



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

**MONDAY, FEBRUARY 13, 2023
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 Cornella, Pueblo Christian Center
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**
- F. PUBLIC FORUM**
- G. COUNCIL MEMBER AND MAYOR COMMENTARY**
- H. REVIEW OF 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 January 23, 2023, as distributed.

J1 City Council Minutes January 23, 2023

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 ratifying an emergency construction contract in the amount of \$48,774.20 to Parker Excavating, Inc., for Project No. 23-044, West 31st Street at Wildhorse Creek - Emergency Repair, setting forth \$20,000 for contingencies, and authorizing the Purchasing

Agent to execute same

- M2 A Resolution awarding a construction contract in the amount of \$72,137 to Greatland Concrete & Landscaping, Inc., for Project No. 23-001, Concrete Improvements - Troy Avenue, setting forth \$20,000 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution authorizing the transfer of budgeted and appropriated funds in the amount of \$332,311.26 from Project No. HU2102 - Portland Avenue Roadway & Concrete Repair to Project No. HUAN03 - Cross Pan/Curb and Gutter and closing out Project No. HU2102
- M4 A Resolution authorizing the issuance of a revocable permit to Lowe-North Construction, Inc., for the use of the public right-of-way near 3522 N. Elizabeth Street for the purpose of installing wayfinding signage
- M5 A Resolution authorizing the issuance of a revocable permit to Wendy Fetty and Mike Fetty for the purpose of installing landscaping improvements in the right-of-way near 750 Fortino Blvd
- M6 A Resolution approving revisions to the Standard Construction Specifications and Standard Details for the City of Pueblo
- M7 A Resolution adopting the 2023 City of Pueblo Three-Mile Annexation plan for the City of Pueblo for the purposes of annexation as required by the municipal annexation act of 1965 and rescinding all annexation master plans previously adopted
- M8 A Resolution tabling final action on the petition for the annexation of the 10.74-acre area commonly known as the Dorcy Community Housing Annexation, generally located south of Red Creek Springs Road, north of Regency Park 10th Filing, and west of The Meadows Subdivision, Filing 4 for an additional period of not more than 180 days
- M9 A Resolution of the Golf Course Enterprise Establishing Green Fees, Cart Fees, and other fees to be paid for play upon Elmwood and Walking Stick Municipal Golf Courses and rescinding all other Resolutions relating to such fees
- M10 A Resolution urging Congress to enact national infrastructure bank legislation (H.R 3339)
- M11 A Resolution confirming the appointment of Larry Atencio to the Pueblo Depot Activity Development Authority Board of Directors for the year 2023
- M12 A Resolution confirming the appointment by the Mayor of Rita Gonzales to the ADA Advisory Committee

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving and authorizing the Mayor to sign a subrecipient agreement between the City of Pueblo, a Colorado Municipal Corporation and the Pueblo Zoological Society, d/b/a the Pueblo Zoo, a Colorado nonprofit corporation, as authorized by section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6 and authorizing the payment of one hundred two thousand one hundred sixty-nine dollars (\$102,169) from Project no. CI2113 - American Rescue Plan Act, for purposes thereof
- N2 An Ordinance approving a Memorandum of Understanding between the City of Pueblo and the National League of Cities Institution (“NLCI”), approving and accepting a Cities Addressing Fines and Fees Equitably (“CAFFE”) grant, establishing Project No. PS2302, and budgeting and appropriating funds of \$10,000 to be used consistent with the MOU
- N3 An Ordinance authorizing funds in the amount of \$50,507.64 from the Black Hills Energy Underground Utility Fund to be expended for the Arkansas River Trail, Phase 4 Project,

- N4 An Ordinance approving a grant agreement with the Cities for Financial Empowerment Fund, Inc. for the financial empowerment center (FEC) implementation grant program, authorizing the Mayor to sign the grant agreement, accepting the grant award in the amount of \$150,000, creating Project No. CI2315, and budgeting and appropriating the grant funds of \$150,000 and matching funds of \$50,000 into Project No. CI2315
- N5 An Ordinance approving an agreement between the City of Pueblo, a Colorado Municipal Corporation, and the U.S Department of the Interior, by and through the U.S. Geological Survey, relating to the installation and maintenance of a gaging station at the 8th street bridge
- N6 An Ordinance designating St. Paul First African Methodist Church, 613 West Mesa Avenue, as a local historic landmark
- N7 An Ordinance amending zoning restrictions to rezone 612 East 2nd Street, lots 8 and 9 block 20, Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood
- N8 An Ordinance amending zoning restrictions to rezone 618 East 2nd Street, lots 6 and 7 block 20, Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood
- N9 An Ordinance vacating the entire Summo Court right-of-way, select sidewalk, public access, utility, and drainage easements in Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision
- N10 An Ordinance approving the Regency Park 5th Filing, 1st Amendment Subdivision
- N11 An Ordinance amending the the Fiscal Year 2023 Staffing Ordinance by temporarily adding two (2) Firefighter positions within the Fire Department
- N12 An Ordinance approving an ambulance service agreement between the City of Pueblo and American Medical Response of Colorado, Inc
- N13 An Ordinance approving a cooperative agreement between the U.S. Department of Justice Drug Enforcement Administration (DEA) and the City of Pueblo relating to the assignment of Pueblo Police Officers to a regional task force to assist in the investigation and the disruption of drug trafficking crimes, and authorizing the Mayor to execute same
- N14 An Ordinance approving a Second Amendment to an employment agreement between the City of Pueblo, a Colorado municipal corporation and Walter's Beer, LLC, a Colorado limited liability company relating to a job creating capital improvement project and authorizing the Mayor to execute said Second Amendment
- N15 An Ordinance approving and authorizing the Mayor to execute an Amendment No. 1 to the Agreement For Professional Services between the City of Pueblo, a Colorado Municipal Corporation and Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting relating to the Pueblo monthly economic dashboard reports
- N16 An Ordinance amending Section 7-3-6 of Article I of Chapter 3 of Title VII of the Pueblo Municipal Code relating to illegal dumping and providing for a mandatory fine of one thousand dollars (\$1,000) for violations thereof
- N17 An Ordinance amending Sections 12-6-4 and 12-6-5 of Chapter 6 of Title XII of the Pueblo Municipal Code relating to excavation permits and conditions and limitations applicable thereto

N18 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement between the City of Pueblo, a Colorado municipal corporation and the Sangre de Cristo Arts and Conference Center, Inc., a Colorado nonprofit corporation, as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury final rule 31 CFR 35.6 and authorizing the payment of fifty thousand dollars (\$50,000) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof

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 February 27, 2023, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

- Q1 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to the Boys and Girls Club of Pueblo County, a Colorado Nonprofit Corporation, in the amount of \$1,600 to sponsor a V.I.P. table for the annual Champions of Youth Dinner on Thursday, March 9 at 5:30 pm in the Pueblo Convention Center
- Q2 A Resolution authorizing transfer of funds from the council contingencies account in the 2023 general fund budget to the Pueblo Police Department in the amount of \$650 to sponsor a table for the annual awards ceremony on Friday, June 9 at 5:30 pm in the Pueblo Convention Center

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement between the City of Pueblo, a Colorado municipal corporation and United Way of Pueblo County, Inc., a Colorado nonprofit corporation, as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6 and authorizing the payment of nine hundred seventy-five thousand dollars (\$975,000) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof - *Introduced January 23, 2023 by Vicente Martinez Ortega*
- R2 An Ordinance approving and accepting a grant agreement for the City of Pueblo from the State of Colorado Department of Public Safety, Division of Criminal Justice for the better LED spaces grant, authorizing the Mayor to execute same, establishing project number CI2314, and budgeting and appropriating funds in the amount of \$744,000 to project number CI2314 - *Introduced January 23, 2023 by Vicente Martinez Ortega*
- R3 An Ordinance approving and accepting a PACOG multimodal transportation and mitigation options fund, coronavirus state and local fiscal recovery (MMOF-ARPA-SLFRF) funds grant, relating to transportation planning services, establishing Project number TP2241, budgeting and appropriating funds not to exceed \$200,000 and authorizing the Mayor to execute same - *Introduced January 23, 2023 by Vicente Martinez Ortega*
- R4 An Ordinance approving an amendment to the Delegation Agreement between the City of Pueblo, a Municipal Corporation, and the Pueblo Area Council of Governments for 2023 transportation planning services and authorizing the Mayor to execute same - *Introduced January 23, 2023 by Vicente Martinez Ortega*
- R5 An Ordinance approving a lease between the City of Pueblo, a Colorado Municipal Corporation and Black Hills Colorado Electric, LLC, a Delaware limited liability for the use of city-owned parcel no. 536100025 and authorizing the Mayor to execute same - *Introduced January 23, 2023 by Vicente Martinez Ortega*

- R6 An Ordinance approving an exchange agreement between the City of Pueblo and BIF IV Intrepid OpCo, LLC, allowing for the use of a city-owned conduit for the installation of Intrepid's fiber optic pathway in exchange for twelve (12) fiber strands for the city's exclusive use, and authorizing the Mayor to execute same - *Introduced January 23, 2023 by Vicente Martinez Ortega*
- R7 An Ordinance approving an animal services contract between the City of Pueblo, a Colorado municipal corporation and Pueblo County, a political subdivision of the State of Colorado and the Humane Society of The Pikes Peak Region, a Colorado non-profit corporation relating to the operation of the Pueblo Animal Shelter and the enforcement of local animal control ordinances and authorizing the Mayor to execute said contract - *Introduced January 23, 2023 by Vicente Martinez Ortega*
- R8 An Ordinance amending Chapter 4 of Title XI of the Pueblo Municipal Code, updating the provisions for dangerous animals and potentially dangerous animals - *Introduced January 23, 2023 by Vicente Martinez Ortega*
- R9 An Ordinance amending Chapter 1 of Title XI of the Pueblo Municipal Code to update the harassment provisions in accordance with recent supreme court rulings - *Introduced January 23, 2023 by Vicente Martinez Ortega*
- R10 An Ordinance amending Article VI of Chapter 3 of Title XI of the Pueblo Municipal Code, updating alcohol beverage tasting provisions due to changes in state law - *Introduced January 23, 2023 by Vicente Martinez Ortega*

S. EMERGENCY ORDINANCE

- S1 An Emergency Ordinance approving and authorizing the Mayor to sign a subrecipient agreement between the City of Pueblo, a Colorado Municipal Corporation and Posada, inc., a Colorado nonprofit corporation, as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6 and authorizing the payment of fifty thousand dollars (\$50,000) from project no. CI2113 - American Rescue Plan act, for purposes thereof

T. COUNCIL MEMBER CONFLICT OF INTEREST

Councilor Maestri may ask to be excused from the meeting due to a potential conflict of interest with agenda item number T-1.

- T1 A Resolution awarding a construction contract in the amount of \$397,339.80 to Baha Construction, Inc., for Project No. 22-052, Concrete Improvements - Dillon Drive, setting forth \$52,660.20 for contingencies, and authorizing the Purchasing Agent to execute same

U. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, JANUARY 23, 2023 - 7:00 PM
MINUTES**

A. CALL TO ORDER

President Graham called the meeting to order at 7:12 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

F. PUBLIC FORUM

- Judalon Smyth - Petition Remove Mayor System
- Laura Hall - Police Misconduct
- Deborah Martinez - Columbus
- Elvis Martinez - MLK and more
- Ted Freeman - Improving Quality of Life
- Rebecca Robles - Take it Down - Columbus
- John Colon - Renaming Pueblo Blvd
- Paul Rael - PRBD
- Sandra Sherrer - Pueblo Blvd/Mayor Position
- Lynda Vandiver - Planning Meeting
- Steve Villegos - Various

G. COUNCIL MEMBER AND MAYOR COMMENTARY

Mayor Gradisar discussed the State of the City speech, the next Community Connections event on February 3rd at the Vale Hotel at 9 a.m., reorganizing the Commission on Housing and Homelessness and creating a plan, an Ordinance to increase the fine on illegal dumping to

\$1,000, and the petition on eliminating the Strong Mayor position.

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, seconded by Councilor Martinez Ortega, moved to remove item N1 from the agenda and approve the agenda as amended.

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES FOR JANUARY 9, 2023

K. CONSENT AGENDA

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 12/14/2022

M. RESOLUTIONS

M1 A RESOLUTION APPROVING AND ACCEPTING A DONATION OF FUNDS FROM THE GARONE NICKSICH FOUNDATION TO THE CITY OF PUEBLO ON BEHALF OF THE PUEBLO FOOD PROJECT FOR THE ENTREPRENEUR DEVELOPMENT PROGRAM IN THE AMOUNT OF \$20,000 AND TRANSFERRING SAID FUNDS TO PROJECT NO. CO2102

This Resolution was assigned as 15127.

M2 A RESOLUTION APPROVING AGREEMENTS BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND BOHANNAN-HUSTON, INC., AND WILSON COMPANY, INC., FOR PROJECT NO. 22-069 PUEBLO REGIONAL ON-CALL TRANSPORTATION TECHNICAL ASSISTANCE CONSULTING SERVICES FOR PACOG/MPO AND THE CITY OF PUEBLO, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15128.

M3 A RESOLUTION CONFIRMING THE APPOINTMENT OF COUNCIL MEMBERS TO VARIOUS BOARDS AND COMMISSIONS FOR THE YEAR 2023

This Resolution was assigned as 15129.

M4 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MELISSA NERESON AND JON WALKER TO THE PUEBLO URBAN RENEWAL AUTHORITY

This Resolution was assigned as 15130.

N. ORDINANCES – FIRST PRESENTATION

N1 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SOUTHERN COLORADO HARM REDUCTION ASSOCIATION, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$975,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

This item was removed from the agenda.

N2 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND UNITED WAY OF PUEBLO COUNTY, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$975,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

N3 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE BETTER LED SPACES GRANT, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING PROJECT NUMBER CI2314, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$744,000 TO PROJECT NUMBER CI2314

N4 AN ORDINANCE APPROVING AND ACCEPTING A PACOG MULTIMODAL TRANSPORTATION AND MITIGATION OPTIONS FUND, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY (MMOF-ARPA-SLFRF) FUNDS GRANT, RELATING TO TRANSPORTATION PLANNING SERVICES, ESTABLISHING PROJECT NUMBER TP2241, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$200,000 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N5 AN ORDINANCE APPROVING AN AMENDMENT TO THE DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS

FOR 2023 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N6 AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND BLACK HILLS COLORADO ELECTRIC, LLC, A DELAWARE LIMITED LIABILITY FOR THE USE OF CITY-OWNED PARCEL NO. 536100025 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N7 AN ORDINANCE APPROVING AN EXCHANGE AGREEMENT BETWEEN THE CITY OF PUEBLO AND BIF IV INTREPID OPCO, LLC, ALLOWING FOR THE USE OF A CITY-OWNED CONDUIT FOR THE INSTALLATION OF INTREPID'S FIBER OPTIC PATHWAY IN EXCHANGE FOR TWELVE (12) FIBER STRANDS FOR THE CITY'S EXCLUSIVE USE, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

N8 AN ORDINANCE APPROVING AN ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION RELATING TO THE OPERATION OF THE PUEBLO ANIMAL SHELTER AND THE ENFORCEMENT OF LOCAL ANIMAL CONTROL ORDINANCES AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

N9 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE, UPDATING THE PROVISIONS FOR DANGEROUS ANIMALS AND POTENTIALLY DANGEROUS ANIMALS

N10 AN ORDINANCE AMENDING CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO UPDATE THE HARASSMENT PROVISIONS IN ACCORDANCE WITH RECENT SUPREME COURT RULINGS

N11 AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 3 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE, UPDATING ALCOHOL BEVERAGE TASTING PROVISIONS DUE TO CHANGES IN STATE LAW

O. APPROVAL OF CONSENT AGENDA

Councilor Martinez Ortega, seconded by Councilor Flores, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for February 13, 2023, 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. HEARINGS

Q1 HEARING ON THE APPEAL OF MR. HENRY BORUNDA REGARDING THE DECISION OF THE HISTORIC PRESERVATION COMMISSION ON THE APPLICATIONS FOR CERTIFICATE OF APPROPRIATENESS FOR THE PROPOSED INSTALLATION OF A STEEL FACADE AT 322-326 SOUTH UNION AVE

A staff report was given by Scott Hobson, Acting Director of Planning & Community Development and Wade Broadhead, Senior Planner.

An appeal was given by Jimmy Newmoon Roybal, Attorney, on behalf of Henry Borunda.

A picture of B street iron fencing around the patio was accepted as Exhibit A. A picture of a parklet on Union Ave was accepted as Exhibit B.

President Graham, seconded by Councilor Martinez Ortega, moved to remand the item to the Historic Preservation Commission for further review and to urge the HPC to issue a certificate of appropriateness.

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

Q2 HEARING ON THE APPEAL OF MR. HENRY BORUNDA REGARDING THE DECISION OF THE HISTORIC PRESERVATION COMMISSION ON THE APPLICATIONS FOR CERTIFICATE OF APPROPRIATENESS FOR THE PROPOSED INSTALLATION OF THE "CORE" MURAL ON 326 SOUTH UNION AVE

A staff report was given by Scott Hobson, Acting Director of Planning & Community Development and Wade Broadhead, Senior Planner.

An appeal was given by Jimmy Newmoon Roybal, Attorney, on behalf of Henry Borunda.

Councilor Flores, seconded by Councilor Martinez Ortega, moved to remand the item to the Historic Preservation Commission for further review and to urge the HPC to issue a certificate of appropriateness.

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

R. RESOLUTIONS

R1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE PUEBLO COMMUNITY COLLEGE FOUNDATION IN THE AMOUNT OF \$1,000 TO SPONSOR THE PUEBLO HALL OF FAME EVENT ON SATURDAY,

FEBRUARY 18, 2023 AT THE PCC FORTINO BALLROOM

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

Councilor Flores, 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 15131.

R2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE STEELWORKS CENTER OF THE WEST, DBA BESSEMER HISTORICAL SOCIETY, IN THE AMOUNT OF \$1,000 TO SPONSOR THE FACES OF CF&I DINNER ON SATURDAY, FEBRUARY 4, 2023 AT THE PUEBLO UNION DEPOT

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

Councilor Flores, seconded by Councilor Maestri, 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 15132.

R3 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO CATHOLIC CHARITIES OF DIOCESE OF PUEBLO IN THE AMOUNT OF \$1,500 TO SPONSOR THE ESPIRITU DINNER ON FRIDAY, FEBRUARY 10, 2023 AT THE PUEBLO CONVENTION CENTER

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

Councilor Martinez Ortega, seconded by Councilor Maestri, 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 15133.

S. ORDINANCES – FINAL PRESENTATION

S1 AN ORDINANCE ESTABLISHING PROJECT PL2203 FOR COLORADO SMELTER REVITALIZATION PROJECT SUPPORT, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$22,000 TO SAID PROJECT ACCOUNT

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

Works Director.

PUBLIC HEARING:

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

Councilor Martinez Ortega, seconded by President Graham, 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 **10373**.

S2 AN ORDINANCE ESTABLISHING PROJECT PL2101 FOR SAFE ROUTES TO SCHOOL FOR HAAFF ELEMENTARY SCHOOL, APPROVING AN INTERGOVERNMENTAL AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE STATE OF COLORADO, ACTING BY AND THROUGH THE COLORADO DEPARTMENT OF TRANSPORTATION, PROJECT: SAR M086-094 (24468), BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$279,180 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

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 **10374**.

S3 AN ORDINANCE APPROVING THE FOURTH AMENDMENT TO THE ANNEXATION AGREEMENT FOR THE AREA COMMONLY KNOWN AND DESCRIBED AS NORTH OF RED CREEK SPRINGS ROAD AND EAST OF THE GOODNIGHT ARROYO, AS APPROVED BY ORDINANCE NO. 7241

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 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 **10375**.

T. ADJOURN

President Graham adjourned the meeting at 9:52 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: February 13, 2023
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 RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$48,774.20 TO PARKER EXCAVATING, INC., FOR PROJECT NO. 23-044, WEST 31ST STREET AT WILDHORSE CREEK - EMERGENCY REPAIR, SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution ratifies and approved award of an emergency construction contract to Parker Excavating, Inc., for Project No. 23-044 West 31st Street at Wild Horse Creek - Emergency Repair.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

On December 13, 2022, the City of Pueblo Public Works Department received an Essential Repair Letter (ERL) from the Colorado Department of Transportation (CDOT) for URGENT priority repairs needed on the bridge at West 31st Street over the Wild Horse Creek. CDOT uses a third-party engineering firm (Stantec) to annually inspect all City of Pueblo bridges and culverts within the CDOT inspection program. There are approximately 41 city bridges and major culverts that are enrolled in this inspection program. In the most recent inspection, conducted on December 6, 2022, Stantec found that the approach sidewalk just northwest of the culvert is severely undermined and has caused the curb and gutter and sidewalk to settle.

This settling is preventing storm water drainage from flowing properly to the inlets. Water is overflowing the sidewalk and eroding the embankment, further exacerbating the settling and undermining of the sidewalk.

In general, this project will consist of replacing the settled sidewalk along with the curb and gutter sections to return them to the correct elevations, filling in the void areas under the sidewalk, repairs to the roadway, and stabilizing the embankment.

The Resolution ratifies the emergency construction contract that was awarded to Parker Excavating, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$68,774.20 will be paid from account CI2309, Road & Street Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Not approving this Resolution would require a finding that there was not an emergency condition.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1.

Bid Summary 31st Street Pavement Repair

RESOLUTION NO. 15134

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$48,774.20 TO PARKER EXCAVATING, INC., FOR PROJECT NO. 23-044, WEST 31ST STREET AT WILDHORSE CREEK - EMERGENCY REPAIR, SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, an emergency City improvement contract was requested by the Director of Public Works and authorized by the Mayor in accordance with Section 1-10-5 of the Pueblo Municipal Code for Project 23-044, West 31st Street at Wild Horse Creek - Emergency Repair; and,

WHEREAS, the proposal of Parker Excavating, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-044, West 31st Street at Wild Horse Creek - Emergency Repair to be performed; and,

WHEREAS, an emergency construction contract to complete the bridge repair was there upon awarded to Parker Excavating, Inc., under Contract Number 23-044; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for the bridge repairs at West 31st Street at Wild Horse Creek with Parker Excavating, Inc., Project No. 23-044, West 31st Street at Wild Horse Creek - Emergency Repair project awarded to said contractor in the amount of \$48,774.20.

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 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.....\$20,000.00

SECTION 4.

Funds for Project 23-044 (including contingencies and additional work) shall be from Project No. CI2309, Road & Street Repairs.

SECTION 5.

The officers and staff of the City of Pueblo are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to implement the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract, including any payments authorized under the contract, are hereby ratified.

SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

Bid Summary
23-044 Emergency Repairs at 31st Street to Wild Horse Creek

K.R. Swerdfeger Construction, LLC	Parker Excavating, Inc	Pate Construction Company, Inc
\$ 66,369.00	\$ 48,774.20	\$ 60,639.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023

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 \$72,137 TO GREATLAND CONCRETE & LANDSCAPING, INC., FOR PROJECT NO. 23-001, CONCRETE IMPROVEMENTS - TROY AVENUE, SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Greatland Concrete & Landscaping, Inc., for 23-001, Concrete Improvements - Troy Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of replacing non-compliant curb ramps with new ADA compliant curb ramps on Troy Avenue between Highway 47 and Highway 50. The Resolution awards the construction contract to Greatland Concrete & Landscaping, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$92,137.00 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.
23-001 Bid Summary - Concrete Improvements on Troy

RESOLUTION NO. 15135

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$72,137 TO GREATLAND CONCRETE & LANDSCAPING, INC., FOR PROJECT NO. 23-001, CONCRETE IMPROVEMENTS - TROY AVENUE, SETTING FORTH \$20,000 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-001, Concrete Improvements - Troy Avenue have been received and examined; and

WHEREAS, the proposal of Greatland Concrete & Landscaping, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-001, Concrete Improvements - Troy Avenue to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-001, Concrete Improvements - Troy Avenue, to be performed, and the contract for said project is hereby awarded to Greatland Concrete & Landscaping, Inc., in the amount of \$72,137.00.

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.....\$20,000

SECTION 4.

Funds for Project 23-001 (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.

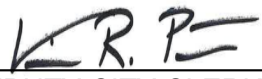
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



City of Pueblo

Purchasing

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

EVALUATION TABULATION

IFB No. 23-001 (CI2309)

Concrete Improvements - Troy Avenue

RESPONSE DEADLINE: January 25, 2023 at 10:00 am

Report Generated: Wednesday, January 25, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Greatland Concrete & Landscaping INC	\$72,137.00
Imperial Custom Concrete	\$109,150.35
Latcon Corp	\$119,719.47
Baha Construction, Inc.	\$122,122.00
Russ Grading & Excavating LLC	\$129,970.22
Sunland Asphalt & Construction, LLC	\$139,382.29

BASE BID (Table 1 of 2)

EVALUATION TABULATION
IFB No. 23-001 (CI2309)
Concrete Improvements - Troy Avenue

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		Greatland Concrete & Landscaping INC		Imperial Custom Concrete		Latcon Corp		Russ Grading & Excavating LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Curb and Gutter	440	LF	\$6.50	\$2,860.00	\$5.30	\$2,332.00	\$15.00	\$6,600.00	\$28.31	\$12,456.40	\$17.95	\$7,898.00
X	2	Remove Concrete	860	SF	\$4.00	\$3,440.00	\$3.23	\$2,777.80	\$5.00	\$4,300.00	\$5.00	\$4,300.00	\$4.38	\$3,766.80
X	4	Remove Asphalt Roadway	1025	SF	\$4.50	\$4,612.50	\$4.40	\$4,510.00	\$3.00	\$3,075.00	\$5.00	\$5,125.00	\$4.68	\$4,797.00
X	6	Construct Curb Head	282	LF	\$23.00	\$6,486.00	\$20.60	\$5,809.20	\$28.00	\$7,896.00	\$28.31	\$7,983.42	\$40.08	\$11,302.56
X	5	Construct Curb and Gutter	440	LF	\$37.00	\$16,280.00	\$26.00	\$11,440.00	\$38.00	\$16,720.00	\$49.95	\$21,978.00	\$61.93	\$27,249.20
X	7	Construct 4" Concrete	255	SF	\$13.00	\$3,315.00	\$6.20	\$1,581.00	\$10.00	\$2,550.00	\$11.66	\$2,973.30	\$33.52	\$8,547.60
X	8	Construct 6" Concrete	1477	SF	\$17.50	\$25,847.50	\$8.50	\$12,554.50	\$13.00	\$19,201.00	\$14.15	\$20,899.55	\$14.73	\$21,756.21
X	10	Construct Asphalt Roadway Patch	1025	SF	\$14.60	\$14,965.00	\$8.50	\$8,712.50	\$7.00	\$7,175.00	\$16.65	\$17,066.25	\$10.54	\$10,803.50
X	12	Install 24" X 24" Tactile Band	39	EA	\$400.00	\$15,600.00	\$260.00	\$10,140.00	\$250.00	\$9,750.00	\$199.80	\$7,792.20	\$380.88	\$14,854.32
X	11	Install Class 6 Road Base	13	TON	\$82.00	\$1,066.00	\$60.00	\$780.00	\$113.95	\$1,481.35	\$44.96	\$584.48	\$57.31	\$745.03

EVALUATION TABULATION
IFB No. 23-001 (CI2309)
Concrete Improvements - Troy Avenue

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		Greatland Concrete & Landscaping INC		Imperial Custom Concrete		Latcon Corp		Russ Grading & Excavating LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	13	Erosion and Sediment Control (Stormwater BMP's)	1	LS	\$2,500.00	\$2,500.00	\$2,800.00	\$2,800.00	\$3,135.00	\$3,135.00	\$4,295.75	\$4,295.75	\$1,950.00	\$1,950.00
X	14	Traffic Control	1	LS	\$11,950.00	\$11,950.00	\$7,000.00	\$7,000.00	\$15,317.00	\$15,317.00	\$9,990.12	\$9,990.12	\$9,800.00	\$9,800.00
X	15	Mobilization	1	LS	\$13,200.00	\$13,200.00	\$1,700.00	\$1,700.00	\$11,950.00	\$11,950.00	\$4,275.00	\$4,275.00	\$6,500.00	\$6,500.00
Total						\$122,122.00		\$72,137.00		\$109,150.35		\$119,719.47		\$129,970.22

BASE BID (Table 2 of 2)

Selected	Line Item	Description	Quantity	Unit of Measure	Sunland Asphalt & Construction, LLC	
					Unit Cost	Total
X	1	Remove Curb and Gutter	440	LF	\$19.20	\$8,448.00
X	2	Remove Concrete	860	SF	\$9.07	\$7,800.20
X	4	Remove Asphalt Roadway	1025	SF	\$7.91	\$8,107.75
X	6	Construct Curb Head	282	LF	\$26.02	\$7,337.64
X	5	Construct Curb and Gutter	440	LF	\$40.90	\$17,996.00

EVALUATION TABULATION
IFB No. 23-001 (CI2309)
Concrete Improvements - Troy Avenue

Selected	Line Item	Description	Quantity	Unit of Measure	Sunland Asphalt & Construction, LLC	
					Unit Cost	Total
X	7	Construct 4" Concrete	255	SF	\$12.27	\$3,128.85
X	8	Construct 6" Concrete	1477	SF	\$11.28	\$16,660.56
X	10	Construct Asphalt Roadway Patch	1025	SF	\$11.43	\$11,715.75
X	12	Install 24" X 24" Tactile Band	39	EA	\$169.04	\$6,592.56
X	11	Install Class 6 Road Base	13	TON	\$137.30	\$1,784.90
X	13	Erosion and Sediment Control (Stormwater BMP's)	1	LS	\$4,666.67	\$4,666.67
X	14	Traffic Control	1	LS	\$22,800.00	\$22,800.00
X	15	Mobilization	1	LS	\$22,343.41	\$22,343.41
Total						\$139,382.29

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Greatland Concrete & Landscaping INC	Imperial Custom Concrete	Latcon Corp	Russ Grading & Excavating LLC	Sunland Asphalt & Construction, LLC	Sunset Survival & First Aid, Inc.
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass	No Response
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass	Pass	No Response

EVALUATION TABULATION
IFB No. 23-001 (CI2309)
Concrete Improvements - Troy Avenue

Question Title	Baha Construction, Inc.	Greatland Concrete & Landscaping INC	Imperial Custom Concrete	Latcon Corp	Russ Grading & Excavating LLC	Sunland Asphalt & Construction, LLC	Sunset Survival & First Aid, Inc.
NAME, TITLE, and CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	No Response
ACKNOWLEDGEMENTS	No Response	No Response	No Response	No Response	No Response	No Response	No Response
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	No Response
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass	No Response
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass	No Response
Has/is this firm or any officer or partner of this firm:	No Response	No Response	No Response	No Response	No Response	No Response	No Response
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass	Pass	No Response
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass	No Response
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass	No Response
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass	No Response
Suspension or Debarment		Pass	Pass	Pass	Pass	Pass	No Response
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass	No Response
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass	No Response

EVALUATION TABULATION
IFB No. 23-001 (CI2309)
Concrete Improvements - Troy Avenue

Question Title	Baha Construction, Inc.	Greatland Concrete & Landscaping INC	Imperial Custom Concrete	Latcon Corp	Russ Grading & Excavating LLC	Sunland Asphalt & Construction, LLC	Sunset Survival & First Aid, Inc.
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass	No Response
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass	No Response



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$332,311.26 FROM PROJECT NO. HU2102 - PORTLAND AVENUE ROADWAY & CONCRETE REPAIR TO PROJECT NO. HUAN03 - CROSS PAN/CURB AND GUTTER AND CLOSING OUT PROJECT NO. HU2102

SUMMARY:

This resolution approves the transfer of previously budgeted and appropriated funds in the amount of \$332,311.26 from Project No. HU2102 - Portland Avenue Roadway & Concrete Repair to Project No. HUAN03 - Cross Pan/Curb and Gutter. The resolution also closes out Project HU2102 for 2023.

PREVIOUS COUNCIL ACTION:

On June 28, 2021, by Resolution No. 14652, Council approved the establishment of Project No. HU2102 - Portland Avenue Roadway and Concrete Repair and budgeted and appropriated \$800,000.00 for the project.

On August 23, 2021, by Resolution 14685, Council awarded a construction contract to RME Ltd., LLC., dba Elite Surface Infrastructure for Project No. 21-058 Portland Avenue Road Repairs.

BACKGROUND:

Project No. HU2102 was initially created to perform road repairs on Portland Avenue in 2021. These road repairs are now complete.

FINANCIAL IMPLICATIONS:

Transferring these funds as described herein will ensure there are appropriate funds available in Project No. HUAN03.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this resolution.

STAKEHOLDER PROCESS:

Not applicable to this resolution.

ALTERNATIVES:

If this resolution is not approved by the City Council, the required funds will not be allocated to Project HUAN03.

RECOMMENDATION:

Approval of the resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15136

A RESOLUTION AUTHORIZING THE TRANSFER OF BUDGETED AND APPROPRIATED FUNDS IN THE AMOUNT OF \$332,311.26 FROM PROJECT NO. HU2102 - PORTLAND AVENUE ROADWAY & CONCRETE REPAIR TO PROJECT NO. HUAN03 - CROSS PAN/CURB AND GUTTER AND CLOSING OUT PROJECT NO. HU2102

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The transfer of previously budgeted and appropriated funds in the amount of \$332,311.26 from Project No. HU2102 - Portland Avenue Roadway & Concrete Repair to Project No. HUAN03 - Cross Pan/Curb and Gutter is hereby approved.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO LOWE-NORTH CONSTRUCTION, INC., FOR THE USE OF THE PUBLIC RIGHT-OF-WAY NEAR 3522 N. ELIZABETH STREET FOR THE PURPOSE OF INSTALLING WAYFINDING SIGNAGE

SUMMARY:

Attached is a draft revocable permit submitted by Lowe-North Construction, Inc.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Lowe-North Construction, Inc., has submitted a revocable permit application requesting to install a wayfinding sign on N. Elizabeth Street to direct drivers to an electric vehicle charging station that will be installed behind the 7-11 Convenience store at 3522 N. Elizabeth Street.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from installing the wayfinding sign in the right-of-way for the public to find the electric vehicle charging station.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

Revocable Permit

RESOLUTION NO. 15137

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO LOWE-NORTH CONSTRUCTION, INC., FOR THE USE OF THE PUBLIC RIGHT-OF-WAY NEAR 3522 N. ELIZABETH STREET FOR THE PURPOSE OF INSTALLING WAYFINDING SIGNAGE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to Lowe-North Construction, Inc., for use of the right-of-way to install a wayfinding sign.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

REVOCABLE PERMIT

Pursuant to the authority granted by Section 16-9 of the Charter of Pueblo, a Municipal Corporation, (the "City"), the City Council of City hereby grants the following revocable permit to Permittee subject to and conditioned upon the provisions herein contained and the Permittee's compliance therewith:

1. Name, Address and Telephone Number of Permittee: **Lowe-North Construction, Inc. 800 A-Line Drive 913-686-3080**
2. Permitted Area: **Install a wayfinding sign on the west side of N. Elizabeth Street approximately 117 feet before the entrance to the 7-Eleven store across on the east side of N. Elizabeth Street. This would also be approximately 170'-0" south of the cross walk at the intersection of N. Elizabeth Street and US-50. Breakaway sign post to be offset from the road at least 2'-0".**
3. Purpose of Revocable Permit: **Install a small EV charging station symbol wayfinding sign with directional arrow below on a single breakaway post to help EV motorists find the EV charging station located in 7-Eleven parking lot and partially funded by a State of Colorado grant. The State of Colorado requests the installation of the sign and is paying for the installation.**
4. Commencement Date: **September 8, 2022**
5. Ending Date: **Indefinite**

PERMITTEE IN CONSIDERATION OF THE ISSUANCE AND GRANTING OF THE ABOVE DESCRIBED REVOCABLE PERMIT (THE "PERMIT") REPRESENTS, WARRANTS AND AGREES:

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. No use of the Permitted Area shall be made before the time of the Commencement Date.
- (b) All structures, fences, tables, chairs, equipment or other improvements authorized to be placed in the Permitted Area by Permittee (the "Improvements") shall be constructed, installed, and maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, no Improvement shall be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall any Improvement be installed or located in such a manner as to hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) If this Permit is issued for the use of the public right-of-way for a special event, Permittee shall deposit with the City the sum of \$500.00 ("Deposit"). The Deposit will be forfeited to the City if Permittee does not remove all Permittee's equipment and property from, and clean and restore the Permitted Area to its original condition before the Time of the Ending Date. If so timely removed and cleaned, the Deposit will be returned to Permittee.
- (e) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition. Failure to timely remove all of Permittee's Improvements from the Permitted Area and clean and restore the Permitted Area to its original condition shall constitute Permittee's abandonment of the Permittee's Improvements, and City may, at Permittee's expense, remove and dispose of Permittee's Improvements and clean and restore the Permitted Area to its original condition. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (f) Permittee shall keep all Improvements and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (g) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the Improvements in the Permitted Area, or the use of the Permitted Area or Improvements by Permittee, its officers, agents, employees, invitees or general public.
- (h) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (i) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and Improvements in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (j) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.
- (k) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:

(i) If to Permittee, at the address shown in paragraph 1 above.

(ii) If to City, 1 City Hall Place, Pueblo Colorado 81003, Attention: Revocable Permit Review Committee

Each party reserves the right to change its address provided notice of such change is given in accordance with the paragraph (k).

(l) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove any and all Permittee's Improvements in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Improvements within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(m) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (h) and (i) above; or (v) revocation or termination of this Permit by resolution of the City Council of City. The termination of this Permit shall not relieve Permittee from Permittee's obligations under paragraph (f) until the Authorized Improvements have been removed by Permittee in compliance with paragraph (e).

(n) Permittee acknowledges and agrees that this Permit is temporary and subject to revocation or termination by resolution of the City Council of City, in its sole discretion, for any reason or no reason, at anytime, without liability to City, and without notice to or hearing by Permittee. Permittee waives any and all right or claim to such notice, hearing, and liability of the City.

Signed in Pueblo, Colorado this _____ day of _____, 20_____.

PERMITTEE:

Organization or
Individual: _____

By: _____

Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

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

My commission expires: _____.

Notary Public

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

By _____

Nicholas A. Gradisar, Mayor





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andrew Hayes, Public Works Director

SUBJECT: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO WENDY FETTY AND MIKE FETTY FOR THE PURPOSE OF INSTALLING LANDSCAPING IMPROVEMENTS IN THE RIGHT-OF-WAY NEAR 750 FORTINO BLVD

SUMMARY:

Attached is a draft revocable permit to be approved for issuance to Wendy Fetty and Mike Fetty.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Wendy and Mike Fetty have submitted a revocable permit application requesting to install landscaping improvements in the public right-of-way near 750 Fortino Blvd. The Pueblo Municipal Code allows property owners and developers to meet the minimum landscaping requirements of the zoning district by installing certain landscaping improvements within the right-of-way upon issuance of a revocable permit authorizing them to do so.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from installing the landscaping improvements in the right-of-way.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1.
Landscaping Revocable Permit

RESOLUTION NO. 15138

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO WENDY FETTY AND MIKE FETTY FOR THE PURPOSE OF INSTALLING LANDSCAPING IMPROVEMENTS IN THE RIGHT-OF-WAY NEAR 750 FORTINO BLVD

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The attached Revocable Permit is authorized to be issued to Wendy Fetty and Mike Fetty for use of the right-of-way to install landscaping improvements in the right-of-way near 750 Fortino Boulevard.

SECTION 2.

The use of the public right-of-way granted hereby is subject to all limitations, terms, and conditions set forth in the attached Revocable Permit.

SECTION 3.

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

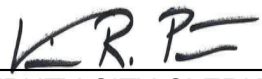
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

LANDSCAPING REVOCABLE PERMIT

(Section 17-4-7 Pueblo Municipal Code)

Pursuant to Section 16-9 of the Charter of the City of Pueblo ("City") the City Council of City hereby grants a revocable permit to the Permittee named herein for the sole purpose of installing and maintaining landscaping in the Permitted Area herein described, subject to and conditioned upon the provisions, covenants and conditions contained herein and Permittee's compliance therewith:

1. Permittee's name and address: **Wendy and Mike Fetty 750 Fortino Blvd Pueblo, CO 81008 719-251-8660**

2. Legal description and street address of real property owned by Permittee subject to Section 17-4-7 of the Pueblo Municipal Code ("Permittee's Property"): **PARCEL A COLLEGE ROAD SUBDIVISION 4TH FILING, REARRANGEMENT OF PROPERTY BOUNDARIES, RPB-21-12 FORMERLY #05-130-49-010 and 750 FORTINO BLVD PUEBLO, CO 81008**

3. "Permitted Area" means and includes that portion of the public right-of-way adjacent to Permittee's Property shown on the attached Landscape Plan. **The property has an existing right of way between property line and back of sidewalk of a distance of (11') eleven feet on Fortino Blvd. and (5.5') five and a half feet on Crane Ridge Drive. The minimum required (10') ten-foot landscape setback area will be provided.**

In consideration of the issuance and granting of this Revocable Permit, Permittee represents, warrants and agrees as follows:

1. Permittee shall within _____ days from date hereof install landscaping on Permittee's Property and in the Permitted Area in compliance with the Section 17-4-7 of the Pueblo Municipal Code and as shown on the attached Landscape Plan.

2. Permittee shall keep, maintain and replace the landscaping as required by Section 17-4- 7(b)(8)(b) of the Pueblo Municipal Code or any substituted provision thereof.

3. This Revocable Permit shall automatically terminate and be revoked upon the revocation or termination of this Revocable Permit by Resolution of the City Council of City. Permittee acknowledges and agrees that this Revocable Permit is temporary and subject to revocation or termination by the City Council of City for any reason, at any time, without notice to or hearing by Permittee, and Permittee waives any and all claim to any such notice and hearing.

4. Immediately upon termination of this Revocable Permit, Permittee shall

(a) remove the landscaping from the Permitted Area and no longer use the Permitted Area for any purpose;

(b) replace and relocate landscaping on Permittee's Property which meets and complies with Section 17-4-7 of the Pueblo Municipal Code or any substituted provision thereof; and

(c) meet and comply with all applicable off-street parking requirements set forth in Sections 17-4-42, 17-4-43, 17-4-44 and 17-4-45 of the Pueblo Municipal Code on Permittee's Property or other property allowed under said Sections of the Pueblo Municipal Code or any substituted provision thereof.

5. If Permittee fails for any reason to timely perform and comply with the requirements and provisions of this Revocable Permit, City, in addition to all other remedies provided by NOTE: This Revocable Permit must be recorded in the office of the Pueblo County Clerk and Recorder. -2- law, may revoke the certificate of occupancy for the building on Permittee's Property.

6. The covenants of this Revocable Permit shall run with Permittee's Property and shall extend to, be binding upon, and inure to the benefit of City and Permittee and their respective heirs, personal representatives, successors and assigns.

7. Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Revocable Permit or the conditions hereof, or the existence, construction, installation, repair or maintenance of the landscaping in the Permitted Area, or the use of the Permitted Area by Permittee, its officers, agents, employees, invitees or general public.

Executed at Pueblo, Colorado the day of , 20_____.

PERMITTEE:

Organization or
Individual:

By:

Title:

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

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

My commission expires: _____.

Notary Public

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



By _____

Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023

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, and amended on December 12, 2022, and January 09, 2023.

PREVIOUS COUNCIL ACTION:

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

Resolution 15088, dated December 12, 2022, and Resolution 15114, dated January 9, 2023, amended the "2022" 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 the public infrastructure can safely meet the needs and demands of the public; and 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 our public infrastructure systems.

The Standard Construction Specifications and Standard Details were adopted by the 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 that have been changed. Those changes that are deletions are stricken through and are in brackets. Those changes that are additions are underlined and all changes (either additions or deletions) are in 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 of Community Development 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. ARTICLE 12 - Storm Sewers (230213 Revisions)
2. Standard Details - Revised Drawings

RESOLUTION NO. 15139

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; and,

WHEREAS, Resolution 15088, dated December 12, 2022, amended the Standard Construction Specifications and Standard Details; and,

WHEREAS, Resolution 15114, dated January 9, 2023, amended 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, as revised, shall be maintained on file in the office of the City Clerk for public inspection. Copies of the Standard Specifications, as revised, 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 February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

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 joint 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.~~

12.2.5[6] BEDDING FOR PIPE

Bedding for storm sewer pipe shall be Class "B" as defined in ARTICLE 11 - SANITARY SEWERS, Section 11.2.10 Class "B" Bedding Material. Limits for bedding around the pipe shall be as shown on the Standard Details.

12.2.6[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.

12.2.7[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.

12.2.8[9] 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.

12.2.9[40] 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 - SANITARY SEWERS, Section 11.2.8 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.

12.2.10[44] 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.

12.2.11[42] 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

12.2.12[43] 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. ~~13~~[44] 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 RAILROAD AND HIGHWAY CROSSINGS

All provisions of Section 11.3.2 are applicable.

12.3.3 EXCAVATION - GENERAL

All provisions of Section 11.3.3 are applicable.

12.3.4 TRENCH EXCAVATION - WIDTH AND DEPTH

All provisions of Section 11.3.4 are applicable.

12.3.5 HANDLING EXCAVATED MATERIAL

All provisions of Section 11.3.5 are applicable.

12.3.6 UNSTABLE SUBGRADE

All provisions of Section 11.3.6 are applicable.

12.3.7 TRENCHES IN ROCK

All provisions of Section 11.3.7 are applicable.

12.3.8 QUICKSAND AND GROUNDWATER INFILTRATION

All provisions of Section 11.3.8 are applicable except that the following sentence be added;

12.3.15 TESTING AND INSPECTION

Replace section 11.3.15 - 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 CLEANING SEWERS AND APPURTENANCES

All provisions of Section 11.3.16 are applicable.

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

All provisions of Section 11.3.17 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.

12.3.18 GRAVEL SURFACED STREETS OR ALLEYS

When trenches are excavated in streets or alleys which have only a gravel surface, Contractor shall replace such surfacing on a compacted backfill with gravel conforming to ARTICLE 6 - AGGREGATE BASE CONSTRUCTION, CLASS 6, equal in depth to that which originally existed or a minimum thickness of two inches (2"). The surface shall conform to the street or alley grade as set by the Engineer. Where the completed surface settles below finished grade, additional gravel base course material shall be placed and compacted immediately to restore the roadbed surface to finished grade and allow drainage.

12.3.19 CONCRETE AND ASPHALT PAVEMENT REMOVAL AND REPLACEMENT

When concrete pavement is removed, the removal shall be to an existing joint or to a sawed joint which is made prior to removal.

The final edges of asphalt removed and replaced shall be along a straight line neatly sawed to a depth which allows the pavement to be removed with no disturbance to the asphalt left in place.

The edges of pavement (either concrete or asphalt) removal and replacement shall extend one foot (1') beyond the edge of the excavation required for pipe installation. The edges of the 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 Article 11 - 24 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.

12.3.20 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.

12.3.21 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.

12.3.22 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.

12.3.23 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.

12.3.24 ASPHALT OR CONCRETE UNAVAILABLE OR INCLEMENT WEATHER ON COMPLETION OF BACKFILL

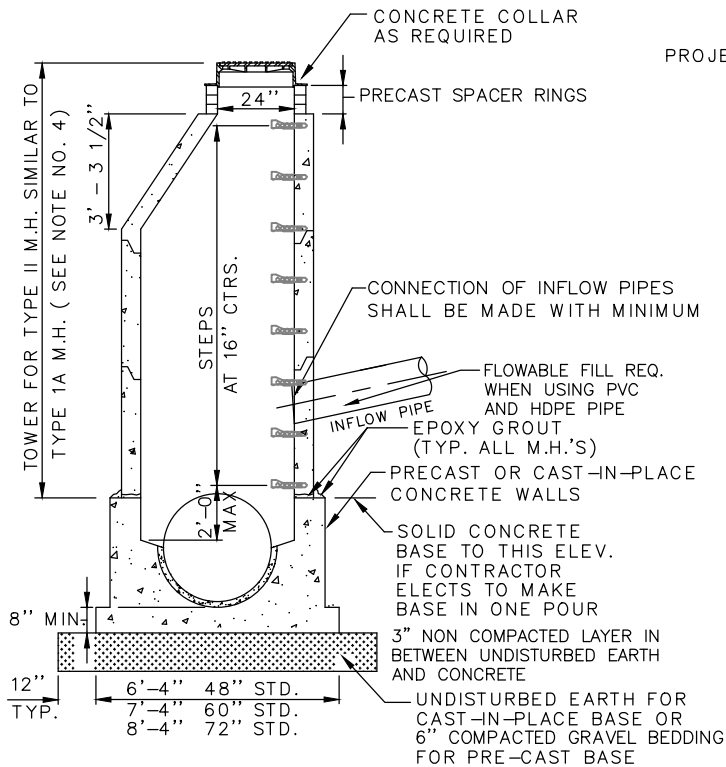
Upon completion of backfill operations, if hot bituminous asphalt or concrete is unavailable or the weather is inclement, a temporary asphalt surface - cold mix or other approved Article 11 - 25 material - having a two inch (2") minimum thickness shall be installed immediately on the surface of the trench, cut, or hole in an asphalt or concrete street, walk, curb and gutter, etc. before the Contractor leaves the excavation site or continues the trench to the next block, intersection, or alley, unless otherwise allowed by the Engineer. Cold mix asphalt and its placement shall be furnished at the Contractor's expense and shall not be a pay item.

As soon as hot bituminous asphalt or concrete becomes available, the temporary asphalt surface shall be removed and replaced with permanent asphalt or concrete in accordance with prevailing City construction and material specifications for the class of work involved by the Contractor. See ARTICLE 8 – PAVEMENT for additional requirements.

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).



TYPE 1A 48" STANDARD MANHOLE

15" TO 18"

TYPE 1B 60" STANDARD MANHOLE

< 18" TO 42"

TYPE 1C 72" STANDARD MANHOLE

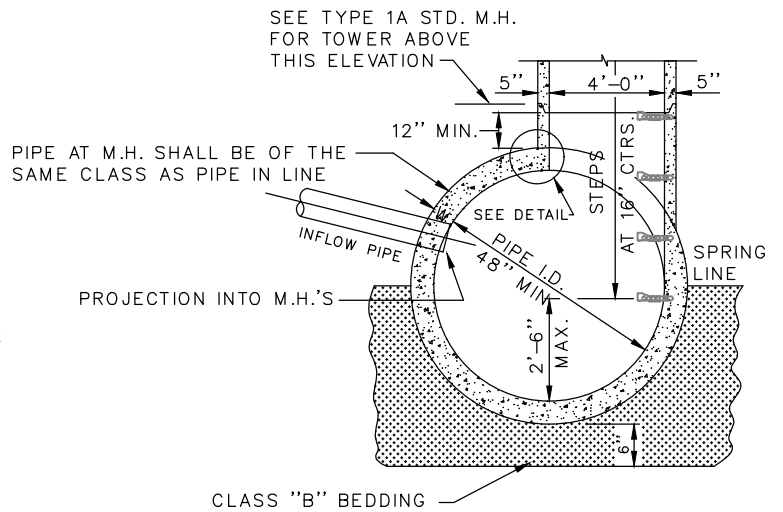
< 42" TO 54"

NO SCALE

PIPES < 54" APPROPRIATE MANHOLE SIZE FROM CDOT STAND PLAN NO. M-604-20

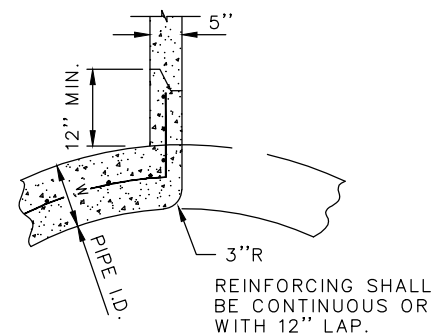
NOTES:

- DESIGN CRITERIA:
CONCRETE -4,000 P.S.I. COMPRESSIVE STRENGTH AT 28 DAYS (TYPE II-V CEMENT).
- FOR PIPE INVERT ELEV.'S SEE PLAN & PROFILE SHEETS.
- LADDER RUNGS REQUIRED IN ALL M.H.'S
- IF ALTERNATE CSP DESIGN IS USED, TYPE II M.H. SHALL BE MODIFIED & CONSTRUCTED FROM CORRUGATED PIPE.
- IF PRE-CAST MANHOLE BASES ARE USED, THE CONCRETE BENCH/TROUGH SHALL BE CAST-IN-PLACE.
- CONTRACTOR SHALL USE A RESILIENT FLEXIBLE CONNECTOR WHEN CONNECTING FLEXIBLE PIPE TO PRECAST CONCRETE MANHOLES CONFORMING TO ASTM C1478 FOR STORM APPLICATIONS.



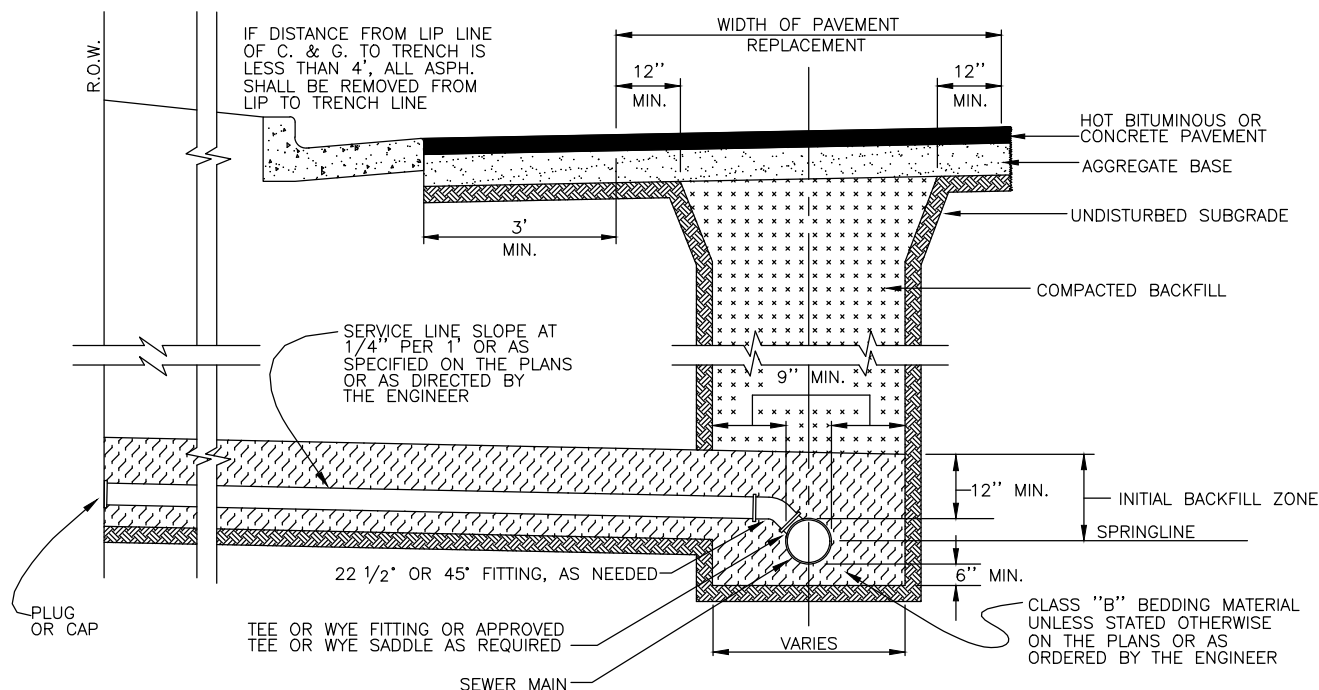
TYPE II MANHOLE STANDARD FOR RCP

(SEE NOTE 4)
NO SCALE



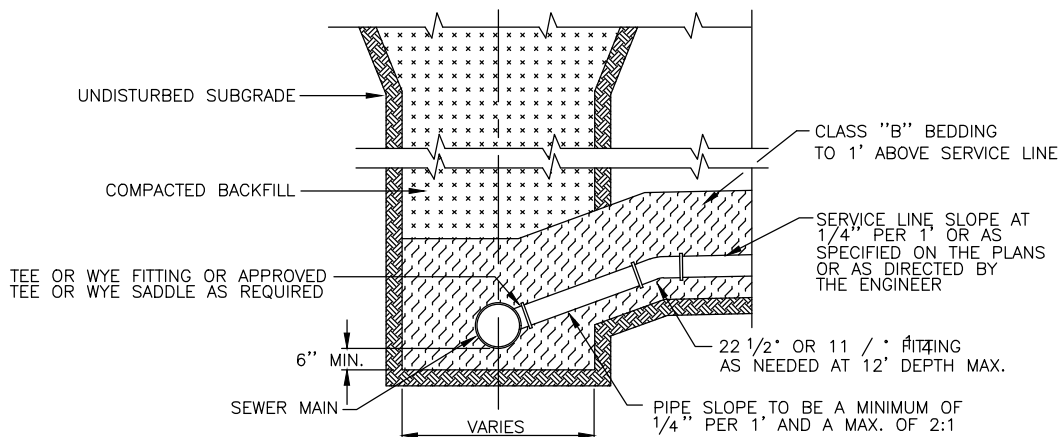
RCP CONNECTION DETAIL

SCALE: 1"=2'-0"



TRENCH DETAIL FOR SANITARY SEWER MAIN AND SERVICE LINES

SCALE: 1"=3'-0"

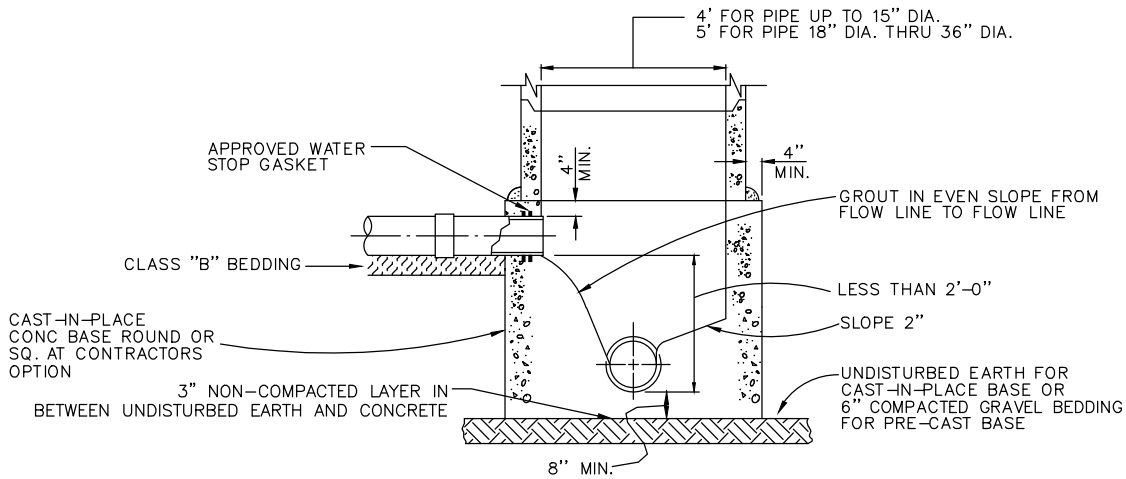


SANITARY SEWER SERVICE INSTALLATION FOR MAINS GREATER THAN 12 FEET DEEP

SCALE: 1"=3'-0"

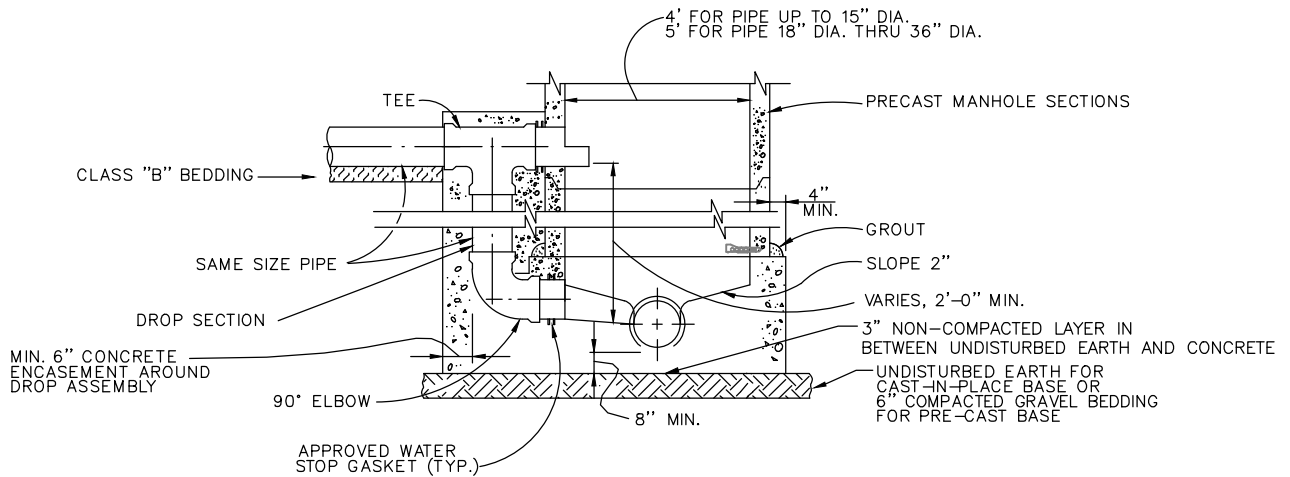
NOTES:

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 1/4 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.



