 – 2008

Statewide Boards & Committees

Colorado Coalition for the Educational Advancement of Latinos, Founding Member, 2007 – 2016

National Committees

Hispanic Association of Colleges and Universities Annual Conference Planning Committee, 2009 & 2014
 National Association of State and Provençal Lotteries 2018 District Managers Annual Conference Planning Committee, 2017
 National Association of State and Provençal Lotteries 2020 Annual Conference Planning Committee, Present

Awards and Recognitions

CSU-Pueblo Outstanding Professional Staff Award Finalist – 2008, 2011 and 2013
 Pueblo Hispanic Education Foundation Educator of the Year Nominee – 2010
 Council for the Advancement and Support of Education – District VI, Excellence in Communications – 2007

Computer Skills

Microsoft Word, Excel, PowerPoint, Outlook & Publisher
 Google Mail, Calendar & Docs
 Kuali Financial Systems
 Administrative/Student Information System (AIS)
 Banner
 SIPA
 PeopleSoft
 SalesLogix
 SharePoint
 Python
 Django



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 12, 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 ROXANNE PIGNANELLI TO THE PUEBLO HUMAN RELATIONS COMMISSION

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to the Pueblo Human Relations Commission.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Pueblo Human Relations Commission selecting individuals to serve terms which expire during a particular calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to the term expiration of Kathleen Javaneau, there is one City appointment available on the Pueblo Human Relations Committee to serve a three-year term expiring December 31, 2025.

Following an announcement in the *Pueblo Chieftain*, on the City's webpage, and social media seeking volunteers to serve on this committee, an application was received and reviewed by Mayor Gradisar.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. HRC - Pignanelli App

RESOLUTION NO. 15090

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF ROXANNE PIGNANELLI TO THE PUEBLO HUMAN
RELATIONS COMMISSION

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Roxanne Pignanelli to serve on the Pueblo Human Relations Commission, NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Roxanne Pignanelli to the Pueblo Human Relations Commission to serve a three-year term expiring December 31, 2025 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

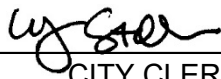
SECTION 3.

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

INTRODUCED: December 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: PUEBLO HUMAN RELATIONS COMMISSION
Date: Friday, November 11, 2022 3:50:06 PM

External email. Please use caution.

PUEBLO HUMAN RELATIONS COMMISSION

PUEBLO HUMAN RELATIONS COMMISSION Application for Appointment

The Pueblo Human Relations Commission is committed to promoting mutual understanding and respect for all citizens and promoting open dialogue for all to participate.

Contact Information

DATE	11/11/2022
FIRST NAME	Roxanne
Middle Initial	Field not completed.
LAST NAME	Pignanelli
HOME ADDRESS	211 W. 2nd Street, 303
CITY	Pueblo
STATE	Colorado
ZIP	81003
HOME PHONE	7197781848
WORK PHONE	Field not completed.
CELL PHONE	Field not completed.
E-MAIL ADDRESS	roxypignanelli@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH THE CITY OF	No

PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

Director Community and Government Affairs D70 semi retired

EDUCATION

Masters Education

Group Representation

Please check the
category or categories
that best describes
your qualifications or
interest:

Racial, Gender, Sexual Orientation, Disabled, Ethic,
Generational

Questionnaire

Please complete the following general information.

Please elaborate on
your qualifications for
or interest in the
category or categories
you selected above.

As an advocate for mental health, children, education and human rights I have spent many years defending and supporting the human infrastructure in our social contract.

Why do you want to
serve on the Human
Relations
Commission?

I believe that this is an important next step when I am fully retired to be active and in servitude with my level of interest and expertise.

How much time are
you willing to devote to
fulfill the obligations as
a Human Relations
Commission Member?

As much as is needed to complete the tasks and commitment needed to fulfill the mandates taken on by the commission.

What special
accommodations, if
any, will you need as a
Commission Member?
(Translator, Signer,
Transportation, etc.)

Transportation, Legislative Lobbying, Education, Union Leadership, Fund Development, Youth Development and Civil Rights.

What abilities and skills
do you have which can

Outstanding communications skills both verbal and written.

be used as a resource
to the Human Relations
Commission?
Bi-lingual? Signing?
Other?

What are the three
most important issues
that you feel this
Commission can play a
role in addressing?

Providing a voice for the underserved in the areas of gender,
race and social/economic discrimination.
Promoting work that honors the integrity of human rights.
Assisting organizations with communications and outreach for
citizens to seek help and representation.

What do you feel are
Pueblo's strengths?

The multicultural fabric and the ability for youth to find diversity in
education. Strong higher education that is affordable and
accessible to students of all walks.

What do you feel are
Pueblo's greatest
challenges?

Crime, legislative representation by women and people of color
that understand the struggle. Affordable housing, health care,
mental health care, addiction, homelessness, patriarchy, and the
lack of access for people with need for bilingual access.

(Section Break)

Upload resume,
references and/or other
pertinent information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 12, 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 RANDY MCCALL AND JESSICA MOORE TO THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER BOARD OF TRUSTEES

SUMMARY:

This Resolution appoints members to the Sangre de Cristo Arts and Conference Center Board of Trustees to serve three-year terms expiring December 31, 2025.

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Sangre de Cristo Arts and Conference Center Board of Trustees selecting individuals to serve terms which expire at the end of a particular calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to the term expirations of Janet Creswell and Chris Milliken and the term limit of Warren Diodosio, there are three openings on this board.

Following advertisements published in the *Pueblo Chieftain*, social media, and an announcement on the City's webpage seeking volunteers to serve on this committee, two applications were received by the deadline.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. SDC - McCall App
2. SDC - Moore Packet

RESOLUTION NO. 15091

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF RANDY MCCALL AND JESSICA MOORE TO THE
SANGRE DE CRISTO ARTS AND CONFERENCE CENTER
BOARD OF TRUSTEES

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Randy McCall and Jessica Moore to the Sangre de Cristo Arts and Conference Center Board of Trustees to complete a three-year term expiring December 31, 2025; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Randy McCall and Jessica Moore are hereby appointed to the Sangre de Cristo Arts and Conference Center Board of Trustees to serve three-year terms expiring December 31, 2025.

SECTION 2.

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

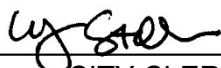
SECTION 3.

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

INTRODUCED: December 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Friday, November 18, 2022 9:02:11 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/18/2022
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BOARD OR COMMISSION	Sangre De Cristo Arts & Conference Ctr. Board
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Contact Information

FIRST NAME	Randy
------------	-------

LAST NAME	McCall
-----------	--------

HOME ADDRESS	2139 W. Las Flores Drive
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CITY	Pueblo
------	--------

STATE	Colorado
-------	----------

ZIP	81007
-----	-------

OFFICE ADDRESS	201 S. Victoria Ave.
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CITY	Pueblo
------	--------

STATE	Colorado
-------	----------

ZIP	81003
-----	-------

DAYTIME PHONE	7195868944
---------------	------------

E-MAIL ADDRESS	randy.mccall@hapueblo.org
----------------	---------------------------

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)

Director of Finance

Questionnaire

Please complete the following general information.

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

I worked for a year as an Accountant for the Arts Center and would like to continue working with them as a board member.

I am familiar with the financial statements and programs at the Arts Center and believe that I can add value to their Board.

I have sat on several other boards and committees in my career and have experience that would be helpful to the Board.

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

I want to be able to give back to my community and I believe this is a good way to do it.

I enjoyed working at the Arts Center and want to continue contributing to their success.

My years of Board experience should be helpful to this board and their mission.

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

As a Board member, I would hope to see the board be involved in fundraising and policy setting that would help this organization succeed and be a resource to the community.

I would like to see the organization expand and become/stay financially stable.

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

After working there for a year, I believe my experiences will be helpful to the board.

My knowledge of the programs and financial statements should add value to the board as they monitor and set policy for the organization.

During my time of employment there, I met and worked with several of the current board and am trusted and respected by them regarding my expertise in financial statement analysis and presentation.

(Section Break)

Upload résumé,
references and/or other
pertinent information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Tuesday, November 15, 2022 2:08:36 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/14/2022
------	------------

BOARD OR COMMISSION	Sangre De Cristo Arts & Conference Ctr. Board
------------------------	---

Contact Information

FIRST NAME	Jessica
------------	---------

LAST NAME	Moore
-----------	-------

HOME ADDRESS	4237 Blueflax Dr
--------------	------------------

CITY	Pueblo
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STATE	CO
-------	----

ZIP	81001
-----	-------

OFFICE ADDRESS	1241 E Routt Ave
----------------	------------------

CITY	Pueblo
------	--------

STATE	CO
-------	----

ZIP	81004
-----	-------

DAYTIME PHONE	7194234424
---------------	------------

E-MAIL ADDRESS	JMoore@nwsoco.org
----------------	-------------------

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)

Nonprofit Executive

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.

Arts and culture have always been a passion of mine. It is a bonus to have event planning experience as well. When I was a student at UC Riverside I served as the Director of Teatro Quinto Sol. Teatro Quinto Sol often produced and presented bilingual cultural/political themed shows for the community. We were glad to help instill pride about our culture with community members through the power of storytelling and stage productions. I also have a BA in Theatre and a minor in Dance performance. The work I did at the University helped build a strong foundation for the work I do now with affordable housing and working with the BIPOC community. I currently work in finance for a local non-profit so I know how important innovation can be to a successful budget.

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

It would be an honor to be a part of Pueblo's best kept secret and, in my opinion, its best attraction. There is so much that Sangre de Cristo Arts Center has to offer and so much we can share with our community and those visiting with us. I would truly enjoy helping the Center increase its number of visitors post pandemic. I have much experience with budget review, grant writing and leadership training that will help keep the organization fiscally sound.

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

An increase in ticket sales, class registrations, and community utilization of the facility. I would like to see the organization focus on Diversity, Equity and Inclusion. Diversity in supporters, artists, and employees. Creating diversity helps more people feel a sense of belonging and added value, and when combined with a sense of community anything is possible. Equity in trying to 'level the playing field' for those who would normally not have an opportunity to share their art, would open the door to new talent and creative expression. I believe inclusion to be the most important sentiment in art. Creating an environment where artists feel safe, welcome, and included opens the door to more artists and patrons. Overall, a focus on DEI would bring more people to participate in the creative community and help raise more funds for the Center.

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

I have held management and leadership positions where cultural diversity is not only important, but also standard practice. Understanding cultural nuances and the unique differences in behaviors and sensitivities can help increase clientele. Reevaluating your work/business culture can help shed a light on what is working and what is not. I can assist with self-evaluations to find where the new opportunities may lie. I can also identify best practices that have improved other organizations and corporate offices I've work with.

(Section Break)

Upload résumé, references and/or other pertinent information

[JessicaMoore_Resume 2022.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

JESSICA MOORE
4237 Blueflax Dr Pueblo CO 81001 · 619-654-9521
JessicaMoore.2303@gmail.com

Over twenty years of customer service experience. Successful in managing my own business as well as managing at non-profit organizations and retail establishments with high volume and fast paced environments. Recognized for delivering exceptional customer service. A verifiable track record of success backed by professional and personal references. 18 years of experience in real estate investments, rehabs, and mortgage and small business lending.

EXPERIENCE

NOVEMBER 13, 2018 – PRESENT

CHIEF LENDING OFFICER, NEIGHBORWORKS SOUTHERN COLORADO

- Responsible for developing and implementing all lending programs for the organization.
- Work directly with the staff, public, media and other local businesses and nonprofit organizations to create working relationships to develop lending and partnership opportunities on and off site.
- Ensure timely submission of monthly, quarterly, or annual reports grantors and Federal, State, County and City agencies as required by those organizations.
- Provide monthly reports on production to NWSOCO Board of Directors. As staff liaison with the SCCL Board, ensure that monthly committee meeting agenda and minutes are provided.
- Direct and report on the production of data and statistics as required for grant submission.
- Review and respond to audit or Program Review findings about loan documentation, procedures, or servicing.
- Maintain the relationship with our funders for affordable housing in Hyde Park Gardens and Pikes Peak Park.

MAY 2004 – 2018

MORTGAGE LOAN ORIGINATOR, INDEPENDENT BROKERAGES IN CA AND CO

- Perform high volumes of verbal and written communication to internal and external clients regarding vast array of fees, processes, requirements, documentations, and timelines in regard to each application.
- Prospect opportunities to originate, broker, and process Mortgage Loans.
- Research and interpret federal and state regulations.

OCTOBER 1994 – 2016

BEAUTY SPECIALIST/MANAGER, DILLARDS, VICTOIAS SECRET BEAUTY & NORDSTROM FASHION VALLEY

- Set and exceed company and personal sales goals while supporting the goals of the team Set and achieve sales goals,
- Build and maintain strong vendor relationships to maximize business results
- Manage the scheduling and execution of vendor events and promotions
- Build and maintain lasting relationships with customers.

EDUCATION

MAY 2000

BACHELOR OF ARTS, UNIVERSITY OF CALIFORNIA RIVERSIDE

Major: Liberal Studies with an emphasis in Theatre.

Minor: Ethnic Studies and Dance.

Related coursework: Costume Design and Makeup, Set Design and Construction, Creative Writing, Directing, and Actor Development.

OCTOBER 2008

MORTGAGE LICENSE, NATIONWIDE MORTGAGE LICENSING SYSTEM

NMLS 242147

SKILLS

- Employee leadership
- Spanish fluency
- Problem Solving
- Great communication skills
- Organized and able to thrive in a fast-paced environment
- Merchandising and Display
- Record Keeping

ACTIVITIES

NMLS License 2008-PRESENT

CA Real Estate Sales License 2008-2018

NeighborWorks Southern Colorado Lending Board 2016-2018

Kiwanis Club, Chula Vista Member 2004-2007

Kiwanis Club, Eastlake Treasurer 2007-2008



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 12, 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 BRANDI ADAKAI, LORI ARABIE, LARA CARTAGENA, HEATHER MAIO, SPENCER MILES, MELISSA NERESON, DEAN PACE, AND DERIC STOWELL TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

SUMMARY:

This Resolution confirms the appointment by the Mayor of members to complete various terms on the Community Commission on Housing and Homelessness (CCHH)

PREVIOUS COUNCIL ACTION:

City Council has made appointments to the Community Commission on Housing and Homelessness (CCHH) selecting individuals to serve terms which expire at the end of a particular calendar year. Amended City Charter Section 4-4 (i) now requires that such appointments be made by the Mayor, subject to confirmation by City Council.

BACKGROUND:

Due to the term expirations of Brandi Adakai, Chad Albaugh, Christina Maestas, Dustin Taylor, Heather Maio, Jimmy Duffner, Melissa Nereson, Sarina Adame, Steven Rodriguez, and Susan Anderson, there are ten spots available on the CCHH.

Following an announcement in the Pueblo Chieftain, on the City's webpage, and social media seeking volunteers to serve on this committee, applications were received and reviewed by the Mayor.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. CCHH - Adakai Packet
2. CCHH - Arabie App
3. CCHH - Cartagena Packet
4. CCHH - Maio Packet
5. CCHH - Miles Packet
6. CCHH - Nereson Packet
7. CCHH - Pace App
8. CCHH - Stowell Packet

RESOLUTION NO. 15092

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF BRANDI ADAKAI, LORI ARABIE, LARA CARTAGENA, HEATHER MAIO, SPENCER MILES, MELISSA NERESON, DEAN PACE, AND DERIC STOWELL TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Brandi Adakai, Lori Arabie, Lara Cartagena, Heather Maio, Spencer Miles, Melissa Nereson, Dean Pace, and Deric Stowell to serve on the Community Commission on Housing and Homelessness (CCHH); NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Lori Arabie, Lara Cartagena, and Dean Pace are hereby appointed to the Community Commission on Housing and Homelessness to serve a one-year term expiring December 31, 2023.

SECTION 2.

Spencer Miles and Deric Stowell are hereby appointed to the Community Commission on Housing and Homelessness to serve a two-year term expiring December 31, 2024.

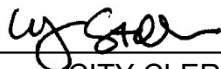
SECTION 3.

Brandi Adakai, Heather Maio, and Melissa Nereson are hereby reappointed to the Community Commission on Housing and Homelessness to serve a three-year term expiring December 31, 2025.

INTRODUCED: December 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Saturday, November 5, 2022 9:24:06 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/5/2022
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BOARD OR COMMISSION	Community Commission on Housing and Homelessness
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Contact Information

FIRST NAME	Brandi
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LAST NAME	Adakai
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HOME ADDRESS	505 Jefferson St
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CITY	Pueblo, CO
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STATE	co
-------	----

ZIP	81004
-----	-------

OFFICE ADDRESS	330 LAKE AVE
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CITY	Pueblo, CO
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STATE	co
-------	----

ZIP	81004
-----	-------

DAYTIME PHONE	719-778-0242
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E-MAIL ADDRESS	brandi@rmser.org
----------------	------------------

ARE YOU CURRENTLY EMPLOYED WITH	NO
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THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

Community center director

Questionnaire

Please complete the following general information.

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

My job is to work with the community and fulfill needs and gaps with services. Currently sit on the board for the latino chamber and el pomar foundation as their native american chair.

accomplishments this year:

- Volunteer of the year for Latino Chamber 2022
- Community service award from the YWCA Tribute to Women 2022

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

I want to continue my service and get more involved within the housing sector and homeless community

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

permanent warming shelter
more housing units
more beds for homeless

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

I run a free food pantry; all are welcomed to attend.
Provide free vocational training for all
Director at Pueblo's first empowerment center

(Section Break)

Upload résumé,
references and/or other
pertinent information

[resume 2021.docx](#)

Email not displaying correctly? [View it in your browser.](#)

Brandi Adakai

505 Jefferson St., Pueblo, Co. 81004

719.778.0242

brandiadakai@gmail.com

Personal Profile

- ✦ Experienced in a RMSER Early Childhood Education program for 6 years with knowledge of Head Start Framework practices. Currently work within the community development department with progression in implementing Community Centers & programming.
- ✦ Passionate about my experiences with children, families and quality of work being produced. Commitment to always providing a professional ethical standard with staff, children, families, and community.
- ✦ Analytical with individual and group activities. Past performance includes but not limited to helping improve quality in program, implementation of new programming, assisting with website development, meeting health standards and federal guidelines, and compliance on site.
- ✦ Maintain a motivated work environment, team player and a team leader. Excellent interpersonal skills. Provide a friendly working environment.
- ✦ Worked closely with families that were experiencing traumatic situations, foster care/adopted children, low-income/poverty/homeless families, and the young children in a classroom setting.
- ✦ Experienced with a variety of computer programs such as Microsoft Office/PROMIS/Teaching Strategies GOLD, company reporting, orders, accounting of production and materials, community outreach, classroom compliance with state/federal guidelines, assessing and reporting, lesson planning and CACFP standards.
- ✦ Knowledgeable in diverse environments requiring organizational, interpersonal, and practical skills. Obtain position to use good communication ability within company/tiers and contribute innovative strategies to try to increase the success of the organization.
- ✦ Adapt to change in the workplace and empower change as a learning opportunity for growth.

Education

Associate of General Studies

Pueblo Community College; Pueblo, Colorado

April 2017

Bachelor of Science in Business Administration

Colorado State University- Pueblo; Pueblo, Colorado

Major: Business Management

May 2018

Associate of Applied Science

Pueblo Community College; Pueblo, Colorado

Major: Early Childhood Education

May 2018

Director Certificate of Early Childhood

Pueblo Community College; Pueblo, Colorado

May 2018

Brandi Adakai

505 Jefferson St., Pueblo, Colorado 81004

719.778.0242

brandiadakai@gmail.com

Experience

Ambassador and Board member for Latino Chamber of Commerce Pueblo, Colorado

April 2019-Present

Attend Chamber events and participate in welcoming participants as well as encourage networking (i.e. luncheons, coffee breaks, happy hours, special events, etc.)

Attend and participate in Ribbon Cutting Events – to include speaking if necessary.

Treasure for the Alumni Chapter at The Hasan School of Business at CSU-P

April 2018-Present

Attend meetings and events on behalf of the Alumni Chapter.

Community Center Director- RMSER

January 2019-Present

- Coordinates activities, health & wellness programs, and community outreach events within the facility(s.)
- Provides administrative support by answering questions, maintaining correspondence with other divisions or agencies; interfaces with community groups and actively promotes the facility throughout the community through speaking assignments, guest appearances and media.
- Ensures the facility is properly maintained and all public spaces are kept tidy and contributing to a welcoming atmosphere for the community.
- Coordinates building reservations and approves of all building requests in line with the outlined policies and facility availability.
- Maintains facility safety for assigned staff and members of the community using the building.
- Attend or delegate attendance to relevant community engagement meetings throughout the town.
- Experience collaborating with a team of professionals as this position works within a community nonprofit that focuses on early childhood development, parent engagement, and family support services.
- Develop programs containing toward community involvement, early childhood, website development content and volunteering events/functions.
- Designing of community food pantries and clothing closets.

Brandi Adakai

505 Jefferson St., Pueblo, Colorado 81004

719.778.0242

brandiadakai@gmail.com

Teacher- Rocky Mountain SER Early Learning Center

August 2014- January 2019

Ensure the safety and well-being of child, while providing them with a well-rounded curriculum in nurturing environment. Knowledge of TS GOLD, Head Start Outcomes Framework, PROMIS, SOP's, classroom organization, objectives for learning, observations, etc.

Manager in Training- Dominos

November 2012- March 2013

Prepare food, maintain cleanliness of store, and strive to meet company goals while improving customer service and company up-sale.

Event Staff/Community Outreach- YMCA

March 2011- March 2012

Organized, hosted, and monitored parties and events for community and YMCA members. Enhanced customer service by accommodating customer needs in a timely manner, develop customer-employee interaction and provide a safe & healthy environment for all visitors. Promote healthy living through schools, parks, community involvement and within local businesses.

Assistant Manager- Dairy Queen

May 2007- July 2010

Customize orders/shipments of products and supplies, develop employee work schedules for a team of 10+, budget payroll hours, compile daily bank deposits and records of food counts, and itemize reports (store, inventory, hours) for accurate bookkeeping records.

Brandi Adakai

505 Jefferson St., Pueblo, Colorado 81004

719.778.0242

brandiadakai@gmail.com

References Attached

References

Monique Marez, Coordinator of the Pueblo Food Project

1 City Hall Place Pueblo, Co. 81004

719-252-1657

Chris Hall, CEO of Rocky Mountain SER (RMSER)

3555 Pecos St. Denver Colorado

720-339-8826

Steven Trujillo, Executive Director of The Housing Authority

215 S Victoria St. Pueblo, Colorado

719-947-2187

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Wednesday, November 9, 2022 4:34:51 PM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/9/2022
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BOARD OR COMMISSION	Community Commission on Housing and Homelessness
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Contact Information

FIRST NAME	Lori
------------	------

LAST NAME	Arabie
-----------	--------

HOME ADDRESS	107 jewell ave
--------------	----------------

CITY	pueblo
------	--------

STATE	Colorado
-------	----------

ZIP	81003
-----	-------

OFFICE ADDRESS	107 jewell ave
----------------	----------------

CITY	pueblo
------	--------

STATE	Colorado
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ZIP	81003
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DAYTIME PHONE	7194064947
---------------	------------

E-MAIL ADDRESS	prmloriarabie@gmail.com
----------------	-------------------------

ARE YOU CURRENTLY EMPLOYED WITH	NO
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THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

Shelter Director, Case Manager Supervisor

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.

Case Management at the pueblo rescue mission helping
residents get setup for housing.

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

to learn more about the housing market, and issues with no
ousing.

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

to be able to find housing for everyone that needs.

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

I at one time was homeless, and now how it feels to wonder from
day to day where you will lay your head.

(Section Break)

Upload résumé,
references and/or other
pertinent information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Tuesday, November 15, 2022 7:55:06 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/14/2022
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BOARD OR COMMISSION	Community Commission on Housing and Homelessness
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Contact Information

FIRST NAME	Lara
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LAST NAME	Cartagena
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HOME ADDRESS	611 Madison St
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CITY	Pueblo
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STATE	CO
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ZIP	81004
-----	-------

OFFICE ADDRESS	213 N Union Blvd
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CITY	Colorado Springs
------	------------------

STATE	CO
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ZIP	80907
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DAYTIME PHONE	7193526281
---------------	------------

E-MAIL ADDRESS	Laracartagena@comcast.net
----------------	---------------------------

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)

Sales

Questionnaire

Please complete the following general information.

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

I currently serve on the Apartment Association of Southern Colorado Board as a membership chair. I am dedicated to committee's I serve and received the Ethel Horton Award from the Apartment Association in 2020 for my outstanding dedication and support. I also received honorable mention from Governor Polis for my ambassadorship in spreading the word on Comcast Internet Essentials product. Digital equality is important to residents within our city and state.

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

To change perceptions on affordable housing. There is a stigma associated against the concept of affordable housing. Many stereotype affordable housing as lower property value, higher crime, only available to residents on government assistance, and higher traffic impacting roads. I watched Greccio Housing change many city officials and residents perception after a arson situation at Broadmoor Bluffs development. These homes are attainable vs affordable. They were able to show the neighboring community members the beauty of the homes and stories of the potential residents living there.

ERAP funds are ending; educate residents, owners, and property staff on recourses available to avoid eviction.

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

Increase funding resources
Increase Community Education and Engagement
Increase Sustainable Housing inventory

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

I work with over 90 owners across Pueblo and Colorado Springs apartment communities. I feel that my daily interactions with staff of housing locations gives me access to understanding inventory, affordability, delinquency rates etc... My involvement with the Apartment Association of Southern Colorado keeps me abreast to legislative items impacting our Nation and State level.

(Section Break)

Upload résumé,
references and/or other
pertinent information

[Lara Cartagena CAR Mng.docx](#)

Email not displaying correctly? [View it in your browser.](#)



Lara Cartagena

719-924-8695

Laracartagena@comcast.net | www.linkedin.com/in/lara-cartagena-cas

INNOVATOR & COLLABORATOR

Accomplished professional with a 29-year career in telecommunications industry, offering wide knowledge of customer needs, entertainment experiences and importance of driving innovation. Proven background in engaging stakeholders to create win-win solutions. Achievements include securing HOA agreement that allowed community to build a playground, first to sell WiFi ready Brownfield product in Mountain west Region and recognized by AASC as volunteer of the year.

COMMUNITY INVOLVEMENT

Executive Board Member- Apartment Association of Southern Colorado

Ambassador- Greater Pueblo Chamber of Commerce

EDUCATION High School Diploma

CORE COMPETENCIES

Building Collaborative Relationships | Growth Mindset

Employee Management | Customer Focus

Marketing | Talent Development | Strategic Planning

Cross Functional Partnerships | Change Management

KEY ACCOMPLISHMENTS

- First CAR to sell & deploy Instant WiFi Brownfield
- Top CAR Q4 2019
- AASC Ethel Horton Award Recipient 2020
- Impact on Education of Internet Essentials award 2020
- Midas Award Winner 2011
- Game Changer Award Q3 2020
- Leadership Pueblo Graduate 2007
- AASC Lyceum Graduate 2017
- Certified Apartment Supplier 2017
- Top CAR Q1 2018
- Certified Trainer AASC 2021

TECHNICAL SKILLS

- Analytics
- Project Management
- Xfinity Technology
- Reporting/ Excel

EXPERIENCE

Community Account Professional, Market Development | XFINITY Communities | March 2015 – Present

- Lead MRW in sold and deployed Instant WiFi Brownfield communities resulting in an increase of Xfinity Internet penetration by over 63% in three months.
- Mentoring/ Developing peers.
- Manage portfolio contributing \$1.2 million dollars monthly to Mountain West Region.
- Built and managed partnership with key stakeholders to secure a service and marketing agreement providing additional funds to HOA leading to significant community projects.
- Advocate for multifamily rental housing industry at a state and local level by lobbying and educating public officials. As well as monitoring local issues in both Pueblo and Colorado Springs.
- Facilitate training for onsite staff on Xfinity products as well as multifamily industry updates.
- Develop reporting for Revenue Share that is easy for CAR's to communicate to onsite teams.

Xfinity Sales Development Manager | Comcast Mountain West Region | October 2014-March 2015

- Motivate, coach and support team
- Align team to territory with high sales success
- Work with Marketing to execute promotions and programs

Direct Sales Manager | Comcast Mountain West Region | November 2011-October 2014

- Built a "world class" sales organization to 42 Direct Sales members/4 supervisors across state of New Mexico.
- Responsible for meeting and exceeding Regions KPI's.
- Expand Field Sales to areas of state with no Xfinity exposure to increase market share.
- Deploy Xfinity Home into Sales targets
- First to send Elite winner from New Mexico Team

Direct Sales Supervisor | Comcast Mountain West Region | January 2008-November 2011

- Lead design of field order entry tool along side Corporate and Division partners.
- Coach and develop 13 Direct Sales members
- Create and maintain accurate sales records by performing random

Retail Sales Supervisor | Comcast Mountain West Region | January 2007-January 2008

- Facilitate 6-week soft skill training with all technicians in Southern Colorado becoming the number one supervisor in Technician sales at 11%.
- Managed over 200 Regional events
- Launch new Authorized Dealers

Cable Store Supervisor | January 2004-January 2008

- Develop and launch bonus plan
- Managed #1 store in traffic
- Deploy new products

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Friday, November 4, 2022 12:36:43 PM

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BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/4/2022
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BOARD OR COMMISSION	Community Commission on Housing and Homelessness
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Contact Information

FIRST NAME	Heather
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LAST NAME	Maio
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HOME ADDRESS	4015 Valley Dr
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CITY	Pueblo
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STATE	Colorado
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ZIP	81008
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OFFICE ADDRESS	4015 Valley Dr
----------------	----------------

CITY	Pueblo
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STATE	Colorado
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ZIP	81008
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DAYTIME PHONE	7195538052
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E-MAIL ADDRESS	heathermaio54@gmail.com
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ARE YOU CURRENTLY EMPLOYED WITH	NO
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THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

Previous Director Of Environmental Health for Pueblo
Department of Health and Environment

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.

1. Areas of accomplishments: In my prior work, my department was often called for the issues of homelessness on the Fountain Creek and other locations. I am aware of the problems with the disposal of sanitary waste, garbage and trash disposal, drug abuse and the possibility of needles at camps. My department oversaw violations of City Housing Code and the trash and garbage disposal regulations in the City and the County for years until the City Zoning Department was determined to oversee the code violations. We also covered the public accommodations regulations. So, while I am still shocked at the myriad of terrible conditions, I have seen during my tenure of 28 years in Public Health, I know what obstacles are encountered in trying to solve some of this issue.

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

2. I am interested in being on this commission as I would like to see a better solution to homelessness other than camping along the river. It leads to disease, possibly Covid-19 or tuberculosis among other things. I see these homeless people in my neighborhood, at the store where I shop on the northside, standing on the street corners and leaving shopping carts under the I-25 interchange of Hwy 50 W and I-25. I have also seen the "pooping field" in the area next to Hwy 50 West near the old K-Mart. I would like to see the city engage in some new solutions to this problem.

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

3. The goals I would like to see is to help this commission achieve their goals! I would like to see that we think ahead and see the weather and open any additional shelter such as the Transit Station. This should not be a surprise opening; the weather needs to be observed and the weather predictions need to be observed to accomplish the additional shelter being open. I would like to see that we get as many homeless people off the streets as we can by learning from other communities what they have tried and see if it can also happen in Pueblo.

4. List any other items
that might be useful in

4. I believe I have covered the items I believe are useful for consideration for my appointment to this board. My time as the

consideration for your appointment to this Board or Commission.

Director of Environmental Health certainly gave me insight into poor living conditions as well as some homelessness situations which we attempted to work with.

I have been a co-leader for the Education and Engagement Committee for Homelessness. We are trying to gather statistics and apply them to solutions. I have researched various solutions and currently going to try to present some solutions as a group to the full Commission on Housing and Homelessness and City Council.

I also tutor youth as a "Reading Buddy" for the Boys and Girls Club. I serve on the Board for REOCA and function as the Board Secretary.

(Section Break)

Upload résumé, references and/or other pertinent information

[Resume for Heather at work 2012wps.docx](#)

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Qualifications:

Leader, able to coordinate and motivate people to achieve numerous tasks. Analyze budgets, implement cost saving measures, and analyze activities and processes to be more efficient, tackle problems in an organized way and find creative solutions.

Team builder, thorough, creative, collaborator, problem solver, cooperative, dependable, responsible, loyal, knowledgeable in all aspects of environmental health, able to understand and apply laws to achieve desirable results. Develop policies as necessary. Respond and accommodate new arenas of public health as they arise such as West Nile Virus and Bioterrorism. Deal with personnel issues.

Work History:

Director of Environmental Health, Pueblo City-County Health Department, 1995-December 2012

Managed up to \$1,800,000 budget for 24 staff, with a budget of \$1,468,000 for 19 staff. Provided **leadership** for problem solving, and application of laws for licensing and inspecting of businesses and code enforcement. **Collaborated** with state, city, county, and community representatives to achieve desired results. Wrote regulations to protect public health. Wrote and implemented grant projects. Oversaw 32 different programs, such as Solid Waste, Housing and Sanitation code enforcement, Food Safety, Septic System Installation Inspection, Air Quality, Laboratory, Vector Control, Recycling and Neighborhood Cleanup, Chemical Stockpile Medical Training. Developed recycling and cleanup program as outlined in 2010 community planning document, as well as 3 other new, key educational positions.

Interim Assistant Director, 1991-1994

Leadworker for Food Sanitation and Safety Program, 1989-1994

Staff Inspector 1985-1989, Pueblo City-County Health Department

Worked as Interim Assistant Director as well as the lead in the Food Inspection program. Assisted in budget management, program analysis and all other managerial duties. As **Leadworker since 1989**, developed a comprehensive educational component in the Food Safety Program, which was well accepted in the business community and still used. Worked as a staff field inspector since **1985**.

Wildlife Conservation Officer, New Mexico Department of Game and Fish 1977-

1979 Commissioned State Peace Officer, enforced wildlife regulations in largest Conservation District in the state of New Mexico. At that time, only woman field officer in state.