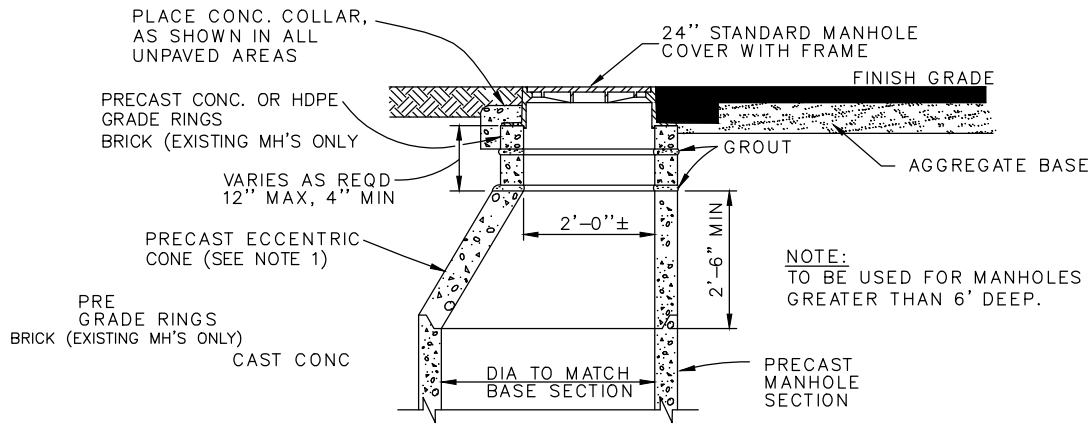
MANHOLE BASE SECTION FOR PIPE DROP LESS THAN 2'-0"

NOT TO SCALE



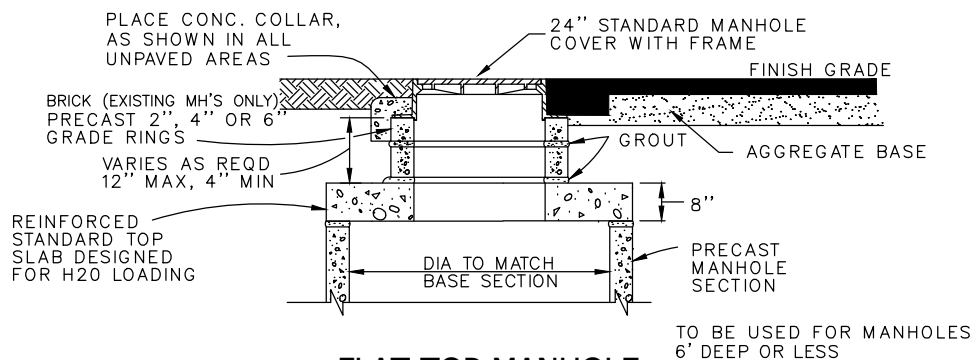
MANHOLE BASE SECTION WITH DROP ASSEMBLY

NOT TO SCALE



MANHOLE TOP SECTION WITH RING EXTENSION

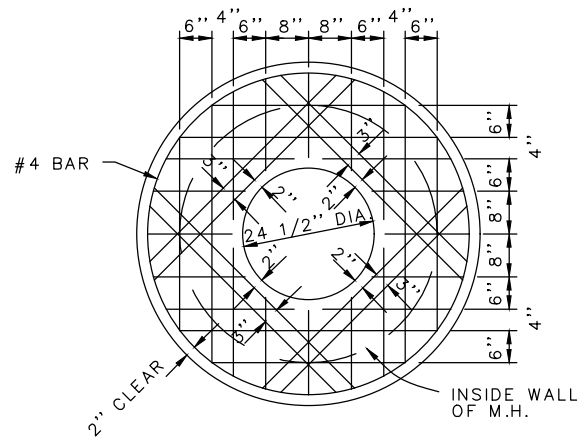
SCALE: 1"=3'-0"



FLAT TOP MANHOLE

SCALE: 1"=3'-0"

NOTE 1. "SITUATE ECCENTRIC CONE SECTION WHERE SLOPE OF THE CONE SECTION IS POINTING TOWARD THE DOWNSTREAM DIRECTION"



TOP CONCRETE SLAB FOR FLAT TOP MANHOLE

NOT TO SCALE

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.

MANHOLE DETAILS

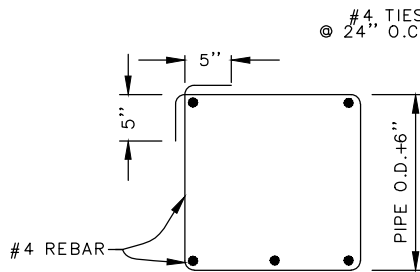
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SD24

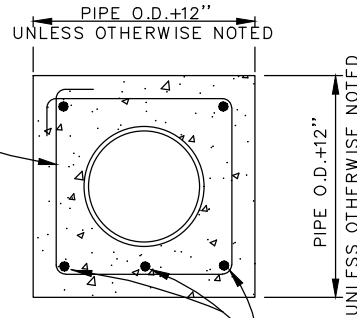
DRAWN BY: JM
CHECKED BY: SM
APPROVED BY: SM

2/13/2023
10/17/2022
REVISION

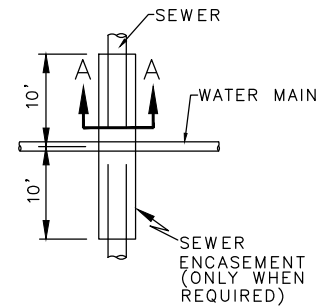




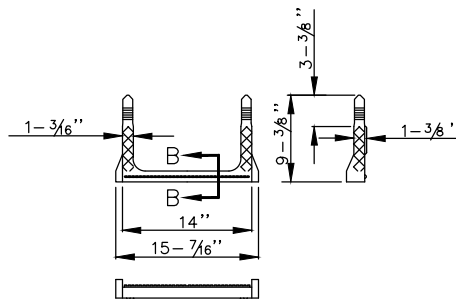
BENDING DIAGRAM
NOT TO SCALE



SECTION A-A
NOT TO SCALE

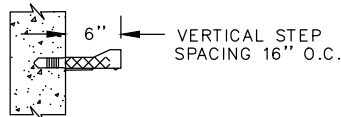


SEWER ENCASEMENT DETAILS
NOT TO SCALE



COPOLYMER POLYPROPYLENE PLASTIC
1/2" GRADE 60 STEEL REINF.

SECTION B-B



MANHOLE STEP- STORMWATER ONLY
NOT TO SCALE

Materials

General

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 installation of tracer wire and appurtenances, as shown on the plans, as herein specified and directed by the Engineer to comply with Senate Bill 18-167. The bill requires that all new underground facilities, including laterals up to the structure or building being served, installed on or after August 8, 2018, must be electronically locatable when installed per section 9-1.5-103(10), C.R.S.

All tracer wire and tracer wire products shall be domestically manufactured in the U.S.A.

All tracer wire shall have HDPE insulation intended for direct bury, color coated per APWA standard for the specific utility being marked.

Tracer Wire

- **Open Trench** - Tracer wire shall be #12 AWG copper clad steel, high strength with minimum 450 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Directional Drilling/Boring** - Tracer wire shall be #12 AWG copper clad steel, extra high strength with minimum 1,150 lb. break load, with minimum 30 mil HDPE insulation thickness.
- **Tracer wire - Pipe Bursting/Slip Lining** - Tracer wire shall be 7 x 7 stranded copper clad steel, extreme strength with 4,700 lb. break load, with minimum 50 ml HDPE insulation thickness.

Connectors

- All mainline tracer wires must be interconnected in intersections, at mainline tees and mainline crosses. At tees, the three wires shall be joined using a single 3-way lockable connector (SnakeBite™ or approved equal). At crosses, the four wires shall be joined using a 4-way connector. Use of two 3-way connectors with a short jumper wire between them is an acceptable alternative.
- **Direct bury wire connectors** - Shall include SnakeBite™ 3-way lockable connectors (or approved equal) and mainline to lateral lug connectors specifically manufactured for use in underground tracer wire installation. Connectors shall be dielectric silicon filled to seal out moisture and corrosion and shall be installed in a manner so as to prevent any uninsulated wire exposure.
- Non-locking friction fit, twist on or taped connectors are prohibited.

Termination/Access

- All tracer wire termination points must utilize an approved tracer wire access box (above ground access box or grade level/in-ground access box as applicable), specifically manufactured for this purpose.
- All grade level/in-ground access boxes shall include a dual terminal switchable lid (SnakePit® LD14G2T-SW or approved equal), be appropriately identified with "sewer" cast into the cap, and color coded per APWA standard for the specific utility being marked.
- A minimum of 2 ft. of excess/slack wire is required in all tracer wire access boxes after meeting final elevation.
- All tracer wire access boxes must include a manually interruptible conductive/connective link between the terminal(s) for the tracer wire connection and the terminal for the ground rod wire connection.
- Ground wire shall be connected to the identified (or bottom) terminal on all access boxes.
- **Service Laterals on public property** - Tracer wire must terminate with a coil of 6 feet of tracer wire for future extension to the building, located at the edge of the road right-of-way, and out of the roadway.
- **Service Laterals on private property** - Tracer wire must terminate at an approved above-ground tracer wire access box, affixed to the building exterior directly above where the utility enters the building, at an elevation not greater than 5 vertical feet above finished grade, or terminate at an approved grade level/in-ground tracer wire access box, located within 2 linear feet of the building being served by the utility.
- **Long-runs, in excess of 2,500 linear feet** - Tracer wire access must be provided utilizing an approved grade level/in-ground tracer wire access box, located at the edge of the road right-of-way and out of the roadway. The grade level/in-ground tracer wire access box shall be delineated using a minimum 48" polyethylene marker post, color coded per APWA standard for the specific utility being marked or other approved marker by the City of Pueblo.

Grounding

- Tracer wire must be properly grounded at all dead ends/stubs.
- Grounding of tracer wire shall be achieved by use of a drive-in magnesium ground rod with a minimum of 20ft of #12 red HDPE insulated copper clad steel wire connected to anode (minimum 1.5 lb.) specifically manufactured for this purpose and buried at the same elevation as the utility.
- When grounding the tracer wire at dead ends/stubs, the ground rod shall be installed in a direction 180 degrees opposite of the tracer wire, at the maximum possible distance.
- When grounding the tracer wire in areas where the tracer wire is continuous and neither the mainline tracer wire or the ground rod wire will be terminated at/above grade, install ground rod wire directly beneath and in-line with the tracer wire. Do not coil excess wire from ground rod wire. In this installation method, the ground rod wire shall be trimmed to an appropriate length before connecting to tracer wire with a mainline to lateral lug connector.
- Where the ground rod wire will be connected to a tracer wire access box, a minimum of 2 ft. of excess/slack wire is required after meeting final elevation.

REVISION		TRACER WIRE SPECIFICATIONS (1)	SD32
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	DRAWN BY: JH CHECKED BY: SM APPROVED BY: JH

Installation

General

- Tracer wire installation shall be performed in such a manner that allows proper access for connection of line tracing equipment, proper locating of wire without loss or deterioration of low frequency (512Hz) signal for distances in excess of 1,000 linear feet, and without distortion of signal caused by multiple wires being installed in close proximity to one another.
- Tracer wire systems must be installed as a single continuous wire, except where using approved connectors. No looping or coiling of wire is allowed.
- Any damage occurring during installation of the tracer wire must be immediately repaired by removing the damaged wire and installing a new section of wire with approved connectors. Taping and/or spray coating shall not be allowed.
- Tracer wire shall be installed at the top of the pipe and secured (taped/tied) at 5' intervals.
- Tracer wire must be properly grounded as specified.
- Tracer wire on all service laterals/stubs must terminate at an approved tracer wire access box located directly above the utility, at the edge of the road right-of-way but out of the roadway. (See Tracer wire **Termination/Access**)
- At all mainline dead-ends, tracer wire shall go to ground using an approved connection to a drive-in magnesium ground rod, buried at the same depth as the tracer wire. (See **Grounding**)
- Mainline tracer wire shall not be connected to existing conductive pipes. Treat as a mainline dead-end and ground using an approved waterproof connection to a ground rod buried at the same depth as the tracer wire.
- All service lateral tracer wires shall be a single wire, connected to the mainline tracer wire using an approved mainline to lateral lug connector, installed without cutting/splicing the mainline tracer wire.
- In occurrences where an existing tracer wire is encountered on an existing utility that is being extended or tied into, the new tracer wire and existing tracer wire shall be connected using approved splice connectors and shall be properly grounded at the splice location as specified.

Storm & Sanitary Sewer Systems

- All service lateral tracer wires must be properly connected to the mainline tracer wire to ensure full tracing/locating capabilities from a single connection point.
- Lay mainline tracer wire continuously, by-passing around the outside of manholes/structures on the north or east side.
- Tracer wire on all sewer laterals must terminate at the property line with a coil of 6 feet of tracer wire taped directly to the service lateral at the edge of the road right-of-way or at an approved location.
- The City of Pueblo Stormwater Department or Wastewater Department must be contacted to inspect tracer wire installation prior to backfilling any infrastructure that connects to the City's storm sewer or sanitary sewer system.

Prohibited Products and Methods

The following products and methods shall not be allowed or acceptable:

- Uninsulated tracer wire
- Tracer wire insulations other than HDPE
- Tracer wires not domestically manufactured
- Non-locking, friction fit, twist on or taped connectors
- Brass or copper ground rods
- Wire connections utilizing taping or spray-on waterproofing
- Looped wire or continuous wire installations, that has multiple wires laid side-by-side or in close proximity to one another
- Tracer wire wrapped around the corresponding utility
- Brass fittings with tracer wire connection lugs
- Wire terminations within the roadway, i.e. in valve boxes, cleanouts, manholes, etc.
- Connecting tracer wire to any conductive utilities

Testing

- All new tracer wire installations shall be located using typical low frequency (512Hz) line tracing equipment, witnessed by the contractor, engineer and facility owner as applicable, prior to acceptance of ownership.
- This verification shall be performed upon completion of rough grading and again prior to final acceptance of the project.
- Continuity testing in lieu of actual line tracing shall not be accepted.

REVISION		TRACER WIRE SPECIFICATIONS (2)	SD33
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION	DRAWN BY: JH
		211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE	CHECKED BY: SM APPROVED BY: JH

Products

The following products have been deemed acceptable and appropriate. These products are a guide only to help you choose the correct applications for your tracer wire project.

- **Copper-Clad Steel (CCS) Tracer Wire**

- o **Open Trench** - Copperhead® #12 High Strength part # 1230G-HS or approved equal.
- o **Directional Drilling/Boring** - Copperhead® Extra High Strength part # 1245G-EHS or approved equal.
- o **Pipe Bursting/Slip Lining** - Copperhead® SoloShot Extreme Strength 7 x 7 Stranded part # GPBX- 50 or approved equal.

- **Connectors**

- o Copperhead® 3-way locking connector part # LSC1230C or approved equal.
- o DryConn 3-way Direct Bury Lug: Copperhead® Part # 3WB-01 or approved equal.

- **Termination/Access**

- o **Non-Roadway access boxes applications:** Tracer wire access boxes grade level Copperhead® 3-way Direct Bury Lug adjustable lite duty Part # LD14G2T-SW or approved equal.
- o **Concrete / Driveway access box applications:** Tracer wire access boxes grade level Copperhead® Part # CD14G2T-SW or approved equal.

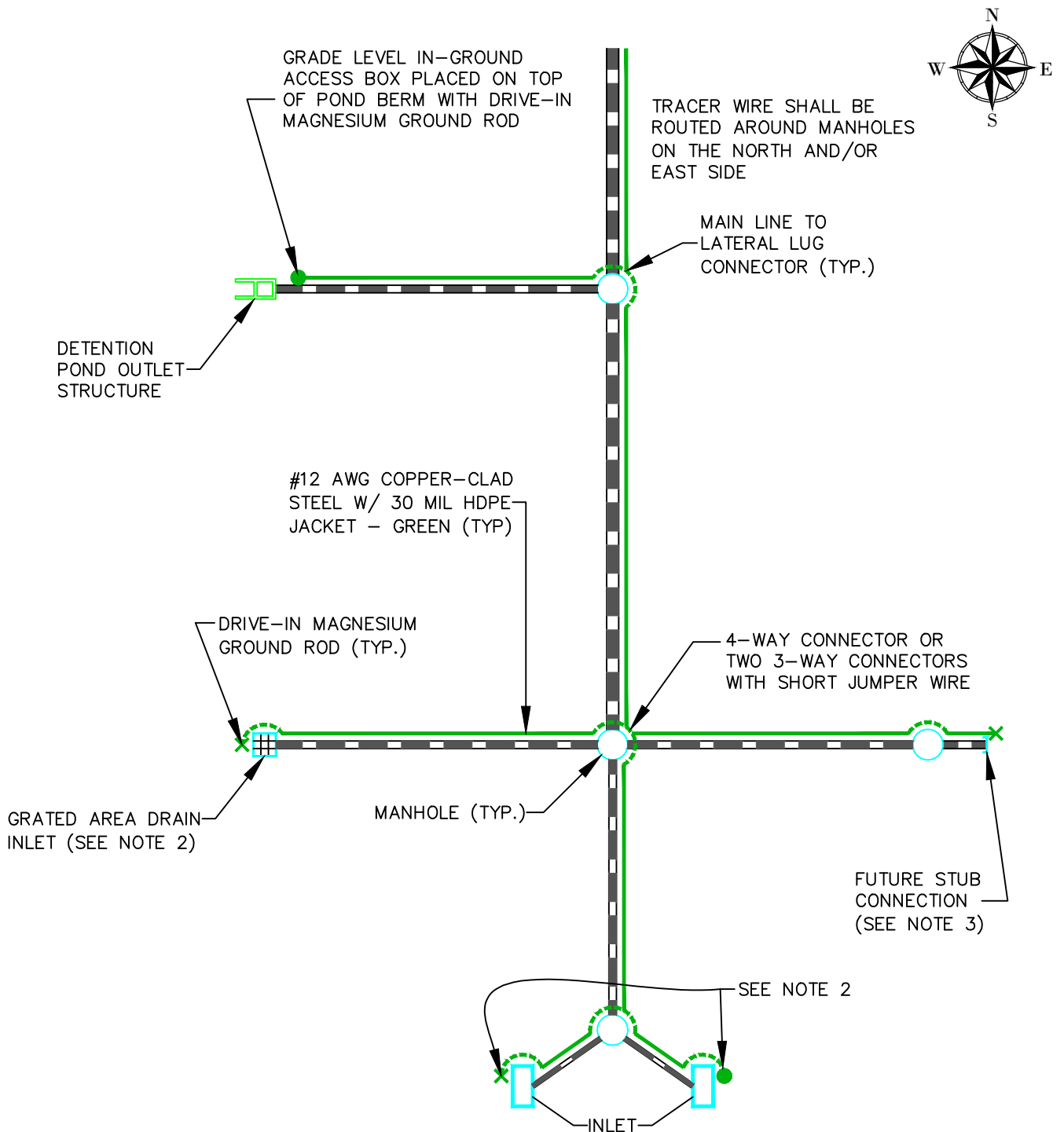
- **Grounding**

- o **Drive in Magnesium Ground Rod:** Copperhead® Part # ANO-12 (1.5 lb.) or approved equal.

Manufacturer Product Options:

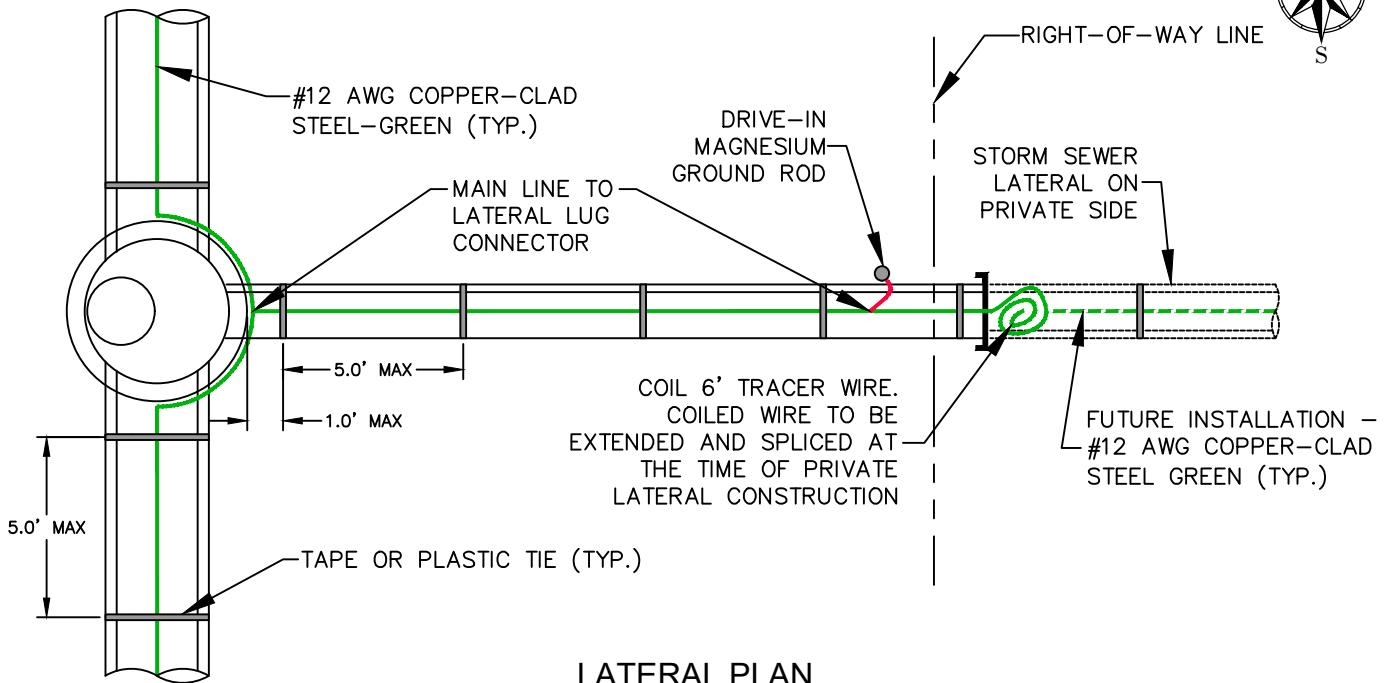
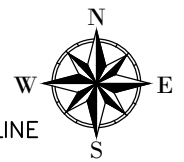
Copperhead® products or approved equal.

REVISION		TRACER WIRE SPECIFICATIONS (3)		SD34
		PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION 211 EAST "D" ST. PUEBLO, CO 81003 (719) 553-2295 PHONE		

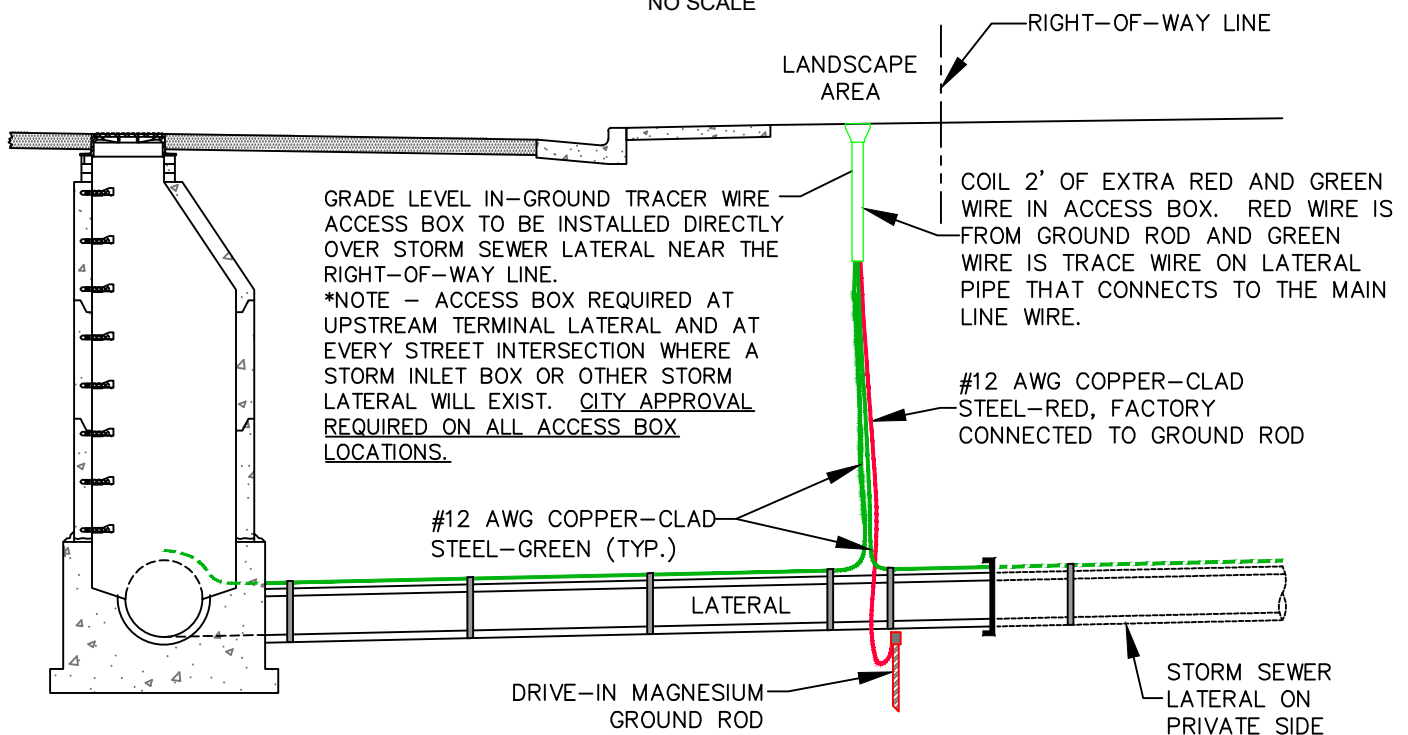


NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE TOP OF THE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. TRACER WIRE FOR INLETS MAY TERMINATE INSIDE OF INLET BOX BELOW THE ACCESS (SEE DETAIL SHEET 6 OF 8) OR A GRADE LEVEL IN-GROUND ACCESS BOX MUST BE USED (OPTION REQUIRES CITY APPROVAL IN PAVED AREAS). DRIVE-IN MAGNESIUM GROUND ROD MUST BE USED FOR EITHER OPTION.
3. AT ALL FUTURE STUB CONNECTIONS, A MINIMUM OF 6 FEET OF TRACER WIRE SHALL BE EXTENDED BEYOND THE END OF THE PIPE, COILED AND SECURED FOR FUTURE CONNECTIONS. THE END OF THE TRACER WIRE SHALL BE SPLICED TO THE WIRE OF A DRIVE-IN MAGNESIUM GROUND ROD AND IS TO BE BURIED AT THE SAME ELEVATIONS AS THE SEWER MAIN.



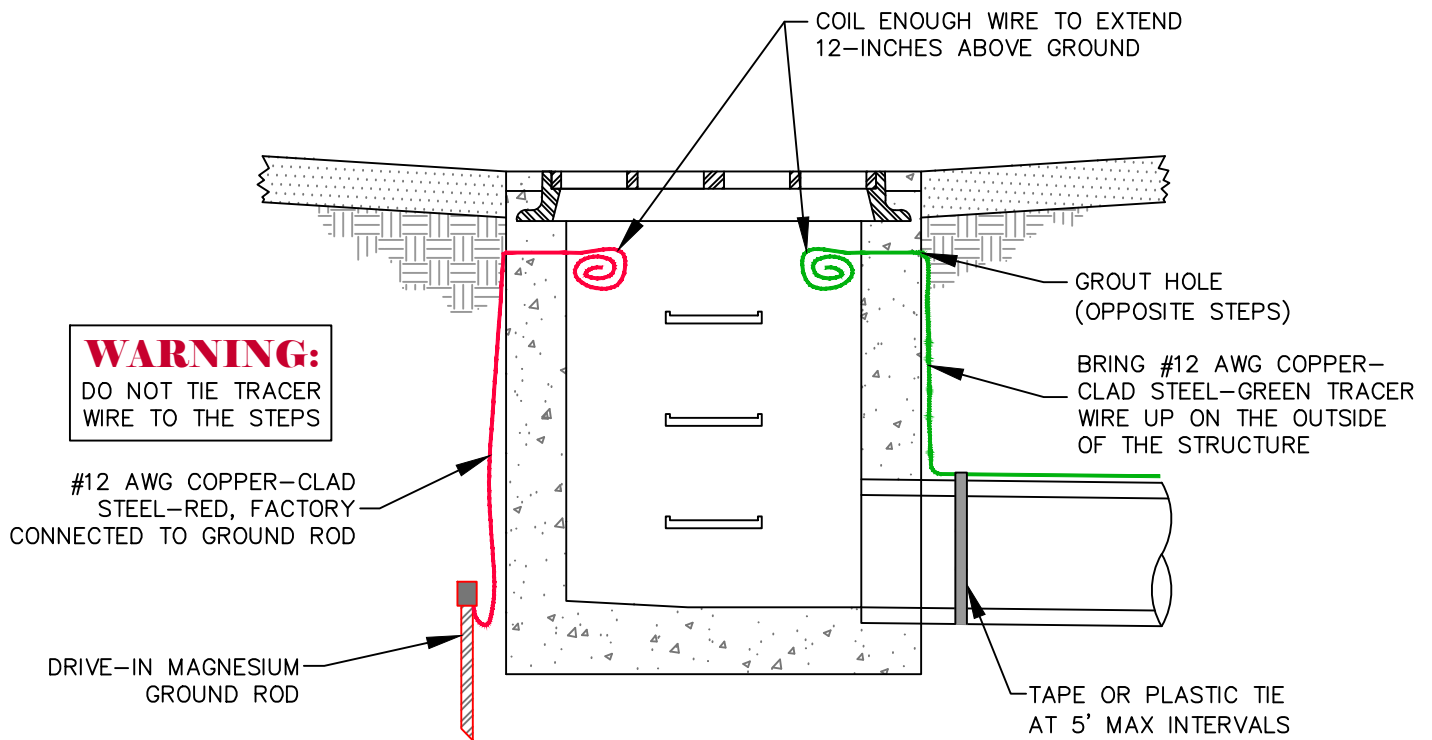
LATERAL PLAN
NO SCALE



LATERAL PROFILE
NO SCALE

NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED IMMEDIATELY ADJACENT TO THE SERVICE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. TRACER WIRE NOT REQUIRED FOR REHABILITATION PROJECTS.



NOTE:

THIS OPTION IS RECOMMENDED FOR INLETS IN A PARKING LOT WHERE A LEVEL IN-GROUND TRACER WIRE ACCESS BOX HAS POTENTIAL TO BE COVERED BY ASPHALT OVERLAY. THIS OPTION REQUIRES CITY OF PUEBLO STORMWATER APPROVAL AND MAY BE SUBJECT TO ADDITIONAL REQUIREMENTS.

**INLET OR MANHOLE LOCATED
IN A PAVED SURFACE**
NO SCALE

**TRACER WIRE
MISCELLANEOUS DETAILS**

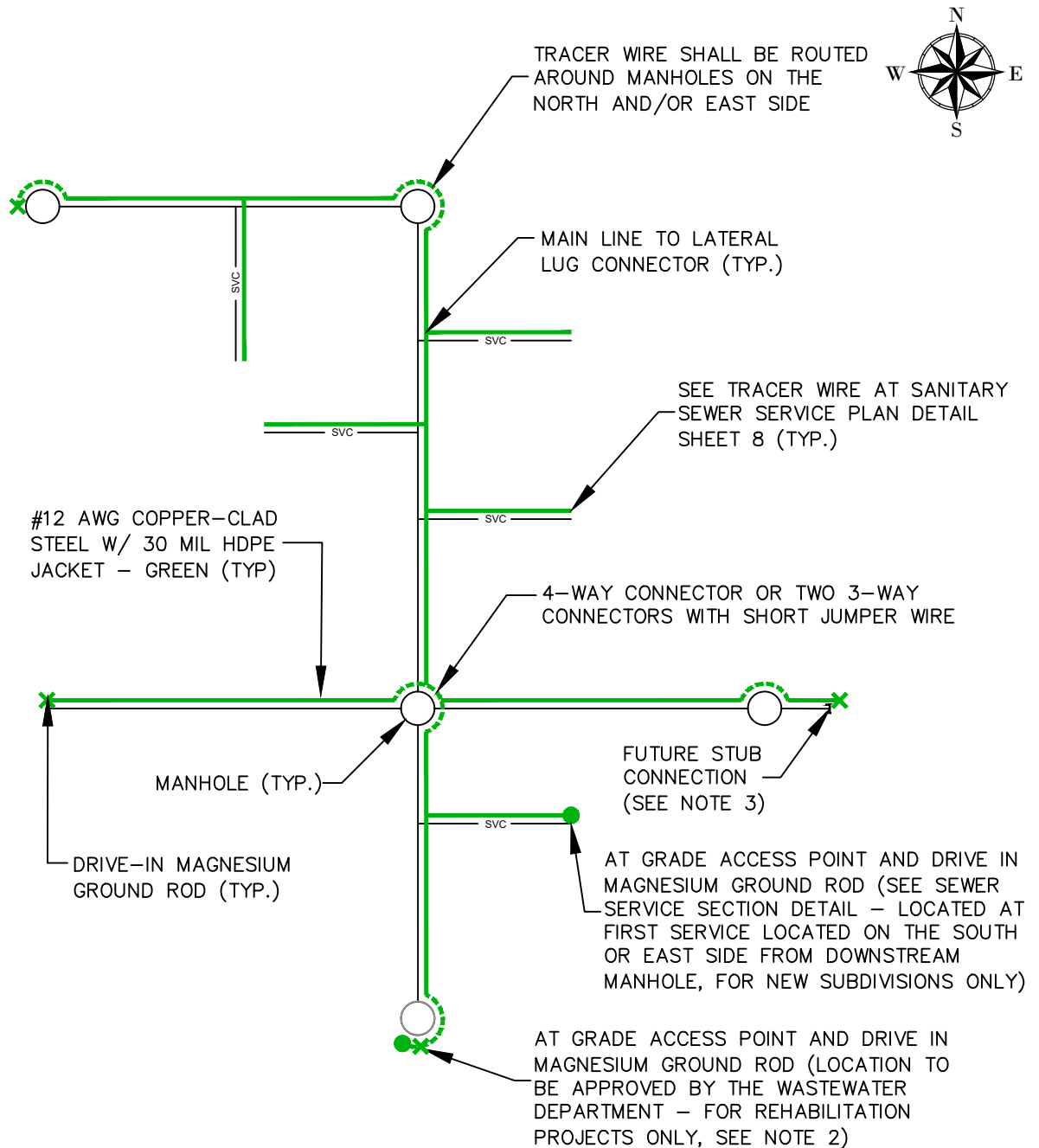
PUBLIC WORKS DEPARTMENT - ENGINEERING DIVISION
211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

SD37

DRAWN BY: JH
CHECKED BY: SM
APPROVED BY: JH



REVISION



NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED ON THE TOP OF THE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. REHABILITATION PROJECTS SHALL HAVE A DRIVE-IN MAGNESIUM GROUND ROD INSTALLED ON THE UPSTREAM AND DOWNSTREAM MANHOLES AS WELL AS A GRADE LEVEL IN-GROUND ACCESS BOX INSTALLED AT THE DOWNSTREAM MANHOLE (ACCESS BOX TYPE AND LOCATION TO BE APPROVED BY WASTEWATER DEPARTMENT).
3. AT ALL FUTURE STUB CONNECTIONS, A MINIMUM OF 6 FEET OF TRACER WIRE SHALL BE EXTENDED BEYOND THE END OF THE PIPE, COILED AND SECURED FOR FUTURE CONNECTIONS. THE END OF THE TRACER WIRE SHALL BE SPLICED TO THE WIRE OF A DRIVE-IN MAGNESIUM GROUND ROD AND IS TO BE BURIED AT THE SAME ELEVATIONS AS THE SEWER MAIN.

**TRACER WIRE SAMPLE
SANITARY SEWER PLAN**

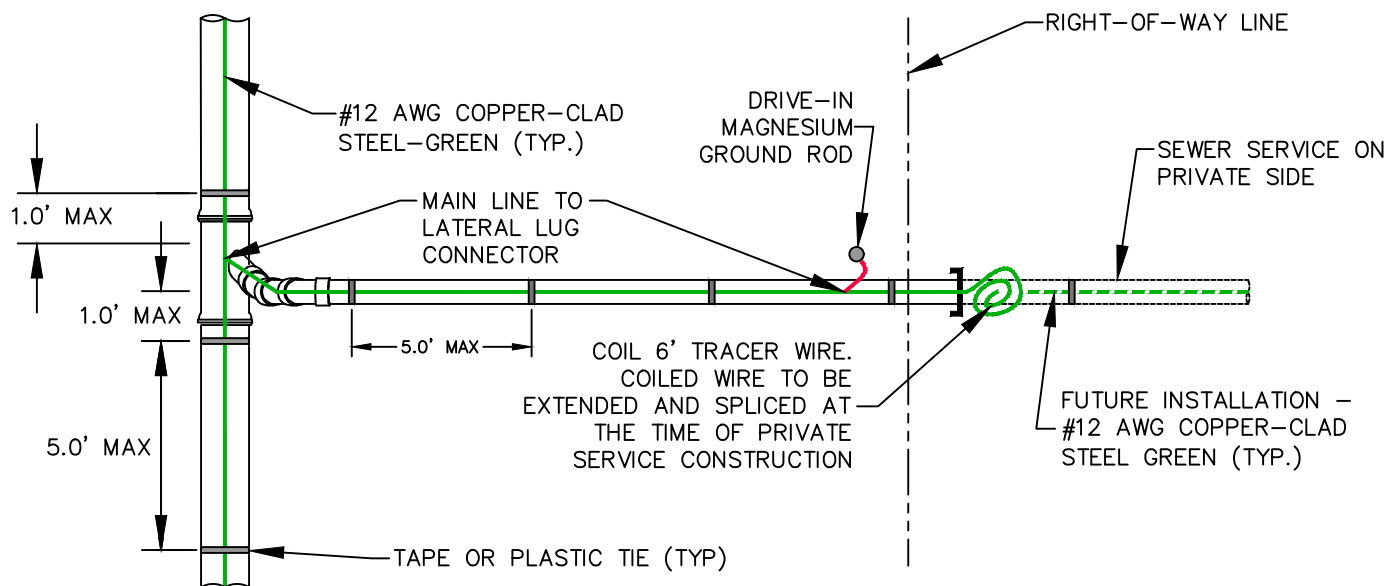
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211 EAST "D" ST. PUEBLO, CO 81003
(719) 553-2295 PHONE

SD38

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CHECKED BY: SM
APPROVED BY: JH

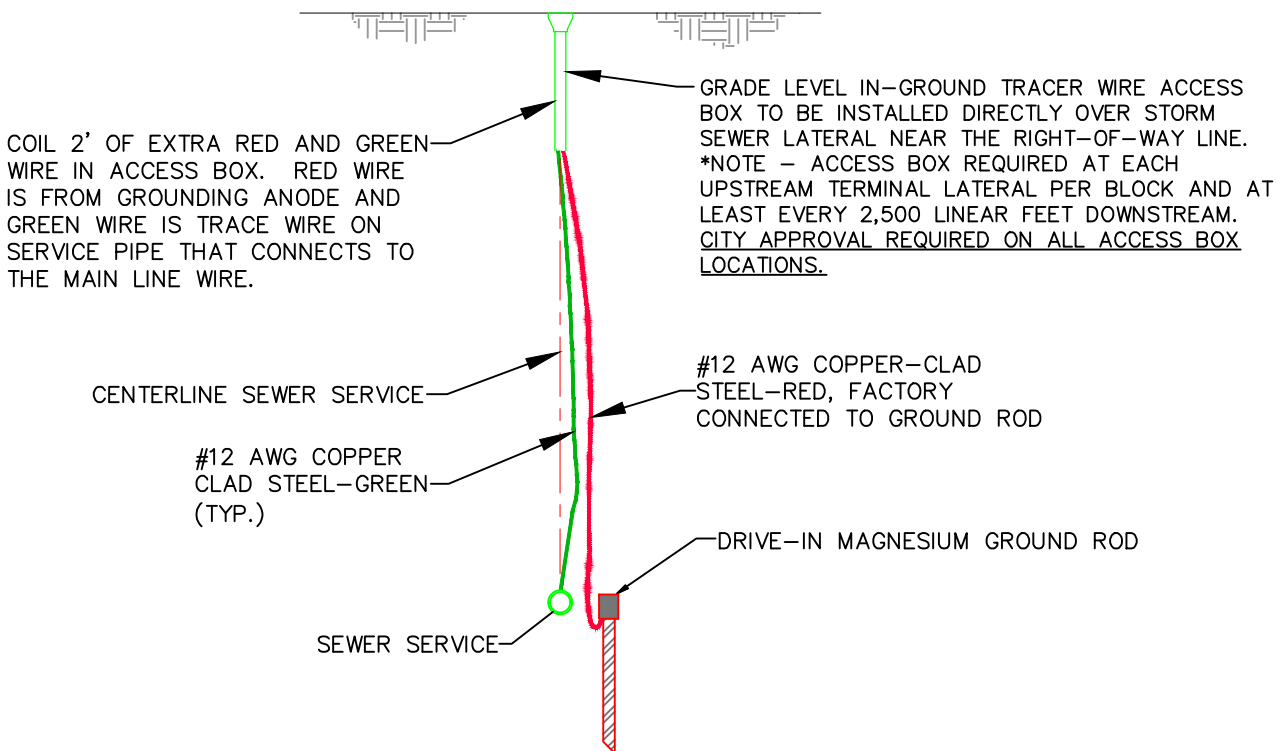


REVISION



SEWER SERVICE PLAN

NO SCALE



SEWER SERVICE SECTION

NO SCALE

NOTES:

1. WIRE SHOWN AWAY FROM PIPE FOR CLARITY. WIRE SHALL BE INSTALLED IMMEDIATELY ADJACENT TO THE SERVICE PIPE. THE WIRE SHALL BE FASTENED TO THE PIPE WITH TAPE OR PLASTIC TIES AT 5' INTERVALS.
2. TRACER WIRE NOT REQUIRED FOR REHABILITATION PROJECTS.

TRACER WIRE AT SANITARY SEWER SERVICE DETAIL

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

SD39

DRAWN BY: JH
CHECKED BY: SM
APPROVED BY: JH



REVISION



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: A RESOLUTION ADOPTING THE 2023 CITY OF PUEBLO THREE-MILE ANNEXATION PLAN FOR THE CITY OF PUEBLO FOR THE PURPOSES OF ANNEXATION AS REQUIRED BY THE MUNICIPAL ANNEXATION ACT OF 1965 AND RESCINDING ALL ANNEXATION MASTER PLANS PREVIOUSLY ADOPTED

SUMMARY:

The proposed City of Pueblo Three-Mile Annexation Boundary Map fulfills the annual requirement to adopt a plan for the orderly development of the City. The attached map defines areas that may be annexed into the City in 2023 and references the Pueblo Regional Development Plan for information regarding municipal services. Approval of this plan will facilitate annexations proposed for 2023.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The Municipal Annexation Act of 1965 requires that municipalities adopt a Master Annexation Plan which generally describes the proposed location, character, and extent of streets, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City. The proposed City of Pueblo Three-Mile Annexation Boundary Map will serve as the City's official Annexation Master Plan as required by Section 31-12-105(1)(e) C.R.S. for the purpose of annexation. The Annexation Master Plan shall be updated at least annually.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 14, 2022 Regular Meeting, voted 4-0 to recommend approval. Commissioners Aznar, Martinez, and Pasternak absent.

STAKEHOLDER PROCESS:

The City Planning and Zoning Commission included the review of the 2023 Three-Mile Annexation Plan (MP-23-01) as a Public Meeting and Action item on the Wednesday, December 14, 2022 regular meeting of the Commission.

ALTERNATIVES:

None. Review and approval of the Three-Mile Annexation Boundary Map is required by Section 31-12-105(1)(e) C.R.S.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1.

MP-23-01 Combined Attachments

RESOLUTION NO. 15140

A RESOLUTION ADOPTING THE 2023 CITY OF PUEBLO THREE-MILE ANNEXATION PLAN FOR THE CITY OF PUEBLO FOR THE PURPOSES OF ANNEXATION AS REQUIRED BY THE MUNICIPAL ANNEXATION ACT OF 1965 AND RESCINDING ALL ANNEXATION MASTER PLANS PREVIOUSLY ADOPTED

WHEREAS, the Planning and Zoning Commission is authorized to prepare and submit to the City Council for its approval a master plan for the physical development of the City, pursuant to Section 12-5 of the Charter of Pueblo; and,

WHEREAS, the Planning and Zoning Commission recommended approval of the 2023 Pueblo Annexation Master Plan, Three-Mile Plan for the City of Pueblo on December 14, 2022; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The 2023 City of Pueblo Three-Mile Annexation Plan Map referencing that portion of the Pueblo Regional Development Plan which generally describes the proposed location, character and extent of streets, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the City and the proposed land uses for the area as identified within the Pueblo Regional Development Plan and on its attached maps. The 2023 City of Pueblo Three-Mile Annexation Boundary Map is hereby approved and accepted as the City's official Annexation Master Plan as required by Section 31-12-105(1)(e) C.R.S. for the purpose of annexation. The Annexation Master Plan shall be updated at least annually.

SECTION 2.

All Annexation Master Plans and all parts thereof, heretofore adopted by the City Council for the City of Pueblo, are hereby repealed and rescinded, except insofar as to any physical development that has been approved pursuant thereto by the City or by any of its agencies, commissions, or boards.

SECTION 3.

The officers and staff 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 passage and approval.

INTRODUCED February 13, 2023

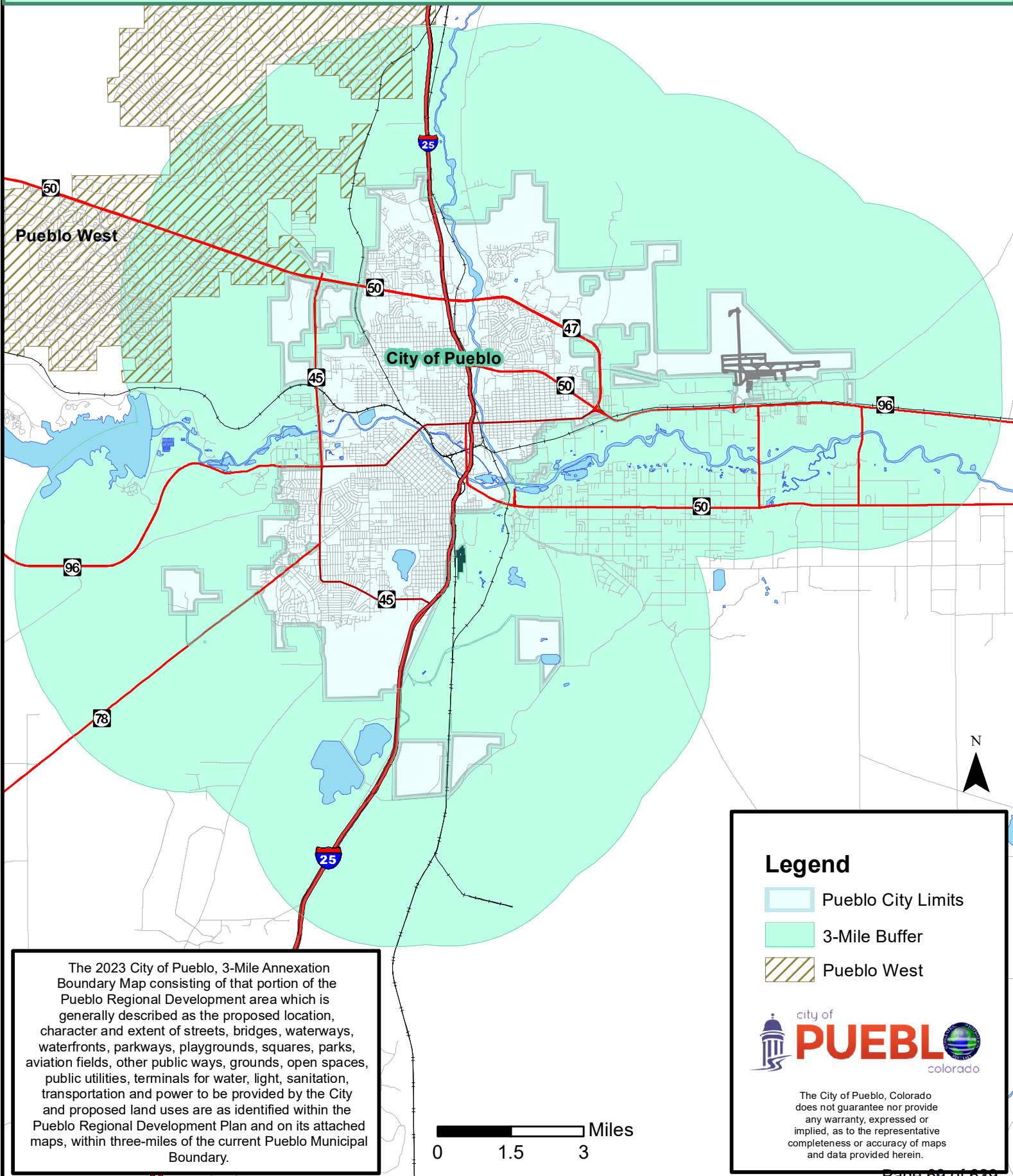
BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

CITY OF PUEBLO 3-MILE ANNEXATION BOUNDARY MAP

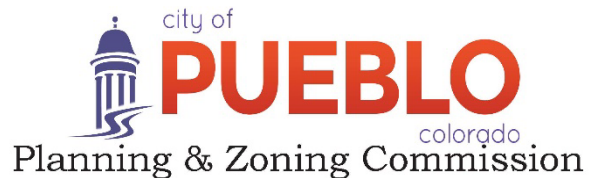
Effective: January 1, 2023



Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, December 14, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNfZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:46 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, and Lisa Bailey.

Commissioners Absent: Alexandra Aznar, Sarah Martinez, and Christopher Pasternak.

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Bailey moved to approve the November 09, 2022, agenda Commission Public Hearing. Motion was seconded by Spinuzzi. Motion passed 4-0, (Aznar, Martinez, and Pasternak absent).

PUBLIC MEETINGS AND ACTION

1. MP-23-01 Three Mile Annexation Plan

Discussion: Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the City of Pueblo Three-Mile Annexation Plan be **APPROVED**. Staff report by Beritt Odom, Principal Planner.

Commission Action: Bailey moved to recommended that the Three Mile Annexation Plan be sent to City Council for approval, seconded by Spinuzzi.

Motion Passed: 4 – 0, (Aznar, Martinez, and Pasternak absent).

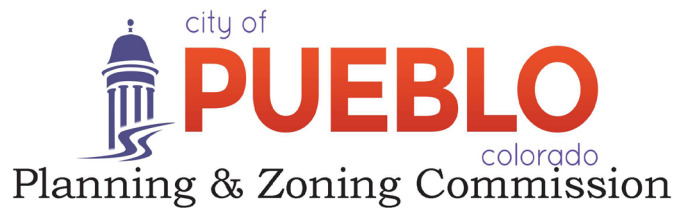
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Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MP-23-01

TO: City of Pueblo, Planning and Zoning Commission
FROM: Beritt Odom, Principal Planner
THROUGH: Scott Hobson, Acting Director of Planning and Community Development
DATE: December 14, 2022
SUBJECT: Three-Mile Annexation Plan

REQUEST:

The City is requesting review and approval of the 2023 City of Pueblo Three-Mile Annexation Plan, as required by the Colorado Revised Statutes, §31-12-105.

ANALYSIS:

The Colorado Revised Statutes, §31-12-105, (1), (e), (I) states, “prior to completion of any annexation within the three-mile area, the municipality shall have in place a plan for that area that generally describes the proposed location, character, and extent of streets, subways, bridges, waterways, waterfronts, parkways, playgrounds, squares, parks, aviation fields, other public ways, grounds, open spaces, public utilities, and terminals for water, light, sanitation, transportation, and power to be provided by the municipality and the proposed land uses for the area. Such plan shall be updated at least once annually.” The proposed City of Pueblo Three-Mile Annexation Plan defines a three-mile boundary around the current City limits in which annexations may occur. The Three-Mile Annexation Plan references the Pueblo Regional Development Plan and its attached maps, for information regarding infrastructure, transportation, and municipal services as required by State Statutes.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission make the necessary findings of fact to forward a recommendation to City Council that the City of Pueblo Three-Mile Annexation Plan be **APPROVED**.

STAFF REVIEW AND FINDINGS:

The proposed City of Pueblo Three-Mile Annexation Boundary Map fulfills the annual requirement to adopt a plan for the orderly development of the City. The map defines areas that may be annexed into the City in 2023 and references the Pueblo Regional Development Plan for information regarding municipal services. Approval of this plan will facilitate annexations proposed for 2022.

ATTACHMENTS:

1. City of Pueblo Three-Mile Annexation Map



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023
TO: President Heather Graham and Members of City Council
CC: Mayor Nicholas A. Gradisar
VIA: Marisa Stoller, City Clerk
FROM: Scott Hobson, Acting Director Planning and Community Development
SUBJECT: A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 10.74-ACRE AREA COMMONLY KNOWN AS THE DORCY COMMUNITY HOUSING ANNEXATION, GENERALLY LOCATED SOUTH OF RED CREEK SPRINGS ROAD, NORTH OF REGENCY PARK 10TH FILING, AND WEST OF THE MEADOWS SUBDIVISION, FILING 4 FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

SUMMARY:

A Resolution tabling final action on the petition for the annexation area commonly known as Dorcy Community Housing Annexation for an additional period of not more than 180 days.

PREVIOUS COUNCIL ACTION:

On September 12, 2022, City Council approved Resolutions 14991 which preliminarily determined that the petition for the annexation of the area commonly known as the Dorcy Community Housing Annexation was valid under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1).

BACKGROUND:

On June 13, 2022, the petitioner, Kim Bowman, on behalf of Posada, Inc., submitted an annexation petition for the Dorcy Community Housing Annexation totaling 10.74-acres. On January 24, 2023, Kim Bowman, on behalf of Posada, Inc., submitted a letter to the City requesting that the time period for the review of the petition be extended for a period of not more than 180 days. This Resolution approves the extension of the review period for the annexation petition under the provisions of the Colorado Revised Statutes Sections 31-12-104(1)(a) and 31-12-107(1).

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If the extension is not approved, the applicant will be required to submit a new petition for annexation and restart the annexation process. The extension of the review period prior to final action on the petitions will allow the current process to continue.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1.
Dorcy Request for Extension

RESOLUTION NO. 15145

A RESOLUTION TABLING FINAL ACTION ON THE PETITION FOR THE ANNEXATION OF THE 10.74-ACRE AREA COMMONLY KNOWN AS THE DORCY COMMUNITY HOUSING ANNEXATION, GENERALLY LOCATED SOUTH OF RED CREEK SPRINGS ROAD, NORTH OF REGENCY PARK 10TH FILING, AND WEST OF THE MEADOWS SUBDIVISION, FILING 4 FOR AN ADDITIONAL PERIOD OF NOT MORE THAN 180 DAYS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Final action on the Petition is hereby tabled for an additional period of not more than one hundred eighty (180) days to September 12, 2023.

SECTION 2.

Upon receipt of the recommendation of the Planning and Zoning Commission, the City Council, without undue delay, shall make a final determination by Resolution whether the petition substantially complies with the applicable requirements of Section 31-12-107(1), C.R.S. and establish the date, time and place the City Council will hold a public hearing to determine if the proposed annexation complies with Sections 31-12-104 and 31-12-105, C.R.S. or such parts thereof as may be required to establish eligibility for annexation.

SECTION 3.

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

SECTION 4.

This Resolution shall become effective immediately upon final approval.

INTRODUCED February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



36 years of Bringing Pueblo HOME

831 E. 4th, Suite B, Pueblo, CO 81001 Phone: (719) 545-8776 Fax: (719) 544-6006 www.PosadaPueblo.org

January 24, 2023

Scott Hobson, Director
Beritt Odom, Principal Planner
Planning & Community Development
1 City Hall Place
Pueblo, CO 81003

RE: REQUEST TO EXTEND

On January 11, 2023, the City of Pueblo Planning and Zoning Commission approved a request for annexation supporting Posada, Inc., a Colorado not for profit organization for an area in southeastern Pueblo County identified as *S2 SW 4-21-65 CONTG 10.30A IN S2 SW4: BEG SE COR SW4 TH W 374 FT TH N 1302.1 FT TH E 254 FT TH S 1 DEG 56 MIN E 290.4 FT TH N 88 DEG 04 MIN E 151.53 FT TH S 1010.3 FT TO BEG* and the City of Pueblo. The City of Pueblo Board of Planning and Zoning Commissioners adopted said request on January 11, 2023.

Whereas, planning delays lead to request a revised, extended annexation schedule by Posada, Inc. for a period of 180 days additionally requesting withdrawal of the R5 rezoning request. Posada, Inc. remains committed to the joint planning process with the City of Pueblo and looks forward to the successful completion of the Dorcy Community Housing development. Please contact me with questions regarding this request.

Sincerely,

Kim Bowman
Executive Director



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023

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 OF THE GOLF COURSE ENTERPRISE
ESTABLISHING GREEN FEES, CART FEES, AND OTHER FEES TO
BE PAID FOR PLAY UPON ELMWOOD AND WALKING STICK
MUNICIPAL GOLF COURSES AND RESCINDING ALL OTHER
RESOLUTIONS RELATING TO SUCH FEES

SUMMARY:

This Resolution would approve the increase of green fees, golf cart fees, and driving range fees to be paid for play upon Elmwood and Walking Stick Municipal Golf Courses. Fees would be raised incrementally annually at each Municipal Golf Course from 2023 through 2025.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

At the January 30, 2023, City Council Work Session, the City's Golf Course Enterprise Advisory Committee made recommendations for fee adjustments for the two municipal golf courses. Golf course green and cart fees were last adjusted in 2018. The Golf Course Enterprise Advisory Committee and the two Municipal Golf Course Managers reported to City Council that three-year incremental increases of certain fees at the two Municipal Golf Courses are necessary to keep up with the rising cost of maintaining and operating the Golf Course Enterprise, as well as investing in several Capital Projects that are needed at each facility in order to improve the courses and enhance the customers' golf experience.

FINANCIAL IMPLICATIONS:

A review of the current fee schedule was conducted by staff in order to propose adjusted fees in an attempt to recover rising maintenance, operating, and Capital expenses of the two Municipal Golf Courses. Proposed Fee Schedule:

GREEN FEES	CURRENT	2023	2024	2025
ELMWOOD GOLF COURSE				
18 Holes Weekday: RESIDENT	\$29.00	\$30.00	\$31.00	\$32.00
18 Holes Weekday: NON-RESIDENT	\$29.00	\$30.00	\$31.00	\$32.00
18 Holes Weekday: SENIOR	\$25.00	\$26.00	\$27.00	\$28.00
18 Holes Weekends/Holidays: RESIDENT	\$31.00	\$32.00	\$33.00	\$34.00
18 Holes Weekends/Holidays: NON-RESIDENT	\$31.00	\$32.00	\$33.00	\$34.00
18 Holes Tournaments	\$31.00	\$32.00	\$33.00	\$34.00
18 Holes Tuesday Promo	\$18.00	\$19.00	\$20.00	\$21.00
18 Holes All Days Matinee Special	\$25.00	\$26.00	\$27.00	\$28.00
18 Holes All Days: JUNIOR	\$12.00	\$12.00	\$13.00	\$13.00
18 Holes Annual Pass Holder	\$15.00	\$16.00	\$17.00	\$18.00
18 Holes Annual Pass Holder: SENIOR	\$15.00	\$16.00	\$17.00	\$18.00
18 Holes Annual Pass Holder: JUNIOR	\$6.00	\$6.00	\$7.00	\$7.00
9 Holes All Days: RESIDENT	\$18.00	\$19.00	\$20.00	\$21.00
9 Holes All Days: NON-RESIDENT	\$18.00	\$19.00	\$20.00	\$21.00
9 Holes Weekday: SENIOR	\$18.00	\$19.00	\$20.00	\$21.00
9 Holes All Days: JUNIOR	\$12.00	\$12.00	\$12.00	\$12.00
9 Holes Annual Pass Holder	\$7.50	\$8.00	\$8.50	\$9.00
9 Holes Annual Pass Holder: SENIOR	\$7.50	\$8.00	\$8.50	\$9.00
9 Holes Annual Pass Holder: JUNIOR	\$3.00	\$3.00	\$3.50	\$3.50
North Course 9 Holes All Days: RESIDENT	\$14.50	\$15.00	\$15.50	\$16.00
North Course 9 Holes All Days: SENIOR	\$12.50	\$13.00	\$13.50	\$14.00
North Course 9 Holes All Days: JUNIOR	\$8.00	\$8.00	\$9.00	\$9.00

GREEN FEES	CURRENT	2023	2024	2025
WALKING STICK GOLF COURSE				
18 Holes Weekday: RESIDENT	\$34.00	\$35.00	\$36.00	\$37.00
18 Holes Weekday: NON-RESIDENT	\$34.00	\$38.00	\$39.00	\$40.00
18 Holes Weekday: SENIOR	\$30.00	\$31.00	\$32.00	\$33.00
18 Holes Weekday: COLLEGE	\$30.00	\$31.00	\$32.00	\$33.00
18 Holes Weekends/Holidays: RESIDENT	\$36.00	\$40.00	\$42.00	\$45.00
18 Holes Weekends/Holidays: NON-RESIDENT	\$36.00	\$40.00	\$45.00	\$50.00
18 Holes Tournaments	\$36.00	\$40.00	\$45.00	\$50.00
18 Holes Thursday Promo	\$19.00	\$20.00	\$21.00	\$22.00
18 Holes All Days Matinee Special	\$30.00	\$35.00	\$37.00	\$40.00
18 Holes All Days: JUNIOR	\$12.00	\$13.00	\$14.00	\$15.00
18 Holes Annual Pass Holder	\$18.00	\$20.00	\$20.00	\$20.00
18 Holes Annual Pass Holder: SENIOR	\$18.00	\$20.00	\$20.00	\$20.00
18 Holes Annual Pass Holder: JUNIOR	\$6.00	\$8.00	\$8.00	\$8.00
9 Holes Twilight: RESIDENT/NON-RESIDENT	\$19.00	\$20.00	\$21.00	\$22.00
9 Holes Annual Pass Holder	\$9.00	\$10.00	\$10.00	\$10.00
9 Holes Annual Pass Holder: JUNIOR	\$3.00	\$4.00	\$4.00	\$4.00
GOLF CART RENTAL FEES	CURRENT	2023	2024	2025

ELMWOOD GOLF COURSE

18 Holes Full Cart	\$29.00	\$30.00	\$31.00	\$32.00
18 Holes Full Cart: SENIOR	\$19.00	\$20.00	\$21.00	\$22.00
18 Holes Half Cart	\$14.50	\$15.00	\$15.50	\$16.00
18 Holes Half Cart: SENIOR	\$9.50	\$10.00	\$10.50	\$11.00
18 Holes Single Rider Cart	\$18.25	\$20.00	\$21.00	\$22.00
18 Holes Single Rider Cart: SENIOR	\$12.50	\$15.00	\$16.00	\$17.00
9 Holes Full Cart	\$14.50	\$16.00	\$17.00	\$18.00
9 Holes Full Cart: SENIOR	\$14.50	\$16.00	\$17.00	\$18.00
9 Holes Half Cart	\$7.25	\$8.00	\$8.50	\$9.00
9 Holes Half Cart: SENIOR	\$7.25	\$8.00	\$8.50	\$9.00
9 Holes Single Rider Cart	\$10.50	\$12.00	\$13.00	\$14.00
9 Holes Single Rider Cart: SENIOR	\$9.50	\$12.00	\$13.00	\$14.00
Promotional Cart	\$9.50	\$10.00	\$10.50	\$11.00
Tournament Cart	\$14.50	\$15.00	\$15.50	\$16.00

GOLF CART RENTAL FEES**CURRENT 2023****2024****2025****WALKING STICK GOLF COURSE**

18 Holes Full Cart	\$29.00	\$30.00	\$32.00	\$34.00
18 Holes Full Cart: SENIOR	\$19.00	\$20.00	\$22.00	\$24.00
18 Holes Half Cart	\$14.50	\$15.00	\$16.00	\$17.00
18 Holes Half Cart: SENIOR	\$9.50	\$10.00	\$11.00	\$12.00
18 Holes Single Rider Cart	\$18.25	\$30.00	\$32.00	\$34.00
18 Holes Single Rider Cart: SENIOR	\$12.50	\$20.00	\$22.00	\$24.00
9 Holes Full Cart	\$14.50	\$16.00	\$18.00	\$20.00
9 Holes Full Cart: SENIOR	\$14.50	\$16.00	\$18.00	\$20.00
9 Holes Half Cart	\$7.25	\$8.00	\$9.00	\$10.00
9 Holes Half Cart: SENIOR	\$7.25	\$8.00	\$9.00	\$10.00
9 Holes Single Rider Cart	\$10.50	\$16.00	\$18.00	\$20.00
9 Holes Single Rider Cart: SENIOR	\$9.50	\$16.00	\$18.00	\$20.00
Promotional Cart	\$9.50	\$10.00	\$12.00	\$14.00
Tournament Cart	\$14.50	\$15.00	\$16.00	\$17.00

DRIVING RANGE FEES**CURRENT 2023****2024****2025****ELMWOOD GOLF COURSE**

Small Container	\$5.25	\$5.75	\$6.00	\$6.00
Small Container: JUNIOR	\$2.00	\$2.00	\$3.00	\$3.00
Large Container	\$6.25	\$6.75	\$7.00	\$7.00
Large Container: JUNIOR	\$3.00	\$3.00	\$4.00	\$4.00
Punch Card	\$125.00	\$140.00	\$150.00	\$150.00

DRIVING RANGE FEES**CURRENT 2023****2024****2025****WALKING STICK GOLF COURSE**

Small Container	\$5.25	\$6.00	\$6.00	\$7.00
Small Container: JUNIOR	\$2.00	\$3.00	\$3.00	\$4.00
Large Container	\$6.25	\$7.00	\$7.00	\$8.00
Large Container: JUNIOR	\$3.00	\$4.00	\$4.00	\$5.00
Punch Card	\$125.00	\$140.00	\$150.00	\$160.00

	2023 Projected Revenues	2024* Projected Revenues	2025* Projected Revenues
Green Fees	\$1,847,000	\$1,947,630	\$2,015,305
Cart Rental Fees	\$655,975	\$707,682	\$763,282
Driving Range Fees	\$125,000	\$139,800	\$145,725
<i>ADDITIONAL REVENUE TOTALS</i>	<i>\$167,137</i>	<i>\$129,200</i>	<i>\$136,925</i>
PROJECTED REVENUE TOTALS	\$2,795,112	\$2,924,312	\$3,061,237

BOARD/COMMISSION RECOMMENDATION:

It is the request of the Golf Course Enterprise Advisory Committee that this Resolution be approved as submitted.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

Council could remove the Resolution from the agenda and the Golf Course Enterprise will not increase fees per the committee's recommendation.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15141

A RESOLUTION OF THE GOLF COURSE ENTERPRISE
ESTABLISHING GREEN FEES, CART FEES, AND OTHER
FEES TO BE PAID FOR PLAY UPON ELMWOOD AND
WALKING STICK MUNICIPAL GOLF COURSES AND
RESCINDING ALL OTHER RESOLUTIONS RELATING TO
SUCH FEES

BE IT RESOLVED BY THE GOLF COURSE ENTERPRISE, THROUGH THE CITY
COUNCIL OF PUEBLO, that: (Brackets indicate material deleted; underscoring indicates new
material being added)

SECTION 1. ANNUAL GREEN FEE PASS

A. The sum of money required to be paid in full (without pro-rating for less than 12 months)
in order to permit a person to play upon the City Municipal Golf Courses and for a triple pass to
play upon City Municipal Golf Courses and the County Desert Hawk Golf Course annually for a
period from January 1 to December 31 of each year, otherwise referred to as the Annual Green
Fee Pass, shall be as follows:

ELMWOOD GOLF COURSE:

ADULT (18 yrs. to 60 yr.) All Days	\$420.00
SENIOR (60 yrs. & over) Weekdays Only, No Holidays	\$200.00
SENIOR (60 yrs. & over) Weekdays Only – North Course	\$135.00
JUNIOR (17 yrs. & under) All Days	\$150.00
FAMILY (Spouses & Children 17 yrs. & under) All Days	\$700.00
FAMILY (Spouses Only) All Days	\$630.00

WALKING STICK GOLF COURSE:

ADULT (18 yrs. to 60 yr.) All Days	\$420.00
SENIOR (60 yrs. & over) Weekdays Only, No Holidays	\$200.00
COLLEGE STUDENT (Full-time College Student with I.D.) Weekdays Only, No Holidays	\$200.00
JUNIOR (17 yrs. & under) All Days	\$150.00
FAMILY (Spouses & Children 17 yrs. & under) All Days	\$700.00
FAMILY (Spouses Only) All Days	\$630.00

COMBINED – WALKING STICK & ELMWOOD GOLF COURSES:

ADULT (18 yrs. to 60 yrs.) All Days	\$525.00
ADULT (18 yrs. to 60 yrs.) Weekdays Only, No Holidays	\$365.00
SENIOR (60 yrs. & over) Weekdays Only, No Holidays	\$400.00
JUNIOR (17 yrs. & under) Weekdays Only, No Holidays	\$250.00
FAMILY (Spouses & Children 17 yrs. & under) All Days	\$840.00
FAMILY (Spouses Only) All Days	\$750.00

TRIPLE PASS – WALKING STICK, ELMWOOD & DESERT HAWK GOLF COURSES:*

ADULT (18 yrs. to 60 yrs.) All Days	\$918.00
ADULT (18 yrs. to 60 yrs.) All Days	\$918.00
ADULT (18 yrs. to 60 yrs.) Weekdays Only, No Holidays	\$645.00
SENIOR (60 yrs. & over) All Days	\$828.00
JUNIOR (17 yrs. & under) Weekdays Only, No Holidays	\$387.00
FAMILY (FAMILY (Spouses Only) All Days	\$1,335.00
Spouses & Children 17 yrs. & under) All Days	\$1,500.00

Revenues from the Triple Pass will be dispersed equally among the three golf courses.

B. All Annual Green Fee Passes shall be paid in full before they may be used and are not refundable or transferable in whole or part. No portion of a Daily Green Fee, as set forth in Section 2 below, shall be credited to an Annual Green Fee Pass. No portion of an Annual Green Fee Pass shall be credited to any entry fee for a non-City sponsored tournament upon the municipal golf courses.

SECTION 2. DAILY GREEN FEE

A. The sum of money required to be paid in full in order to permit a person to play the City Municipal Golf Courses on any given day, otherwise referred to as the Daily Green Fee Pass, shall be as follows (where an Annual Pass Holder refers to the holder of an Annual Green Fee Pass):

ELMWOOD GOLF COURSE:

For March 1, 2023 to December 31, 2023:

South Course - 18 holes or any portion thereof:

Weekdays RESIDENT/NON-RESIDENT	[\$29.00]	<u>\$30.00</u>
Weekdays SENIOR (60 yrs. & over)	[\$25.00]	<u>\$26.00</u>
Weekends / Holidays RESIDENT/NON-RESIDENT	[\$31.00]	<u>\$32.00</u>
All Days JUNIOR (17 yrs. & under)		\$12.00
Tournaments	[\$31.00]	<u>\$32.00</u>
Annual Pass Holder	[\$15.00]	<u>\$16.00</u>
Annual Pass Holder SENIOR	[\$15.00]	<u>\$16.00</u>
Annual Pass Holder JUNIOR		\$ 6.00

South Course - 9 holes or any portion thereof:

All Days RESIDENT/NON-RESIDENT	[\$18.00]	<u>\$19.00</u>
Weekdays SENIOR (60 yrs. & over)	[\$18.00]	<u>\$19.00</u>
All Days JUNIOR (17 yrs. & under)		\$12.00
Annual Pass Holder	[\$ 7.50]	<u>\$ 8.00</u>
Annual Pass Holder SENIOR	[\$ 7.50]	<u>\$ 8.00</u>
Annual Pass Holder JUNIOR		\$ 3.00

North Course - 9 holes or any portion thereof:

All Days RESIDENT/NON-RESIDENT	[\$14.50]	<u>\$15.00</u>
All Days SENIOR (60 yrs. & over)	[\$12.50]	<u>\$13.00</u>
All Days JUNIOR (17 yrs. & under)		\$ 8.00

For January 1, 2024 to December 31, 2024:

South Course - 18 holes or any portion thereof:		
Weekdays RESIDENT/NON-RESIDENT	[\$30.00]	<u>\$31.00</u>
Weekdays SENIOR (60 yrs. & over)	[\$26.00]	<u>\$27.00</u>
Weekends / Holidays RESIDENT/NON-RESIDENT	[\$32.00]	<u>\$33.00</u>
All Days JUNIOR (17 yrs. & under)	[\$12.00]	<u>\$13.00</u>
Tournaments	[\$32.00]	<u>\$33.00</u>
Annual Pass Holder	[\$16.00]	<u>\$17.00</u>
Annual Pass Holder SENIOR	[\$16.00]	<u>\$17.00</u>
Annual Pass Holder JUNIOR	[\$ 6 00]	<u>\$ 7.00</u>

South Course - 9 holes or any portion thereof:		
All Days RESIDENT/NON-RESIDENT	[\$19.00]	<u>\$20.00</u>
Weekdays SENIOR (60 yrs. & over)	[\$19.00]	<u>\$20.00</u>
All Days JUNIOR (17 yrs. & under)		<u>\$12.00</u>
Annual Pass Holder	[\$ 8.00]	<u>\$ 8.50</u>
Annual Pass Holder SENIOR	[\$ 8.00]	<u>\$ 8.50</u>
Annual Pass Holder JUNIOR	[\$ 3 00]	<u>\$ 3.50</u>

North Course - 9 holes or any portion thereof:

All Days RESIDENT/NON-RESIDENT	[\$15.00]	<u>\$15.50</u>
All Days SENIOR (60 yrs. & over)	[\$13.00]	<u>\$13.50</u>
All Days JUNIOR (17 yrs. & under)	[\$ 8.00]	<u>\$ 9.00</u>

For January 1, 2025 to December 31, 2025, and following years if not later amended:

South Course - 18 holes or any portion thereof:		
Weekdays RESIDENT/NON-RESIDENT	[\$31.00]	<u>\$32.00</u>
Weekdays SENIOR (60 yrs. & over)	[\$27.00]	<u>\$28.00</u>
Weekends / Holidays RESIDENT/NON-RESIDENT	[\$33.00]	<u>\$34.00</u>
All Days JUNIOR (17 yrs. & under)		<u>\$13.00</u>
Tournaments	[\$33.00]	<u>\$34.00</u>
Annual Pass Holder	[\$16.00]	<u>\$17.00</u>
Annual Pass Holder SENIOR	[\$17.00]	<u>\$18.00</u>
Annual Pass Holder JUNIOR		<u>\$ 7.00</u>

South Course - 9 holes or any portion thereof:		
All Days RESIDENT/NON-RESIDENT	[\$20.00]	<u>\$21.00</u>
Weekdays SENIOR (60 yrs. & over)	[\$20.00]	<u>\$21.00</u>
All Days JUNIOR (17 yrs. & under)		<u>\$12.00</u>
Annual Pass Holder	[\$ 8.50]	<u>\$ 9.00</u>
Annual Pass Holder SENIOR	[\$ 8.50]	<u>\$ 9.00</u>
Annual Pass Holder JUNIOR		<u>\$ 3.50</u>

North Course - 9 holes or any portion thereof:

All Days RESIDENT/NON-RESIDENT	[\$15.50]	<u>\$16.00</u>
All Days SENIOR (60 yrs. & over)	[\$13.50]	<u>\$14.00</u>
All Days JUNIOR (17 yrs. & under)		<u>\$ 9.00</u>

WALKING STICK GOLF COURSE:

For March 1, 2023 to December 31, 2023:

18 holes or any portion thereof:		
Weekdays RESIDENT	[\$34.00]	<u>\$35.00</u>
Weekdays NON-RESIDENT	[\$34.00]	<u>\$38.00</u>
Weekdays SENIOR (60 yrs. & over)	[\$30.00]	<u>\$31.00</u>
Weekdays COLLEGE	[\$30.00]	<u>\$31.00</u>
Weekends / Holidays RESIDENT	[\$36.00]	<u>\$40.00</u>
Weekends / Holidays NON-RESIDENT	[\$36.00]	<u>\$40.00</u>
All Days JUNIOR (17 yrs. & under)	[\$12.00]	<u>\$13.00</u>
Tournaments	[\$36.00]	<u>\$40.00</u>
Annual Pass Holder	[\$18.00]	<u>\$20.00</u>
Annual Pass Holder SENIOR	[\$18.00]	<u>\$20.00</u>
Annual Pass Holder JUNIOR	[\$ 6.00]	<u>\$ 8.00</u>
9 holes or any portion thereof:		
Twilight RESIDENT/NON-RESIDENT	[\$19.00]	<u>\$20.00</u>
Annual Pass Holder	[\$ 9.00]	<u>\$10.00</u>
Annual Pass Holder JUNIOR	[\$ 3.00]	<u>\$ 4.00</u>

For January 1, 2024 to December 31, 2024:

18 holes or any portion thereof:		
Weekdays RESIDENT	[\$35.00]	<u>\$36.00</u>
Weekdays NON-RESIDENT	[\$38.00]	<u>\$39.00</u>
Weekdays SENIOR (60 yrs. & over)	[\$31.00]	<u>\$32.00</u>
Weekdays COLLEGE	[\$31.00]	<u>\$32.00</u>
Weekends / Holidays RESIDENT	[\$40.00]	<u>\$42.00</u>
Weekends / Holidays NON-RESIDENT	[\$40.00]	<u>\$45.00</u>
All Days JUNIOR (17 yrs. & under)	[\$13.00]	<u>\$14.00</u>
Tournaments	[\$40.00]	<u>\$45.00</u>
Annual Pass Holder		<u>\$20.00</u>
Annual Pass Holder SENIOR		<u>\$20.00</u>
Annual Pass Holder JUNIOR		<u>\$ 8.00</u>
9 holes or any portion thereof:		
Twilight RESIDENT/NON-RESIDENT	[\$20.00]	<u>\$21.00</u>
Annual Pass Holder		<u>\$10.00</u>
Annual Pass Holder JUNIOR		<u>\$ 4.00</u>

For January 1, 2025 to December 31, 2025, and following years if not later amended:

18 holes or any portion thereof:		
Weekdays RESIDENT	[\$36.00]	<u>\$37.00</u>
Weekdays NON-RESIDENT	[\$39.00]	<u>\$40.00</u>
Weekdays SENIOR (60 yrs. & over)	[\$32.00]	<u>\$33.00</u>
Weekdays COLLEGE	[\$32.00]	<u>\$33.00</u>
Weekends / Holidays RESIDENT	[\$42.00]	<u>\$45.00</u>
Weekends / Holidays NON-RESIDENT	[\$45.00]	<u>\$50.00</u>
All Days JUNIOR (17 yrs. & under)	[\$14.00]	<u>\$15.00</u>
Tournaments	[\$45.00]	<u>\$50.00</u>

Annual Pass Holder		\$20.00
Annual Pass Holder SENIOR		\$20.00
Annual Pass Holder JUNIOR		\$ 8.00
9 holes or any portion thereof:		
Twilight RESIDENT/NON-RESIDENT	[\$21.00]	<u>\$22.00</u>
Annual Pass Holder		\$10.00
Annual Pass Holder JUNIOR		\$ 4.00

B. Upon recommendation of the Director of Parks and Recreation, the Golf Course Manager is authorized to implement a Promotional Daily Fee Package in the form of a discounted fee for an 18-hole round of golf that includes the daily green fee and golf cart fee. The Promotional Daily Fee Package may be made available at either Elmwood and/or Walking Stick Golf Courses on hours and on days to be determined based on course availability.

SECTION 3. DAILY GOLF CART RENTAL FEE

A. The sum of money required to be paid in order to rent a City-owned golf cart to use while playing the City Municipal Golf Courses on any given day, otherwise referred to as the Daily Golf Cart Rental Fee, shall be as follows:

ELMWOOD GOLF COURSE:

For March 1, 2023 to December 31, 2023:

18 Holes Full Cart	[\$29.00]	<u>\$30.00</u>
18 Holes Full Cart SENIOR (60 yrs. & over)	[\$19.00]	<u>\$20.00</u>
18 Holes Half Cart	[\$14.50]	<u>\$15.00</u>
18 Holes Half Cart SENIOR (60 yrs. & over)	[\$ 9.50]	<u>\$10.00</u>
18 Holes Single Player Cart	[\$18.25]	<u>\$20.00</u>
18 Holes Single Player Cart SENIOR (60 yrs. & over)	[\$12.50]	<u>\$15.00</u>
9 Holes Full Cart	[\$14.50]	<u>\$16.00</u>
9 Holes Full Cart SENIOR (60 yrs. & over)	[\$14.50]	<u>\$16.00</u>
9 Holes Half Cart	[\$ 7.25]	<u>\$ 8.00</u>
9 Holes Half Cart SENIOR (60 yrs. & over)	[\$ 7.25]	<u>\$ 8.00</u>
9 Holes Single Player Cart	[\$10.50]	<u>\$12.00</u>
9 Holes Single Player Cart SENIOR (60 yrs. & over)	[\$ 9.50]	<u>\$12.00</u>
Tournament Cart	[\$14.50]	<u>\$15.00</u>
Promotional Cart	[\$ 9.50]	<u>\$10.00</u>

For January 1, 2024 to December 31, 2024:

18 Holes Full Cart	[\$30.00]	<u>\$31.00</u>
18 Holes Full Cart SENIOR (60 yrs. & over)	[\$20.00]	<u>\$21.00</u>
18 Holes Half Cart	[\$15.00]	<u>\$15.50</u>
18 Holes Half Cart SENIOR (60 yrs. & over)	[\$10.00]	<u>\$10.50</u>
18 Holes Single Player Cart	[\$20.00]	<u>\$21.00</u>
18 Holes Single Player Cart SENIOR (60 yrs. & over)	[\$15.00]	<u>\$16.00</u>
9 Holes Full Cart	[\$16.00]	<u>\$17.00</u>
9 Holes Full Cart SENIOR (60 yrs. & over)	[\$16.00]	<u>\$17.00</u>
9 Holes Half Cart	[\$ 8.00]	<u>\$ 8.50</u>
9 Holes Half Cart SENIOR (60 yrs. & over)	[\$ 8.00]	<u>\$ 8.50</u>
9 Holes Single Player Cart	[\$12.00]	<u>\$13.00</u>
9 Holes Single Player Cart SENIOR (60 yrs. & over)	[\$12.00]	<u>\$13.00</u>
Tournament Cart	[\$15.00]	<u>\$15.50</u>
Promotional Cart	[\$10.00]	<u>\$10.50</u>

For January 1, 2025 to December 31, 2025, and following years if not later amended:

18 Holes Full Cart	[\$31.00]	<u>\$32.00</u>
18 Holes Full Cart SENIOR (60 yrs. & over)	[\$21.00]	<u>\$22.00</u>
18 Holes Half Cart	[\$15.50]	<u>\$16.00</u>
18 Holes Half Cart SENIOR (60 yrs. & over)	[\$10.50]	<u>\$11.00</u>
18 Holes Single Player Cart	[\$21.00]	<u>\$22.00</u>
18 Holes Single Player Cart SENIOR (60 yrs. & over)	[\$16.00]	<u>\$17.00</u>
9 Holes Full Cart	[\$17.00]	<u>\$18.00</u>
9 Holes Full Cart SENIOR (60 yrs. & over)	[\$17.00]	<u>\$18.00</u>
9 Holes Half Cart	[\$ 8.50]	<u>\$ 9.00</u>
9 Holes Half Cart SENIOR (60 yrs. & over)	[\$ 8.50]	<u>\$ 9.00</u>
9 Holes Single Player Cart	[\$13.00]	<u>\$14.00</u>
9 Holes Single Player Cart SENIOR (60 yrs. & over)	[\$13.00]	<u>\$14.00</u>
Tournament Cart	[\$15.50]	<u>\$16.00</u>
Promotional Cart	[\$10.50]	<u>\$11.00</u>

WALKING STICK GOLF COURSE:

For March 1, 2023 to December 31, 2023:

18 Holes Full Cart	[\$29.00]	<u>\$30.00</u>
18 Holes Full Cart SENIOR (60 yrs. & over)	[\$19.00]	<u>\$20.00</u>
18 Holes Half Cart	[\$14.50]	<u>\$15.00</u>
18 Holes Half Cart SENIOR (60 yrs. & over)	[\$ 9.50]	<u>\$10.00</u>
18 Holes Single Player Cart	[\$18.25]	<u>\$30.00</u>
18 Holes Single Player Cart SENIOR (60 yrs. & over)	[\$12.50]	<u>\$20.00</u>
9 Holes Full Cart	[\$14.50]	<u>\$16.00</u>
9 Holes Full Cart SENIOR (60 yrs. & over)	[\$14.50]	<u>\$16.00</u>
9 Holes Half Cart	[\$ 7.25]	<u>\$ 8.00</u>
9 Holes Half Cart SENIOR (60 yrs. & over)	[\$ 7.25]	<u>\$ 8.00</u>
9 Holes Single Player Cart	[\$10.50]	<u>\$16.00</u>
9 Holes Single Player Cart SENIOR (60 yrs. & over)	[\$ 9.50]	<u>\$16.00</u>
Tournament Cart	[\$14.50]	<u>\$15.00</u>
Promotional Cart	[\$ 9.50]	<u>\$10.00</u>

For January 1, 2024 to December 31, 2024:

18 Holes Full Cart	[\$30.00]	<u>\$32.00</u>
18 Holes Full Cart SENIOR (60 yrs. & over)	[\$20.00]	<u>\$22.00</u>
18 Holes Half Cart	[\$15.00]	<u>\$16.00</u>
18 Holes Half Cart SENIOR (60 yrs. & over)	[\$10.00]	<u>\$11.00</u>
18 Holes Single Player Cart	[\$30.00]	<u>\$32.00</u>
18 Holes Single Player Cart SENIOR (60 yrs. & over)	[\$20.00]	<u>\$22.00</u>
9 Holes Full Cart	[\$16.00]	<u>\$18.00</u>
9 Holes Full Cart SENIOR (60 yrs. & over)	[\$16.00]	<u>\$18.00</u>
9 Holes Half Cart	[\$ 8.00]	<u>\$ 9.00</u>
9 Holes Half Cart SENIOR (60 yrs. & over)	[\$ 8.00]	<u>\$ 9.00</u>
9 Holes Single Player Cart	[\$16.00]	<u>\$18.00</u>
9 Holes Single Player Cart SENIOR (60 yrs. & over)	[\$16.00]	<u>\$18.00</u>
Tournament Cart	[\$15.00]	<u>\$16.00</u>
Promotional Cart	[\$10.00]	<u>\$12.00</u>

For January 1, 2025 to December 31, 2025, and following years if not later amended :

18 Holes Full Cart	[\$32.00]	<u>\$34.00</u>
18 Holes Full Cart SENIOR (60 yrs. & over)	[\$22.00]	<u>\$24.00</u>
18 Holes Half Cart	[\$16.00]	<u>\$17.00</u>
18 Holes Half Cart SENIOR (60 yrs. & over)	[\$11.00]	<u>\$12.00</u>
18 Holes Single Player Cart	[\$32.00]	<u>\$34.00</u>
18 Holes Single Player Cart SENIOR (60 yrs. & over)	[\$22.00]	<u>\$24.00</u>
9 Holes Full Cart	[\$18.00]	<u>\$20.00</u>
9 Holes Full Cart SENIOR (60 yrs. & over)	[\$18.00]	<u>\$20.00</u>
9 Holes Half Cart	[\$ 9.00]	<u>\$10.00</u>
9 Holes Half Cart SENIOR (60 yrs. & over)	[\$ 9.00]	<u>\$10.00</u>
9 Holes Single Player Cart	[\$18.00]	<u>\$20.00</u>
9 Holes Single Player Cart SENIOR (60 yrs. & over)	[\$18.00]	<u>\$20.00</u>
Tournament Cart	[\$16.00]	<u>\$17.00</u>
Promotional Cart	[\$12.00]	<u>\$14.00</u>

B. Motorized golf carts shall be operated in compliance with all rules and regulations issued by the Director of Parks and Recreation. Failure to abide by such rules and regulations may result in the cancellation of golf cart rental privileges.

SECTION 4. PRIVATELY OWNED MOTORIZED GOLF CARTS

A. The sum of money required to be paid (in full without pro-rating for less than twelve months) in order to permit a registered, privately owned golf cart to be used on the Elmwood Municipal Golf Course from January 1 to December 31 of each year shall be as follows:

Person with a disability and Seniors	\$325.00
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B. The golf cart registration charges do not include any storage, electrical or maintenance facilities or services.

C. All golf carts must be registered in the name of the user (no more than two persons). The registration will describe the golf cart and the names and addresses of the registered users. No golf cart shall be registered after April 30, 1988 except a golf cart mechanically modified in a material manner to accommodate its use by a person with a disability who without such modification would be unable to access the golf course.

D. Only registered user may operate a golf cart on the golf course. A registered user may permit a non-registered user to occupy the golf cart with the registered user. Golf carts shall not be used by a non-registered user except as provided in this paragraph D. Golf cart registration may not be transferred to another golf cart or person.

E. Golf cart registrations may be renewed each year upon payment of the registration charge before January 1 of each year provided the golf cart is properly insured and has passed inspection by the Superintendent of Fleet Maintenance for the City. Failure to timely renew shall result in the permanent cancellation of the registration for the golf cart. Applications for registration and annual renewal of registration shall be on forms provided by the Parks and Recreation Department and signed by the user. Golf cart registration charges are not refundable in whole or part.

F. Golf carts shall be operated in compliance with all rules and regulations contained in the application forms and issued by the Director of Parks and Recreation. Failure to abide by such rules and regulations may result in the cancellation of the golf cart registration.

G. No privately owned motorized golf carts shall be permitted upon the Walking Stick Golf Course.

SECTION 5. DRIVING RANGE FEES

A. The sum of money required to be paid in order to rent a container of driving range golf balls for use at a City Municipal Golf Course driving range facility shall be as follows:

ELMWOOD GOLF COURSE:

For March 1, 2023 to December 31, 2023:

Small container	[\$ 5.25]	\$ 5.75
Large container	[\$ 6.25]	\$ 6.75
Small container JUNIOR (17 yrs. & under)		\$ 2.00
Large container JUNIOR (17 yrs. & under)		\$ 3.00
Driving Range 25 Punch Card	[\$125.00]	\$140.00

For January 1, 2024 to December 31, 2024:

Small container	[\$ 5.75]	\$ 6.00
Large container	[\$ 6.75]	\$ 7.00
Small container JUNIOR (17 yrs. & under)	[\$ 2.00]	\$ 3.00
Large container JUNIOR (17 yrs. & under)	[\$ 3.00]	\$ 4.00
Driving Range 25 Punch Card	[\$140.00]	\$150.00

For January 1, 2025 to December 31, 2025:

Small container		\$ 6.00
Large container		\$ 7.00
Small container JUNIOR (17 yrs. & under)		\$ 3.00
Large container JUNIOR (17 yrs. & under)		\$ 4.00
Driving Range 25 Punch Card		\$150.00

WALKING STICK GOLF COURSE:

For March 1, 2023 to December 31, 2023:

Small container	[\$ 5.25]	\$ 6.00
Large container	[\$ 6.25]	\$ 7.00
Small container JUNIOR (17 yrs. & under)	[\$ 2.00]	\$ 3.00
Large container JUNIOR (17 yrs. & under)	[\$ 3.00]	\$ 4.00
Driving Range 25 Punch Card	[\$125.00]	\$140.00

For January 1, 2024 to December 31, 2024:

Small container		\$ 6.00
Large container		\$ 7.00
Small container JUNIOR (17 yrs. & under)		\$ 3.00
Large container JUNIOR (17 yrs. & under)		\$ 4.00
Driving Range 25 Punch Card		\$140.00

For January 1, 2025 to December 31, 2025:

Small container	[\$ 6.00]	\$ 7.00
Large container	[\$ 7.00]	\$ 8.00
Small container JUNIOR (17 yrs. & under)	[\$ 3.00]	\$ 4.00
Large container JUNIOR (17 yrs. & under)	[\$ 4.00]	\$ 5.00
Driving Range 25 Punch Card	[\$140.00]	\$160.00

B There shall be no waiver of driving range fees for any type of play.

SECTION 6. SCHOOL TEAMS

Pueblo School District No. 60 and Pueblo County School District No. 70 interscholastic and the Colorado State University – Pueblo intercollegiate golf teams may utilize the City Municipal Golf Courses under the direct personal supervision of a respective school's head golf coach and are subject to all rules, fees, and managerial policies adopted by the Parks and Recreation Department with the approval of the Mayor, provided such use does not interfere with the use of the facilities by the general public.

SECTION 7.

All fees collected pursuant to this Resolution will be attributed to and budgeted to the accounts of the City of Pueblo's Golf Course Enterprise.

SECTION 8.

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

SECTION 9.

All other Resolutions or parts of Resolutions in conflict herewith, including any fees established by the Golf Course Enterprise, are hereby repealed.

SECTION 10.

This Resolution shall become effective immediately upon passage and approval, but the fees and changes set forth shall become effective March 1, 2023.

INTRODUCED February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: A RESOLUTION URGING CONGRESS TO ENACT NATIONAL
INFRASTRUCTURE BANK LEGISLATION (H.R 3339)

SUMMARY:

Attached is a resolution which calls upon the United States Congress to pass H.R. 3339 to create a National Infrastructure Bank to finance urgently needed infrastructure projects.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

There is a crucial need to finance urgently needed infrastructure projects throughout the United States. The American Society of Civil Engineers (ASCE) stated in its 2021 report card that the United States received a grade of C- regarding the current state of infrastructure and that more than six trillion dollars would be needed to restore the nation's infrastructure to a state of good repair. Over two trillion dollars is currently not funded, the remainder is inadequately funded, and all new, 21st Century projects are unfunded.

Colorado's drinking water infrastructure will require \$10.2 billion in additional funding; EPA estimates Colorado's wastewater systems will require \$4.69 billion to achieve a state of good repair. Colorado school facilities have a \$14 billion funding gap.

481 bridges and over 3,600 miles of highway in poor condition. Each driver pays \$651 per year in costs due to driving on roads in need of repair. Due to a lack of available and affordable housing, 379,000 renters in Colorado are rent burdened; as of 2021, 6,000 households in Pueblo pay more than 50% of their income on housing, with 25% of Pueblo's Black households and 21% of Hispanic households severely cost burdened, as are Asian-Pacific American households.

12.1% of Coloradans live in areas where there is no broadband infrastructure that provides minimally acceptable speeds. 38.1% of Coloradans live in areas where there is only one internet provider, and 9% of Colorado households do not have an internet subscription.

Congress introduced HR 3339, The National Infrastructure Bank Act to create a new National Infrastructure Bank ("NIB"). This legislation creates a \$5 trillion bank, authorized to invest in infrastructure projects only. It would require no new federal spending and no new federal taxes. It would be capitalized by existing Treasury debt, as was done previously in U.S. history.

The NIB is modeled on previous banks which helped build much of our country's infrastructure under Presidents George Washington, James Madison, Abraham Lincoln, and Franklin D. Roosevelt. The last such bank helped bring the United States out of the Depression and win WWII.

The new National Infrastructure Bank will invest five trillion dollars into infrastructure only and create twenty-five million new jobs, paying prevailing wages. The NIB mandates strong Buy American provisions. Disadvantaged business enterprises will be heavily supported and the legislation requires extensive minority hiring. Colorado could receive over \$100 billion from the NIB and generate over 500,000 new high wage jobs. The Bank will grow the economy by 5% per year as did its predecessors.

Twenty-four state legislatures filed support resolutions, as did county and city councils. Resolutions have passed in at least one house in eight states. City Councils passing resolutions include: Los Angeles, San Francisco, Chicago, Philadelphia, Cleveland, Gainesville FL, Providence, Pittsburgh, Anchorage, Toledo, Albany NY, and more. Other endorsements include: the National Latino Farmers and Ranchers, National Black Caucus of State Legislators, National Association of Development Organizations (541 Regional Planning Commissions), the National Asian-Pacific American Caucus of State Legislators, the American Sustainable Business Council, the US High Speed Rail Association; the United Association of Plumbers and Steamfitters, and many more.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City in passing this Resolution.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could choose not to publicly support the creation of a National Infrastructure Bank.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15142

A RESOLUTION URGING CONGRESS TO ENACT NATIONAL
INFRASTRUCTURE BANK LEGISLATION (H.R 3339)

WHEREAS, there is a crucial need to finance urgently needed infrastructure projects throughout the United States; and

WHEREAS, the American Society of Civil Engineers (ASCE) stated in its 2021 report card that the United States received a grade of C- regarding the current state of infrastructure and that more than six trillion dollars would be needed to restore the nation's infrastructure to a state of good repair. Over two trillion dollars is currently not funded, the remainder is inadequately funded, and all new, 21st Century projects are unfunded; and

WHEREAS, Colorado's drinking water infrastructure will require \$10.2 billion in additional funding; EPA estimates Colorado's wastewater systems will require \$4.69 billion to achieve a state of good repair; and

WHEREAS, Colorado school facilities have a \$14 billion funding gap; and

WHEREAS, 481 bridges and over 3,600 miles of highway in poor condition. Each driver pays \$651 per year in costs due to driving on roads in need of repair; and

WHEREAS, due to a lack of available and affordable housing, 379,000 renters in Colorado are rent burdened; as of 2021, 6,000 households in Pueblo pay more than 50% of their income on housing, with 25% of Pueblo's Black households and 21% of Hispanic households severely cost burdened, as are Asian-Pacific American households; and

WHEREAS, 12.1% of Coloradans live in areas where there is no broadband infrastructure that provides minimally acceptable speeds. 38.1% of Coloradans live in areas where there is only one internet provider, and 9% of Colorado households do not have an internet subscription; and

WHEREAS, Congress introduced HR 3339, The National Infrastructure Bank Act to create a new National Infrastructure Bank ("NIB"). This legislation creates a \$5 trillion bank, authorized to invest in infrastructure projects only. It would require no new federal spending and no new federal taxes. It would be capitalized by existing Treasury debt, as was done previously in U.S. history; and

WHEREAS, the NIB is modeled on previous banks which helped build much of our country's infrastructure under Presidents George Washington, James Madison, Abraham Lincoln, and Franklin D. Roosevelt. The last such bank helped bring the United States out of the Depression and win WWII; and

WHEREAS, the new National Infrastructure Bank will invest five trillion dollars into infrastructure only and create twenty-five million new jobs, paying prevailing wages. The NIB mandates strong Buy American provisions. Disadvantaged business enterprises will be heavily supported and the legislation requires extensive minority hiring. Colorado could receive over \$100 billion from the NIB and generate over 500,000 new high wage jobs. The Bank will grow the economy by 5% per year as did its predecessors; and

WHEREAS, twenty-four state legislatures filed support resolutions, as did county and city councils. Resolutions have passed in at least one house in eight states. City Councils passing resolutions include: Los Angeles, San Francisco, Chicago, Philadelphia, Cleveland, Gainesville FL, Providence, Pittsburgh, Anchorage, Toledo, Albany NY, and more. Other endorsements include: the National Latino Farmers and Ranchers, National Black Caucus of State Legislators, National Association of Development Organizations (541 Regional Planning Commissions), the National Asian-Pacific American Caucus of State Legislators, the American Sustainable Business Council, the US High Speed Rail Association; the United Association of Plumbers and Steamfitters, and many more; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council of the City of Pueblo calls upon the United States Congress to pass H.R. 3339 to create a National Infrastructure Bank to finance urgently needed infrastructure projects.

SECTION 2.

The City Clerk is requested to transmit copies of this Resolution to the Colorado delegation to Congress, to the Governor of Colorado, and to the President of the United States.

SECTION 3.

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

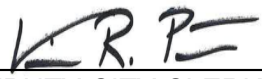
SECTION 4.

This Resolution shall become effective immediately upon final passage and approval.

INTRODUCED February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023

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 OF LARRY ATENCIO TO THE PUEBLO DEPOT ACTIVITY DEVELOPMENT AUTHORITY BOARD OF DIRECTORS FOR THE YEAR 2023

SUMMARY:

This Resolution will appoint Larry Atencio as the City Council representative to serve on the Pueblo Depot Activity Development Authority Board of Directors through January 31, 2024.

PREVIOUS COUNCIL ACTION:

This appointment is confirmed on an annual basis.

BACKGROUND:

Annual appointments are made assigning a City Council representative to serve on Boards and Commissions where it is either required by legislation that a Council Member be a member, or it has been the policy to have a Council Member serve on a particular Board or Commission. The new terms will expire January 31, 2023.

FINANCIAL IMPLICATIONS:

None

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

N/A

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

None

RESOLUTION NO. 15143

A RESOLUTION CONFIRMING THE APPOINTMENT OF
LARRY ATENCIO TO THE PUEBLO DEPOT ACTIVITY
DEVELOPMENT AUTHORITY BOARD OF DIRECTORS
FOR THE YEAR 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Larry Atencio to serve as the Council Representative on the Pueblo Depot Activity Development Authority Board of Directors for a one-year term expiring January 31, 2023 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 immediately upon final passage.

INTRODUCED February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023
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 RITA GONZALES TO THE ADA ADVISORY COMMITTEE

SUMMARY:

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

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

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

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

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

The Committee recommends approval of this applicant.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

Application

RESOLUTION NO. 15144

A RESOLUTION CONFIRMING THE APPOINTMENT BY
THE MAYOR OF RITA GONZALES TO THE ADA
ADVISORY COMMITTEE

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

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Rita Gonzales is hereby appointed to the ADA Advisory Committee to complete a four-year term expiring August 30, 2026.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Thursday, January 19, 2023 9:10:25 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment	
(Section Break)	
DATE	1/18/2023
BOARD OR COMMISSION	ADA Advisory Committee
Contact Information	
FIRST NAME	Rita M.
LAST NAME	Gonzales
HOME ADDRESS	4401 Turnberry Crescent
CITY	Pueblo
STATE	CO
ZIP	81001
OFFICE ADDRESS	<i>Field not completed.</i>
CITY	<i>Field not completed.</i>
STATE	<i>Field not completed.</i>
ZIP	<i>Field not completed.</i>
DAYTIME PHONE	719-225-8646
E-MAIL ADDRESS	robtriv@att.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)

MSW (Masters Level Social Worker)

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 am a lifelong disabled person

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

I want to make sure that all people have accessibility in the City
of Pueblo, which is not the case currently.

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

Same as #2 - accessibility

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

There are too many dangerous ruts for walkers, its not easy to
use a walker in Pueblo.
I also volunteer on the Autobee Club

(Section Break)

Upload résumé,
references and/or other
pertinent information

Field not completed.

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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ZOOLOGICAL SOCIETY, D/B/A THE PUEBLO ZOO, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF ONE HUNDRED TWO THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS (\$102,169) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with the Pueblo Zoological Society d/b/a the Pueblo Zoo, a Colorado nonprofit corporation ("Zoo") to first, expand Broadband services by "the installation of fiber-optic infrastructure" and second, "investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise of gun violence resulting from the pandemic." (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$102,169 will be paid out of Project No. CI2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

With increased safety concerns due to human caused risks (i.e. active shooter,

vandalism, perimeter breeches) and natural caused risks (i.e. wildfires, etc.) safety is an urgent priority concern for the Zoo. Currently, there are no security cameras or security personnel on the Zoo's premises. The Zoo cannot sustain full time security personnel to monitor cameras, so the Zoo has explored incident activated monitoring systems which will alert staff of any active shooter threats and unusual activities and will also record such activities for law enforcement purposes. Installing broadband will make the consideration of these systems feasible where they were not before.

In addition, based on recommendations from the Pueblo Police Department, the Zoo needs to install access monitoring systems to protect its staff and the public. The Zoo staff are extremely vulnerable in a busy public venue with no access security. Additionally, in the case of staff turnover and/or a potentially disgruntled former employee, the Zoo needs to have the ability to change access without the expense and hassle of re-keying the entire zoo. Lastly, the primary gate to the Zoo's service compound which is along the heavily trafficked City Park loop is completely unsecure during open hours due to the need for access by vendors, staff, contractors, utilities and waste management workers, etc. This presents a significant risk and Subrecipient is looking to replace the gate with an automatic gate, access system and camera monitoring.

FINANCIAL IMPLICATIONS:

The Pueblo Zoo will receive \$102,169 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the Pueblo Zoo's broadband and security proposal.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ARPA 14 - Pueblo Zoo - Sub Agree

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE PUEBLO ZOOLOGICAL SOCIETY, D/B/A THE PUEBLO ZOO, A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF ONE HUNDRED TWO THOUSAND ONE HUNDRED SIXTY-NINE DOLLARS (\$102,169) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

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

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

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

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

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

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

SECTION 1.

The Subrecipient Agreement (“Agreement”) dated February 27, 2023, between the City of Pueblo, a Colorado municipal corporation and the Pueblo Zoological Society d/b/a the Pueblo Zoo, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

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

SECTION 3.

Funds in the amount of \$102,169 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, to first, expand Broadband services by “the installation of fiber-optic infrastructure” and second, “investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise of gun violence resulting from the pandemic.

SECTION 4.

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

described herein.

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT (“Agreement”) is made and entered into this 27th day of February, 2023 (hereinafter “Effective Date”) by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the “City” and the Pueblo Zoological Society, d/b/a the Pueblo Zoo, a Colorado nonprofit corporation, hereinafter referred to as the “Subrecipient” or “Zoo.” City and Subrecipient/Zoo are sometimes each referred to as a “Party” and collectively “Parties.”

RECITALS

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

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

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

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026); and

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

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

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

WHEREAS, Subrecipient has requested that the City use CLFRF Funds (pursuant to U.S. Treasury Final Rule 31 CFR 35.6) first, to expand Broadband services by “the installation of fiber-optic infrastructure” (page 294) and second, “investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise of gun violence resulting from the pandemic” (page 72) (hereinafter “Project”); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

With increased safety concerns due to human caused risks (i.e. active shooter, vandalism, perimeter breeches) and natural caused risks (i.e. wildfires, etc.) safety is an urgent priority concern for the Zoo. Currently, there are no security cameras or security personnel on Subrecipient's premises. The Zoo cannot sustain full time security personnel to monitor cameras so the Subrecipient has explored incident activated monitoring systems which will alert staff of any active shooter threats and unusual activities and will also record such activities for law enforcement purposes. Installing broadband will make the consideration of these systems feasible where they were not before.

In addition, based on recommendations from the Pueblo Police Department, Subrecipient needs to install access monitoring systems to protect staff and the public. Staff are extremely vulnerable in a busy public venue with no access to security. Additionally, in the case of staff turnover and/or a potentially disgruntled former employee, Subrecipient needs to have the ability to change access without the expense and hassle of re-keying the entire zoo. Lastly, the primary gate to Subrecipient's service compound which is along the heavily trafficked City Park loop is completely unsecure during open hours due to the need for access by vendors, staff, contractors, utilities and waste management workers, etc. This presents a significant risk and Subrecipient is looking to replace the gate with an automatic gate, access system and camera monitoring.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:
 - 1. Federal SAM Unique Entity ID;
 - 2. IRS designation as a 501(c)(3) nonprofit entity;
 - 3. Certificate of Good Standing from the Office of the Secretary of State;
- (b) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (c) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR

Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

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

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

- (a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- (b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time

in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.

- (c) The aggregate of all payments made hereunder shall not exceed One Hundred Two Thousand One Hundred Sixty-Nine Dollars (U.S. \$102,169.00). City shall make said funds available to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.
- (d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:
 - A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
 - A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.
- (e) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

- (a) The term of the Project shall be from Effective Date set forth above to December 31, 2024 unless sooner terminated as herein provided.
- (b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2024 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.
- (b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.
- (c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become

the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent Agreement or, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY AND INSURANCE

- (a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.
- (b) During the term of the Project, Subrecipient shall maintain Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

- (a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- (b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing Agreement ed services for the City under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

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

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

19. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

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

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

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

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

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from

any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

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

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

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

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

THE PUEBLO ZOOLOGICAL SOCIETY d/b/a THE PUEBLO ZOO
A COLORADO NONPROFIT CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT A SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

SUBRECIPIENT'S SCOPE OF SERVICES

B Principal Tasks

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

Subrecipient shall use CLFRF Funds first, to expand Broadband services by "the installation of fiber-optic infrastructure" and second, "investing in technology and equipment to allow law enforcement to more efficiently and effectively respond to the rise of gun violence resulting from the pandemic."

C. Budget \$102,169.00

ARPA - Broadband/Security		Subtotals	TOTAL
Broadband			
Fiber through conduits from Admin to WOC to IOL	\$ 13,980		
Boring of Fiber & Speaker wire from EcoCenter to Mandari	\$ 5,680		
Lay Lines - Build Infrastructure: World of Color & Islands of Life	\$ 2,550		
Expand broadband to NW corner of zoo	\$ 15,000		
Broadband subtotal		\$ 37,210	
Security Equipment & Monitoring programs			
Cameras & other hardware	\$ 27,178		
Licensing – 5 years	\$ 22,781		
		\$ 49,959	

Security gate		\$ 15,000	
Security subtotal		\$ 64,959	
TOTAL			\$ 102,169

EXHIBIT C

CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with all applicable municipal, state and federal statutes and regulations, including but not limited to the following:

Municipal and State

(1) The Charter, Municipal Code and the Rules and Regulations of the City of Pueblo, including but not limited to, the legal obligation to obtain all required licenses and permits from the City of Pueblo.

(2) The Constitution, Colorado Revised Statutes and the Rules and Regulations of the State of Colorado, including, but not limited to, the legal obligation to obtain all required licenses and permits from the State of Colorado.

Federal

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et.seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et.seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et.seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et.seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this Agreement document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

- (a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement , the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation,

renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

(25) The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(26) The Subrecipient and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

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

EXHIBIT D

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of this Agreement for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes __, No __.
- b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes __, No __.
If you answered "yes" please state which of the above entities best describes your business:

- c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent Agreement or of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future Agreement or other arrangement for services between you and the City of Pueblo.

Signed _____, 20____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

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 AUTHORIZING FUNDS IN THE AMOUNT OF \$50,507.64 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE ARKANSAS RIVER TRAIL, PHASE 4 PROJECT, PL1606

SUMMARY:

The proposed Ordinance would authorize the use of the Black Hills Underground Funds for the Arkansas River Trail Phase 4 Project. Funds in the amount of \$50,507.64 shall be expended on Project PL1606. The funds will be used to provide local match money to a Colorado Department of Transportation (CDOT) grant, and underground powerlines near the river's edge.

PREVIOUS COUNCIL ACTION:

Ordinance 9010, dated July 11, 2016, established the Arkansas River Trail Upgrade and Safety Improvements Phase 4 Project, budgeted and appropriated funds in the amount of \$770,618.00, transferred funds in the amount of \$65,887.00 from the Conservation Trust Fund, Authorized funds in the amount of \$88,237.00 from the Black Hills Underground Utility Fund to be expended and approved an IGA between the City and CDOT to receive grant funds in the amount of \$616,494.00 for the Project.

Ordinance 9487, dated June 10, 2019, authorized an additional \$69,292.00 from the Black Hills Energy Underground Utility Fund.

Ordinance 9751, dated July 13, 2020, authorized an additional \$28,187.20 from the Black Hills Energy Underground Utility Fund, approved an IGA between the City of Pueblo and CDOT to receive grant funds in the amount of \$200,000.00 and budgeted and appropriated \$200,000.00 for the Project.

Resolution 15024, dated October 11, 2022, awarded a construction contract to Merriman Land Works dba Flat & Fancy in the amount of \$421,688.63.

BACKGROUND:

The Project is the fourth phase of the upgrade and reconstruction of the 25-year old section of the Arkansas River Trail northwest of Santa Fe Avenue along the south side of the Arkansas River. The Project will connect the bike/pedestrian trail to the south side of the 4th Street Bridge, provide parking for trail users, and connect a trail access from the nearest bike/pedestrian crossing west of the 4th Street Bridge to the Arkansas River Trail.

Prices to put the overhead utility lines underground have increased from \$88,237.00 to \$236,223.84 since the previous authorizations by the City Council were in 2016, 2018, and 2020. In late 2022, Flat & Fancy was awarded the construction contract, to begin construction in the "Spring of 2023." Once the funds are authorized for Black Hills Energy to underground the overhead utility lines, the work can begin and no additional increases are anticipated.

The cost to install lighting along the roadway will be paid for from the project account.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$50,507.64 shall be expended for the Arkansas River Trail Upgrade and Safety Improvements, Project PL1606.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this Ordinance will result in insufficient funds to place the overhead electric lines underground.

RECOMMENDATION:

Approve the Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AUTHORIZING FUNDS IN THE AMOUNT OF \$50,507.64 FROM THE BLACK HILLS ENERGY UNDERGROUND UTILITY FUND TO BE EXPENDED FOR THE ARKANSAS RIVER TRAIL, PHASE 4 PROJECT, PL1606

WHEREAS, The Arkansas River Trail Upgrade and Safety Improvements Phase 4 Project, PL1606 has been established, and

WHEREAS, A total of \$185,716.20 has been approved by City Council to be expended to place existing overhead utility lines underground for the project, and

WHEREAS, Additional funds in the amount of \$50,507.64 is required to cover the increased cost to underground the overhead utility lines; NOW, THEREFORE,

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

SECTION 1.

Funds in the amount of \$50,507.64 are hereby authorized and made available to be expended from the Black Hills Underground Utility Fund to place existing overhead utility lines underground for said project.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective 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: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE APPROVING A GRANT AGREEMENT WITH THE CITIES FOR FINANCIAL EMPOWERMENT FUND, INC. FOR THE FINANCIAL EMPOWERMENT CENTER (FEC) IMPLEMENTATION GRANT PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ACCEPTING THE GRANT AWARD IN THE AMOUNT OF \$150,000, CREATING PROJECT NO. CI2315, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$150,000 AND MATCHING FUNDS OF \$50,000 INTO PROJECT NO. CI2315

SUMMARY:

An Ordinance approving a grant agreement with the Cities for Financial Empowerment Fund, Inc. for the financial empowerment center (FEC) implementation grant program, authorizing the Mayor to sign the grant agreement, accepting the grant award in the amount of \$150,000, creating Project No. CI2315, and budgeting and appropriating the grant funds of \$150,000 and matching funds of \$50,000 into Project No. CI2315

PREVIOUS COUNCIL ACTION:

City Council has previously approved ordinances accepting a CFE Fund Financial Navigator grant, a CFE Fund City Start grant, and a CFE Fund Bank On Fellowship grant from the Cities for Financial Empowerment Fund, Inc. City Council approved Ordinance No. 9970 on July 26, 2021, approving the Cities for Financial Empowerment Fund, Inc.'s Financial Empowerment Center Planning Grant Program, establishing Project No. CI2110, and budgeting and appropriating the initial grant funds into Project No. CI2110. This is a new grant and a separate project.