Education:

University of Colorado, Colorado Springs- Masters of Public Administration 2005.

University of Arizona, B.S., Wildlife Biology -obtained 1977.

University of Southern Colorado, enrolled in Masters Program in Business Administration, Jan. 1999 - August 2001

Community and State Activities

Chair of Colorado Directors of Environmental Health-1998-1999

President of Colorado Environmental Health Association (CEHA) 1997-1998

Vice President, Past President & Southeastern Representative of CEHA 1993-1999.

Board member of Pueblo County Environmental Pride Association.1997-2004.

Member of Environmental Policy Advisory Committee (EPAC) 1995-1999.

Treasurer of Colorado Directors of Environmental Health- 2005- 2012

From: noreply@civicplus.com
To: [CityAdmin](#)
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Date: Thursday, November 3, 2022 10:46:58 PM

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BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/3/2022
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BOARD OR COMMISSION	Community Commission on Housing and Homelessness
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Contact Information

FIRST NAME	SPENCER
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LAST NAME	MILES
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HOME ADDRESS	828 Beulah Ave
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CITY	Pueblo
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STATE	CO
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ZIP	81004
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OFFICE ADDRESS	828 Beulah Ave
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CITY	Pueblo
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STATE	CO
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ZIP	81004
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DAYTIME PHONE	7192372542
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E-MAIL ADDRESS	spencersclassemail@gmail.com
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ARE YOU CURRENTLY EMPLOYED WITH	NO
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THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

PhD Research

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 was once homeless many years in the past.

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

I would like the opportunity to seek to directly address barriers to
the creation of simple low-cost permanent housing.

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

Preparation and execution of pioneering Urban Micro-
Homesteading plan to create permanent, owned, low-cost,
environmentally harmonious housing for persons and families
who cannot otherwise experience security of place and pride of
ownership.

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

I will most likely be ridiculed and rejected for my past, but my
past failures compared with my present successes may well be
my greater qualification.

(Section Break)

Upload résumé,
references and/or other
pertinent information

[Resume.pdf](#)

Email not displaying correctly? [View it in your browser.](#)

Spencer Miles, M.A.
719-237-2542
spencersclassemail@gmail.com

Educational

Graduate Certification: Criminal Justice 2021; University of Colorado, Colorado Springs.
Master of Arts: History 2020; University of Colorado, Colorado Springs.
Bachelor of Arts: Philosophy 2018; UCCS, Dean's List.
Associate of Arts: Philosophy 2016; Pike's Peak Community College.

Government Service

United States Navy; Basic Training Captain's Commendation: Highest Divisional G.P.A.
Shipboard Firefighting
Federal Safety Regulations/Procedures
Naval Engineering Core School; Honor Graduate
OSHA Training Certification
Mass Casualty/Damage Control Response

Occupational Experience

Commercial/Residential

Journeyman Gypsum Wallboard Installation, Finishing, Painting
Residential Property Maintenance Engineer: 83 Units, Boiler Repair
Second Man: Northrop Grumman COS Project, Grid Ceilings; Mining Exchange Hotel
Lobby Remodel Project; St. Thomas Moore ICU Expansion Project
Foreman Interior Finish, supervising 27 teams: Point of the Pines Gardens
USDA Rural Development: Director of Property Maintenance, 43 unit housing project
Owner/Operator: Perfected Interiors Ltd. Artisan Interior Remodeling
Property Disaster Mitigation/Remediation Technician: Fire, Flood, Mold

Industrial

3rd year Apprentice Cabinetmaker
3rd year Apprentice Tool and Diemaker
Owner/Operator: Tributary House Ltd. Artisan Publishing/Paper products

Technical

Department of Justice, Education: Instructor, 2003 - 2004
Adult Literacy, GED Preparation, French, Spanish, German, Music Theory
Department of Justice, Education: Administrative Operations, 2003 - 2004
Career Development Program, Community Integration Facilitation
Chief Directing Officer: Miles Engineering Research Laboratories Incorporated
(MERLInc) Product Research and Development
UCCS: Project Manager, Augmented Reflections Virtual Reality History, 2018 - 2021

Volunteer Training/Experience

Firefighter I, HAZMAT Operations, Federal Incident Command System Level 100, First Responder, Basic Life Saving
Federally Certified Suicide Watch/Prevention
Team Director, 6th annual American Cancer Society Relay for Life: MSHS/FUMC Team
Principles of Leadership Training Workshop
Survey of Psychology Certification

Independent Study

Structural Design/Construction
Machine Design/Construction
Bio-Engineering Systems Design/Construction
Geo/Bio/Chemical Land Analysis; Geographic Information Systems

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Date: Tuesday, November 8, 2022 2:19:08 PM

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BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/8/2022
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BOARD OR COMMISSION	Community Commission on Housing and Homelessness
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Contact Information

FIRST NAME	Melissa
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LAST NAME	Nereson
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HOME ADDRESS	8 Tamar Court
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CITY	Pueblo
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STATE	CO
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ZIP	81005
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OFFICE ADDRESS	1313 Sherman
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CITY	Denver
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STATE	CO
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ZIP	81005
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DAYTIME PHONE	7194068670
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E-MAIL ADDRESS	melissanereson@gmail.com
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ARE YOU CURRENTLY EMPLOYED WITH	NO
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THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

Office of Housing Recovery Manager

Questionnaire

Please complete the following general information.

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

I have served on the CCHH board for four years. I have knowledge in several aspects of the affordable housing industry including subsidized housing, affordable housing development, real estate, lending, etc.

I currently work at the Department of Local Affairs, Division of Housing, overseeing the Emergency Rental Assistance Program and the Emergency Mortgage Assistance Program for the entire state. Additionally, I'm aware of other resources offered by both the Department of Local Affairs and other partner agencies and can bring this information to the table.

In addition to serving on the CCHH board, I also serve on sub-committees of Rehab and Revitalization, Resource Identification, Planning and Zoning, and am the co-chair of the Affordable Housing Cohort.

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

Born and raised in Pueblo, I am passionate about the affordable housing crisis in Pueblo. I would like to further the work accomplished by this board and continue to serve in this capacity.

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

I would like to continue to problem-solve with key partners to find solutions to the affordable housing crisis happening in Pueblo. Some of this work may not be measurable, and may look like pairing an affordable housing developer with the right resource or partner, but each unit of housing created in Pueblo is a win for this commission. Some of these new units may happen naturally without the commissions help, but some are a direct result of the commission (and sub-committee's) work.

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

If available, I'd like to serve a 3-year term.

(Section Break)

Upload résumé,
references and/or other
pertinent information

[Resume for Board CCHH.docx](#)

Email not displaying correctly? [View it in your browser.](#)

Melissa Nereson

8 Tamar Court
Pueblo, CO 81005
(719) 406-8670
melissanereson@gmail.com

EXPERIENCE

Colorado Department of Local Affairs – Division of Housing, Pueblo, CO

March 2020 – Current

Office of Housing Recovery Manager

Ensure Coloradoans remain stably housed during the COVID- 19 Pandemic and beyond by providing assistance to those in need.

Manage day- to- day operations of both the Emergency Rental Assistance and Emergency Mortgage Assistance Programs, totaling over \$640 million in Federal grants.

Ensure program compliance from both contractor and subgrantee partners throughout the state.

Manage media campaigns that ensure Coloradoans that are most at- risk of housing instability are aware of the available funding.

Housing Development Specialist

Increase Colorado’s affordable housing stock by providing technical assistance and funding to stakeholders including housing authorities, governmental entities, non- profit and for- profit developers in Southeast Colorado.

Provide grant funding and/or loan products to applicants for new construction, preservation, acquisition or rehabilitation of affordable housing developments. Underwrite complex affordable housing projects.

Housing Authority of the City of Pueblo, Pueblo, CO

March 2013 – February 2020

Interim Director of Operations

Manage day to day operations for the Housing Authority of the City of Pueblo.

Supervise the Planning and Development Department, Property Management Departments, Leasing Department, Inspection Department and other various positions.

Property Manager

Manage all day- to- day activities of 901 Public Housing units and make managerial decisions accordingly.

Additional Duties:

Supervising Manager for the Family Self Sufficiency (FSS) Program. Ensure

Professional

Housing Colorado

Professional Member

Pueblo Association of Realtors – Pueblo, CO

Professional Member

Colorado Association of Realtors - Pueblo Association of Realtors - Pueblo, CO

Professional Member

National Association of Housing and Redevelopment Officials (NAHRO)

Professional Member

Colorado Commission on Housing and Homeless (CCCH)– Pueblo, CO

Appointed member by the Pueblo County Board of County Commissioners. Term expires December 2022.

Active member in CCCH’s Rehabilitation/Revitalization and Resource Identification work groups.

Pueblo Affordable Housing Cohort – Pueblo, CO

Co- chair of the Pueblo Affordable Housing Cohort, appointed by the Mayor of the City of Pueblo. No expiration date.

Community Service Block Grant Advisory Committee – Pueblo, CO

Previously appointed member by the Pueblo County Board of County Commissioners.

compliance with the FSS Program and apply for annual grants.
Oversee a fully functional job training/GED facility.
Section 3 Coordinator for the Housing Authority of the City of Pueblo.

Industry Licenses/Certifications

- Colorado Independent Broker Real Estate License # II100011064
- Certified Tax Credit Specialist – National Center for Housing Management
- Certified Blended Occupancy Specialist - National Center for Housing Management
- Certified Public Housing Occupancy Specialist – The Nelrod Company
- Certified Family Self Sufficiency Specialist – National Association of Housing and Redevelopment Officials
- Certified Public Housing Manager – National Association of Housing and Redevelopment Officials

**Southern Colorado
Community Lending —
Pueblo, CO**

September 2017 – March 2020
Previous board member for Southern Colorado Community Lending, a NeighborWorks Organization.
Resigned from the board in March, 2020, due to my employment with DOH and potential conflicts of interest.

EDUCATION

**Colorado State University –
Global Campus — *Bachelor of
Science in Business
Management***

January 2019 - July 2020
Obtained Bachelor's degree in Business Management.

**Pueblo Community College,
Pueblo, CO — *Associates in
Business Management***

June 2015 - June 2016
Obtained Associates degree in Business Management.

**Colorado Real Estate College,
Pueblo, CO — *Independent
Broker's License***

August 2005 - October 2005
Obtained Colorado Real Estate License # II100011064.

**South High School, Pueblo,
CO — *High School Diploma***

Obtained High School Diploma.

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Wednesday, August 24, 2022 4:28:53 PM

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BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	8/24/2022
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BOARD OR COMMISSION	Community Commission on Housing and Homelessness
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Contact Information

FIRST NAME	Dean
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LAST NAME	Pace
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HOME ADDRESS	218 east Countryside drive
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CITY	Pueblo
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STATE	Co
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ZIP	81007
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OFFICE ADDRESS	218 East Countryside drive
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CITY	Pueblo
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STATE	Co
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ZIP	81007
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DAYTIME PHONE	719 671 1985
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E-MAIL ADDRESS	deanpace427@hotmail.com
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ARE YOU CURRENTLY EMPLOYED WITH	NO
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THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

Real estate investor. Property management. Landlord

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.

Lifelong Pueblo resident . 30 years in real estate development,
property manager, rental property owner/landlord. Construction
management and property restoration and resale.
Vast resources and relationships In the fields listed above.
21 years in mental health as a Mental Clinician II
at Colorado Mental Health Institute at Pueblo.

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

Very Interested In participating in ideas and possible decision
making in an extremely important and growing problem.
Interested in assisting the community and the
many extenuating circumstances relating to community issues,
health and human services.
Homeless people, disease, healthcare, drug use.
Community safety/security.

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

Provide sound solutions and long term implementations that will
have a long term affect on our homeless community and the
problems that stem from that directly affecting the Pueblo
community.

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

Intelligent and professional.
Eager to help and participate
Very adept and easily communicate with diverse people at all
background levels
Want to participate and be a part of improving the Pueblo
community

(Section Break)

Upload résumé,
references and/or other
pertinent information

Field not completed.

Email not displaying correctly? [View it in your browser.](#)

From: noreply@civicplus.com
To: [CityAdmin](#)
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BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	11/16/2022
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BOARD OR COMMISSION	Community Commission on Housing and Homelessness
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Contact Information

FIRST NAME	Deric
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LAST NAME	Stowell
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HOME ADDRESS	2510 Cedar St.
--------------	----------------

CITY	Pueblo
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STATE	CO
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ZIP	81004
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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	719-281-6520
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E-MAIL ADDRESS	dericnsd@gmail.com
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ARE YOU CURRENTLY EMPLOYED WITH	NO
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THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

Urban Farmer,

Questionnaire

Please complete the following general information.

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

I have been living in Pueblo CO since 2013. Before that I was living in San Diego CA, where I was serving on the San Diego County Dept Health and Human Service HIV Planning Council. The mission of the San Diego HIV Planning Group is to plan for the delivery of HIV services throughout the continuum of care to reduce the impact of HIV, and to allocate funding for these services under the federal Ryan White HIV/AIDS Treatment Extension Act of 2009 (RWTEA), Parts A and B.

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

I am interested in serving on this commission because housing and homelessness affect many areas of Pueblo. Rather than being a part of a problem I want to be able to be a part of a solution.

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

1) Full-time year-round homeless assistance and wrap-around services
2) Mental Health services availability
3) Meal availability
4) other housing services, such as Section 8 expedited services, etc

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

Field not completed.

(Section Break)

Upload résumé,
references and/or other
pertinent information

[Resume 2020.docx](#)

Email not displaying correctly? [View it in your browser.](#)

Resume for Deric Stowell

2510 Cedar Street
Pueblo CO 81004
719-281-6520

RECENT WORK / VOLUNTEER EXPERIENCE:

2020 - Present - Pueblo Food Project, Council Member, Co-Chair of Leadership Committee
2020 - Bessemer Association For Neighborhood Development, Vice President
2019 - Present - Pueblo Urban Farming Network, President
2019 - Present - Local Food Pueblo, Member
2015 – Southern Colorado Equality Alliance, board member
2014 - Present - Team Lead with CSU-Extension All Pueblo Grows project
2014 - Present - Colorado Master Gardener, class of 2014
2014 – 2016 - Pueblo Marijuana Licensing Authority, Vice Chair
2014 – Present - Pueblo Community Health Center Consumer Advisory Committee
2010-2013 – San Diego HIV Consumer Health Advisory Council
2010-2011 - Being Alive, Peer Advocate

RECENT WORK EXPERIENCE:

12/2018 - 2020 - Mi Casa Transitional Services, Inc (Independent Living Skills Trainer)

Assist members of the CCT program to successfully maintain an independent living environment.

05/2017 - 10/2018 - NeighborWorks Southern Colorado (Energy Efficiency Program Coordinator)

I coordinated an Energy Efficiency Program, scheduling deliveries of light bulbs, hot water heater blankets, and digital thermostats and installing them in people's houses, schedule deliveries of supplies, and general maintenance of Office.

2016 - Convergys (DirecTV Help Desk)

Handled inbound sales, technical support, upgrades and assistance calls

12/2015 – 2/2015 – Innotrac (CSR ARRIS Technical Support Tier 1)

Handled inbound technical support calls, supporting ARRIS cable modem and wireless routers

11/10 – 11/11 —Being Alive San Diego (Peer Advocate)

Assist with state-sponsored ADAP program, client referrals to community resources. Knowledgeable in HIV/AIDS information and participate in required ongoing training.

9/01 - Present - Digital Paradise Consulting - San Diego, CA CONSULTANT--

I owned and maintained a private computer consulting firm with 10 - 20 customers in the San Diego area, and a few that I communicated with via email and/or IM client.

Resume for Deric Stowell

EDUCATION:

2014 – Colorado Master Gardener Program, Pueblo CO
2004 - Trend Micro Channel Partner Program
2002 - Professional Career Development Institute, -Visual Basic Programming
1999 -- Microsoft Certificate "Small Business Server 4.5 Fundamentals"
1998 -- Microsoft Certificate, MCSE (Windows Server)
1992 -- San Diego City College, California - Business Communications
1988 -- Boise State University, Idaho
1986 -- Nampa High School, Idaho - GED



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 12, 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 AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE REHABILITATION OF RUNWAY 8R/26L (PHASE 1 - DESIGN) AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING \$49,807 TO PROJECT NO. AP2205 – REHAB RUNWAY 8R-26L DESIGN AND CONSTRUCTION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve an amendment to the Agreement for Professional Engineering Services ("Professional Services Agreement") between the City of Pueblo and Dibble and Associates Consulting Engineers, Inc., and budget and appropriate \$49,807.00 to Project No. AP2205 for the Rehabilitation of Runway 8R/26L (Phase 1 - Design).

PREVIOUS COUNCIL ACTION:

Ordinance No. 10242 was approved by City Council on August 9, 2022, and accepted an FAA AIP grant, established Project No. AP2205, and awarded the Agreement for Professional Engineering Services ("Professional Services Agreement") to Dibble and Associates Consulting Engineers, Inc., for the Rehabilitation of Runway 8R/26L (Phase 1 - Design).

BACKGROUND:

During this engineering design phase, the FAA has requested additional engineering services to be performed for additional work to be done during construction. FAA funding will be provided for an Airfield Lighting Control and Monitoring System (ALCMS), additional Geotech services, and additional engineering surveying and site visits. The additional engineering costs will be added to the design phase in the amount of \$49,807.00. The additional engineering services will add these line items to the upcoming Phase - 2 Rehab of Runway 8R-26L construction project

FINANCIAL IMPLICATIONS:

Funds in the amount of \$49,807.00 will be transferred from the Passenger Facility Charges Fund to Project No. AP2205 – Rehab Runway 8R/26L Design and Construction. The FAA will reimburse 95% of these funds when the grant for the construction phase is awarded.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the amendment to the Agreement for Professional Engineering Services (“Professional Services Agreement”) will not be approved and the additional necessary improvements will not be completed.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Dibble and Associates Amendment No 1 to Agreement - Rehabilitate Runway 8R-26L and Taxiway A2 Removal

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMENDMENT TO THE PROFESSIONAL ENGINEERING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC., FOR THE REHABILITATION OF RUNWAY 8R/26L (PHASE 1 - DESIGN) AT THE PUEBLO MEMORIAL AIRPORT, BUDGETING AND APPROPRIATING \$49,807 TO PROJECT NO. AP2205 – REHAB RUNWAY 8R-26L DESIGN AND CONSTRUCTION, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the Federal Aviation Administration (“FAA”) has requested additional engineering services to be performed for work to be completed during the construction phase of Runway 8R-26L Rehab; and,

WHEREAS, the additional funds for this Amendment to the Agreement for Professional Engineering Services need to be budgeted and appropriated into Rehab Runway 8R-26L Design & Construction Project No. AP2205. NOW, THEREFORE,

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

SECTION 1.

The Amendment to the Agreement for Professional Engineering Services (“Amendment”), a copy of which is attached hereto and made part hereof by reference, by and between the City of Pueblo, a Municipal Corporation, and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, to provide additional engineering design services for the Rehabilitation of Runway 8R-26L (Phase 1 - Design) at Pueblo Memorial Airport, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Funds in the amount of \$49,807.00 shall be transferred from the Passenger Facility Charge Fund and budgeted and appropriated to Project No. AP2205 - Rehab Runway 8R-26L Design and Construction.

SECTION 3.

The Mayor is hereby authorized to execute the Amendment in the name and on behalf of the City of Pueblo, where the Mayor may execute the Amendment by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

**AMENDMENT NO. 1 TO THE
AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
DIBBLE AND ASSOCIATES CONSULTING ENGINEERS, INC.**

This Amendment No. 1 to the Agreement for Professional Engineering Services ("Amendment") is executed to be effective as of the ___26th___ day of December, 2022, by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation ("Owner") and Dibble and Associates Consulting Engineers, Inc., an Arizona Corporation, doing business as Dibble Engineering, a professional engineering firm (hereinafter "Engineer"). Owner and Engineer are sometimes referred to herein as a "Party" and collectively, as the "Parties." WITNESSETH THAT:

WHEREAS, Owner and Engineer entered into that certain Agreement for Professional Engineering Services dated the 8th day of August, 2022 (the "Agreement") for Project AP2205, Project Name: Rehabilitate Runway 8R-26L and Taxiway A2 Removal (Design Only); and

WHEREAS, Owner and Engineer desire to modify the Agreement pursuant to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner and Engineer hereby agree to the following:

AGREEMENT

1. The Agreement is amended by expanding the scope of work to include the following additional services:

- Airfield Lighting Control and Monitoring System (ALCMS)
- New Geotechnical Engineer and Additional Geotechnical Investigations
- Additional Evaluations, Site Visits, and Survey
- The work items with respect to such additional services are generally identified and set forth in Attachment A.

2. Attachment A to this Amendment No. 1 shall be added to the original scope of work, and Engineer shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement.

3. With respect to services provided under the Amendment No. 1, the fee schedule included in Attachment A to this Amendment No. 1 shall apply to compensation payable to Engineer. The aggregate compensation payable to the Engineer for performance of the additional services authorized by this Amendment No. 1 shall not exceed the maximum amount of \$49,807.00 as set forth in the Attachment A and notwithstanding whether the service is billed as Time and Material.

4. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Except as expressly modified by this Amendment No. 1, the Agreement shall remain in full force and effect. Except as modified by this Amendment No. 1, any obligations to be performed under the Agreement by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 1.

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

IN WITNESS WHEREOF, the Parties to this Amendment No. 1 have set forth their hand, to be effective as of the effective date.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

DIBBLE AND ASSOCIATES CONSULTING
ENGINEERS, INC.

By _____
Nicholas A. Gradisar, Mayor

By _____
Ryan Toner, Vice President

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Alexandria Romero, Director of Finance

APPROVED AS TO FORM:

Dan Kogovsek, City Attorney

Attachment: Attachment A – Engineering Services Proposal



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 12, 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 THE TRANSFER OF FUNDS FROM PUBLIC WORKS DEPARTMENT OPERATING FUNDS TO PROJECT NO. CIAN20 - CITY BUILDING REPAIRS IN THE AMOUNT OF \$300,000

SUMMARY:

This Ordinance approves the transfer of funds from Public Works operational funds in the amount of \$300,000.00 to project account no. CIAN20 - City Building Repairs.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Project No. CIAN20 - City Building Repairs is the project account which covers both planned and emergency building repairs. The City has incurred numerous facility repair projects in the fourth quarter which have exceeded the funding available in the City Building Repairs project account.

FINANCIAL IMPLICATIONS:

This Ordinance approves the transfer of \$300,000.00 from Public Works operating funds to the City Building Repairs capital project account (CIAN20).

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Public Works Department will not have adequate funding budgeted and appropriated to cover the cost of unplanned and emergency repair requirements that have occurred or that may arise before the end of the fiscal

year.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE APPROVING THE TRANSFER OF FUNDS
FROM PUBLIC WORKS DEPARTMENT OPERATING FUNDS TO
PROJECT NO. CIAN20 - CITY BUILDING REPAIRS IN THE
AMOUNT OF \$300,000

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

SECTION 1.

Funds in the amount of \$300,000.00 shall be transferred from account 10140103 51040
(Public Works Engineering - Wages/General Service) to account CIAN20 (City Building Repairs).

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT WITH COLORADO DEPARTMENT OF TRANSPORTATION AND CONTINUUM OF COLORADO FOR THE TRANSFER OF THREE PARATRANSIT BUSES TO BE USED IN PUBLIC TRANSIT OPERATIONS

SUMMARY:

The attached Ordinance approves the agreement between Colorado Department of Transportation and Continuum of Colorado for the transfer of three used buses, and to operate the buses through their remaining useful life per grant requirements.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Transit is accepting the transfer of three used buses from the Colorado Department of Transportation and Continuum of Colorado to replace units 24 and 26. These buses have exceeded their useful life and cannot be repaired at a reasonable cost.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance

ALTERNATIVES:

Should this Ordinance not pass, Pueblo Transit will risk not providing transportation

services to handicap or disabled individuals.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Draft CDOT - DP - Pueblo MOU (11-28-22) MDB edits

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT WITH COLORADO DEPARTMENT OF TRANSPORTATION AND CONTINUUM OF COLORADO FOR THE TRANSFER OF THREE PARATRANSIT BUSES TO BE USED IN PUBLIC TRANSIT OPERATIONS

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

SECTION 1.

The Agreement between the City of Pueblo, Colorado Department of Transportation and Continuum of Colorado, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk

**Memorandum of Understanding
Between the Colorado Department of Transportation, Developmental Pathways, Inc.,
and the City of Pueblo**

This Memorandum of Understanding (“MOU”), between the Colorado Department of Transportation (“CDOT”), DEVELOPMENTAL PATHWAYS, INCORPORATED (“Developmental Pathways”), and the City of Pueblo sets forth a shared understanding regarding disposition of three (3) transit vehicles and spare parts as set forth below. CDOT, Developmental Pathways, and the City of Pueblo may also hereinafter be referred to individually as “Party” or jointly as “Parties”.

Recitals:

1. By the authority provided in 49 U.S.C. Section 53 and related guidance provided in Federal Transit Administration Circular 5010.1E, Part III-4c, transit agencies may transfer property to other transit agencies.
2. Developmental Pathways wishes to dispose of three (3) transit vehicles and spare parts, with no express or implied warranties, and the City of Pueblo desires to receive three vehicles from Developmental Pathways.

NOW THEREFORE, in consideration of the mutual benefits to be derived, upon execution of this MOU, the Parties agree as follows:

1. The City of Pueblo will compensate Developmental Pathways \$0 per unit to transfer the vehicle(s) described below:

Unit #	VIN	Model Year	Manufacturer	Lienholder - Title #
240	1FDFE4FS2FDA19934	2015	SPC - Startrans	CDOT - 47G317971
241	1FDFE4FS6FDA19936	2015	SPC - Startrans	CDOT - 47G317966
255	1FDFE4FS3GDC50522	2016	SPC - Startrans	CDOT - 47G362821

2. Within thirty (30) days of execution of this MOU, the following steps set forth in section 3, 4 and 5 below will be completed to transfer ownership of the above-listed vehicle(s) to the City of Pueblo:
3. Developmental Pathways will:
 - a. Submit Disposition Concurrence Request and Disposition Authorizations to CDOT via COTRAMS, which CDOT will promptly review and approve;
 - b. Assemble and sign the vehicle title(s) in its possession or control and provide the title(s) to the City of Pueblo at the time of vehicle transfer;
 - c. Transfer the vehicle(s) to the City of Pueblo, as mutually agreed upon between Developmental Pathways and the City of Pueblo; provide the City of Pueblo with copies

of prior maintenance and repair records for the vehicle(s), in paper or electronic form. Once completed, the City of Pueblo will certify in writing to both Developmental Pathways and CDOT that the City of Pueblo has taken possession of the vehicle(s).

4. CDOT will:

- a. Gather the Division of Motor Vehicles (“DMV”) vehicle title(s) in its possession, process the Lien Records Release, sign all such title(s) over to Developmental Pathways, and provide the title(s) to Developmental Pathways;
- b. As vehicle title(s) is received from the DMV by CDOT, CDOT will create Capital Inventory records in COTRAMS and enter the title information, as well as other basic vehicle information, and notify the City of Pueblo that the records have been created; and
- c. Keep the vehicle titles it receives from the DMV until such time as the vehicle(s) is disposed of by the City of Pueblo.

5. City of Pueblo will:

- a. Update the title records with the DMV;
- b. Take the title(s) to the DMV, register the vehicle(s) under City of Pueblo ownership, and pay any and all fees associated with the transfer of title(s) and registration;
- c. For a vehicle(s) where CDOT is the current lienholder, the City of Pueblo will also have CDOT listed as the first lienholder on the updated title;
- d. Timely enter other relevant information in the COTRAMS Capital Inventory records, including current mileage information;
- e. Within forty-five (45) days of taking possession of the above-listed vehicle(s) from Developmental Pathways, the City of Pueblo shall ensure that the vehicle(s) is identified as City of Pueblo operating vehicle(s), using standard the City of Pueblo vehicle decals, logos, numbering, or other standard agency vehicle identification signage;
- f. The City of Pueblo agrees to continue to comply with federal and/or state requirements and ensure that all of the above-listed vehicles that have a federal interest and/or state interest remaining are used for the purpose of the original grants, and specifically for the transportation of the public.

6. Term This MOU shall terminate upon the Parties’ completion of all items identified in section 3, 4 and 5 above.

7. Contacts

For CDOT:

Amber Blake
Colorado Department of Transportation
Director, Division of Transit and Rail

2829 West Howard Place
Denver, CO 80204

For Developmental Pathways:

Matt VanAuken
Executive Director, CEO
DEVELOPMENTAL PATHWAYS,
INCORPORATED
14280 E. Jewell Ave., Suite A
Aurora, CO 80012

303-757-9008
amber.blake@state.co.us

303-360-6600
m.vanauken@dpcoloro.org

For the City of Pueblo:

Benjamin R. Valdez
Director Pueblo Transit
350 Alan Hamel Ave
Pueblo, CO 81003
bvaldez@pueblo.us
Ph:719-553-2706 | Fax: 719-553-2724

8. No Third-Party Beneficiary

It is expressly understood and agreed that the enforcement of the terms and conditions of this MOU, and all rights of action relating to such enforcement, shall be strictly reserved to the Parties hereto, and nothing contained in this MOU shall give or allow any such claim of right of action by any other or third person or entity on such MOU. It is the express intent of the Parties hereto that any person or entity, other than the Parties to this MOU, receiving services or benefits under this MOU shall be deemed incidental beneficiaries only.

9. Modifications

Except as otherwise provided in this MOU, any modification to this MOU shall only be effective if agreed to in a formal amendment to this MOU, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Contract, other than contract amendments, shall conform to the policies issued by the Colorado State Controller.

10. Applicable Law

The laws of the State of Colorado and rules and regulations issued pursuant thereto shall be applied in the interpretation, execution and enforcement of this MOU, and any legal action concerning the provisions hereof shall be brought in the City and County of Denver, State of Colorado. Any provision of this MOU, whether or not incorporated herein by reference, which provides for arbitration by any extra-judicial body or person or which is otherwise in conflict with said laws, rules and regulation shall be considered null and void. Nothing contained in any provision incorporated herein by reference which purports to negate this or any other special provision in whole or in part shall be valid or enforceable or available in any action at law whether by way of compliant, defense or otherwise. Any provision rendered null and void by operation of this provision will not invalidate the remainder of the MOU to the extent that this MOU is capable of execution.

11. Signature Authority

Each Party represents and warrants that it has taken all actions that are necessary or that are required by its respective procedures and applicable law to legally authorize the undersigned signatory for that Party to execute this MOU on behalf of the Party and to bind the Party to its terms.

Each person signing this MOU represents and warrants that the signer is duly authorized to execute this MOU and to bind the Party authorizing such signature.

_____ nAuken, Executive Director, CEO _____	By: Nicholas Gradisar, Mayor Date: _____
	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director By: Stephen Harelson, P.E., Chief Engineer (For) Shoshana M. Lew, Executive Director Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Bryan Gallagher, Director of Housing and Citizen Services

SUBJECT: AN ORDINANCE AUTHORIZING AMENDMENT NO. 18 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO

SUMMARY:

Attached is Amendment No. 18 to the Intergovernmental Agreement between the City and the County of Pueblo, which provides for the administration of the Community Services Advisory Commission (CSAC). This Amendment extends the Agreement until December 31, 2023.

PREVIOUS COUNCIL ACTION:

The City Council has approved the extension of the Agreement every year since 2003.

BACKGROUND:

Prior to 2003, the City and County of Pueblo had separate processes by which they allowed local non-profits to apply for general revenue funds. In 2003, the City and County entered into an agreement that streamlined that process and created the Community Services Advisory Commission. Under the Agreement, Pueblo County administers the funding process. The Agreement is for one year, and it has been renewed each year since 2003.

FINANCIAL IMPLICATIONS:

During the City's budget process, the City Council determines the amount of funding that it will appropriate for the Community Services Advisory Committee. There is no set amount stated in the Agreement. In 2013, the City and County amended the Agreement to allow for a 5% administrative fee to be charged, as opposed to a yearly negotiated amount. In 2023, the City will contribute \$490,000 and the County contribution will be \$465,500. The CSAC Agreement allows the County a 5% (\$47,775) administrative fee to administer CSAC.

BOARD/COMMISSION RECOMMENDATION:

There are no boards or commissions associated with this action.

STAKEHOLDER PROCESS:

There are no required or recommended stakeholder processes attached to this action.

ALTERNATIVES:

The City or the County could choose to return to the processes in place prior to 2003, and each entity would undertake its own funding process.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CSAC Amendment 18

ORDINANCE NO.

AN ORDINANCE AUTHORIZING AMENDMENT NO. 18 TO THE AGREEMENT FOR COMMUNITY SERVICES PLANNING, ADMINISTRATION, AND ACCOUNTABILITY SERVICES BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE BOARD OF COUNTY COMMISSIONERS OF THE COUNTY OF PUEBLO

WHEREAS, City and County have heretofore entered into the Agreement for Community Services Planning, Administration and Accountability Services dated July 14, 2003, (hereinafter "the Agreement") wherein the parties set forth their agreement concerning cooperation in the funding, contracting, and compliance monitoring of non-profit community service organizations; and

WHEREAS, the parties desire to continue the cooperative arrangement for another calendar year and it is therefore necessary and desirable that the Agreement be amended to extend its term for an additional calendar year; NOW, THEREFORE,

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

SECTION 1.

Amendment No. 18 to Agreement for Community Services Planning, Administration, and Accountability dated December 12, 2022 between the City of Pueblo, a Municipal Corporation, and the Board of County Commissioners of the County of Pueblo ("Amendment "), for community services planning, administration, and accountability services, a copy of which is attached and incorporated herein, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

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 _____.

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. 18 TO
AGREEMENT FOR COMMUNITY SERVICES PLANNING,
ADMINISTRATION, AND ACCOUNTABILITY SERVICES

THIS AMENDMENT NO. 18 to Agreement for Community Services Planning, Administration, and Accountability Services is made and entered into this _____ day of December 2022, by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City"), and the Board of County Commissioners of the County of Pueblo (hereinafter referred to as "County").