BACKGROUND:

Cities for Financial Empowerment Fund's Financial Empowerment Center Implementation Grant Program offers local governments \$150,000.00 and extensive technical assistance from the CFE Fund and their partners to create a Financial Empowerment Center, which will provide Professional, one-on-one, municipally led,

and community organization-driven free financial counseling in Pueblo.

FINANCIAL IMPLICATIONS:

There are matching funds in the amount of \$150,000 required for this grant, which have been secured by the City of Pueblo and the FEC Provider, United Way of Pueblo County.

- \$50,000 ARPA Revenue Replacement funds, available through Resolution No. 14854;
- \$50,000 Pueblo County Department of Human Services; and
- \$50,000 Colorado Housing and Finance Authority (CHFA).

This grant will require monitoring and auditing. This grant will provide funding to establish a financial empowerment center to improve Pueblo families' financial lives. Upon passage of the Ordinance, the City of Pueblo will receive the entire \$150,000.00 and work with the United Way of Pueblo County to establish the FEC. The total grant budget will be \$300,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the proposed Ordinance is not approved, the City of Pueblo will not receive the grant funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. FEC Implementation Grant Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A GRANT AGREEMENT WITH THE CITIES FOR FINANCIAL EMPOWERMENT FUND, INC. FOR THE FINANCIAL EMPOWERMENT CENTER (FEC) IMPLEMENTATION GRANT PROGRAM, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, ACCEPTING THE GRANT AWARD IN THE AMOUNT OF \$150,000, CREATING PROJECT NO. CI2315, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$150,000 AND MATCHING FUNDS OF \$50,000 INTO PROJECT NO. CI2315

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo to accept grants from non-profit funding organizations for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the Cities for Financial Empowerment Fund, Inc.'s Financial Empowerment Center Implementation Grant Program has tendered a Grant Agreement including Terms and Conditions (the "Award") in the amount of \$150,000.00 to establish a financial empowerment center, a municipally led and community organization providing financial counseling services in Pueblo; and

WHEREAS, acceptance of the Award for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW, THEREFORE,

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

SECTION 1.

The Grant Agreement between the City of Pueblo, a Municipal Corporation, and the Cities for Financial Empowerment Fund, Inc. (the "Grant Agreement"), a true copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby accepted and approved.

SECTION 2.

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

SECTION 3.

Project No. CI2315 is hereby created.

SECTION 4.

Grant funds in the amount of \$150,000.00 shall be accepted pursuant to the Grant Agreement and budgeted and appropriated to Project No. CI2315.

SECTION 5.

Matching City funds in the amount of \$50,000.00 shall be budgeted and appropriated from ARPA Revenue Replacement funds available through Resolution No. 14854 to Project No. CI2315. Additional matching funds in the amounts of \$50,000.00 from the Pueblo County Department of Human Services and \$50,000.00 from the Colorado Housing and Finance Authority have already been provided to the United Way of Pueblo County, Colorado Inc. for the

purpose of the Financial Empowerment Center Implementation Grant Program.

SECTION 6.

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

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 _____.

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk



GRANT AGREEMENT

This Grant Agreement (the “Agreement”), dated as of January 15, 2023 (the “Effective Date”) is by and between the **Cities for Financial Empowerment Fund, Inc.** (the “CFE Fund”), a Delaware non-stock, non-profit corporation with its principal office located at 44 Wall Street, Suite 1050 qualified as exempt from federal income tax under section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the “Code”), and **City of Pueblo, Colorado** (the “Grantee”).

WHEREAS, the CFE Fund works to support municipal engagement to improve the financial stability of low and moderate income households by embedding financial empowerment strategies into local government infrastructure (the “Purposes”).

WHEREAS, the CFE Fund has determined that the support of the Grantee in the work contemplated by this Agreement furthers the exempt purposes of the CFE Fund.

WHEREAS, the Grantee has agreed to use the **Financial Empowerment Center Implementation Grant** funds provided by this Agreement (the “Grant”) to support the Purposes by managing the implementation and operation of the activities set forth in Exhibit A (the “Request for Proposal & Grantee Proposal”), Exhibit B (the “Scope of Work”) and Exhibit C (the “Model”) (Exhibits A, B and C collectively, the “Program”).

WHEREAS, the CFE Fund and the Grantee desire to enter into this Agreement to provide for the terms and conditions of the Grant and the Program.

NOW, THEREFORE, the CFE Fund and the Grantee agree as follows:

1. **Grant.**

The CFE Fund pledges and agrees to provide the Grantee a 1:1 match Grant in the form of cash in the amount of \$150,000 (ONE HUNDRED FIFTY THOUSAND DOLLARS) for the first fifteen (15) months based on written proof that the Grantee has met its \$150,000 fundraising obligation and demonstrated proof of actual funding in hand or provided commitment letters demonstrating funds secured to the CFE Fund. For purposes of this Grant, Year 1 shall be understood to mean the 15-month period following the Effective Date (“Year 1”). This is expected to include an estimated 3-month build phase and the first 12 months of FEC operations.

Year 2 shall be understood to include the 12-month period immediately following Year 1 (“Year 2”). This is expected to be the second 12 months of FEC operations. Provided the Grantee meets all programmatic and fundraising requirements detailed in this agreement, the Grantee may be eligible for a Year 2 grant, at a 1:2 match, of up to \$100,000 (ONE HUNDRED THOUSAND DOLLARS), upon the Grantee demonstrating its ability to secure at least \$200,000 in outside funding. Grantee will be expected to raise Year 2 funds within nine months of the launch of the FEC.

2. Use of Grant.

The Grant is to be used only for the purposes outlined in the Program and in accordance with the specific allocations identified in the Grant budget included in Exhibit D (the “Grantee Budget”). The work detailed in the Request for Proposal should be executed in accordance with Scope of Work. The Grantee must obtain the prior written consent of the CFE Fund before using the Grant for goods or services outside the Scope of Work; the failure to comply with this provision may invalidate any obligation of the CFE Fund to pay any invoices for such goods or services and constitute breach of this Agreement.

3. Term.

- (a) The Grant term includes an estimated 3-month build phase and two years of FEC operations. The Grant Term will begin as of the Effective Date and end no later than April 15, 2025. Any funds not used by the end of the Grant Term toward the purposes of this Grant will be returned to the CFE Fund within thirty (30) days after the end of the Grant Term unless otherwise agreed upon by both parties in writing in advance.
- (b) This Agreement may be terminated at any time prior to its scheduled termination as set forth above:
 - (i) By either the CFE Fund or the Grantee without cause by giving the other party sixty (60) days’ prior written notice;
 - (ii) Immediately by a non-breaching party following a material breach of this Agreement by the other party and the expiration of a ten (10) day “cure” period after the non-breaching party shall have given notice to the breaching party of such breach; or;
 - (iii) Immediately by the CFE Fund when its objectives can no longer be advanced through the relationship set forth in this Agreement, without limitation, by the Grantee’s administration of any Vendor Contract (as defined below).
- (c) If the Agreement is terminated by either party for any reason, CFE Fund will have no further obligation to make any payments to the Grantee, except for work already completed but not yet paid for prior to the termination; provided, that (i) such work is within the Scope of Work or (ii) if such work is beyond the Scope of Work, the prior written consent of the CFE Fund has previously been obtained.

4. Vendor(s)

- (a) The CFE Fund hereby appoints the Grantee as its sole and exclusive agent with respect to any community-based 501(c)(3) organizations, governmental organizations, consultants, or other private entities (each a “Vendor”) engaged by the Grantee to support the implementation of the Program. Each Vendor may rely upon the direction and instruction of the Grantee.
- (b) The Grantee shall administer all aspects of each contract entered into with any Vendor for purposes of this Agreement (the “Vendor Contracts”), including, without limitation, payment of Vendor(s)’ invoices, managing and overseeing the performance of each Vendor under the Vendor Contracts and monitoring such Vendor’s adherence to its duties, obligations and responsibilities thereunder.
- (c) Notwithstanding the above, Grantee shall notify CFE Fund in a timely, written manner of any Vendors engaged for the purposes of this Agreement.

5. Conditions of Disbursement of Grant.

- (a) Grantee shall be eligible to receive funds upon the fulfillment of the following conditions:
 - (i) Year 1 funds:
 - a. Receipt by the CFE Fund of a countersigned copy of this Agreement, which includes Scope of Work and Grantee Budget, and commitment letter(s) for the \$150,000 or more raised by Grantee for Year 1.
 - (ii) Year 2 funds:
 - a. Satisfactory contract deliverables as defined in the Scope of Work at the end of Year 1, submission of a Year 1 status report through the CFE Fund’s grant interface, and proof of actual funding in hand or commitment letter(s) for \$200,000 or more raised by Grantee for Year 2.
- (b) Disbursements of the Grant shall be subject to the fulfillment of the following conditions:
 - (i) Timely receipt of all Grantee reports as detailed in the Scope of Work.
 - (ii) Satisfactory performance of this Agreement in accordance with the Scope of Work.
 - (iii) The Grantee covenants and agrees that it shall take no action, omit to take any action, or engage in any activity that could impair or endanger, either directly or indirectly, the CFE Fund’s exempt status under the Internal Revenue Code, or which could hinder the CFE Fund’s ability to fulfill its

charitable mission.

(c) **Grant Payout Schedule:**

- (i) Year 1 funds: Grantee will be eligible for a 1:1 funding match from the CFE Fund, in the amount of \$150,000, pending Grantee meeting requirements in 5(a)(i). Terms of payments for Year 1 funding:
 - a. 100% of funds (\$150,000) will be paid upon fully executed Agreement.
- (ii) Year 2 funds: Grantee will be eligible for a 1:2 funding match from the CFE Fund, up to \$100,000, pending Grantee meeting requirements in 5(a)(ii). Terms of payments for Year 2 funding:
 - a. Initial 80% of funds will be paid at the start of Year 2 upon proof of the actual funding in hand or written commitment letters demonstrating funds secured by the Grantee.
 - b. Final 20% of fund will be paid upon the satisfactory submission of final deliverables as defined in the Scope of Work.

6. Payment of Grant.

Subject to the fulfillment of the conditions set forth in Section 5:

- (a) The CFE Fund may increase the Scope of Work and corresponding outcome requirements and make concomitant payment adjustments as funds become available to expand services. Any increase in the Scope of Work and subsequent outcome goals would be made in consultation with the Grantee and the Vendor(s).
- (b) Services provided by the Grantee to clients beyond the Grant Term shall not be within the Scope of Work under this Agreement and shall not be included in the Grant.

- (c) The CFE Fund can make payment in one of two ways. Please initial in **ONE** of the boxes to select the requested payment option.

- a. For electronic payment: The CFE Fund will make an electronic payment through the CFE Fund's payment system, bill.com. The Grantee authorizes the below employee to create an account and enter the Grantee's appropriate bank routing and account number into bill.com. The Grantee will ensure that account information in bill.com is accurate throughout the life of the Grant.

Initial Here for
Electronic Payment and to
Authorize Staff Member

☐

- b. For payment by check: The CFE Fund will issue a check to the Grantee at the address provided:

Initial Here for
Payment by Check

☐

City of Pueblo
P.O. Box 1427
Pueblo, CO 81002

- (d) The CFE Fund's ability to pay out this Grant is dependent on the timely receipt of Grant funding from institutional Grantors. In the event that the CFE Fund has not received sufficient or timely funding from these Grantors, the CFE Fund may elect to postpone, reduce, or eliminate this Grant prior to disbursement.

7. Covenants.

During the term of this Grant, the Grantee is expected to adhere to the terms and conditions below and outlined in the Exhibit B (the "Scope of Work") or as set forth in Exhibit A (the "Request for Proposal and Grantee Proposal"). Failure to adhere to these conditions will constitute an act of default and result in the Grantee's obligation to return part or all of the Grant funds to the CFE Fund and the termination of any obligation of the CFE Fund to pay subsequent invoices submitted after such default. In such a case, the CFE Fund will determine in its sole and absolute discretion the percentage of the Grant to be returned. Cessation or reclamation of Grant funding by the CFE Fund may also result in the Grantee's elimination from consideration for investment from the CFE Fund in any other form. In the event that the CFE Fund terminates the Grant as provided herein, the Grantee shall return Grant funds to the CFE Fund within the time period specified by the CFE Fund upon termination.

During the Grant Term and beyond as applicable, the Grantee under this Agreement agrees to:

- (a) Coordinate the overall implementation of the Program with respect to the Scope of Work and the Grantee Proposal.

The Grantee will oversee and direct the work of all partner organizations with respect to the Scope of Work and the Grantee Proposal, including its nonprofit, referral, integration and training partners and Vendor(s). In particular, the Grantee will monitor and manage any Vendor(s) to ensure proper implementation in conformance with the Scope of Work and will serve as the main point of contact with the Vendor. The Grantee and its Vendor(s), if any, will draft and sign an agreement that will memorialize this understanding and submit a timely, written copy of such sub-agreement to CFE Fund.

- (b) Adhere to the uses of the Grant detailed in the Request for Proposal.
 - (i) This Grant is made only for the purposes of implementing the Scope of Work pursuant to the Request for Proposal and this Agreement. Any Grant funds not expended or committed for these purposes within the Grant Term will be returned to the CFE Fund. Any prospective changes in the use of this Grant totaling over ten percent (10%) of any individual budget line must be submitted in writing to and approved in advance by the CFE Fund.
 - (ii) The Grantee will provide immediate written notification to the CFE Fund if significant changes or events occur during the Grant Term which could potentially impact the progress or outcome of the Grant, including, without limitation, changes in the Grantee's or any Vendor(s)' management personnel or lead staff member(s) responsible for implementing the Program, loss of funding or other extenuating circumstances which could affect the Grantee Budget or any Vendor(s)' budget. The CFE Fund, in its sole and absolute discretion, will determine if requests for budget modifications are warranted.
- (c) To the extent that any Vendor is a tax-exempt entity, to confirm the tax-exempt status of such Vendor at the time of each payment, and ensure that that each such Vendor is maintaining all authorizations, filings, exemptions, insurance, etc. required of a Vendor to perform its duties within and outside this Agreement.

The Grantee also agrees to provide immediately any correspondence from the Internal Revenue Service or other related agencies regarding the above.
- (d) Cooperate in the monitoring, evaluation, and reporting of work, as detailed in the Scope of Work and as set forth in Exhibit E ("Reporting").
- (e) Adhere to the CFE Fund financial compliance stipulations.
 - (i) The Grantee will maintain financial records to clearly account for the Grant funds from the CFE Fund and proper expenditures in furtherance of the Grant. The Grantee shall retain and maintain adequate records to substantiate such expenditures according to generally accepted accounting practices. The Grantee shall retain original substantiating documents related to the specific Grant expenditures and make these records available to the CFE Fund and Bloomberg Family Foundation ("Foundation") upon request.

- (ii) The CFE Fund reserves the right to audit the Grantee's financial and other records to ensure the proper utilization of its Grant funds. During, and at least three years following the end of the Grant Term, the Grantee must maintain records showing, separately from other accounts kept in its books and records, the receipt and expenditure of the CFE Fund Grant funds.
- (f) Adhere to the CFE Fund's marketing and communications guidelines.
 - (i) The Grantee agrees to adhere to the marketing and communication guidelines of the CFE Fund as set forth in Exhibit B (as it may be amended, modified, supplemented or otherwise revised), and any Grant-relevant CFE Fund partners, including the Foundation, as provided by the CFE Fund and as applicable.
 - (ii) Execution of this Grant agreement provides the CFE Fund and its institutional investors the right to disseminate any products, outcomes, or other information related to the Grantee's efforts in any media of its choosing. Whenever feasible, the CFE Fund will share these materials with the Grantee prior to publication and give appropriate credit to the Grantee as the provider of this information. The Grantee and its Vendor(s), if any, will be expected to cooperate in any public education or outreach effort undertaken in connection with this Grant, which may include other CFE Fund programs.
- (g) Adhere to the following prohibitions on the use of the Grant.

Under no circumstances will the Grantee or any other organization receiving the CFE Fund's Grant funds use these funds directly or indirectly for the following purposes or activities:

- (i) Make a Grant to an individual for travel, study or other similar purpose, as described in section 4945(d)(3) of the Code.
- (ii) Promote or engage in violence, terrorism, bigotry, or the destruction of any state, nor will it make sub-Grants to any entity that engages in these activities.
- (iii) Influence legislation, especially for the benefit of the CFE Fund or any of its affiliates or funders, including by publishing or distributing any statements, or any campaign in support of or opposition to any pending legislation.
- (iv) Any other purposes outside what is stated in the Request for Proposal without express written permission from the CFE Fund.

8. Compliance with Laws.

Grantee shall comply with, and shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program comply with, all local, state and federal laws (including common laws), ordinances, codes, rules and regulations regarding the Program and Grantee's obligations and performance under this Agreement. Grantee shall obtain and maintain, and shall ensure that any Vendors or sub-Vendors engaged by the Grantee in connection with the Program obtain and maintain, any and all permits, licenses, bonds, certificates and other similar approvals required in connection with this Agreement.

9. Indemnification.

- (a) The CFE Fund shall indemnify, defend, and hold harmless the Grantee, including Grantee staff, directors, trustees, employees, and agents, from any and all claims, demands, costs, judgments, or liabilities to which they may be subject because of any acts or omissions of the CFE Fund, its officers, directors or trustees, employees, agents, representatives, Vendors or sub-Vendors, or because of any negligence or fault of the CFE Fund, its officers, directors, trustees, employees, agents, representatives, Vendors or sub-Vendors. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (b) The Grantee shall indemnify, defend, and hold harmless the CFE Fund, including its staff, directors, trustees, employees, and agents, from any and all claims, demands, costs, judgments, or liabilities to which they may be subject because of any acts or omissions of the Grantee, its employees, agents, representatives, Vendors or sub-Vendors, or because of any negligence or fault of the Grantee, its employees, agents, representatives, Vendors and sub-Vendors. In addition, the Grantee shall ensure that all Vendors and sub-Vendors indemnify and hold harmless the CFE Fund, including its staff, officers, directors, trustees, employees, and agents from such claims. This obligation shall survive and continue beyond any termination or expiration of this Agreement.
- (c) Each of the parties hereto shall take all steps necessary to ensure that its staff, officers or trustees, employees, agents, representatives, vendors, and sub-Vendors are covered under all insurance policies necessary to effectuate the provisions of this Section.

10. Confidentiality.

All reports, information or data furnished to or to be prepared or assembled under this Agreement are to be held confidential, unless otherwise herein provided or subject to disclosure by law.

11. Intellectual Property.

All ownership, title, interest, and intellectual property rights of documents, templates, and other materials provided by the CFE Fund shall remain solely the CFE Fund's. Nothing in

this section or agreement is intended to, and shall not be construed to, transfer any property rights or any intellectual property rights to Grantee to materials developed by the CFE Fund. The Grantee may use the CFE Fund's intellectual property (i) for internal planning processes; (ii) in furtherance of the Scope of Work; and (iii) if otherwise expressly authorized by the CFE Fund. Any unauthorized disclosure of the CFE Fund's intellectual property without expressed authorization shall be considered a breach of this Agreement. The Grantee agrees that CFE Fund may reproduce, publish, or otherwise use the work product generated during the Grant term without any restriction whatsoever, including any requirement for approval from the Grantee. The Grantee agrees that CFE Fund may reproduce, publish, or otherwise use the work product generated during the Grant term without any restriction whatsoever, including any requirement for approval from either Grantee.

12. Non-Assignability.

The Grantee shall not assign, transfer, subcontract, convey or otherwise dispose of this Agreement or of its rights, obligations, responsibilities, or duties hereunder or under any Vendor Contract, either in whole or in part, without the prior written consent of the CFE Fund.

13. Compliance with Anti-Discrimination Rules.

In its use of Grant funds provided by the CFE Fund, and in the course of all development, marketing, and operation activities, the Grantee shall fully comply with all applicable federal, state, local (and any other governmental), anti-discrimination laws, executive orders, rules, and regulations.

14. Severability of Provisions.

Each provision of this Agreement shall be considered severable and if for any reason any provision or provisions herein are determined to be invalid, unenforceable, or illegal under any existing or future law, such invalidity, unenforceability, or illegality shall not impair the operation of or affect those portions of this Agreement which are valid, enforceable, and legal.

15. Entire Agreement.

This Agreement contains the entire understanding between the parties hereto with respect to the subject matter of this Agreement and replaces and supersedes all prior agreements and understandings of the parties. This Agreement may be amended or modified only by a writing executed by the parties hereto.

16. Binding Agreement.

Notwithstanding any other provision of this Agreement, the parties agree that this Agreement constitutes a legal, valid, and binding agreement of each party, and is enforceable against each party in accordance with its terms.

17. Governing Law.

THIS AGREEMENT SHALL BE GOVERNED BY AND CONSTRUED IN ACCORDANCE WITH THE LAWS OF THE STATE OF NEW YORK, WITHOUT GIVING EFFECT TO THE CONFLICT OF LAWS PROVISIONS THEREOF.

18. Submission to Jurisdiction; Service of Process.

- (a) EACH OF THE PARTIES HERETO HEREBY IRREVOCABLY AND UNCONDITIONALLY SUBMITS, FOR ITSELF AND ITS PROPERTY, TO THE NON-EXCLUSIVE JURISDICTION OF THE SUPREME COURT OF THE STATE OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK AND OF THE UNITED STATES DISTRICT COURT FOR THE SOUTHERN DISTRICT OF NEW YORK SITTING IN THE BOROUGH OF MANHATTAN IN THE CITY OF NEW YORK, AND ANY APPELLATE COURT FROM ANY THEREOF, IN ANY ACTION OR PROCEEDING ARISING OUT OF OR RELATING TO THIS AGREEMENT, AND HEREBY IRREVOCABLY AGREES THAT ALL CLAIMS IN RESPECT OF SUCH ACTION OR PROCEEDING MAY BE HEARD AND DETERMINED IN SUCH NEW YORK STATE OR FEDERAL COURT. THE PARTIES HERETO HEREBY IRREVOCABLY WAIVE ANY OBJECTION, INCLUDING ANY OBJECTION TO THE LAYING OF VENUE OR BASED ON THE GROUNDS OF FORUM NON CONVENIENS, THAT ANY OF THEM MAY NOW OR HEREAFTER HAVE TO THE BRINGING OF ANY SUCH ACTION OR PROCEEDING IN SUCH RESPECTIVE JURISDICTIONS. EACH PARTY TO THIS AGREEMENT AGREES THAT A FINAL JUDGMENT IN ANY ACTION OR PROCEEDING WILL BE CONCLUSIVE AND MAY BE ENFORCED IN OTHER JURISDICTIONS BY SUIT ON THE JUDGMENT OR IN ANY OTHER MANNER PROVIDED BY LAW.
- (b) EACH PARTY TO THIS AGREEMENT IRREVOCABLY CONSENTS TO THE SERVICE OF THE SUMMONS AND COMPLAINT AND ANY OTHER PROCESS IN ANY OTHER ACTION OR PROCEEDING RELATING TO THE TRANSACTIONS CONTEMPLATED HEREBY, ON BEHALF OF ITSELF OR ITS PROPERTY, BY PERSONAL DELIVERY OF COPIES OF SUCH PROCESS TO SUCH PARTY. NOTHING CONTAINED IN THIS SECTION WILL AFFECT THE RIGHT OF ANY PARTY TO SERVE PROCESS IN ANY OTHER MANNER PERMITTED BY LAW OR COMMENCE LEGAL PROCEEDINGS OR OTHERWISE PROCEED AGAINST ANY OTHER PARTY IN ANY OTHER JURISDICTION.

19. Waiver of Jury Trial.

EACH OF THE PARTIES HERETO HEREBY EXPRESSLY AND IRREVOCABLY RELEASES, WAIVES AND RELINQUISHES ANY AND ALL RIGHTS TO TRIAL BY JURY IN ANY CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR CAUSE OF ACTION IN WHICH ANY OF THEM ARE PARTIES, WHICH IN ANY WAY (DIRECTLY OR INDIRECTLY) ARISES OUT OF, RESULTS FROM OR RELATES TO ANY OF THE FOLLOWING, IN EACH CASE WHETHER NOW EXISTING OR HEREAFTER ARISING AND WHETHER BASED ON CONTRACT OR TORT OR ANY OTHER LEGAL BASIS: (I) THIS AGREEMENT; (II) ANY PAST, PRESENT OR FUTURE ACT, OMISSION, CONDUCT OR ACTIVITY WITH RESPECT TO THIS AGREEMENT; (III) ANY TRANSACTION, EVENT OR OCCURRENCE CONTEMPLATED BY THIS AGREEMENT; (IV) THE PERFORMANCE OF ANY OBLIGATION OR THE EXERCISE OF ANY RIGHT UNDER THIS AGREEMENT; AND (V) THE ENFORCEMENT OF THIS AGREEMENT. EACH OF THE PARTIES HERETO HEREBY FURTHER AGREES THAT THIS AGREEMENT CONSTITUTES ITS WRITTEN CONSENT THAT TRIAL BY JURY WILL BE WAIVED IN ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION AND AGREES THAT EACH OF THEM WILL HAVE THE RIGHT AT ANY TIME TO FILE THIS AGREEMENT WITH THE CLERK OR JUDGE OF ANY COURT IN WHICH ANY SUCH CLAIM, DEMAND, ACTION, SUIT, PROCEEDING OR OTHER CAUSE OF ACTION MAY BE PENDING AS WRITTEN CONSENT TO WAIVER OF TRIAL BY JURY.

20. Amendment.

The CFE Fund shall consider, but is not obligated to agree to, requests by the Grantee to amend the terms of this Agreement. Amendments to this Agreement shall be made only after (i) the CFE Fund has received written request from the Grantee stating the nature of the amendment request, and (ii) the CFE Fund has executed a written agreement describing the terms of the amendment.

21. Counterparts.

This Agreement may be executed in any number of counterparts, including by facsimile or other electronic means of communication, each of which shall be deemed an original of this Agreement and all of which together shall constitute one and the same instrument.

22. Notices.

Any notices required to be delivered hereunder shall be in writing and personally delivered, mailed or sent by electronic mail, telefacsimile or other similar form of rapid transmission, and shall be deemed to have been duly given upon receipt (a) at the respective party's address listed on Exhibit G ("Notices") or (b) at such other address as may be designated by written notice to the other party.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed by their respective officers as of the day and year first above written.

**CITIES FOR FINANCIAL EMPOWERMENT
FUND, INC.**

By: _____

Name: Jonathan Mintz

Title: President and Chief Executive Officer

Date: _____

CITY OF PUEBLO, COLORADO

By: _____

Name: Nicholas A. Gradisar

Title: Mayor

Date: _____

Request for Proposal & Grantee Proposal
(To Be Attached)

Scope of Work

Where there may be discrepancies, this Scope of Work supersedes both the Request for Proposal and the Grantee Proposal.

I. As part of the Financial Empowerment Center Implementation Grant, the Grantee will:

1. Implement the FEC initiative in accordance with the model requirements (Exhibit C) provided by the CFE Fund, including but not limited to, free one-on-one counseling, integration with a range of services, counselor training based on a set of training standards, data collection, and active partnership with the selected financial counseling provider(s) to manage the work. This financial counseling provider role either must be a nonprofit organization or a local government agency. The selected financial counseling provider(s) is hereafter referred to as the “Financial Counseling Provider”.

a. Meet benchmarks in Year 1 and Year 2 on average number of sessions per full-time counselor (as defined in Exhibit C) and average number of outcomes per full-time counselor (as defined in Exhibit I - CFE Fund Public Outcome Definitions and Calculations):

At a minimum, conduct an average of **480 sessions** per full-time counselor in Year 1 and an average of between **600-700 sessions** per full-time counselor in Year 2.

Achieve an average of **100-150 outcomes** per full-time counselor in Year 1 and an average of **200-250 outcomes** per full-time counselor in Year 2.

2. Identify a manager from the County (the “Local Government Manager”) who will monitor all FEC activities, including the following:

- a. Serve as the contact person between the Grantee and the CFE Fund for all program management activities with the expectation that the Local Government Manager will devote the necessary time to the FEC initiatives as needed, along with other required job functions if applicable.
- b. Supervise overall program implementation, and management; and support service delivery, including monitoring efforts and troubleshooting.
- c. Monitor the work of the Financial Counseling Provider(s), including but not limited to service delivery, counselor training and Code of Ethics adherence, reporting and progress towards target goals (number of sessions and outcomes).
- d. Coordinate all partnership development efforts to ensure FEC counselors are deployed effectively, including working closely with the Financial Counseling Provider(s) to identify, develop and maintain such partnerships, conduct outreach to initiate partnerships, and monitor progress.
- e. Participate in regular calls with the CFE Fund to review progress on goals, identify additional innovations and opportunities, and to make modifications to the program, as needed.
- f. Track progress and service delivery through the Financial Empowerment Center Boost Outcomes Tool database (“FECBOT”) for at least the Grant Term.
- g. Participate in all trainings, as required by the CFE Fund, including but not limited to the

initial counselor training, any continuing education sessions, and CFE-Fund hosted trainings.

- h. Participate in all learning community activities, including sharing accomplishments, best practices and lessons learned with the broader field. Such activities could include:
 - i) Attendance at national gatherings hosted by the CFE Fund.
 - ii) Participation in ad-hoc webinars or conference calls with other grantees and partners.
 - iii) Involvement in written communications about the work, which could include features on the CFE Fund website, newsletter, or written briefs.
- i. Coordinate fundraising and sustainability efforts, including identifying public and private funds for Year 2 to sustain the FEC, as well as exploring opportunities to further embed the work within the government.
 - i) Grantee will submit a Year 2 match funding proposal within nine months of the launch of the FEC.

3. Ensure that the Financial Counseling Provider(s) is delivering the service effectively and following the model requirements provided by the CFE Fund.

- a. Sign an agreement with the Financial Counseling Provider(s) that has a detailed scope of work including but not limited to requirements for staffing; counselor training; day-to-day operations; facilities; counselor deployment; use of the FECBOT and data security; partnership development; communications, and outcomes. The agreement with the Financial Counseling Provider(s) must remain active in order for the FEC to operate. If the initial agreement with the Financial Counseling Provider(s) is set to expire before the end of the Grant Term, it should be renewed by amendment or with a new agreement, assuming the Grantee intends to proceed with the Financial Counseling Provider(s). Once signed, the fully executed agreement with the Financial Counseling Provider(s), and any amendments or new agreements, must be shared with the CFE Fund. The Financial Counseling Provider(s) must be approved by the CFE Fund, with such approval not to be unreasonably withheld, conditioned, or delayed. Any changes to or at the selected Financial Counseling Provider(s) during the Grant Term, including but not limited to adding additional providers, termination of providers, and staffing changes, must be approved by the CFE Fund.
- b. Ensure that the Financial Counseling Provider(s) has identified a manager (the “FEC Manager”) to oversee the day-to-day operations and serve as the main contact for the Grantee and the CFE Fund.
- c. Support efforts to hire and train the financial counselors.
 - i) Confirm all FEC staff members are trained in accordance with the CFE Fund-approved training plan.
 - ii) Support continuing education efforts, including identifying opportunities for counselors to learn about existing and new government programs.
- d. Work closely with the Financial Counseling Provider on day-to-day operations, reporting needs, partnership development, counselor supervision and sustainability efforts.
- e. Ensure, with the Financial Counseling Provider, that no material changes to operations are made without the prior approval and consent of the Grantee including change in hours of operation, staffing, partnerships, and locations.
- f. Work with the Financial Counseling Provider to monitor and track the quality of the service delivered and address any program issues.
- g. Support and inform the Financial Counseling Provider to develop and implement an

effective deployment strategy for counselors based on County priorities, geographic needs, target population, partnership opportunities or other needs.

- h. Ensure that the FEC database is used for at least the duration of the grant for data collection and reporting; and that data security and client confidentiality protocols are in place.
- i. Ensure that the Financial Counseling Provider staff members attend all trainings, as required by the CFE Fund, including but not limited to the initial counselor training, database trainings, any continuing education sessions, and CFE Fund-hosted trainings, as well learning community activities.

4. Coordinate efforts, along with the Financial Counseling Provider(s), to identify, secure and manage programmatic partnerships.

- a. Launch the FEC with a minimum of eight partnerships with internal County agencies or external community organizations (each, a “Program Partner”), with the goal of referring clients to the FEC.
- b. On an ongoing basis, work to deepen partnerships to ensure an effective and efficient process for clients of the partner organizations to access FEC services. Common strategies for integration design include:
 - i) Defined Referral Process: Program Partner’s case manager directs client to an FEC counselor or the referral is embedded within the program.
 - ii) Co-Location: An FEC counselor serves clients on site with the Program Partner on a regular basis.
 - iii) FEC Participation Integrated Fully: FEC services have become a normal part of the client journey for the partner organization. The Program Partner has formalized incentives, or has made FEC counseling an eligible way to fulfill general program requirements with the goal of fully integrating FEC services into the partner organization’s client journey.
 - iv) Coordinated Case Management: The FEC and Program Partner meet or communicate regularly to discuss client progress, encourage client retention and multiple session attendance, and work collaboratively to ensure an effective referral process.
 - v) Regular Reporting: The FEC regularly shares information about program/client progress with the Program Partner.
 - vi) Data Sharing Agreement: The FEC and Program Partner have executed a data sharing agreement to govern how client information is shared.
 - vii) Supervitamin Study: The FEC and Program Partner have identified partner-specific areas improving among clients receiving FEC services. outcome metrics and goals that they believe may be positively impacted by the integration of FEC services and are actively monitoring if said metrics are improving among clients receiving FEC services.
- c. Once launched, continue to identify and secure new programmatic partnerships within a range of services and locations, including within local government programs, nonprofit services or private companies.
- d. Work with Financial Counseling Provider to assess partnerships, ensuring effectiveness and impact.

5. Adhere to the following CFE Fund marketing and communications guidelines.

- a. Acknowledgements by the Grantee relating to the Grant will be given to “the Cities for Financial Empowerment (CFE) Fund”.
- b. On any signage or communications pieces related to the FEC, the local government partner logo and financial counseling provider logo are always included with the FEC logo.
- c. Prior written approval of the CFE Fund is required before the Grantee, or any employees, servants, agents or independent Grantees may, at any time, before, during or after completion or termination of this Agreement, make any statement to the press, make a public announcement or issue any material for publication through any medium of communication bearing on the Grant, work performed or data collected under this Agreement.
- d. The Grantee agrees to provide details about all Grant-related marketing and communication materials and events to the CFE Fund reasonably in advance to jointly determine appropriate branding opportunities for the CFE Fund and any relevant CFE Fund partners, including the Foundation. Materials include but are not limited to websites, newsletters, media releases, public announcements, event invitations and programs. The Grantee will request permission from the CFE Fund before using or modifying the FEC Public and FEC logos and related branded materials.
- e. The CFE Fund will provide specific communication protocols, including the guidelines in Exhibit I (the “Financial Empowerment Center Branding Assets Template”). Grantee also shall provide to the CFE Fund final copies of all printed materials as part of the progress reports for the Program.
- f. The Grantee shall not make any statement or otherwise imply to donors, investors, media, or the general public that the Foundation directly funds the activities detailed in the Scope of Work.
- g. The Grantee and its Vendor(s) may not publicly announce the receipt of this Grant or its details until the CFE Fund and its institutional investors have made their official announcement or have otherwise given permission in writing.

II. FECBOT Database and Experian Connectivity

1. For the term of the Agreement, the Grantee will use the CFE Fund’s FEC database, FECBOT. The Grantee must obtain prior written approval from the CFE Fund before anyone at the FEC will be granted access to the FECBOT Database. The CFE Fund will provide licenses for FEC program-essential personnel, such as the Financial Counselors, the FEC Manager, and the Local Government Manager (each, a “User”). However, all non-essential Users are subject to licensing fees and reasonably related management costs.
2. The Grantee will ensure that the Financial Counseling Provider(s) maintains rigorous client confidentiality when using FECBOT and Experian, and follows data collection protocols to ensure client confidentiality:
 - a. Maintain the confidentiality of all written and electronic client information and data; as well as the configuration of FECBOT and terms and prices of the Experian credit reports.
 - b. Ensure that computer equipment, the FECBOT database, and any other data collection tools will not be used by anyone other than Financial Empowerment Center-trained and approved Financial Counselors, Local Government Manager, FEC Manager, and a limited

number of support staff; and will not be used outside of the parameters of the Financial Empowerment Centers or Grantee's other office locations. Any staff member who is authorized to access FECBOT will be required to sign the FECBOT User Agreement (see Exhibit J – "Sample FECBOT User Agreement") and provide a copy to the CFE Fund's FECBOT Administrator.

- c. Keep all data within a secure limited-access network, maintained by FECBOT through Salesforce; and through Experian. Client data should not be downloaded to hard drives of individual computers or to portable storage devices.
- d. Ensure each client understands and signs a Client Service Agreement form approved by the CFE Fund. Grantee must ensure that client data is only shared with the consent of the individual client, following the stipulations in the Client Service Agreement.
- e. Ensure that all paper documents with personally identifiable information will be stored in locked file cabinets with access limited to Financial Empowerment Center staff. Financial counseling records, including sensitive financial information must be kept in a locked drawer/cabinet separate from other Grantee client information. Any old, duplicative, or unnecessary documents containing personally identifiable information shall be shredded using a cross-cut paper shredder. Personally identifiable information includes, but is not limited to, social security numbers, full names, telephone numbers, addresses, email addresses, dates of birth, and financial account numbers.
- f. Use standard database security practices when accessing FECBOT and the Experian portal, which include: using strong passwords (combinations of letters, numbers, and special characters) to limit access; changing passwords at least quarterly; and not sharing passwords with other employees or by storing passwords where others may access them.
- g. Limit the ability of non-Financial Empowerment Center staff members to view data by locking, turning off or logging out of computer systems when not in use. This shall include setting security systems to automatically lock with a screen saver at frequent intervals, not more than ten minutes.
- h. Protect computers and other network devices that can be used to access Client data with anti-virus and anti-spyware malware protection software, a firewall, and timely installation of Windows "patches."

III. License

1. Subject to compliance with all terms and conditions of this Agreement, the CFE Fund hereby provides the Grantee a non-exclusive and non-transferrable license to all City of Pueblo data stored in the FECBOT database during the Term of this Agreement. The Grantee may only use this data for City of Pueblo Financial Empowerment Center program purposes, as permitted in Exhibit J (the "FECBOT User Agreement"), and in accordance with instructions from the CFE Fund.
2. The Grantee acknowledges that CFE Fund owns all right, title, and interest in FECBOT, including all intellectual property rights and FECBOT data. Grantee further acknowledges that the CFE Fund has dedicated substantial resources to build, administer, and manage the FECBOT database and it is the sole intellectual property of the CFE Fund. If the Grantee violates the terms of this Agreement, including not effectively administering the terms and conditions in the FECBOT User Agreement, the CFE Fund may, in its discretion, provide Grantee a reasonable opportunity to cure or remedy the violation. Absent acceptable cure, the

CFE Fund may terminate this License with reasonable notice to Grantee.

IV. Intellectual Property

1. The Grantee, and the Financial Counseling Provider(s), recognizes that any and all materials, including but not limited to training manuals and templates and FECBOT, provided by the CFE Fund to the Grantee, and its Financial Counseling Provider(s), are the exclusive property of the CFE Fund.
2. The Grantee, and its Financial Counseling Provider(s), will not use, transmit, display or publish, or otherwise license such materials without the CFE Fund's prior written consent.

Financial Empowerment Center Model **(the “Model”)**

Please note that this provides a broad overview of the model. During the course of engagement, the CFE Fund team will be providing further details on all components of the model.

Model:

- One-on-one financial counseling from trained professionals
- Offered by local government, often as delivered through nonprofit organization partners, as a free public service
- Data systematically tracked, including defined client outcomes
- Counseling connected to a range of local government and nonprofit service delivery systems
- Prioritizes sustainability efforts to become a sustained, publicly-funded service

Operations:

- Program implementation and management is led and overseen by the local government
- Service provision is conducted by one or more qualified nonprofit partners or local government agencies
- Counselors conduct financial triage with clients to determine the nature of their financial situation, set goals, and establish a specific plan of action with each client focused in four primary areas: banking, savings, debt, and credit
- Client retention, critical to outcome achievement, is prioritized
- All counselors must take and pass a CFE Fund-approved training (based on CFE Fund standards)

The Financial Counseling Session

As defined for the Model, one-on-one financial counseling and coaching represents a mix of goal setting and light case management in a direct service provision role, as well as deep technical knowledge of financial issues and the ability to advise people on their financial and personal goals in the areas of banking, savings, debt, and credit. One-on-one counseling, either in person or remotely, is conducted or tracked with the goal of clients achieving meaningful, defined financial outcomes. A financial counseling session is a confidential, private meeting between an FEC counselor and individual (or household) lasting a minimum of 30 minutes. Sessions are typically in person, but remote (i.e. phone, video) sessions are also permitted as follow-up sessions given they meet the 30-minute requirement.

The initial counseling session consists of a comprehensive financial health assessment, where counselors conduct triage to determine the full nature of the client’s financial situation, support the client in setting goals, and establish a specific client-led action plan to manage their finances, pay down debt, increase savings, establish and build credit, and access safe and affordable mainstream banking products. Retention, or returning for more than one session, is critical; clients are more likely to achieve outcomes if they participate in multiple counseling sessions. Throughout the

process, counselors advise clients, and track progress towards outcomes aimed at enhancing financial stability.

Partnership Structure

The Model is a partnership between local government and community based organizations, with critical and distinct roles for each partner.

Local Government (city or county) plays a central role of directing and coordinating the initiative on the ground. The local government partner ensures quality and consistency of service delivery by establishing protocols for monitoring and evaluation, using public channels for marketing and promotion of services, and supporting integration of service delivery within other public programs and local government access points.

Financial Counseling Providers recruit, hire and supervise the FEC counselors. They are responsible for all data collection and regular reporting to the local government and the CFE Fund. They support public marketing efforts by participating in outreach events and presentations. In addition, nonprofit providers establish and maintain relationships with other community partners hosting counselors, referral partners, and other outreach and community efforts. This provider role can also be fulfilled by a local government agency.

Local and National Counselor Training Partners deliver financial counseling training instruction based on the training standards provided by the CFE Fund, focusing on financial content, counseling and coaching skills, and cultural awareness. Partners can deliver this training in a variety of formats, including at a local college, through self-paced webinars, and/or with program managers or national training providers teaching the curriculum. Prior to working with their own clients, counselors must pass an exam that evaluates their command of training material and succeed at a period of mentored, experiential training (such as role-playing, shadowing, and observation). In addition, local government and counseling provider managers coordinate continuing education opportunities as the program evolves in order to further counselors' professional development and understanding of new issues facing those with low incomes.

Programmatic Partners are crucial to integrating the FEC services into the service streams of local government and nonprofit agencies, especially those serving people with low and moderate incomes. At their best, these partnerships deeply embed financial counseling and coaching into local government and nonprofit programs and advance those programs' goals. Potential complementary program linkages could include homeownership assistance, homeless prevention, foreclosure prevention, workforce development, asset building, financial access, domestic violence prevention, or other social services.

Philanthropic Partners play a key role in both the launch of the FEC and subsequent enhancement opportunities. At the start of the implementation phase, localities secure funding from local and/or national funders to partially match the CFE Fund's investment to launch the FEC. Funder engagement in the FEC stems from a range of interests, including geographic footprints, programmatic priorities, innovation opportunities, and issue-based giving. Once the FEC has launched, funders offer opportunities to enhance the Model with targeted pilots, while

also providing support to complement the public funding.

Data Collection and Reporting

Data collection and reporting are essential to the success of the Model, used to improve service delivery, track required outcomes, and further budgetary and political sustainability efforts. FEC initiative Grantees will be required to use FECBOT throughout the grant period and participate in all national data collection, tracking, and evaluation activities. Grantees have access to all local data collected and are able to create customized reports.

Learning Community

The CFE Fund operates a national learning community of local government partners engaged in FEC development and implementation.

Grantee Budget

The CFE Fund will provide an Implementation Grant of \$150,000 in Year 1 to support the City of Pueblo's Financial Empowerment Center, in line with the following budget, and up to \$100,000 in Year 2. Year 2 budget to be submitted in the Year 2 match funds proposal.

Wages/Salaries					
Program Manager	partnerships, evaluation, funding, events, marketing	0.50	\$56,000		\$28,000
Provider Manager	Train and supervise counselors; data management	1.00	\$50,000	\$50,000	
Financial Counselors	Provide direct services; \$20/hour, 38/hrs/wk	2.00	\$41,600	\$83,200	
Program Assistant	Support services; \$18/hour	0.50	\$37,440	\$18,720	
Government Org.	Direct support from Chief of Staff and PDO				\$30,000
Provider Org.	Direct support from United Way CEO and COO				\$10,000
Fringe					
Program Manager			0.28		\$7,840
Provider Manager			0.28	\$14,000	
Financial Counselors			0.28	\$23,296	
Program Assistant			0.18	\$3,370	
Marketing & Outreach					
Advertising	monthly rate for social media platforms	12	\$500	\$6,000	\$2,500
Print collateral	per page cost of fliers, brochures, etc	15,000	\$0.50	\$7,500	
TV ads	advertising, Government Access Channel				\$4,000
Print Ads	coverage/story, Chamber newsletters				\$4,000
Radio Ads	advertising, PSAs, podcasts				\$4,000
Branding & Signage	per site for office hours/event, and pop-ups	10	\$500	\$5,000	
Training & Continuing Education (accounts for staff+1 for turnover)					
FEC Certification	core training provided by approved vendor	4.00	\$3,100	\$12,400	
Training	Ongoing training/continuing education	4.00	\$1,000	\$4,000	\$4,000
Travel	Mileage (sessions, meetings, host sites, training)	12,250	\$0.585	\$7,166	
Equipment/Supplies					
Computers	Laptop, from Dell w/ NPO discount	4.00	\$2,500	\$10,000	
Software	MicroSoft Office Suite 365 and antivirus	4.00	\$600	\$2,400	
Mobile Hotspots	Internet for accessible community locations	3.00	\$720	\$2,160	
Cost of Occupancy	desk, office space, utilities, Internet, supplies	4.00	\$525		\$2,100
Office Supplies	Office supplies	4.00	\$500		\$2,000
Space/Occupancy Costs					
Rent	Monthly cost for counselors' co-location*	4	\$500		\$2,000
Phone	Phone allowance for 5 FEC staff/12 months + VOIP	4	\$600	\$2,400	
Internet	monthly Internet access in each office	4	\$450		\$1,800
Program Supplies					
Credit Checks	Credit pulls for clients	741	\$7	\$5,187	
Incentives	Milestone achievement incentive	50	\$100	\$5,000	
Gift Cards	Participant stipends (gift card)	150	\$25	\$3,750	
Expenses Year 1 Subtotal				\$265,549	
Indirect Costs (15% of total)				\$39,832	
Total Expenses				\$305,381	\$102,240

Reporting

The Grantee is responsible for reports using the CFE Fund's online grant portal which can be accessed through this link: <https://www.grantinterface.com/Home/Logon?urlkey=CitiesFE>. The grant portal will remind grantees of submission dates in advance:

<u>Reports</u>	<u>Due Date*</u>
Narrative Report and Client Snapshot	October 15, 2023
Year 2 Match Funds Proposal	January 15, 2024
Narrative Report and Client Snapshot	April 15, 2024
Narrative Report and Client Snapshot	October 15, 2024
Narrative Report and Client Snapshot	April 15, 2025

*pending adjustments based on actual FEC launch date

- **Narrative Report**

This report should be completed jointly by the Grantee and the Financial Counseling Provider and address performance, operations, partnerships, staffing and professional development, fundraising and sustainability, budget, and next steps.

- **Client Snapshot**

Using the Client Snapshot Template provided by the CFE Fund ([Exhibit F](#)), this report from the Financial Counseling Provider should contain 3-5 client stories that share their experience and success at the FEC, and a high-resolution photo (photo submitted separately from the grants portal).

Client Snapshot Template

Please include (3-5) stories that illustrate the impact the Financial Empowerment Center has had on an individual. These stories should **include a high resolution photo (ideally from a professional photographer, if possible*)** and should be about a client – counselors should use the **below questions** to interview clients. This completed form, for each client, should be submitted as part of your semi-annual narrative report. (1-2 sentences minimum per question)

For any questions about this Client Snapshot requirement, please contact Sarah Momen at smomen@cfefund.org.

**FEC Implementation cities can use funding from their marketing budget for photography*

----- all fields are required -----

Name (i.e. Jane):

Email address (of client):

FEC County and Location:

- 1. Why did you come to the Financial Empowerment Center?**
(What circumstances were you struggling with that led you to the FEC?)

- 2. What financial achievements have you made since coming to the FEC?**
(reduced debt, improve credit, build savings, more than one, etc.)

- 3. Why and how has the FEC made a difference in your financial future and overall life?**
What has working with a Financial Counselor done to help you, your family, etc.?
What would you say to a friend or family member who was curious about how the FEC could help them?

- 4. Do you plan to continue working with your financial counselor to achieve specific goals? What goals? How can the FEC help you achieve these goals?**

By submitting this information, you give the Cities for Financial Empowerment Fund permission to share your story, photo, and first name on their website, fecpublic.org, and in other marketing materials or partner materials that promote the Financial Empowerment Center initiative.

Notices

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Year 2 Secured Match Funds Template

Grantee will be required to submit the Year 2 match funds proposal within nine months of the launch of the FEC.

The proposal will cover the following:

- Funding source name
- Dollar amount
- Funding term (start date, end date)
- Whether the funding is in-hand or committed
- Whether funding will be held by the local government or a fiscal sponsor
- Letter from each funding source confirming grant award to support the FEC. If committed, include the estimated date the funding will be in-hand.

Financial Empowerment Center Branding Assets Template

(To Be Attached)



Financial Empowerment Center

Financial Empowerment Center Branding Assets

PLEASE
NOTE:

The local government partner logo and nonprofit logo should always be included with the FEC logo.

Neutral Usage:

This version of the logo does not include a tagline and is used for the most basic settings or instances.



Tagline Usage:

This version of the logo uses a tagline to help communicate more about the Financial Empowerment Center within the graphic itself.



2-Color:

This version of the logo does not use the gradient treatment within the graphic. This is helpful for 2-color print jobs or when using printers that do not have the quality output for gradation in color.



Black and White:

This version of the logo is for use when only black and white are available.



White on Color:

This version of the logo should be used if the background is solid in color, and at a mid to dark shade.



For lighter background shades it is best to use the color logo, or the Black and White version above. In general, this is the least preferable treatment of the logo.



For lighter background shades it is best to use the color logo, or the Black and White version above. In general, this is the least preferable treatment of the logo.



Financial Empowerment Center Branding Colors:

These two colors should be used as the primary colors for materials.

Dark Green
R 45 / G 110 / B 35
C 82 / M 33 / Y 100 / K 23

Light Green
R 150 / G 200 / B 50
C 47 / M 0 / Y 100 / K 0

Gradient Colors:

These four colors are transitional stops for the Neutral Usage full color logo and are acceptable in materials as additions to the palette.

Deep Green
R 30 / G 75 / B 15
C 80 / M 44 / Y 100 / K 47

Dark Green
R 45 / G 110 / B 35
C 82 / M 33 / Y 100 / K 23

Transitional Green
R 93 / G 169 / B 30
C 68 / M 10 / Y 100 / K 1

Vibrant Green
R 210 / G 236 / B 35
C 22 / M 0 / Y 87 / K 0

Helvetica Neue:

This is the typeface used for FEC materials.

Lorem ipsum dolor sit amet, consectetur adipiscing elit, sed do eiusmod tempor incididunt ut labore et dolore magna aliqua. Ut enim ad minim veniam, quis nostrud exercitation ullamco laboris nisi ut aliquip ex ea commodo consequat. Duis aute irure dolor in reprehenderit in voluptate velit esse cillum dolore eu fugiat nulla pariatur. Excepteur sint occaecat cupidatat non proident, sunt in culpa qui officia deserunt mollit anim id est laborum.

CFE Fund Public Outcome Definitions and Calculations

(To Be Attached)



FEC Public Outcome Definitions and Calculations

Outcome Documentation and Verification

As a public service, Financial Empowerment Centers must hold themselves to the highest standards of accountability. A key way the FEC does this is by requiring that all FEC outcomes are documented and verified. The official or client-signed documentation must be uploaded or recorded in FECBOT as part of the client's record and should be readily accessible in cases of a formal audit. The local FEC management team should develop verification protocols to confirm that all outcomes claimed can be substantiated. Documentation can include scanned paper documents, electronic communications, mobile screenshots, or a declaration signed by the client

BANKING

Banking Outcome: Open a safe and affordable banking account

Definition

A client opens a safe and affordable account.

Philosophy

Banking access is critical to individual and community financial security.

Outcome Achievement

- The outcome is achieved once per account opened by and for the client.
- Up to two outcomes can be achieved per session, one for savings and one for checking and up to three outcomes over the course of the client's FEC engagement.
- A safe and affordable account is determined by each local FEC management team, following guidance from CFE Fund and the Bank On National Account Standards.
- Transaction and savings accounts are eligible.
- Clients are eligible to achieve this outcome regardless of their initial or current banking status.

Calculation

This outcome is achieved every time a counselor indicates, "Yes" for a maximum of 3 outcomes.

Eligible Documentation

- Statement of account with client's name & account terms and conditions; OR
- Official confirmation of account opening from financial institution; OR
- Declaration signed by client

Open a safe and affordable banking account - Example scenarios:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Total Outcomes Achieved
A	• Has opened new safe and affordable checking account?	No	Yes	YES – 2 outcomes are achieved. The client is eligible for one additional outcome at a later date if a third account is opened.
	• Has opened new safe and affordable savings account?	No	Yes	
B	• Has opened new safe and affordable checking account?	No	No	No – Client did not open any new accounts.
	• Has opened new safe and affordable savings account?	No	No	

Banking Outcome: Use banking account actively

Definition

A client begins using a banking account in two or more of the following ways and maintains active use of the account over the course of multiple sessions.

- Eligible Account Uses:
 - Making debit transactions
 - Using direct deposit
 - Making deposits (any non-ACH (check or cash) deposit
 - Using online or automatic bill pay
 - Making withdrawals (ATM, teller withdrawal, transfer to another account)
 - Using bank issued money order or cashier's check
 - Making peer-to-peer transactions (inflow and outflow)

Philosophy

Fostering active use of the banking account furthers a client's ability to manage finances.

Outcome Achievement

- Can be achieved once over the course of the client's FEC engagement.
- Clients are eligible for the outcome who have never used the account or has only used it in one of the listed ways.
- The outcome is achieved when the client uses an account in two or more ways, for at least two follow-up sessions. The sessions do not need to be consecutive, and the ways the client used the account do not need to be the same. Accordingly, only clients who attend three or more sessions can achieve this outcome.
 - Initial Session: To determine eligibility and set a baseline for the outcome counselors should ask at the whether the client has used their account(s) in the listed ways in the last month. If they already are using their account(s) in two or more ways, they are ineligible for achieving this outcome.
 - Follow-up sessions: Counselors should ask whether the client has used their account in listed ways since the most recent session. If the client has used the account in two or more of the

listed ways, he/she will achieve only one outcome, regardless of the number of new account uses registered.

Calculation

If counselor answers, “No” to “Is the client actively using their banking account(s)?” when the initial banking assessment is taken, then answers “Yes” to that assessment question (regardless of number of uses registered) in two subsequent sessions.

Eligible Documentation

Documentation from financial institution demonstrating:

- debit transactions
- direct deposit
- deposits (any non-ACH (check or cash) deposit
- online or automatic bill pay
- withdrawals (ATM, teller withdrawal, transfer to another account)
- bank issued money order or cashier’s check
- peer-to-peer transactions (inflow and outflow); OR
- Merchant receipt or proof of payment demonstrating one of the above payment methods; OR
- Screen shot of financial institution app demonstrating one of the above uses; OR
- Declaration signed by client

Use banking account actively – Example scenarios:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcome Achieved
A	Is the client actively using their banking account(s)?	Yes – client says they have done two or more of listed uses in the past month	N/A	N/A	N/A	Ineligible
B	Is the client actively using their banking account(s)?	No – Client only made a withdrawal in the past month (1 use)	Yes – client says they’ve made a withdrawal and a deposit since last session (2 uses)	No – Client only made a withdrawal (1 use)	Yes – Client says they’ve made a debit transaction, made a withdrawal and received a direct deposit (3 uses)	YES – 1 outcome achieved (no additional outcomes possible)
C	Is the client actively using their banking account(s)?	No – Client doesn’t have account	No – Client just opened up account, but plans to set up direct deposit (0 uses since last session)	Yes – Client received a direct deposit, made a withdrawal, and made a debit transaction (3 uses)	Yes – Client received a direct deposit and made a deposit (2 uses)	Yes – 1 outcome achieved (no additional outcomes possible)

CREDIT

Credit Outcome: Establish a credit score

Definition

A client, who originally had no credit score, now has a credit score.

Philosophy

Credit history and score are key indicators of a person's financial life and used by a diverse range of actors to make financial decisions about a person.

Outcome Achievement

- This outcome can be achieved once over the course of the client's FEC engagement.
- Clients are eligible if they have a '0' credit score: are unscored (9003 or 9002 code) or are credit invisible (no record found) on the Experian credit report that is pulled into FECBOT

The outcome is achieved when the credit report score changes to being between 300 and 850.

Calculation

Comparing client's baseline credit score (0, unscored or no record found)) to most recent score in 300-850 range.

Eligible Documentation

Two or more Experian credit reports in FECBOT demonstrating change in status.

Establish a credit score – Example scenarios:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Total Outcome Achieved
A	Current FICO Credit Score	0	300 – 850 range	Yes – 1 outcome achieved (no additional outcomes possible, client will now work towards increasing their credit score)
B	Current FICO Credit Score	0	0	No – Client remains unscored/credit invisible

Credit Outcome: Increase credit score by at least 35 points

Definition

A client's credit score increases by at least 35 points.

Philosophy

Higher credit scores allow for better terms and conditions for a range of services; and cheaper ways to borrow money.

Outcome Achievement

- This outcome can be achieved multiple times per session and over the course of a client's FEC engagement (e.g. 70 points counts as two outcomes).
- Clients with score between 300 and 850 are eligible for this outcome.