WHEREAS, City and County have heretofore entered into the Agreement for Community Services Planning, Administration, and Accountability Services dated July 14, 2003 (hereinafter the "Agreement"), and prior Amendment No's. 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, and 17 thereto, wherein the parties set forth their agreement concerning cooperation in the funding, contracting, and compliance monitoring of non-profit community service organizations; and

WHEREAS, the parties desire to continue the cooperative arrangement for another calendar year and it is therefore necessary and desirable that the Agreement be amended to extend its term for an additional calendar year.

NOW, THEREFORE, in consideration of the foregoing and the mutual terms and conditions set forth herein, the parties agree as follows:

1. The Agreement is amended by revising section 8 (Term of Agreement) thereof to extend the expiration of the term of the Agreement to December 31, 2023, unless sooner terminated as provided in the Agreement.
2. Except as expressly modified by this Amendment No. 18, the Agreement, including all prior Amendments, shall remain in full force and effect. Any obligations remaining to be performed under the original Agreement and prior Amendments by either party, including but not limited to those relating to the services to be performed by County, or the compensation payable therefore, are not waived or excused in any manner, but shall be fully performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 18.

IN WITNESS WHEREOF, City and County have executed this Amendment No. 18 to Agreement for Community Services Planning, Administration, and Accountability Services as of the date first above written.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

ATTEST:

City Clerk

By _____
Nicholas A. Gradisar, Mayor

APPROVED AS TO FORM

BALANCE OF APPROPRIATION EXISTS
FOR THIS CONTRACT AND FUNDS ARE
AVAILABLE

City Attorney

By _____
Director of Finance

ATTEST:

COUNTY OF PUEBLO

County Clerk

By _____
Chair, Board of County Commissioners

[S E A L]



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 12, 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 PROVIDING FOR THE CITY OF PUEBLO DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR THE FISCAL YEAR 2023

SUMMARY:

This Ordinance reflects the authorized departmental staffing for Fiscal Year 2023.

PREVIOUS COUNCIL ACTION:

On December 27, 2021, Ordinance No. 10085 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2022.

BACKGROUND:

This Ordinance reflects the authorized departmental staffing total of 837 for 2023.

The staffing ordinance reflects the following new FTEs added to the 2023 budget that were not previously authorized in staffing.

New Positions

Classification	Department
1 Internal Auditor	Mayor's Office
2 Airport Maint/Ops Worker /Airport Maint/Ops Specialist	Airport
3 Marketing and Recruitment Specialist	Civil Service
4 Sr Tax Auditor	Finance
5 Firefighter	Fire
6 Firefighter	Fire
7 Firefighter	Fire
8 Firefighter	Fire
9 Firefighter	Fire
10 Firefighter	Fire
11 Media Systems Specialist	Info Technology

12	Assistant City Attorney I	Law
13	Program Coordinator - Sports	Parks
14	Code Enforcement Officer	Police
15	Police Payroll Technician	Police
16	Community Service Officer	Police
17	Community Service Officer	Police
18	WW Maintenance Supervisor	Wastewater
19	Pretreatment Compliance Specialist	Wastewater

Three vacant, full-time positions were abolished in the 2023 budget and are reflected in this ordinance.

Abolished Positions

	Classification	Department
1	Planner	Planning
2	Lab Analyst	Wastewater
3	WW Electrical Specialist	Wastewater

Funding was restored to the following existing vacancies in the 2023 budget. These changes do not represent additional positions.

Restored Funding

	Classification	Department
1	Code Enforcement Officer	Police
2	Office Assistant	Police
3	Inspector/Construction	Public Works

There were also several changes to better reflect the level of responsibilities and duties being performed through retitling, reclassifying, or converting positions. Changes will become effective January 1, 2023, if this ordinance is passed. These represent changes in classification or title only, and are not new additional positions or staff.

Title Changes

	From	To	Department
1	Inspector/Streets	Inspector/Construction	Public Works
2	Inspector/Streets	Inspector/Construction	Public Works

Downgrades

	From	To	Department
1	Survey Party Chief LS	Survey	Public Works

Reclassifications

	From	To	Department
1	Sr Office Assistant	Administrative Technician	Public Works
2	Aviation Ops Tech	Aviation Security/Contracts Coord	Airport
3	Court Technician	Court Technician II	Municipal Court

The following positions are included in the authorized staffing numbers for 2023, but do not have funding associated with them.

<u>Vacant / Unfunded</u>		
	Classification	Department
1	Deputy Mayor	Mayor's Office
2	Asst Director/Info Technology	Information Technology
3	Parking Enforcer	Parking
4	Parks Manager	Parks
5	Utility Worker/Park Caretaker I	Parks
6	Ice Arena Manager	Parks
7	Director of Planning	Planning
8	Office Assistant	Police
9	Office Assistant	Police
10	Police Deputy Chief	Police
11	Equipment Operator II	Public Works
12	Equipment Operator II	Public Works
13	Equipment Operator I	Public Works
14	Equipment Operator I	Public Works
15	Equipment Operator I	Public Works
16	Equipment Operator I	Public Works
17	Sr. Traffic Signal Technician	Public Works
18	Sr. Traffic Signal Technician	Public Works
19	Director of Stormwater	Stormwater

FINANCIAL IMPLICATIONS:

The costs associated with the staffing levels included in this Ordinance have been authorized and approved in the 2023 Budget as approved by ordinance on November 28, 2022.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

There are no alternatives to this Ordinance. If this Staffing Ordinance does not receive approval by City Council, there will not be an accurate staffing count available to City Administration and Department Heads.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE PROVIDING FOR THE CITY OF PUEBLO
DEPARTMENTAL AUTHORIZED PERSONNEL POSITIONS FOR
THE FISCAL YEAR 2023

WHEREAS, the Mayor has determined that the following staffing plan for the City Departments best meets the needs of the City; and

WHEREAS, the City Financial Plan (Budget) authorizes the positions as included in the staffing plan; NOW, THEREFORE,

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

SECTION 1.

The following positions shall be authorized for FY 2023:

City Council

City Council President	1
City Council Member	6
Total	7

Mayor's Office

Mayor	1
Chief of Staff	1
Deputy Mayor	1
Director/Just Transitions Program	1
Director/Public Affairs	1
Grant & Resource Development Administrator	1
Internal Auditor	1
Secretary to the Mayor	1
Administrative Assistant	1
Food Project Coordinator	1
Total	10

City Clerk

City Clerk	1
Deputy City Clerk	1
Licensing Coordinator	2
Municipal Records & Technical Coordinator	2*
Senior Office Assistant	1
Total	7

** Temporarily added additional FTE for training purposes as approved by ordinance by Pueblo City Council November 28, 2022. Additional position will be abolished in May 2023.*

Civil Service

Civil Service Administrator	1
Civil Service Commissioner	3
Marketing and Recruiting Specialist	1
Civil Service Analyst	1
Total	6

Finance

Director of Finance	1
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Accountant II	4
Accountant I	2
Accounting Manager	1
Assistant Accounting Manager	1
Budget Analyst	1
Grants Analyst	1
Tax Audit Manager	1
Senior Tax Auditor	1
Tax Auditor II	2
Tax Auditor I	3
Tax Compliance Technician	2
Administration Technician	1
Accounting Technician IV	2
Accounting Technician III	2
Accounting Technician II	2
Payroll Coordinator	1
Total	28

Fire

Fire Chief	1
Deputy Fire Chief	2
Assistant Fire Chief	3
Fire Captain	33
Emergency Medical Officer	31
Fire Engineer	36
Fire Inspector	3
Firefighter	44
Community Risk Reduction Coordinator	1
Administrative Technician	1
Senior Office Assistant	1
Total	156

Fleet Maintenance

Fleet Superintendent	2*
Shops Supervisor	1
Auto Mechanic	6
Parts Clerk	2
Senior Office Assistant	1
Total	12

* Temporarily added additional FTE for training purposes as approved by ordinance by Pueblo City Council on November 28, 2022. Additional position will be abolished in March 2023.

Housing and Citizen Services

Director of Housing and Citizen Services	1
Housing/Community Development Coordinator II	1
Community Development Specialist	1
Program Coordinator – Housing	1
Administrative Technician	1
Total	5

Human Resources

Director of Human Resources	1
Assistant Director/Human Resources	1
HR Analyst I	2
HR Analyst II	1
Senior HR Analyst	1

Office Assistant/HR Records Technician	1
	7

Total

Information Technology

Director of Information Technology	1
Assistant Director of Information Technology	1
Media Systems Administrator	1
Media Systems Specialist	1
Senior GIS Administrator	1
Senior Network Administrator	1
Senior Security Administrator	1
Senior System Administrator	1
System Administrator	1
GIS Specialist I	1
Senior PC Network Technician	1
Business Systems Analyst	2
PC Network Technician	2
Communications Supervisor	1
Radio Technician / Radio Technician II	3
Total	19

Law Department

City Attorney	1
Deputy City Attorney	1
Assistant City Attorney I	3
Assistant City Attorney II	1
Assistant City Attorney III	1
Legal Assistant	1
Legal Support Assistant	1
Total	9

Memorial Airport

Director of Aviation	1
Airport Operations/Maintenance Supervisor	1
Senior Airport Operations/Maintenance Specialist	2
Airport Operations/Maintenance Worker/Airport8 Operations/Maintenance Specialist	
Administrative Technician	1
Aviation Security/Contracts Coordinator	1
Total	14

Municipal Court

Municipal Court Judge	1
Court Administrator	1
Court Marshal	1
Office Assistant/Court Technician	5
Court Technician II	1
Lead Court Technician	2
Community Service Coordinator	1
Community Service Specialist	1
Probation Case Manager	1
Total	14

Parking

Parking Enforcer	2
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Total **2**

Parks and Recreation

Director of Parks	1
Assistant Director of Parks and Recreation	1
Parks Manager	1
Parks Supervisor	1
Ice Arena Manager	1
Parks Maintenance Mechanic	4
Recreation Supervisor	1
Gardener	1
Parks Senior Mechanic / Welder	1
Park Caretaker II	2
Park Caretaker II-Playground Inspector	1
Park Caretaker II - Irrigation	5
Parks Area Crew Leader	2
Park Ranger	1
Program Coordinator – Aquatics	1
Program Coordinator – Forestry	1
Program Coordinator – Horticulture	1
Program Coordinator – Marketing	1
Program Coordinator - Ice Arena	1
Program Coordinator – Park Ranger	1
Program Coordinator – Sports	1
Trash Removal Coordinator	1
Administrative Technician	1
Utility Worker / Park Caretaker I	11
Equipment Operator IV	1
Office Assistant/Parks & Rec Tech	1
Senior Office Assistant	1
Total	46

Planning & Community Development

Director of Planning & Community Development	1
Assistant Mayor/Community Investment	1
Principal Planner	1
Senior Planner	3
Planner	3
Land Use Technician	2
Transportation Planning Technician	1
MPO Manager	1
Administrative Technician	1
Office Assistant	1
Total	15

Police

Police Chief	1
Police Deputy Chief	3
Police Captain	8
Dispatch Manager	1
Dispatch Training Coordinator	1
Police Records Manager	1
Police Sergeant	25
Police Corporal	55
Police Patrol Officer	115
Community Service Officer	6

Code Enforcement Officer	9
Emergency Services Dispatcher Supervisor	3
Emergency Services Dispatcher	24
Crime Analyst	1
Administrative Technician	2
Police Payroll Technician	2
Senior Office Assistant	8
Social Media Specialist	1
Office Assistant/Investigations Technician	1
Office Assistant/ Police Records Technician	11
Office Assistant/Police Services Technician	1
Office Assistant/Property & Evidence Technician	3
Building Custodian	1
Code Enforcement Manager	1
Total	284

Police-Safety Tax

Police Sergeant	4
Police Patrol Officer	20
Total	24

Public Works - Engineering

Director of Public Works	1
Deputy Director Public Works	1
Engineering Manager	1
Civil Engineer/Construction	1
Civil Engineer/Public Works	1
Associate Engineer II	2
Associate Field Engineer	3
Associate Engineer I	3
Public Works Asset Coordinator	1
Public Works Projects Coordinator	1
Survey Party Chief	1
Surveyor	1
Senior Planner	1
Construction Inspector	4
Administrative Technician	2
Total	24

Public Works - Public Buildings

Facilities Maintenance Superintendent	1
Carpenter	2
Electrician	1
Plumber	1
HVAC Technician	2
Senior Facilities Maintenance Technician	1
Painter	2
Total	10

Public Works - Solid Waste

Solid Waste Coordinator	1
Utility Worker/Equipment Operator I	1
Total	2

Public Works - Street Cleaning

Sweeper Operator	4
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Equipment Operator II	2
Total	6

Public Works - Streets Division

Street Maintenance Supervisor	1
Area Crew Leader	2
Equipment Operator IV	6
Equipment Operator II	3
Utility Worker / Equipment Operator I	11
Streets Maintenance Mechanic	1
Total	24

Public Works - Traffic Control

Traffic Control Supervisor	1
Senior Traffic Signal Technician	2
Traffic Signal Technician	3
Traffic Signs & Marking Specialist	2
Traffic Control Utility Worker III	1
Traffic Control Utility Worker II	2
Total	11

Public Works - Transportation

Traffic Engineer	1
Civil Engineer/Transportation	1
Traffic Engineer Analyst	1
Administrative Technician	1
Total	4

Purchasing

Director of Purchasing	1
Purchasing/Contracts Administrator	1
Purchasing/Contracts Coordinator	1
Purchasing Specialist	1
Total	4

Stormwater

Director of Stormwater	1
Stormwater Engineering Manager	1
Stormwater Coordinator	1
Stormwater Utility Maintenance Supervisor	1
MS4 Permit Coordinator	1
Civil Engineer/ Drainage	2
Associate Engineer II Stormwater	1
Associate Engineer I Stormwater	2
Permit Compliance Specialist - SW	1
Inspector/Stormwater	1
Stormwater Crew Leader	1
Equipment Operator IV	3
Equipment Operator II	4
Utility Worker/Equipment Operator I	4
Administrative Technician	1
Total	25

Wastewater Administration

Director of Wastewater	1
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Regulatory Compliance Specialist	1
Accountant II	1
Senior Office Assistant	1
Total	4

Wastewater-Collection

WW Collection Supervisor	1
WW Utility Worker/WW Utility Worker I/ WW Utility Worker II/WW Utility Worker III/ WW Utility Worker IV	16
Total	17

Wastewater-Engineering

Associate Engineer II WW	2
WW Data Technician II	1
WW Data Technician	1
WW Engineering Manager	1
Associate Field Engineer	1
Inspector/WW	2
Total	8

Wastewater-Treatment Plant

Assistant WWTP Superintendent	1
Administrative Technician	1
Lab Analyst II	1
Lab Analyst III	2
Pretreatment Compliance Technician	1
Laboratory Pretreatment Specialist	2
Pretreatment Manager	1
Permit Compliance Specialist - WW	1
Senior WWTP Maintenance Mechanic	2
WRF Worker/WRF Worker I/WRF Worker II/WW Operator B	7
Wastewater Operator A	5
WW Instrument & Controls Specialist	1
WW Maintenance Coordinator	1
WW Maintenance Supervisor	1
WW SCADA Coordinator	1
WWTP Inventory Control Specialist	1
WWTP Lab Supervisor	1
WWTP Maintenance Mechanic	2
WWTP Superintendent	1
Total	33

GRAND TOTAL 837

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 2023 Budget with respect to the number and allocation of positions within Departments and shall become effective January 1, 2023.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 12, 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 SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5, OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2023

SUMMARY:

This Ordinance amends the current classification and pay plan to reflect 2023 wages for General Service, Fire, Police, Management, Appointed and unclassified part-time employees to include the increase in the minimum wage for unclassified part-time employees due to the State minimum wage increase, effective January 1, 2023.

PREVIOUS COUNCIL ACTION:

On December 27, 2021, Ordinance No. 10092 was approved by City Council. This Ordinance provided the classification and pay plan for fiscal year 2022.

BACKGROUND:

Section 8-8 of the City Charter titled Pay Schedule requires that the Personnel (Human Resources) Director provide a uniformed schedule of pay for the classified service, approved by the Mayor, and submitted to City Council. The 2023 wages have been determined by Collective Bargaining Agreements between the City of Pueblo and the Pueblo Association of Government Employees (General Service), International Association of Firefighters Local #3 (Fire) and International Brotherhood of Police Officers #537 (Police) and are reflected within the Pay Schedule.

The following wage increases will take effect January 1, 2023, by employee group, if this ordinance is approved:

Fire – International Association of Firefighter Local #3 – 8.5% increase for all steps of all ranks. Step increases within the range based on seniority will occur in 2023 as scheduled.

Police - International Brotherhood of Police Officers #537 (Police) – 7% increase for all steps of all ranks. Step increases within the range based on seniority will occur in 2023 as scheduled.

General Service – Pueblo Association of Government Employees – 6.5% increase for all steps of all classifications with the exception of specific classifications negotiated separately. Step increases within the range based on seniority will occur in 2023 as scheduled.

Management and Appointed - 7 % increase for all merit steps and ranges, in general, for management and appointed positions. Any additional merit increases determined by Mayor.

Unclassified Temporary and Seasonal Staff - Section 6-5-18 sets forth the rate of pay of unclassified part-time employees of the City and is updated to reflect the change in pay rate for 2023. The City of Pueblo follows Federal minimum wage guidelines and/or the State of Colorado minimum wage, whichever is greater. The Colorado Minimum Wage is scheduled to increase from \$12.56 per hour to \$13.65 per hour effective January 1, 2023.

FINANCIAL IMPLICATIONS:

The salary schedules and related wage increases in this Ordinance were considered in the 2023 Budget and were approved by City Council on November 28, 2022.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

There are no alternatives to this Ordinance. Section 8-8 of the City Charter requires that the Personnel (Human Resources) Director provide a uniformed schedule of pay approved by the Mayor and City Council and must comply with applicable minimum wage laws. The uniformed schedule of pay must be posted for all current and future City employees to view and is a public record.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FINAL SALARY ORDINANCE 2023

**AN ORDINANCE AMENDING SECTIONS 6-5-16 AND 6-5-18 OF CHAPTER 5,
OF TITLE VI OF THE PUEBLO MUNICIPAL CODE RELATING TO THE
CLASSIFICATION AND PAY PLAN FOR FISCAL YEAR 2023**

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 of Chapter 5, of Title VI, of the Pueblo Municipal Code is hereby repealed in its entirety and re-enacted as follows:

6-5-16. Schedule, classification, work week and monthly salary.

The following shall constitute:

- A. The classification and pay range for all bargaining unit employees of the City effective January 1, 2023;
- B. The classification and pay range for all non-bargaining unit employees of the City effective January 1, 2023;
- C. The pay range for all unclassified employees of the City effective January 1, 2023.

**[CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE - GENERAL SERVICE (NON-EXEMPT)
2022**

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE										
Accountant I	5361.08	5493.01	5754.22	6018.02	6147.31	6215.25	6296.20	6378.48	6459.45	6659.70
Accounting Technician II	2993.70	3053.59	3206.69	3389.11	3446.36	3483.63	3528.90	3575.51	3620.78	3746.30
Accounting Technician III	3077.71	3153.62	3304.14	3457.37	3530.64	3634.22	3718.40	3816.87	3915.31	4045.52
Accounting Technician IV	3409.86	3496.06	3664.54	3838.25	3921.84	4032.18	4085.43	4141.35	4197.25	4369.24
Administrative Technician	3366.78	3449.35	3618.57	3786.42	3871.66	3980.51	4033.50	4086.48	4140.79	4445.93
Airport Ops/Maintenance Specialist	3697.21	3795.10	3895.95	3999.80	4106.79	4216.97	4330.46	4447.36	4567.76	4723.53
Airport Ops/Maintenance Worker	3122.56	3203.21	3282.58	3442.67	3598.71	3678.07	3718.41	3766.88	3817.96	3898.14
Area Crew Leader	4206.56	4314.95	4533.05	4752.46	4859.56	4914.43	4983.62	5050.26	5118.17	5287.02
Associate Engineer I	3992.37	4095.53	4299.27	4505.63	4607.51	4659.75	4723.75	4787.73	4851.74	5011.43
Associate Engineer II	4326.71	4436.42	4661.07	4887.00	4998.02	5127.06	5200.05	5270.37	5344.71	5515.26
Associate Engineer II - SW	4326.71	4436.42	4661.07	4887.00	4998.02	5127.06	5200.05	5270.37	5344.71	5515.26
Associate Engineer II - WW	4326.71	4436.42	4661.07	4887.00	4998.02	5127.06	5200.05	5270.37	5344.71	5515.26
Associate Field Engineer	4273.17	4384.16	4604.89	4826.93	4939.23	4992.79	5063.32	5132.50	5200.46	5373.15
Auto Mechanic	3825.18	3925.77	4121.66	4314.95	4414.21	4462.52	4523.91	4585.30	4645.39	4800.77
Aviation Operations Technician	3310.62	3391.57	3557.46	3722.02	3805.61	3912.32	3964.27	4016.21	4069.44	4369.24
Building Custodian	2417.13	2496.59	2576.07	2655.58	2735.06	2814.55	2894.04	2973.50	3052.98	3174.80
Business Systems Analyst	4347.74	4509.49	4671.19	4832.89	4994.61	5156.33	5318.06	5479.78	5641.49	5834.96
Carpenter	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5162.50
Civil Service Analyst	3992.37	4095.53	4299.27	4505.63	4607.51	4659.75	4723.75	4787.73	4851.74	5011.43
Civil Service Technician	2993.70	3053.59	3206.69	3389.11	3446.36	3483.63	3528.90	3575.51	3620.78	3746.30
Code Enforcement Officer	3421.62	3509.14	3678.91	3852.60	3938.81	3981.91	4035.45	4089.00	4142.54	4280.07

Community Risk Reduction Coordinator	3771.63	3868.74	4060.30	4254.88	4350.38	4397.28	4459.91	4517.64	4580.07	4730.76
Community Service Coordinator	3825.19	3925.77	4121.66	4314.95	4414.21	4462.52	4523.91	4585.30	4645.39	4800.77
Community Service Officer	3771.63	3868.74	4060.30	4254.88	4350.38	4397.28	4459.91	4517.64	4580.07	4730.76
Community Service Specialist	3077.71	3153.62	3304.14	3457.37	3530.64	3634.22	3718.40	3816.87	3915.31	4045.52
Construction Inspector	3992.37	4095.53	4299.27	4505.63	4607.51	4659.75	4723.75	4787.73	4851.74	5011.43
Court Marshal	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5141.33
Court Technician	3035.71	3098.32	3255.42	3442.07	3512.84	3557.87	3623.65	3685.61	3757.47	3885.32
Dispatch Training Coordinator	3868.16	3992.82	4117.47	4242.16	4366.84	4491.50	4616.19	4740.87	4865.52	5021.95
Electrician	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5162.50
Emergency Services Dispatch Supervisor	4491.25	4633.36	4775.46	4917.54	5059.64	5201.74	5343.84	5485.92	5628.03	5801.87
Emergency Services Dispatcher	3550.70	3675.35	3800.01	3924.70	4049.38	4174.04	4298.72	4423.40	4548.06	4704.48
Equipment Operator I	3122.56	3199.60	3355.04	3506.53	3583.59	3622.75	3669.80	3719.40	3766.41	3894.49
Equipment Operator II	3291.03	3372.01	3536.55	3701.12	3783.41	3822.58	3873.52	3925.77	3977.99	4113.11
Equipment Operator IV	3761.11	3855.68	4047.51	4239.36	4335.25	4383.21	4440.50	4503.09	4561.73	4713.08
Fire Support Technician	2993.70	3053.59	3206.69	3389.11	3446.36	3483.63	3528.90	3575.51	3620.78	3746.30
Gardener	3455.57	3543.08	3715.49	3890.48	3977.99	4036.85	4091.98	4147.12	4200.91	4340.84
GIS Specialist I	4273.17	4384.16	4604.89	4826.93	4939.23	4992.79	5063.32	5132.50	5200.46	5373.15
Housing/Comm. Dev. Coordinator II	4284.25	4395.28	4616.00	4838.00	4950.32	5001.27	5074.39	5144.92	5211.55	5385.36
HR Records Technician	2993.70	3053.59	3206.69	3389.11	3446.36	3483.63	3528.90	3575.51	3620.78	3746.30
HVAC Technician	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5162.50
Inspector/Stormwater	3992.37	4095.53	4299.27	4505.63	4607.51	4659.75	4723.75	4787.73	4851.74	5011.43
Inspector/Streets	3992.37	4095.53	4299.27	4505.63	4607.51	4659.75	4723.75	4787.73	4851.74	5011.43
Inspector /WW	3992.37	4095.53	4299.27	4505.63	4607.51	4659.75	4723.75	4787.73	4851.74	5011.43
Lab Analyst	4206.56	4314.95	4533.05	4752.46	4859.56	4914.43	4983.62	5050.26	5118.17	5287.02
Lab Analyst II	4461.22	4577.46	4808.64	5043.73	5159.95	5218.70	5289.26	5363.71	5436.85	5614.28
Lab Analyst III	4956.21	5088.36	5350.65	5613.16	5742.68	5810.36	5891.35	5973.61	6054.57	6248.94
Lab Pretreatment Specialist	4206.56	4314.95	4533.05	4752.46	4859.56	4914.43	4983.62	5050.26	5118.17	5287.02
Land Use Technician	3825.19	3925.77	4121.66	4314.95	4414.21	4462.52	4523.90	4585.30	4645.39	4800.77
Law Department Technician	2993.70	3053.59	3206.69	3389.11	3446.36	3483.63	3528.90	3575.51	3620.78	3746.30
Lead Code Enforcement Officer	3771.63	3868.74	4060.30	4254.88	4350.38	4397.28	4459.91	4517.64	4580.07	4730.76
Lead Court Technician	3366.78	3449.35	3618.57	3786.42	3871.66	3980.51	4033.50	4086.48	4140.79	4445.93
Legal Support Assistant	3366.78	3449.35	3618.57	3786.42	3871.66	3980.51	4033.50	4086.48	4140.79	4445.93
Licensing Coordinator	3825.19	3925.77	4121.66	4314.95	4414.21	4462.52	4523.90	4585.30	4645.39	4800.77
Media Systems Administrator	4347.74	4509.49	4671.19	4832.89	4994.61	5156.33	5318.06	5479.78	5641.49	5834.96
Municipal Records Tech/Coordinator	4273.17	4384.16	4604.89	4826.93	4939.23	4992.79	5063.32	5132.50	5200.46	5373.15
Office Assistant	2781.99	2847.24	2981.69	3117.50	3182.73	3217.36	3259.96	3299.91	3342.50	3457.28
Painter	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5162.50
Parks Area Crew Leader	4206.56	4314.95	4533.05	4752.46	4859.56	4914.43	4983.62	5050.26	5118.17	5287.02
Park Caretaker I	3122.56	3199.60	3355.04	3506.53	3583.59	3622.75	3669.80	3719.40	3766.41	3894.49
Park Caretaker II	3291.03	3372.01	3536.55	3701.12	3783.41	3822.58	3873.52	3925.77	3977.99	4113.11
Park Caretaker II - Irrigation	3455.57	3543.08	3715.81	3890.48	3977.99	4036.85	4091.98	4147.10	4200.91	4340.84
Park Caretaker II - Playground	3455.57	3543.08	3715.81	3890.48	3977.99	4036.85	4091.98	4147.10	4200.91	4340.84
Park Ranger	3421.62	3509.14	3678.91	3852.60	3938.81	3981.91	4035.45	4089.00	4142.54	4280.07
Parking Enforcer	3027.21	3101.63	3249.22	3399.44	3471.27	3514.35	3556.16	3601.87	3647.60	3773.93
Parks & Rec Technician	2993.70	3053.59	3206.69	3389.11	3446.36	3483.63	3528.90	3575.51	3620.78	3746.30
Parks Maintenance Mechanic	3697.21	3789.94	3977.99	4166.09	4260.09	4307.13	4363.31	4424.65	4482.13	4631.15
Parks Senior Mechanic/Welder	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5162.50
Parts Clerk	3027.21	3101.63	3249.22	3399.44	3471.27	3514.35	3556.16	3609.45	3692.57	3807.46
Pavement Management Technician	4206.56	4314.95	4533.05	4752.46	4859.56	4914.43	4983.62	5050.26	5118.17	5287.02
Payroll Coordinator	3992.37	4095.53	4299.27	4505.63	4607.51	4659.75	4723.75	4787.73	4851.74	5011.43

Payroll Coordinator	3992.37	4095.53	4299.27	4505.63	4607.51	4659.75	4723.75	4787.73	4851.74	5011.43
PC Network Technician	3619.32	3732.56	3845.78	3959.02	4072.25	4185.49	4298.70	4411.96	4525.20	4670.17
PD Investigations Technician	3035.71	3098.32	3255.42	3442.07	3512.84	3557.87	3623.65	3685.61	3757.47	3885.32
PD Records Technician	3035.71	3098.32	3255.42	3442.07	3512.84	3557.87	3623.65	3685.61	3757.47	3885.32
Permit Compliance Specialist - SW	4956.21	5088.36	5350.64	5613.16	5742.69	5810.36	5891.35	5973.61	6054.57	6248.94
Permit Compliance Specialist - WW	4956.21	5088.36	5350.64	5613.16	5742.69	5810.36	5891.35	5973.61	6054.57	6248.94
Planner	4273.17	4384.16	4604.89	4826.93	4939.23	4992.79	5063.32	5132.50	5200.46	5373.15
Plumber	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5162.50
Police Payroll Technician	3366.78	3449.35	3618.57	3786.42	3871.66	3980.51	4033.50	4086.48	4140.79	4445.93
Police Services Technician	2993.70	3053.59	3206.69	3389.11	3446.36	3483.63	3528.90	3575.51	3620.78	3746.30
Probation Case Manager	4273.17	4384.16	4614.03	4826.93	4939.23	4992.79	5063.32	5132.50	5200.46	5373.15
Program Coordinator - Aquatics	3825.19	3925.77	4121.66	4314.95	4414.21	4462.52	4523.91	4585.30	4645.39	4800.77
Program Coordinator - Forestry	3825.19	3925.77	4121.66	4314.95	4414.21	4462.52	4523.91	4585.30	4645.39	4800.77
Program Coordinator - Horticulture	3825.19	3925.77	4121.66	4314.95	4414.21	4462.52	4523.91	4585.30	4645.39	4800.77
Program Coordinator - Housing	3771.63	3868.74	4060.30	4254.88	4350.38	4397.28	4459.91	4517.64	4580.07	4730.76
Program Coordinator - Ice Arena	3825.19	3925.77	4121.66	4314.95	4414.21	4462.52	4523.91	4585.30	4645.39	4800.77
Program Coordinator - Marketing	3825.19	3925.77	4121.66	4314.95	4414.21	4462.52	4523.91	4585.30	4645.39	4800.77
Program Coordinator - Park Ranger	3825.19	3925.77	4121.66	4314.95	4414.21	4462.52	4523.91	4585.30	4645.39	4800.77
Property/Evidence Technician	3035.71	3098.32	3255.42	3442.07	3512.84	3557.87	3623.65	3685.61	3757.47	3885.32
Purchasing/Contract Coordinator	4273.17	4384.16	4604.89	4826.93	4939.23	4992.79	5063.32	5132.50	5200.46	5373.15
Purchasing Specialist	3366.78	3449.35	3618.57	3786.42	3871.66	3980.51	4033.50	4086.48	4140.79	4445.93
Public Works Asset Coordinator	4273.17	4384.16	4604.89	4826.93	4939.23	4992.79	5063.32	5132.50	5200.46	5373.15
Public Works Projects Coordinator	5129.68	5266.45	5537.92	5809.62	5943.68	6013.72	6097.55	6182.68	6266.49	6467.65
Radio Technician	3455.57	3543.08	3715.49	3890.48	3977.99	4036.85	4091.98	4147.12	4200.91	4340.84
Radio Technician II	3973.86	4132.00	4290.15	4448.29	4606.45	4764.55	4922.69	5080.87	5239.00	5428.86
Social Media Specialist	4347.74	4509.49	4671.19	4832.89	4994.61	5156.33	5318.06	5479.78	5641.49	5834.96
Solid Waste Coordinator	4108.61	4215.65	4428.56	4638.85	4745.95	4799.50	4866.10	4932.72	4998.02	5162.50
Sr. Airport Ops/Main. Specialist	4206.56	4319.75	4436.32	4556.40	4680.07	4807.46	4938.67	5073.81	5213.01	5388.13
Sr. Facilities Maintenance Technician	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5162.50
Sr. Office Assistant	3077.71	3153.62	3304.14	3457.37	3530.64	3634.22	3718.40	3816.87	3915.31	4045.52
Sr. PC Network Technician	4273.17	4384.16	4604.89	4826.93	4939.23	4992.79	5063.32	5132.50	5200.46	5373.15
Sr. Planner	4956.21	5088.36	5350.65	5613.16	5742.68	5810.36	5891.35	5973.61	6054.57	6248.94
Sr. Traffic Signal Technician	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5162.50
Sr. WWTP Maintenance Mechanic	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5162.50
Stormwater Crew Leader	4206.56	4314.95	4533.05	4752.46	4859.56	4914.43	4983.62	5050.26	5118.17	5287.02
Streets Maintenance Mechanic	3697.21	3789.94	3977.99	4166.09	4260.09	4307.13	4363.31	4424.65	4482.13	4631.15
Survey Party Chief	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5162.50
Survey Party Chief LS	4587.92	4697.62	4922.26	5148.19	5259.23	5315.37	5387.18	5456.42	5529.59	5701.73
Surveyor	3485.63	3573.12	3748.13	3923.15	4010.64	4055.03	4108.61	4166.09	4219.62	4361.07
Sweeper Operator	3596.64	3688.06	3868.30	4051.12	4141.24	4186.96	4245.74	4300.60	4356.76	4503.96
Systems Administrator	4347.74	4509.49	4671.19	4832.89	4994.61	5156.33	5318.06	5479.78	5641.49	5834.96
Tax Auditor	4273.17	4384.16	4604.89	4826.93	4939.23	4992.79	5063.32	5132.50	5200.46	5373.15
Tax Auditor II	5361.08	5493.01	5754.22	6018.02	6147.31	6215.25	6296.20	6378.48	6459.45	6659.70
Tax Compliance Technician	3619.32	3732.56	3845.78	3959.02	4072.25	4185.49	4298.70	4411.96	4525.20	4670.17
Traffic Control Utility Worker II	3291.03	3372.01	3536.55	3701.12	3783.41	3822.58	3873.52	3925.77	3977.99	4113.11
Traffic Control Utility Worker III	3825.19	3925.77	4121.66	4314.95	4414.21	4462.52	4523.91	4585.30	4645.39	4800.77
Traffic Engineering Analyst	3992.37	4095.53	4299.27	4505.63	4607.51	4659.75	4723.75	4787.73	4851.74	5011.43
Traffic Signal Technician	3825.19	3925.77	4121.66	4314.95	4414.21	4462.52	4523.91	4585.30	4645.39	4800.77
Traffic Signs/Mrkg. Specialist	3825.19	3925.77	4121.66	4314.95	4414.21	4462.52	4523.91	4585.30	4645.39	4800.77
Transportation Planning Technician	3409.86	3496.06	3664.54	3838.25	3921.84	3964.94	4017.19	4072.03	4126.87	4369.24
Trash Removal Coordinator	4206.56	4314.95	4533.05	4752.46	4859.56	4914.43	4983.62	5050.26	5118.17	5287.02
Utility Worker	3021.98	3071.61	3122.56	3199.60	3355.04	3506.53	3583.59	3622.75	3669.80	3797.77
Utility Worker III	3992.37	4095.53	4299.27	4505.63	4607.51	4659.75	4723.75	4787.73	4851.74	5011.43