Calculation

This outcome is calculated by comparing a client's baseline credit score value to their most recent. The baseline credit score is updated every time the outcome is achieved (the new baseline is the new score that is 35+ points higher than the old baseline). The baseline can also be updated if the client's credit score decreases (e.g. they only have to increase it 35 points from the more recent, lower value).

Eligible Documentation

Two or more Experian credit reports in FECBOT demonstrating change in score.

Increase credit score by at least 35 points – Example scenarios:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Session 5	Total Outcome Achieved
A	Current FICO Credit Score	550	550	600			Yes – 1 outcome achieved
B	Current FICO Credit Score	520	510 – baseline reset to lower value	550 – 1 outcome, positive increase of 40 points	555 – no outcome, baseline remains 550,	600 – 1 outcome achieved, positive increase of 50 points, baseline is updated to 600	Yes – 2 outcomes achieved
C	Current FICO Credit Score	620	635	640	700 – 2 outcomes, positive increase of 80 points, baseline is updated to 700		Yes – 2 outcomes achieved
D	Current FICO Score	600	550 – baseline reset to lower value	570			No – client would need to increase to 585+ in future session to achieve 1 outcome)

DEBT

Debt Outcome: Decrease non-mortgage debt by at least 10%

Definition

A client's non-mortgage debt decreases by at least 10%.

Philosophy

Although some debt represents a productive investment in assets, reducing non-mortgage debt can make resources available for saving or spending to improve quality of life; it can also lead to a higher credit score.

Outcome Achievement

- This outcome can be achieved once per session, if the percentage drop is at least 10%.
- This outcome can be achieved multiple times over a client's FEC engagement.
- Clients whose credit reports show debt, and those who report other debt, are eligible for this outcome.

Calculation

The outcome is calculated by comparing a client's baseline total non-mortgage debt value (sum of client's revolving balance and non-mortgage installment balance reported on the credit report in FECBOT plus "other debt" reported by the client and manually entered into FECBOT), to their most recent total value. The baseline value is updated every time the outcome is achieved (new baseline is the lower value that is less than or equal to 90% of the previous baseline) or when the total debt value increases.

Eligible Documentation

- Credit pull demonstrating debt reduction; OR
- Letter from creditor or debt collector demonstrating debt reduction; OR
- Declaration signed by client

Decrease non-mortgage debt by at least 10% - Example scenarios:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Session 5	Total Outcome Achieved
A	• Credit Report Non-Mortgage Debt:	\$5,000	\$4,700	\$4,225			Yes, 1 outcome achieved, reduction of 15.5%
	• Other Debt:	\$0	\$0	\$0			
	• Total Nonmortgage Debt:	\$5,000	\$4,700	\$4,225			

Decrease non-mortgage debt by at least 10% - Example scenarios continued:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Session 5	Total Outcome Achieved
B	- Credit Report Non-Mortgage Debt: - Other Debt: Total Nonmortgage Debt:	\$9,000 \$1,200 \$10,200	\$9,500 \$1,200 \$10,700 *baseline updated to higher value	\$9,300 \$0 \$9,300			Yes – 1 outcome achieved, reduction of 13.1%
C	- Credit Report Non-Mortgage Debt: - Other Debt: Total Nonmortgage Debt:	\$500 \$0 \$500	\$250 – 1 outcome achieved (50 % reduction), baseline reset to lower value	\$200 – 1 outcome achieved (20% reduction), baseline reset to lower value	\$5,000 – baseline reset to higher value	\$4,800	Yes – 2 outcomes achieved, would need to decrease by another \$300 to claim 3 rd outcome

Debt Outcome: Reduce the number of delinquent accounts**Definition**

A client has at least one fewer delinquent (past due) accounts on their credit report.

Philosophy

On time bill payment is the most important part of the credit score algorithm.

Outcome Achievement

- This outcome can be achieved multiple times per session (once per account brought current) and over a client's engagement.
- Only clients with delinquent accounts are eligible.

Calculation

This outcome is calculated by comparing a client's baseline number of delinquent accounts reported on their credit report in FECBOT to their most recent value. The baseline value is updated every time the credit report is pulled if the number of delinquent accounts is higher.

Eligible Documentation

Two or more Experian credit reports pulled directly into FECBOT demonstrating reduction in delinquent accounts.

Reduce number of delinquent accounts - Example scenarios:

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
A	Number of Delinquent Accounts	5 accounts	5 accounts	3 accounts– 2 outcomes achieved, baseline updated to 3	4 accounts, baseline updated to 4	2 outcomes achieved
B	Number of Delinquent Accounts	0	0	1	0 – 1 outcome achieved	1 outcome achieved

SAVINGS

Savings Outcome: Set aside at least one week’s worth of income for the future***Definition***

A client increases their total monetary savings by an amount equal to at least one week’s worth of their income.

Philosophy

Small amounts of savings can mitigate income volatility and unexpected expenses, which can lead to financial instability.

Outcome Achievement

- This outcome can be achieved once per session, and multiple times over a client’s FEC engagement.
- All clients are eligible for this outcome.
- To achieve this outcome, counselors must enter all income sources and current savings (not being used in the coming month) in FECBOT’s Money Tracker. These values must be updated in the Money Tracker every session when savings is discussed.

Calculation

This outcome is calculated by comparing a client’s baseline “Total Savings” value (sum of savings values) to their most recent total value. The baseline is set when they complete their first savings assessment, and updated every time the outcome is achieved or their income increases or decreases. The client’s monthly income (post-tax) recorded at a prior session will be used to calculate the income portion of the outcome (changes to income recorded at the current session would not impact an outcome that could be otherwise achieved). One week’s worth of income is calculated by multiplying the monthly dollar amount by 12 (months) then dividing by 52 (weeks).

Eligible Documentation

- Statement of account with client’s name (if a formal location); OR
- Financial institution-based account balance information; OR
- Letter signed by entity or individual holding funds; OR
- Declaration signed by client

Set aside at least one week's worth of income for the future – *Example scenarios:*

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
A	- Current Amount of Total Savings - Monthly Income	\$1,000 current savings \$2,000 month (\$461.54/week)	1,000 current savings \$2,000 month	\$1500 current savings (\$500 saved) \$2,500 month (\$576.92/week)		1 outcome achieved (based on most recent monthly income as reported at Session 2)
B	- Current Amount of Total Savings - Monthly Income	\$500 current savings \$1,500 month (\$346.15/week)	\$0 current savings \$1,500 month	\$150 current savings (\$150 saved) \$1,500	\$2,000 current savings (\$1850 saved) \$1,500 *1 outcome achieved, despite 5x increase	1 outcome achieved

Savings Outcome: Adopt new savings behaviors

Definition

A client reports using any one or more of several research-based savings behaviors or strategies over multiple sessions.

Philosophy

Adoption of positive behaviors (aka strategies) may be more indicative of long-term financial stability than a snapshot of savings balances.

Outcome Achievement

Behavior	Examples (counselors may use other examples as well)
Spend Less	Reduce Spending: buy less expensive things Avoid Spending: don't buy things you want Follow a budget or rules about how much to spend or save
Set Aside Bigger Amounts of Money	Set aside change or a percent of each purchase Set aside windfalls or spikes in income
Make More Money to Set Aside	Sell something you own and set aside the money Earn more (work more hours, take another job) and set aside the money Move money to higher interest accounts
Set Aside Money More Frequently	Make more deposits Get reminders to move money into savings from an app or a person
Convert Cash to Assets So it Can't be Spent	Pay in advance or buy in bulk Buy something to sell later Lend money to someone who will pay it back later Increase withholding to get a bigger tax return
Mentally Separate Spending Money from Money Set Aside for the Future	Keep funds in one place but tell yourself that certain amounts are for spending versus saving
Physically Separate Spending Money from Money Set Aside for the Future	Put cash at home in different places for spending versus saving (envelopes, jars etc.) Use separate checking and savings accounts Use multiple savings accounts for different goals or timeframes
Set Aside Money Automatically	Use direct deposit Split direct deposit or tax refund into savings and checking Use automatic transfers into savings Use an app that automatically moves money into savings
<i>Note: Opening a bank account is critical to savings and could be considered a 10th good savings behavior. It is not included here because of the way the FEC data system is set up.</i>	

- This outcome can be achieved only once per session, regardless of how many behaviors were adopted at that session, but multiple times over a client's FEC engagement if they continue to adopt more behaviors.
- Clients are eligible for this outcome if there is at least one behavior which they were not using when their initial savings assessment was completed.
- Only clients who attend three or more sessions can achieve this outcome.
- To achieve this outcome, counselors must discuss all eight savings strategies during the initial savings session, and enter whether the client used any of the behaviors in the last month. At each follow-up session, counselors should ask whether the client has started any of previously unused strategies and enter their responses.

Calculation

The outcome is achieved when: (a) Client was not currently engaged in a given savings behavior when their initial savings assessment was completed “No”; (b) Client started the behavior while in counseling “Yes”; and (c) The new behavior is recorded at any two subsequent (not necessarily consecutive) counseling sessions.

Eligible Documentation

To demonstrate that a behavior has been adopted at least two forms of documentation must be provided (one per occurrence)

- Credible documentation demonstrating behavior; OR
- Declaration signed by client

Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Outcomes Achieved
1. Spend Less	1. No	1. Yes	1. Yes	1. Yes	2 outcomes achieved
2. Set aside bigger amounts of money	2. No	2. Yes	2. No	2. Yes	
3. Make more money to set aside	3. No	3. No	3. No	3. No	
4. Set aside money for frequently	4. No	4. No	4. No	4. No	
5. Convert cash to assets so it can't be spent	5. No	5. No	5. No	5. No	
6. Mentally separate spending-money from money to set aside for the future	6. No	6. Yes.	6. Yes	6. Yes	
7. Physically separate spending-money from money set aside for the future	7. Yes	7. Yes	7. Yes	7. Yes	
8. Set aside money automatically	8. Yes	8. Yes	8. Yes	8. No	
9. Other	9. No	9. No	9. No	9. No	
	*Because they are already “physically separating” and “setting aside money automatically” these two are ineligible to count towards future outcomes		*1 outcome achieved, two new behaviors adopted (Spending Less & Mentally separating)	*1 outcome achieved, 1 new behavior adopted (set aside bigger amounts of money)	

***Savings Outcome**¹ Savings Goal(s): Set a savings goal, save goal amount, and use savings towards goal purpose

Definition

A client sets a savings goal (including how much they want to save, what they are saving for, and when they want to have saved it), and either reaches goal dollar amount or uses the savings towards the goal purpose.

¹ Not a contract outcome

Philosophy

Setting savings goals serves as a "commitment device or contract" that helps clients succeed at saving.

Outcome Achievement

- All clients are eligible for these achievements.
- These achievements can be reached multiple times per session and over the course of a client's FEC engagement.
- Counselors should understand why clients want to save and encourage them to set specific, attainable target amounts and dates. Specificity and accountability help motivate people to save. Typical purposes include:
 - Emergency
 - Upcoming bill or expense
 - Pay debt, past due bill
 - Home buying
 - Moving
 - Retirement
 - Other _____ (It is important to write in other purposes, both for the client's motivation and for future program improvement.)
- Goals can be added or changed at any session.

Scenario	Relevant Data Field(s)	Session 1	Session 2	Session 3	Session 4	Total Achievements
A	Select the goal(s) you are actively saving towards. Target Amount Target Date	Emergency, \$1000, May 1st	No	No	No	1 – Achieved at Session 3
	Have you saved the full target amount for your Emergency fund? Have you used your Emergency fund savings for an emergency?		No	Yes* One achievement: Use savings towards goal purpose	No	
B	Select the goal(s) you are actively saving towards.	Emergency, \$1000, May 1st				2 – Both achieved at Session 4

Target Amount		No	No	Yes*	
Target Date					
Have you saved the full target amount for your Emergency fund?		No	No	Yes*	
Have you used your Emergency fund savings for an emergency?				Two achievements: Save goal amount; Use savings towards goal purpose	

- At follow-up sessions and especially when the target date is approaching, counselors should ask and record whether a goal amount has been reached and whether savings has been used toward the goal purpose, towards another purpose, or not yet used.
- Clients can reach one and/ or both achievements if they self-report reaching the goal amount and/or using their savings towards the goal purpose.

Calculation

- Save goal amount is calculated when the client answers “yes” to the question “have you saved your goal amount?” The goal amount calculation is *independent* of the savings amounts entered to calculate whether savings increased by one week’s worth of income.
- Use savings towards goal purpose is calculated by the counselor selecting “Yes – Used Savings for what I planned” to the question, “Have you used any or all of your savings?”

Sample FECBOT User Agreement

A. General Agreement

FECBOT, the Financial Empowerment Center Boost Outcomes Tool, is a safe and central database for Financial Empowerment Centers (FECs) to gauge client impact, manage counselor performance, and report on key metrics to a variety of stakeholders. To protect the system, and the privacy and confidential information of FEC clients and staff, you agree to use FECBOT in a productive, ethical, and lawful manner. You acknowledge and agree that FECBOT is provided under license, and not owned by you. You do not acquire any ownership interest in FECBOT, its data, materials or products downloaded or stored on FECBOT. You, as a financial counselor, manager, consultant, data analyst, or other staff member who has been authorized to use the FECBOT system (“User”), agree that you will use FECBOT in accordance with the limited license granted by the Cities for Financial Empowerment Fund, and subject to all terms, conditions, and restrictions, under this Agreement and as instructed by the CFE Fund, and its FECBOT Administrator or an approved agent of the CFE Fund. The CFE Fund shall not be liable for any loss, cost, expense, or other liability arising out of any User use of the Administrative Web Site.

B. Proper Use

Users of FECBOT shall always maintain a professional etiquette when using FECBOT including, but not limited to, communication on the platform, client notes, session notes, and participating in the learning community. Poor language, inappropriate comments, use of profanity, bullying, discriminatory language or conduct and other inappropriate behavior is strictly prohibited.

Platform use and any communications shared or stored throughout the FECBOT system should resemble commonly accepted, professional and respectful business correspondence.

C. Security, Access, and Passwords

You understand that it is your responsibility to maintain a safe and secure environment when accessing, using, or working in FECBOT, and responsible for all local security and access of the FECBOT system.

It is the responsibility of each User to adhere to industry standard IT security guidelines including but not limited to the creation, format, and scheduled changes of passwords. All user names, passcodes, passwords, and information used or stored on the FECBOT System or its network is the property of the CFE Fund. No User may use a username, passcode, password, or method of encryption that has not been issued to that employee or authorized in advance by the FECBOT Administrator.

No User shall share usernames, passcodes, or passwords with any other person except the FECBOT Administrator or their authorized agent. A User shall immediately inform the FECBOT Administrator and the CFE Fund if they know or suspect that any username, passcode, or password has been improperly shared, used, displayed, or compromised and if IT security has been violated in any way.

Users who have not accessed the FECBOT system for a period of **six (6) months** will be subject to suspension or have their license terminated at the discretion of the FECBOT Administrator without notice.

D. Privacy

All content shared by any User on the FECBOT system, except client data and where excluded by a superseding client agreement, exists in the FECBOT public domain. Therefore, Users should have no expectation of privacy whatsoever in any message, file, data, document, community post, conversation, or any other kind or form of information or communication they have transmitted to FECBOT.

The FECBOT Administrator may also store copies of such data and communications from time to time after they are created and may delete such copies from time to time without notice. You agree that such data and communications may also be used for quality and training purposes at the discretion of the FECBOT Administrator and the CFE Fund.

A User may also extract data from the FECBOT system, consistent with their authorization, training, or as otherwise provided by the FECBOT Administrator, so long as the data extracted maintains an industry standard level of encryption to protect data from unauthorized disclosure and cyber threats. Other data may only be extracted and used upon prior written consent from the FECBOT Administrator, the CFE Fund, or an authorized agent thereof.

Furthermore, the counselor, employee, agent or User of FECBOT acknowledges that any information stored in or shared on the FECBOT system shall not be shared via social media, including, but not limited to, Snapchat, Facebook, Twitter, Instagram, LinkedIn, Pinterest, etc. absent the expressed approval in writing of the FECBOT Administrator or the CFE Fund.

E. Cloud System

The CFE Fund maintains a cloud-based data communications network to facilitate all aspects of the FECBOT system. Highly sensitive financial information is stored on the system. Users understand that they may never sign into FECBOT using the password or username of another User of FECBOT. No User shall access, attempt to access, alter, or delete any network document on a computer not authorized by the FECBOT Administrator, CFE Fund, or an authorized agent of the CFE Fund.

All users are required to use industry standard protocols to maintain security from hackers and database intrusion. This includes the limited use of unsecured configurations and 'open access' configurations, which shall include, but not limited to, use of public Wi-Fi locations, hardware and software installations from an unapproved third-party, objectively hazardous internet "click-bait"; and settings that permit unnecessary or unauthorized access to or use of IT systems and networks. Computers and network devices that come with a vendor-supplied, factory-default settings that favor connectivity and data sharing over security shall be subject to evaluation by the FECBOT Administrator, the CFE Fund or an approved agent thereof. FECBOT Users shall not use FECBOT on any public computer, including, but not limited to, library computers, internet cafes, hotel computers, or otherwise.

F. Confidentiality and Proprietary Rights

FECBOT is the intellectual property, including, but not limited to, all files, documents, templates, forms, guidebooks, training material, communications materials, and other trade secrets of the CFE Fund and is an extremely valuable asset. By signing this agreement, you agree not to jeopardize the system with any personal use of electronic communications systems, including email, text messaging, internet access, social media, and telephone conversations and voice mail.

Disclosure of confidential information to anyone outside of any approved FEC provider, the FECBOT Administrator, or a staff member of the CFE Fund is strictly prohibited. A User shall ask the FECBOT Administrator if they are unsure whether to disclose confidential information to particular individuals or how to safeguard the company's proprietary rights.

Use of the CFE Fund name, intellectual property, materials, brand names, logos, taglines, slogans, or other trademarks without written permission from the FECBOT Administrator or an authorized representative of the CFE Fund is strictly prohibited.

G. Remedies

Users who violate any provision of this agreement are subject to all adequate remedies available at law and equity, up to and including termination or revocation of a contract, general and special damages, and other equitable remedies allowed by law.

H. Acknowledgement and Review

I, _____, acknowledge that on _____ I received a copy of this FECBOT User Agreement and that I read it, understood it, and agree to comply with it. I understand that the CFE Fund has the maximum discretion permitted by law to interpret, administer, change, modify, or delete my use of FECBOT at any time without any notice. I understand that neither this agreement nor any other communication by a the CFE Fund, whether oral or written, is intended in any way to create a contract of employment.

[SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Signature

[SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Printed Name

[SAMPLE – THIS VERSION NOT FOR SIGNATURE]
Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S. DEPARTMENT OF THE INTERIOR, BY AND THROUGH THE U.S. GEOLOGICAL SURVEY, RELATING TO THE INSTALLATION AND MAINTENANCE OF A GAGING STATION AT THE 8TH STREET BRIDGE

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign an agreement between the City of Pueblo and the U.S. Geologic Survey ("USGS") to relocate the gaging station that is currently located at the Hwy 50 bypass bridge and relocate it to the 8th Street Bridge due to construction.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

The relocation of the gaging station to the 8th Street bridge would be for five years and then it would be moved back to the Hwy 50 bypass bridge. The temporary move to the 8th Street bridge is due to construction on the Hwy 50 bypass bridge by the Colorado Department of Transportation. The USGS would be responsible for maintenance, operation, and any other activities associated with the station. The City of Pueblo would grant access to the site for the streamflow measuring and/or water-quality sampling during the life of the agreement.

FINANCIAL IMPLICATIONS:

None

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative would not provide access to the 8th Street bridge and the USGS would not be able to provide the data the City uses for flow.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Installation permission agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND THE U.S DEPARTMENT OF THE INTERIOR, BY AND THROUGH THE U.S. GEOLOGICAL SURVEY, RELATING TO THE INSTALLATION AND MAINTENANCE OF A GAGING STATION AT THE 8TH STREET BRIDGE

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

SECTION 1.

The Agreement between the City of Pueblo, and the U.S. Department of the Interior, by and through the U.S. Geological Survey, attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is 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 2.

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

SECTION 3.

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

Action by City Council:

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

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

U.S. Department of the Interior
U.S. Geological Survey
AGREEMENT FOR INSTALLATION AND MAINTENANCE OF GAGING STATION *

The landowner agrees that the U.S. Geological Survey (USGS), Colorado Water Science Center may install and maintain a gaging station on the landowner's property at a mutually agreed-upon site at the location listed below. The landowner also agrees that the USGS will have access to the site, as it reasonably deems necessary for streamflow measuring and/or water-quality sampling during the life of this agreement.

Description of the gaging station, located at Lat 38°16'28" Long 104°36'02"



(Provide other location description and/or attach map, plat, drawings, photographs, or other descriptive information)

Excavation and/or installation of the gaging station, at the USGS's own expense, may begin any time after this agreement is fully executed. The gaging station shall be excavated, installed, and properly maintained by the USGS. This Agreement shall be regarded as granting a license or easement, whichever may most appropriately characterize it under applicable state law, in favor of USGS to enter landowner's property for the purposes noted herein.

At the expiration of this agreement, the gaging station may be disposed of in one of the following ways:

1- Removal by the USGS, at its own cost and expense, within a reasonable time after the expiration of this agreement. Upon removal of the station, the USGS shall restore the landowner's property, also at its own expense, as nearly as possible to the condition when installed, or

2- Transfer to a state, local, or tribal government agency or Federal Energy Regulatory Commission licensee under a separate written agreement, if approved by the landowner and the USGS Regional Executive.

During the life of this agreement, the Federal Government will be liable for any loss related to the installation, operation, maintenance, and other activities associated with the gaging station described above in accordance with, and to the extent permitted under, the Federal Tort Claims Act (28 U.S.C. &1346(b) and 2671 et seq).

This agreement shall become effective when fully executed and shall remain in full force for 5 years unless terminated earlier by USGS upon 60 days written notice. After 5 year(s) 0 month(s), the agreement will continue in force until terminated by either the USGS or the landowner upon 60 days written notice to the other party.

* For the purpose of this agreement, "gaging station" includes all stilling wells and structure, including cableways and equipment, used in the operation and maintenance of the monitoring site.

Landowner: City of Pueblo
Address: 1 City Hall Place, Pueblo, CO 81003
Telephone Number: 719-553-2611

USGS Science Center Director: Matt Ely
Address: Box 25046 Denver Federal Center, MS 415 Lakewood, CO 80225
Telephone Number: 720-618-3282

USGS Project Chief: Krystal Brown
Telephone Number: 719-250-0096

U.S. Geological Survey Signature/Date_____

Landowner Signature/Date_____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE DESIGNATING ST. PAUL FIRST AFRICAN METHODIST CHURCH, 613 WEST MESA AVENUE, AS A LOCAL HISTORIC LANDMARK

SUMMARY:

An Ordinance designating St. Paul First African Methodist Church, 613 West Mesa Avenue, as a local historic landmark

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is requesting the City designate the First African Methodist Episcopal Church (St. Paul African Methodist Episcopal Church) located in the historically significant Bessemer Neighborhood at 613 West Mesa Avenue as a to Local Landmark. According to Section 4-14-8, of the Pueblo Municipal Code, a building object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code.

The application cites significance under three criteria: history, architecture, and geography because it is one of Pueblo's most significant African American religious buildings and community centers. The landmark nomination covers both the main church building, constructed in 1915 and attached parsonage, constructed in 1909.

The Pueblo Historic Preservation Commission, in prior cases, has considered landmark designation applications eligible if they meet two of the three criteria. This application's justification of facts proposes eligibility because it meets criteria 1a, 2a, and 3a.

The applicant nominated the subject property for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic

preservation code. A building, object, monument, structure, or site may individually be designated as a Landmark, or one or more buildings, objects, monuments, structures, or sites which are united by past events or aesthetically by plan or physical development may be designated as a Historic District, if they have distinctive character and meet the following criteria:

1. Special historic or prehistoric interest or importance:
 1. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
 2. Has the site of a historic event with a significant effect upon society; or
 3. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.
2. Special architectural, engineering, or aesthetic interest or importance:
 1. Portrays the environment in an era of history characterized by a distinctive architectural style; or
 2. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
 3. Is the work of a designer whose individual work has significantly influenced the development of the City; or
 4. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.
3. Special geographic interest or importance:
 1. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
 2. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

In addition to the criteria discussed above, St. Paul AME Church also served as center for the national Advancement of Colored People (NAACP) and as a Green Book site, or a location that was safe for African American travelers in a time of segregation. Interviews with church members described Pueblo as not residentially segregated but very socially segregated. The church also functioned as a community center related to many key events in U.S., Colorado, and Pueblo history. The church played a pivotal role in the civil rights movement locally, and initially played a strong role in the American Methodist Church development in Colorado, hosting the statewide conference in this building in 1916. The church is significant for its association Reverend John Adams, the second African American citizen to argue a case in front of the Supreme Court. Reverend Adams went on to become a prominent civil rights and religious leader in Omaha, Nebraska including a state representative.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Historic Preservation Commission, at their December 21, 2022 Regular Meeting, voted 4-0 to recommend approval. Commissioners Jocelyn Martinez, Laurel Campbell,

Susan McCarthy absent.

The Planning and Zoning Commission, at their January 11, 2023, Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

The application was reviewed at a public hearing held by the Pueblo Historic Preservation Commission held on December 21, 2022 and the application was also reviewed by the City of Pueblo Planning and Zoning Commission at their January 11, 2023 meeting.

ALTERNATIVES:

If City Council does not approve this Ordinance, the property at 613 West Mesa Avenue will not be designated as a Local Historic Landmark.

Upon request of City Council, the Ordinance could be returned to the Historic Preservation Commission and the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. HPC-22-20 Combined Attachments

ORDINANCE NO.

AN ORDINANCE DESIGNATING ST. PAUL FIRST AFRICAN
METHODIST CHURCH, 613 WEST MESA AVENUE, AS A
LOCAL HISTORIC LANDMARK

WHEREAS, the City of Pueblo's Historic Preservation Code, Chapter 14, Title IV, states that the City shall identify, designate and preserve those buildings, objects, monuments, structures and sites which reflect outstanding elements of the community's architectural and cultural heritage; and

WHEREAS, the present application was initiated by the property owner, and the City's Historic Preservation Commission has reviewed the application for designation of St. Paul's First African Methodist Church as a Local Historic Landmark and has recommended to the Planning and Zoning Commission the designation of this resource; and,

WHEREAS, the City Planning and Zoning Commission has reviewed the Historic Preservation Commission's recommendation and the designation application and submitted its recommendation thereon for landmark designation to Council; NOW, THEREFORE,

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

SECTION 1.

The City Council finds and determines that the St. Paul's First African Methodist Church located at 613 West Mesa Avenue, Pueblo, Colorado, and legally described as Lot 12, Blk 42, Bessemer Subdivision, is associated with history, architecture, and geography because it is one of Pueblo's most significant African American religious buildings and community centers which complies with the criteria as defined in the Pueblo Historic Preservation Code Section 4-14-8.

SECTION 2.

The City Council hereby designates St. Paul's First African Methodist Church as a local Pueblo Historic Landmark, subject to the benefits, obligations and restrictions resulting from such designation as described in Chapter 14, Title IV of the Pueblo Municipal Code.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

Gregory Howell
Chair

Jocelyn Martinez
Vice Chair

Anthony Perko
Secretary



Laurel Campbell

Amy Scoby

Susan McCarthy

Suzanne Kuehn

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

Minutes of Regular Meeting
City of Pueblo, Colorado
Wednesday December 21, 2022
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Howell. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application.

MEETING CALLED TO ORDER:

Called to order at 1:48 p.m. with Susan Kuehn, presiding.

Commissioners Present: Amy Scoby, Suzanne Kuehn. Anthony Perko and Gregory Howell on Zoom.

Commissioners Absent: Jocelyn Martinez, Laurel Campbell, Susan McCarthy.

Staff Members Present: Berit Odom, Principal Planner, Wade Broadhead, Senior Planner, Development, Cindy Capritta, Land Use Technician, Nick Gradisar, Mayor, Daniel Kogovsek, City Attorney.

Staff Members Absent: Scott Hobson, Acting Director of Planning and Community Development.

APPROVAL OF THE AGENDA:

Scoby moved to approve the December 21, 2022, agenda, seconded by Kuehn.

Motion passed 4-0.

PUBLIC HEARING:

1. HPC-22-20: 613 W Mesa Avenue, St. Paul's First AME Church, Local Landmark Designation.

Staff Report was provided by Senior Planner, Wade Broadhead.

- Applicant Tom Simmons (Front Range Research and author of the application) and parishioner's Ann Batey (applicant), provided historical information.

Commission Action: Scoby moved to approve the application for the Landmark Designation seconded by Howell.

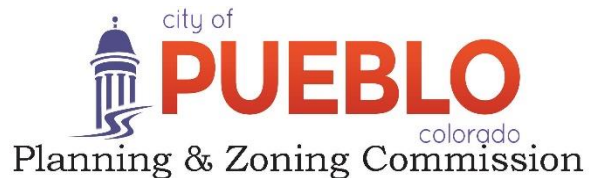
Motion Passed: 4-0.

•

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado
Wednesday, January 11, 2023 – 3:30 p.m.
City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak; **Commissioners Absent:** None

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Avalos moved to approve the December 14, 2022, agenda, motion was seconded by Bailey. Motion passed 7-0.

PUBLIC MEETINGS AND ACTION

1. HPC-22-20 613 W Mesa Ave. Local Historic Landmark Recommendation to City Council.

Discussion: Senior Planner Wade Broadhead provided Staff Report from the HPC December 2022 meeting.

Commission Action: Bailey moved to recommend the Local Historic Landmark to City Council, seconded by Spinuzzi.

Motion Passed: 7 - 0.

Gregory Howell
Chair

Jocelyn Martinez
Vice Chair

Anthony Perko
Secretary



Laurel Campbell

Amy Scoby

Susan McCarthy

Suzanne Kuehn

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HPC-22-20

December 21, 2022

To: Historic Preservation Commission
From: Wade Broadhead, Senior Planner
Through: Scott Hobson, Acting Director of Planning and Community Development
Location: 613 W. Mesa Ave
Applicant: Tom Simmons, Front Range Research Associates
Owner: St. Paul's First African Methodist Church, Ann Batey Representative
Year Built: 1915 church, parsonage 1909
Legal Description: Lot 12, Block 42, Bessemer
Zone District: R-4, Mixed Residential Zone District

Synopsis

The applicant is requesting local Landmark designation for the First African Methodist Episcopal Church (St. Paul African Methodist Episcopal Church) located at 613 W. Mesa Ave located in the historically significant Bessemer Neighborhood. According to Section 4-14-8, of the Pueblo Municipal Code, a building object, monument, structure or site may individually be designated as a Landmark if it has distinctive character and meets the criteria listed in the code.

The application cites significance under three criteria, history, architecture, and geography because it is one of Pueblo's most significant African American religious buildings and community centers. The landmark nomination covers both the main church building, constructed in 1915 and attached parsonage, constructed in 1909.

Background

The owner, through the applicant, nominated the building and site for its distinctive character and certain criteria, focusing on historical events, geography, and architecture and is aware of the reasons for, and effect of, designation of local landmarks in the City of Pueblo.

The Pueblo Historic Preservation Commission, in prior cases, has considered landmark designation applications eligible if they meet two of the three criteria. This application's justification of facts proposes eligibility because it meets criteria 1a, 2a, and 3a.

The applicant nominated the subject property for landmark designation per the requirements contained in Section 4-14-8, Chapter 14 – Historic Preservation Code, Title IV – Building Regulations, of the Pueblo Municipal Code. The Historic Preservation Commission may approve this application if it serves the goals of the historic preservation code. A building, object, monument, structure, or site may individually be designated as a Landmark, or one or more buildings, objects, monuments, structures, or sites which are united by past events or aesthetically by plan or physical development may be designated as a Historic District, if they have distinctive character and meet the following criteria:

1. Special historic or prehistoric interest or importance:
 - a. Has significant character, interest or value, as part of the development, heritage, or cultural characteristics of the City, State, or Nation; or is associated with the life of a person significant in the past; or
 - b. Has the site of a historic event with a significant effect upon society; or
 - c. Exemplifies the cultural heritage of the community; or has yielded, or may be likely to yield, important prehistoric information.
2. Special architectural, engineering, or aesthetic interest or importance:
 - a. Portrays the environment in an era of history characterized by a distinctive architectural style; or
 - b. Embodies those distinguishing characteristics of an architectural-type or engineering specimen; or
 - c. Is the work of a designer whose individual work has significantly influenced the development of the City; or
 - d. Contains elements of design, detail, materials, or craftsmanship which represent a significant innovation.
3. Special geographic interest or importance:
 - a. by being part of or related to a square, park or other distinctive area, which should be developed or preserved according to a plan based on a historic, cultural or architectural motif, or
 - b. owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City.

The application which was prepared by Tom and Laurie Simmons of Front Range Associates claims significance under three criteria which are evaluated below.

1A Have Direct Association with the historical development of the city, state, or nation.

Erected in 1915 St. Paul's African Methodist Church is one of the last remaining African American Churches. The building is situated in Bessemer and serves Pueblo's small but significant African American population. St. Paul's was erected on the site of an earlier church that was removed a few years after the parsonage was built. The church drew from increasing number of African American immigrants working at Colorado Fuel and Iron (CF&I) steel mill and other industries. By 1960s/70s the area around the church was Pueblo's largest black neighborhood. The nomination cites the National Trust for Historic Preservation, stating "foundational to Black religious, political, political, economic and social life, Black churches continue to inform and shape black identity today they serve as houses of worship as well as safe havens, social centers and cultural repositories". In addition to the information on the specific site, the nomination compiles a detailed historic context of African American settlement in this section of the Bessemer neighborhood that may be valuable for future landmark nominations.

Staff finds that the site does have direct association with significant persons and events in Pueblo and Colorado related to the African American community and American First Methodist religious development.

2A Embody distinguishing characteristics of an architectural style or type

According to the nomination St. Paul Methodist is one an excellent example of Mission Revival Architectural style in Pueblo. The Mission Revival style is seen in the curvilinear gable parapet, round arch windows, corner tower, overhanging eaves, and exposed rafters. The solidity of the brick also exemplifies the style though some examples are stucco. The Mission Revival style initially took off with the California building at the worlds fair in 1893 but spread quickly as the Santa Fe and Southern Pacific railroad adopted it for their stations throughout the West. Closer to home Colorado Fuel and Iron (CF&I) adopted the style for most of its corporate buildings in Pueblo, Southern Colorado, and Northern New Mexico. Unfortunately, many of those CF&I buildings have been destroyed including the various buildings at Corwin Hospital and the Minnequa Club. The church may have chosen the Mission Revival style for its affiliation with CF&I as the primary employer of the congregation and as an effort to fit in and be seen as modern.

The 1909 parsonage is a good example of the Classic Cottage style popular in Colorado and Pueblo from 1900 to World War One. The building has a stone foundation, red brick walls, and a hipped roof with overhanging, flared eaves.

Staff finds the site eligible under 2A as a superior example of the Mission Revival and Classic Cottage architectural style.

3A Geography (due to a typo on the application form 3A should read 3B which is *owing to its unique location or singular physical characteristic, represents an established and familiar visual feature of the neighborhood, community, or City*

According to the nomination, the church occupies a prominent location of the northeast corner of Mesa and Pine Street in the Bessemer neighborhood. The church is situated centrally within the portion of Bessemer that had the greatest number of African American residents from the early 1900's to the 1980's. The church functioned as a geographic point of reference visually and socially. The central location allowed the building to serve as a community and support center for its congregants.

The church's the three-story tower is the most prominent feature of the building and towered above the mostly one and two-story residential buildings. Mesa Ave. was a busy street at the time, with numerous small shops located on the thoroughfare.

Staff finds that the site does exhibit a singular characteristic as an established visual feature due to its three-story tower and as a safe community location in the center of a historically African American neighborhood.

Further eligibility for significance

In addition to the criteria discussed above St. Paul AME Church also served as center for the national Advancement of Colored People (NAACP) and as a Green Book site, or a location that was safe for African American travelers in a time of segregation. Interviews with church members described Pueblo as not residentially segregated but very socially segregated. The church also functioned as a community center related to many key events in U.S., Colorado, and Pueblo history. The church played a pivotal role in the civil rights movement locally, and initially played a strong role in the American Methodist Church

development in Colorado, hosting the statewide conference in this building in 1916. The church is significant for it's association Rev. John Adams, the second African American citizen to argue a case in front of the Supreme Court. Rev. Adams went on to become a prominent civil rights and religious leader in Omaha, Nebraska including a state representative.

Changes to the Building and Property

According to the nomination the choir was removed in the 1950s, in 1965 the church sanctuary was removed, and in the 1970s the parsonage became the annex. Upstairs windows were also bricked in and openings in the tower were covered in wood panels.

Zoning District

The site and surrounding area are entirely zoned R-4 and the surrounding neighborhood is mostly zoned R-4 and comprised of pre 1950's single family homes on smaller lots with some multifamily and commercial development in the vicinity.

City's Comprehensive Plan Compliance

St. Paul First AME Church is located in the Urban Neighborhoods future land use area according to the Pueblo Regional Comprehensive Plan adopted in July of 2022. Urban Neighborhoods are characterized by single family detached and attached homes, duplexes and townhomes with supporting land uses such as accessory dwelling units; small scale commercial; retail and services; parks; schools; libraries; community gardens; and other complimentary uses. According to the Comprehensive Plan, Urban Neighborhoods are those generally built before 1950 and are centrally located neighborhoods.

The Regional Goals and Policies section of the Comprehensive Plan addresses historic preservation efforts in the City. Most notably in *Policy -4.1.5 People in Preservation*, which states, "Support and expand ongoing efforts to engage long time residents and others in documenting the oral histories of different ethnic and minority groups, neighborhoods, and communities..." *Policy 4.1.3 Inventory of Cultural Resources* encourages the expansion the Pueblo Inventory of Cultural Resources and the measurer of success on page 54 encourages an increasing trend in local landmarks. Landmarking St. Paul directly addresses numerous polices and goals in the Pueblo Regional Comprehensive Plan with respect to planning and historic preservation by documenting the contribution of African American community in Pueblo and honoring their historic places.

Upon designation of the property to a historic register, the applicant and property owner intends to apply for grants for qualified rehabilitation of historic features.

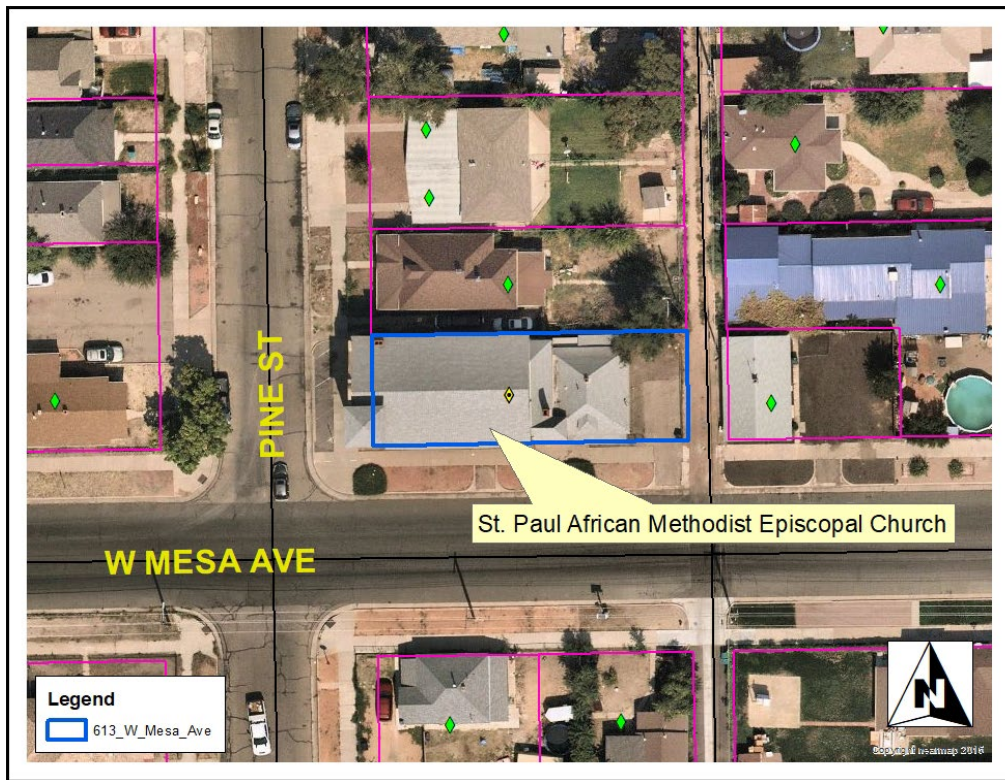
Recommended Action:

Staff recommends the Historic Preservation Commission forward recommendation of approval to the Planning and Zoning Commission and designate St. Paul's First AME Church as a local Pueblo landmark since it meets criterion 4-14-8, (a), (1),a;(a),(2),a; and (a),(3),b.

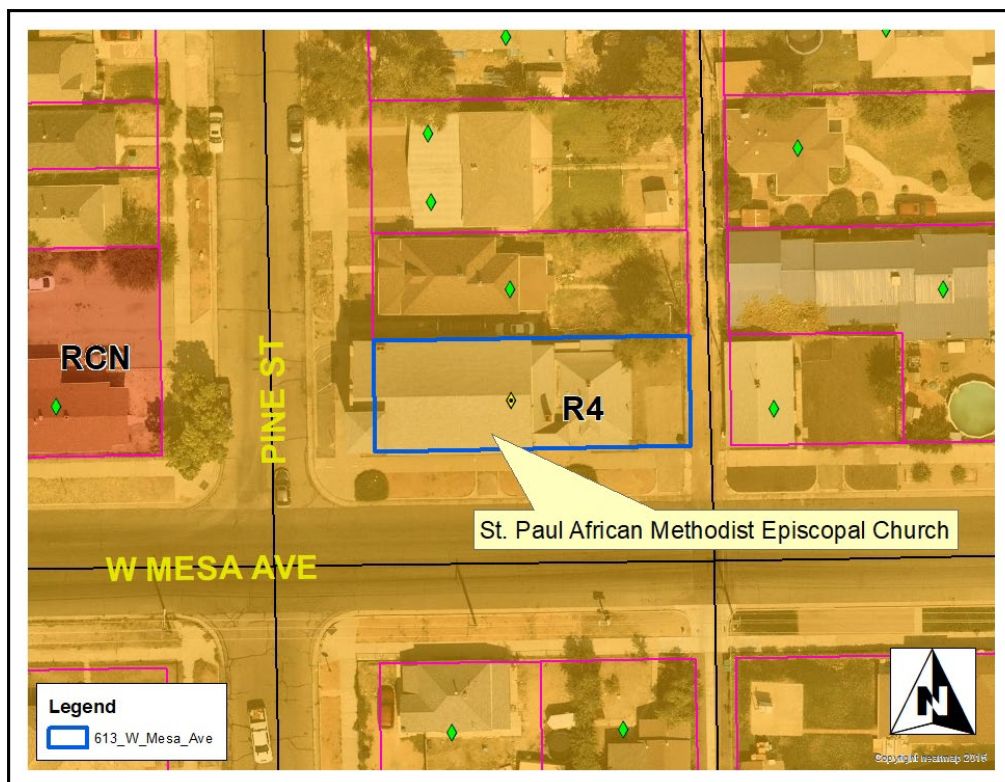
Exhibits

- A. Maps
- B. Photographs
- C. Application signature sheet and OpenGov document, full nomination is attached via PDF.

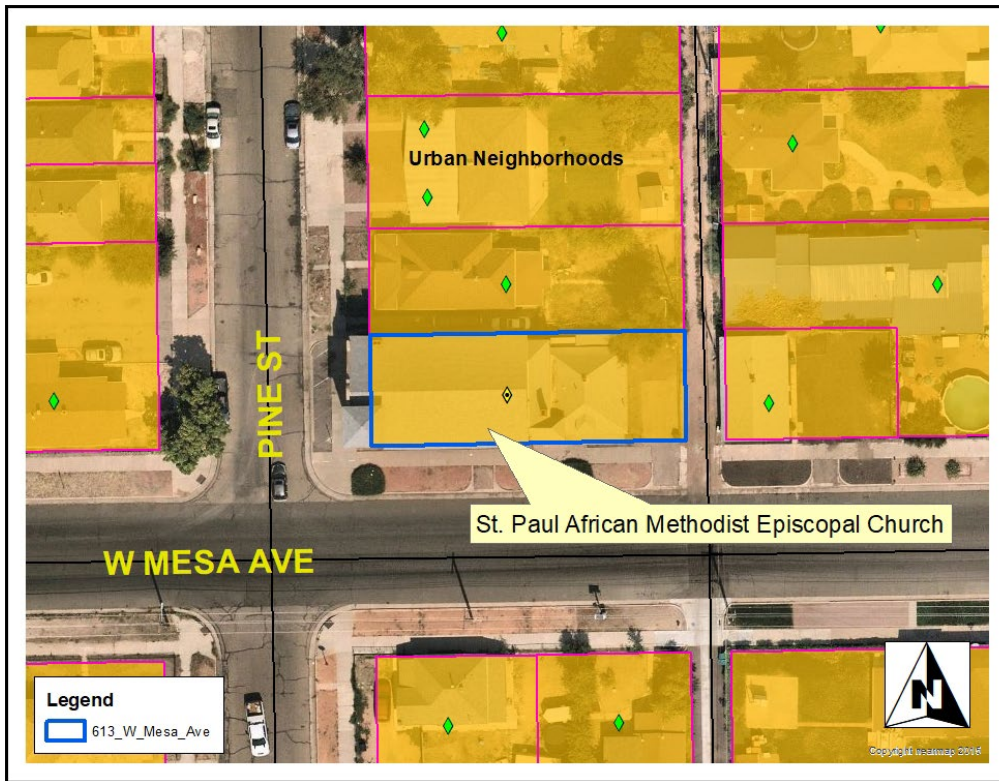
EXHIBIT A. MAPS



A1. Aerial image of the property



A2. Zoning map of the property



A3. Comprehensive Plan Map

XHIBIT B. SITE PHOTOGRAPHS



View of the façade facing Pine Street



Public notice posting



Façade facing Mesa Avenue.



1909 parsonage from Mesa Ave



North facing facade

E
EXHIBIT C. APPLICATIONS AND ATTACHEMNTS



10/21/2022

22-168

Historic Preservation Commission

Status: Active

Date Created: Oct 20, 2022

Applicant

Tom Simmons
frraden@msn.com
Front Range Research Associates Inc
3635 W 46th Ave
Denver, CO 80211
72093311391

Primary Location

613 W MESA AVE
PUEBLO, CO 81004

Owner:

ST PAULS A M E CHURCH AKA FIRST A M E CHURCH ,
PO BOX 2265 PUEBLO , CO 81004-0265

Internal

Case Number

HPC-22-20

Planner Assigned

Planner 2

Continuances

--

Number of Posters

1

Number of Postcards/Mailings

--

Newspaper Notice Cost

--

Public Notice Costs must be paid by:

--

Public Notice zoning poster must be displayed by:

--

HPC Hearing Information

HPC Hearing Date

12/21/2022

HPC Hearing Results

--

Check box if hearing is a Special Requested Hearing

☐

Planning & Zoning Commission Information

P&Z Hearing Date

--

P&Z Hearing Results

--

Check box if hearing is a Special Requested Hearing

☐

City Council Information

Council First Reading

--

Council Final Reading

--

Council Hearing Results

--

Effective Date

--

Ordinance Number

--

Recording Number

--

Application Information**Application Type**

Historic Nomination

Residential or Non-Residential?

Non-Residential

Nomination for Local Historic Designation Eligibility Criteria

Nomination for Local Historic Designation**Name of Property and/or Historic Name**

St. Paul African Methodist Episcopal Church

Present Use

Church

Historic Use

Church

Site Number (Issued by State of Colorado)

5PE8772

Are you designating a historic district?

No

What is the Applicant's Affiliation/Interest in Property

The owner is the applicant

Owner Consent to Designation**Property Owner Signature**

First AME Church

07/25/2022

Attachments

 StPaulAMEChurch-StatementOfSignificance.docx

Uploaded by Tom Simmons on Oct 19, 2022 at 3:48 pm

 StPaulAMEChurch-ResearchSources.docx

Uploaded by Tom Simmons on Oct 19, 2022 at 3:50 pm

 StPaulAMEChurch-PuebloLandmark-Oct2022.docx

Uploaded by Tom Simmons on Oct 19, 2022 at 3:51 pm



CO_Pueblo_StPaulAMEChurch_0001.JPG

Uploaded by Tom Simmons on Oct 19, 2022 at 3:52 pm

History

Date	Activity
Jul 25, 2022 at 9:02 am	Tom Simmons started a draft of Record 22-168
Oct 19, 2022 at 3:38 pm	Tom Simmons altered Record 22-168, changed ownerEmail from "" to "aebatey9529@q.com"
Oct 19, 2022 at 3:38 pm	Tom Simmons altered Record 22-168, changed ownerPhoneNo from "" to "719-553-7624"
Oct 20, 2022 at 2:19 pm	Tom Simmons submitted Record 22-168
Oct 20, 2022 at 2:19 pm	changed the deadline to Oct 22, 2022 on approval step Fee Review on Record 22-168
Oct 20, 2022 at 2:19 pm	approval step Fee Review was assigned to Planning Front Counter on Record 22-168
Oct 20, 2022 at 2:19 pm	changed the deadline to Oct 22, 2022 on approval step Fee Review on Record 22-168



Planning & Community Development
Scott Hobson, Acting Director

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

APPLICATION FOR HISTORIC LANDMARK DESIGNATION

Name of Property: St. Paul African Methodist Episcopal Church, First African Methodist Episcopal (AME) Church

Name of Property Owner: First AME Church

Address of Property: 613 W. Mesa Avenue

Legal Description: Bessemer, Block 42, Lot 12

Zoning: R-4

Present Use: Church

Historic Use: Church

Site Number (issued by State of Colorado): SPE.8772



Owner Consent to Designation:

I (we), the undersigned, acting as owner(s) of, the property described in this application for landmark designation do, hereby, give my (our) consent to the designation of this structure as a Structure for Preservation.

Printed name (s): Ann E. Batey, Trustee, First AME Church

Address: 613 W. Mesa Avenue, Pueblo, Colorado 81004

Telephone Number: 719-553-7624

Email Address: aebatey9529@q.com

Signature:

Date: October 21, 2022

Applicant Name (if not the Property Owner): _____

Affiliation/Interest in Property:

Telephone Number:

Email Address:

Signature(s): *Ann Batey*

Date:

Eligibility Criteria: History 1A, Architecture 2A, and Geography 3A

For Staff to Complete

Date Approved by HPC: _____ P and Z _____ City Council _____ Ordinance #:

Fee Paid:

Date:

Scheduled Hearing:



Gregory Howell
Chair

Jocelyn Martinez
Vice Chair

Anthony Perko
Secretary



Laurel Campbell

Amy Scoby

Susan McCarthy

Suzanne Kuehn

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

HPC-22-20

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

THROUGH: Scott Hobson, Interim Director of Planning and Community Development

DATE: January 11, 2023

SUBJECT: Landmark designation review to be forwarded onto City Council

APPLICANTS: Tom Simmons, Front Range Research

PROPERTY OWNER: Ann Batey, St. Paul's First AME Church

LOCATION: 613 W. Mesa Ave, St. Paul's First Methodist Church

REQUEST: To review a recommendation of approval and forward it to City Council that the property is designated a local Pueblo landmark.

Analysis:

The applicant provided documentation to demonstrate that St. Paul's First AME Church was constructed in 1915 and the associated parsonage was constructed in 1909 and utilized ever since that time. Spearheaded by Rev. J. Adams Sr., the second African American lawyer to argue a case before the supreme court, the church became a central feature of Pueblo's African American community. The church is seeking designation to honor it's past as well as applying for state grants for rehabilitation. The site is also going before the National Register Review Board January 20, 2023, to be placed on the National Register of Historic Places.

The buildings qualify under landmark Criteria 1A, significant events/people, for having direct association with one of Pueblo's last African American Churches and various prominent figures who attended. The buildings also qualify for nomination under criteria 2A, architecture, as a good example of a Mission Revival. St. Paul's qualifies under 3B as a visual orientating central landmark in Bessemer. The landmark meets 2022 Pueblo Comprehensive Plan Policy 4.1.5 *People in Preservation* to "Support and expand ongoing efforts to engage the longtime residents... of different ethnic and minority groups, neighborhoods and communities" (Page 54). The resource is located in the Urban Neighborhoods Future Land Use area, and the landmarking is compatible with the goals of that land use category. A detailed review of its Comp Plan compliance is discussed on page four of the staff report, for case number HPC-22-20.

Applicable Regulations and Prior Action

Pueblo Municipal Code Section 4-14-8(g), the City's Historic Preservation Commission "HPC" recommended approval at their December 21, 2022, meeting by a vote of 4-0.

Recommended Motion Language:

Recommends that the Planning and Zoning Commission approve the Historic Preservation Commission's recommendation of approval be forwarded to City Council that 613 W. Mesa Ave meets the criteria to be designated a landmark.

**HISTORIC PRESERVATION COMMISSION
CITY OF PUEBLO**

NOTICE OF PUBLIC HEARING

Take notice that at a regular meeting to be held at 1:30 P.M., on the 21st day of December 2022, at **1 City Hall Place, Pueblo, Colorado**, the Historic Preservation Commission will hear the following application(s):

HPC 22-20

First AME Church / St. Paul African Methodist Episcopal Church

For Designation of a Landmark as provided in the Historic Preservation Ordinance (Title IV, Chapter 14, of the Code of Ordinances, City of Pueblo) as the same affects the property situated in the City of Pueblo, County of Pueblo and State of Colorado, legally described as Lot 12, Block 42, Bessemer and commonly known as **613 West Mesa Avenue**.

A **Nomination for Designation of a Landmark** if it qualifies for significance in criteria of history (criterion 1A), architecture (criterion 2A), and/or geography (criterion 3A).

A draft of the nomination will on file in the Department of Planning and Community Development and will be available for viewing and printing, typically the Friday prior to the meeting.

The Historic Preservation Commission meeting will be held on December 21, 2022, at 1:30 p.m., and by Zoom: Meeting ID: 790 774 9677, Passcode: 25436, Telephone: 1 346 248 7799 US (Houston) or in-person at 1 City Hall Place (3rd Floor City Council Chambers).

Any person may appear before the Historic Preservation Commission at the time and place stated above to be heard on the proposed nomination for designation of a landmark. Individuals who require special arrangements to participate are encouraged to contact the Department of Planning & Community Development at least 72 hours in advance.

Questions may be directed to the attention of Historic Preservation Commission staff.



Scott Hobson
Land Use Administrative Official
719-553-2259



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 612 EAST 2ND STREET, LOTS 8 AND 9 BLOCK 20, MATTICES SUBDIVISION, EAST PUEBLO HEIGHTS, FROM R-2, SINGLE FAMILY RESIDENTIAL TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD

SUMMARY:

The City is requesting to rezone 612 East 2nd Street, lots 8 and 9 block 20, Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood for future development.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The City of Pueblo demolished a condemned residence located at 612 East 2nd in 2007. In 2012, the City acquired the property through a Treasurers Deed due to unpaid taxes and liens. Pueblo Urban Renewal Authority (PURA) approached the Department of Housing and Citizen Services to acquire the property to develop a single-family attached residence on the parcel. The single family attached residence will include two separate dwelling units on each lot (lots 8 and 9), the dwelling units will be attached by a common wall but sold separately. The Residential Charter Neighborhood (RCN) Zone District allows single-family attached residences as a use by right, the existing R-2, Single Family Residential District allows a residence, two-family as a use by review, requiring Zoning Board of Appeals approval. Because PURA would like to sell the individual units, the RCN Zone District is a more appropriate zone district for the preferred development. The intent of the RCN Zone District is to "maintain the character of the City's original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating." Development within the 600 Block of East 2nd Street consists of primarily single-family homes on a variety of lot sizes. Presently, there are three single-family residences that occupy 25

by 120- foot lots within the 600 Block of East 2nd Street with minimal side-yard setbacks. The construction of a single-family attached house at 612 East 2nd is complimentary to the existing development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 11, 2023 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. P_Z Report

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE 612 EAST 2ND STREET, LOTS 8 AND 9 BLOCK 20,
MATTICES SUBDIVISION, EAST PUEBLO HEIGHTS, FROM R-2,
SINGLE FAMILY RESIDENTIAL TO RCN, RESIDENTIAL
CHARTER NEIGHBORHOOD

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single Family Residential to RCN, Residential Charter Neighborhood:

Lots 8 and 9, Block 20, Mattices Subdivision

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

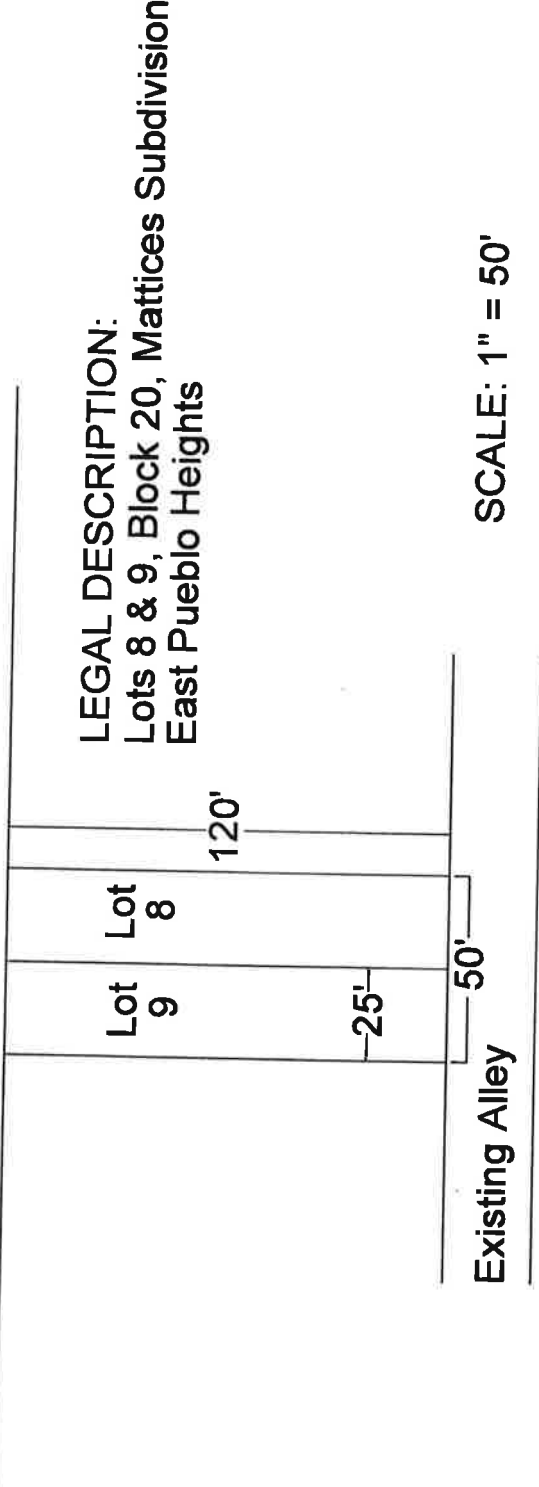
City Clerk

612 EAST 2ND STREET
PUEBLO, CO 81001



REQUEST TO REZONE FROM R-2 TO RCN

E. 2nd STREET

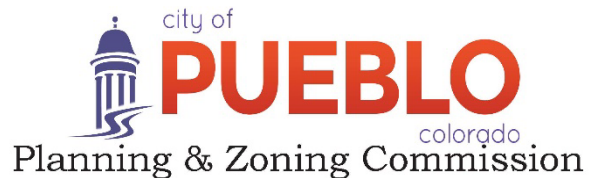


ZONING EXHIBIT

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, January 11, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

Commissioners Absent: None

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Avalos moved to approve the December 14, 2022, agenda, motion was seconded by Bailey. Motion passed 7-0.