Water Reclamation Worker	3021.98	3071.61	3122.56	3199.60	3355.04	3506.53	3583.59	3622.75	3669.80	3797.77
Water Reclamation Worker I	3291.03	3372.01	3536.55	3701.12	3783.41	3822.58	3873.52	3925.77	3977.99	4113.11
Water Reclamation Worker II	3409.86	3496.06	3664.54	3838.25	3921.84	3964.94	4017.19	4072.03	4126.87	4264.17
WW Data Technician	3992.37	4095.53	4299.27	4505.63	4607.51	4659.75	4723.75	4787.73	4851.74	5011.43
WW Data Technician II	4326.71	4436.42	4661.07	4887.00	4998.02	5127.06	5200.05	5270.37	5344.71	5515.26
WW Electrical Specialist	4172.10	4469.66	4492.06	4702.34	4809.45	4862.99	4929.59	4996.21	5061.51	5225.99
WW Instrument/Control Specialist	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5162.50
WW Inventory/Control Specialist	4108.61	4215.69	4428.57	4638.84	4745.96	4799.50	4866.09	4932.72	4998.02	5162.50
WW Maintenance Coordinator	4347.74	4509.49	4671.19	4779.98	4994.61	5156.33	5318.06	5479.78	5641.49	5834.96
WW Operator A	4864.43	4991.42	5054.91	5245.39	5372.37	5499.36	5626.34	5753.33	5880.31	6037.09
WW Operator B	3711.34	3808.23	3999.04	4190.96	4286.29	4334.58	4394.02	4454.79	4515.23	4666.82
WW SCADA Coordinator	4956.21	5088.36	5350.65	5613.16	5742.68	5810.36	5891.35	5973.61	6054.57	6248.94
WW Utility Worker	3021.98	3071.61	3122.56	3199.60	3355.04	3506.53	3583.59	3622.75	3669.80	3797.77
WW Utility Worker I	3278.68	3359.59	3522.79	3681.86	3762.77	3803.88	3853.28	3905.37	3954.74	4089.22
WW Utility Worker II	3488.50	3574.33	3748.74	3959.78	4010.41	4051.94	4105.94	4161.31	4216.67	4359.86
WW Utility Worker III	3956.01	4055.24	4256.45	4457.71	4558.29	4608.63	4668.74	4734.37	4795.88	4955.33
WW Utility Worker IV	4271.84	4382.22	4600.22	4821.02	4930.03	4985.94	5054.42	5122.88	5191.36	5362.23
WWTP Maintenance Mechanic	3697.21	3789.94	3977.99	4166.09	4260.09	4307.13	4363.31	4424.65	4482.13	4631.15

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE -FIRE(NON-EXEMPT)
2022

CLASS TITLE	Entrance	Step 2	Step 3	Step 4		
(A) FIRE						
Assistant Fire Chief *	7767.44	7767.44	7767.44	9325.33		
Emergency Medical Officer *	5723.75	5723.75	5723.75	6838.58		
Fire Captain * ¹	6547.18	6547.18	6547.18	8081.96		
Fire Engineer * ²	5619.06	5619.06	5619.06	6652.07		
Fire Inspector	5994.99	5994.99	5994.99	6962.92		
CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6
Firefighter * ³	4588.11	4967.73	5015.82	5163.07	5262.19	6216.89
* Denotes a 56-Hour Work Week.						
¹ Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Firefighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Firefighter plus an additional \$550.						
² Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City's usual and customary payroll practices. Fire Engineers hired on or after January 1, 2018 who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.						
³ Firefighters assigned to Focus Response Unit (FRU) shall be a Group A Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.						

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE -Police (NON-EXEMPT)
2022

<i>CLASS TITLE</i>	<i>Entrance</i>	<i>Step 2</i>	<i>Step 3</i>	<i>Step 4</i>	<i>Step 5</i>	<i>Step 6</i>	<i>Step 7</i>	<i>Step 8</i>	<i>Step 9</i>	<i>Step 10</i>
(A) POLICE										
Police Corporal	6543.82	6543.82	6543.82	6639.73	6639.73	6737.12				
Police Patrol Officer	4060.58	4990.90	5286.15	5736.49	5914.23	6006.08	6094.97	6186.87	6274.22	6448.40
Police Sergeant	7512.60	7586.20	7658.14	7733.23	7842.75					

CITY OF PUEBLO SALARY SCHEDULE
2022 MONTHLY SALARY SCHEDULE - CLASS B

<i>CLASS TITLE</i>	<i>BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>					
(B) ADMINISTRATIVE							
Accountant II	6312.15	6523.98	6773.11	7001.40	7229.64	7465.34	7710.02
Accounting Manager	7619.34	7847.89	8083.34	8325.78	8575.58	8832.80	9097.88
Administrative Assistant	4872.31	5037.93	5233.36	5412.36	5591.38	5776.39	5965.83
Airport Ops/Maintenance Supervisor	5521.49	5687.12	5857.74	6033.46	6214.47	6400.90	6592.93
Assistant Accounting Manager	6704.52	6931.25	7195.30	7439.99	7683.17	7933.77	8193.33
Assistant Director/Human Resources	7140.31	7381.78	7662.99	7923.58	8182.58	8449.46	8725.89
Assistant Director/Info Technology	6312.15	6523.98	6773.11	7001.40	7229.64	7465.34	7710.02
Assistant Director/Parks & Recreation	8266.90	8471.65	8681.56	8962.75	9318.21	9687.90	10086.37
Assistant WWTP Superintendent	6704.52	6931.25	7195.30	7439.99	7683.17	7933.77	8193.33
Budget Analyst	6312.15	6523.98	6773.11	7001.40	7229.64	7465.34	7710.02
Civil Engineer Construction	7098.33	7337.07	7620.47	7877.09	8135.17	8400.72	8675.23
Civil Engineer Drainage	6312.15	6505.92	6853.65	7201.37	7549.09	7896.81	8245.39
Civil Engineer Public Works	6312.15	6505.92	6853.65	7201.37	7549.09	7896.81	8245.39
Civil Engineer Transportation	6312.15	6505.92	6853.65	7201.37	7549.09	7896.81	8245.39
Civil Service Administrator	8114.08	8391.56	8716.76	9013.68	9310.49	9617.85	9935.58
Code Enforcement Manager	6312.15	6523.98	6773.11	7001.40	7229.64	7465.34	7710.02
Communications Supervisor	5050.26	5381.81	5713.38	6044.93	6376.51	6708.07	7039.62
Court Administrator	6312.15	6523.98	6773.11	7001.40	7229.64	7465.34	7710.02
Crime Analyst	4453.55	4629.00	4804.40	4979.85	5155.32	5330.75	5506.15
Deputy City Clerk	4948.62	5114.22	5309.67	5488.66	5667.69	5852.69	6042.14
Deputy Fire Chief	8538.59	8829.34	9172.84	9484.64	9798.00	10121.88	10665.41
Deputy Director Public Works	9545.00	9859.99	10195.22	10541.86	10900.29	11270.90	11696.67
Dispatch Manager	5635.54	6004.19	6372.85	6741.51	7110.16	7478.82	7847.43
Engineering Manager	8394.44	8846.37	9298.31	9750.24	10202.17	10654.10	11106.62

Facilities Maintenance Superintendent	7022.02	7260.78	7544.17	7800.80	8058.89	8324.42	8598.93
Fleet Superintendent	7022.02	7260.78	7544.17	7800.80	8058.89	8324.42	8598.93
Food Project Coordinator	4872.31	5037.93	5233.36	5412.36	5591.38	5776.39	5965.83
Administrator	6312.15	6523.98	6773.11	7001.40	7229.63	7465.34	7710.02
Grants Analyst	6018.02	6147.31	6215.25	6296.20	6378.48	6459.45	6659.70
HR Analyst I	4318.10	4549.85	4806.27	5070.12	5349.09	5643.16	5953.50
HR Analyst II	4987.40	5255.08	5551.24	5855.99	6178.20	6517.85	6876.30
Ice Arena Manager	6312.15	6523.98	6773.11	7001.40	7229.64	7465.34	7710.02
Landscape Architect	5521.49	5707.97	5924.28	6125.67	6325.59	6529.96	6744.81
Legal Assistant	4291.84	4432.21	4572.88	4713.37	4867.78	5022.53	5177.12
MPO Manager	6704.52	6931.25	7195.30	7439.99	7683.17	7933.77	8193.33
MS4 Permit Coordinator	5521.49	5707.97	5924.28	6125.67	6325.59	6529.96	6744.81
Parks Manager	6312.15	6523.98	6773.11	7001.40	7229.64	7465.34	7710.02
Parks Supervisor	4948.62	5114.22	5309.67	5488.66	5667.69	5852.69	6042.14
Police Captain	7687.80	7951.51	8259.13	8541.68	8824.19	9113.03	9415.97
Police Deputy Chief	8810.00	9110.04	9464.43	9786.18	10109.47	10443.61	10788.70
Police Records Manager	4981.43	5150.04	5345.48	5525.98	5706.50	5891.45	6083.92
Pretreatment Manager	6704.52	6931.25	7195.30	7439.99	7683.17	7933.77	8193.33
Principal Planner	6312.15	6523.98	6773.11	7001.40	7229.64	7465.34	7710.02
Purchasing Contracts Administrator	4981.43	5150.04	5345.48	5526.47	5706.50	5891.45	6083.92
Recreation Supervisor	4948.62	5114.22	5309.67	5488.66	5667.69	5852.69	6042.14
Regulatory Compliance Specialist	7098.33	7337.07	7620.47	7877.09	8135.17	8400.72	8675.23
Shops Supervisor	5639.36	5828.80	6052.58	6255.48	6459.87	6670.19	6887.99
Sr. Business Systems Analyst	5050.26	5381.81	5713.38	6044.93	6376.51	6708.07	7039.62
Sr. GIS Administrator	5050.26	5381.81	5713.38	6044.93	6376.51	6708.07	7039.62
Sr. HR Analyst	5885.14	6200.99	6550.46	6910.07	7290.27	7691.07	8114.03
Sr. Network Administrator	5050.26	5381.81	5713.38	6044.93	6376.51	6708.07	7039.62
Sr. Security Administrator	5050.26	5381.81	5713.38	6044.93	6376.51	6708.07	7039.62
Sr. System Administrator	5050.26	5381.81	5713.38	6044.93	6376.51	6708.07	7039.62
Stormwater Coordinator	7098.33	7337.07	7620.47	7877.09	8135.17	8400.72	8675.23
Stormwater Utility Maint. Supervisor	5521.49	5707.97	5924.28	6125.67	6325.59	6529.96	6744.81
Streets Maintenance Supervisor	5521.49	5707.97	5924.28	6125.67	6325.59	6529.96	6744.81
Tax Audit Manager	7619.34	7847.89	8083.35	8325.79	8575.58	8832.80	9097.88
Traffic Control Supervisor	5521.49	5707.97	5924.28	6125.67	6325.59	6529.96	6744.81
Traffic Engineer	7679.14	7941.79	8204.45	8467.10	8729.75	8992.41	9255.06
WW Collections Supervisor	5521.49	5707.97	5924.28	6125.67	6325.59	6529.96	6744.81
WW Engineering Manager	8364.71	8646.97	8980.49	9283.19	9587.44	9901.88	10226.55
WWTP Lab Supervisor	6704.52	6931.25	7195.30	7439.99	7683.17	7933.77	8193.33
WWTP Superintendent	7814.44	8078.46	8388.79	8672.24	8955.70	9248.12	9552.44

**CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE - APPOINTED**

2022

<i>CLASS TITLE</i>	<i>BASE SALARY</i>	<i>MERIT PAY RANGES GRANTED UNDER</i>
(C) APPOINTED		
Assistant City Attorney I	5531.79	6914.75
Assistant City Attorney II	6914.75	7759.42
Assistant City Attorney III	7759.50	9496.17
Assistant Mayor/Comm Investment	7444.26	9587.33
Assistant Mayor/Development Servi	7444.26	9587.33
City Attorney	12177.30	14881.99
City Clerk	8131.85	9940.77
Chief of Staff	7262.69	9775.68
Deputy City Attorney	10446.67	11696.67
Deputy Mayor	No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued.	
Director/Aviation	8131.85	9940.77
Director/Finance	9522.05	11637.70
Director/Housing and Citizen Service	9253.93	11311.38
Director/Human Resources	9253.93	11311.38
Director/Information Technology	9253.93	11311.38
Director/Parks & Recreation	9482.89	11590.04
Director/Planning	9253.93	11311.38
Director/Public Affairs	6008.33	7295.83
Director/Public Works	10696.87	13073.60
Director/Purchasing	8131.85	9940.77
Director/Stormwater	9253.93	11311.38
Director/Wastewater	9575.87	11703.68
Fire Chief	10421.22	12736.22
Mayor	12500.00	12500.00
Municipal Court Judge	8980.39	11580.01
Police Chief	10696.87	13207.10
Secretary to the Mayor	4291.84	5280.66
Sr. Assistant City Attorney	9496.25	10446.58

END 2022

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE - GENERAL SERVICE (NON-EXEMPT)
2023

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE										
Accountant I	5709.55	5850.05	6128.24	6409.19	6546.89	6619.24	6705.45	6793.08	6879.32	7092.58
Accounting Technician II	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Accounting Technician III	3277.76	3358.61	3518.91	3682.10	3760.14	3870.45	3960.10	4064.96	4169.81	4308.47
Accounting Technician IV	3631.50	3723.31	3902.73	4087.74	4176.76	4294.27	4350.98	4410.53	4470.07	4653.24
Administrative Technician	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Airport Ops/Maintenance Specialist	3937.52	4041.78	4149.18	4259.79	4373.73	4491.07	4611.94	4736.44	4864.67	5030.56
Airport Ops/Maintenance Worker	3325.52	3411.42	3495.95	3666.45	3832.62	3917.15	3960.11	4011.73	4066.13	4151.52
Area Crew Leader	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Associate Engineer I	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Associate Engineer II	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Associate Engineer II - SW	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Associate Engineer II - WW	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Associate Field Engineer	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Auto Mechanic	4073.81	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Aviation Operations Technician	3525.81	3612.03	3788.69	3963.95	4052.97	4166.62	4221.94	4277.27	4333.96	4653.24
Aviation Security/Contracts Coordinator	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Building Custodian	2574.25	2658.87	2743.52	2828.19	2912.84	2997.50	3082.15	3166.77	3251.42	3381.16
Business Systems Analyst	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Carpenter	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Civil Service Analyst	4251.88	4361.74	4578.73	4798.49	4907.00	4962.64	5030.80	5098.94	5167.11	5337.17
Civil Service Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Code Enforcement Officer	3644.02	3737.23	3918.04	4103.02	4194.83	4240.73	4297.76	4354.78	4411.81	4558.27
Community Development Specialist	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Community Risk Reduction Coordinator	3771.63	3868.74	4060.30	4254.88	4350.38	4397.28	4459.91	4517.64	4580.07	4730.76
Community Service Coordinator	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Community Service Officer	4016.79	4120.21	4324.22	4531.45	4633.15	4683.10	4749.80	4811.28	4877.78	5038.26
Community Service Specialist	3277.76	3358.61	3518.91	3682.10	3760.14	3870.45	3960.10	4064.96	4169.81	4308.47
Court Marshal	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5475.52
Court Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
Court Technician II	3394.68	3464.70	3640.38	3849.10	3928.24	3978.59	4052.15	4121.43	4201.79	4344.76
Dispatch Training Coordinator	4243.18	4379.92	4516.66	4653.44	4790.21	5070.45	5211.21	5351.96	5492.69	5776.24
Electrician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Emergency Services Dispatch Supervisor	5261.51	5427.98	5594.45	5760.90	5927.37	6260.03	6431.05	6602.03	6773.05	7074.94
Emergency Services Dispatcher	3894.94	4031.68	4168.42	4305.20	4441.97	4712.07	4852.83	4993.58	5134.30	5411.10
Equipment Operator I	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	3961.16	4011.23	4147.63
Equipment Operator II	3504.95	3591.19	3766.42	3941.69	4069.62	4111.76	4166.56	4222.75	4278.93	4752.81
Equipment Operator IV	4005.58	4106.30	4310.59	4514.92	4686.30	4738.14	4800.07	4843.74	4906.83	5446.08

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE continued...										
Fire Support Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Gardener	3680.19	3773.38	3957.00	4143.36	4236.56	4299.24	4357.96	4416.69	4473.97	4623.00
GIS Specialist I	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Housing/Comm. Dev. Coordinator II	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
HR Records Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
HVAC Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Inspector/Construction	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Inspector/Stormwater	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Inspector/Streets	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Inspector /Wastewater	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Lab Analyst	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Lab Analyst II	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Lab Analyst III	5278.36	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Lab Pretreatment Specialist	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Land Use Technician	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.95	4883.34	4947.34	5112.82
Law Department Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Lead Code Enforcement Officer	4016.79	4120.21	4324.22	4531.45	4633.15	4683.44	4749.80	4811.28	4877.78	5038.26
Lead Court Technician	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Legal Support Assistant	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Licensing Coordinator	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.95	4961.39	5027.33	5397.81
Marketing and Recruitment Specialist	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Media Systems Administrator	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Media Systems Specialist	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Municipal Records Tech/Coordinator	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Office Assistant	2962.82	3032.31	3175.50	3320.13	3389.60	3426.49	3471.86	3514.41	3559.77	3682.00
Painter	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Parks Area Crew Leader	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Park Caretaker I	3325.52	3407.58	3573.12	3734.45	3816.52	3858.23	3908.34	3961.16	4011.23	4147.63
Park Caretaker II	3504.95	3591.19	3766.42	3941.69	4069.62	4111.76	4166.56	4222.75	4278.93	4752.81
Park Caretaker II - Irrigation	3680.19	3773.38	3957.34	4143.36	4278.93	4342.24	4401.54	4460.83	4518.71	5015.95
Park Caretaker II - Playground	3680.19	3773.38	3957.34	4143.36	4278.93	4342.24	4401.54	4460.83	4518.71	5015.95
Park Ranger	3644.02	3737.23	3918.04	4103.02	4194.83	4240.73	4297.76	4354.78	4411.81	4558.27
Parking Enforcer	3223.98	3303.24	3460.42	3620.40	3696.90	3742.78	3787.31	3835.99	3884.69	4019.23
Parks & Rec Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Parks Maintenance Mechanic	4005.58	4106.30	4310.59	4514.92	4663.22	4714.80	4776.43	4843.74	4906.83	5446.08
Parks Senior Mechanic/Welder	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5910.42
Parts Clerk	3223.98	3303.24	3460.42	3620.40	3696.90	3742.78	3787.31	3844.06	3932.59	4054.95
Pavement Management Technician	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67
Payroll Coordinator	4570.77	4688.87	4922.13	5158.38	5275.02	5334.84	5408.11	5481.36	5554.64	5977.63
PC Network Technician	3854.58	3975.18	4095.75	4216.35	4336.94	4457.54	4578.12	4698.74	4819.34	4973.73
PD Investigations Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
PD Records Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
Permit Compliance Specialist - SW	5278.37	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Permit Compliance Specialist - WW	5278.37	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Planner	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Plumber	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06

CLASS TITLE	Entrance	Step 2	Step 3	Step 4	Step 5	Step 6	Step 7	Step 8	Step 9	Step 10
(A) GENERAL SERVICE continued...										
Police Payroll Technician	3944.18	4040.92	4239.16	4435.80	4535.65	4747.95	4811.16	4961.39	5027.33	5397.81
Police Services Technician	3188.29	3252.08	3415.13	3609.40	3670.37	3710.06	3758.28	3807.92	3856.13	3989.81
Pretreatment Compliance Technician	4751.20	4874.99	5121.21	5371.57	5495.35	5557.92	5633.06	5712.35	5790.25	5979.21
Probation Case Manager	4550.92	4669.13	4913.94	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Program Coordinator - Aquatics	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Forestry	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Horticulture	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Housing	4016.79	4120.21	4324.22	4531.45	4633.15	4683.10	4749.80	4811.28	4877.78	5038.26
Program Coordinator - Ice Arena	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Marketing	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Park Ranger	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Program Coordinator - Sports	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Property/Evidence Technician	3233.03	3299.71	3467.03	3665.81	3741.18	3789.13	3859.19	3925.17	4001.71	4137.87
Purchasing/Contract Coordinator	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Purchasing Specialist	3585.62	3673.56	3853.78	4032.54	4123.32	4239.24	4295.68	4352.10	4409.94	4734.92
Public Works Asset Coordinator	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Public Works Projects Coordinator	5738.26	5589.21	6192.78	6496.60	6646.52	6724.85	6818.59	6913.78	7007.50	7232.45
Radio Technician	3680.19	3773.38	3957.00	4143.36	4236.56	4299.24	4357.96	4416.69	4473.97	4623.00
Radio Technician II	4232.17	4400.58	4569.01	4737.43	4905.87	5074.24	5242.66	5411.12	5579.53	5781.74
Social Media Specialist	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Solid Waste Coordinator	4375.67	4489.67	4716.42	4940.37	5054.44	5111.47	5182.39	5253.34	5322.90	5498.06
Sr. Airport Ops/Main. Specialist	4479.99	4600.53	4724.68	4852.56	4984.28	5119.94	5259.68	5403.61	5551.85	5738.36
Sr. Facilities Maintenance Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Sr. Office Assistant	3703.87	3795.23	3976.37	4160.78	4248.95	4528.42	4633.31	4756.01	4878.68	5213.25
Sr. PC Network Technician	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Sr. Planner	5278.36	5419.10	5698.44	5978.01	6115.96	6188.03	6274.29	6361.89	6448.12	6655.12
Sr. Traffic Signal Technician	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Sr. WWTP Maintenance Mechanic	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Stormwater Crew Leader	4607.95	4724.79	4964.04	5204.66	5322.89	5460.32	5538.06	5612.95	5692.12	5873.76
Streets Maintenance Mechanic	4005.58	4106.30	4310.59	4514.92	4663.22	4714.80	4776.43	4843.74	4906.83	5446.08
Survey Party Chief	4375.67	4489.71	4716.42	4940.37	5054.44	5111.47	5182.39	5253.35	5322.89	5498.06
Survey Party Chief LS	4886.14	5002.96	5242.21	5482.82	5601.08	5660.87	5737.34	5811.08	5889.02	6072.34
Surveyor	3712.19	3805.37	3991.76	4178.16	4271.33	4318.61	4375.67	4436.88	4493.90	4644.54
Sweeper Operator	3830.43	3927.79	4119.74	4314.45	4454.53	4503.70	4566.93	4625.94	4686.35	5204.44
Systems Administrator	4630.34	4802.60	4974.82	5147.03	5319.26	5491.49	5663.73	5835.97	6008.18	6214.23
Tax Auditor	4550.92	4669.13	4904.20	5140.68	5260.28	5317.33	5392.44	5466.11	5538.49	5722.40
Tax Auditor II	5709.55	5850.05	6128.24	6409.19	6546.89	6619.24	6705.45	6793.08	6879.32	7092.58
Tax Compliance Technician	3854.58	3975.18	4095.75	4216.35	4336.94	4457.54	4578.12	4698.74	4819.34	4973.73
Traffic Control Utility Worker II	3504.95	3591.19	3766.42	3941.69	4029.33	4071.05	4125.30	4180.94	4236.56	4380.47
Traffic Control Utility Worker III	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Traffic Engineering Analyst	4562.72	4680.97	4916.04	5152.47	5272.09	5326.35	5404.23	5479.34	5550.30	5735.41
Traffic Signal Technician	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Traffic Signs/Mrkg. Specialist	4073.82	4180.94	4389.57	4595.42	4701.13	4752.59	4817.97	4883.34	4947.34	5112.82
Transportation Planning Technician	3631.50	3723.31	3902.73	4087.74	4176.76	4222.66	4278.30	4336.72	4395.12	4653.24
Trash Removal Coordinator	4479.99	4595.42	4827.70	5061.37	5175.44	5233.87	5307.55	5378.53	5450.85	5630.67

<u>CLASS TITLE</u>	<u>Entrance</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
(A) GENERAL SERVICE continued...										
<u>Utility Worker</u>	<u>3218.41</u>	<u>3271.27</u>	<u>3325.52</u>	<u>3407.58</u>	<u>3573.12</u>	<u>3734.45</u>	<u>3816.52</u>	<u>3858.23</u>	<u>3908.34</u>	<u>4044.62</u>
<u>Utility Worker III</u>	<u>4251.88</u>	<u>4361.74</u>	<u>4578.73</u>	<u>4798.49</u>	<u>4907.00</u>	<u>4962.64</u>	<u>5030.80</u>	<u>5098.94</u>	<u>5167.11</u>	<u>5337.17</u>
<u>Water Reclamation Worker</u>	<u>3218.41</u>	<u>3271.27</u>	<u>3325.52</u>	<u>3407.58</u>	<u>3573.12</u>	<u>3734.45</u>	<u>3816.52</u>	<u>3858.23</u>	<u>3908.34</u>	<u>4044.62</u>
<u>Water Reclamation Worker I</u>	<u>3504.95</u>	<u>3591.19</u>	<u>3766.42</u>	<u>3941.69</u>	<u>4029.33</u>	<u>4071.05</u>	<u>4125.30</u>	<u>4180.94</u>	<u>4236.56</u>	<u>4380.47</u>
<u>Water Reclamation Worker II</u>	<u>3631.50</u>	<u>3723.31</u>	<u>3902.73</u>	<u>4087.74</u>	<u>4176.76</u>	<u>4222.66</u>	<u>4278.30</u>	<u>4336.72</u>	<u>4395.12</u>	<u>4541.34</u>
<u>WW Data Technician</u>	<u>4251.88</u>	<u>4361.74</u>	<u>4578.73</u>	<u>4798.49</u>	<u>4907.00</u>	<u>4962.64</u>	<u>5030.80</u>	<u>5098.94</u>	<u>5167.11</u>	<u>5337.17</u>
<u>WW Data Technician II</u>	<u>4607.95</u>	<u>4724.79</u>	<u>4964.04</u>	<u>5204.66</u>	<u>5322.89</u>	<u>5460.32</u>	<u>5538.06</u>	<u>5612.95</u>	<u>5692.12</u>	<u>5873.76</u>
<u>WW Instrument/Control Specialist</u>	<u>4375.67</u>	<u>4489.71</u>	<u>4716.42</u>	<u>4940.37</u>	<u>5054.44</u>	<u>5111.47</u>	<u>5182.39</u>	<u>5253.35</u>	<u>5322.89</u>	<u>5498.06</u>
<u>WW Inventory/Control Specialist</u>	<u>4375.67</u>	<u>4489.71</u>	<u>4716.42</u>	<u>4940.37</u>	<u>5054.44</u>	<u>5111.47</u>	<u>5182.39</u>	<u>5253.35</u>	<u>5322.89</u>	<u>5498.06</u>
<u>WW Maintenance Coordinator</u>	<u>4630.34</u>	<u>4802.60</u>	<u>4974.82</u>	<u>5090.68</u>	<u>5319.26</u>	<u>5491.49</u>	<u>5663.73</u>	<u>5835.97</u>	<u>6008.18</u>	<u>6214.23</u>
<u>WW Operator A</u>	<u>5180.62</u>	<u>5315.86</u>	<u>5383.48</u>	<u>5586.34</u>	<u>5721.58</u>	<u>5856.82</u>	<u>5992.06</u>	<u>6127.30</u>	<u>6262.53</u>	<u>6429.50</u>
<u>WW Operator B</u>	<u>3952.58</u>	<u>4055.77</u>	<u>4258.98</u>	<u>4463.37</u>	<u>4564.90</u>	<u>4616.32</u>	<u>4679.63</u>	<u>4744.35</u>	<u>4808.72</u>	<u>4970.17</u>
<u>WW SCADA Coordinator</u>	<u>5278.36</u>	<u>5419.10</u>	<u>5698.44</u>	<u>5978.01</u>	<u>6115.96</u>	<u>6188.03</u>	<u>6274.29</u>	<u>6361.89</u>	<u>6448.12</u>	<u>6655.12</u>
<u>WW Utility Worker</u>	<u>3218.41</u>	<u>3271.27</u>	<u>3325.52</u>	<u>3407.58</u>	<u>3573.12</u>	<u>3734.45</u>	<u>3816.52</u>	<u>3858.23</u>	<u>3908.34</u>	<u>4044.62</u>
<u>WW Utility Worker I</u>	<u>3491.79</u>	<u>3577.96</u>	<u>3751.77</u>	<u>3921.18</u>	<u>4007.35</u>	<u>4051.14</u>	<u>4103.75</u>	<u>4159.22</u>	<u>4211.80</u>	<u>4355.01</u>
<u>WW Utility Worker II</u>	<u>3715.25</u>	<u>3806.66</u>	<u>3992.41</u>	<u>4217.16</u>	<u>4271.09</u>	<u>4315.32</u>	<u>4372.82</u>	<u>4431.80</u>	<u>4490.75</u>	<u>5037.93</u>
<u>WW Utility Worker III</u>	<u>4213.15</u>	<u>4318.83</u>	<u>4533.12</u>	<u>4747.46</u>	<u>4854.58</u>	<u>4908.19</u>	<u>4972.21</u>	<u>5042.11</u>	<u>5107.61</u>	<u>5277.43</u>
<u>WW Utility Worker IV</u>	<u>4549.51</u>	<u>4667.06</u>	<u>4899.24</u>	<u>5134.38</u>	<u>5250.48</u>	<u>5310.02</u>	<u>5382.95</u>	<u>5455.86</u>	<u>5528.80</u>	<u>5710.78</u>
<u>WWTP Maintenance Mechanic</u>	<u>3937.52</u>	<u>4036.28</u>	<u>4236.56</u>	<u>4436.88</u>	<u>4536.99</u>	<u>4587.09</u>	<u>4646.92</u>	<u>4712.25</u>	<u>4773.47</u>	<u>4932.18</u>

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE -FIRE(NON-EXEMPT)
2023

<u>CLASS TITLE</u>						
<u>(A) FIRE</u>						
Assistant Fire Chief *	10117.99					
Emergency Medical Officer *	7419.86					
Fire Captain * ¹	8768.92					
Fire Engineer* ²	7217.50					
Fire Inspector	7554.76					
<u>CLASS TITLE</u>	<u>Entrance</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>
Firefighter * ³	4978.10	5389.98	5442.16	5601.93	5709.48	6745.33

* Denotes a 56-Hour Work Week.

¹ Captain (Administration) shall constitute an assignment for Captain and shall have assigned duties primarily relating to administrative functions including training and EMS Coordination. Captain (Administration) shall be a Group A Firefighter. The monthly base pay of the Captain (Administration) shall be the monthly base pay of Captain in the same grade who is a Group B Firefighter plus an additional \$550.

² Fire Engineers who possess and maintain an EMT-I certification or higher with the City shall be paid a monthly stipend of one percent (1%) of their monthly base pay in accordance with the City's usual and customary payroll practices. Fire Engineers hired on or after January 1, 2018 who are required as a condition of their employment as Fire Engineers with the City to possess and maintain an EMT-I Certification or higher pursuant to Section 49.2 of the collective bargaining agreement shall also be eligible for and paid said monthly stipend.

³ Firefighters assigned to Focus Response Unit (FRU) shall be a Group B Firefighter. They shall be allowed to work OT within the FRU classification when approved by the Chief or his/her designee.