4. Z-22-18 Rezone: 612 E. 2nd Street, Lots 8 and 9, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

Discussion: Principal Planner Beritt Odom provided Staff Report. Applicant, Tony Acri, Urban Renewal, was sworn in and spoke in favor on behalf of the city. Joy Tanner was sworn in and spoke in opposition via Zoom.

Commission Action: Bailey moved to approve the Rezone, seconded by Aznar.

Motion Passed: 7-0.

There being no further business the Regular Meeting was adjourned at 7:41 p.m.

Respectfully submitted,

Attest:

Mike Castellucci
Chairperson

Scott Hobson
Executive Secretary

Digital recordings of all the meetings of the Planning and Zoning Commission are maintained and available for inspection and review during normal business hours (M – F, 8 a.m. – 5 p.m.) at the Department of Planning & Community Development, 211 East D Street, Pueblo, CO.

Z-22-18

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: January 11, 2023

SUBJECT: Rezone from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: 612 E. 2nd Street

CONCURRENT REQUEST(S): None

REQUEST:

The City is requesting to rezone 612 E. 2nd Street, Lots 8 and 9 Block 20, Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

BACKGROUND AND ANALYSIS:

The City of Pueblo demolished a condemned residence located at 612 E. 2nd in 2007. In 2012, the City acquired the property through a Treasurers Deed due to unpaid taxes and liens. Pueblo Urban Renewal approached the Department of Housing and Citizen Services to acquire the property to develop a single-family attached residence on the parcel. The single family attached residence will include two separate dwelling units on each lot (lots 8 and 9), the dwelling units will be attached by a common wall but sold separately. The Residential Charter Neighborhood (RCN) Zone District allows single-family attached residences as a use by right, the existing R-2, Single Family Residential District allows a residence, two-family as a use by review, requiring Zoning Board of Appeals review. Because PURA would like to sell the individual units, the RCN Zone District is a more appropriate zone district for the preferred development.

The intent of the RCN Zone District is to “maintain the character of the City’s original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating.” Development within the 600 Block of E. 2nd Street consists of primarily single-family homes on a variety of lot sizes. Presently, there are three single-family residences that occupy 25 by 120-foot lots within the 600 Block of E. 2nd Street with minimal side-yard setbacks. The construction of a single-family attached house at 612 E. 2nd is complimentary to the existing development.

CHARACTER AND COMPATIBILITY WITH THE NEIGHBORHOOD:

Site Character: 612 E. 2nd Street is comprised of two lots, Lots 8 and 9, Mattices Subdivision. According to the 1904 Pueblo Sanborn Insurance Maps, Lots 8 and 9 were developed with individual single-family residences. By 1951, the house on Lot 9 had been demolished leaving only the house on Lot 8. At some point the two lots were combined into one parcel. The house on Lot 8 was condemned and the City demolished the structure in 2007. The site is currently unimproved.

Neighborhood Compatibility:	North	R-2, Single-Family Residential District, developed with single-family residences.
	East	R-2, Single-Family Residential District, developed with single-family residences.
	South	R-2, Single-Family Residential District, developed with single-family residences.
	West	R-2, Single-Family Residential District, developed with single-family residences.

Comprehensive Plan:

The area proposed to be rezoned is designated as Urban Neighborhood by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Urban Neighborhoods are generally located in the central portion of the city and were developed prior to 1950. Such neighborhoods are characterized by uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units.

The proposed rezoning to facilitate the construction of a single-family attached residential structure meets the intent of the Comprehensive Plan by providing a mixture of housing types within the East Side Neighborhood.

Comprehensive Plan Goals and Policies:

Guiding Principal 1, of the 2022 Pueblo Regional Comprehensive Plan, states “rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford” (p. 18). Goal 1.1 of the plan is to “expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels (p.19). The Comprehensive Plan also includes Policy 1.1.7, “Higher Density Housing,” which states high density residential development is to be encouraged in the downtown, urban neighborhoods, and along corridors.

The proposed rezoning to facilitate the construction of a single-family attached residential structure meets the intent of the Comprehensive Plan by providing a mixture of housing types within the East Side Neighborhood.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

- 1) Further the goals and objectives of the comprehensive land use plan, or
 - The rezoning and future development of single-family attached residential furthers the Regional Comprehensive Plan Goal of providing attainable housing. According to the plan, rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs at a price they can afford.
- 2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
 - Not Applicable
- 3) Show that there was a mistake or error made in the original zoning of the property.
 - Not Applicable

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application.

- The application contains the required information.

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

A statement of the facts which the applicant believes justify the amendment:

- The City is requesting to rezone the city owned parcel to RCN to further the goals of the Charter Neighborhood Zone Districts and Comprehensive Plan

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

- The rezoning site is currently undeveloped, the proposed rezoning will facilitate development of a single-family attached residential structure. Because the site was previously developed with two single-family residences, staff does not anticipate any negative effects. The proposed development will provide additional TIF in the East-Side Urban Renewal District.

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

- A zoning exhibit was provided by Pueblo Urban Renewal

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

- The application does not include an estimated time schedule for beginning and completion of the development. The Department of Housing and Citizen Services will continue to work with Pueblo Urban Renewal regarding the transfer and development of the property.

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- Not applicable, this is a City owned property

RECOMMENDED ACTION:

If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate.

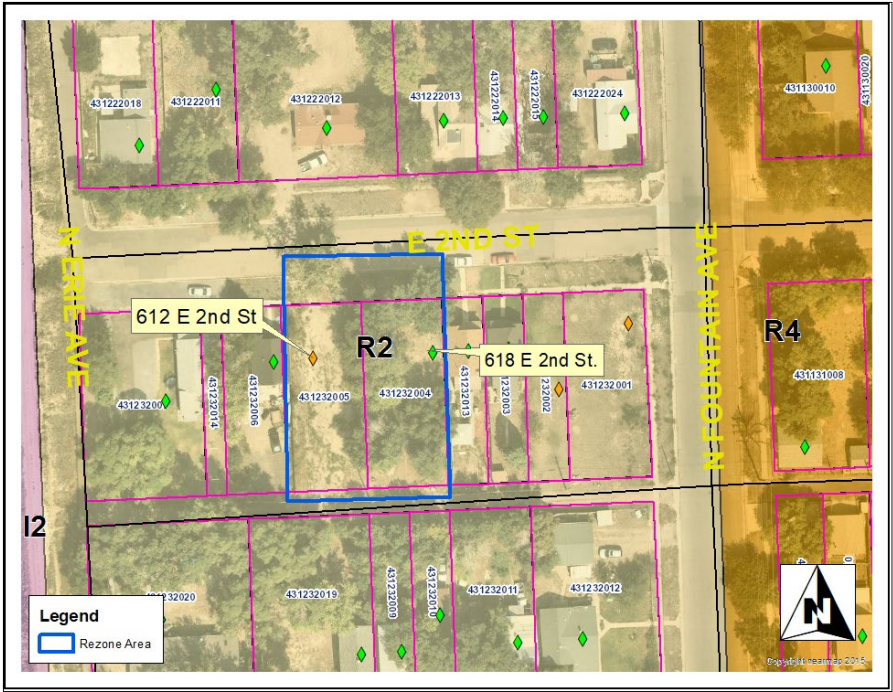
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment

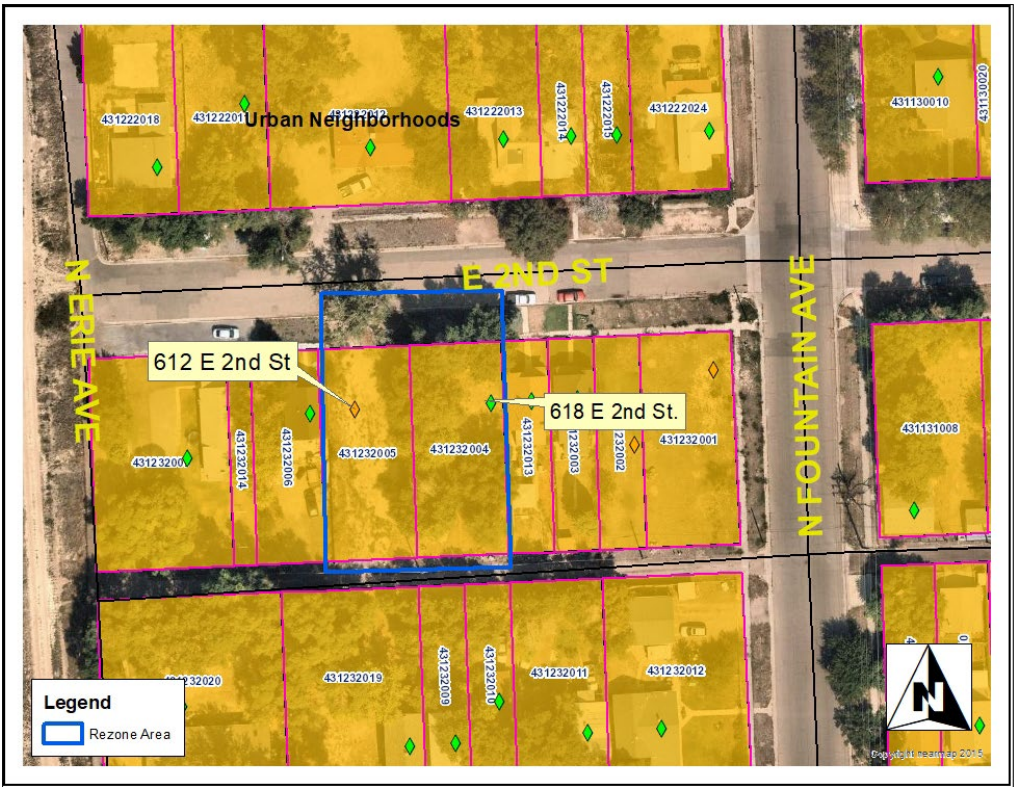
- ATTACHMENTS:**

-

Page 220 of 639



B. Zoning



C. Comprehensive Plan



D. Public Notice looking south from E. 2nd Street



D. Site looking south from E. 2nd Street

(Continued from previous page)

Statement of Facts:

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

Rezoned to allow development of single-family attached residences

Description of area surrounding proposed development:

Single-family Residences

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

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

Estimated date for beginning project:

Estimated date for completion of project:

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

☐ CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (if applicable)

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name: City of Pueblo
Signature: _____ Date: 10-26-22

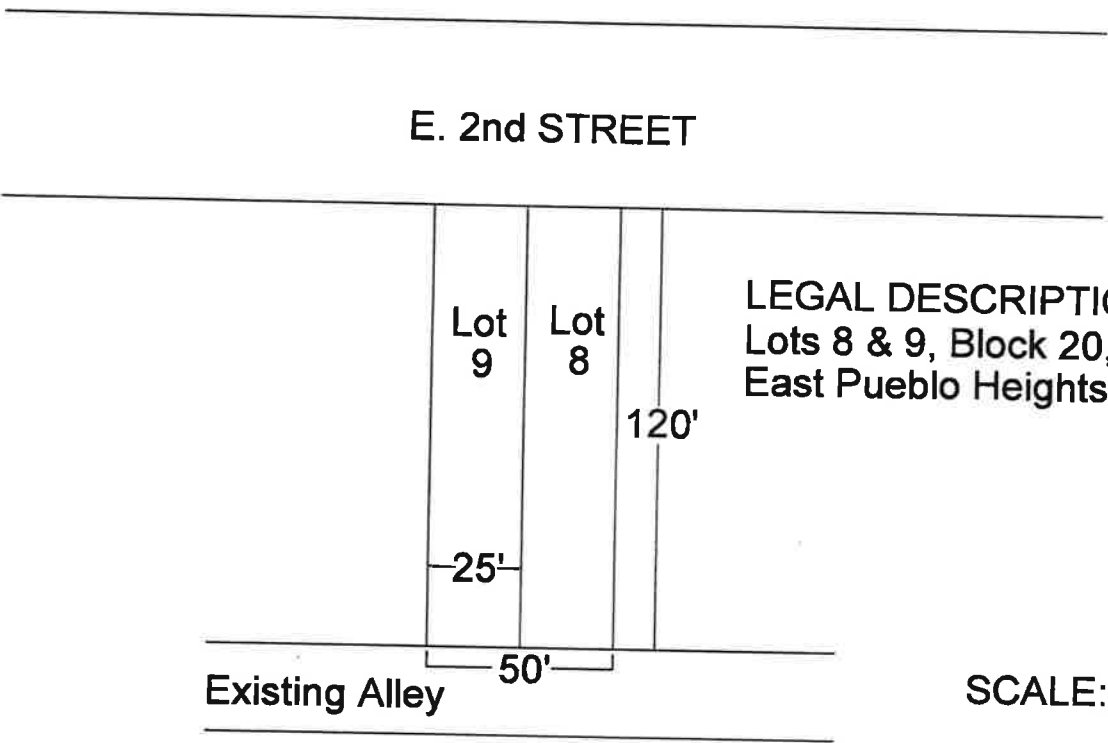
Applicant, if different from Property Owner

Print Name: Beritt Odom
Signature: _____ Date: 10-26-22

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date:	☐ Approved ☐ Denied ☐ Approved w/conditions

612 EAST 2ND STREET
PUEBLO, CO 81001

REQUEST TO REZONE FROM R-2 TO RCN



LEGAL DESCRIPTION:
Lots 8 & 9, Block 20, Mattices Subdivision
East Pueblo Heights

SCALE: 1" = 50'

ZONING EXHIBIT

December 27, 2022

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **City of Pueblo.** for approval of the following application:

Z-22-18 Rezoning: 612 E 2nd Street, Lots 8 and 9, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood

The Planning and Zoning Commission meeting will be held on January, 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

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Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER Z-22-18

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 612 E. 2nd St. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

12/27/2022

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capetta

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 212 E 2nd St., upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12/27/2022

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capetta

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
TENORIO AMADEOUS/TENORIO AMADEO	1019 DAMSON ST	PUEBLO	CO	81001-4326
GONZALES RICHARD ALAN + GONZALES D	103 S FOUNTAIN AVE	PUEBLO	CO	81001-4356
N D T C O TR + FBO ROBERT J LUCERO IRA	1070 W CENTURY DR	LOUISVILLE	CO	80027-1655
GAUNA PAUL/GUANA CHARLENE	1123 25TH LN	PUEBLO	CO	81006-2011
NEIGHBORHOOD HOUSING SERVICES OF PL	1241 E ROUTT AVE	PUEBLO	CO	81004-2908
HOUSING AUTHORITY OF PUEBLO	1414 N SANTA FE AVE	PUEBLO	CO	81003-3732
GARCIA MARCOS R	1790 W MOSIER PL APT 3	DENVER	CO	80223
CARTER BILLIE J	1918 COURT ST	PUEBLO	CO	81003-2613
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
DARLING JAMAI M	226 N FOUNTAIN AVE	PUEBLO	CO	81001-4043
POLK FAMILY TRUST	2441 DUFFIELD DR	COLORADO	CO	80915-4394
ZIMMERMAN EVELIA G	2575 N VAL VISTA RD	APACHE JU	AZ	85119-8506
ANAYA JUDI LEIGH	259 S TELLER ST APT H13	LAKEWOOD	CO	80226-7371
CURRENT RESIDENT	30 N GOULD ST STE 4	SHERIDAN	WY	82901-6317
BARROS CHRISTINA M	347 CHESHIRE DR	BRENTWOOD	CA	94513-2949
ONTIVEROS MARIO CESAR	4048 WILLOW BEND LN	PORT ARTHUR	TX	77642-7227
HERNANDEZ JEAN	603 E 2ND ST	PUEBLO	CO	81001-4018
CURRENT RESIDENT	604 E 3RD ST	PUEBLO	CO	81001-3909
PATINO/MARTINEZ LIVING TRUST	605 E 1ST ST	PUEBLO	CO	81001-4005
VIGIL LILA/PADILLA PRISCILLA/MARQ + DE	606 E 2ND ST	PUEBLO	CO	81001-4019
BROOKS GREGORY SCOTT	610 E 2ND ST	PUEBLO	CO	81001-4019
MARQUEZ DAGOBERTO CHAVEZ	611 E 2ND ST	PUEBLO	CO	81001-4018
TANNER JOY M	619 E 2ND ST	PUEBLO	CO	81001-4018
TIBBE ERNEST TERRANCE	620 E 2ND ST	PUEBLO	CO	81001-4019
DONALD LLOYD A	621 E 1ST ST	PUEBLO	CO	81001-4005
CORDOVA MARY	622 E 2ND ST	PUEBLO	CO	81001-4019
ROBERTS JUSTIN	622 E 3RD ST	PUEBLO	CO	81001-3909
SALAZAR ELOUISE	623 E 1ST ST	PUEBLO	CO	81001-4005
GREAVES PHILLIP R II	623 E 2ND ST	PUEBLO	CO	81001-4018
SHAPIRO STEVEN R/SHAPIRO SHEILAH	626 E 3RD ST	PUEBLO	CO	81001-3909
GONZALEZ GASPAR + GONZALEZ MATILDE	627 E 2ND ST	PUEBLO	CO	81001-4018
GUYETTE LONEY/GUYETTE MARY	628 E 3RD ST	PUEBLO	CO	81001-3909
CANCHOLA DANNY A	701 E 1ST ST	PUEBLO	CO	81001-4007
MONTOYA VICTORIA L	703 E 1ST ST	PUEBLO	CO	81001-4007
BUSTAMANTE BETTY D	705 E 1ST ST	PUEBLO	CO	81001-4007
MARMOLEJO DAVID I + MARMOLEJO ESPE	705 E 2ND ST	PUEBLO	CO	81001-4020
SALGADO PROCOPIO	706 E 2ND ST	PUEBLO	CO	81001-4021
OHMANS J DOUG	906 E 6TH ST	PUEBLO	CO	81001-3717
QUIJADA CARLOS A	921 E 14TH ST	PUEBLO	CO	81001-9626
SPOONER CHARLES EDWARD III	PO BOX 11381	PUEBLO	CO	81001-0381
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
IMBLUM NORMAN E	PO BOX 55	AVONDALE	CO	81022-0055
COLO AND SOUTHERN RR CO RT OF WA	PO BOX 961089	FORT WORTH	TX	76161-0089



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 618 EAST 2ND STREET, LOTS 6 AND 7 BLOCK 20, MATTICES SUBDIVISION, EAST PUEBLO HEIGHTS, FROM R-2, SINGLE FAMILY RESIDENTIAL TO RCN, RESIDENTIAL CHARTER NEIGHBORHOOD

SUMMARY:

The City is requesting to rezone 618 East 2nd Street, lots 6 and 7 block 20, Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood for future development.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Similar to the 612 East 2nd Street property; the City of Pueblo demolished a condemned residence located at 618 East 2nd in 2007. In 2012, the City acquired the property through a Treasurers Deed due to unpaid taxes and liens. Pueblo Urban Renewal Authority (PURA) approached the Department of Housing and Citizen Services to acquire the property to develop a single-family attached residence on the parcel. The single family attached residence will include two separate dwelling units on each lot (lots 6 and 7), the dwelling units will be attached by a common wall but sold separately. The Residential Charter Neighborhood (RCN) Zone District allows single-family attached residences as a use by right, the existing R-2, Single Family Residential District allows a residence, two-family as a use by review, requiring Zoning Board of Appeals approval. Because PURA would like to sell the individual units, the RCN Zone District is a more appropriate zone district for the preferred development. The intent of the RCN Zone District is to "maintain the character of the City's original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating." Development within the 600 Block of East 2nd Street consists of

primarily single-family homes on a variety of lot sizes. Presently, there are three single-family residences that occupy 25 by 120-foot lots within the 600 Block of East 2nd Street with minimal side-yard setbacks. The construction of a single-family attached house at 618 East 2nd is complimentary to the existing development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 11, 2023 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance the property will not be zoned in accordance with the Pueblo Municipal Code.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. P_Z Report

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO
REZONE 618 EAST 2ND STREET, LOTS 6 AND 7 BLOCK 20,
MATTICES SUBDIVISION, EAST PUEBLO HEIGHTS, FROM R-2,
SINGLE FAMILY RESIDENTIAL TO RCN, RESIDENTIAL
CHARTER NEIGHBORHOOD

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single Family Residential to RCN, Residential Charter Neighborhood:

Lots 6 and 7, Block 20, Mattices Subdivision

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

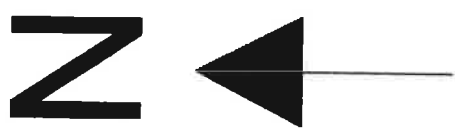
☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

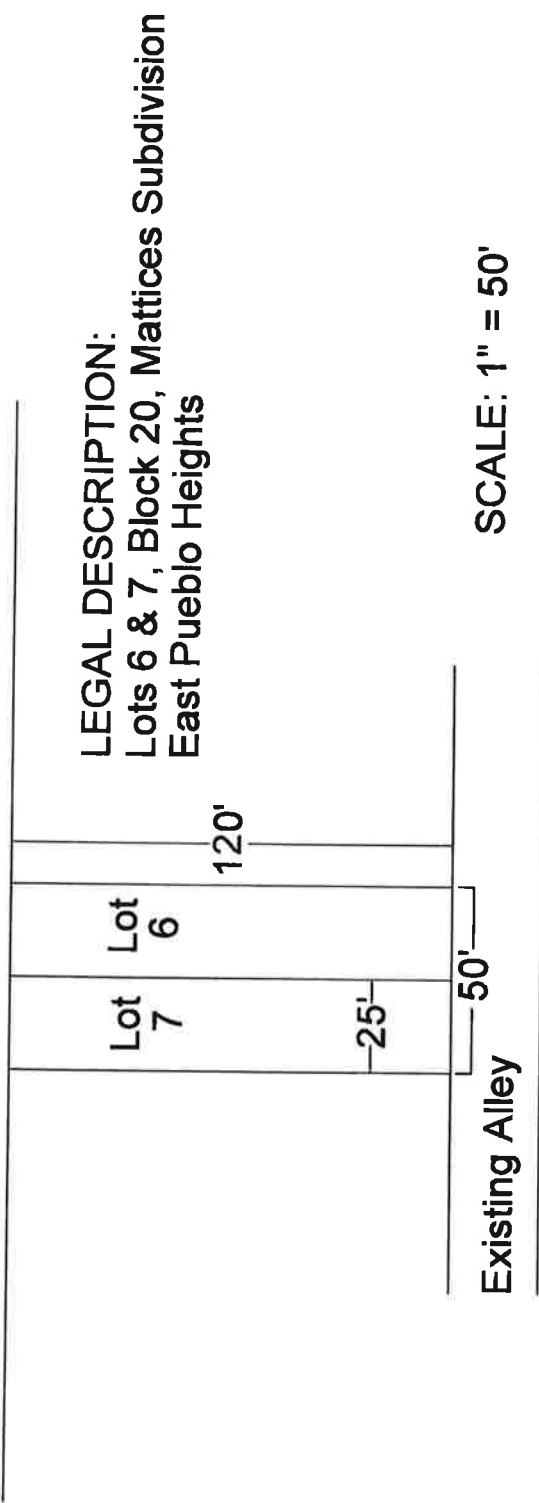
City Clerk

618 EAST 2ND STREET
PUEBLO, CO 81001



REQUEST TO REZONE FROM R-2 TO RCN

E. 2nd STREET

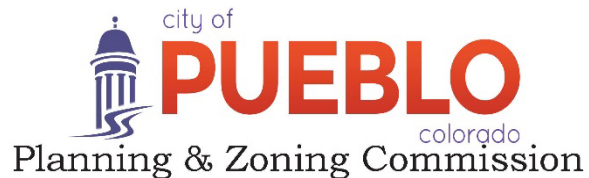


ZONING EXHIBIT

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, January 11, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

Commissioners Absent: None

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

5. Z-22-19 Rezone: 618 E 2nd Street, Lots 6 and 7, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

Discussion: Principal Planner Beritt Odom provided Staff Report. Applicant, Tony Acri, Urban Renewal, testified in favor on behalf of the city. Joy Tanner, testified in opposition via Zoom.

Commission Action: Bailey moved to approve the Rezone, seconded by Avalos.

Motion Passed: 7-0.

Z-22-19

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: January 11, 2023

SUBJECT: Rezone from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

APPLICANT: City of Pueblo

PROPERTY OWNER: City of Pueblo

LOCATION: 618 E. 2nd Street

CONCURRENT REQUEST(S): None

REQUEST:

The City is requesting to rezone 618 E. 2nd Street, Lots 6 and 7 Block 20, Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

BACKGROUND AND ANALYSIS:

Similar to the 612 E. 2nd property; the City of Pueblo demolished a condemned residence located at 618 E. 2nd in 2007. In 2012, the City acquired the property through a Treasurers Deed due to unpaid taxes and liens. Pueblo Urban Renewal approached the Department of Housing and Citizen Services to acquire the property to develop a single-family attached residence on the parcel. The single family attached residence will include two separate dwelling units on each lot (lots 6 and 7), the dwelling units will be attached by a common wall but sold separately. The Residential Charter Neighborhood (RCN) Zone District allows single-family attached residences as a use by right, the existing R-2, Single Family Residential District allows a residence, two-family as a use by review, requiring Zoning Board of Appeals review. Because PURA would like to sell the individual units, the RCN Zone District is a more appropriate zone district for the preferred development.

The intent of the RCN Zone District is to “maintain the character of the City’s original neighborhoods, sometimes referred to as Charter Neighborhoods, while meeting modern needs and standards. These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating.” Development within the 600 Block of E. 2nd Street consists of primarily single-family homes on a variety of lot sizes. Presently, there are three single-family residences that occupy 25 by 120-foot lots within the 600 Block of E. 2nd Street with minimal side-yard setbacks. The construction of a single-family attached house at 618 E. 2nd is complimentary to the existing development.

CHARACTER AND COMPATIBILITY WITH THE NEIGHBORHOOD:

Site Character: 618 E. 2nd Street is comprised of two lots, Lots 6 and 7, Mattices Subdivision. According to the 1904 Pueblo Sanborn Insurance Maps, Lots 6 and 7 were developed with individual single-family residences. By 1951, the house on Lot 7 had been demolished leaving only the house on Lot 6. At some point the two lots were combined into one parcel. The house on Lot 6 was condemned and the City demolished the structure in 2007. The site is currently unimproved.

Neighborhood Compatibility:	North	R-2, Single-Family Residential District, developed with single-family residences.
	East	R-2, Single-Family Residential District, developed with single-family residences.
	South	R-2, Single-Family Residential District, developed with single-family residences.
	West	R-2, Single-Family Residential District, developed with single-family residences.

Comprehensive Plan:

The area proposed to be rezoned is designated as Urban Neighborhood by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Urban Neighborhoods are generally located in the central portion of the city and were developed prior to 1950. Such neighborhoods are characterized by uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units.

The proposed rezoning to facilitate the construction of a single-family attached residential structure meets the intent of the Comprehensive Plan by providing a mixture of housing types within the East Side Neighborhood.

Comprehensive Plan Goals and Policies:

Guiding Principal 1, of the 2022 Pueblo Regional Comprehensive Plan, states “rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs, at a price they can afford” (p. 18). Goal 1.1 of the plan is to “expand housing options to meet the needs of existing and future residents of all ages, abilities, and income levels (p.19). The Comprehensive Plan also includes Policy 1.1.7, “Higher Density Housing,” which states high density residential development is to be encouraged in the downtown, urban neighborhoods, and along corridors.

The proposed rezoning to facilitate the construction of a single-family attached residential structure meets the intent of the Comprehensive Plan by providing a mixture of housing types within the East Side Neighborhood.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

- 1) Further the goals and objectives of the comprehensive land use plan, or
 - The rezoning and future development of single-family attached residential furthers the Regional Comprehensive Plan Goal of providing attainable housing. According to the plan, rising housing costs and a constrained housing supply have made it increasingly difficult for many people to find housing that meets their needs at a price they can afford.
- 2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
 - Not Applicable
- 3) Show that there was a mistake or error made in the original zoning of the property.
 - Not Applicable

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application.

- The application contains the required information.

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

A statement of the facts which the applicant believes justify the amendment:

- The City is requesting to rezone the city owned parcel to RCN to further the goals of the Charter Neighborhood Zone Districts and Comprehensive Plan

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

- The rezoning site is currently undeveloped, the proposed rezoning will facilitate development of a single-family attached residential structure. Because the site was previously developed with two single-family residences, staff does not anticipate any negative effects. The proposed development will provide additional TIF in the East-Side Urban Renewal District.

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

- A zoning exhibit was provided by Pueblo Urban Renewal

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

- The application does not include an estimated time schedule for beginning and completion of the development. The Department of Housing and Citizen Services will continue to work with Pueblo Urban Renewal regarding the transfer and development of the property.

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- Not applicable, this is a City owned property

RCOMMENDED ACTION:

If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate.

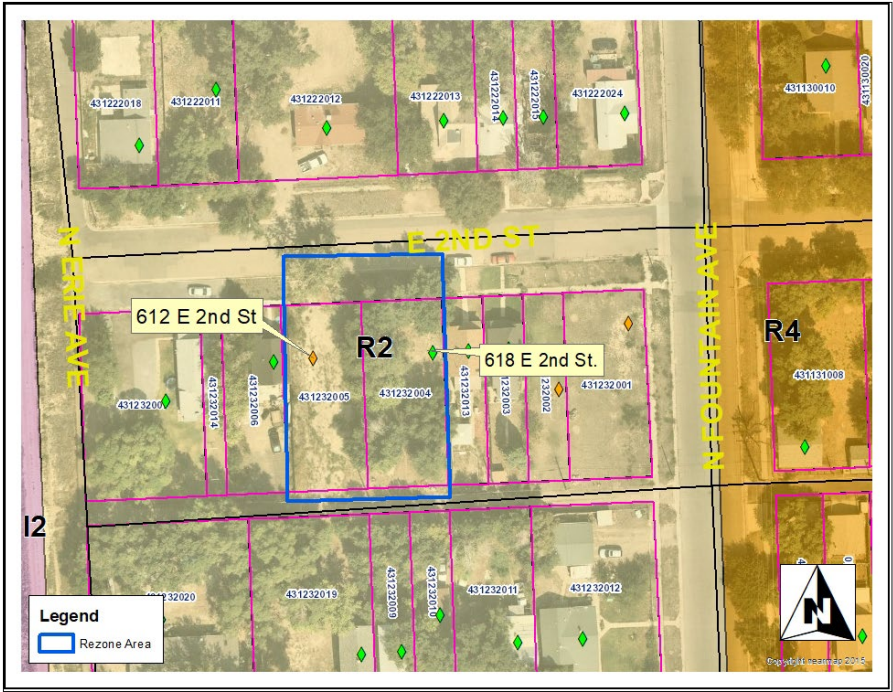
REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment

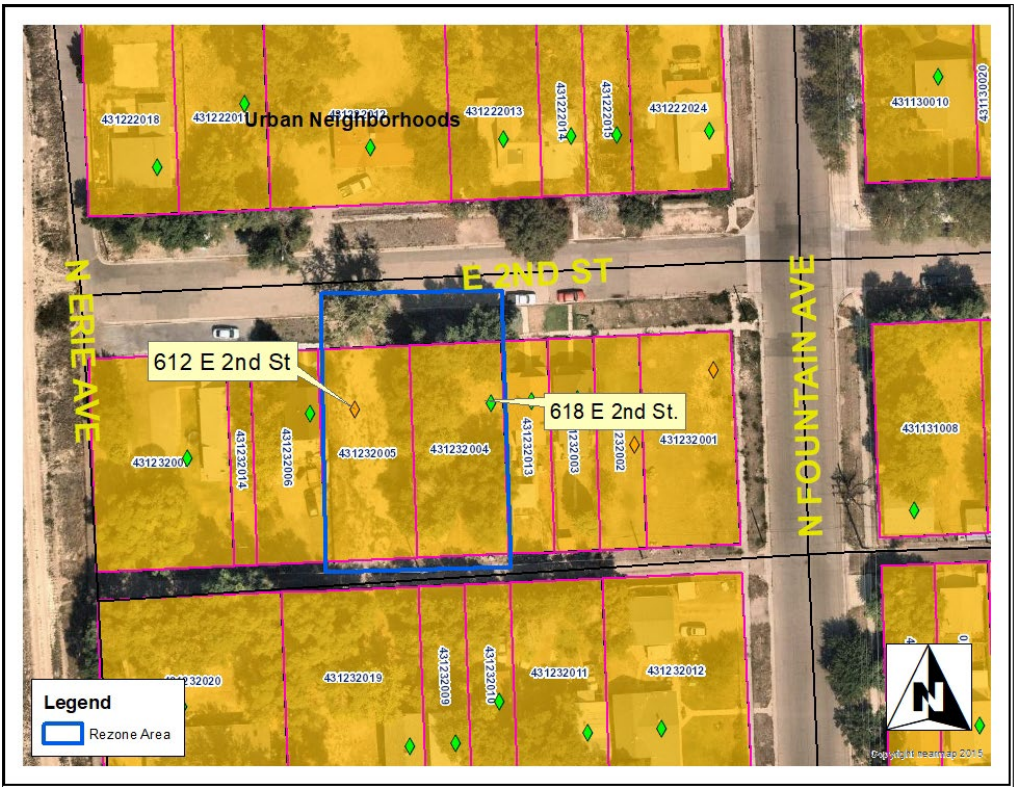
- ATTACHMENTS:**

-
- Legend**
- Rezone Area

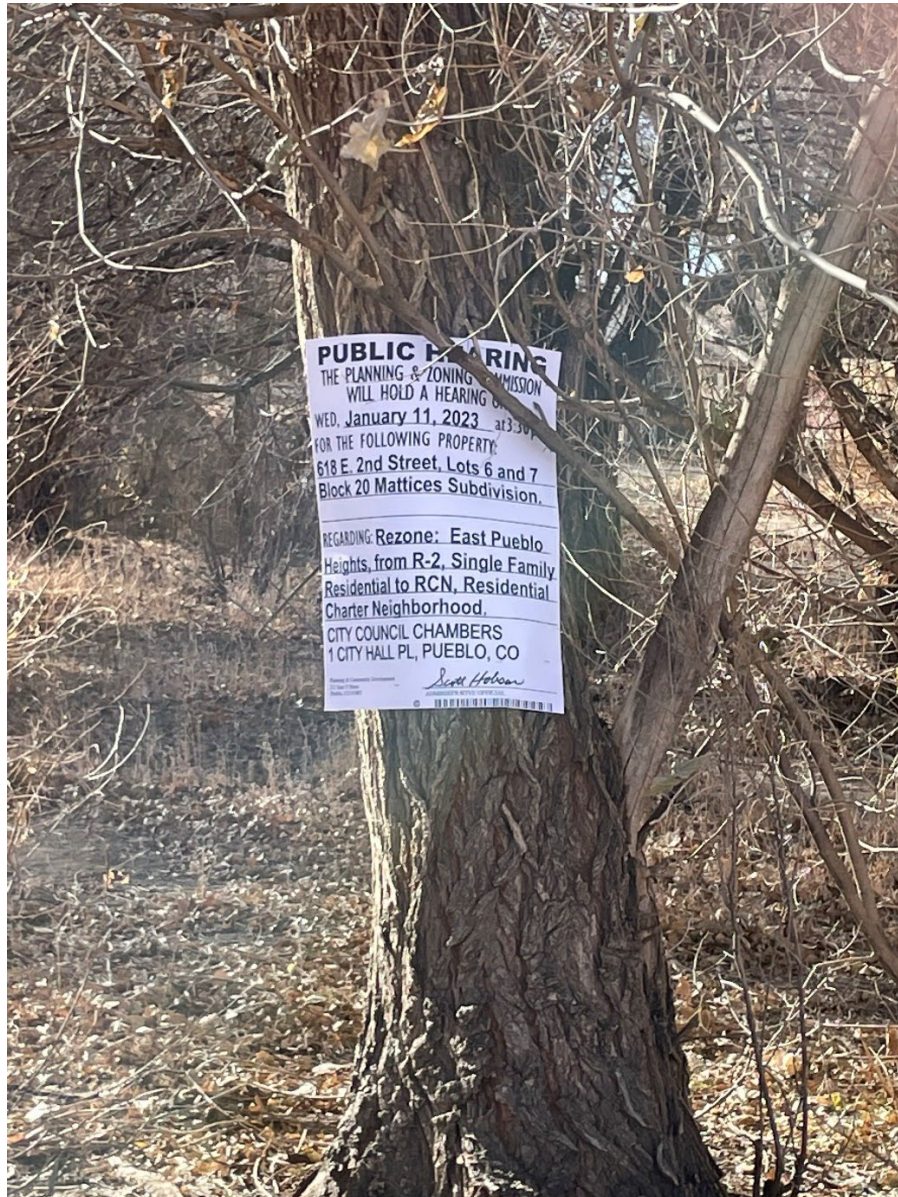
Page 241 of 639



B. Zoning



C. Comprehensive Plan



D. Public Notice looking south from E. 2nd Street



D. Site looking south from E. 2nd Street

Planning & Zoning Map Amendment Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: <u>City of Pueblo</u>	
Company:	
Address: <u>1 City Hall Place</u>	Zip: <u>81003</u>
Phone: <u>(719) 553-2339</u>	Email: <u>bdolom@pueblo.us</u>
Applicant	
Name: <u>Same</u>	
Company:	
Address:	Zip:
Phone: ()	Email:
Person of Firm Representing Owner or Applicant	
Name:	
Company:	
Address:	Zip:
Phone: ()	Email:
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location:	
(address or general description) <u>618 E. 2nd St.</u>	
Legal Description: <u>Lots 6a7, Blk 20 Mattices Sub. E. Pueblo Heights</u>	
Subdivision:	Acreage: <u>6,000 sq. ft.</u>
Existing Zone District: <u>R-2</u>	Proposed Zone District: <u>RCN</u>
Purpose of this Application:	
☒ To permit development of the property not allowed under the existing zone district. ☐ To provide proper zone district in conjunction with the subdivision plan for the area. ☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning. ☐ Other (specify): _____ _____	

(Continue Next Page)

(Continued from previous page)

Statement of Facts:

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

Rezoned to allow development of single-family attached
Residences

Description of area surrounding proposed development:

Single-family Residences

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



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

Estimated date for beginning project:

Estimated date for completion of project:

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.



CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted.
(if applicable)

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

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name: City of Pueblo

Signature: Date: 10-26-22

Applicant, if different from Property Owner

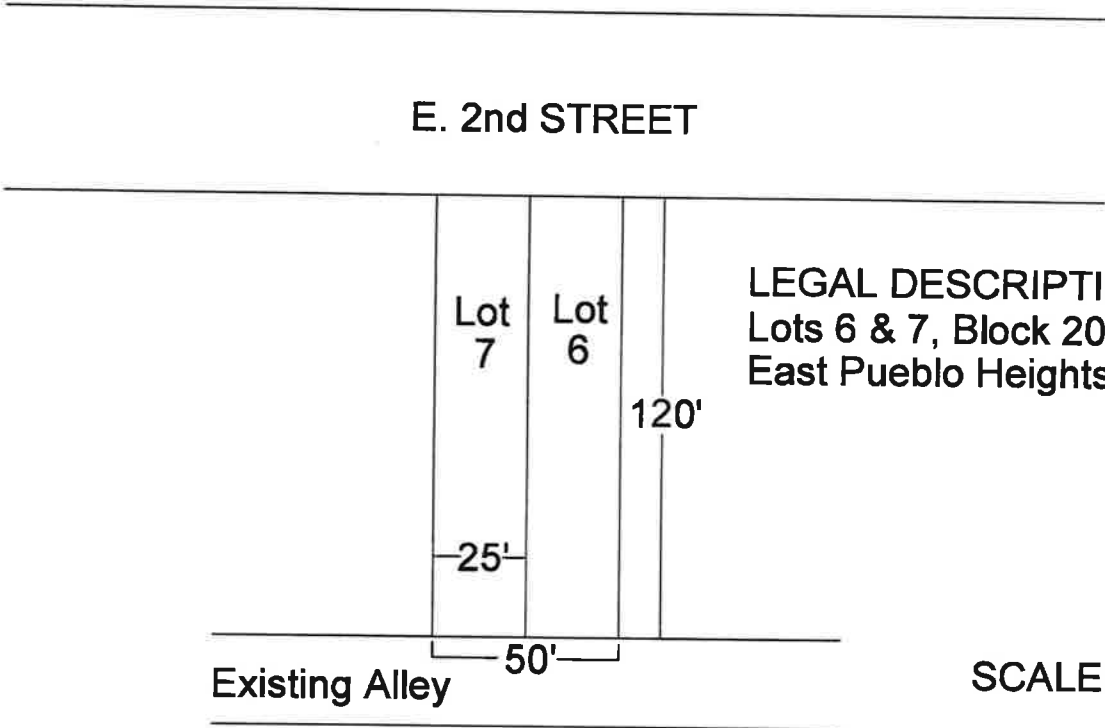
Print Name: Beritt Odom

Signature: Date: 10-26-22

Office Use Only	Zoning Compliance (Completed by City Staff)	
	Application received by:	Date:
	Application checked for completeness by:	Date:
	Case Manager:	Fee Paid:
	Hearing date:	☐ Approved ☐ Denied ☐ Approved w/conditions

618 EAST 2ND STREET
PUEBLO, CO 81001

REQUEST TO REZONE FROM R-2 TO RCN



LEGAL DESCRIPTION:
Lots 6 & 7, Block 20, Mattices Subdivision
East Pueblo Heights

SCALE: 1" = 50'

ZONING EXHIBIT

December 27, 2022

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **City of Pueblo.** for approval of the following application:

Z-22-19 Rezoning: 618 E 2nd Street, Lots 6 and 7, Block 20 Mattices Subdivision, East Pueblo Heights, from R-2, Single Family Residential to RCN, Residential Charter Neighborhood.

The Planning and Zoning Commission meeting will be held on January, 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbmlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

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Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER Z-22-19

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 618 E. 2nd St. to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

12/27/2022

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capella

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 618 E 2nd St., upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

12/27/2022

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Capella

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
TENORIO AMADEOUS/TENORIO AMADEO	1019 DAMSON ST	PUEBLO	CO	81001-4326
GONZALES RICHARD ALAN + GONZALES D	103 S FOUNTAIN AVE	PUEBLO	CO	81001-4356
N D T C O TR + FBO ROBERT J LUCERO IRA	1070 W CENTURY DR	LOUISVILLE	CO	80027-1655
GAUNA PAUL/GUANA CHARLENE	1123 25TH LN	PUEBLO	CO	81006-2011
NEIGHBORHOOD HOUSING SERVICES OF PL	1241 E ROUTT AVE	PUEBLO	CO	81004-2908
HOUSING AUTHORITY OF PUEBLO	1414 N SANTA FE AVE	PUEBLO	CO	81003-3732
GARCIA MARCOS R	1790 W MOSIER PL APT 3	DENVER	CO	80223
CARTER BILLIE J	1918 COURT ST	PUEBLO	CO	81003-2613
PUEBLO COUNTY	215 W 10TH ST	PUEBLO	CO	81003-2945
DARLING JAMAI M	226 N FOUNTAIN AVE	PUEBLO	CO	81001-4043
POLK FAMILY TRUST	2441 DUFFIELD DR	COLORADO	CO	80915-4394
ZIMMERMAN EVELIA G	2575 N VAL VISTA RD	APACHE JU	AZ	85119-8506
ANAYA JUDI LEIGH	259 S TELLER ST APT H13	LAKEWOOD	CO	80226-7371
CURRENT RESIDENT	30 N GOULD ST STE 4	SHERIDAN	WY	82901-6317
BARROS CHRISTINA M	347 CHESHIRE DR	BRENTWOOD	CA	94513-2949
ONTIVEROS MARIO CESAR	4048 WILLOW BEND LN	PORT ARTHUR	TX	77642-7227
HERNANDEZ JEAN	603 E 2ND ST	PUEBLO	CO	81001-4018
CURRENT RESIDENT	604 E 3RD ST	PUEBLO	CO	81001-3909
PATINO/MARTINEZ LIVING TRUST	605 E 1ST ST	PUEBLO	CO	81001-4005
VIGIL LILA/PADILLA PRISCILLA/MARQ + DE	606 E 2ND ST	PUEBLO	CO	81001-4019
BROOKS GREGORY SCOTT	610 E 2ND ST	PUEBLO	CO	81001-4019
MARQUEZ DAGOBERTO CHAVEZ	611 E 2ND ST	PUEBLO	CO	81001-4018
TANNER JOY M	619 E 2ND ST	PUEBLO	CO	81001-4018
TIBBE ERNEST TERRANCE	620 E 2ND ST	PUEBLO	CO	81001-4019
DONALD LLOYD A	621 E 1ST ST	PUEBLO	CO	81001-4005
CORDOVA MARY	622 E 2ND ST	PUEBLO	CO	81001-4019
ROBERTS JUSTIN	622 E 3RD ST	PUEBLO	CO	81001-3909
SALAZAR ELOUISE	623 E 1ST ST	PUEBLO	CO	81001-4005
GREAVES PHILLIP R II	623 E 2ND ST	PUEBLO	CO	81001-4018
SHAPIRO STEVEN R/SHAPIRO SHEILAH	626 E 3RD ST	PUEBLO	CO	81001-3909
GONZALEZ GASPAR + GONZALEZ MATILDE	627 E 2ND ST	PUEBLO	CO	81001-4018
GUYETTE LONEY/GUYETTE MARY	628 E 3RD ST	PUEBLO	CO	81001-3909
CANCHOLA DANNY A	701 E 1ST ST	PUEBLO	CO	81001-4007
MONTOYA VICTORIA L	703 E 1ST ST	PUEBLO	CO	81001-4007
BUSTAMANTE BETTY D	705 E 1ST ST	PUEBLO	CO	81001-4007
MARMOLEJO DAVID I + MARMOLEJO ESPE	705 E 2ND ST	PUEBLO	CO	81001-4020
SALGADO PROCOPIO	706 E 2ND ST	PUEBLO	CO	81001-4021
OHMANS J DOUG	906 E 6TH ST	PUEBLO	CO	81001-3717
QUIJADA CARLOS A	921 E 14TH ST	PUEBLO	CO	81001-9626
SPOONER CHARLES EDWARD III	PO BOX 11381	PUEBLO	CO	81001-0381
CITY OF PUEBLO A MUNICIPAL CORPORAT	PO BOX 1427	PUEBLO	CO	81002-1427
IMBLUM NORMAN E	PO BOX 55	AVONDALE	CO	81022-0055
COLO AND SOUTHERN RR CO RT OF WA	PO BOX 961089	FORT WORTH	TX	76161-0089



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE VACATING THE ENTIRE SUMMO COURT RIGHT-OF-WAY, SELECT SIDEWALK, PUBLIC ACCESS, UTILITY, AND DRAINAGE EASEMENTS IN LOTS 1-12, BLOCK 2, PINION RIDGE COMMERCIAL CENTER SUBDIVISION

SUMMARY:

The applicant is requesting to vacate the entire Summo Court right-of-way, select sidewalk, public access, utility, and drainage easements in Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The applicant is proposing to vacate Summo Court (60' ROW) and multiple easements dedicated for sidewalk, utility, access and drainage in Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision, which was platted and recorded in 2009. The original development consisted of 12 lots for commercial development and each lot had its own access, utility, and drainage easements. The purpose of this vacation request is to facilitate rearrangement of the existing 12 lots into one large, 18-acre, commercial lot for the development of a travel center. The entirety of Summo Court will be vacated (.8 acres) and all the interior easements for access, sidewalk, utilities, and drainage will be vacated totaling 2.28 acres between the road and all other easements. Access will be provided to the newly rearranged site from Elizabeth Street. The existing drainage easements on the northern, southern, eastern, and western property lines will remain from the original subdivision. All stormwater will be directed into the existing 92,244 sq. ft. drainage easement, located along the eastern periphery of the site. Once the twelve individual lots are rearranged into one lot, the easements and Summo Court right-of-way will no longer be required and vacating them will not cause any hardships or hinder future infrastructure and utility operation.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their December 14, 2022, Regular Meeting, voted 4-0 to recommend approval. Commissioners Aznar, Martinez, and Pasternak absent.

STAKEHOLDER PROCESS:

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

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

ALTERNATIVES:

If City Council does not approve this Ordinance, Fir Street and multiple drainage and public utility easements would remain which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. P_Z Report

ORDINANCE NO.

AN ORDINANCE VACATING THE ENTIRE SUMMO COURT RIGHT-OF-WAY, SELECT SIDEWALK, PUBLIC ACCESS, UTILITY, AND DRAINAGE EASEMENTS IN LOTS 1-12, BLOCK 2, PINION RIDGE COMMERCIAL CENTER SUBDIVISION

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

The following described street and drainage and public utility easements:

ALL OF LOTS 1-12, BLOCK 2, PINION RIDGE COMMERCIAL CENTER, RECORDED UNDER RECEPTION NUMBER 1795379 OF THE PUEBLO COUNTY, COLORADO RECORDS AND VACATED SUMMO DRIVE BEING WITHIN THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, U.S. SURVEY BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE NORTHWEST CORNER OF LOT 1, BLOCK 2, PINION RIDGE COMMERCIAL CENTER; THENCE SOUTH 89°17'18" EAST 1312.32 FEET; THENCE SOUTH 17°23'05" WEST 635.29 FEET; THENCE SOUTH 47°28'13" WEST 14.93 FEET; THENCE SOUTH 62°56'05" WEST 115.88 FEET; THENCE SOUTH 76°09'36" WEST 103.58 FEET; THENCE SOUTH 86°58'50" WEST 601.69 FEET; THENCE NORTH 88°43'49" WEST 195.00 FEET; THENCE NORTH 01°16'01" EAST 173.27 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1295.00 FEET, AN ARC LENGTH OF 580.89 FEET, A DELTA ANGLE OF 25°42'04", A CHORD BEARING OF NORTH 11°35'01" WEST, AND A CHORD LENGTH OF 576.04 FEET TO THE POINT OF BEGINNING.

CONTAINING 793112 SQUARE FEET OR 18.207 ACRES

are hereby vacated.

SECTION 2.

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

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

PINION RIDGE COMMERCIAL CENTER SUBDIVISION, FILING NO. 1

STREET AND EASEMENT VACATION

PART OF THE NORTHWEST QUARTER OF SECTION 1, TOWNSHIP 20 SOUTH, RANGE 65 WEST, 6TH PRINCIPAL MERIDIAN, U.S. SURVEY

PUEBLO CITY, PUEBLO COUNTY, COLORADO

SEPTEMBER, 2022

9536000020
RICE & RICE INC.9536000040
RICE & RICE INC.

S89°19'52"E 2595.64'

NORTH QUARTER CORNER OF
SECTION 1, TOWNSHIP 20
SOUTH, RANGE 65 WEST, 6TH
PRINCIPAL MERIDIAN, U.S.
SURVEY, NOT FOUNDNORTHWEST CORNER OF SECTION
1, TOWNSHIP 20 SOUTH, RANGE
65 WEST, 6TH PRINCIPAL
MERIDIAN, U.S. SURVEY, FOUND
ALUMINUM CAP MARKED "M&A
INC" PLS16128FOUND REBAR &
CAP MARKED "M&A
INC PLS16128"FOUND REBAR &
CAP MARKED "M&A
PLS 16128"FOUND REBAR &
CAP MARKED
"M&A PLS 16120"FOUND ALUMINUM
CAP MARKED
"DB&CO. PLS
23515"EXISTING
ASPHALT ROAD
ENCROACHES
ONTO PROPERTY
5.2 FEET20' DRAINAGE
EASEMENT
TYPICALFOUND REBAR &
CAP MARKED "M&A
PLS 16128"20' DRAINAGE
EASEMENT (10' EACH
SIDE) TYPICAL20' DRAINAGE
EASEMENT (10' EACH
SIDE) TYPICAL20' DRAINAGE
EASEMENT (10' EACH
SIDE) TYPICAL

LOT 4, BLOCK 2

FOUND REBAR &
CAP MARKED "M&A
INC. PLS16128"20' DRAINAGE
EASEMENT (10' EACH
SIDE) TYPICAL

LOT 3, BLOCK 3

50'X50' PUBLIC
ACCESS, SIDEWALK,
AND UTILITY EASEMENT10' PUBLIC ACCESS,
SIDEWALK, AND
LANDSCAPE EASEMENT

LOT 2, BLOCK 3

50'X50' PUBLIC
ACCESS, SIDEWALK,
AND UTILITY EASEMENT

LOT 1, BLOCK 3

EXCEPTION 18
TEMPORARY
TURN-AROUND
EASEMENT20' DRAINAGE
EASEMENTFOUND REBAR &
CAP MARKED "M&A
INC PLS13120"ELIZABETH STREET
(PUBLIC ROAD)

POINT OF BEGINNING

L1

C1

L2

C3

C4

S88°43'59"E 347.88'

SUMMO DRIVE (PUBLIC ROAD)

N88°43'59"W 347.88'

10' DRAINAGE
EASEMENT
TYPICAL10' DRAINAGE
EASEMENT
TYPICAL20' DRAINAGE
EASEMENT (10' EACH
SIDE) TYPICALFOUND REBAR &
CAP MARKED "M&A
INC PLS15128"10' DRAINAGE
EASEMENT
TYPICAL10' DRAINAGE
EASEMENT
TYPICAL20' DRAINAGE
EASEMENT (10' EACH
SIDE) TYPICALFOUND REBAR &
CAP MARKED "M&A
INC PLS16120"20' DRAINAGE
EASEMENT (10' EACH
SIDE) TYPICAL50' PUBLIC ACCESS,
SIDEWALK, AND
UTILITY EASEMENT
(25' EACH SIDE OF
LOT LINE)20' DRAINAGE
EASEMENT (10' EACH
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UTILITY EASEMENT
(25' EACH SIDE OF
LOT LINE)FOUND REBAR &
CAP MARKED "M&A
INC. PLS16123"FOUND REBAR &
CAP MARKED "M&A
INC. PLS16120"FOUND REBAR &
CAP MARKED "M&A
INC. PLS16120"FOUND ALUMINUM
CAP MARKED
"DB&CO." PLS23515"

DRAINAGE EASEMENT

I-25 FRONTAGE ROAD

LEGEND

-  = SECTION CORNER
-  = FOUND AS NOTED
-  = ROAD CENTERLINE
-  = SECTION/MONUMENT LINE
-  = ADJOINING PROPERTY/
EXISTING LOT LINE
-  = EXISTING FENCE LINE
-  = STREET VACATION
-  = EASEMENT VACATION

60 0 60 120 180
Scale: 1" = 60'

STREET AND EASEMENT VACATION DESCRIPTION

A STREET AND EASEMENT VACATION FOR SUMMO DRIVE AND ALL INTERIOR PUBLIC ACCESS, SIDEWALK, UTILITY, LANDSCAPE, AND DRAINAGE EASEMENTS LOCATED WITHIN LOTS 1-12, BLOCK 2, PINION RIDGE COMMERCIAL CENTER, RECORDED UNDER RECEPTION NUMBER 1795379 OF THE PUEBLO COUNTY, COLORADO RECORDS, AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHWEST CORNER OF LOT 1, BLOCK 2, PINION RIDGE COMMERCIAL CENTER; THENCE NORTH 79°28'22" EAST 54.58 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 495.00 FEET, AN ARC LENGTH OF 101.89 FEET, A DELTA ANGLE OF 11°47'39", A CHORD BEARING OF NORTH 85°22'12" EAST, AND A CHORD LENGTH OF 101.71 FEET; THENCE SOUTH 88°43'59" EAST 347.88 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE RIGHT WITH A RADIUS OF 52.00 FEET, AN ARC LENGTH OF 262.77 FEET, A DELTA ANGLE OF 289°31'52", A CHORD BEARING OF SOUTH 01°16'01" WEST, AND A CHORD LENGTH OF 60.00 FEET; THENCE NORTH 88°43'59" WEST 347.88 FEET; THENCE ALONG A TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 435.00 FEET, AN ARC LENGTH OF 89.54 FEET, A DELTA ANGLE OF 11°47'39", A CHORD BEARING OF SOUTH 85°22'12" WEST, AND A CHORD LENGTH OF 89.39 FEET; THENCE SOUTH 79°28'22" WEST 54.58 FEET; THENCE ALONG A NON-TANGENT CURVE TURNING TO THE LEFT WITH A RADIUS OF 1295.00 FEET, AN ARC LENGTH OF 60.01 FEET, A DELTA ANGLE OF 02°39'18", A CHORD BEARING OF NORTH 10°31'38" WEST, AND A CHORD LENGTH OF 60.00 FEET TO THE POINT OF BEGINNING.

TOGETHER WITH ALL INTERIOR PUBLIC ACCESS, SIDEWALK, UTILITY, LANDSCAPE, AND DRAINAGE EASEMENTS LOCATED WITHIN LOTS 1-12, BLOCK 2, PINION RIDGE COMMERCIAL CENTER AS SHOWN HEREON.