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE -Police (NON-EXEMPT)
2023

<u>CLASS TITLE</u>	<u>Entrance</u>	<u>Step 2</u>	<u>Step 3</u>	<u>Step 4</u>	<u>Step 5</u>	<u>Step 6</u>	<u>Step 7</u>	<u>Step 8</u>	<u>Step 9</u>	<u>Step 10</u>
<u>(A) POLICE</u>										
Police Corporal	7001.88	7001.88	7001.88	7104.51	7104.51	7208.72				
Police Patrol Officer	4844.82	5340.26	5656.18	6138.04	6328.22	6426.51	6521.62	6619.95	6713.42	6899.79
Police Sergeant	8038.48	8117.23	8194.21	8274.55	8391.75					

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE – CLASS B
2023

<i>CLASS TITLE</i>	<i><u>BASE SALARY</u></i>	<i>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</i>					
<u>(B) ADMINISTRATIVE</u>							
Accountant II	<u>6754.01</u>	<u>6980.66</u>	<u>7247.23</u>	<u>7491.50</u>	<u>7735.71</u>	<u>7987.91</u>	<u>8249.73</u>
Accounting Manager	<u>8152.69</u>	<u>8397.24</u>	<u>8649.18</u>	<u>8908.59</u>	<u>9175.87</u>	<u>9451.09</u>	<u>9734.73</u>
Administrative Assistant	<u>5213.37</u>	<u>5390.59</u>	<u>5599.69</u>	<u>5791.23</u>	<u>5982.77</u>	<u>6180.73</u>	<u>6383.44</u>
Airport Ops/Maintenance Supervisor	<u>5907.99</u>	<u>6085.22</u>	<u>6267.78</u>	<u>6455.81</u>	<u>6649.49</u>	<u>6848.96</u>	<u>7054.43</u>
Assistant Accounting Manager	<u>7173.83</u>	<u>7416.44</u>	<u>7698.97</u>	<u>7960.79</u>	<u>8220.99</u>	<u>8489.13</u>	<u>8766.86</u>
Assistant Director/Human Resources	<u>7640.13</u>	<u>7898.51</u>	<u>8199.40</u>	<u>8478.23</u>	<u>8755.36</u>	<u>9040.92</u>	<u>9336.70</u>
Assistant Director/Info Technology	<u>6754.01</u>	<u>6980.66</u>	<u>7247.23</u>	<u>7491.50</u>	<u>7735.71</u>	<u>7987.91</u>	<u>8249.73</u>
Assistant Director/Parks & Recreation	<u>8845.59</u>	<u>9064.67</u>	<u>9289.27</u>	<u>9590.15</u>	<u>9970.49</u>	<u>10366.06</u>	<u>10792.41</u>
Assistant WWTP Superintendent	<u>7173.83</u>	<u>7416.44</u>	<u>7698.97</u>	<u>7960.79</u>	<u>8220.99</u>	<u>8489.13</u>	<u>8766.87</u>
Budget Analyst	<u>6754.01</u>	<u>6980.66</u>	<u>7247.23</u>	<u>7491.50</u>	<u>7735.71</u>	<u>7987.91</u>	<u>8249.73</u>
Civil Engineer Construction	<u>7595.21</u>	<u>7850.67</u>	<u>8153.91</u>	<u>8428.49</u>	<u>8704.63</u>	<u>8988.77</u>	<u>9282.50</u>
Civil Engineer Drainage	<u>6754.01</u>	<u>6961.34</u>	<u>7333.40</u>	<u>7705.46</u>	<u>8077.53</u>	<u>8449.59</u>	<u>8822.56</u>
Civil Engineer Public Works	<u>6754.01</u>	<u>6961.34</u>	<u>7333.40</u>	<u>7705.46</u>	<u>8077.53</u>	<u>8449.59</u>	<u>8822.56</u>
Civil Engineer Transportation	<u>6754.01</u>	<u>6961.34</u>	<u>7333.40</u>	<u>7705.46</u>	<u>8077.53</u>	<u>8449.59</u>	<u>8822.56</u>
Civil Service Administrator	<u>8682.07</u>	<u>8978.97</u>	<u>9326.94</u>	<u>9644.63</u>	<u>9962.23</u>	<u>10291.10</u>	<u>10631.07</u>
Code Enforcement Manager	<u>6754.01</u>	<u>6980.66</u>	<u>7247.23</u>	<u>7491.50</u>	<u>7735.71</u>	<u>7987.91</u>	<u>8249.73</u>
Communications Supervisor	<u>5403.78</u>	<u>5758.54</u>	<u>6113.31</u>	<u>6468.08</u>	<u>6822.86</u>	<u>7177.64</u>	<u>7532.40</u>
Court Administrator	<u>6754.01</u>	<u>6980.66</u>	<u>7247.23</u>	<u>7491.50</u>	<u>7735.71</u>	<u>7987.91</u>	<u>8249.73</u>
Crime Analyst	<u>4765.30</u>	<u>4953.03</u>	<u>5140.70</u>	<u>5328.44</u>	<u>5516.19</u>	<u>5703.90</u>	<u>5891.58</u>
Deputy City Clerk	<u>5295.02</u>	<u>5472.21</u>	<u>5681.34</u>	<u>5872.87</u>	<u>6064.42</u>	<u>6262.38</u>	<u>6465.09</u>
Deputy Director Public Works	<u>9545.00</u>	<u>9859.99</u>	<u>10195.22</u>	<u>10541.86</u>	<u>10900.29</u>	<u>11270.90</u>	<u>11696.67</u>
Deputy Fire Chief	<u>9264.37</u>	<u>9579.84</u>	<u>9952.54</u>	<u>10290.83</u>	<u>10630.83</u>	<u>10982.24</u>	<u>11571.97</u>
Dispatch Manager	<u>6030.03</u>	<u>6424.48</u>	<u>6818.95</u>	<u>7213.42</u>	<u>7607.87</u>	<u>8002.34</u>	<u>8396.76</u>
Engineering Manager	<u>8982.05</u>	<u>9465.62</u>	<u>9949.19</u>	<u>10432.76</u>	<u>10916.32</u>	<u>11399.89</u>	<u>11884.09</u>
Facilities Maintenance Superintendent	<u>7513.56</u>	<u>7769.03</u>	<u>8072.26</u>	<u>8346.85</u>	<u>8623.01</u>	<u>8907.13</u>	<u>9200.85</u>
Fleet Superintendent	<u>7513.56</u>	<u>7769.03</u>	<u>8072.26</u>	<u>8346.85</u>	<u>8623.01</u>	<u>8907.13</u>	<u>9200.85</u>
Food Project Coordinator	<u>4872.31</u>	<u>5037.93</u>	<u>5233.36</u>	<u>5412.36</u>	<u>5591.38</u>	<u>5776.39</u>	<u>5965.83</u>

Grant & Resource Dev. Administrator	6754.01	6980.66	7247.22	7491.50	7735.71	7987.91	8249.72
Grants Analyst	6439.28	6577.62	6650.32	6736.94	6824.97	6911.61	7125.88
HR Analyst I	4620.37	4868.34	5142.71	5425.03	5723.52	6038.19	6370.25
HR Analyst II	5336.52	5622.94	5939.82	6265.91	6610.67	6974.10	7357.64
Ice Arena Manager	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Internal Auditor	6922.86	7155.18	7428.41	7678.78	7929.11	8187.61	8455.96
Landscape Architect	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Legal Assistant	4592.27	4742.46	4892.98	5043.31	5208.52	5374.11	5539.52
MPO Manager	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
MS4 Permit Coordinator	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Parks Manager	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Parks Supervisor	5295.02	5472.21	5681.34	5872.87	6064.42	6262.38	6465.09
Police Captain	8225.95	8508.11	8837.27	9139.60	9441.89	9750.94	10075.08
Police Deputy Chief	9558.84	9884.40	10268.91	10618.00	10968.77	11331.32	11705.74
Police Records Manager	5330.13	5510.55	5719.67	5912.80	6105.95	6303.86	6509.79
Pretreatment Manager	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
Principal Planner	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Purchasing Contracts Administrator	5330.13	5510.55	5719.67	5913.32	6105.95	6303.86	6641.08
Recreation Supervisor	5295.02	5472.21	5681.34	5872.87	6064.42	6262.38	6465.09
Regulatory Compliance Specialist	7595.21	7850.67	8153.91	8428.49	8704.63	8988.77	9282.50
Shops Supervisor	6034.11	6236.82	6476.26	6693.36	6912.06	7137.11	7370.15
Sr. Business Systems Analyst	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. GIS Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. HR Analyst	6297.10	6635.06	7008.99	7393.78	7800.59	8229.45	8682.01
Sr. Network Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. Security Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. System Administrator	5403.78	5758.54	6113.31	6468.08	6822.86	7177.64	7532.40
Sr. Tax Auditor	6754.01	6980.66	7247.23	7491.50	7735.71	7987.91	8249.73
Stormwater Coordinator	7595.21	7850.67	8153.91	8428.49	8704.63	8988.77	9282.50
Stormwater Engineering Manager	8982.05	9465.62	9949.19	10432.76	10916.32	11399.89	11884.09
Stormwater Utility Maint. Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Streets Maintenance Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Tax Audit Manager	8152.70	8397.24	8649.18	8908.59	9175.88	9451.10	9734.73
Traffic Control Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
Traffic Engineer	8216.68	8497.72	8778.76	9059.80	9340.84	9621.87	9902.91
WW Collections Supervisor	5907.99	6107.53	6338.98	6554.47	6768.39	6987.06	7216.95
WW Engineering Manager	8982.05	9465.62	9949.19	10432.76	10916.32	11399.89	11884.09
WWTP Lab Supervisor	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
WW Maintenance Supervisor	7173.83	7416.44	7698.97	7960.79	8220.99	8489.13	8766.87
WWTP Superintendent	8361.45	8643.95	8976.01	9279.29	9582.60	9895.48	10221.11

CITY OF PUEBLO SALARY SCHEDULE
MONTHLY SALARY SCHEDULE - APPOINTED
2023

<u>CLASS TITLE</u>	<u>MONTHLY BASE SALARY</u>	<u>MERIT PAY RANGES GRANTED UNDER SECTION 6-5-1(B)</u>
<u>(C) APPOINTED</u>		
<u>Assistant City Attorney I</u>	<u>5919.02</u>	<u>7398.78</u>
<u>Assistant City Attorney II</u>	<u>7398.78</u>	<u>8302.58</u>
<u>Assistant City Attorney III</u>	<u>8302.67</u>	<u>10160.90</u>
<u>Assistant Mayor/Comm Investment</u>	<u>7965.36</u>	<u>10258.45</u>
<u>Assistant Mayor/Development Services</u>	<u>7965.36</u>	<u>10258.45</u>
<u>City Attorney</u>	<u>12965.51</u>	<u>15923.73</u>
<u>City Clerk</u>	<u>8701.08</u>	<u>10636.63</u>
<u>Chief of Staff</u>	<u>7771.08</u>	<u>10982.96</u>
<u>Deputy City Attorney</u>	<u>11177.94</u>	<u>12515.44</u>
<u>Deputy Mayor</u>	<u>No monthly salary is provided with respect to appointment to the position of Deputy Mayor. All compensation received by the Department Director appointed to this position shall be continued.</u>	
<u>Director/Aviation</u>	<u>8701.08</u>	<u>10636.63</u>
<u>Director/Finance</u>	<u>9522.05</u>	<u>11637.70</u>
<u>Director/Housing and Citizen Services</u>	<u>9531.54</u>	<u>11650.72</u>
<u>Director/Human Resources</u>	<u>9901.70</u>	<u>12103.18</u>
<u>Director/Information Technology</u>	<u>9901.70</u>	<u>12103.18</u>
<u>Director/Just Transitions Program</u>	<u>6428.92</u>	<u>7806.54</u>
<u>Director/Parks & Recreation</u>	<u>10146.69</u>	<u>12401.34</u>
<u>Director/Planning</u>	<u>9901.70</u>	<u>12103.18</u>
<u>Director/Public Affairs</u>	<u>6428.92</u>	<u>7806.54</u>
<u>Director/Public Works</u>	<u>11445.66</u>	<u>13988.75</u>
<u>Director/Purchasing</u>	<u>8701.08</u>	<u>10636.63</u>
<u>Director/Stormwater</u>	<u>9901.71</u>	<u>12103.18</u>
<u>Director/Wastewater</u>	<u>10246.18</u>	<u>12522.94</u>
<u>Fire Chief</u>	<u>11150.71</u>	<u>13627.75</u>
<u>Mayor</u>	<u>12500.00</u>	<u>12500.00</u>
<u>Municipal Court Judge</u>	<u>9609.02</u>	<u>12390.61</u>
<u>Police Chief</u>	<u>11445.66</u>	<u>14131.60</u>
<u>Secretary to the Mayor</u>	<u>4592.27</u>	<u>5819.82</u>
<u>Sr. Assistant City Attorney</u>	<u>10160.99</u>	<u>11177.84</u>

SECTION 2.

Section 18 of Chapter 5 of Title VI of the Pueblo Municipal Code is hereby amended to read as follows:

6-5-18. Unclassified part-time employees.

(a) The pay range with respect to all unclassified part time employees of the City shall be not less than [~~\$12.56~~] \$13.56 per hour and not greater than \$40.00.

SECTION 3.

The officers and staff of the City are directed and authorized to perform any and all acts consistent with the intent of this Ordinance to effectuate and transactions described therein.

*Remainder of Page
Intentially left blank*

SECTION 4.

This Ordinance shall become effective January 1, 2023.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 12, 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 ESTABLISHING THE BEARCAT PROJECT NO. CI2220, TRANSFERRING \$300,000 FROM THE POLICE DEPARTMENT ACCOUNT 101-20502-51030 AND BUDGETING AND APPROPRIATING \$300,000 FOR SAID PROJECT

SUMMARY:

This Ordinance establishes Project No. CI2220, transfers \$300,000 from the Police Department police service wages account 101-20502-51030 and budgets and appropriates \$300,000 for the BearCat Project.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance establishes the BearCat Project, CI2220, transfers funds in the amount of \$300,000 from the Police Department police service wages account 101-20502-51030 and budget and appropriates said funds. This project will allow for the purchase of a ballistic protective vehicle for SWAT Operations to replace the use of the MRAP. This replacement is required due to changes in the 10-33 program which do not allow the use of the MRAP for the majority of high-risk arrest warrant / search warrant service or barricaded gunmen.

FINANCIAL IMPLICATIONS:

By transferring the funds from the Police Department's police service wages account 101-20502-51030 into Project CI2220, the project expenses can be paid, if necessary, into 2023.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Currently, there are no alternatives for completing the Project without the funding from the Police Department.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE ESTABLISHING THE BEARCAT PROJECT NO. CI2220, TRANSFERRING \$300,000 FROM THE POLICE DEPARTMENT ACCOUNT 101-20502-51030 AND BUDGETING AND APPROPRIATING \$300,000 FOR SAID PROJECT

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

The BearCat Project, CI2220, is hereby established.

SECTION 2.

Funds in the amount of \$300,000 are hereby transferred from the Police Department police service wages account 101-20502-51030 into Project No. CI2220, and budgeted and appropriated for said Project.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 12, 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 AN INTERNSHIP BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, WESTERN ILLINOIS UNIVERSITY SCHOOL OF LAW ENFORCEMENT AND JUSTICE ADMINISTRATION, AND KATHERYN BLACK AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an Ordinance approving an internship agreement between the City of Pueblo and Western Illinois University School of Law Enforcement and Justice Administration.

This agreement would allow one of their students to complete an unpaid internship with the Pueblo Police department for the Spring 2023 semester.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

A student from Western Illinois University approached the City of Pueblo to express interest in completing her internship with the Police Department. This is a degree requirement for the student, and she will receive 12 credits for completing approximately 360 contact hours of professional fieldwork. The internship will commence from January 16, 2023 through May 5, 2023. During this 9-week period, the student will work approximately 40 hours per week. This will be an unpaid internship, and the student will be covered by the university's insurance. See enclosed Statement of Insurance and Waiver and Release forms. This internship will grant the opportunity to gain valuable knowledge of the total scope of agency operations including, planning, organizing, and leading program activities as well as opportunities to observe and participate in field experiences.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

Denial of this ordinance will take away the opportunity for this student to experience valuable exposure to the Law Enforcement field.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Internship Contract - Western Illinois Univ

ORDINANCE NO.

AN ORDINANCE APPROVING AN INTERNSHIP BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, WESTERN ILLINOIS UNIVERSITY SCHOOL OF LAW ENFORCEMENT AND JUSTICE ADMINISTRATION, AND KATHERYN BLACK AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Internship Agreement ("Agreement") between the City of Pueblo, a municipal corporation, the Western Illinois University School of Law Enforcement and Justice Administration, a public university, and Katheryn Black, a private person, 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.

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 _____.

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

FORM II
INTERNSHIP AGREEMENT
Western Illinois University
School of Law Enforcement and Justice Administration
LEJA 490: Internship

The internship in Law Enforcement and Justice Administration (LEJA) is designed to provide an opportunity for practical application of classroom theory in professional fieldwork. The student should acquire experience in criminal justice planning, leadership, supervision, and program evaluation by working with an approved criminal justice program under highly trained personnel in varied settings. The student, the instructor, and the agency involved in the field experience will all share in the responsibilities of the experience.

1. The student will achieve approximately 360 contact hours in professional fieldwork and related studies for which s/he will receive 12 semester hours of credit upon satisfactory completion. Any compensation to the intern is completely at the discretion of the participating agency and is not required. However, the student is expected to follow the rules, regulations, and policies of the agency as an intern/volunteer.
2. The School of Law Enforcement and Justice Administration will provide a written guide to the internship, www.wiu.edu/leja (Current Students, Internship Book and Forms). The internship book will be available to delineate philosophy and objectives of the internship; progression and scope of the internship; the policies and procedures, and the forms and reports to be submitted.
3. The School of Law Enforcement and Justice Administration will provide the agency with a Student Information Sheet, Statement of Insurance and Waiver and Release Forms (attached). Evaluation of the agency's participation will be made at least once a year.
4. The student may participate in planning their program for field experience, and will submit weekly reports to the agency and University supervisors; have periodic conferences with agency supervisors; and participate in the final evaluation of internship.
5. The agency and the School of Law Enforcement and Justice Administration will jointly agree upon placement of a student in the agency, after consultation with the student and in consideration of the needs of the student in relation to what the agency can provide. The student will arrange for an interview, if necessary, before a final decision is made. Upon selection of the agency for placement, a general plan for the student during the entire field experience should be developed in consideration of the student's goals and objectives for this experience.
6. The field experience should include multiple experiences with more than one facet of the agency in order to provide an understanding of the total scope of agency operations. For example, interns could be given opportunities to plan, organize, and lead program activities, as well as opportunities to observe and participate in field experiences.
7. When necessary, the agency may alter the above statements to make the requirements appropriate to the agency setting or to meet the student's individual needs. However, the School of Law Enforcement and Justice Administration must be notified of substantial changes.

Western Illinois University's School of Law Enforcement and Justice Administration
And

Pueblo, A Colorado Municipal Corporation
Chief Chris Noeller

<u>200 South Main Street</u>	<u>Pueblo</u>	<u>CO</u>	<u>81003</u>	<u>(719)553-2539</u>
(Street)	(City)	(State)	(Zip)	(Area Code/Phone #)

agree to the provisions of the above statement for the following student: Katheryn Black

Beginning Date: January 16, 2023

Ending Date: May 5, 2023

Signed: Katheryn Black
(Student Signature)

Signed: [Signature]
(Faculty Signature)

Signed Accepted: _____
(Agency Coordinator Signature)

Signed Denied: _____
(Agency Coordinator Signature)

Date: 11/30/22

Date: 11/28/22

Date: _____

Date: _____

This form must be signed either accepted or denied and returned to: LEJA Internship Coordinator, Law Enforcement and Justice Administration (LEJA), Western Illinois University (WIU), One University Circle, Macomb, IL 61455 at your earliest convenience (or fax to 309/298-2516 or email leja-internship@wiu.edu). If accepted, the student will report to the agency the first day of scheduled internship at a time designated by the agency.

Telephone 309/298-1439 - Internship Coordinator, Fax: 309/298-2516
School of LEJA Main Office 309/298-1038 (Fax: 309/298-2187)
E-mail: leja-internship@wiu.edu



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Chris Noeller, Chief of Police

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AN ADDENDUM TO THE DEPARTMENT OF DEFENSE LAW ENFORCEMENT SUPPORT OFFICE ("LESO") PROGRAM STATE PLAN OF OPERATION ("SPO") AND APPLICABLE CONDITIONS PERTAINING THERETO BETWEEN THE STATE OF COLORADO AND THE CITY OF PUEBLO ON BEHALF OF THE PUEBLO POLICE DEPARTMENT RELATING TO DEPARTMENT OF DEFENSE EXCESS PROPERTY CONDITIONALLY TRANSFERRED TO THE CITY

SUMMARY:

This ordinance approves an addendum to an agreement of the existing State Plan of Operation (dated February 2021) between the State and the Pueblo Police Department in reference to the Law Enforcement Support Office (LESO) program. The LESO Program, formerly known as the 1033 Program, authorizes the U.S. Department of Defense Law Enforcement Support Office and the Secretary of Defense to transfer excess Department of Defense supplies and equipment to state and local law enforcement agencies for use in their law enforcement duties.

PREVIOUS COUNCIL ACTION:

No prior Council action exists with respect to this subject matter.

BACKGROUND:

The Law Enforcement Support Office (LESO) within the Department of Defense (DoD), Defense Logistics Agency (DLA), facilitates the 1033 Program, which originated from the [National Defense Authorization Act of Fiscal Year 1997](#). This law allows the transfer of excess DoD property that might otherwise be destroyed to law enforcement agencies across the United States and its territories.

To be eligible to participate in this program, an agency must be a qualified Law Enforcement Agency (LEA). The Pueblo Police Department (PPD) has participated in this program, and its predecessor 1033 program, for many years. During that time, the PPD was able to obtain multiple pieces of decommissioned military equipment and supplies for PPD use, including certain firearms, and the MRAP vehicle. These pieces

have allowed the Department improved response to disaster relief, threats of possible explosives, and other significant law enforcement incidents. The pieces of equipment obtained through the program have been invaluable to the PPD because they decrease the safety risks to officers as they respond to incidents, while enhancing the quality and scope of services the PPD is able to provide to the community with a primary focus on protecting the health and safety of all Pueblo citizens.

Once the department no longer has a use for property gained through the program, it can transfer it to another LEA, turn it back in to the DoD, or otherwise dispose of it.

FINANCIAL IMPLICATIONS:

This agreement will require monitoring, auditing, and submission of financial documents which will impact the City with staffing costs. There is no expected hard cost financial implication associated with this program; however, the City will be responsible for the maintenance costs of equipment obtained through the program.

Matching funds from the City are not required for this grant.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

The Pueblo Police Department supports the agreement to increase the equipment and resources available to the Department.

ALTERNATIVES:

Acceptance of this addendum is required to maintain compliance with the Department of Defense Law Enforcement Support Office ("LESO") Program State Plan of Operation ("SPO") terms and requirements.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FINAL SPO Addendum 08152022

ORDINANCE NO.

AN ORDINANCE APPROVING AND ACCEPTING AN ADDENDUM TO THE DEPARTMENT OF DEFENSE LAW ENFORCEMENT SUPPORT OFFICE ("LESO") PROGRAM STATE PLAN OF OPERATION ("SPO") AND APPLICABLE CONDITIONS PERTAINING THERETO BETWEEN THE STATE OF COLORADO AND THE CITY OF PUEBLO ON BEHALF OF THE PUEBLO POLICE DEPARTMENT RELATING TO DEPARTMENT OF DEFENSE EXCESS PROPERTY CONDITIONALLY TRANSFERRED TO THE CITY

WHEREAS, WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept property or equipment from the federal and state governments for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the State Plan of Operation ("SPO") Agreement and Addendum between the State of Colorado and the City of Pueblo permits excess federal property to be conditionally transferred to the City and Pueblo Police Department for its use, subject to upon terms and conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the Addendum 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 Addendum to the State Plan of Operation ("SPO") Agreement between the State of Colorado and City of Pueblo, having been approved as to form by the City Attorney, is hereby approved and accepted in accordance with its terms and conditions. All prior related agreements including the State Plan of Operation ("SPO") are hereby approved and ratified.

SECTION 2.

The Mayor of the City is authorized to execute the Agreement in the name of the City, and the City Clerk is directed to affix the seal of the City thereto and attest same.

SECTION 3.

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

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



**DEFENSE LOGISTICS AGENCY
DISPOSITION SERVICES
74 WASHINGTON AVENUE NORTH
BATTLE CREEK, MICHIGAN 49037-3092**

GPL

August 15, 2022

**MEMORANDUM FOR LAW ENFORCEMENT SUPPORT OFFICE (LESO) PROGRAM
PARTICIPATING LAW ENFORCEMENT AGENCY (LEA)**

SUBJECT: Addendum to LESO Program State Plan of Operation (SPO)

This addendum amends the existing State Plan of Operation (dated February 2021) between the State and Law Enforcement Agency (LEA) and is herein referred to as the SPO Addendum. The SPO Addendum implements requirements found within Presidential Executive Order (EO) 14074 (Section 12), signed on May 25, 2022. In accordance with current SPO-Paragraph 17, notice is being provided of a unilateral change to the SPO. Unless an LEA takes immediate action to terminate the current SPO, the modifications or amendments will become binding.

1) ROLES AND RESPONSIBILITIES The State Shall:

- a) Ensure each LESO Program participating Law Enforcement Agency (LEA) has signed the LESO-approved SPO Addendum no later than January 1, 2023. The SPO Addendum will be signed by the Chief Law Enforcement Official (CLEO) (or assigned designee) and the current State Coordinator (SC) (or authorized State Point of Contact [SPOC]).
- b) Provide LESO with a comprehensive list of LEAs who do not sign the SPO Addendum by January 1, 2023. LESO will restrict the LEA to ensure LEA may not request or receive “controlled” property as defined within this addendum.

2) MODIFICATION TO DEFINITION OF “CONTROLLED” PROPERTY This SPO Addendum adds the below items to the “controlled” property definitions currently found in the 2021 SPO. These items are added pursuant to EO 14074 which reestablishes EO 13688. In 2017, the Law Enforcement Equipment Working Group (established by EO 13688), further added, deleted and refined the definitions of “controlled” items in their annual equipment list review. Provisions within the 2021 MOA applicable to “controlled” property apply to the items listed below (regardless of DEMIL and/or DEMIL Integrity Code). Title and ownership of the “controlled” property listed below remains with the DoD in perpetuity and will not be relinquished to the LEA (regardless of DEMIL and/or Integrity Code). The LESO retains final authority to determine what items qualify as “controlled” property. The below items listed in Section 1.2 of Law Enforcement Equipment Working Group (LEEWG) Recommendations (as modified in 2017), will be managed and issued as controlled property unless other restrictions or conditions are noted:

- a) *Manned Aircraft, Fixed Wing:* Powered aircraft with a crew aboard, such as airplanes, that use a fixed wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).
- b) *Manned Aircraft Rotary Wing:* Powered aircraft with a crew aboard, such as helicopters, that use a rotary wing for lift. (Note: These items were previously listed as controlled in LESO Program. Any aircraft without commercial application are prohibited).

- c) *Unmanned Aerial Vehicles*: A remotely piloted powered aircraft without a crew onboard. (Note: These items are not currently issued in the LESO Program).
- d) *Armored Vehicles, Wheeled*: Any wheeled vehicle either purpose-built or modified to provide ballistic protection to its occupants, such as a Mine-Resistant Ambush Protected (MRAP) vehicle or an Armored Personnel Carrier (APC). These vehicles are sometimes used by law enforcement personnel involved in dangerous operating conditions, including active shooter or similar high-threat situations. These vehicles often have weapon-firing ports. (Note: These vehicles were previously considered controlled due to DEMIL code and are now prohibited unless certification requirements in Section 3 are met).
- e) *Tactical Vehicles, Wheeled*: A vehicle purpose-built to operate on- and off- road in support of military operations, such as a High Mobility Multi-purpose Wheeled Vehicle (HMMWV), 2.5-ton truck, 5-ton truck, or a vehicle with a breaching or entry apparatus attached. These vehicles are sometimes used by law enforcement in rough terrain or inclement weather for search and rescue operations, as well as other law enforcement functions. This excludes commercially available vehicles not tactical in nature, such as pick-up trucks or SUVs. (Note 1: This is LEEWG modified definition from 2017. Note 2: All tactical vehicles will now be considered controlled, and title will not pass. Note 3: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).
- f) *Command and Control Vehicles*: Any wheeled vehicle either purpose-built or modified to facilitate the operational control and direction of public safety units responding to an incident. Command and control vehicles provide a variety of capabilities to incident Commander, including, but not limited to, the provision for enhanced communications and other situational awareness capabilities. Command and Control Vehicles are similar to a recreational vehicle and can accommodate multiple people at multiple workstations in the command center. This category does not include SUVs and is not intended for other types of vehicles that could serve as a command-and-control center. (Note 1: This is the LEEWG modified definition from 2017. Note 2: Armored vehicles in this category will be considered prohibited unless certification requirements in Section 3 are met).
- g) *Specialized Firearms and Ammunition Under .50-Caliber (excludes firearms and ammunition designed for regularly assigned duties) and less lethal launchers*: Weapons and corresponding ammunition for specialized operations or assignment. This includes launchers specifically designed and built to launch less lethal projectiles. This excludes weapons such as service issued handguns, rifles or shotguns that are issued or approved by the agency to be used by all sworn officers/deputies during the course of regularly assigned duties. (Note 1: This is the LEEWG modified definition from 2017. Note 2: The LESO Program only issues weapons under .50 caliber that are designed for regularly assigned duties).
- h) *Explosives and Pyrotechnics*: Includes “flash bangs” as well as explosive breaching tools often used by special operations units. (Note: These items were previously prohibited in the LESO Program and are now specifically prohibited in EO 14074).
- i) *Breaching Apparatus*: Tools designed to provide rapid entry into a building or through a secured doorway. These tools may be mechanical in nature (a battering ram connected to a vehicle or a propellant), ballistic (slugs), or explosive. This category does not include dual purpose tools such as a sledgehammer or bolt cutter. (Note: This is the LEEWG modified definition from 2017).
- j) *Riot/Crowd Control Batons*: Non-expandable of greater length (more than 24 inches) than service-issued types and are intended to protect its wielder during crowd control situations by providing distance from assailants. This category includes all batons with advanced features such as tear gas discharge, electronic or “stun” capabilities. (Note: This is the LEEWG modified definition from 2017).

k) *Riot Helmets*: Helmets designed to protect the wearer's face and head from injury during melees from projectiles including rocks, bricks, liquids, etc. Riot helmets include a visor which protects the face. (Note 1: The LEEWG removed these items from the controlled list in 2017. Note 2: LESO does not issue Kevlar helmets based on DoD policy).

l) *Riot/Crowd Control Shields*: Shields intended to protect wielders from their head to their knees in crowd control situations. Most are designed for the protection of the user from projectiles including rocks, bricks, and liquids. Some afford limited ballistic protection as well. (Note: This is the LEEWG modified definition from 2017).

3) PROHIBITED ITEMS THAT MAY BE ISSUED FOR LIMITED PURPOSES EO 14074 lists the below items as "prohibited" for issue under the LESO Program; however identifies specific authorized uses for these "prohibited" items if requested, utilized and annually certified as being used only in authorized manners. When utilized in an authorized manner (as indicated in the below example descriptions), the items are categorized as "controlled" property.

a) *Long Range Acoustic Devices (LRAD) that do not have commercial application*- LRADs are capable of directing sound over great distances at extreme volume in more geographical precision than an ordinary speaker. Certain LRAD capabilities which are aimed at dispersing individuals or groups as a kinetic use-of-force shall not be used. Examples of LRAD capabilities that shall not be used include (but are not limited to) attention commanding alert tones, powerful warning tones and/or deterrent tones.

i) *Authorized uses*- LRADs may only be utilized as a public address system for commercial purposes. Any other use is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with LRADs must certify that the LRAD is utilized exclusively as a public address system for commercial purposes. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify the LRAD is being used in an authorized manner must return LRAD(s) to DLA Disposition Services.

b) *Vehicles that do not have commercial application*- This includes all tracked and armored vehicles, such as a Mine-Resistant Ambush Protected (MRAP), Armored Personnel Carrier (APC), or Armored HMMWV. (Note: This category excludes vehicles with commercial application, such as pick-up trucks, non-armored HMMWVs, 2.5-ton trucks, 5-ton trucks, or SUVs. The LESO Program identifies/defines vehicles with "commercial application" as items with a DEMIL Code of "A" or DEMIL "Q" (with an Integrity Code of 6) that may be sold to the general public under DoD sales programs).

i) *Authorized uses*- EO 14074 allows limited transfer of vehicles that do not have commercial application if the LEA certifies that the vehicle will be used exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. Any other use of these vehicles is not authorized.

ii) *Annual Certification Requirements*- During the LESO Program annual inventory, LEAs with these vehicles must certify that the vehicle(s) is utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief. An LEAs signature on the SPO Addendum agreeing to these new terms will serve as initial certification.

iii) LEAs that do not have a current SPO Addendum on file by January 1, 2023 or who fail to annually certify that the vehicle(s) use is exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief must return vehicle(s) to DLA Disposition Services.

4) ACQUIRING (OR RETAINING) CONTROLLED PROPERTY The State shall:

a) Review, verify and only submit to LESO for approval, requests for controlled property by LEAs who have current SPO and SPO Addendum on file with the state.

b) Ensure LEAs return controlled property to DLA Disposition Services if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

c) Ensure that prior to requesting/acquiring any controlled property, the LEAs:

i) Provide written or electronic notification to the local community of its intent to request controlled property. The notification must be translated into appropriate languages to inform individuals with limited English proficiency. The LESO Program would *recommend* that LEAs provide a notice of intent to request controlled property to the local community on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published.

ii) Provide written or electronic notification to the city council or appropriate local Civilian Governing Body (CGB) of its intent to request controlled property and allow “reasonable opportunity to review” (normally 30-days). The LESO Program would *recommend* that LEAs provide a notice of intent to the CGB on or before January 1, 2023 and at the beginning of each fiscal year (October 1st) thereafter. This notification should include a comprehensive list of any controlled property that may be requested throughout the year. If this notice of intent does not include a specific controlled property item, such item may not be requested in the LESO Program until 30-days after an updated notice is published. Requests for controlled property must comport with all applicable approval requirements of the CGB.

(1) The above requirement includes elected Sheriff’s who also shall notify their CGB or city or county government within their jurisdiction.

(2) In cases of disagreement between requesting LEAs and CGB, the Governor appointed LESO Program State Coordinator (SC) will obtain an advisory opinion from the States Attorney General’s Office on whether CGBs are authorized by state law to deny the request.

iii) *Campus LEAs operating in Institutions of Higher Education (IHE)*- LEAs operating in IHEs otherwise referred to as “Campus Police” or “Campus LEAs” must also adhere to the requirements identified below:

(1) Obtain the IHE Board of Governors (or an equivalent body) *explicit approval* for the acquisition of controlled property. Such approval must be evidenced in the Campus LEAs request submitted to the LESO Program. Silence or inaction by the Campus LEAs Board of Governors does not constitute evidence of approval, and the “reasonable opportunity to review” (normally 30-days) standard does not apply to Campus LEA applications.

(2) Certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

(3) Campus LEAs who receive controlled vehicles are required to remove the militaristic appearance (i.e., painting the vehicle a different color).

5) REGIONAL SHARING AGREEMENTS LESO Program participants who are part of a regional sharing agreement must also adhere to the following requirements. LEAs shall:

a) Provide information regarding the size of the region, including the number and size of the LEA with access to the requested controlled property and the estimated population served.

b) Ensure any controlled property providing support in a regional sharing agreement is utilized in accordance with the LESO Program SPO and this SPO Addendum.

c) Ensure that only LESO Program participants within the regional sharing agreement utilize the controlled property. Agencies/activities who are not LESO Program participants may not utilize or direct the use of controlled property obtained via the LESO Program.

d) Obtain SC/SPOC approval to temporarily conditionally loan property to another LESO Program participant within the regional sharing agreement (if mission requires). If the SC/SPOC approves the temporary conditional loan, it shall be done using an acceptable Equipment Custody Receipt (ECR). At the end of the temporary conditional loan, the item (s) shall be returned to the original LEA for accountability. All requests for conditional loans will be based on bona fide law enforcement requirements.

i) The LESO Program participant with controlled property on their inventory must certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan:

(1) Has adopted requisite protocols (in Section 6 below) or will adopt those protocols before their personnel use the controlled property,

(2) Have provided requisite training (in Section 7 below) or will provide that training before their personnel use the controlled property, and

(3) Will adhere to the information collection and retention requirements (in Section 8 below).

ii) The LEA conditionally loaning the controlled property will remain accountable to the LESO Program to ensure the above provisions are met.

6) POLICIES/PROCEDURES LEAs must establish policies/procedures that are consistent with the standards listed below, in order to request or maintain controlled property. LEAs must:

a) Adopt and comply with general policing standards.

i) *Community Policing*- LEA policies/procedures should reflect the concept that trust and mutual respect between police and the communities they serve are critical to public safety. Community policing fosters relationships between law enforcement and the local community which promotes public confidence in LEAs therefore increasing LEA ability to investigate crimes and keep the peace.

ii) *Constitutional Policing*- LEA policies/procedures must emphasize that all police work should be carried out in a manner consistent with the requirements of the U.S. Constitution and federal law. Policies/procedures must include First, Fourth, and Fourteenth Amendment principles in law enforcement activity, as well as compliance with Federal and State civil rights laws. LEA certified law enforcement officers receive training on the rights embodied by such Constitutional Amendments and how these amendments inform policing policies/procedures.

iii) *Community Input and Impact*- LEA policies/procedures must identify mechanisms that LEAs will use to engage the communities they serve to inform them and seek their input about LEAs actions, role in, and relationships with the community. LEAs should make particular efforts to seek the input of communities where controlled property is likely to be used so as to mitigate the effect that such use may have on public confidence in the police. This could be achieved through the LEAs regular interactions with the public through community forums, town halls, or meetings with the Chief, or community outreach divisions.

b) Adopt and comply with controlled property standards.

i) *Appropriate Use of Controlled Property*- LEA policies/procedures must define appropriate use of controlled property; officers who are authorized to use controlled property must be trained on these policies/procedures. LEAs should examine scenarios in which controlled property will likely be deployed, the decision-making processes that will determine whether controlled property is used, and the potential that both use and misuse of controlled property could create fear and distrust in the community. Policies/procedures should consider whether measures can be taken to mitigate that effect (i.e., keep armored vehicles at a staging area until needed) and any alternatives to the use of such property and tactics to minimize negative effects on the community, while preserving officer safety.

ii) *Supervision of Use*- LEA policies/procedures must specify appropriate supervision of personnel operating or utilizing controlled property. Supervision must be tailored to the type of controlled property being used and the nature of the engagement or operation during which the property will be used. Policies/procedures must describe when a supervisor of appropriate authority is required to be present and actively overseeing the property being used.

iii) *Effectiveness Evaluation*- LEA policies/procedures must articulate that the LEA will regularly monitor and evaluate the effectiveness and value of controlled property to determine whether continued deployment and use is warranted on operational, tactical, and technical grounds. LEAs should routinely review after-action reports and analyze any data on, for example, how often controlled property is used or whether controlled property is used more frequently in certain law enforcement operations or in particular locations or neighborhoods.

iv) *Auditing and Accountability*- LEA must establish policies/procedures that are designed to prevent misuse, unauthorized use and/or loss of controlled property. LEA will hold personnel accountable to agree and comply with State, local, Tribal and Federal controlled property use policies/procedures.

v) *Transparency and Notice*- LEA policies/procedures must articulate that LEA will engage the community regarding controlled property, policies/procedures governing its use, and review of “significant incidents” (as defined in Section 8), with the understanding that there are reasonable limitations on disclosures of certain information and law enforcement sensitive operations and procedures.

c) Must adopt and comply with record-keeping requirements for controlled property.

i) Upon LESO request, LEAs must provide a copy of the general policing standards and specific controlled property standards that were adopted, to include any related policies/procedures.

ii) *Record-Keeping Requirement*- LEAs must retain comprehensive training records, either in the personnel file of the officer who was trained or by the LEAs training division or equivalent entity, for a period of at least three (3) years, and must provide a copy of these records, upon LESO request.

7) TRAINING LEAs that request or have acquired controlled property via the LESO Program must establish written policies/procedures for controlled property use, and all personnel who are authorized to use the controlled property will be trained on these policies/procedures. LEAs must:

a) Provide annual training on general policing standards to personnel who may use the controlled property.

b) Provide annual training on property standards to personnel who may use the controlled property.

c) Provide controlled property operational and technical training to personnel and ensure personnel are proficient prior to using controlled property.

d) Provide scenario-based training to personnel that combines constitutional and community policing principles with controlled property specific training. LEA personnel authorizing or directing the use of controlled property should have enhanced scenario-based training to examine, deliberate, and review the circumstances in which controlled property should or should not be used.

8) DOCUMENTATION REQUIRED FOR “SIGNIFICANT INCIDENTS” LEAs must collect and retain the information (described below) when any law enforcement activity involves a “Significant Incident” which requires (or results in) the use of controlled property on the LEAs inventory. A “Significant Incident” is defined as any law enforcement operation or action that involves: 1) a violent encounter among civilians or between civilians and the police, 2) a use-of-force that causes death or serious bodily injury, 3) a demonstration or other public exercise of First Amendment rights, or 4) an event that draws, or could be reasonably expected to draw, a large number of attendees or participants, such as those where advanced planning is needed. LEAs must:

a) Collect and retain documentation for controlled property used in a “Significant Incident” for a minimum of three (3) years after the incident has occurred. The LEA must provide documentation to LESO upon request.

i) Documentation should also be made available to the community the LEA serves in accordance with applicable policies/procedures with exemptions made concerning the disclosure of any sensitive information.

b) No new report or format is required for “Significant Incident” reports so long as information is easily accessible and organized. The required information may already exist in a police report, operations plan, officer daily log, incident report, after-action report or described in a use-of-force report. If required information (annotated below) is contained in a pre-existing reports, the LEA must simply ensure that the report includes information that controlled property was used. Required information is listed below:

i) Name and quantity of controlled property used, including relevant details such as make/model/serial number of controlled property used.

- ii) Description of the LEA action/operation involving the controlled property.
- iii) Identification of LEA personnel who used and directed the use of the controlled property.
- iv) Identify or describe civilians who were the subject or target of LEA action/operation. For large crowds or multiple persons, the LEA must provide general description of the civilians (i.e., a crowd of approximately 250 people).
- v) Result of the action/operation in which controlled property was used (i.e., arrests, citations, injuries or fatalities, use-of-force, victim extraction, or property damage).

9) ANNUAL CERTIFICATIONS By signing the SPO Addendum, the LEA agrees to the below certification statements. In addition, the LEA must annually certify compliance with the below certification statements during the Annual LESO Program Inventory. LEAs must:

- a) Certify they have authorization from their CGB to participate in the LESO Program.
- b) Certify they have provided their CGB and local community a comprehensive list of controlled property that may be requested through the LESO Program.
 - i) Notification may be made electronically or in writing and must be translated into appropriate languages to inform individuals with limited English proficiency. It is recommended this notification be done on an annual basis.
 - ii) If controlled property is not identified in the comprehensive list provided to the CGB and local community, an updated notification to CGB and local community must be made. The CGB and local community will be afforded 30-days to review what additional items are being requested.
- c) Certify the request for controlled property comports/complies with all applicable approval requirements of the CGB.
- d) Certify they have adopted and comply with controlled property standards (i.e., appropriate use, supervision of use, effectiveness evaluation, auditing/accountability of use, transparency/notice of use, and record-keeping requirements).
- e) Certify they have provided annual training to personnel on the maintenance, sustainment, and appropriate use of controlled property, including respect for the rights of citizens under the Constitution of the United States and de-escalation of force.
- f) (*LEAs with LRADs*) Certify that the LRAD is utilized exclusively as a public address system for commercial purposes.
- g) Certify that controlled property vehicle(s) are utilized exclusively for disaster-related emergencies; active shooter scenarios; hostage or other search and rescue operations; or anti-terrorism preparedness, protection, prevention, response, recovery, or relief.
- h) Certify that controlled property requiring a license (or other authorization), is only utilized by personnel who hold license (or other authorization) to operate such property.
- i) Certify that controlled property will be returned to DLA Disposition Services when no longer needed.
- j) Certify that they are abiding by the current LESO Program SPO and SPO Addendum, and maintain a signed copy of these documents on file.

k) Certify the Application for Participation on-file with LESO Program is current and accurately reflects the number of officers in the agency when fully staffed. (Note: If Application for Participation is not accurate, LEA must provide an updated Application for Participation to State Coordinators Office).

l) Certify they are compliant with LESO Program allocation limits. (Note: Property allocation limits are based on the number of officers at an LEA when fully staffed).

m) Certify that they agree to return the controlled property if the Department of Justice (DOJ) determines or a Federal, State, Tribal, local, or territorial court enters a final judgment finding that the LEA has engaged in a pattern or practice of civil rights violations.

n) *Campus LEAs (as described in Section 4)* must also certify that their policies and training include specific provisions on using controlled property in a way that does not chill speech, is not disruptive to the educational environment, and does not foster a hostile climate among students.

o) *Program participants who are part of a regional sharing agreement (as described in Section 5)*, must also certify that the other LESO Program participant in the regional sharing agreement requesting the property under a conditional loan: 1) Have adopted requisite protocols in (as described in Section 6) or will adopt those protocols before their personnel use the controlled property, 2) Have provided requisite training (as described in Section 7) or will provide that training before their personnel use the controlled property, and 3) Will adhere to the information collection and retention requirements (as described in Section 8).

10) SAVINGS CLAUSE/INTERPRETATION Nothing in this SPO Addendum shall be construed to impair or otherwise affect the requirements under the existing SPO between the State and LEA (dated February 2021), unless expressly amended herein. To the extent there is a disagreement concerning the interpretation of this SPO Addendum or the extent this SPO Addendum affects requirements under the existing SPO, the disagreement shall be resolved at the exclusive discretion of the LESO Program.

11) AGREEMENTS OF PARTIES By signing this SPO Addendum, the State and LEA acknowledges and accepts these changes. The SPO Addendum must be signed by LEAs no later than January 1, 2023 to remain eligible for LESO Program participation. The changes contained in this SPO Addendum are acknowledged and accepted by the following:

Governor-appointed State Coordinator State of Colorado

Title (Print): State Coordinator

Name (Print): Kellye Potocki

Signature (Sign): Kellye Potocki Date MM/DD/YYYY: 9-13-2022

Law Enforcement Agency Name: _____

Chief Law Enforcement Official (CLEO) Title (Print): _____

Name (Print): _____

Signature (Sign): _____ Date MM/DD/YYYY: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Trevor Gloss, Assistant City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 10 OF TITLE IX OF THE PUEBLO MUNICIPAL CODE, UPDATING BUSINESS LICENSING PROVISIONS RELATED TO EMPLOYMENT AGENCIES

SUMMARY:

Attached for consideration is a text amendment that will amend Chapter 10 of Title IX of the Pueblo Municipal Code, updating business licensing provisions related to employment agencies.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Pueblo Municipal Code Sections 31 through 37 of Chapter 10, Title IX, as originally enacted and still in force, require employment agencies to meet certain business licensing requirements. However, these provisions have not been amended since originally enacted in 1957, and changes are needed to bring the provisions up to date with current law. This Ordinance makes those required changes.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the code is not amended in accordance with this Ordinance, the code provisions as they are may be found to conflict with current law.

RECOMMENDATION:

Staff recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 10 OF TITLE IX OF THE
PUEBLO MUNICIPAL CODE, UPDATING BUSINESS LICENSING
PROVISIONS RELATED TO EMPLOYMENT AGENCIES

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

SECTION 1.

Section 9-10-31 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 9-10-31. Employment and intelligence office or agency; license required; definition.

{{(a)}} It shall be unlawful for any person to keep open or establish within the limits of the City any intelligence or employment office **or agency, hereinafter "Employment Agency"**, for the purpose of procuring or obtaining for money or other valuable consideration, either directly or indirectly, any work, employment or occupation for persons seeking the same, or to otherwise engage in the business or to otherwise act as a broker between employers and parties seeking work without first having obtained a license from the City so to do.

{{(b)}} Wage broker shall mean any person loaning money directly or indirectly to any employee or wage earner upon the security of, or in consideration of, any assignment of the wages or salary of such employee or wage earner.}

SECTION 2.

Section 9-10-32 of the Pueblo Municipal Code is hereby amended to read as follows:

9-10-32. Fees; bond, amount, conditions, renewal.

(a) The annual license fee shall be fifty dollars (\$50.00) entitling the licensee to do business until the first day of the next calendar year.

(b) The applicant shall deposit with the {City Clerk} **Licensing Officer** a bond in the penal sum of one thousand dollars (\$1,000.00) with two (2) or more sureties, or reliable surety company, to be approved by the City Attorney, payable to the City, conditioned that the person applying for the license will comply with the ordinances of the City relative to {intelligence or employment offices} **Employment Agencies**, and will pay all damages occasioned to any person by reason of any misstatement, misrepresentation, fraud or deceit made in carrying on the business for which they are licensed. If at any time the sureties {, or any of them,} on any such bond {shall} become irresponsible, the person holding any such license shall, upon notice from the {City Clerk} **Licensing Officer**, give a new bond to be approved as {hereinbefore} **herein** provided. Failure to give a new bond, within ten (10) days after notice, shall **be a violation of these ordinances and** operate as a {revocation} **surrender** of such license.

SECTION 3.

Section 9-10-33 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 9-10-33. Certificate, display; rates.

It shall be the duty of all persons licensed hereby to keep the {same} **license certificate** publicly exposed to view, in a conspicuous place in their office or place of business, together with a printed schedule of the fees to be charged for service, {, which fees shall be as follows, to wit: for males, five percent (5%) and no more, on one (1) month's wages and board; for

females, three percent (3%) and no more on one (1) month's wages and board; and no other so called bonus or fee shall be exacted from such applicant.} Every person paying the required fee shall receive a receipt for the same, which receipt shall state in plain terms the agreement between the {intelligence or employment agent or broker} **Employment Agency** and the person paying such fee, and if the terms of such agreement are not fulfilled, then such fee shall be returned to the person paying the same.

SECTION 4.

Section 9-10-34 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 9-10-34. Register required; information entered; inspection.

Persons duly licensed under this Article shall {enter upon a register to be kept for that purpose} **record in a register** every order received from any person desiring the services of {persons seeking work or employment} **the Employment Agency**; the name and address of the person from whom such order was received; the number of persons wanted; the nature of the work or employment; the wages to be paid; and a correct record of the names of all persons who have been sent to procure work or employment on such order. No order for help shall be considered a bona fide order unless the same shall be entered upon a register as herein before provided. There shall also be entered {upon} **in** such register the names of all applicants depositing a fee for the purpose {of registering their names with a view} of obtaining work or employment, and the nature of the work or employment wanted. Such register shall be open at all reasonable hours to inspection by the Chief of Police or any law enforcement officer.

SECTION 5.

Section 9-10-35 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 9-10-35. Illegal acts.

It shall be unlawful for any person or his or her agent or employee, engaged in the business of employment or intelligence agent or broker, to give any false information, to make any misstatements or make any false promises concerning any work, employment or occupation, {to charge a greater fee for his or her services to applicants than is provided herein,} to fail to keep {such} a register{,} as is provided for herein, to make any false entries in such register, to send out any help {, male or female,} without having previously obtained a written bona fide order for such help, or to violate any other of the provisions {hereof} **of the Pueblo Municipal Code**.

SECTION 6.

Section 9-10-36 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 9-10-36. Fee splitting.

It shall be unlawful for any person keeping an {intelligence or employment office} **Employment Agency** to send out help to contractors or other employers {of help}, and divide the {office} **collected** fees with such contractors or employers {of help, or their foreman}, or anyone in their employ.

SECTION 7.

Section 9-10-37 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 9-10-37. Exclusions.

Nothing herein contained shall be construed so as to require any religious or charitable association, which may assist in procuring situations or employment for persons seeking the same, to obtain a license so to do, provided that they receive no fees in payment therefor.

SECTION 8.

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

SECTION 9.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 12, 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 AMENDING CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE IV RELATING TO THE CARRYOUT BAG FEES IMPOSED PURSUANT TO THE PLASTIC POLLUTION REDUCTION ACT, SECTION 25-17-501 ET SEQ., C.R.S., AND PROVIDING FOR THE ENFORCEMENT, COLLECTION, REMITTANCE, AND DISTRIBUTION OF SAID FEES

SUMMARY:

Attached for consideration is a new Article IV of Chapter 3 of Title VII of the Pueblo Municipal Code that would provide for the collection, remittance, and distribution of the carryout bag fees collected pursuant to Sec. 25-17-501 et seq., C.R.S., as amended, as well as the penalty for failure to comply with the provisions of said Article.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

On July 6, 2021, Governor Jared Polis signed into law the Plastic Pollution Reduction Act (HB21-1162). Beginning January 1st, 2023, certain retailers will be required to collect a \$0.10 fee for every recycled paper or single-use plastic carryout bag provided to a customer for his or her use. According to the Act, sixty percent (60%) of the fee is required to be remitted to the municipality where the transaction occurred. The Act provides that the funds received by the municipality where the transaction occurred are to be separated from other funds and used for specific purposes related to the implementation of this legislation. The attached Ordinance addresses and provides for the method and manner of collection, remittance and use of such fees as well as providing penalties for violations thereof.

FINANCIAL IMPLICATIONS:

Not significant. It is anticipated that the effect of the Ordinance will provide for more orderly collection of the carryout bag fees and likely increase the amount of such fees received by the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

The City Council can choose to not act, and the provisions contained in this Ordinance would not be applicable. As a result, there would be no clear legislation providing for the method and manner of collection, remittance and use of such fees nor any enforcement provisions all of which are authorized by the Plastic Pollution Reduction Act.

RECOMMENDATION:

The proposed Ordinance be passed and approved.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE BY THE ADDITION OF A NEW ARTICLE IV RELATING TO THE CARRYOUT BAG FEES IMPOSED PURSUANT TO THE PLASTIC POLLUTION REDUCTION ACT, SECTION 25-17-501 ET SEQ., C.R.S., AND PROVIDING FOR THE ENFORCEMENT, COLLECTION, REMITTANCE, AND DISTRIBUTION OF SAID FEES

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

Chapter 3 of Title VII of the Pueblo Municipal Code is amended by the addition of a new Article IV to read as follows:

ARTICLE IV – Plastic Pollution Reduction Act

Section 7-3-46. – Definitions.

The following definitions shall apply to words and phrases used in this Article:

“Act” shall mean Plastic Pollution Reduction Act, §25-17-501 et seq. C.R.S., as amended.

“Carryout Bag Fee” shall mean the fee imposed pursuant to Section 25-17-505, C.R.S., as amended.

“Retail Food Establishment” shall have the same meaning as that term is defined in Section 25-17-503(9), C.R.S., as amended.

“Store” shall have the same meaning as that term is defined in in Section 25-17-503(14), C.R.S., as amended.

Section 7-3-47. – Recordkeeping and audits.

(a) Each Store required to collect and remit Carryout Bag Fees shall maintain accurate and complete records of such fees collected and the number of recycled paper or single-use carryout bags provided to customers, and shall also maintain such books, accounts, invoices, or other documentation necessary to verify the accuracy and completeness of such records. It shall be the duty of each Store to keep and preserve all such documents and records, including any electronic information, for a period of three (3) years from the end of the calendar year in which the documents or records were generated. In the event of an audit, investigation or other enforcement action, records and documents must be retained until three (3) years after notice of completion or resolution of such audit, investigation or enforcement action.

(b) If requested, each Store shall make the foregoing records available for inspection and audit by the City during regular business hours so that the City may verify compliance with the provisions of this Article and the Act. To the extent permitted by law, all such records shall be treated as confidential commercial information.

Section 7-3-48. – Payment to and administration of the Carryout Bag Fees by the City.

(a) Each Store required to collect and remit Carryout Bag Fees pursuant to the Act shall remit the required portion of those fees to the City of Pueblo Finance

Department, along with a form provided by the Director of the Finance Department for that purpose.

(b) Any and all funds remitted to the Finance Department pursuant to subsection (a) of this section shall be credited and deposited into a special fund designated as the "Plastic Pollution Reduction Fund", which shall be segregated from all other City funds. Said funds shall not be transferred therefrom to any other account of the City or used for any purpose except:

(1) To pay for any administrative and enforcement costs incurred as a result of this Article or the Act; and

(2) To pay for any recycling, composting, or other waste diversion programs and related outreach and education activities.

(c) Any Store required to remit fees pursuant to the Act shall remit on a quarterly basis starting April 1, 2024, the total amount that is owed to the City in the previous quarter. The fees due to the City by the Store shall be due on the twentieth day of the month following the conclusion of each calendar quarter. With respect to fees collected in calendar year 2023, said fees shall be remitted to the City no later than April 20, 2024.

(d) A Store need not remit Carryout Bag Fees collected in any quarter in which the collected fees total less than twenty dollars. The Store shall retain those collected fees until the store has more than twenty dollars worth of collected fees to remit and shall remit those fees as part of the next quarterly remittance.

Section 7-3-49. – Director of Finance’s Authority.

The Director of Finance shall have the authority to prepare and promulgate such rules, regulations, and forms necessary to carry out the provisions of this Article.

Section 7-3-50. – Restriction and Prohibitions on Use.

A Store or Retail Food Establishment located within the City shall comply with all restriction and prohibitions on use set forth within Sections 25-17-504 and 25-17-506 of the Act.

Section 7-3-51. - Violations and penalties.

It shall be unlawful and a Class 2 municipal offense for any Store or Retail Food Establishment to violate any of the provisions of this Article; provided, however, the City shall not enforce any violation of this Article or the Act against a Retail Food Establishment located within a school. Each retail sales transaction in which a violation of this Article is committed, regardless of whether multiple violations of this Article are committed in one retail sales transaction, constitutes a single violation of this Article.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: December 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance
Robert Jagger, Deputy City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTION 14-4-21 OF TITLE IVX OF CHAPTER 4 OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CITY'S SALES AND USE TAX CODE AND EXCLUDING THE STATE CARRYOUT BAG FEE FROM THE DEFINITION OF PURCHASE PRICE

SUMMARY:

The proposed Ordinance excludes the State's carryout bag fee from being subject to City's sales tax.

PREVIOUS COUNCIL ACTION:

The City Sales and Use Tax Code has been amended numerous times to address issues relative payment, collection, settlement, refund and enforcement.

BACKGROUND:

By recent legislation, the State of Colorado has imposed a disposable bag fee on stores that provide recycled paper or single-use plastic carryout bags to their customers. The proposed Ordinance excludes such fee from being included in the definition of purchase price as such term is used in the Sales and Use Tax Code. By such exclusion, the carryout bag fee will not be subject to City's sales tax, but the disposable bag fee will still be imposed pursuant to State law.

FINANCIAL IMPLICATIONS:

The amount of any decrease in sales tax revenue is not reasonably subject to calculation but is not believed to be significant.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not passed, the bag fee will be subject to City sales tax.

RECOMMENDATION:

The proposed Ordinance be passed and approved.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 14-4-21 OF TITLE IVX OF CHAPTER 4 OF THE PUEBLO MUNICIPAL CODE RELATING TO THE CITY'S SALES AND USE TAX CODE AND EXCLUDING THE STATE CARRYOUT BAG FEE FROM THE DEFINITION OF PURCHASE PRICE

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

SECTION 1.

Subsection 24 of Section 14-4-77 of the Pueblo Municipal Code, is amended to read as follows:

Sec. 14-4-21. Definitions.

When not clearly otherwise indicated by the context, the following words and phrases, as used in this Chapter, shall have the following meanings:

. . .

(24) *Price or purchase price* means the price to the consumer, exclusive of any direct tax imposed by the federal government or by this Article, and, in the case of all retail sales involving the exchange of property, also exclusive of the fair market value of the property exchanged at the same time and place of the exchange, if:

- a. Such exchanged property is to be sold thereafter in the usual course of the retailer's business; or
- b. Such exchanged property is a vehicle and is exchanged for another vehicle and both vehicles are subject to licensing, registration or certification under the laws of this State, including, but not limited to, vehicles operating upon public highways, off-highway recreation vehicles, watercraft and aircraft. Any money or other consideration paid over and above the value of the exchanged property is subject to tax.

Price or purchase price includes:

- a. The amount of money received or due in cash and credits.
- b. Property at fair market value taken in exchange but not for resale in the usual course of the retailer's business.
- c. Any consideration valued in money, such as trading stamps or coupons whereby the manufacturer or someone else reimburses the retailer for part of the purchase price and other media of exchange.
- d. The total price charged on credit sales, including finance charges which are not separately stated. An amount charged as interest on the unpaid balance of the purchase price is not part of the purchase price unless the amount added to the purchase price is included in the principal amount of a promissory note; except the interest or carrying charge set out separately from the unpaid balance of the purchase price on the face of the note is not part of the purchase price. An amount charged for insurance on the property sold and separately stated is not part of the purchase price.
- e. Installation, delivery and wheeling-in charges included in the purchase price and

not separately stated.

- f. Transportation and other charges to effect delivery of tangible personal property to the purchaser.
- g. Indirect federal manufacturers' excise taxes, such as taxes on automobiles, tires and floor stock.
- h. The gross purchase price of articles sold after manufacturing or after having been made to order, including the gross value of all the materials used, labor and service performed and the profit thereon.

Price or purchase price shall not include:

- a. Any sales or use tax imposed by the State or by any political subdivision thereof.
- b. The fair market value of property exchanged if such property is to be sold thereafter in the retailer's usual course of business. This is not limited to exchanges in Colorado. Out-of-state trade-ins are an allowable adjustment to the purchase price.
- c. Discounts from the original price if such discount and the corresponding decrease in sales tax due is actually passed on to the purchaser. An anticipated discount to be allowed for payment on or before a given date is not an allowable adjustment to the price in reporting gross sales.

d. Carryout bag fees imposed pursuant to Section 25-17-505, C.R.S., as amended.

. . .
SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: December 12, 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 TRANSFERRING FUNDS IN THE AMOUNT OF \$450,000 FROM PROJECT CI2204, STREET REHABILITATION PROJECT TO CI2121, 18TH STREET EXTENSION, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,541,884 TO K.R. SWERDFEGER CONSTRUCTION FOR PROJECT NO. 22-082, WEST 18TH STREET EXTENSION, SETTING FORTH \$200,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution transferring \$450,000 from Project CI2204, Street Rehabilitation Project to CI2121, 18th Street Extension Project, awarding a construction contract to K.R. Swerdfeger Construction for 22-082, West 18th Street Extension.

PREVIOUS COUNCIL ACTION:

Ordinance 10067, passed and approved on December 13, 2021, established a new project account CI2121 - 18th Street Extension and budgeted and appropriated funds in the amount of \$1,300,000 from the unappropriated General Fund balance to said project account.

BACKGROUND:

West 18th Street extends from Pueblo Boulevard on the west to Mineral Palace Park at its easternmost end. It is not, however, a through street as there are two breaks in continuity along the route. One of the breaks occurs as West 18th Street approaches the campus of the Colorado Mental Health Institute at Pueblo. The other is a two-block stretch to the west of Chavez-Huerta K-12 Preparatory Academy between Perry Avenue and Spaulding Avenue. This project will complete construction of the missing section between Perry Avenue and Spaulding Avenue, providing improved transportation network connectivity through Pueblo's West Side, spurring development, and improving response times for emergency responders that may be dispatched to the area.

The project scope will include civil work required to install utilities, sidewalk, curb, and gutter, and build the roadway.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$450,000.00 will be transferred from Project CI2204, Street Rehabilitation Project to CI2121, 18th Street Extension Project.

Funding (including contingencies) in the amount of \$1,741,884.00 will be paid from account CI2121, 18th Street Extension Project.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 22-082 Bid Summary West 18th Street Extension

RESOLUTION NO. 15094

A RESOLUTION TRANSFERRING FUNDS IN THE AMOUNT OF \$450,000 FROM PROJECT CI2204, STREET REHABILITATION PROJECT TO CI2121, 18TH STREET EXTENSION, AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$1,541,884 TO K.R. SWERDFEGER CONSTRUCTION FOR PROJECT NO. 22-082, WEST 18TH STREET EXTENSION, SETTING FORTH \$200,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 22-082, West 18th Street Extension have been received and examined; and

WHEREAS, the proposal of K.R. Swerdfeger Construction, was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-082, West 18th Street Extension to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$450,000.00 shall be transferred from account CI2204, Street Rehabilitation Project to CI2121, 18th Street Extension.

SECTION 2.

City Council authorizes Project No. 22-082, West 18th Street Extension to be performed, and the contract for said project is hereby awarded to K.R. Swerdfeger Construction in the amount of \$1,541,884.00.

SECTION 3.

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

SECTION 4.

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

Contingencies and Additional Work.....\$200,000.00

SECTION 5.

Funds for Project 22-082 (including contingencies and additional work) shall be from Project No. CI2121, 18th Street Extension.

SECTION 6.