LINE TABLE

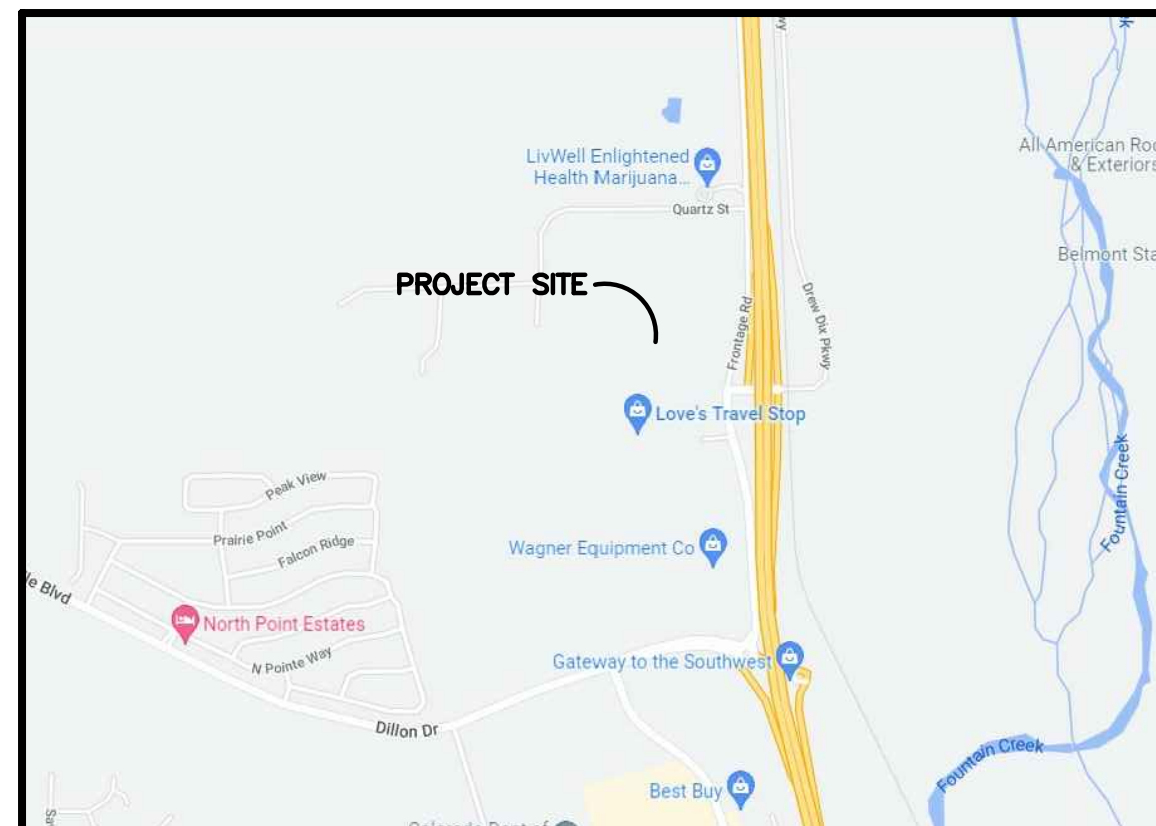
LINE	BEARING	DISTANCE
L1	N79°28'22"E	54.58'
L2	S79°28'22"W	54.58'

CURVE TABLE

#	RADIUS	ARC LENGTH	CHD LENGTH	TANGENT	CHD BEARING	DELTA
C1	495.00'	101.89'	101.71'	51.13'	N85°22'12"E	11°47'39"
C2	52.00'	262.77'	60.00'	36.73'	S01°16'01"W	289°31'52"
C3	435.00'	89.54'	89.39'	44.93'	S85°22'12"W	11°47'39"
C4	1295.00'	60.01'	60.00'	30.01'	N10°31'38"W	2°39'18"

RESERVATIONS: NONE
PURPOSE: VACATION
PREPARED UNDER MY SUPERVISION.

DATE OF SURVEY: 9-7-2022
DATE SIGNED:
TREVOR J. HATCH, P.L.S.
COLORADO NUMBER: 0038616

VICINITY MAP
NOT TO SCALE

REVISIONS	DESCRIPTION
DATE	

STREET AND EASEMENT VACATION

PART OF THE NW QUARTER OF SECTION 1, T20S., R.65W., 6TH PRINCIPAL MERIDIAN, U.S. SURVEY

PUEBLO CITY, PUEBLO COUNTY, COLORADO

LV PETROLEUM LLC

Project Info.

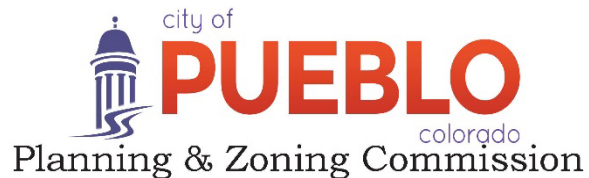
Surveyor: T. HATCH
Designer: N. ANDERSON
Begin Date: 9-7-22
Name: PUEBLO CITY
VACATION
Scale: 1"=60'
Checked: _____
Number: 7950-08

Sheet	1
1	Sheets

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, December 14, 2022 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNfZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:46 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, and Lisa Bailey.

Commissioners Absent: Alexandra Aznar, Sarah Martinez, and Christopher Pasternak.

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Bailey moved to approve the November 09, 2022, agenda Commission Public Hearing. Motion was seconded by Spinuzzi. Motion passed 4-0, (Aznar, Martinez, and Pasternak absent).

4. V-22-07 Vacation: Vacation of drainage, public access, sidewalk, utility easements and. Sumo Court, Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision Filing No.1. Located at the northeast corner of Elizabeth Street and Drew Dix Parkway. Staff report by Wade Broadhead Senior Planner

Public Hearing: Applicant, Emily Bennett, was sworn in by City Attorney Kogovsek and testified in support of the application.

Commission Action: Bailey moved to approve the vacation with staff conditions. Second by Spinuzzi.

Motion Passed: 4 – 0, (Aznar, Martinez, and Pasternak absent).



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-22-07 Pinion Ridge Vacation
S-22-13 Regency Park 5th Filing, 1st Amendment

DATE: January 30, 2023

Please place the above referenced submittals on the City Council Agenda.

V-22-07

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Sr. Planner

THROUGH: Scott Hobson, Acting Planning and Community Development Director

DATE: December 14, 2022

SUBJECT: Vacation of Summo Court and selected drainage, access, sidewalk, and utility easements in Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision

APPLICANT: Guy Madmen, LV Petroleum, LLC

OWNER: Joseph Cleghorn

LOCATION: Generally located northeast intersection of Elizabeth Street and Drew Dix Parkway

CONCURRENT REQUESTS: RPB-22-14, Rearrangement of property boundaries

Request:

- Vacation of the entire Summo Court right-of-way, select sidewalk, public access, utility, and drainage easements in Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision

Staff review and findings:

The applicant is proposing to vacate Summo Court (60' ROW) and multiple easements dedicated for sidewalk, utility, access and drainage in Lots 1-12, Block 2, Pinion Ridge Commercial Center Subdivision, which was platted and recorded in 2009. The original speculative development consisted of 12 lots for commercial development and each lot had its own access, utility, and drainage easements. The purpose of this vacation request is to facilitate rearrangement of the existing 12 lots into one large, 18-acre, commercial lot for the development of a travel center.

The entirety of Summo Court will be vacated (.8 acres) and all the interior easements for access, sidewalk, utilities, and drainage will be vacated totaling 2.28 acres between the road and all other easements. Access will be provided to the newly rearranged site from Elizabeth Street. The existing drainage easements on the northern, southern, eastern, and western property lines will remain from the original subdivision. All stormwater will be directed into the existing 92,244 sq. ft. drainage easement, located along the eastern periphery of the site. Once the twelve individual lots are rearranged into one lot, the easements and Summo Court right-of-way will no longer be required and vacating them will not cause any hardships or hinder future infrastructure and utility operation.

Applicable Regulations:

Sec. 12-5-1 through 6 of the Pueblo Municipal Code (PMC) concerning vacations of streets, alleys, etc.

Recommended Action:

The Subdivision Review Committee recommends that the Easement Vacation be recommended to City Council for APPROVAL with the following conditions:

1. Amend the Street and Easement Vacation Title to “Pinion Ridge Commercial Center Street and Easement Vacation.” The title change must occur prior to City Council review.
2. The Pinion Ridge Commercial Center Subdivision Street and Easement Vacation must be recorded concurrently with the Pinion Ridge Commercial Center Rearrangement of Property Boundaries, RPB-22-14.

PUBLIC WORKS AND ENGINEERING COMMENTS

- None

WASTEWATER

- None

STORMWATER

- None

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

- None

TRANSPORTATION COMMENTS

- None

PARKS AND RECREATION COMMENTS

- None

REGIONAL BUILDING COMMENTS

- None

BOARD OF WATER WORKS COMMENTS

- None

COLORADO DEPARTMENT OF TRANSPORTATION COMMENTS

- See memo from Arthur Gonzales Access Manager dated December 6, 2022

COMCAST COMMENTS

- None

EXCEL ENERGY COMMENTS

- None

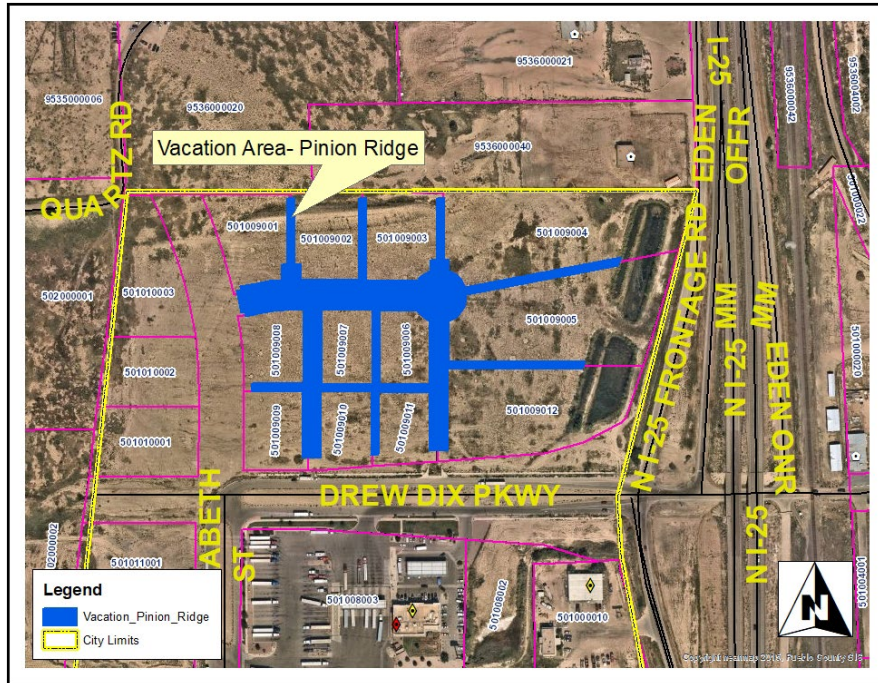
QWEST COMMENTS

- None

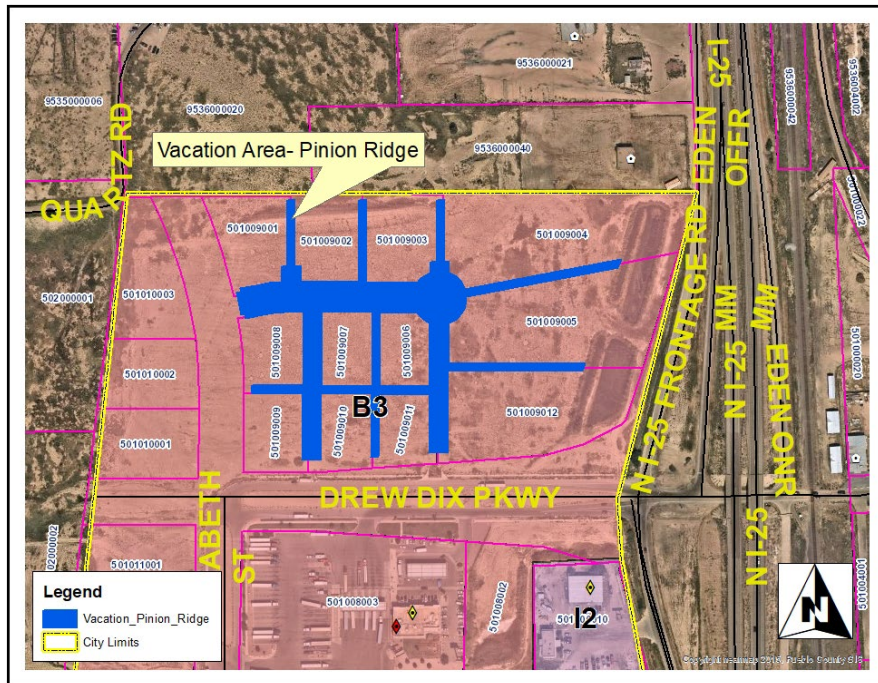
ATTACHMENTS:

- A. Aerial Map
- B. Zoning Map
- C. Site Photographs
- D. Vacation Plat and Original Pinion Ridge Commercial Center Plat 2009
- E. Vacation Application
- F. SRC Memo dated December 7, 2022

ATTACHMENTS A and B:



A. Aerial Photograph



B. Zoning Map

Attachment C. Site Photos



Proof of posting

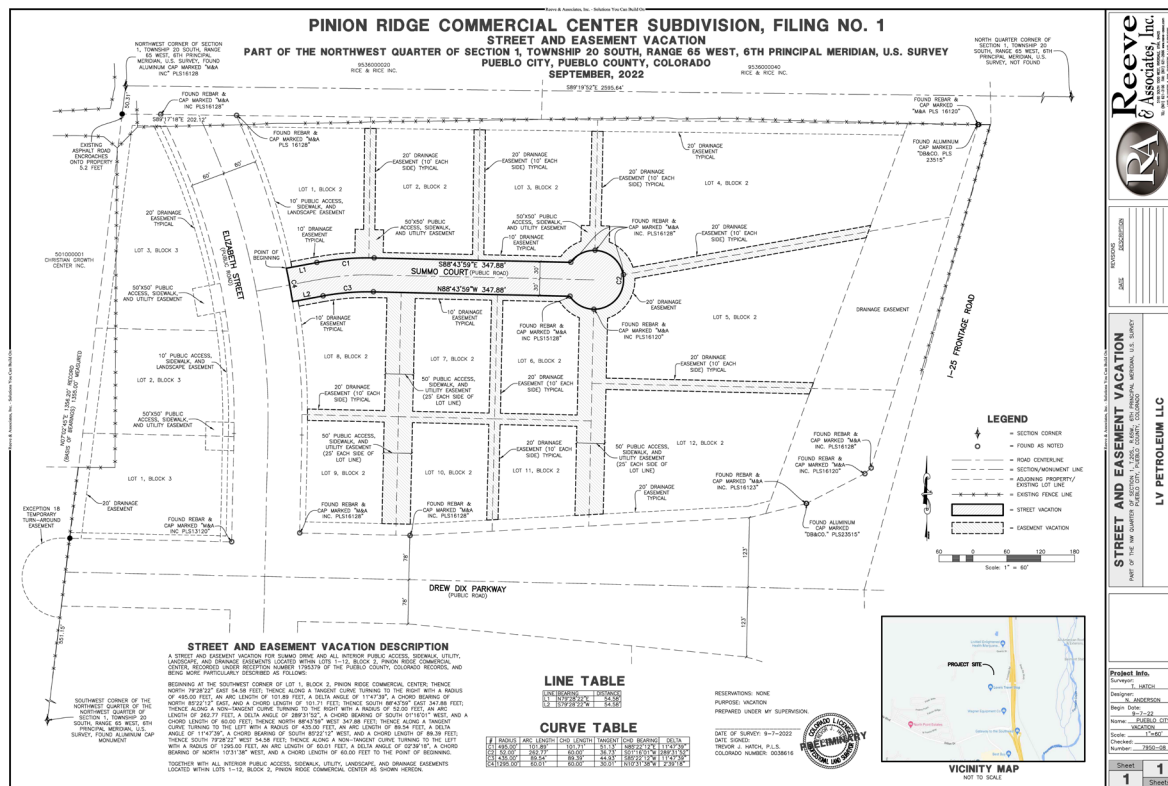


Overview of the site



Overview of the site looking Southeast

Attachment D: Proposed Vacation Plat and Original Subdivision Plat



Page 265 of 639

Attachment E: Vacation Application



Planning & Community Development

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

Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info	Property Owner		Applicant	
	Name: Joseph Cleghorn		Name: Guy Madmen	
	Company: Premier Investment Properties of the Florida Keys INC		Company: LV Petroleum, LLC	
	Address: 701 Waddell Ave, Key West, FL	Zip: 33040	Address: 4495 West Hacienda Ave #7A, Las Vegas, NV	Zip: 89118
	Phone: ()		Phone: (702) 683-8008	
	Email:		Email: guy@lvpetroleum.net	
	Engineer		Surveyor	
	Name: J. Nathan Reeve		Name: Trevor Hatch	
	Company: Reeve & Associates, Inc		Company: Reeve & Associates, Inc	
	Address: 5160 S 1500 W Riverdale, UT		Zip: 84405	Address: 5160 S 1500 W Riverdale, UT
Phone: (801) 621-3100		Phone: (801) 621-3100		
Email: nate@reeve.co		Email: nate@reeve.co		
The applicant will be the primary contact unless otherwise noted.				
Project Info	Project Location: Dix Drew Parkway and Elizabeth Street (address or general description) Lots 1 through 12 of the Pinion Ridge Commercial Center 501009001, 501009002, 501009003, 501009004, 501009005, 501009006, 501009007, 501009008, Parcel No(s): 501009009, 501009010, 501009011, and 501009012.			
	Existing Zone: B-3		Proposed Zone (if applicable): N/A	
	PUD Name (if applicable): N/A			
	Project Name: Pinion Ridge Commercial Center Subdivision, Filing No. 1, Street and Easement Vacation			
Project Scope	☐ Rearrangement of Property Boundaries: # of existing lots: _____ Total acres: _____			
	☐ Overall Development Plan			
	☐ Site Plan Review: Building area: _____sf ☐ HARP ☐ Development Plan ☐ PUD ☐ Student Housing			
	☐ Special Area Plan			
	☐ Street Name Change: Existing Name: _____ Proposed Name: _____			
	☐ Subdivision: # of lots: _____ Total acres: _____			
	☐ Text Amendment			
	☒ Vacation: ☒ Street ☐ Alley ☒ Easement ☐ Other: _____			
	☐ Other: _____			

(Continue Next Page)

5/2020

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: Proposal for the Rearrangement of Lots 1 through 12 within the Pinion Ridge Commercial Center Subdivision		
	What is the total acreage included in the project? 18.50 +/- Acres		
	What is the proposed use of the property? Travel Center and (2) QSR's ☒ Commercial ☐ Multi-family ☐ Residential ☐ Industrial ☐ Other		
	Are there any other pending or recently approved Land Use applications regarding this property? ☒ Yes ☐ No If yes, please list: Pinion Ridge Commercial Center Subdivision, Filing No. 1, Street & Easement Vacation		
Attachments	Attachment Checklist		
	The following list of attachments are required to accompany all applications: ☒ A. CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. ☒ B. Pueblo County Assessor's Property Information print out (www.co.pueblo.co.us) ☒ C. Additional information as required by the P&Z Submittal Requirements Sheet .		
Terms	By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:		
	1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections. 2. There are no known hazards or vicious animals present on the subject property. 3. All information contained in this application, is true and accurate to the best of my knowledge. 4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application. 5. It is highly recommended that a licensed surveyor complete a property survey before any construction takes place. The property owner is responsible for any construction that takes place within the boundaries of their property. The city may require any construction built outside of the property legal boundaries or within any setbacks (by intent or error), to be removed at the owners' expense.		
Signatures	Property Owner		
	Print Name:	Joseph Cleghorn	
	Signature:		Date: 09/06/2022
	Applicant, if different from Property Owner		
	Print Name:	Guy Madmen	
	Signature:		Date: 09/06/2022

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

5/2020

G. SRC Memo Dated December 7, 2022

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission
From: Subdivision Review Committee
Date: December 7, 2022
Subject: V-22-07 Pinion Ridge Commercial Center Subdivision Street and Easement Vacation

V-22-07 Pinion Ridge Commercial Center Subdivision Right-of-Way and Easement Vacation:

The subdivision review committee recommends that the Planning and Zoning commission recommend to City Council approval of the vacation request with the following conditions:

1. Amend the Street and Easement Vacation Title to "Pinion Ridge Commercial Center Street and Easement Vacation." The title change must occur prior to City Council review.
2. The Pinion Ridge Commercial Center Subdivision Street and Easement Vacation must be recorded concurrently with the Pinion Ridge Commercial Center Rearrangement of Property Boundaries, RPB-22-14.

November 21, 2022

The City Planning and Zoning Commission will hold a public hearing on a request from **the City of Pueblo** for the approval of the following application(s) generally located northeast of Drew Dix Parkway and Elizabeth Street.

V-22-07 Street and Easement Vacation Pinion Ridge Commercial Center Subdivision Filing No. 1: Vacation of all of Sumo Court and selected drainage, access, sidewalk, and utility easements in lots 1-12, block 2.

The Planning and Zoning Commission meeting will be held on December 14, 2022, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2380

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Scott Hobson, Acting Director
Planning & Community Development
By **Wade Broadhead**, Sr. Planner
(719) 553-2380

CASE NUMBER

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the Pinion Ridge Street and Easement Vacation to be sent to the attached list of owners of the property lying within hundred (300) feet of the said property on which the vacation is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

11-29-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by Carol

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Pinion Ridge Street and Easement Vacation upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

11-29-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Photo in staff report

Owner	OwnerStreet	OwnerCity	OwnerZip
LOVES TRAVEL STOPS AND COUNTRY STORE	15 W 6TH ST STE 240	TULSA	OK 74119-5417
CHRISTIAN GROWTH CENTER INC	1908 N HUDSON AVE	PUEBLO	CO 81001-2531
4740 DILLON DRIVE, LLC	4740 DILLON DR	PUEBLO	CO 81008-2112
PREMIER INVESTMENT PROPERTIES OF THE	5630 1ST AVE	KEY WEST	FL 33404-5930
PREMIER INVESTMENT PROPERTIES OF THE	701 WADDELL AVE	KEY WEST	FL 33040-4728
RICE AND RICE INC	8150 RICE LN	FOUNTAIN	CO 80817-2606
2335 N INTERSTATE 25 LLC	PO BOX 1091	CANON CITY	CO 81212-1091
CORTESE PROPERTIES LLC	PO BOX 14	PUEBLO	CO 81002-0014



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING THE REGENCY PARK 5TH FILING, 1ST AMENDMENT SUBDIVISION

SUMMARY:

The applicant is requesting to re-subdivide Lot 5, Block 14, Regency Park 5th Filing into two commercial lots to accommodate the existing, In Bank and facilitate the development of Dutch Bros Coffee on separate lots.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The subject property is located at the southwest corner of the Sovereign Circle and South Pueblo Boulevard intersection. The site is currently developed with a bank and a cleared site for a proposed Dutch Bros Coffee development. Presently, the site consists of one lot, Lot 5, Block 14, Regency Park 5th Filing. In Bank and Dutch Bros prefer to be located on separate lots; the proposed subdivision divides Lot 5 into two lots, each approximately one-half acre, to facilitate development of Dutch Bros. Both lots exceed the 5,000 square foot lot minimum area for property within a B-2, Subregional Business District.

There is potential for traffic conflicts and congestion with an access to Lot 2 from Sovereign Circle, depending on the traffic generated from the potential Dutch Bros development. The Colorado Department of Transportation provided a memorandum on December 29, 2022, requesting a revised Traffic Generation Analysis. Striping of the Sovereign Circle and Pueblo Boulevard intersection and traffic movements will be determined by the revised Traffic Generation Analysis and will be addressed at the time of commercial development. Access to the lot may be amended depending on the findings of the analysis and/or future traffic incidents at the site.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their January 11, 2023 Regular Meeting, voted 7-0 to recommend approval.

STAKEHOLDER PROCESS:

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

ALTERNATIVES:

If City Council does not approve this Ordinance, the site will not be resubdivided which will impede development of the site.

Upon request of City Council, the Ordinance could be returned to the Planning and Zoning Commission for consideration of proposed modifications.

RECOMMENDATION:

ATTACHMENTS:

1. P_Z Report

ORDINANCE NO.

AN ORDINANCE APPROVING THE REGENCY PARK 5TH FILING, 1ST AMENDMENT SUBDIVISION

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

SECTION 1.

The final plat of the Regency Park 5th Filing, 1st Amendment, being a subdivision of land legally described as:

LOT 5 IN BLOCK 14 IN REGENCY PARK 5TH FILING, ACCORDING TO THE PLAT THERE OF RECORDED FEBRUARY 9, 1977 IN THE PLAT BOOK 1876 AT PAGE 81, COUNTY OF PUEBLO, STATE OF COLORADO

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use.

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of

the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

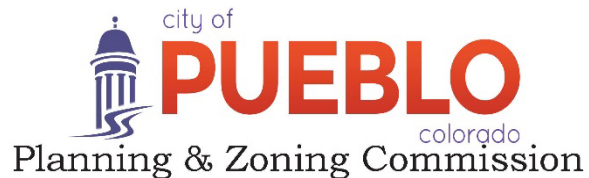
ATTEST

City Clerk

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, January 11, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

<https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09>

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

Each case that follows proceeded in a uniform process as directed by Chair Castellucci. Beginning with a staff report presented by the planner assigned, then questions, if any, from the Board to staff members. Next, the applicant is sworn in by Commission Attorney, Daniel Kogovsek, then the applicant states his or her name and address. The Commission questions the applicant and confirms understanding of staff report and conditions for approval. Applicant may add further information, followed by questions, if any, from the Commission. Then the Commission asks if anyone present in the audience wishes to testify in support of the application, followed by those who wish to testify in opposition. All individuals testifying in support or opposition are sworn in by Commission Attorney, Kogovsek. Then the Commission closes the public hearing. Finally, the Commission may motion to recommend approval or denial of the application to City Council.

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, Sarah Martinez, and Christopher Pasternak

Commissioners Absent: None

Staff Members Present: Dan Kogovsek, City Attorney; Scott Hobson, Acting Director for Department of Planning and Community Development; Beritt Odom, Principal Planner; Wade Broadhead, Senior Planner, Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Avalos moved to approve the December 14, 2022, agenda, motion was seconded by Bailey. Motion passed 7-0.

PUBLIC MEETINGS AND ACTION

REGULAR AGENDA:

Public Hearing:

3. S-22-13 Subdivision: Regency Park, 5th Filing, 1st Amendment, subdivision of 1.095 acres into two commercial lots. Generally located west of S. Pueblo Blvd. and south of Sovereign Cir.

Discussion: Principal Planner Beritt Odom provided Staff Report. Mako Kelliman, applicant, was sworn in and spoke in favor of the subdivision.

Commission Action: Bailey moved to approve the Subdivision, seconded by Martinez.

Motion Passed: 7 - 0.



DEPARTMENT OF PUBLIC WORKS

MEMORANDUM

TO: Beritt Odom, Principal Planner

CC: Michelle Cruz, Administrative Technician
Subdivision File

FROM: Joe Martellaro, Associate Engineer II

SUBJECT: V-22-07 Pinion Ridge Vacation
S-22-13 Regency Park 5th Filing, 1st Amendment

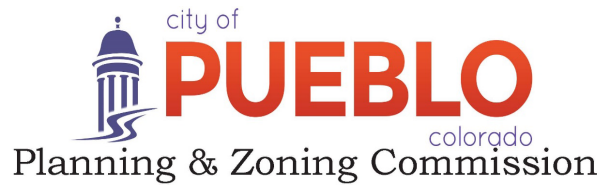
DATE: January 30, 2023

Please place the above referenced submittals on the City Council Agenda.

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

S-22-13

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: January 11, 2022

SUBJECT: Regency Park 5th Filing, 1st Amendment

APPLICANT: Mako Kellman, Anvil Real Estate and Development, LLC

ENGINEER: David Iovinelli, Entitlement and Engineering Solutions

PROPERTY OWNER: Chad Pfeif, Legacy Bank

LOCATION: 1301 and 1303 S. Pueblo Blvd, generally located south of Sovereign Cir. and west of S. Pueblo Blvd. (Lot 5, Block 14, Regency Park 5th Filing).

EXISTING ZONE: Subregional Business, B-2 Zone District

CONCURRENT REQUESTS: C-22-22, 1303 S. Pueblo Blvd., Dutch Bros Coffee

REQUEST:

The applicant is requesting to re-subdivide Lot 5, Block 14, Regency Park 5th Filing into two commercial lots to accommodate the existing, In Bank and facilitate the development of Dutch Bros Coffee on separate lots.

BACKGROUND AND ANALYSIS:

The subject property is located at the southwest corner of the Sovereign Cir. and S. Pueblo Blvd. intersection. The site is currently developed with a bank and a cleared site for a proposed Dutch Bros Coffee development. Presently, the site consists of one lot, Lot 5, Block 14, Regency Park 5th Filing. In Bank and Dutch Bros prefer to be located on separate lots; the proposed subdivision divides Lot 5 into two, approximately half acre, lots to facilitate development of Dutch Bros.

There is potential for traffic conflicts and congestion with an access to Lot 2 from Sovereign Cir., depending on the traffic generated from the potential Dutch Bros development. The Colorado Department of Transportation, provided a memorandum on December 29, 2022, requesting a revised Traffic Generation Analysis. Striping of the Sovereign Cir. and Pueblo Blvd. intersection and traffic movements will be determined by the revised Traffic Generation Analysis and will be addressed at the time of commercial development. Access to the lot may be amended depending on the findings of the analysis and/or future traffic incidents at the site.

APPLICABLE REGULATIONS:

Sec. 12-4-6(b)(1) through (3) concerning the necessary information and supporting documents to be submitted for review and required drawing to be recorded; and Sec. 12-4-7 concerning the minimum standards for all subdivisions.

RECOMMENDED MOTION: The Subdivision Review Committee recommends the Planning and Zoning Commission forward a recommendation that the requested Subdivision be **APPROVED** with the following noted:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, January 4, 2022.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	Wastewater Conditions: - Amend the Utility Plan, to show verified elevations of the flow line at the manhole, according to the Subdivision Submittal Checklist #23. Pueblo Board of Water Works: - Amend the Utility Plan to remove the word “abandoned” with reference to the existing water service line located on the western portion of Lot 2, and adjacent to the private roadway.

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

❑ **Site Character:**

The site was originally developed with two commercial structures, a convenience store, and a KFC in the 1970’s or 1980’s. The convenience store, located on the western portion of the lot was renovated and changed to In Bank in 2019. The eastern commercial building was originally a KFC and most recently operated as Amy’s Doughnuts. The eastern building was demolished in 2022, to prepare the site for the Dutch Bros Coffee construction.

❑ **Neighborhood Compatibility:**

North	B-2, Subregional Business District, Comfort Dental
East	R-1, Single Family Residential, Single-family homes
South	O-1, Neighborhood Office, Allergy and Asthma Center
West	R-3, One and Two-Family Residential, duplexes

❑ **Comprehensive Plan Compliance:**

The project site is designated by the Comprehensive Plan as Commercial Mixed-Use, which allows for a mix of commercial, employment, and service-oriented uses that serve adjacent neighborhoods and the broader region. Primary land uses include retail, personal services, offices, and entertainment. Supporting land uses include multi-family residential and other supporting services. The proposed commercial subdivision and future development is consistent with the Commercial Mixed-Use land use category.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

- Both lots exceed the 5,000 square foot lot minimum area.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works: No comment
- City Transportation: No comment
- City Law Department: No comment
- Pueblo Regional Building Department: No comment
- City Fire Department: No comment
- Pueblo Board of Water Works: Comments included in the subdivision conditions
- City Wastewater: Comments included in the subdivision conditions
- City Stormwater: No comment
- City Parks and Recreation Department: No comment
- City GIS: No comment

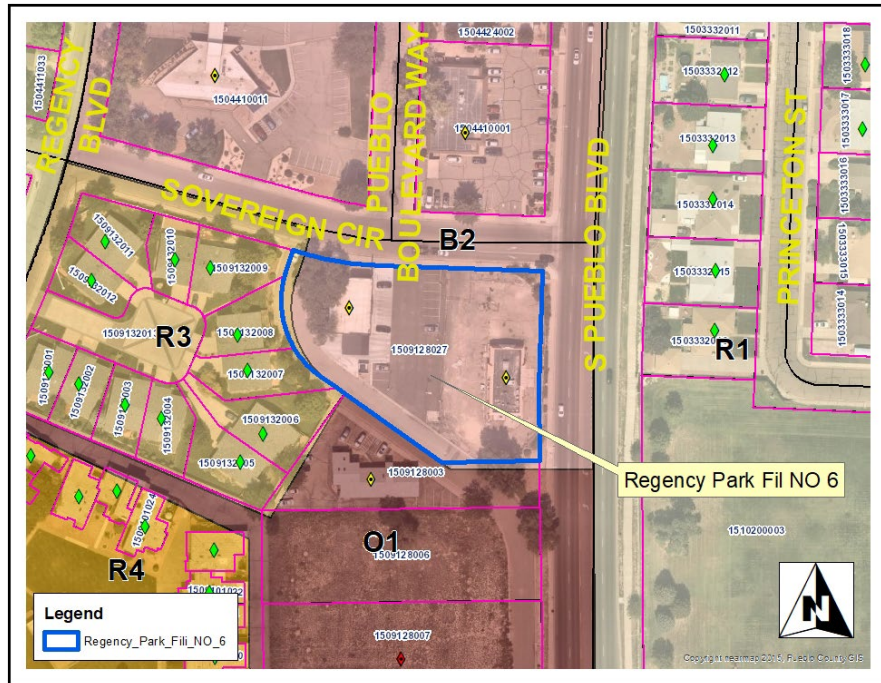
- Xcel Energy: No comment
- Black Hills Energy: No comment
- CDOT: See the attached memo from Teresa Guagliardo, Access Management Trainee, December 29, 2022
- Pueblo Board of Water Works: Comments included in the subdivision conditions

ATTACHMENTS:

- Aerial Photograph
- Zoning Map
- Comprehensive Plan Map
- Site Photographs
- SRC Memo, January 4, 2023
- Regency Park, 5th Filing, 1st Amendment
- Comment Attachments



A. Aerial Photograph



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



View looking south from Sovereign Cr. Proposed Lot 2 (future development site)



View looking south from Sovereign Cr., proposed Lot 1, In Bank.

Andrew Hayes
Director Public Works
Director
Transportation Department
Steven Meier
Director Parks & Recreation



Scott Hobson
Acting Director Planning &
Community Development
Executive Secretary of
Planning & Zoning
Commission

MEMORANDUM

To: Planning and Zoning Commission

From: Subdivision Review Committee

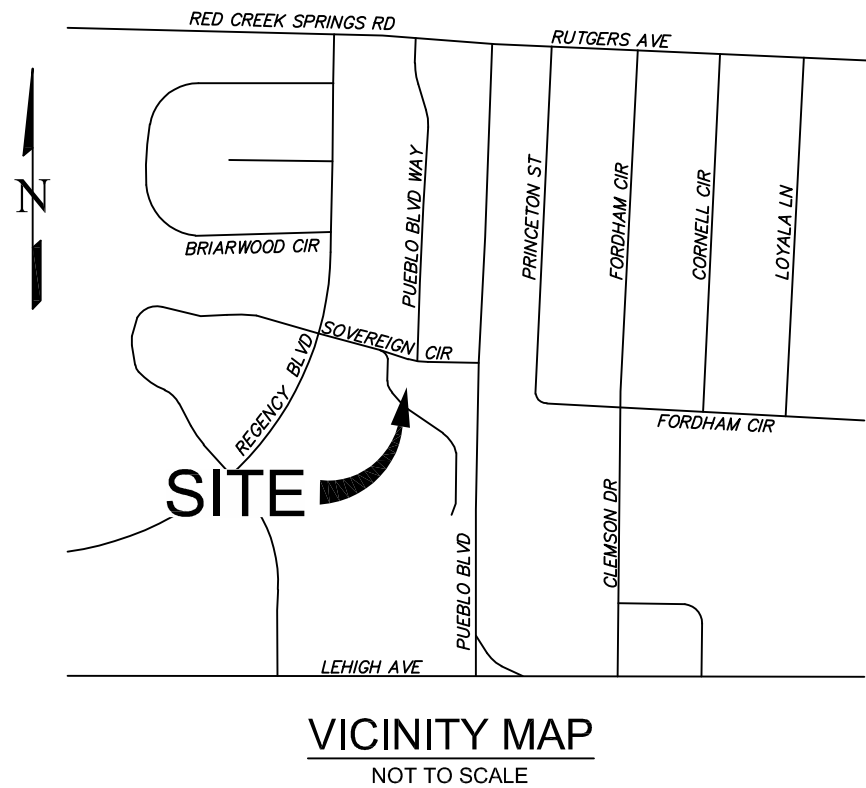
Date: January 4, 2023

Subject: S-22-13 Regency Park, 5th Filing, 1st Amendment

Staff recommends the Planning and Zoning Commission forward a recommendation that the requested Regency Park, 5th Filing, 1st Amendment be approved with the following conditions. All conditions must be addressed prior to City Council review and approval:

Requests for Modifications to Requirements:	None
Request for Deferred Filings	Request for Deferred Filings: The Subdivision Review Committee has no objection to the Request for Deferred Filings, SRC Memo, January 4, 2022.
Plat Deficiencies:	None
Conditions of Approval (all conditions must be addressed prior to City Council review):	Wastewater Conditions: - Amend the Utility Plan, to show verified elevations of the flow line at the manhole, according to the Subdivision Submittal Checklist #23. Pueblo Board of Water Works: - Amend the Utility Plan to remove the word “abandoned” with reference to the existing water service line located on the western portion of Lot 2, and adjacent to the private roadway.

REGENCY PARK 5TH FILING, 1ST AMENDMENT
LOT 5, BLOCK 14, REGENCY PARK 5TH FILING,
A PORTION OF THE SE QUARTER OF SECTION 4 AND A PORTION OF THE NE QUARTER OF SECTION 9
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.
COUNTY OF PUEBLO, STATE OF COLORADO



BASIS OF BEARINGS:

THE NORTH BOUNDARY LINE OF THE COURTYARD AT REGENCY PARK-A SPECIAL AREA PLAN, AS RECORDED UNDER RECEPTION NUMBER 1005804, RECORDS OF PUEBLO COUNTY, COLORADO, BEING MONUMENTED AT THE WESTERLY END BY A NO. 4 REBAR AND RED PLASTIC CAP STAMPED "PLS 28946" AND AT THE EASTERLY END BY A NO. 4 REBAR WITH PARTIAL YELLOW CAP IN ASPHALT, ASSUMED TO BEAR S73°36'04"E, A DISTANCE OF 244.28 FEET.

NOTICE:

NOTICE IS HEREBY GIVEN THAT ACCEPTANCE OF THIS PLATTED SUBDIVISION BY THE CITY OF PUEBLO, DOES NOT CONSTITUTE AN ACCEPTANCE OF THE DEDICATED PUBLIC ROADS, PARKS, AND OTHER PUBLIC IMPROVEMENTS FOR MAINTENANCE BY THE CITY. UNTIL SUCH DEDICATED PUBLIC ROADS, PARK, AND OTHER PUBLIC IMPROVEMENTS MEET THE REQUIREMENTS, STANDARDS, AND SPECIFICATIONS OF THE CITY, ITS SUBDIVISION ORDINANCE, AND WHERE APPROPRIATE, ITS PARKS DEPARTMENT SPECIFICATIONS, AND SUCH ARE SPECIFICALLY APPROVED AND ACCEPTED IN WRITING BY THE CITY DIRECTOR OF PUBLIC WORKS AND WHERE APPLICABLE, THE CITY DIRECTOR OF PARKS AND RECREATION, THE MAINTENANCE, CONSTRUCTION AND ALL OTHER MATTERS PERTAINING TO OR AFFECTING SAID DEDICATED PUBLIC ROADS, PARK AND OTHER PUBLIC IMPROVEMENTS AND RIGHTS-OF-WAY ARE THE SOLE RESPONSIBILITY OF THE SUBDIVIDER OR ANY SUBSEQUENT OWNER(S) OF THE LAND WITHIN THIS SUBDIVISION. CITY DOES NOT ACCEPT ANY PRIVATE ROADS, EASEMENTS, OR FACILITIES THAT MAY BE DEDICATED HEREON, NOR SHALL THE CITY BE OBLIGATED TO MAINTAIN, CONSTRUCT OR REPAIR SUCH PRIVATE ROADS, EASEMENTS, AND FACILITIES.

PLANNING COMMISSION CERTIFICATION:

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

CHAIRPERSON PLANNING COMMISSION

DATE

APPROVAL FOR RECORDING:

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

THIS IS TO CERTIFY THAT THE PLAT OF "REGENCY PARK 5TH FILING, 1ST AMENDMENT." HAS BEEN APPROVED FOR RECORDING IN THE OFFICE OF THE PUEBLO COUNTY CLERK AND RECORDER OF PUEBLO COUNTY, COLORADO..

CITY CLERK

DATE

IMPROVEMENTS CERTIFICATION:

THIS IS TO CERTIFY THAT THE SUBDIVIDER HAS COMPLIED WITH ALTERNATE NO. 4 OF SECTION 12-4-7(J)(1) AND WITH SECTION 12-4-5(b), OF THE 1971 CODE OF ORDINANCES, CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO.

DIRECTOR OF PUBLIC WORKS

DATE

SURVEYOR'S STATEMENT:

I, EDWARD R. FISHER, A LICENSED PROFESSIONAL LAND SURVEYOR IN THE STATE OF COLORADO, DO HEREBY STATE THAT THIS PLAT HAS BEEN PREPARED UNDER MY DIRECTION IN ACCORDANCE WITH THE COLORADO REVISED STATUTES, AS AMENDED, AND THAT THIS PLAT DOES ACCURATELY SHOW THE DESCRIBED TRACTS OF LAND AND THE SUBDIVISION THEREOF, AND THAT THE REQUIREMENTS OF TITLE 38 OF THE COLORADO REVISED STATUTES, 1973 AS AMENDED, HAVE BEEN MET TO THE BEST OF MY KNOWLEDGE AND BELIEF.

EDWARD R. FISHER, PROFESSIONAL LAND SURVEYOR
COLORADO P.L.S. NO. 38042
FOR AND ON BEHALF OF EDWARD-JAMES SURVEYING, INC.

DEDICATION

KNOW ALL MEN BY THESE PRESENTS:LEGACY BANK, A COLORADO CORPORATION, BEING THE SOLE OWNER OF THE FOLLOWING PROPERTY:

LOT 5 IN BLOCK 14 IN REGENCY PARK 5TH FILING, ACCORDING TO THE PLAT THEREOF RECORDED FEBRUARY 9, 1977 IN THE PLAT BOOK 1876 AT PAGE 61, COUNTY OF PUEBLO, STATE OF COLORADO.

HAS CAUSED THE AFOREGOING DESCRIBED PROPERTY TO BE SURVEYED, PLATTED AND SUBDIVIDED INTO A BLOCK AND LOTS, AND THE SAME TO BE NUMBERED, PLATTED, SUBDIVIDED, DIMENSIONED AND NAMED AS SHOWN ON THE ANNEXED PLAT FOR THE PURPOSE OF CREATING A SUBDIVISION TO BE KNOWN AS "REGENCY PARK 5TH FILING, 1ST AMENDMENT".

A FORMAL ENVIRONMENTAL ASSESSMENT FOR THIS SUBDIVISION HAS NOT BEEN PERFORMED; HOWEVER, TO THE BEST OF THE UNDERSIGNED OWNER(S) KNOWLEDGE, INFORMATION, AND BELIEF, THERE ARE NO KNOWN HAZARDOUS SUBSTANCES PRESENT WITHIN THIS SUBDIVISION.

THE SITE IS SUBJECT TO THE EASEMENTS, COMMON AREAS DOCUMENT RECORDED AT BOOK 1890 AT PAGE 313.

IN WITNESS WHEREOF, THE AFOREMENTIONED "LEGACY BANK, A COLORADO LIMITED LIABILITY COMPANY BY CHAD PFEIF, HAS EXECUTED THIS

INSTRUMENT THIS _____ DAY OF _____, 202____, A.D.

LEGACY BANK, A COLORADO LIMITED LIABILITY COMPANY

(CHAD PFEIF, _____)

STATE OF COLORADO)
)SS
COUNTY OF PUEBLO)

THE FOREGOING INSTRUMENT WAS ACKNOWLEDGED BEFORE ME THIS

_____ DAY OF _____, 202____, A.D.

WITNESS MY HAND AND OFFICIAL SEAL

MY COMMISSION EXPIRES: _____

NOTARY PUBLIC

NOTICE:

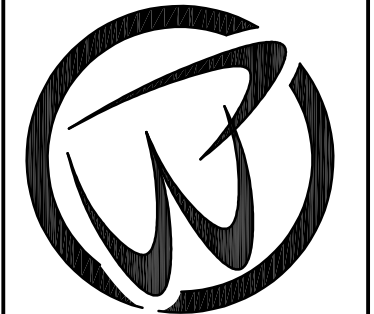
ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

REVISIONS	NO.	DESCRIPTION	DATE

EDWARD-JAMES
SURVEYING, INC.

926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 576-1206

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247



REGENCY PARK 5TH FILING, 1ST AMENDMENT
LOT 5, BLOCK 14, REGENCY PARK 5TH FILING,

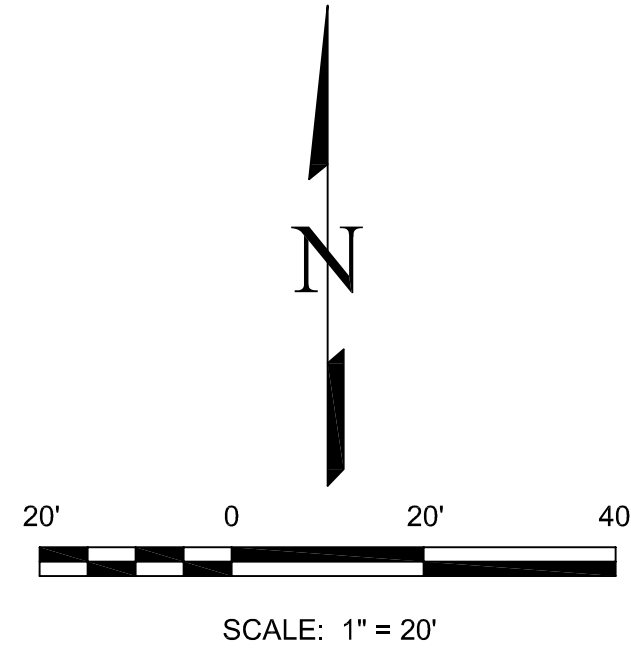
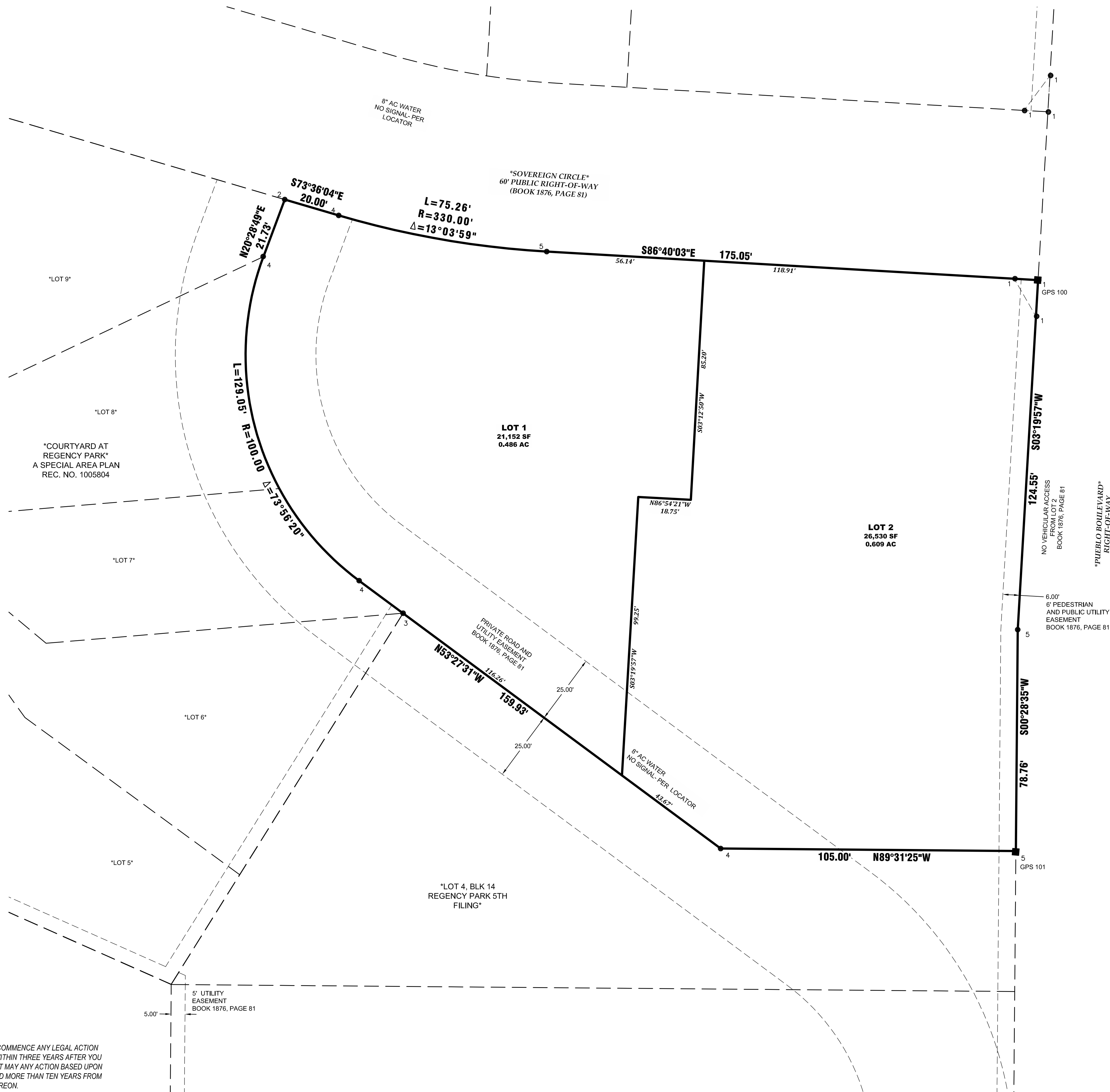
A PORTION THE SE QUARTER OF SECTION 9, AND A PORTION OF THE NE QUARTER OF SECTION 9,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY **JWT/SKG**
CHECKED BY **JWT**

H-SCALE **N/A**

JOB NO. **2359-00**
DATE CREATED **8-31-22**
DATE ISSUED **DRAFT**
SHEET NO **1** OF **2**

REGENCY PARK 5TH FILING, 1ST AMENDMENT
LOT 5, BLOCK 14, REGENCY PARK 5TH FILING,
COUNTY OF PUEBLO, STATE OF COLORADO



- LEGEND:**
- GPS REFERENCE POINT
 - FOUND 1" ALUMINUM CAP STAMPED "CDOT PLS 38243" - AT GRADE
 - FOUND NO. 4 REBAR WITH RED PLASTIC CAP -ILLEGIBLE- AT GRADE
 - FOUND NO. 4 REBAR - NO CAP
 - SET NAIL AND 1" BRASS DISK STAMPED "PLS 38042" AT GRADE
 - SET NO. 5 REBAR AND PLASTIC CAP STAMPED "EDWARD-JAMES PLS 38042"
 - PROPERTY LINE
 - EASEMENT LINE
 - AREA NOT INCLUDED IN THIS SURVEY

- GPS NOTES:**
- DISTANCES SHOWN HEREON ARE GROUND DISTANCES. THE COORDINATES PROVIDED IN THE TABLE BELOW ARE COLORADO STATE PLANE 1983 SOUTH ZONE ON THE NORTH AMERICAN DATUM OF 1992. THE GROUND TO GRID CORRECTION FACTOR FOR THIS PLAT IS 0._____.
 - EDWARD-JAMES SURVEYING, INC. USED A 1" ALUMINUM CAP STAMPED CDOT PLS 38243, LOCATED AT THE SOUTH WEST CORNER OF SOVEREIGN CIRCLE AND SOUTH PUEBLO BOULEVARD, TO ESTABLISH THE COLORADO STATE PLANE COORDINATES FOR THIS PLAT. REFER TO THE BASIS OF BEARINGS UNDER THE HEADING OF DEDICATION ON SHEET 1 OF THIS PLAT FOR THE ACTUAL MONUMENTS HELD FOR THE THE BOUNDARY.

NOTICE:

ACCORDING TO COLORADO LAW YOU **MUST** COMMENCE ANY LEGAL ACTION BASED UPON ANY DEFECT IN THIS SURVEY WITHIN THREE YEARS AFTER YOU FIRST DISCOVER SUCH DEFECT. IN NO EVENT MAY ANY ACTION BASED UPON ANY DEFECT IN THIS SURVEY BE COMMENCED MORE THAN TEN YEARS FROM THE DATE OF THE CERTIFICATION SHOWN HEREON.

REVISIONS	NO.	DESCRIPTION	DATE

EDWARD-JAMES SURVEYING, INC.

926 Elkton Drive
Colorado Springs, CO 80907
Office: (719) 576-1216
Fax: (719) 545-6240

4732 Eagleridge Circle
Pueblo, CO 81008
Office: (719) 545-6240
Fax: (719) 545-6247

REGENCY PARK 5TH FILING, 1ST AMENDMENT
LOT 5, BLOCK 14, REGENCY PARK 5TH FILING,

A PORTION THE SE QUARTER OF SECTION 9, AND A PORTION OF THE NE QUARTER OF SECTION 9,
TOWNSHIP 21 SOUTH, RANGE 65 WEST OF THE 6TH P.M.,
CITY OF PUEBLO, COUNTY OF PUEBLO, STATE OF COLORADO

DRAWN BY	JWT/SKG
CHECKED BY	JWT
H-SCALE	1" = 20'
JOB NO.	2359-00
DATE CREATED	08-31-22
DATE ISSUED	DRAFT
SHEET NO	2 OF 2



COLORADO

Department of Transportation

Region 2 Permits
5615 Wills Blvd, Suite A
Pueblo, CO 81008-2349

December 29, 2022

SH 45A (Pueblo Boulevard)
City of Pueblo

Beritt Odom, Principal Planner
City of Pueblo Planning & Community Development Department
211 E. D Street
Pueblo, CO 81003

RE: Regency Park Filing 5 (Dutch Bros Coffee_1303 South Pueblo Boulevard) _ S-22-13

Dear Beritt,

I am in receipt of a referral request for comments for proposed development, Regency Park 5th Filing, 1st Amendment. This subdivision includes the proposed Dutch Bros Coffee located at 1303 South Pueblo Boulevard (SH45A). This section of SH45A has an access category of NR-A (Regional Highway). Regency Park 5th Filing, 1st Amendment proposes two lots of approximately 0.50 acres each. Land for the development is currently occupied by a vacant 1,300 square foot building and surrounded by a mix of commercial and residential land uses. The proposed development is understood to entail the new construction of an approximate 950 square foot Dutch Bros Coffee. Access to the development will be gained through Sovereign Circle to SH45A (Pueblo Boulevard). The proposed development is located in a portion of the NE ¼ of the NE ¼ of Sec 9, and the SE ¼ of the SE ¼ of Sec 4, T 21S, R 65W of the 6th PM in Pueblo County, Colorado. The parcel has the tax schedule No. 1509128027 (±1.04 acres) currently owned by Legacy Bank. After review of all documentation, we have the following comments:

Traffic

The Traffic Generation and Queue Length Analysis for Dutch Bros Coffee (1303 South Pueblo Boulevard) dated December 12, 2022 has been reviewed by a CDOT Traffic Engineer. Their comments follow:

- Queue Length Analysis - Pueblo Blvd & Sovereign Circle:
 - PM eastbound left turn has a title (-) next to capacity. CDOT typically rejects analyses in Synchro that produces the “-”. CDOT staff plugged the traffic memo numbers into Highway Capacity Software (HCS), the vehicle to capacity (v/c) ratio would be 1.38 with undivided median type. However, analyzing the TWLT as two-stage left turn movement, the v/c reduces to 0.36. Given no planned/existing SB left turn access points, CDOT is requiring an update of the Traffic Memo for a recommendation to re-stripe the TWLT as a continuous accel-decel for the NB Left (Pueblo Blvd) and EB Left (Sovereign) to encourage using the center lane to enter into NB traffic.
- CDOT is concerned with the proximity of the full-movement access point (Access A) on Sovereign Circle to Pueblo Boulevard. Considering it is the first access point customers see, CDOT is concerned with queueing to Pueblo Boulevard for the entering movement.
 - CDOT will be requiring this access to be right out only and main access to be considered from Access B (private driveway) as a condition of the Access Permit for safety and operational reasonings.
- Access Permit Condition(s):
 - Given concerns over the EB left movement and gap conflicts with NB left vs opposing SB through movement (project volumes indicate a controlled left turn movement is warranted).
- **A revised Traffic Generation Analysis shall be submitted to address all traffic comments.**

Hydraulics

The Preliminary Drainage Report - Dutch Bros. Coffee dated November 4, 2022 and revised on December 19, 2022 has been reviewed by a CDOT Hydraulics Engineer. Their comments follow:

- Analysis uses existing conditions for pre-development peak flows. SHAC requires drainage to the state highway right-of-way shall not exceed undeveloped historical rate of flow. Please revise the drainage analysis using undeveloped historical runoff coefficients.



- Runoff coefficients in the Basin Summary table on the existing basin plan do not match runoff coefficients shown on the basin map.
- Existing and proposed calculations in the appendix reference 2-yr design storm and 5-yr design storm in the same calculation.
- It is unclear what the change in land use is that warrants a reduction in runoff. Please provide a site plan/design plans with proposed landscape plans.
- **A revised drainage report shall be submitted to address all hydraulics comments.**

Access

Regency Park Filing 6 and Dutch Bros Coffee submittal has been reviewed by CDOT Access Unit. Our comments follow:

- Section 2.6(6) of the State Highway Access Code states, "Vehicular use and operation of local roads where they connect to (access) a state highway is the responsibility of the appropriate local authority. The local authority should maintain such state highway access locations in conformance with the Code to the extent feasible and practicable within statutory and public funding limitations. The local authority may fund any necessary improvements by obtaining contributions from the primary users of the access or as off-site subdivision improvements necessary for the public safety pursuant to sections 30-28-133 and 133.1, C.R.S., and sections 31-23-201 to 227, C.R.S., or other available public funds and local requirements.
- An access permit will be required for the intersection of Sovereign Circle and Pueblo Boulevard for the restriping on Pueblo Boulevard and for the access from Dutch Bros property to Sovereign Circle. This access point (Access A) is required to be constructed and signed as a right-out only.
 - There should be coordination between the City and developer to determine who will act as permittee for the application. Reach out to Teresa Guagliardo with CDOT for the permitting process. Teresa can be reached at teresa.guagliardo@state.co.us or (719) 546-5440.
- At the intersection of Pueblo Boulevard and Sovereign Circle, CDOT traffic has a concern with future potential crashes. Should there be an increase in crashes associated with the movements at Sovereign Circle and Pueblo Boulevard, CDOT will alter the access to right-in/right-out.
- Plans showing the new striping configuration on Pueblo Boulevard, as well as plans showing the construction of Access A, shall be submitted to CDOT for review and approval prior to the notice to proceed being issued.
- CDOT will not sign off on Certificates of Occupancy if the SHAC is not followed.

Additionally,

- On-premise and off-premise signing shall comply with the current Colorado Outdoor Advertising Act, sections 43-1-401 to 421, C.R.S., and all rules and regulations pertaining to outdoor advertising. Please contact Mr. Todd Ausbun at (719) 696-1403 for any questions regarding advertising devices.
- Any utility work within the state highway right of way will require a utility permit from the CDOT. Information for obtaining a utility permit can also be obtained by contacting Mr. Ausbun.

Please contact me in Pueblo at (719) 546-5440 with any questions.

Sincerely,

Teresa Guagliardo

Teresa Guagliardo
CDOT R2 Access Management Trainee

Xc: Melanie Turner, City of Pueblo
David Iovinelli, Entitlement & Engineering Solutions, Inc.
Hu
Buford, Patrol 41
Jagow/Pilgrim/Ausbun
Vigil/Gonzales/Regalado/file



December 27, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Mako Kellman, Anvil Real Estate & Development, LLC**, for the approval of the following application(s) generally located west of S. Pueblo Blvd and south of Sovereign.Cir.

S-22-13 Subdivision: Regency Park, 5th Filing, 1st Amendment, subdivision of 1.095 acres into two commercial lots.

The Planning and Zoning Commission meeting will be held on January 11, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGbnlCdHRrUHNFZnpPWG1Ydz09> Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston), 1 669 900 6833 US (San Jose). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER S-22-13

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed final plat of the property commonly known as Regency Park 5th Filing to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the final plat is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

December 27, 2022

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

Owner	OwnerStree	OwnerCity	Own	OwnerZip
PUEBLO MUNICIPAL CORP	1 CITY HALL PL	PUEBLO	CO	81003-4201
HOLLINGSWORTH JAY E	1 REGENCY CT	PUEBLO	CO	81005-1823
GAGLIANO VINCENT/GAGLIANO JOSEPHI	1220 ELM ST	PUEBLO	CO	81004-2956
PUEBLO EAR NOSE AND THROAT PROPERTI	140 E SADDLEWOOD DR	PUEBLO W	CO	81007-5035
GRANICKIN LLC + C/O KIM PROPERTIES INC	185 NW SPANISH RIVER BLV	BOCA RATON	FL	33431-4230
SALAMENA MICHAEL LOUIS	2 SOVEREIGN CIR	PUEBLO	CO	81005-1826
LOPEZ JOSEPH A/MCCLURE JONNA K	2084 IRIS RD	PUEBLO	CO	81006-1668
SUNDERS JANET L IRREVOCABLE TRUST	2881 US HIGHWAY 50 APT B	GRAND JUNCTION	CO	81503-2905
MONTGOMERY GERRY J/MONTGOMERY D	40 REGENCY BLVD APT A	PUEBLO	CO	81005-1890
RIGGIO CHARLES/RIGGIO SANDRA	40 REGENCY BLVD APT B	PUEBLO	CO	81005-1890
ALCARAZ JUDY J	40 REGENCY BLVD APT C	PUEBLO	CO	81005-1890
NIMS JOYCE A	40 REGENCY BLVD APT E	PUEBLO	CO	81005-1890
ANSELMO CHARLES A	40 REGENCY BLVD APT F	PUEBLO	CO	81005-1890
RICHARDSON JOYCE LOUISE	40 REGENCY BLVD APT G	PUEBLO	CO	81005-1890
PASQUIN ANNETTE L	40 REGENCY BLVD APT H	PUEBLO	CO	81005-1890
CARLEO PAULA A	40 REGENCY BLVD APT J	PUEBLO	CO	81005-1890
BABCOCK DEBORAH K	40 REGENCY BLVD APT K	PUEBLO	CO	81005-1890
LIND BETTY	40 REGENCY BLVD APT L	PUEBLO	CO	81005-1890
HOUSER DORIS J	40 REGENCY BLVD UNIT D	PUEBLO	CO	81005-1890
PUEBLO TEACHERS CREDIT UNION + DBA SL	4141 SOVEREIGN CIR	PUEBLO	CO	81005-1876
PANTOYA ERICA JEAN	44 REGENCY BLVD APT 101	PUEBLO	CO	81005-1830
RAMIREZ JOHN B JR + HANSEN VICKIE A	44 REGENCY BLVD APT L	PUEBLO	CO	81005-1830
VANDIVER LYNDA K	44 REGENCY BLVD APT M	PUEBLO	CO	81005-1830
ROBERTSON MARIA C	44 REGENCY BLVD APT N	PUEBLO	CO	81005-1830
ALSHOUSE WAYNE P/ALSHOUSE JO ANN	46 REGENCY BLVD APT H	PUEBLO	CO	81005-1831
SANDOVAL TERESA M	46 REGENCY BLVD APT I	PUEBLO	CO	81005-1831
CESARIO SHEILA	46 REGENCY BLVD APT J	PUEBLO	CO	81005-1831
CURRENT RESIDENT	48 REGENCY BLVD APT G	PUEBLO	CO	81005-1832
VENTURE CAPITAL HOLDINGS TRUST LLC	607 W 7TH ST	PUEBLO	CO	81003-2317
A A C PUEBLO RENTALS LLC	7 REDHAWK CT	PUEBLO	CO	81005-4211
LEGACY BANK	730 DESERT FLOWER BLVD	PUEBLO	CO	81001-1143
JESICK VIVIAN L	86 PRINCETON ST	PUEBLO	CO	81005-1910
JOHNSTON MARIE C/JOHNSTON RANDALL	87 PRINCETON ST	PUEBLO	CO	81005-1909
BLACKMORE NANCY/MIRSHAMSI LISA/ B	88 PRINCETON ST	PUEBLO	CO	81005-1910
GALIANO VINCENT A/GAGLIANO JOSEPH +	89 PRINCETON ST	PUEBLO	CO	81005-1909
POOR GENEVIEVE M	90 PRINCETON ST	PUEBLO	CO	81005-1910
MASCIOTRA ADELCHI A	91 PRINCETON ST	PUEBLO	CO	81005-1909
SLOBODNIK CHRISTOPHER W + SLOBODNIK	95 PRINCETON ST	PUEBLO	CO	81005-1909
MCCLURE JONNA	PO BOX 113	BOONE	CO	81025-0113



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE AMENDING THE THE FISCAL YEAR 2023 STAFFING ORDINANCE BY TEMPORARILY ADDING TWO (2) FIREFIGHTER POSITIONS WITHIN THE FIRE DEPARTMENT

SUMMARY:

The Fire Department requests to adjust its staffing by temporarily adding two additional Firefighter positions.

PREVIOUS COUNCIL ACTION:

On December 27, 2022, Ordinance No. 10363 was approved by City Council. This Ordinance provided authorized staffing for Fiscal Year 2023.

BACKGROUND:

The Fire Department is requesting to temporarily add two additional Firefighter positions to authorized staffing. The additional positions will allow the department to begin recruitment for another Fire Academy that is of a sufficient size.

The Fire Department currently has authorized staffing of forty-four (44) Firefighters. There are currently six (6) Firefighter vacancies. There will be two (2) vacancies at promoted ranks which are anticipated to occur in the next few months. This will result in a total of eight (8) vacancies in the Firefighter classification when these promotions are ultimately accomplished.

However, Firefighter selection activities are currently underway and extension of employment offers for the next Fire Academy are occurring now, with an anticipated academy start date just before the promotions occur. Therefore, without this temporary increase in staffing, only six candidates can be selected vs. the eight to fill the vacancies that will actually exist once the promotions occur. In the spirit of managing City resources most efficiently, an academy of eight is far more desirable than holding an academy of six now and then a second one later when these vacancies were anticipated in advance. This will also allow the Department to maintain optimum staffing

levels and move trained recruits onto the floor as soon as operationally feasible.

Therefore, in anticipation of these promotions, and in order to run an efficient upcoming Fire Academy, the Fire Department requests City Council approval to temporarily add two (2) Firefighter positions to authorized staffing for a total of forty-six (46). The additional Firefighter positions will be abolished once the promotions occur.

FINANCIAL IMPLICATIONS:

This request is budget neutral. No additional funding is needed to accomplish this change for 2023 as the Fire recruits will start employment after the promotions have occurred and the funding will therefore be available. This ordinance just allows for the extension of employment offers to an additional two Firefighter candidates.

BOARD/COMMISSION RECOMMENDATION:

None

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no action alternative would be to retain current staffing levels which result in a smaller, less efficient Fire Academy and will cause staffing vacancies until the next academy, which is operationally and financially less ideal.

RECOMMENDATION:

Approval of this Ordinance

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING THE THE FISCAL YEAR 2023
STAFFING ORDINANCE BY TEMPORARILY ADDING TWO (2)
FIREFIGHTER POSITIONS WITHIN THE FIRE DEPARTMENT

WHEREAS, it is necessary to temporarily revise the staffing level for Firefighter for the ultimate efficiency and functionality for the Fire Department; NOW, THEREFORE,

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

The following section captioned "Fire" "of Ordinance No. 10363, being the 2023 Staffing Ordinance, is amended as follows:

<u>Fire</u>	
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] <u>46</u>
Community Risk Reduction Coordinator	1
Administrative Technician	1
Senior Office Assistant	1
Total	[156] <u>158</u>

SECTION 2.

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

SECTION 3.

This Ordinance shall be deemed to amend the Fiscal Year 2023 Budget with respect to the allocation of positions within the Fire Department and shall become effective on the date of final action by the Mayor and City Council.

Action by City Council:

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

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: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Barb Huber, Fire Chief

SUBJECT: AN ORDINANCE APPROVING AN AMBULANCE SERVICE AGREEMENT BETWEEN THE CITY OF PUEBLO AND AMERICAN MEDICAL RESPONSE OF COLORADO, INC

SUMMARY:

The attached agreement authorized the City to enter into this Ambulance Service Agreement for the protection of the health and safety of the residents, visitors, and establishment of the City of Pueblo.

PREVIOUS COUNCIL ACTION:

Approval of Addendum No. 1, Addendum No. 2, Addendum No. 3, and Addendum No. 4.

BACKGROUND:

This ground ambulance service agreement is to be entered into on the 1st day of February 2023 between the City of Pueblo and American Medical Response of Colorado and will be enforced for a period of sixty months concluding on January 31st 2028 unless further modified. American Medical Response shall provide Emergency Medical Transport Services twenty-four hours a day, seven days a week, three hundred and sixty-five days a year for all dispatched emergency medical calls without regard to the patient's ability to pay.

FINANCIAL IMPLICATIONS:

This agreement calls for American Medical Response to reimburse the City of Pueblo \$610,783 per year. City staff time to manage and monitor the contract will be required.

BOARD/COMMISSION RECOMMENDATION:

Not applicable.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

If the agreement is not approved, the alternative is to extend the old contractual agreement through addendum.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2023 Emergency Ambulance Services Contract

ORDINANCE NO.

AN ORDINANCE APPROVING AN AMBULANCE SERVICE
AGREEMENT BETWEEN THE CITY OF PUEBLO AND
AMERICAN MEDICAL RESPONSE OF COLORADO, INC

WHEREAS, in order to assure that residents and visitors within the City limits receive the most efficient, cost-effective and highest quality ground emergency ambulance service, the City is entering into this Ambulance Service Agreement for the protection of the health and safety of the residents and visitors and establishment of an efficacious and monitored ground emergency ambulance service provided by a competitively selected, qualified ambulance service provider; and

WHEREAS, Operator is experienced in the provision of ground emergency ambulance services and was the responsible bidder whose proposal was determined by the City to be most advantageous to the City pursuant to the Request for Proposal for the procurement of the requested services; NOW, THEREFORE,

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

The Ambulance Service Agreement by and between Pueblo, a Municipal Corporation, and American Medical Response of Colorado, Inc., a true copy of which is attached hereto and incorporated herein by reference (the "Agreement") having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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 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

EMERGENCY AMBULANCE SERVICES CONTRACT

THIS EMERGENCY AMBULANCE SERVICES CONTRACT (the "Contract") is made and entered into this 1st day of March, 2023 by and between the City of Pueblo, a Colorado municipal corporation and home rule city, in the County of Pueblo, State of Colorado (the "City"), and American Medical Response of Colorado, Inc., a Colorado Corporation ("Contractor"). The City and Contractor may be referred to individually as a "Party" and collectively as the "Parties."

In consideration of the terms, covenants and conditions contained in this Contract, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Contractor and City agree as follows:

1. SCOPE OF SERVICES

The City shall exclusively use the Contractor for the provision of Emergency Ambulance Services ("Services") within the City's jurisdictional limits including enclaves within the City limits and other jurisdictional areas ("Areas of Operation").

2. TERM OF CONTRACT

It is further agreed that the Contractor will start work promptly and continue to work diligently until completed. The Contract Period of Performance shall be as follows:

Performance Period	Dates
Base Contract:	March 1, 2023 @ 0000 - March 1, 2028 @ 0000
Option Year 1:	March 1, 2028 @ 0000 - March 1, 2029 @ 0000
Option Year 2:	March 1, 2029 @ 0000 - March 1, 2030 @ 0000
Option Year 3:	March 1, 2030 @ 0000 - March 1, 2031 @ 0000
Option Year 4:	March 1, 2031 @ 0000 - March 1, 2032 @ 0000
Option Year 5:	March 1, 2032 @ 0000 - March 1, 2033 @ 0000
Note: All times are Mountain Time	

Option years may be exercised by mutual agreement of the City and Contractor. The City may elect not to exercise an option at any time before start of an option at no additional cost to the City. Further, the City shall have the unilateral option of extending services beyond the term of the Contract, including all options, for a period not to exceed a total of six (6) months if additional time is necessary to solicit and award a new Contract. Options to extend services shall be exercised upon written notification to the Contractor at least thirty (30) days prior to the expiration date of the Contract, or to extend Contract for up to five additional one-year option periods at the City's sole discretion.

The Parties may decide to combine option years but in no event will the Contract exceed ten total years.

It is further stipulated and agreed that the parties Ambulance Service Agreement dated February 1, 2018 shall terminate upon the effective date of this Agreement, March 1, 2023 @ 0000.

3. FINANCIAL REIMBURSEMENT FOR SERVICES PROVIDED BY THE CITY

The City will incur various costs related to Contractor's rendition of the Services, including but not limited to costs associated with:

- A. Dispatch services;
- B. Contract administration;
- C. First responder assistance/stopping the clock for response time compliance purposes;

- D. Lift assist;
- E. Two (2) dispatch cubicles in City's communication center; and
- F. Pueblo Fire Department ("PFD") riding into hospital.

The Contractor will reimburse the City's costs in the amount of Six Hundred and Ten Thousand Dollars (\$610,000) payable in 1/12 of this amount in monthly installment payments. The Parties agree to meet quarterly to review the reimbursement amount for first responder assistance to ensure the amount will not exceed the City's costs. Should an adjustment be needed to the reimbursement amount one such adjustment may be made per contract year. The first reimbursement payment shall be due on or before March 10, 2023, and subsequent monthly installments shall be payable in arrears on or before the tenth day of each subsequent month. Reimbursements not received by the City by such due date shall accrue interest at a rate of 8% per annum until paid.

If, during the term of this Contract, the City pays for additional costs associated with the rendition of the Services by Contractor, such costs may be added to Exhibit A - Statement of Work (hereinafter, "Exhibit A") by mutual written agreement of the Parties. The reimbursements provided for hereunder shall not violate 42 U.S.C. § 1320a- 7b (Federal Anti-Kickback Statute) and the City represents that the reimbursements provided in this Section are less than the costs for the City to provide the Services above. These reimbursement costs do not include liquidated damages assessed pursuant to this Contract, specifically, Exhibit C - Liquidated Damages and Incentive Schedule (hereinafter, "Exhibit C").

Excluding the final year of a contract period, the Parties agree that not less than sixty (60) days after the anniversary date of the Contract, the City and the Contractor shall meet and confer in good faith to review the amount of the Services Reimbursement. The Parties, through their representatives, shall take into consideration and include in the amount of Services Reimbursement all legitimate items of cost permitted to be reimbursed to City under law, but may adjust the amount in consideration of City's operation expense, extraordinary expenses, revenues, current budgetary situations, and other relevant information. Once the Parties have mutually agreed upon a Services Reimbursement rate adjustment, it shall be memorialized and signed by the City and the Contractor . If the Parties fail to reach an agreement, then the Parties shall use the dispute resolution process as outlined in Section 49, of this Contract.

4. CONTRACTOR AMBULANCE RATES AND FEE SCHEDULE

The Contractor shall provide Services without regard to the financial status of the patient. The Contractor shall charge the rates set forth in Exhibit B -Ambulance Rates and Fee Schedule (hereinafter, "Exhibit B") without discount, offset or reduction as the Rates are to ensure adequate collections to support the system and maintain financial sustainability. Similarly, the Contractor shall not exceed the rates set forth in Exhibit B. The Parties agree to review Exhibit B and adjust the rate annually pursuant to the CPI-U as outlined in the paragraph below. The Contractor shall provide to the City actual costs compared to patient charges for ALS and BLS emergency medical ambulance transports, which includes a detailed supply list with Contractor cost and customer charges to include disposable, semi-disposable, reusable, lifetime items, and a detailed mileage fee schedule. At the annual review for Exhibit B, the Contractor shall provide an annual survey of fee schedules and rates for the Pueblo/Denver/Metropolitan areas.

Upon Contractor's written notification to City of an increase to the Consumer Price Index for All Urban Consumers (CPI-U) for the Denver-Boulder/Greeley Area, City agrees that it shall increase the rate requirements on an annual basis in an amount equal to any increase in the CPI-U divided by Contractor's combined collection percentage for all patients and payers during the year of any CPI-U increase. The intent of such formula is to ensure that the effective rate requirements permitted by City, after taking into account Contractor's collection ratio, increase by an amount equal to the CPI-U. Further, Contractor may request an additional increase based on cost factors such as unexpected or unusual increases in the cost of fuel, supplies or labor, or new regulatory or patient care standards, and City shall grant any such request if supported by credible documentation as agreed upon by the Parties.

5. RESPONSE TIME REQUIREMENTS

Citywide combined response time reliability shall be at 90%, as measured monthly per Table A.

Table A.

Priority	Citywide
	ALS 1 st Response
1	8:00 / 8:01 is late
2	13:00 / 13:01 is late
Airport	12:00 / 12:01 is late

- Citywide is defined as first responding City or contractor ALS unit on-scene.
- Priority 1 is emergent lights and sirens.
- Priority 2 is emergent without lights and sirens.

Zones are defined initially in accordance with Exhibit E - Ambulance Response Zone Map (hereinafter, "Response Zone Map" or "Exhibit E"). After the first year of the Contract, the Response Zone Map will be reviewed annually by the City and, in consultation with the Contractor, changes will be implemented as deemed necessary and agreed upon by the Parties.

The City may conduct ongoing analysis to monitor the Contractor's adherence to its stated deployment plan and meet with Contractor as necessary to jointly determine whether changes are needed.

The Contractor will need to be prepared to support the City's growth. As the City jurisdictional limits and population change, the City will determine, in consultation with Contractor the most appropriate ambulance response zone and update the Response Zone Map to be assigned to the new coverage area or revised coverage area within the City. Implementation timeline and financial implications caused by the change in Response Zone Map will be addressed between the Parties during the consultation.

If, during the term of the Contract, it is determined by the City that an area of the City is not receiving service from the Contractor as required by this Contract, then the Contractor agrees to make appropriate and reasonable adjustments to its deployment plan in consultation with the City.

It is the Contractor's responsibility to be familiar with the geographic considerations and changes to response zones.

The City has several state and federal enclaves within the City limits. The Contractor shall respond to all enclaves within the City limits with the same response time criteria as required in the Response Zone Map. Unless otherwise specified, enclaves will have the same response time criteria as the area that surrounds each enclave. In addition, the City provides fire and dispatch services to the Pueblo Airport Industrial Park and the Pueblo Nature Center which areas and response zones are identified in the Response Zone Map.

On a call-by-call basis and not to replace or supplant the Contractor as the exclusive provider of ambulance services, if the Contractor does not have an adequate number of ambulances available or reports an extended response time or if the City deems it in the best interest of the patient for a specific call, then the City reserves the right to use any available agency, or the City's own non-ambulance resources, to provide transportation.

Response time exemptions and call priority changes are referenced further in Exhibit A.

6. LIQUIDATED DAMAGES AND INCENTIVES

The Parties agree the failure to comply with performance requirements will result in damages to the City and that determining actual damages caused by some failures would be difficult or impractical. The liquidated damage amounts agreed to represent a reasonable endeavor by the City and the Contractor to estimate a fair compensation for the foreseeable damage to the City and its citizens due to the Contractor's failure to meet the performance standards, and

in no case constitute a penalty. Payment of liquidated damages will be due sixty (60) days from the date of invoice. Provided the City receives timely and complete data input and reports, the failure of City to invoice within sixty (60) days of such receipt shall act as a waiver and no liquidated damages may be charged for that given month which the City received timely and complete data input and reports.

If payment or an appeal of liquidated damages are not received within sixty (60) days from the date of the City's invoice, such invoice shall be considered a notice of default, and the City may thereafter withdraw such invoiced amount from the performance security the Contractor is required to establish and maintain.

To appeal, Contractor shall note their intention and present evidence and forward it to the Fire Chief within 60 days of receiving the Invoice. The Fire Chief will issue a written decision to Contractor. The Fire Chief may take the following actions:

- (a) Dismiss the violation.
- (b) Sustain the violation and order abatement but suspend any monetary penalty.
- (c) Sustain the violation and impose a penalty up to the designated amount.

If the Contractor is dissatisfied with the decision, the Contractor may appeal the decision to the Deputy Mayor provided such appeal is filed within ten days of service of such decision.

The decision of the Deputy Mayor, or if not appealed the Fire Chief, shall be final and binding on the parties.

Assessment and collection of liquidated damages does not limit the City's rights or ability to exercise any other remedy provided in this Contract or in law or equity.

Liquidated damages and incentives are referenced further in Exhibit C.

7. INSURANCE

The Contractor shall procure and maintain acceptable Insurance Policy(s) conforming to the requirements set forth in Exhibit F – Minimum Insurance Requirements (hereinafter, "Exhibit F"), which includes Property and Liability coverage, and all other coverages listed in Exhibit F. The City shall be reflected as an additional insured on the Auto and General Liability policy(s).

Further, Contractor understands and agrees that Contractor shall have no right of coverage under any existing or future City comprehensive, self, or personal injury policies. Contractor shall provide insurance coverage for and on behalf of Contract that will sufficiently protect Contractor, or Contractor's agents, employees, servants or other personnel, in connection with the services which are to be provided by Contractor pursuant to this Contract, including protection from claims for bodily injury, death, property damage, and lost income. Contractor shall provide workers' compensation insurance coverage for Contractor and all Contractor personnel which complies with Colorado law.

Within ten days after execution of this Agreement by the last of the Parties to sign, Contractor shall provide the City with a Certificate of Insurance complying with the insurance and indemnification provisions in this Agreement. Contractor shall provide additional or renewed copies of the Certificates of Insurance upon thirty days written notice from the City. In the event that either of the insurance policies that Contractor is required to maintain under this Agreement is cancelled or terminated, Contractor shall immediately notify the City in writing and procure replacement policies forthwith, furnishing the City with new Certificates of Insurance copies of the same.

8. PERFORMANCE SECURITY

Contractor shall provide to the City a Performance Bond, or an irrevocable Letter of Credit issued by a federally or state regulated financial institution, (the "Performance Security") in a form and substance acceptable to the City which shall fully guarantee Contractor's performance under the Contract for the full term of the Contract, and any additional extended terms. Such Performance Security will expressly provide for the direct draw by the City and the restriction of rights of both Contractor and the surety on the bond to object and/or to refuse to honor a demand for payment by the City. In the event any letter of credit is issued for a term shorter than the full term of the remaining contract, a replacement letter of credit shall be provided prior to the expiry date of the expiring letter of credit.

The amount of the Performance Security will be One Million Dollars (\$1,000,000). In the case of a Performance Bond, the surety shall be an insurance company authorized to do business in the state of Colorado. If the Performance Security is by letter of credit, it shall be issued by a federally insured (FDIC) banking institution, authorized to do business in Colorado, with a substantial presence in the United States, having a rating acceptable to the City. The City may accept a letter of credit, as a substitute for the surety bond herein required; provided, however, that such letter of credit shall be in a form acceptable to the City in its sole and absolute discretion.

Contractor shall maintain the Performance Security and the provider of the Performance Security will agree to renew the Performance Security throughout the term(s) of this Contract and for a reasonable time thereafter. Contractor shall ensure that written evidence of the Performance Security provided to the City is updated at least annually.

The parties agree that the failure to comply with performance requirements will result in damages to the City and that determining actual damages caused by some failures would be difficult or impractical. Therefore, the parties agree that the liquidated damages as set forth in the attached Exhibit "C" and made a part of this Agreement are not a penalty but are reasonable estimates of actual damages that will occur. Payment of liquidated damages will be due thirty (30) days from the date of invoice or such time as may be otherwise herein provided. If payment is not timely received, such invoice shall be considered a notice of default, and the City may thereafter withdraw such invoiced amount from the Performance Security. Assessment and collection of liquidated damages does not limit the City's rights or ability to exercise any other remedy provided in this Agreement or in law or equity.

The City and Contractor agree that the unique nature of the EMS Services which are the subject of this Agreement require that in the event of Contractor's material default leading to termination of this Agreement by the City, liquidated damages shall be awarded in the amount of the Performance Security. While costs and damages are not easily calculated, the work and expense to achieve another agreement and to conduct an RFP process is extensive. It may be difficult to distinguish the costs of restoration of the EMS Services on an interim or permanent basis and award a new contract. Costs to the City to implement the restoration of the EMS Services on an interim or permanent basis and award a new contract are estimated to equal the Performance Security. Upon declaration by the City of a termination of the Agreement, the City shall take immediate possession of the Performance Security and all of Contractor's rights and interest in and to the Performance Security shall be waived as a liquidated damage to offset the City's expense in providing interim services. The City's draw of the Performance Security under this section shall not act as a bar or limitation on the City's ability to seek other remedies or to recover additional damages from Operator as a result of the material default and termination of the Agreement.

9. RESPONSIBILITIES OF THE CONTRACTOR

The Contractor shall be responsible for the professional quality, technical accuracy, and the coordination of all services furnished by the Contractor under this Contract. The Contractor shall, without additional compensation, correct or revise any errors or deficiencies in services provided under this Contract to the satisfaction of the City.

The City's review, approval of, acceptance of, or payment for the services required under this Contract shall not be construed to operate as a waiver of any rights under this Contract or of any cause of action arising out of the performance of this Contract, and the Contractor shall be and remain liable to the City for any and all damages to the City caused by the Contractor's negligent performance of any of the services furnished under this Contract.

The rights and remedies of the City provided for under this Contract are in addition to any other rights and remedies provided by law.

If the Contractor is comprised of more than one legal entity, each such entity shall be jointly and severally liable hereunder.

10. WORK OVERSIGHT

Pursuant to City Code § 3-2-2, P.M.C., the PFD chief has authority over and regulates medical control with respect to emergency medical services. As such, the PFD Chief or designated company officer shall have on-scene authority whenever there is a question as to medical treatment or patient destination, and the final decision shall be made by the PFD Chief, company officer, firefighter/paramedic, or on-line medical control. Regulations promulgated under said authority are set forth in Exhibit D- Pueblo EMS Operating Guide. Contractor is not responsible for any such decisions made by PFD Chief or designated company officer; provided, however, no contractual claim shall exist against the

City by way of this provision nor shall this provision or any provision of this Agreement be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.

The extent and character of the work to be done by the Contractor shall be subject to the general approval of the City by and through the Pueblo Fire Department. Contractor shall be responsible for all required performance reports and documents as outlined in the Exhibit A.

When defects in work or services are identified, the City will require the Contractor to take necessary action to ensure that future performance conforms to Contract requirements and the City may also implement any other remedies available in this Contract or at law.

11. SUBCONTRACTORS, ASSOCIATES, AND OTHER CONTRACTORS

Any subcontractor, outside associates, or other contractors used by the Contractor in connection with Contractor's work under this Contract shall be limited to individuals or firms that are specifically identified by the Contractor in the Contractor's proposal and agreed to by the City. The Contractor shall obtain the written consent of the PFD Chief before making any substitution of these subcontractors, associates, or other contractors.

The Contractor shall include a flow down clause in all of its subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall cause all of the terms and conditions of this Contract, including all of the applicable parts of the Contract Documents, to be incorporated into all subcontracts, agreements with outside associates, and agreements with other contractors. The flow down clause shall provide clearly that there is no privity of contract between the City and the Contractor's subcontractors, outside associates, and other contractors.

12. MUTUAL AID

The Contractor may utilize mutual aid agencies with whom Contractor has a contractual relationship in case of extraordinarily high emergency call volume. Requests for mutual aid from agencies are the responsibility of the Contractor. Regardless of whether the Contractor is using a mutual aid partner, Contractor will be responsible for meeting response time performance requirements under this Contract.

The Contractor is required to submit, for the approval of the Fire Chief, a list of all agencies and agreements with whom the Contractor is requesting to enter into mutual aid agreements for the provision of 911 – transport service in the City.

The Contractor shall provide a monthly report of when and which agencies responded into the City for 911 transport services. If the City, at its discretion, determines the Contractor is utilizing mutual aid resources regularly, it may require the Contractor to reevaluate and immediately adjust its deployment plan.

The City will not prevent the Contractor from responding to mutual aid requests outside of the City limits. The City recognizes it is beneficial for the most appropriate and closest ambulance to respond to an emergency incident regardless of what jurisdiction the unit is located. However, the Contractor shall not deplete the City of its dedicated ambulances below the mutually agreed upon level of ambulances within the city limits as set forth in Exhibit D – Pueblo EMS Operating Guide (hereinafter, "Exhibit D").

13. START AND CONTINUANCE OF WORK

It is further agreed that the Contractor will start work promptly and continue to work diligently during the Contract term.

In the event of material default by Contractor, Contractor will use its best efforts to assure continuous delivery of services required under this Contract regardless of the underlying cause or consequence of such default.

Assuring continuation of services may require the City to deliver the services and/or arrange for the delivery of the services by another contractor. If the Contractor is notified by the City of termination due to default, the City will have the right to execute an emergency takeover of the Contractor's operations within the Areas of Operation but only for the operations directly related to the City 911 system, including taking possession of rolling stock, equipment and medical supplies, as needed, for a period of one hundred eighty (180) days at fair market value rental.

14. NO MULTI-YEAR FISCAL OBLIGATION ON CITY

This Contract is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor 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 Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this Contract, with respect to any financial obligation of the City which may arise under this Contract in any fiscal year after 2023, 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 or breach of this Contract, including any sub-agreement, attachment, schedule, or exhibit thereto, by the City.

15. CONTRACT MODIFICATION

Any amendments or modifications of the terms of this Contract shall be in writing and will be effective only after the approval and signing of the Parties to this Contract.

The City may, upon mutual agreement and at any time, order changes within the scope of this Contract without invalidating this Contract. In such event, equitable adjustment of Contract provisions may be authorized by the City. Such Contract changes must be in writing. During the term of this Contract the parties may elect to implement or require a Tiered Response System or Nurse Navigation System then the Contractor and the City agree to negotiate in good faith any necessary revision to the Financial Reimbursement, Ambulance Rates, and any other implicated fee or payment e.g., subsidy, treatment in place fees or telehealth fees.

Although Exhibit D sets forth Department regulations of PFD, changes made to Exhibit D will only be made after consultation with Contractor. The Parties agree to annually memorialize all changes to Exhibit D in the previous year.

16. ASSIGNMENT

No assignment or transfer by the Contractor of this Contract or any part thereof or of the funds to be received thereunder by the Contractor will be recognized unless such assignment has had the prior written approval of the City and the surety has been given due notice of such assignment. Such written approval by the City shall not relieve the Contractor of the obligations under the terms of this Contract. In addition to the usual recitals in assignment contracts, the following language must be included in the assignment:

It is agreed that the funds to be paid to the assignee under this assignment are subject to a prior lien for services rendered or materials supplied for the performance of the work called for in said contract in favor of all persons, firms, or corporations rendering such services or supplying such materials.

17. CHOICE OF LAW

This Contract is subject to and shall be interpreted in accordance with the laws of the State of Colorado, and the Charter, City Code, Ordinances, Rules and Regulations of the City of Pueblo, Colorado, a Colorado home rule city. Court venue and jurisdiction shall be exclusively in the Colorado District Court for Pueblo County, Colorado. The Parties agree that the place of performance for this Contract is deemed to be in the City of Pueblo, Pueblo County, State of Colorado. The Contractor shall ensure that the Contractor and the Contractor's employees, agents, officers and subcontractors are familiar with, and comply with, applicable Federal, State, and Local laws and regulations as now written or hereafter amended.

18. WORKERS' COMPENSATION INSURANCE

Contractor shall take out and maintain during the Period of Performance, Workers' Compensation Insurance for the Contractor and all employees of the Contractor complying with Colorado law. If any service is sublet by the Contractor, the Contractor shall require the subcontractor to provide the same coverage for the subcontractor and subcontractor's employees. Workers' Compensation Insurance shall include occupational disease provisions covering any obligations of the Contractor in accord with the provisions of the Workers' Compensation Act of Colorado.

19. INDEMNIFICATION

Contractor agrees that the Contractor shall indemnify, defend and hold harmless the City, its officers, employees and agents, from and against any and all loss, damage, injuries, claims, cause or causes of action, or any liability

whatsoever resulting from, or arising out of, or in connection with the Contractor's obligations or actions under this Contract caused, in whole or part, by any willful or negligent error, omission or act or a failure to observe any applicable standard of care by the Contractor or any person employed by it. In consideration of the award of this Contract, to the extent damages are covered by insurance, the Contractor agrees to waive all rights of subrogation against the City, its subsidiary, parent, associated and/or affiliated entities, successors, or assigns, its elected officials, trustees, employees, agents, and volunteers for losses arising from the work performed by the Contractor for the City. The indemnification obligation shall survive the expiration or termination of this Contract.

20. INDEPENDENT CONTRACTOR

The Contractor understands and agrees that the Contractor and the Contractor's employees, agents, servants, or other personnel are not City employees. The Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to the Contractor or any of the Contractor's employees, agents, servants or other personnel performing services or work under this Contract, whether it is of a direct or indirect nature. Further in that regard, it is expressly understood and agreed that for such purposes neither the Contractor nor the Contractor's employees, agents, servants or other personnel shall be entitled to any City payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever.

21. FORCE MAJEURE.

Except as may be otherwise provided in this Agreement, neither party shall be liable in damages or have the right to terminate this Agreement for any delay or default in performance if such delay or default is proximately caused by conditions within the City beyond its reasonable control and occurs without the party's fault or negligence including, but not limited to, Acts of God, fire, storm, flood, war, rebellion, insurrection, riot, strike and/or any other cause beyond the reasonable control of the party whose performance is affected (each, a "Force Majeure Event").

Neither party shall be liable for any failure or delay in performance under this Agreement (other than for delay in the payment of money due hereunder) to the extent such failures or delays are proximately caused by a Force Majeure Event, provided that, as a condition to the claim of nonliability, the party claiming nonliability due to a Force Majeure Event shall give the other prompt written notice, with full details, following the occurrence of the cause relied upon. Failure to give notice within seven (7) days from the occurrence of the Force Majeure Event shall act as a waiver of the party's right to claim nonliability due to the Force Majeure Event.

To the extent any dates by which performance obligations under this Agreement are scheduled to be met, such dates will be extended for a period equal to the time lost due to any delay caused by a Force Majeure Event for which timely notice is provided.

22. APPLICABLE LAW AND LICENSES

In the conduct of the services or work contemplated in this Contract, the Contractor shall ensure that the Contractor and all subcontractors comply with all applicable state, federal and City and local law, rules and regulations, technical standards or specifications. The Contractor shall qualify for and obtain any required licenses prior to commencement of work and shall maintain such licenses continuously for the duration of this Contract and any extensions thereof.

23. PRIOR AGREEMENTS

This is a completely integrated Contract and contains the entire agreement between the Parties. Any prior written or oral agreements or representations regarding this Contract are superseded and shall be of no effect whatsoever. This Contract may only be amended in writing and executed by duly authorized representatives of the Parties hereto.

24. TERMINATION WITHOUT CAUSE

Either party may terminate this Agreement upon 365 days prior written notice to the other party.

25. WAIVERS

No waiver of default by the City of any of the terms, covenants, and conditions hereof to be performed, kept, and observed by the Contractor shall be construed, or shall operate, as a waiver of any subsequent default of any of the terms, covenants, or conditions herein contained to be performed, kept, and observed by the Contractor.

26. THIRD PARTIES

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

27. BOOKS OF ACCOUNT AND AUDITING

In accordance with applicable laws and HIPAA including the execution of a business associate agreement, the Contractor shall make available to the City in response to individual requests, true and complete records, which support billing statements, reports, patient care reports, performance indices, and all other related documentation. The City's authorized representatives shall have access with reasonable advance notice, to all records, which are deemed appropriate to audit billing statements, reports, performance indices, and all other related documentation. The Contractor agrees that it will keep and preserve for at least seven years all documents related to the Contract which are routinely prepared, collected or compiled by the Contractor during the performance of this Contract.

The City's Auditor and the Auditor's authorized representatives shall have the right at any time to audit all of the related documentation. The Contractor shall make all documentation available for examination at the Auditor's request at either the Auditor's or Contractor's offices, and without expense to the City.

See Exhibit A Section 12 for additional finance and administration requirements.

28. RESERVED

29. COMPLIANCE WITH IMMIGRATION REFORM AND CONTROL ACT OF 1986

Contractor certifies that Contractor has complied with the United States Immigration Reform and Control Act of 1986. All persons employed by Contractor for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

30. COMPLIANCE WITH ALL LAWS AND REGULATIONS AND REPORTING

The Contractor must comply with all federal, state and local laws, regulations, rules and procedures applicable to the provision of the services provided, including but not limited to the Health Insurance Portability and Accountability Act of 1996, (HIPAA) and the implementing regulations as well as plans and ordinances applicable to ambulance Contractor and ambulance service personnel.

The Contractor shall notify the City anytime the Contractor or any of its employees are named or noticed in any administrative, civil or criminal proceedings that limits their ability to work for the Contractor or the Contractor's ability to provide services to the City. This notice shall be in written form and forwarded to the City within five (5) business days of the date the Contractor or any of its employees become aware of any such claim or notice.

The Contractor shall also notify the City anytime any material regulatory authority audits of the Contractor or any of its employees. The notice shall be in written form and forwarded to the City within five (5) working days of the date the Contractor or any of its employees become aware of any such audit.

The Contractor shall inform the City of the results of any material proceedings or audit. This notice shall be in written form and forwarded to the City within five (5) business days of the resolution.

For purposes of this section and other sections, "material" shall mean a circumstance, event, action or inaction of such a nature that knowledge of the item would substantially affect the Contractor's ability to provide the contracted Services to the City.

31. LABOR

The Contractor shall employ only competent, certified, and skilled emergency medical personnel to provide medical care under this Contract. Non-care positions shall have appropriate certifications/training for their positions. The

Contractor shall at all times enforce strict discipline and good order among Contractor's employees. The City may make recommendations in accordance with applicable laws to suggest the removal from the work of any person, including Contractor's or any employees, who refuses or neglects to observe any of the provisions of the Contract, who is incompetent, abusive, threatening, or disorderly in conduct, however the sole decision of whether to remove personnel belongs to the Contractor.

In no event shall the City be responsible for compensation.

32. GRATUITIES

This Contract may be terminated if the Mayor, the Mayor's designee, or the City's Director of Purchasing determine, in his or her sole determination, that the Contractor or any officer, employee, agent, or other representative of the Contractor offered to give or gave a gift or hospitality to a City officer, employee, agent for the purpose of influencing any decision to grant a City contract or to obtain favorable treatment under any City contract.

The term "hospitality" includes accommodations, tours, event tickets, recreation, entertainment, meals or other similar personal benefits. The term "gift" includes a payment, subscription, advance, forbearance, acceptance, rendering or deposit of money, services, or anything of value given to include food, lodging, transportation, golf or other recreation or entertainment token or award.

Contract termination under this provision shall constitute a breach of Contract by the Contractor, and the Contractor shall be liable to the City for all costs of reletting the contract or completion of the project. Further, if the Contractor is terminated under this provision, or violates this provision but is not terminated, the Contractor shall be subject to debarment under the City's Purchasing Policies and Procedures. The rights and remedies of the City provided in this clause shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

33. NON-DISCRIMINATION

In accordance with applicable laws including, C.R.S. § 24-34-402, the Contractor will not discriminate against any employee or applicant for employment because of disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. But, with regard to a disability, it is not a discriminatory or an unfair employment practice for an employer to take into consideration disability if there is no reasonable accommodation that the employer can make with regard to the disability, the disability actually disqualifies the person from the job, and the disability has a significant impact on the job. The Contractor will take affirmative action to ensure that applicants are employed, and that employees are treated during employment without regard to their disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry. Such actions shall include, but not be limited to, the following: employment, upgrading, demotion, or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training; including apprenticeship.

The Contractor agrees to post in conspicuous places, available to employees and applicants for employment, notices to be provided setting forth the provisions of this nondiscrimination clause.

The Contractor will, in all solicitations or advertisements for employees placed by or on behalf of the Contractor, state that all qualified applicants will receive consideration for employment without regard to disability, race, creed, color, sexual orientation, religion, age, national origin, or ancestry.

Contractor will cooperate with the City in using Contractor's best efforts to ensure that Disadvantaged Business Enterprises are afforded the maximum opportunity to compete for subcontracts or work under this Contract.

34. ORDER OF PRECEDENCE

Any inconsistency in this Contract shall be resolved by giving precedence in the following order:

- A. This Contract
- B. Exhibit A - Statement of Work
- C. Exhibit B - Ambulance Rates and Fee Schedule
- D. Exhibit C - Liquidated Damages and Incentive Schedule
- E. Exhibit D - Pueblo EMS Operating Guide

- F. Exhibit E - Ambulance Response Zone Map
- G. Exhibit F - Minimum Insurance Requirements
- H. Exhibit G - Contractor's Proposal

35. HEADINGS

The section headings contained in this Contract are for reference purposes only and shall not affect the meaning or interpretation of this Contract.

36. PAYMENTS

The City will not provide financial subsidy or payment of any kind to a private Contractor. The intent is to achieve the best services for the public health and safety.

37. SECURITY

The City maintains security requirements regarding access to City buildings and other City workplaces and worksites on City property. All Contractor personnel accessing City buildings, workplaces, or worksites, may be required to produce a valid, U.S. Government issued picture identification. Contractor personnel lacking such identification may not be allowed access to such sites. No costs incurred by the Contractor due to City security requirements shall be allowable or payable under this Contract.

38. EMPLOYMENT OF LABOR

The Contractor shall comply with and defend and hold the City harmless from any violation of all laws and lawful rules and regulations, both of the State of Colorado and of the United States, relating to Workmen's Compensation, unemployment compensation, Social Security, payment for overtime, and all other expenses and conditions of employment under this Contract.

39. FIREARMS

Except as may be required by applicable local, state or federal laws, no firearms (including concealed weapons) shall be used by Contractor in the provision of the Services contemplated by this Contract. No Contractor or subcontractor personnel while on duty in the performance of this Contract shall carry a firearm within the Areas of Operation. A violation of this provision will cause the violator to be subject to police and legal action.

40. SEVERABILITY

If any terms, conditions, or provisions of this Contract shall be held unconstitutional, illegal, or void, such finding shall not affect any other terms, conditions, or provisions of this Contract.

41. LIABILITY OF CITY EMPLOYEES

All authorized representatives of the City are acting solely as agents and representatives of the City when carrying out and exercising the power or authority granted to them under the Contract. There shall not be any liability on them either personally or as employees of the City.

42. USE OF CITY NAME OR LOGO AND PRODUCT ENDORSEMENT/ ADVERTISING

Except as otherwise provided in this Contract, the Contractor shall not refer to this Contract or the City of Pueblo in any advertising or promotions in such a manner as to state or imply that the product or service provided is endorsed or preferred by the City of Pueblo, its employees, or its Departments, or is considered by these entities to be superior to other products or services. Any use of the name or logo of the City of Pueblo in advertising or promotions must be approved in writing by the City prior to such use.

Contractor shall identify its ambulances and service vehicles with Contractor's name and logos but may also include "Contractor for" or words to that effect approved by the City, accompanied by an approved City logo, as provided by the City, on ambulances and service vehicles used during the performance of this Contract.

Contractor (and any supplier, subcontractor, etc.) may not use the name of the City for any endorsement without the prior written consent of the City, which consent shall be provided or not provided as determined in the City's sole and absolute discretion.

43. MATERIAL DEFAULT

Conditions and circumstances that constitute a material default by Operator pursuant to this Contract include:

- A. Failure of the Contractor to operate the service in a manner which enables the City to remain in material compliance with federal or state laws, rules or regulations;
- B. Failure to comply with any federal, state and local laws, regulations, rules or procedures applicable to the provision of ambulance services;
- C. Providing false information or data to the City during the course of operations, including but not limited to, dispatch data, patient report data, response time data, or falsification of any other data required to be reported under this Contract;
- D. Excessive and unauthorized scaling down of operations to the detriment of performance and during a lame duck period. Contractor shall not down scale operation to the detriment of performance at any time including but not limited to a lame duck period without the express written approval by the City;
- E. Repeated failure of the Contractor to maintain facilities, vehicles and equipment in accordance with manufacturer recommended maintenance procedures;
- F. Acceptance by the Contractor or Contractor's employees of any bribe, kickback or consideration of any kind in exchange for any consideration whatsoever, when such consideration or action on the part of the Contractor or Contractor's employees could be reasonably construed as a violation of federal, state or local law;
- G. Payment by the Contractor or any of the Contractor's employees of any bribe, kickback or consideration of any kind to any federal, state or local public official or consultant in exchange for any consideration whatsoever, when such consideration could be reasonably construed as a violation of any federal, state or local law;
- H. Material failure of the Contractor to maintain required insurance;
- I. Chronic failure of the Contractor to require its employees to meet any medical standard of care as established by the City and Contractor's Medical Director(s);
- J. Failure to meet Response Time Requirements as set forth in the Contract for three (3) consecutive months or for four (4) non-consecutive months in any twelve (12) month consecutive period;
- K. More than three Delayed Responses, as defined in Exhibit C, in any rolling twelve (12) month period;
- L. Failure to maintain the required Performance Security;
- M. Chronic failure to have and maintain equipment in accordance with the requirement of Exhibit A;
- N. Contractor files a petition commencing a voluntary case under the U.S. Bankruptcy Code; or for liquidation, reorganization, or an arrangement pursuant to any other U.S. or state bankruptcy laws; or shall be adjudicated a debtor or be declared bankrupt or insolvent under the U.S. Bankruptcy Code ; or any other federal or state laws relating to bankruptcy, insolvency, winding-up, or adjustment of debts; or makes a general assignment for the benefit of creditors; or admits in writing its inability to pay its debts generally as they become due; or if a petition commencing an involuntary case under the U.S. Bankruptcy Code or an answer proposing the adjudication of Contractor as a debtor or bankrupt or proposing its liquidation or reorganization pursuant to the U.S. Bankruptcy Code or any other U.S. federal or state bankruptcy laws is filed in any court and Contractor consents to or acquiesces in the filing of that pleading or the petition or answer is not discharged or denied within sixty (60) calendar days after it is filed;
- O. A custodian, receiver, trustee or liquidator of Contractor, all or substantially all of the assets or business of Contractor, or of Contractor's interest in the Work or the Contract, is appointed in any proceeding brought against Contractor and not discharged within sixty (60) Calendar Days after that appointment, or if Contractor shall consent to or acquiesces in that appointment; and

- P. Chronic failure to cure a minor breach after written notice from the City and reasonable opportunity to cure which shall be no less than thirty (30) days.

The use of the term "chronic failure" in this section shall be determined by the City on a case-by-case basis and may include any instance of four or more incidents on a rolling twelve (12) month period to comply with the above requirements, as determined in the City's sole discretion.

44. REMEDIES IN THE EVENT OF MATERIAL DEFAULT

The City shall have all rights and remedies available at law or in equity. The City's remedies shall be cumulative and the exercise of any rights and remedies shall be in addition to the exercise of any other rights and remedies available to the City (including liquidated damages).

In the event of a material default, the Contractor shall be responsible for payment of the applicable liquidated damages as determined by Exhibit C, regardless of the Contractor's subsequent cure of the material default.

45. NOTICE OF MATERIAL DEFAULT AND TERMINATION

In the event of a Material Default under Section 43, the City will provide Contractor with a thirty (30) days written notice setting forth the nature of the default and an opportunity to cure; provided, however, if City determines within its sole discretion that there exists a substantial and imminent threat to the public health and safety at large, the City may immediately terminate the Contract without providing such notice or opportunity to cure and initiate an emergency takeover of the System in accordance with Section 46 of this Contract.

When notice and opportunity to cure is provided, Contractor will be permitted to submit a written plan to cure such default; provided, however, the thirty (30) day cure period will not be extended while Contractor prepares a written plan. In the event Contractor fails to timely cure, as determined in the City's sole discretion, the City may terminate this Contract.

Upon termination, Contractor will cooperate fully and immediately with the City to effect a prompt and orderly transfer of all responsibilities. The City shall determine the process by which the emergency takeover of the Services will occur. Contractor may dispute a default asserted by the City; however, such dispute will not delay, in any manner, the transfer of operations as required by the City. Moreover, such dispute by Contractor as to whether a default has occurred will not delay or in any way limit the City's right to payment of the Performance Security if the City terminates the Contract.

Contractor agrees that all rights and remedies (including drawing against the Performance Security) afforded to the City in the event of termination are reasonable and necessary for the protection of the public health and safety.

Contractor's cooperation with and support of the City's termination of this Contract, as well as the City's draw on the Performance Security, will not be construed as an admission or agreement by Contractor as to the City's finding of a material default.

46. CONTINUOUS SERVICE DELIVERY UPON MATERIAL DEFAULT

In the event of material default by Contractor, Contractor will use its best efforts to assure continuous delivery of the Services required under this Contract regardless of the underlying cause or consequence of such default.

Contractor agrees that there is a public health and safety obligation that requires the City to provide uninterrupted service delivery in the event of default, even if Contractor disagrees with the determination of default.

Assuring continuation of the Services may require the City to deliver the Services and/or arrange for the delivery of the Services by another contractor. Contractor agrees that if it is notified by the City of termination due to Contractor's default, the City will have the right to execute an emergency takeover of Contractor's operations within the Areas of

Operation. Contractor will be required to cooperate fully with such takeover and will challenge or appeal the matter only after such takeover has been completed. This cooperation will include allowing the City to directly operate Contractor's systems for a period of up to twelve (12) months following the termination of Contractor.

Upon termination of the Contract by the City, Contractor shall lease its ambulances, equipment, support vehicles and the City-dedicated portion of the communications facilities to the City for a period of up to twelve (12) months at fair market value to the City. The City shall maintain and repair such equipment and facilities using the same standards as required of Contractor under this Contract. Contractor further agrees to make available to the City all means to contact its employees working in Contractor's City operations so that they may be retained on an emergency basis by the City for operations.

47. MINOR BREACH EXAMPLES

Minor breaches to the Contract are terms that the Contractor failed to meet the expectations and intent of the Contract. These breaches include but are not limited to the following:

- A. Failure of the Contractor to meet operational or quality improvement requirements as defined by the City;
- B. Failure to mandate and hold accountable the Contractor's employees attendance for clinical education and CQI reviews as stated by the Medical Director(s) or Exhibit D;
- C. Failure to provide a unified message along with the City and Contractor's Medical Director(s) as to medical protocols;
- D. Failure to resolve data inconsistencies such as but not limited to changing response data after the month- end close;
- E. Failure of personnel to follow the requirements in Exhibit D;
- F. Allowing personnel to work without proper certification level(s);
- G. Elective or willing disregard of the destination guidelines, absent a change in patient condition; and
- H. Material failure to utilize/follow radio communications as detailed in Exhibit D.

48. REMEDIES IN THE EVENT OF MINOR BREACH

The City shall have all rights and remedies available at law or in equity. The City's remedies shall be cumulative and the exercise of any rights and remedies shall be in addition to the exercise of any other rights and remedies available to the City (including liquidated damages).

In the event of a minor breach, Contractor shall be responsible for payment of the applicable liquidated damages regardless of the Contractor's subsequent cure of the minor breach.

49. DISPUTES

All disputes arising from or related to this Contract, with the exception of liquidated damages, shall be addressed in the following manner:

- A. The Parties shall meet as soon as reasonably possible after a dispute arises, but in no event later than thirty (30) calendar days from the initial written notice of the dispute. The meeting shall be attended by persons with decision-making authority regarding the dispute, to attempt to resolve the dispute; provided, however, that no such meeting shall be deemed to vitiate or reduce the obligations and liabilities of the Parties or be deemed a waiver by a Party of any remedies to which such Party would otherwise be entitled unless otherwise agreed to by the Parties in writing.
- B. If, within thirty (30) calendar days after such meeting, the Parties have not resolved the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.
- C. The Parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the negotiation period, they shall each select a mediator. The two mediators will then appoint a third mediator who shall conduct mediation for the Parties as the sole mediator.
- D. The Parties agree to participate in good faith in the mediation for a period of thirty (30) calendar days. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the Parties are not

successful in resolving the dispute through mediation, then the Parties shall be free to pursue any other remedy afforded by the laws of the State of Colorado.

- E. Until final resolution of any dispute hereunder, the Contractor shall diligently proceed with the performance of this Contract as directed by the City. For purposes of this Contract, termination for convenience shall not be deemed a dispute. The City and the Contractor agree to notify each other in a timely manner of any claim, dispute, or cause of action arising from or related to this Contract, and to negotiate in good faith to resolve any such claim, dispute, or cause of action. To the extent that such negotiations fail, the City and the Contractor agree that any lawsuit or cause of action that arises from or is related to this Contract shall be filed with and litigated only by the Colorado District Court for Pueblo County, CO.

50. LAME DUCK PROVISION

Should Contractor be unsuccessful in any subsequent emergency ambulance services contract award process, Contractor will, as required by the City, continue to provide services required under the contract until a new Contractor is selected and is performing services. Under these circumstances, Contractor will serve as a "lame duck" Contractor for up to six (6) months to assure continued performance consistent with the requirements of the contract. The Contractor will continue all services at the same level of effort and performance that were provided under the contract prior to the beginning of a new contract award process, to include continuation of paying liquidated damages.

The City recognizes that if a new Contractor prevails in a future award process, Contractor may reasonably begin to transition the performance of services to the new Contractor. The City will not unreasonably withhold its approval of Contractor's orderly transition process, including reasonable plans to relocate staff, relocate equipment, etc., but only to the extent that such transitioning does not impair the performance of services during the period.

During any future contract award process conducted by the City, Contractor will permit its non-management personnel to discuss with competing organizations issues related to employment, if Contractor is not an Offeror. Contractor may, however, require that its non-management personnel refrain from providing information to a competing organization regarding Contractor's then current operations and Contractor may also prohibit its management personnel from communicating with representatives of competing organizations during such contract award process. However, once the City has made its decision regarding award, and in the event a new Contractor is selected, Contractor will permit free discussion between its Pueblo County based employees and the new Contractor without restriction and without consequence to any employee.

51. RELATIONSHIP OF THE PARTIES

Nothing in this Contract will be construed to create a relationship between the City and Contractor of employer and employee, principal and agent, partnership, joint venture, or any relationship other than that of independent parties contracting with each other solely for the purpose of carrying out the provisions of this Contract.

52. NON-EXCLUSION

Each Party represents and certifies that neither it nor any practitioner or employee who orders or provides services on its behalf hereunder has been convicted of any conduct that constitutes grounds for mandatory exclusion as identified in 42 U.S.C. § 1320a-7(a). Each Party further represents and certifies that it is eligible to participate in federal health care programs or in any other state or federal government payment program. Each Party agrees that if DHHS/OIG excludes it, or any of its practitioners or employees who order or provide services, from participation in federal health care programs, the Party must notify the other party within five (5) days of knowledge of such fact, and the other Party may immediately terminate this Contract, unless the excluded Party is a practitioner or employee who immediately discontinues ordering or providing services hereunder.

53. TAXES

Contractor shall be responsible for complying with all federal, state and local tax laws, regulations and rules applicable to its performance of this Contract.

54. NOTICE

Any notice to the Parties required under this Contract shall be in writing delivered to the person designated below as Contract Coordinator at the indicated address unless otherwise designated in writing. Notices shall be personally delivered, sent by certified mail return receipt requested, sent by electronic mail, or sent for next day delivery by nationally recognized next day courier service to:

To Contractor:

Regional Director,
American Medical Response of Colorado, Inc.
922 S. Santa Fe Ave.
Pueblo, CO 81006

With a Mandatory Copy To:

Legal Department,
American Medical Response of Colorado, Inc.
6363 S. Fiddler's Green Circle, 14th Floor
Greenwood Village, CO 80111

To City:

Fire Chief, Pueblo Fire Department 375
1551 Bonforte Blvd.
Pueblo, CO 81001

With a Mandatory Copy To:

City Attorney
1 City Hall Place, 3rd Floor
Pueblo, CO 81001

55. COUNTERPARTS

This Contract may be executed in counterparts, each of which shall be deemed to be an original.

56. AUTHORITY

Each of the undersigned represents that he or she has full authority to bind their respective entity with regard to the matters contained herein.

57. EXHIBITS

The following Exhibits are made a part of this Contract:

- Exhibit A - Statement of Work
- Exhibit B - Ambulance Rates and Fee Schedule
- Exhibit C - Liquidated Damages and Incentive Schedule
- Exhibit D - Pueblo EMS Operating Guide
- Exhibit E - Ambulance Response Zone Map
- Exhibit F - Minimum Insurance Requirements
- Exhibit G - Contractor's Proposal

Signature Section on following page.

IN WITNESS WHEREOF, the Parties to this Contract have set forth their hand, to be effective as of the effective date above.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

AMERICAN MEDICAL RESPONSE OF
COLORADO, INC.

By _____
Nicholas Gradisar, Mayor

By _____
Printed Name/Title:

Attest _____
Marisa Stoller, City Clerk

[SEAL]

APPROVED AS TO FORM

Dan Kogovsek, City Attorney

STATEMENT OF WORK FOR AMBULANCE SERVICES

The Contractor (hereafter "Contractor") shall furnish the requisite dedicated 911 ambulance vehicles, equipment, and personnel to assist the City in protecting and promoting the health, safety and welfare of sick and injured persons wherever and whenever the Contractor may be requested by the City communications center to respond. If the Contractor