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

SECTION 7.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: December 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Bid: 22-082 West 18th Street Extension					K.R. Swerdfeger Construction, LLC	Tony J. Beltramo and Sons, Inc	Kiewit Infrastructure Co.	Wagner Construction, Inc.	Siete, Inc.	A & S Construction, Co.	Avalanche Excavating, Inc.
Opening Date: September 29, 2022 Time: 10:00:00 AM											
Item	Description	Estimated Quantity									
1	Install Curb & Gutter	2340	LF	Unit Price	42.00	36.50	45.00	33.00	30.00	55.00	52.46
				Amount	98,280.00	85,410.00	105,300.00	77,220.00	70,200.00	128,700.00	122,756.40
2	Install 7-inch Reinforced Concrete	3320	SF	Unit Price	24.00	21.70	22.00	20.50	12.00	18.00	34.65
				Amount	79,680.00	72,044.00	73,040.00	68,060.00	39,840.00	59,760.00	115,038.00
3	Remove Curb & Gutter	140	LF	Unit Price	10.00	7.00	20.00	14.00	37.00	21.00	8.09
				Amount	1,400.00	980.00	2,800.00	1,960.00	5,180.00	2,940.00	1,132.60
4	Remove 7-inch Reinforced Concrete	485	SF	Unit Price	3.00	4.00	4.00	5.00	30.00	7.00	4.72
				Amount	1,455.00	1,940.00	1,940.00	2,425.00	14,550.00	3,395.00	2,289.20
5	Install 4-inch Sidewalk	485	SF	Unit Price	13.00	12.95	15.00	14.00	15.00	19.00	21.08
				Amount	6,305.00	6,280.75	7,275.00	6,790.00	7,275.00	9,215.00	10,223.80
6	Install 6-inch Sidewalk	2834	SF	Unit Price	16.00	15.70	22.00	18.00	10.00	23.00	25.34
				Amount	45,344.00	44,493.80	62,348.00	51,012.00	28,340.00	65,182.00	71,813.56
7	Remove Sidewalk	485	SF	Unit Price	3.00	2.00	4.00	2.50	15.00	15.00	4.72
				Amount	1,455.00	970.00	1,940.00	1,212.50	7,275.00	7,275.00	2,289.20
8	4-inch Asphalt Pavement	5265	SY	Unit Price	32.00	30.70	35.00	35.00	26.00	49.00	40.54
				Amount	168,480.00	161,635.50	184,275.00	184,275.00	136,890.00	257,985.00	213,443.10
9	Asphalt Patching	378	SY	Unit Price	80.00	97.00	40.00	75.00	57.00	70.00	82.16
				Amount	30,240.00	36,666.00	15,120.00	28,350.00	21,546.00	26,460.00	31,056.48
10	Sanitary Sewer, 8-inch PVC	1211	LF	Unit Price	68.00	103.10	90.00	95.00	135.00	70.00	116.36
				Amount	82,348.00	124,854.10	108,990.00	115,045.00	163,485.00	84,770.00	140,911.96
11	Sanitary Services, 4-inch PVC	1445	LF	Unit Price	70.00	47.40	60.00	75.00	115.00	60.00	115.20
				Amount	101,150.00	68,493.00	86,700.00	108,375.00	166,175.00	86,700.00	166,464.00
12	Sanitary Manholes, 4-ft Dia.	4	EA	Unit Price	5,000.00	5,900.00	5,500.00	5,500.00	14,000.00	6,000.00	8,389.22
				Amount	20,000.00	23,600.00	22,000.00	22,000.00	56,000.00	24,000.00	33,556.88
13	Storm Sewer, 15-inch RCP	104	LF	Unit Price	140.00	127.30	130.00	230.00	150.00	115.00	161.09
				Amount	14,560.00	13,239.20	13,520.00	23,920.00	15,600.00	11,960.00	16,753.36
14	Storm Sewer, 18-inch RCP	100	LF	Unit Price	130.00	133.30	140.00	170.00	160.00	120.00	167.84
				Amount	13,000.00	13,330.00	14,000.00	17,000.00	16,000.00	12,000.00	16,784.00
15	Storm Sewer, 24-inch RCP	345	LF	Unit Price	115.00	159.45	190.00	150.00	190.00	135.00	205.11
				Amount	39,675.00	55,010.25	65,550.00	51,750.00	65,550.00	46,575.00	70,762.95
16	Storm Sewer, 30-inch RCP	646	LF	Unit Price	145.00	178.15	210.00	190.00	225.00	245.00	238.66
				Amount	93,670.00	115,084.90	135,660.00	122,740.00	145,350.00	158,270.00	154,174.36
17	Type S Inlet, 5-ft x 4.5-ft	4	EA	Unit Price	6,200.00	5,350.00	16,000.00	5,790.00	8,000.00	5,000.00	13,110.81
				Amount	24,800.00	21,400.00	64,000.00	23,160.00	32,000.00	20,000.00	52,443.24
18	Type 1B Manhole, 48-inch Dia.	1	EA	Unit Price	4,500.00	4,300.00	6,500.00	7,050.00	13,000.00	2,000.00	5,729.43
				Amount	4,500.00	4,300.00	6,500.00	7,050.00	13,000.00	2,000.00	5,729.43
19	Type 1B Manhole, 60-inch Dia.	1	EA	Unit Price	6,000.00	5,200.00	9,500.00	8,750.00	15,000.00	13,000.00	7,077.53
				Amount	6,000.00	5,200.00	9,500.00	8,750.00	15,000.00	13,000.00	7,077.53
20	Storm Manhole, Flat Top, 5-ft Dia.	2	EA	Unit Price	5,700.00	5,200.00	8,500.00	8,750.00	26,000.00	10,000.00	9,318.74
				Amount	11,400.00	10,400.00	17,000.00	17,500.00	52,000.00	20,000.00	18,637.48
21	Tactile Warning Bands	64	SF	Unit Price	80.00	127.00	90.00	73.00	440.00	500.00	175.25
				Amount	5,120.00	8,128.00	5,760.00	4,672.00	28,160.00	32,000.00	11,216.00
22	Water Main, 8-inch PVC	1196	LF	Unit Price	68.00	98.45	80.00	95.00	100.00	75.00	126.81
				Amount	81,328.00	117,746.20	95,680.00	113,620.00	119,600.00	89,700.00	151,664.76
23	Tee, 8-inch	3	EA	Unit Price	1,250.00	1,050.00	600.00	2,750.00	1,000.00	1,000.00	2,440.06
				Amount	3,750.00	3,150.00	1,800.00	8,250.00	3,000.00	3,000.00	7,320.18
24	45 Degree Bend, 8-inch	2	EA	Unit Price	875.00	620.00	1,500.00	1,250.00	1,000.00	1,000.00	1,694.56
				Amount	1,750.00	1,240.00	3,000.00	2,500.00	2,000.00	2,000.00	3,389.12
25	Gate Valve, 8-inch	3	EA	Unit Price	2,850.00	2,300.00	2,500.00	3,000.00	7,000.00	3,000.00	21,196.18
				Amount	8,550.00	6,900.00	7,500.00	9,000.00	21,000.00	9,000.00	63,588.54
26	Fire Hydrant Assemblies	1	EA	Unit Price	7,200.00	6,200.00	15,000.00	9,000.00	10,000.00	10,000.00	8,675.02
				Amount	7,200.00	6,200.00	15,000.00	9,000.00	10,000.00	10,000.00	8,675.02
27	Blow Off Assemblies	2	EA	Unit Price	2,250.00	1,800.00	8,000.00	2,000.00	4,000.00	2,000.00	4,106.31
				Amount	4,500.00	3,600.00	16,000.00	4,000.00	8,000.00	4,000.00	8,212.62
28	Thrustblocks	6	EA	Unit Price	170.00	250.00	400.00	600.00	300.00	160.00	930.19
				Amount	1,020.00	1,500.00	2,400.00	3,600.00	1,800.00	960.00	5,581.14
29	Water Services, ¾-inch Type K Copper	1447	LF	Unit Price	63.00	31.55	50.00	90.00	70.00	60.00	110.03
				Amount	91,161.00	45,652.85	72,350.00	130,230.00	101,290.00	86,820.00	159,213.41
30	Earthwork (Cut)	4500	CY	Unit Price	10.00	7.00	12.00	6.50	10.00	30.00	49.34
				Amount	45,000.00	31,500.00	54,000.00	29,250.00	45,000.00	135,000.00	222,030.00
31	Earthwork (Fill)	4100	CY	Unit Price	33.00	28.30	5.00	7.50	10.00	58.00	63.95
				Amount	135,300.00	116,030.00	20,500.00	30,750.00	41,000.00	237,800.00	262,195.00
32	Traffic Control	1	LS	Unit Price	4,800.00	18,000.00	25,000.00	25,000.00	5,000.00	45,000.00	115,506.01
				Amount	4,800.00	18,000.00	25,000.00	25,000.00	5,000.00	45,000.00	115,506.01
33	Erosion Control and Settlement Plan	1	LS	Unit Price	53,000.00	27,000.00	40,000.00	50,000.00	10,000.00	30,000.00	67,847.98
				Amount	53,000.00	27,000.00	40,000.00	50,000.00	10,000.00	30,000.00	67,847.98
34	Mobilization	1	LS	Unit Price	42,875.00	177,330.00	166,000.00	170,000.00	140,000.00	130,000.00	137,884.47
				Amount	42,875.00	177,330.00	166,000.00	170,000.00	140,000.00	130,000.00	137,884.47
35	Install Pavement Markings Per City Plan (Epoxy Pavement Markings – Yellow)	3120	SF	Unit Price	2.00	1.80	3.00	3.50	1.80	4.00	2.83
				Amount	6,240.00	5,616.00	9,360.00	10,920.00	5,616.00	12,480.00	8,829.60
36	Install Pavement Markings Per City Plan (Epoxy Pavement Markings - White)	1560	SF	Unit Price	2.00	1.80	3.00	3.50	1.80	4.00	2.83
				Amount	3,120.00	2,808.00	4,680.00	5,460.00	2,808.00	6,240.00	4,414.80
37	Install Thermoplastic Markings Per City Plan (Stop Bars)	44	SF	Unit Price	17.00	17.20	16.00	40.00	15.00	21.00	22.04
				Amount	748.00	756.80	704.00	1,760.00	660.00	924.00	969.76
38	Install Thermoplastic Markings Per City Plan (X-Walk)	560	SF	Unit Price	17.00	17.20	16.00	27.00	15.00	21.00	22.04
				Amount	9,520.00	9,632.00	8,960.00	15,120.00	8,400.00	11,760.00	12,342.40
39	Install Street Lighting (pole, luminaire, wiring)	3	EA	Unit Price	11,400.00	16,700.00	16,000.00	25,000.00	10,000.00	15,000.00	13,481.00
				Amount	34,200.00	50,100.00	48,000.00	75,000.00	30,000.00	45,000.00	40,443.00
40	Install survey monument box	1	EA	Unit Price	500.00	2,001.00	350.00	1,250.00	3,000.00	2,000.00	6,268.66
				Amount	500.00	2,001.00	350.00	1,250.00	3,000.00	2,000.00	6,268.66
41	Aggregate Base Course (16" Depth)	4170	TO N	Unit Price	38.00	32.00	30.00	33.00	33.00	54.00	26.22
				Amount	158,460.00	133,440.00	125,100.00	137,610.00	137,610.00	225,180.00	109,337.40
Grand Total Bid					\$1,541,884.00	\$1,633,662.35	\$1,719,602.00	\$1,775,586.50	\$1,795,200.00	\$2,159,051.00	\$2,660,267.40



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: December 12, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Lori Winner, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO FRIENDS OF THE ARKANSAS RIVER IN THE AMOUNT OF \$500 TO SPONSOR THE WINTER SOLSTICE LANTERN PARADE ON SATURDAY, DECEMBER 17 FROM 2 - 7 PM AT THE PILLAR PARK, THE LEVEE TRAIL, AND THE NEW PEDESTRIAN BRIDGE

SUMMARY:

Attached for consideration is a request for support of the Pueblo Friends of the Arkansas River's Winter Solstice Lantern Parade on Saturday, December 17 from 2 - 7 pm at the Pillar Park, the Levee Trail, and the new pedestrian bridge.

PREVIOUS COUNCIL ACTION:

Council sponsored the Summer Solstice Celebration in June of this year.

BACKGROUND:

City Council Member Lori Winner is requesting \$500 from the City Council Contingencies account to support the Pueblo Friends of the Arkansas River's event called Winter Solstice Lantern Parade on Saturday, December 17 from 2 - 7 pm at the Pillar Park, the Levee Trail, and the new pedestrian bridge.

This free event invites people to visit the outdoor area and come make lanterns at various booths by local artists and local organizations for the Winter Solstice Lantern Parade that evening 5:30 - 6:30 pm. We will have 3-4 Food Trucks, live music, and other activities throughout the day. Family friendly event.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$500 would be paid from the Council Contingencies Account in the 2022 General Fund Budget to the Pueblo Friends of the Arkansas River.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

City Council could choose not to authorize funding for this request.

RECOMMENDATION:

This Resolution is at the request of City Council Member Lori Winner.

ATTACHMENTS:

1. PFAR Winter Solstice Sponsors Letter 2022 CR Request
2. 2022 Contingencies (Council) Winter Solstice

RESOLUTION NO. 15095

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2022 GENERAL FUND BUDGET TO PUEBLO FRIENDS OF THE ARKANSAS RIVER IN THE AMOUNT OF \$500 TO SPONSOR THE WINTER SOLSTICE LANTERN PARADE ON SATURDAY, DECEMBER 17 FROM 2 - 7 PM AT THE PILLAR PARK, THE LEVEE TRAIL, AND THE NEW PEDESTRIAN BRIDGE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$500 from the Council Contingencies Account in the 2022 General Fund Budget is authorized to be paid to the Pueblo Friends of the Arkansas River for sponsorship of the Winter Solstice Lantern Parade on the Arkansas River.

SECTION 2.

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

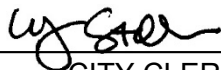
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED: December 12, 2022

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Pueblo Friends of the Arkansas River

C/O Daniel Muldoon

2727 N. Elizabeth

Pueblo, CO 81003

Contact: Cynthia Ramu 719-546-0315

Celebrate Winter Solstice Lantern Parade along the Arkansas River!

When: Saturday, December 17th

Where: Pillar Park, the Levee Trail, and the new pedestrian bridge

Time: 2pm-7pm

Why: To promote river and trail safety, recreation opportunities, nature, and the arts

The plan: Have a variety of organizations 2pm-7pm in Pillar Park and the new Pedestrian Bridge inviting people to visit the outdoor area and come make lanterns at various booths by local artists and local organizations for the Winter Solstice Lantern Parade that evening 5:30-6:30pm. We will have 3-4 Food Trucks, live music, and other activities throughout the day. Family friendly event.

Cost: Free admission!

BUT we have costs to cover, so would your business/organization consider
being a sponsor?

The three levels are \$500, \$250, and \$100.

Benefits to you:

\$500 level includes hanging your large banner on the levee trail fence, a prime space for a tent to promote your business, your name on posters, brochures, and the Friends Facebook page and all advertising.

\$250 level includes hanging your banner on the levee trail fence, space for your tent, brochures, and the Friends Facebookpage and all advertising.

\$100 level includes a space for your tent, name in brochures, and the Friends

Facebook/social media.

Benefits to the community:

**Support our on going efforts to bringing our community together in
celebration of the Arkansas River Trail**

- Opportunity to learn about safety on the river and trail
- Enjoy the new trail and bridge
- Listen to a variety of Pueblo's musical talent in the open air
- Pick up a few tips on fly fishing, biking, hiking, and walking
- Buy a piece of art
- Learn about wildlife in and along the river

YES! Sign me up as a sponsor for the Winter Solstice 2022

\$500 level _____ \$250 level _____ \$100 level _____

Business/organization name _____

Contact person: _____

Email: _____ Phone #: _____

Address: _____

Send check to:

Pueblo Friends of the Arkansas River-please write Winter Solstice in the memo line

C/O Daniel Muldoon
2727 N. Elizabeth
Pueblo, CO 81003

Tax ID # is 84-6002506 tax exempt

To be included in the marketing and promotional material the deadline is December 1, 2022

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 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
9/26/22	Downtown Association - Holiday Lighting Downtown	\$ 2,832.88		\$ 29,356.60
10/11/22	Parkview event "Mammos & Mimosas"	\$ 350.00		\$ 29,006.60
10/11/22	Pueblo Choral Society Holiday Performance	\$ 5,000.00		\$ 24,006.60
10/11/22	Multicultural Festival	\$ 1,500.00		\$ 22,506.60
10/11/22	Returned to Account via Ordinance 10303		\$15,000.00	\$ 37,506.60
11/14/22	Latino Chamber Festival of Trees	\$ 1,025.00		\$ 36,481.60
11/14/22	Pueblo Soup Kitchen	\$ 10,000.00		\$ 26,481.60
11/14/22	Economic Outlook Forum	\$ 2,500.00		\$ 23,981.60
11/14/22	Wreaths Cross America - Roselawn Cemetery	\$ 3,000.00		\$ 20,981.60
11/14/22	Bessemer Holiday Lighting Project	\$ 1,000.00		\$ 19,981.60
11/28/22	Scream Suicide Prevention Play	\$ 7,500.00		\$ 12,481.60
11/28/22	Crazy Faith Ministry Warming Shelter	\$ 2,400.00		\$ 17,581.60
11/28/22	Hair Loss Awareness Fashion Show	\$ 1,000.00		\$ 16,581.60
12/12/22	Pueblo Friends of the Arkansas River - Winter Solstice Lantern Parade	\$ 500.00		\$ 16,081.60
				\$ 16,081.60



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 28, 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 BUDGETING AND APPROPRIATING INSURANCE PROCEEDS IN THE AMOUNT OF \$148,338.77 INTO PROJECT SWAN01 EQUIPMENT PURCHASES STORMWATER

SUMMARY:

This Ordinance budgets and appropriates insurance proceeds in the amount of \$148,338.77 for the replacement of the Stormwater Department's excavator that was damaged beyond repair when it became stuck and submerged in Lake Minnequa while performing routine maintenance operations.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In June 2022, equipment 272-116 sustained major damage in an incident causing the Stormwater Department's excavator to become stuck and submerged in Lake Minnequa which rendered the equipment inoperable for use. Resolution of the City's insurance claim provides for payment by the insurance company for replacement costs.

FINANCIAL IMPLICATIONS:

The Stormwater Department will be responsible for the replacement of equipment 272-116, Stormwater Department's excavator. Insurance proceeds in the amount of \$148,338.77 have already been received by the City.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Alternatives No. 1 – No action

Should this Ordinance not pass, the Stormwater Department would have to make up the \$148,338.77 received through the insurance settlement to replace the damaged Stormwater Department's excavator.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10349

AN ORDINANCE BUDGETING AND APPROPRIATING
INSURANCE PROCEEDS IN THE AMOUNT OF \$148,338.77
INTO PROJECT SWAN01 EQUIPMENT PURCHASES
STORMWATER

WHEREAS, in June 2022, equipment 272-116, Stormwater Department's excavator sustained major damage when it became stuck and submerged in Lake Minnequa rendering it inoperable for use; and,

WHEREAS, the City has received proceeds from the insurance company for the cost to replace the equipment; NOW, THEREFORE,

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

SECTION 1.

Project No. SWAN01 Equipment Purchases Stormwater is already established for equipment purchases.

SECTION 2.

Insurance proceeds in the amount of \$148,338.77 shall be budgeted and appropriated into Project SWAN01 Equipment Purchases Stormwater and will be used to replace the damaged Stormwater Department's excavator.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 28, 2022.

Final adoption of Ordinance by City Council on December 12, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on December 19, 2022 .
- ☐ Disapproved on _____ based on the following objections:



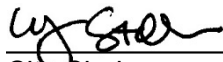
Mayor

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: November 28, 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 DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SKY CREEK HOMES, LTD, LLC., A COLORADO LIMITED LIABILITY COMPANY, RELATED TO THE INSTALLATION AND CONSTRUCTION OF REQUIRED PUBLIC IMPROVEMENTS WITHIN SETTLERS VILLAGE FILING SIX SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

SUMMARY:

The Ordinance will approve a deposit agreement with Sky Creek Homes, Ltd., LLC., a Colorado Limited Liability Company ("Sky Creek") which allows it to defer the construction and installation of specified public improvements within the subdivision for up to a year from the date of its first building permit application.

PREVIOUS COUNCIL ACTION:

The Settlers Village Subdivision Filing No. 6 plat was approved by City Council under Ordinance No. 7462 on April 24, 2006.

BACKGROUND:

The developer of the Settlers Village Filing Five Subdivision is required to construct a 368-foot segment of Nolan Trace, a mixed-use collector roadway along the southern boundary of the Settlers Village Filing Six Subdivision under the current Subdivision Improvements Agreement.

If constructed at this time, this segment will not provide any transportation network connectivity until other roadway segments are constructed when adjacent properties are developed. Rather than constructing and maintaining a roadway segment that will not serve any immediate public interest or need, the Public Works Director has agreed to accept a deposit in lieu of installing the improvements at this time in accordance with the terms and conditions outlined in the Subdivision Improvements Agreement.

At the time the road segment is required to facilitate transportation network connectivity or when an appropriate opportunity arises to construct the roadway, the City of Pueblo will be able to use the deposit to cause the required improvements to be constructed. Alternatively, the developer may also elect to construct the improvements and request a refund of the deposit.

After estimating the value of the remaining unfinished improvements, a total deposit of \$106,241 is required as a guarantee that the required work will be completed.

FINANCIAL IMPLICATIONS:

Sky Creek Homes will provide a deposit of \$106,241 as its guaranty that the required public improvements in the Settlers Village Filing Six Subdivision will be installed.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to approve this agreement will require the developer to construct improvements that are not in the public interest at this time.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Deposit Agreement - Settlers Village Filing 6

ORDINANCE NO. 10350

AN ORDINANCE APPROVING A DEPOSIT AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND SKY CREEK HOMES, LTD, LLC., A COLORADO LIMITED LIABILITY COMPANY, RELATED TO THE INSTALLATION AND CONSTRUCTION OF REQUIRED PUBLIC IMPROVEMENTS WITHIN SETTLERS VILLAGE FILING SIX SUBDIVISION AND AUTHORIZING THE MAYOR TO EXECUTE SAID AGREEMENT

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

SECTION 1.

The Deposit Agreement between the City of Pueblo, a Municipal Corporation and Sky Creek Homes, Ltd., LLC., a Colorado 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 Deposit 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 of the City of Pueblo are authorized to perform any and all acts consistent with this Ordinance to implement the policies and procedures described herein.

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 28, 2022.

Final adoption of Ordinance by City Council on December 12, 2022.



President of City Council

Action by the Mayor:

- ☒ Approved on December 19, 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

DEPOSIT AGREEMENT

THIS AGREEMENT, made and entered into this 10th day of November, 2022 by and between the CITY OF PUEBLO, a Municipal Corporation, hereinafter referred to as "City", and SKY CREEK HOMES, LTD, LLC a Colorado limited liability company, hereinafter referred to as "Subdivider".

WITNESSETH:

WHEREAS, Subdivider is the owner and/or developer of Block 1, Lots 1-17; Block 2, Lots 1-21; Block 3, Lots 1-9; and Block 4, Lot 1; ("Subdivider's Lots") located within the Settler's Village Filing No. 6 Subdivision, City of Pueblo, Colorado and legally described as set forth in Exhibit "A", which is attached hereto and incorporated herein; and

WHEREAS, Subdivider is required, pursuant to Section 12-4-7(j) of the Code of Ordinances of the City, to construct certain public improvements including those set forth in Exhibit "B", which is attached hereto and incorporated herein; and

WHEREAS, Subdivider's predecessor-in-interest, Horizon Communities, Inc., and City entered into a Subdivision Improvements Agreement dated March 27, 2007 which requires Subdivider to construct and install at its sole cost all required public improvements within a specified timeframe; and

WHEREAS, Paragraph 2 of the Subdivision Improvements Agreement requires that the Subdividers or any subsequent owner of the land or any portion thereof shall deposit cash or other collateral if said improvements are not installed within the specified timeframe; and

WHEREAS, Subdivider agrees that the estimate of the City Director of Public Works to construct and install improvements necessary to satisfy Paragraph 2 of the Subdivision Improvement Agreement with respect to Subdivider's Lots is reasonable; and

WHEREAS, Subdivider agrees to establish a Deposit Account with the City to guarantee payment of the costs of installation and construction of said public improvements according to City's Subdivision Regulations and the Subdivision Improvement Agreement;

NOW THEREFORE, in consideration of the foregoing and mutual covenants contained herein, the City and Subdivider agree as follows:

I. Subdivider agrees:

1. To deposit with the City Director of Finance \$106,241.00 being an amount equal to the estimate of the public improvements necessary to satisfy Paragraph 2 of the Subdivision Improvement Agreement with respect to Subdivider's Lots and the City Subdivision Regulations. Such estimate and improvements are set forth in Exhibit "B", which is attached hereto and incorporated herein. It is agreed that interest, if any, which may accrue on such funds shall be paid to the City as an administrative fee in maintaining and administering this Agreement and such deposit.
2. To install the required public improvements in said Subdivision as described in Exhibit "B".
3. That the funds deposited by Subdivider shall be held by the City in a non-interest-bearing Deposit Account to be established by the Director of Finance who may disburse said funds only as herein provided. The Director of Finance shall release from said Deposit Account and pay out therefrom only such deposited funds as directed in writing by the Director of Public Works. Funds deposited with the Director of Finance may be withdrawn at the discretion of the Director of Public Works upon written request to the Director of Finance.
4. When Subdivider completes all or a portion of the improvements described in Exhibit "B", Subdivider may apply to the City for a partial or full release of the deposited funds and, upon written notice of the City's Director of Public Works to the Director of Finance, the Director of Finance shall release said funds to the Subdivider as directed by the Director of Public Works.
5. In the event that Subdivider fails to install all or any part of the required public improvements described in Exhibit "B" on or before one (1) year from the date of application for the first building permit issued on any of the Subdivider's Lots, the Director of Public Works may, upon written notice to the Director of Finance, withdraw the deposited funds to complete all or any part of the said improvements.

II. City agrees:

6. To have the Director of Public Works or his designee periodically inspect said improvements while under construction and inspect completed improvements within a reasonable time after receiving written notice that the improvement has been completed. The Director of Public Works shall notify Subdivider within 10 days after

inspection of the required public improvements if the same are satisfactorily completed and approved by the City and if so satisfactorily completed and approved, the Director of Public Works shall authorize a partial release and payment of said escrowed funds to be made to Subdivider in an amount determined by the Director of Public Works based on the percentage of improvements completed and approved.

III. City and Subdivider agree:

7. That this Deposit Agreement shall constitute full satisfaction of the covenants set forth in Paragraph 2 of the Subdivision Improvement Agreement with respect to Subdivider's Lots only. Nothing contained herein is intended to be, relied upon or otherwise act as an amendment of the Subdivision Improvement Agreement.

(SIGNATURE PAGE FOLLOWS)

CITY OF PUEBLO

By: _____
Nicholas A. Gradisar, Mayor

Subscribed and sworn to before me this _____ day of _____, 2022.

My commission expires: _____

Notary Public

Approved as to form.

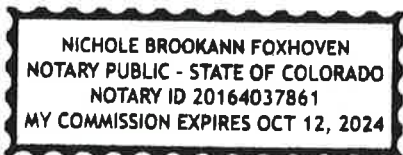
City Attorney

SKY CREEK HOMES, LTD, LLC

By: Brian G. Robinson
BRIAN G. ROBINSON

Subscribed and sworn to before me this 10th day of November 10th, 2022.

My commission expires: 10/12/2024



Nichole Brookann Foxhoven
Notary Public

EXHIBIT "A"

LEGAL DESCRIPTION - SETTLERS VILLAGE, FILING NO. 6

A parcel of land located in the NW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the SW $\frac{1}{4}$ of the NE $\frac{1}{4}$ and the NE $\frac{1}{4}$ of the NW $\frac{1}{4}$ and the SE $\frac{1}{4}$ of the NW $\frac{1}{4}$ of Section 22, Township 21 South, Range 65 West of the 6th P.M. in the County of Pueblo and State of Colorado and being more particularly described as follows:

Considering the North line of Section 22, Township 21 South, Range 65 West of the 6th P.M. to bear N. $89^{\circ}40'00''$ E., and all bearings contained herein being relative thereto.

Beginning at a point from which the NW corner of said Section 22 bears N. $56^{\circ}24'35''$ W., a distance of 2579.64 feet, said point also being the Southerly most point of Settlers Village, Filing No. 2 according to the recorded plat thereof as filed for record at Reception No. 1494729 in the Pueblo County records; and on the Westerly right-of-way line of Hollywood Drive as presently located in said Settler Village, Filing No. 2; thence Easterly along the Southerly boundary line of said Settlers Village, Filing No. 2, the following two (2) courses:

1. N. $69^{\circ}59'24''$ E., a distance of 479.71 feet;
2. Easterly along the arc of a curve to the left whose radius is 540 feet, a distance of 198.67 feet;

to a point on the Southerly boundary line of Settlers Village, Filing No. 3 according to the recorded plat thereof as filed for record at Reception No. 1572897 in the Pueblo County records; thence along the Southerly boundary line of said Settlers Village, Filing No. 3 the following six (6) courses:

1. S $41^{\circ}05'20''$ E., a distance of 120.00 feet;
2. S. $85^{\circ}14'04''$ E., a distance of 221.57 feet;
3. N. $83^{\circ}18'29''$ E., a distance of 45.24 feet;
4. N. $70^{\circ}00'48''$ E., a distance of 110.01 feet;
5. N. $69^{\circ}20'26''$ E., a distance of 60.00 feet;
6. N. $52^{\circ}10'29''$ E., a distance of 128.85 feet;

thence S. $11^{\circ}56'32''$ E., a distance of 174.15 feet; thence N. $78^{\circ}03'28''$ E., a distance of 6.86 feet; thence S. $03^{\circ}09'25''$ E., a distance of 70.68 feet; thence S. $03^{\circ}31'42''$ W., a distance of 185.70 feet; thence S. $07^{\circ}30'32''$ W., a distance of 263.05 feet; thence S. $07^{\circ}03'15''$ E., a distance of 150.00 feet; thence S. $82^{\circ}56'45''$ w., a distance of 222.59 feet; thence Westerly along the arc of a

curve to the left whose radius is 1960.00 feet; a distance of 145.30 feet; thence N. $11^{\circ}18'06''$ W., a distance of 80.00 feet; thence N. $20^{\circ}00'36''$ W., a distance of 373.52 feet; thence S. $69^{\circ}59'24''$ W., a distance of 640.00 feet; thence N. $20^{\circ}00'36''$ W., a distance of 400.00 feet to the Point of Beginning.

Containing 14.69 acres, more or less

Prepared by: NORTHSTAR ENGINEERING AND SURVEYING, INC.
111 E. 5th Street
Pueblo, Colorado 81003

December 15, 2005

JN 96 105 30

SUBDIVISION IMPROVEMENTS AGREEMENT EXHIBIT "B"

SUBDIVISION NAME: SETTLERS VILLAGE, FILING NO. 6, PHASE 3
JN 9610530

DEVELOPER: SKY CREEK HOMES, LTD.

ENGINEER: NORTHSTAR ENGINEERING AND SURVEYING, INC.

NOLAN TRACE

STREETS

5.5" Asphalt over 11" Base Course	1730 SY @ \$29.75 /SY =	\$51,648
Curb and Gutter	370 LF @ \$12.00 /LF =	\$4,440
Sidewalk	2211 SF @ \$4.00 /SF =	\$8,844
Handicap Ramp (1)	68 SF @ \$4.00 /SF =	\$272
Tactile bands	1 EA @ \$350.00 /EA =	\$350

WATER

16" PVC Water Main	372 LF @ \$47.50 /LF =	\$17,670
8" PVC Water Main	40 LF @ \$47.50 /LF =	\$1,900
Fire Hydrant Assembly	1 EA @ \$3,250 /EA =	\$3,250

SANITARY SEWER

12" PVC Sewer Main	234 LF @ \$38.00 /LF =	\$8,892
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<u>STREET LIGHT</u>	1 EA @ \$1,450.00 /EA =	\$1,450
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<u>MONUMENT BOX</u>	2 EA @ \$655.00 /EA =	\$1310
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SIGNAGE

T-Intersection (80' R-O-W)	1 EA @ \$325.00 /EA =	\$325
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BARRICADES

L=16'	2 EA @ \$940.00 /EA =	\$1,880
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SUBTOTAL	<u>\$102,051</u>
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B-1

SUBDIVISION IMPROVEMENTS AGREEMENT EXHIBIT "B"

SUBDIVISION NAME: **SETTLERS VILLAGE, FILING NO. 6, PHASE 3**
JN 9610530

DEVELOPER: **SKY CREEK HOMES, LTD.**

ENGINEER: **NORTHSTAR ENGINEERING AND SURVEYING, INC.**

EROSION AND SEDIMENT CONTROL

Erosion and Sediment Control	\$4,190
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SUBTOTAL	<u>\$4,190</u>
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TOTAL PHASE 3 PROJECT: \$106,241



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: November 28, 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 ESTABLISHING PS-2216, APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$8700 TO SAID PROJECT

SUMMARY:

A Cooperation Agreement by and between Pueblo Triple Aim, a Colorado nonprofit corporation, and the City of Pueblo, attached hereto and having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Agreement on behalf of the City, and the City Clerk shall affix the seal of the City thereto and attest same. Project No. PS2216 is hereby established. Funds in the amount of \$8700 shall be accepted from Pueblo Triple Aim and budgeted and appropriated into the said Project to be used solely for the purposes agreed to pursuant to the terms of the Agreement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Pueblo Fire Department works closely in partnership with other agencies in the community to help citizens navigate healthcare resources. Pueblo Triple Aim Corporation is one such local non-profit community partner with the mission of making Pueblo County the healthiest county in Colorado through community problem solving and cross-sector collaboration. The Directing Others to Services (DOTS) program consists of a trained outreach team that visits individuals who overutilize 911/Emergency Rooms and educates and connects them to resources. This grant allows the DOTS Team to bring in services to DOTS clients' homes, thereby improving their quality of life.

FINANCIAL IMPLICATIONS:

Project No. PS2216 would provide funding for services for DOTS clients.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Cooperation Agreement with Pueblo Triple Aim Corporation

ORDINANCE NO. 10351

AN ORDINANCE ESTABLISHING PS-2216, APPROVING A COOPERATION AGREEMENT WITH PUEBLO TRIPLE AIM CORPORATION, AND ACCEPTING, BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$8700 TO SAID PROJECT

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

SECTION 1.

Project PS-2216 is hereby established.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

Funds in the amount of \$8700 shall be accepted from Pueblo Triple Aim and budgeted and appropriated into PS 2216 to be used solely for the purposes agreed to pursuant to the terms of the Agreement.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on November 28, 2022.

Final adoption of Ordinance by City Council on December 12, 2022.



President of City Council

Action by the Mayor:

☒ Approved on December 19, 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

A COOPERATION AGREEMENT BETWEEN PUEBLO TRIPLE AIM CORPORATION AND THE CITY
OF PUEBLO WITH RESPECT TO THE ROBERT HOAG RAWLINGS FOUNDATION EDUCATING 911
SUPER-UTILIZERS GRANT

This Cooperation Agreement (“Agreement”) is entered into this 10th day of November, 2022 by and between Pueblo Triple Aim Corporation, a Colorado nonprofit corporation (“PTAC”), and Pueblo, a municipal corporation (“City”), with respect to the Robert Hoag Rawlings Foundation Educating 911 Super-Utilizers Project (“Grant Agreement”) awarded by Robert Hoag Rawlings Foundation to PTAC. A copy of the Grant Agreement is attached hereto, labelled Exhibit 1 and incorporated herein. In consideration of the mutual covenants herein contained, the parties agree as follows:

1. Under this Agreement, PTAC will:
 - a. Sign the Grant Agreement from Robert Hoag Rawlings Foundation.
 - b. Abide by all stipulations in the Grant Agreement.
 - c. Remit and pay to the City proceeds under the Grant Agreement in the amount of \$8,700 (“Grant Proceeds”), which amount will be expended by City solely for the purposes of performing services stated in PTAC’s funding application which consist of equipment funding/services through the DOTS program for seniors with unique needs such as hearing impairment and mobility issues to greatly improve outreach capabilities (“Services”).
2. Under this Agreement, the City will:
 - a. Expend the Grant Proceeds in performance of the DOTS program and solely for the purposes and to perform the scope of work set forth in the PTAC’s funding application.
 - b. Abide by all stipulations in the Grant Agreement. It is acknowledged by PTAC that City is a Colorado municipal corporation and that. It is acknowledged by PTAC that (i) City is a Colorado municipal corporation and that the Grant Agreement requirements with respect to and PTAC representations regarding non-profit organizations are inapplicable to City; and (ii) the Grant Agreement requirements with respect PTAC obligations beyond performing the Services are inapplicable to City including but not limited to indemnification.
 - c. Provide any receipts or financial documents needed by Robert Hoag Rawlings Foundation to show funding was used as intended.
 - d. Assist PTAC in filing reports required under the Grant Agreement.

Executed the day and year first above written.

Alexis Ellis, Executive Director
on behalf of Pueblo Triple Aim Corporation

Nicholas A. Gradisar, Mayor
on behalf of the City of Pueblo

ATTEST: _____
City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: December 12, 2022

TO: President Lawrence W. Atencio and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Lisa Macchietto, Assistant City Attorney
SUBJECT: AN ORDINANCE AMENDING SECTIONS 7-1-3, 7-3-5, 7-3-42, AND 7-4-4, AND CREATING NEW CHAPTER 9 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO LIENS FOR NUISANCES, LITTER, JUNK VEHICLES, WEEDS, AND VACANT PROPERTY REGISTRATION, AND EXPANDING THE REMEDIES TO COLLECT SUCH LIENS TO INCLUDE FORECLOSURE AND ASSIGNMENT

SUMMARY:

This Ordinance amends the sections of the municipal code that provide for collection of nuisance abatement and vacant property liens. It expands the remedies available to the City to include foreclosure and assignment, and provides that any assignee of a City lien may use any of the remedies listed and collect the debt evidenced by the lien in their own name as if it was the City itself collecting.

PREVIOUS COUNCIL ACTION:

On September 14, 2015, Council approved Ordinance No. 8917, which levied interest of ten percent (10%) on unpaid balances and expanded the collection remedies the City may pursue to include all civil remedies and certification to the County Treasurer's tax roll.

On March 26, 2018, Council approved Ordinance No. 9249, which amended the code provisions concerning litter and storage receptacles, and provided new violations thereof and powers of the Municipal Court to impose conditions at sentencing to deter future violations.

On June 11, 2018, Council approved Ordinance No. 9296, which implemented the Mayor-Council form of government and made amendments to Title VII to remove references to the City Manager and replace them with references to the Mayor.

On April 17, 2021, Council approved Ordinance No. 9930 adding Chapter 9 to Title IV of the Pueblo Municipal Code generally referred to as the Vacant Property Registration Ordinance, and providing penalties for violation thereof, and authorizing the City to file liens for unpaid penalties.

BACKGROUND:

Currently, the City can pursue various civil collection remedies to collect the debt secured by its nuisance abatement and vacant property liens. Expanding the collection remedies available to it to include assignment and foreclosure of the liens will aid the City in increasing its collection rate. Assignment, in particular, is an effective and efficient means of collecting debt secured by liens because it allows the City to sell the lien to a third party, and then that third party may proceed in their discretion and in a manner they deem desirable to collect the debt. Foreclosure is also an effective collection remedy because it would allow the City to foreclose on its liens in court. This process could conclude in the City collecting its debt and costs when an owner or other interested party redeems the property by paying the debt due, or if not redeemed, in the City becoming the new owner of the property at the end of the foreclosure action.

FINANCIAL IMPLICATIONS:

The City's Finance Department oversees the collection of debt due for nuisance abatements and vacant property registration requirements. When the debt due is not paid within a time certain, a lien is recorded to secure the payment of the debt. By expanding collection remedies, the City will likely increase its collection rate resulting in fewer unpaid accounts and more timely collections.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance does not pass it will not be possible for the City to pursue collection of the liens by assignment to a third party.

RECOMMENDATION:

Passage of the Ordinance.

Attachments:

None

ORDINANCE NO. 10352

AN ORDINANCE AMENDING SECTIONS 7-1-3, 7-3-5, 7-3-42, AND 7-4-4, AND CREATING NEW CHAPTER 9 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO LIENS FOR NUISANCES, LITTER, JUNK VEHICLES, WEEDS, AND VACANT PROPERTY REGISTRATION, AND EXPANDING THE REMEDIES TO COLLECT SUCH LIENS TO INCLUDE FORECLOSURE AND ASSIGNMENT

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 3 of Chapter 1 of Title VII of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 7-1-3. - Cost of abatement.

. . .

(b) In all cases where the Mayor, Fire Chief or Health officer shall incur any expense for abating any nuisance found upon any lot or premises, the expense of such abatement plus twenty-five percent (25%) for incidental costs plus interest at the rate of ten percent (10%) per annum shall be assessed against the lot or premises upon or on account of which such expense was incurred, or from which such nuisance was abated, removed or corrected. A bill for such expense shall be mailed to the owner, occupant, or the person who shall have caused or permitted the condition to exist. The cost of such abatement, removal or correction and such incidental costs, plus interest at the rate of ten percent (10%) per annum, shall be assessed jointly and severally against the owner and occupant of such property, and the person who shall have caused or permitted the condition to exist, if different. The City may pursue all civil collection remedies and recover the amount of such charges together with all collection expenses, including reasonable attorneys' fees and costs. In addition, upon recording in the County Clerk and Recorder's office of a statement under oath of the Mayor showing the cost thereof and describing the property, such assessment shall be and constitute a perpetual lien on the property having priority over all other liens, except general tax liens, and such lien shall remain in full force and effect until such charges and interest have been paid in full. **The City may collect such lien by sale, assignment or foreclosure. An assignee of such lien may collect such lien in any manner available to the City in their own name subject to all claims and defenses and subject to the limitations and requirements of Chapter 9 of Title VII of this Code, but may not assess it to the tax roll. As an exclusive remedy for the City, [I]**in case such assessment lien is not paid within six (6) months of recording, the assessment may be certified by the City Clerk to the county treasurer who shall collect the assessment, together with a ten percent (10%) penalty for cost of collection, in the same manner as other taxes are collected. The laws of this state for assessment and collection of general taxes, including the laws for the sale and redemption of property for taxes, shall apply to the collection of such assessments. All remedies provided in this Chapter are cumulative.

. . .

SECTION 2.

Section 5 of Chapter 3 of Title VII of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 7-3-5. - Unlawful not to remove, charges, lien.

...

(b) If the owner or occupant of such real property is given notice of not less than ten (10) days, and shall fail or refuse to remove all such debris, trash, litter and rubbish from such property and dispose of the same, the Mayor is authorized to cause the abatement and removal of such litter, debris, trash and rubbish from said real property. The cost of such abatement and removal plus twenty-five percent (25%) for incidental costs plus interest at the rate of ten percent (10%) per annum shall be charged against the property or the owner or the occupant of such property. A bill for such expense shall be mailed to the owner or occupant of the property. The cost of such abatement and removal and such incidental costs, plus interest at the rate of ten percent (10%) per annum, shall be assessed jointly and severally against the owner and occupant of such property. The City may pursue all civil collection remedies and recover the amount of such charges together with all collection expenses, including reasonable attorneys' fees and costs. In addition, upon recording a verified statement by the Mayor in the office of the County Clerk and Recorder to show such costs and describing the property, such assessment shall be and constitute a perpetual lien on the property having priority over all other liens except general tax liens and shall remain in full force and effect until such charges and interest have been paid in full. **The City may collect such lien by sale, assignment or foreclosure. An assignee of such lien may collect such lien in any manner available to the City in their own name subject to all claims and defenses and subject to the limitations and requirements of Chapter 9 of Title VII of this Code, but may not assess it to the tax roll. As an exclusive remedy for the City, [I]** case such assessment lien is not paid within six (6) months of recording, the assessment may be certified by the City Clerk to the county treasurer who shall collect the assessment, together with a ten percent (10%) penalty for cost of collection, in the same manner as other taxes are collected. The laws of this state for assessment and collection of general taxes, including the laws for the sale and redemption of property for taxes, shall apply to the collection of such assessments. All remedies provided in this Chapter are cumulative.

...

SECTION 3.

Section 42 of Chapter 3 of Title VII of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 7-3-42. - Removal procedure; expense.

If the owner or occupant of any premises upon which a junked vehicle exists fails to have such vehicle lawfully disposed of within ten (10) days after the date of said notice, the Mayor is authorized to abate the nuisance by removing and storing said vehicle, by contract or otherwise, in such a manner as he or she may deem in the best interest of the City. The cost of such abatement and removal plus twenty-five percent (25%) for incidental costs plus interest at the rate of ten percent (10%) per annum shall be charged against the property or the owner or the occupant of such property. A bill for such expense shall be mailed to the owner or occupant of the property. The cost of such abatement and removal and such incidental costs, plus interest at the rate of ten percent (10%) per annum, shall be assessed jointly and severally against the owner

and occupant of such property. The City may pursue all civil collection remedies and recover the amount of such charges together with all collection expenses, including reasonable attorneys' fees and costs. In addition, upon recording a verified statement by the Mayor in the office of the County Clerk and Recorder to show such costs and describing the property, such assessment shall be and constitute a perpetual lien on the property having priority over all other liens except general tax liens and shall remain in full force and effect until such charges and interest have been paid in full. **The City may collect such lien by sale, assignment or foreclosure. An assignee of such lien may collect such lien in any manner available to the City in their own name subject to all claims and defenses and subject to the limitations and requirements of Chapter 9 of Title VII of this Code, but may not assess it to the tax roll. As an exclusive remedy for the City, [I]**in case such assessment lien is not paid within six (6) months of recording, the assessment may be certified by the City Clerk to the county treasurer who shall collect the assessment, together with a ten percent (10%) penalty for cost of collection, in the same manner as other taxes are collected. The laws of this state for assessment and collection of general taxes, including the laws for the sale and redemption of property for taxes, shall apply to the collection of such assessments. All remedies provided in this Chapter are cumulative.

SECTION 4.

Section 4 of Chapter 4 of Title VII of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 7-4-4. - Removal or destruction by City.

The Mayor may abate, cut, cause to be cut or destroyed and remove weeds in excess of ten (10) inches in height from any land within the City if the owner or occupant of said property has failed to abate, cut, destroy or remove said weeds within ten (10) days of service of a notice directing him or her to do so. The cost of such abating, cutting or removal, together with twenty-five percent (25%) thereof, or one hundred dollars (\$100.00), whichever is greater, for administrative and incidental costs, plus interest at the rate of ten percent (10%) per annum, shall be assessed against the property, or the owner or the occupant of such property. A bill for such expense shall be mailed to the owner or occupant of the property. The cost of such abatement and removal and such incidental costs, plus interest at the rate of ten percent (10%) per annum, shall be assessed jointly and severally against the owner and occupant of such property. The City may pursue all civil collection remedies and recover the amount of such charges together with all collection expenses, including reasonable attorneys' fees and costs. In addition, upon recording a verified statement by the Mayor in the office of the County Clerk and Recorder to show such costs and describing the property, such assessment shall be and constitute a perpetual lien on the land having priority over all other liens, except general tax liens, and such lien shall remain in full force and effect until such charges and interest have been paid in full. **The City may collect such lien by sale, assignment or foreclosure. An assignee of such lien may collect such lien in any manner available to the City in their own name subject to all claims and defenses and subject to the limitations and requirements of Chapter 9 of Title VII of this Code, but may not assess it to the tax roll. As an exclusive remedy for the City, [I]**in case such assessment lien is not paid within six (6) months of recording, the assessment may be certified by the City Clerk to the county treasurer who shall collect the assessment, together with a ten percent (10%) penalty for cost of collection, in the same manner as other taxes are collected. The laws of this state for assessment and collection of general taxes, including the laws for the sale and redemption of property for taxes, shall apply to the collection of such assessments. All remedies provided in this Chapter are cumulative.

SECTION 5.

Chapter 9 of Title VII of the Pueblo Municipal Code is created to read as follows:

CHAPTER 9 – Sale and Assignment of Liens Encumbering Real Property.

Sec. 7-9-1. - Notice of Sale.

No less than thirty (30) days prior to listing a lien for sale and assignment, the City shall publish notice of its intent to sell and assign the lien once in a newspaper of general circulation within the City, identifying any lien to be sold and assigned by type, encumbered property address or legal description, and amount due. The notice shall also be served by certified mail, postage prepaid addressed to the owner of the property or any other party holding an interest in the affected real property as the party's name and address appears on the last assessment roll of the county, if such so appears, or as known to the City Clerk.

Sec. 7-9-2. – Opportunity to Cure.

An owner or other party may pay the amount due to the City, including interest and costs, and cure the default any time before an auction to sell and assign a lien, or other action to enforce payment of the lien, concludes.

Sec. 7-9-3. - Sale and Approval.

The City may accept less than the face value of the lien as payment in full for the sale or assignment. An assignee shall be responsible for paying all costs incident to sale or assignment, including administrative fees such as publication costs, service of process fees, title insurance or related costs, document recording fees, legal fees, and any other associated costs; any taxes due; and any fee for commission or buyer's premium, not to exceed fifteen percent (15%) of the purchase price of the lien, imposed by either the City or a vendor selling the lien on behalf of the City, as a fee for administering the sale.

SECTION 6.

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

SECTION 7.

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 November 28, 2022.

Final adoption of Ordinance by City Council on December 12, 2022.



President of City Council

Action by the Mayor:

☒ Approved on December 19, 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: November 28, 2022

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Regina Maestri, Councilor

SUBJECT: AN ORDINANCE REQUIRING ABORTION PROVIDERS IN PUEBLO TO
COMPLY WITH FEDERAL LAW

SUMMARY:

Attached is an Ordinance requiring abortion providers in Pueblo to comply with federal law.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The attached Ordinance has been prepared by Councilor Regina Maestri.

FINANCIAL IMPLICATIONS:

The financial implications of the attached Ordinance are unknown at this time.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to amend the Pueblo Municipal Code in accordance with this Ordinance.

RECOMMENDATION:

Legal Staff does not recommend approval of this Ordinance.

ATTACHMENTS:

1. Ordinance R_5

ORDINANCE REQUIRING ABORTION PROVIDERS IN PUEBLO,
COLORADO TO COMPLY WITH FEDERAL LAW

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

A. FINDINGS AND DECLARATIONS

The City Council finds that:

- (1) Federal law imposes felony criminal liability on every person who ships or receives abortion pills or abortion-related paraphernalia in interstate or foreign commerce, see 18 U.S.C. §§ 1461–62, and all such acts are predicate offenses under the federal Racketeer Influenced and Corrupt Organizations Act (RICO), see 18 U.S.C. § 1961.
- (2) The Constitution and laws of Colorado do not and cannot secure a right, privilege or immunity to act in violation of federal criminal statutes such as 18 U.S.C. §§ 1461–62, or to engage in criminal or racketeering conduct as defined by federal law.
- (3) The so-called “fundamental right” described in section 25-6-403 “to have an abortion and to make decisions about how to exercise that right” does not and cannot encompass conduct that violates federal criminal statutes such as 18 U.S.C. §§ 1461–62.
- (4) The members of the City Council are bound by oath to support and defend the Constitution of the United States, and the statutory provisions codified at 18 U.S.C. §§ 1461–62 are the “supreme Law of the Land” under Article VI of the Constitution and must be obeyed and respected by every person within the city of Pueblo and by every judge in the state of Colorado. See U.S. Const. art. VI (“[T]he Laws of the United States . . . shall be the supreme Law of the Land; and the Judges in every State shall be bound thereby, any Thing in the Constitution or Laws of any State to the Contrary notwithstanding.”).
- (5) We call upon the United States Attorneys for the District of Colorado, both present and future, to investigate and prosecute all abortion providers and abortion-pill distribution networks under 18 U.S.C. §§ 1461–62 and the Racketeer Influenced and Corrupt Organizations Act (RICO).
- (6) We call upon victims of abortion providers and abortion-pill networks to sue these criminal racketeering enterprises under civil RICO.

B. AMENDMENTS TO CITY CODE

Section 1. Title VII of the Pueblo City Code is amended by adding Chapter 9 to read as follows:

CHAPTER 9 - Abortion

Sec. 7-9-1 - Definitions

For the purposes of this chapter, the following definitions shall apply:

(1) "Abortion" means the act of using, prescribing, administering, procuring, or selling of any instrument, medicine, drug, or any other substance, device, or means with the purpose to terminate the pregnancy of a woman, with knowledge that the termination by any of those means will with reasonable likelihood cause the death of an unborn child. The term does not include:

(A) In vitro fertilization or fertility treatments of any type;

(B) The use, prescription, administration, procuring, or selling of Plan B, morning-after pills, intrauterine devices, or any other type of contraception or emergency contraception; or

(C) An act performed with the purpose to:

(i) Save the life or preserve the health of the unborn child;

(ii) Remove a dead unborn child caused by spontaneous abortion; or

(iii) Remove an ectopic pregnancy, the implantation of a fertilized egg or embryo outside of the uterus.

(2) "Interactive computer service" means any information service, system, or access software provider that provides or enables computer access by multiple users to a computer server, including specifically a service or system that provides access to the Internet and such systems operated or services offered by libraries or educational institutions.

(3) "Woman" and "women" include any person whose biological sex is female, including any person with XX chromosomes and any person with a uterus, regardless of any gender identity that the person attempts to assert or claim.

Sec. 7-9-2 - Compliance with Federal Abortion Laws Required

(a) It shall be unlawful for any person to violate 18 U.S.C. § 1461 by using the mails for the mailing, carriage in the mails, or delivery of:

(1) Any article or thing designed, adapted, or intended for producing abortion; or

(2) Any article, instrument, substance, drug, medicine, or thing which is advertised or described in a manner calculated to lead another to use or apply it for producing abortion;

(b) It shall be unlawful for any person to violate 18 U.S.C. § 1462 by:

(1) using any express company or other common carrier or interactive computer service for carriage in interstate or foreign commerce of any drug, medicine, article, or thing designed, adapted, or intended for producing abortion;

(2) knowingly taking or receiving, from such express company or other common carrier or interactive computer service, any matter or thing described in subsection (b)(1).

(c) It shall be unlawful for any person to engage in conduct that aids or abets the violations of 18 U.S.C. § 1461 or 18 U.S.C. § 1462 described in subsection (a).

(d) Notwithstanding any other law, the requirements of this section shall be enforced exclusively through the private civil actions described in section 7-9-3. No direct or indirect enforcement of this section may be taken or threatened by the city of Pueblo or any of its employees or agents against any person or entity, by any means whatsoever, and no violation of this section may be used to justify or trigger the enforcement of any other law or any type of adverse consequence under any other law, except as provided in section 7-9-3. This section does not preclude or limit the enforcement of any other law or regulation against conduct that is independently prohibited by such other law or regulation, and that would remain prohibited by such other law or regulation in the absence of this section.

Sec. 7-9-3 - Private Right of Action

(a) Any person, other than the state, its political subdivisions, including the city of Pueblo, and any officer or employee or agent of a state or local governmental entity in this state, has standing to bring and may bring a civil action against any person or entity that:

(1) violates any provision of section 7-9-2(a), section 7-9-2(b), or section 7-9-2(c);
or

(2) intends to violate any provision of section 7-9-2(a), section 7-9-2(b), or section 7-9-2(c).

(b) If a claimant prevails in an action brought under this section, the court shall award:

(1) injunctive relief sufficient to prevent the defendant from violating section 7-9-2;

(2) nominal and compensatory damages if the plaintiff has suffered injury or harm from the defendant's conduct, including but not limited to loss of consortium and emotional distress;

(3) statutory damages in an amount of not less than \$100,000 for each violation of section 7-9-2(a), section 7-9-2(b), or section 7-9-2(c); and

(4) costs and reasonable attorney's fees.

(c) Notwithstanding Subsection (b), a court may not award relief under Subsection (b)(3) or (b)(4) in response to a violation of Subsection (a)(1) if the defendant demonstrates that a court has already ordered the defendant to pay the full amount of statutory damages under Subsection (b)(3) in another action for that particular violation of section 7-9-2.

(d) Notwithstanding any other law, a person may bring an action under this section not later than the sixth anniversary of the date the cause of action accrues.

(e) Notwithstanding any other law, the following are not a defense to an action brought under this section:

(1) ignorance or mistake of law;

(2) a defendant's belief that the requirements or provisions of this chapter are unconstitutional or were unconstitutional;

(3) a defendant's reliance on any court decision that has been vacated, reversed, or overruled on appeal or by a subsequent court, even if that court decision had not been vacated, reversed, or overruled when the cause of action accrued;

(4) a defendant's reliance on any state or federal court decision that is not binding on the court in which the action has been brought;

(5) a defendant's reliance on any federal or state statute, agency rule or action, or treaty that has been repealed, superseded, or declared invalid or unconstitutional, even if that federal or state statute, agency rule or action, or treaty had not been repealed, superseded, or declared invalid or unconstitutional when the cause of action accrued;

(6) non-mutual issue preclusion or non-mutual claim preclusion;

(7) the consent of the plaintiff or the unborn child's mother to the abortion;

(8) contributory or comparative negligence;

(9) assumption of risk;

(10) any claim that the enforcement of this chapter or the imposition of civil liability against the defendant will violate the constitutional rights of third parties, except as provided by section 7-9-4.

(f) This section may not be construed to impose liability on any speech or conduct protected by the First Amendment of the United States Constitution, as made applicable to the states through the United States Supreme Court's interpretation of the Fourteenth Amendment of the United States Constitution, or by Article II, section 10 of the Colorado Constitution.

(g) Notwithstanding any other law, neither the city of Pueblo, nor any of its officers, employees, or agents, may:

(1) act in concert or participation with anyone who brings suit under this section;

(2) establish or attempt to establish any type of agency or fiduciary relationship with a person who brings suit under this section;

(3) make any attempt to control or influence a person's decision to bring suit under this section or that person's conduct of the litigation; or

(4) intervene in any action brought under this section.

This subsection does not prohibit a person or entity described by this subsection from filing an amicus curiae brief in the action, so long as that person or entity does not act in concert or participation with the plaintiff or plaintiffs who sue under this section or violate any provision of Subsection (g)(1)–(4).

(h) Notwithstanding any other law, a court may not award costs or attorneys' fees to a litigant who is sued under this section.

(i) Notwithstanding any other law, a civil action under this section may not be brought:

(1) against the woman upon whom an abortion was performed or induced or attempted to be performed or induced in violation of this chapter, or against a pregnant woman who intends or seeks to abort her unborn child in violation of this chapter;

(2) against any person or entity that performs, aids or abets, or attempts or intends to perform or aid or abet an abortion at the behest of federal agencies, contractors, or employees that are carrying out duties under federal law, if a prohibition on that abortion would violate the doctrines of preemption or intergovernmental immunity;

(3) against any common carrier that transports a pregnant woman to an abortion provider, if the common carrier is unaware that the woman intends to abort her unborn child; or

(4) by any person who impregnated a woman seeking an abortion through an act of rape, sexual assault, or incest, or by anyone who acts in concert or participation with such a person.

7-9-4 - Affirmative Defenses

(a) A defendant against whom an action is brought under section 7-9-3 may assert an affirmative defense to liability under this section if:

(1) the imposition of civil liability on the defendant will violate rights, privileges, or immunities secured by the Constitution or laws of the United States or by the Constitution or laws of the state of Colorado, that belong to the defendant personally; or

(2) the defendant

(A) has standing to assert the rights, privileges, or immunities of a third party under the tests for third-party standing established by the Supreme Court of the United States or the Supreme Court of Colorado; and

(B) demonstrates that the imposition of civil liability on the defendant will violate rights, privileges, or immunities secured by the Constitution or laws of the United States, or by the Constitution or laws of the state of Colorado, that belong to that third party.

(b) The defendant shall bear the burden of proving the affirmative defense in Subsection (a) by a preponderance of the evidence.

(c) Nothing in this section or chapter shall limit or preclude a defendant from asserting the unconstitutionality of any provision or application of this ordinance as a defense to liability under section 7-9-3, or from asserting any other defense that might be available under any other source of law.

7-9-5 - Severability

(a) Mindful of *Leavitt v. Jane L.*, 518 U.S. 137 (1996), in which in the context of determining the severability of a state statute regulating abortion the Supreme Court of the United States held that an explicit statement of legislative intent is controlling, it is the intent of the City Council that every provision, section, subsection, sentence, clause,

phrase, or word in this chapter, and every application of the provisions in this chapter to every person, group of persons, or circumstances, are severable from each other.

(b) If any application of any provision in this chapter to any person, group of persons, or circumstances is found by any court to be invalid, preempted, or unconstitutional, for any reason whatsoever, then the remaining applications of that provision to all other persons and circumstances shall be severed and preserved, and shall remain in effect. All constitutionally valid applications of the provisions in this chapter shall be severed from any applications that a court finds to be invalid, preempted, or unconstitutional, because it is the City Council's intent and priority that every single valid application of every provision in this chapter be allowed to stand alone.

(c) The City Council further declares that it would have enacted this chapter, and each provision, section, subsection, sentence, clause, phrase, or word, and all constitutional applications of the provisions of this chapter, irrespective of the fact that any provision, section, subsection, sentence, clause, phrase, or word, or applications of this chapter were to be declared invalid, preempted, or unconstitutional.

(d) If any provision of this chapter is found by any court to be unconstitutionally vague, then the applications of that provision that do not present constitutional vagueness problems shall be severed and remain in force, consistent with the severability requirements of Subsections (a), (b), and (c).

(e) No court may decline to enforce the severability requirements of Subsections (a), (b), (c), and (d) on the ground that severance would "rewrite" the ordinance or involve the court in legislative or lawmaking activity. A court that declines to enforce or enjoins a state or local official from enforcing a statute or ordinance is never rewriting the underlying law or engaging in legislative or lawmaking activity, as the statute or ordinance continues to contain the same words as before the court's decision. A judicial injunction or declaration of unconstitutionality:

(1) is nothing more than an edict prohibiting enforcement that may subsequently be vacated by a later court if that court has a different understanding of the requirements of the Colorado Constitution or United States Constitution;

(2) is not a formal amendment of the language in a statute or ordinance; and

(3) no more rewrites a statute or ordinance than a decision by the executive not to enforce a duly enacted statute in a limited and defined set of circumstances.

(f) If any court, including any state or federal court, disregards any of the severability requirements in Subsections (a), (b), (c), (d), or (e), and declares or finds any provision of this chapter facially invalid, preempted, or unconstitutional, when there are discrete applications of that provision can be enforced against a person, group of persons, or circumstances without violating federal or state law or the federal or state constitutions, then that provision shall be interpreted, as a matter of city law, as if the city had enacted a provision limited to the persons, group of persons, or circumstances for which the provision's application will not violate federal or state law or the federal or state constitutions, and every court shall adopt this saving construction of that provision until

the court ruling that pronounced the provision facially invalid, preempted, or unconstitutional is vacated or overruled.

Section 2. Title IX of the Pueblo City Code is amended by adding Chapter 17 to read as follows:

CHAPTER 9-17 - Abortion Clinics

Sec. 9-17-1 - Definitions.

The following words and phrases, whenever used in this chapter, shall be construed as defined in this section unless in context it appears that a different meaning is intended:

“Abortion” means the act of using, prescribing, administering, procuring, or selling of any instrument, medicine, drug, or any other substance, device, or means with the purpose to terminate the pregnancy of an individual, with knowledge that the termination by any of those means will with reasonable likelihood cause the death of an unborn child. The term does not include:

1. In vitro fertilization or fertility treatments of any type;
2. The use, prescription, administration, procuring, or selling of Plan B, morning-after pills, intrauterine devices, or any other type of contraception or emergency contraception; or
3. An act performed with the purpose to:
 - (A) Save the life or preserve the health of the unborn child;
 - (B) Remove a dead unborn child caused by spontaneous abortion; or
 - (C) Remove an ectopic pregnancy, the implantation of a fertilized egg or embryo outside of the uterus.

“Abortion clinic” means any building or facility, other than a hospital, where an abortion of any type is performed, or where abortion-inducing drugs are dispensed, distributed, or ingested.

“Hospital” means an institution that is:

1. Primarily engaged in providing, by or under the supervision of physicians, inpatient diagnostic and therapeutic services or rehabilitation services; and
2. Duly licensed for this purpose under the laws of Colorado.

“Interactive computer service” means any information service, system, or access software provider that provides or enables computer access by multiple users to a computer server, including specifically a service or system that provides access to the Internet and such systems operated or services offered by libraries or educational institutions.

Sec. 9-17-2 - Abortion License—Required.

It is unlawful for any person or business entity to open or operate an abortion clinic within the municipal boundaries of the City without first obtaining a license pursuant to this chapter from the City License Officer or License Officer, as defined by Pueblo Municipal Code Section 9-1-1, or his or her designee.

Sec. 9-17-3 - Abortion License—Application.

Any person or business entity wishing to apply for a license to open or operate an abortion clinic within the City shall file an application with the City License Officer containing the following:

- A. Name. The name of the person or business entity requesting the license.
- B. Address and Phone Number. The mailing address and phone number of the person or business entity requesting the license.
- C. Location. A street address and legal description for the property for which the license is requested.
- D. Map. Attached to the application must be a map showing the location, proposed and existing improvements (such as buildings, fences, etc.), and the relationship of the location to nearby streets, residential housing, public buildings (such as churches, schools, etc.), public utilities, and the like.
- E. Proposed Activity. A brief narrative describing the activities planned at the location, including the types of abortions to be performed.
- F. Compliance Statement. A statement to the effect that the applicant, or its representative if a business entity, is aware of the regulations contained in this chapter that require compliance with federal abortion laws, and that it will comply with those requirements of federal law as set forth in section 9-17-6.

Sec. 9-17-4 - License—Issuance or Refusal.

The City License Officer shall issue a license to the applicant within thirty (30) days of receiving the application unless:

- A. The applicant fails to provide the information and material required by section 9-17-3; or
- B. The City License Officer finds that the proposed activity cannot be accomplished as described without violating the requirements of federal law as set forth in section 9-17-6.

Sec. 9-17-5 - License—Period of validity—Revocation—Appeal.

A. Once issued, a license shall be valid until revoked as provided herein. The City License Officer shall revoke a license if he or she finds that:

- 1. The applicant or licensee, or any of their employees or agents, have violated the requirements of federal law as set forth in section 9-17-6; or

2. The applicant or licensee, or any of their employees or agents, have deviated from the activities and plans presented in the application or are no longer actively pursuing such activities.
- B. If the City License Officer fails to revoke a license as required by this section, then any resident of the City has standing to sue and may sue the City License Officer for a writ of mandamus compelling him or her to comply with the requirements of this chapter.

Sec. 9-17-6 - Compliance with Federal Abortion Laws Required

- A. It shall be unlawful for any person or licensed abortion clinic within the municipal boundaries of the City, or any employee or agent of an abortion clinic licensed by the City, to violate 18 U.S.C. § 1461 by using the mails for the mailing, carriage in the mails, or delivery of:
 1. Any article or thing designed, adapted, or intended for producing abortion; or
 2. Any article, instrument, substance, drug, medicine, or thing which is advertised or described in a manner calculated to lead another to use or apply it for producing abortion;
- B. It shall be unlawful for any person or licensed abortion clinic within the municipal boundaries of the City, or any employee or agent of an abortion clinic licensed by the City, to violate 18 U.S.C. § 1462 by:
 1. Using any express company or other common carrier or interactive computer service for carriage in interstate or foreign commerce of any drug, medicine, article, or thing designed, adapted, or intended for producing abortion; or
 2. Knowingly taking or receiving from such express company or other common carrier or interactive computer service any matter or thing described in subsection (B)(1).
- C. It shall be unlawful for any person or licensed abortion clinic within the municipal boundaries of the City, or any employee or agent of an abortion clinic licensed by the City, to engage in conduct that aids or abets the violations of 18 U.S.C. § 1461 or 18 U.S.C. § 1462 described in subsection (A).

Sec. 9-17-7 - Severability

- A. Mindful of *Leavitt v. Jane L.*, 518 U.S. 137 (1996), in which in the context of determining the severability of a state statute regulating abortion the Supreme Court of the United States held that an explicit statement of legislative intent is controlling, it is the intent of the City Council that every provision, section, subsection, sentence, clause, phrase, or word in this chapter, and every application of the provisions in this chapter to every person, group of persons, or circumstances, are severable from each other.

- B. If any application of any provision in this chapter to any person, group of persons, or circumstances is found by any court to be invalid, preempted, or unconstitutional, for any reason whatsoever, then the remaining applications of that provision to all other persons and circumstances shall be severed and preserved, and shall remain in effect. All constitutionally valid applications of the provisions in this chapter shall be severed from any applications that a court finds to be invalid, preempted, or unconstitutional, because it is the City Council's intent and priority that every single valid application of every provision in this chapter be allowed to stand alone.
- C. The City Council further declares that it would have enacted this chapter, and each provision, section, subsection, sentence, clause, phrase, or word, and all constitutional applications of the provisions of this chapter, irrespective of the fact that any provision, section, subsection, sentence, clause, phrase, or word, or applications of this chapter were to be declared invalid, preempted, or unconstitutional.
- D. If any provision of this chapter is found by any court to be unconstitutionally vague, then the applications of that provision that do not present constitutional vagueness problems shall be severed and remain in force, consistent with the severability requirements of Subsections (A), (B), and (C).
- E. No court may decline to enforce the severability requirements of Subsections (A), (B), (C), and (D) on the ground that severance would "rewrite" the ordinance or involve the court in legislative or lawmaking activity. A court that declines to enforce or enjoins a state or local official from enforcing a statute or ordinance is never rewriting the underlying law or engaging in legislative or lawmaking activity, as the statute or ordinance continues to contain the same words as before the court's decision. A judicial injunction or declaration of unconstitutionality:
1. Is nothing more than an edict prohibiting enforcement that may subsequently be vacated by a later court if that court has a different understanding of the requirements of the Colorado Constitution or United States Constitution;
 2. Is not a formal amendment of the language in a statute or ordinance; and
 3. No more rewrites a statute or ordinance than a decision by the executive not to enforce a duly enacted statute in a limited and defined set of circumstances.
- F. If any court, including any state or federal court, disregards any of the severability requirements in Subsections (A), (B), (C), (D), or (E), and declares or finds any provision of this chapter facially invalid, preempted, or unconstitutional, when there are discrete applications of that provision can be enforced against a person, group of persons, or circumstances without violating federal or state law or the federal or state constitutions, then that provision shall

be interpreted, as a matter of city law, as if the city had enacted a provision limited to the persons, group of persons, or circumstances for which the provision's application will not violate federal or state law or the federal or state constitutions, and every court shall adopt this saving construction of that provision until the court ruling that pronounced the provision facially invalid, preempted, or unconstitutional is vacated or overruled.

C. EFFECTIVE DATE

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 November 28, 2022.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk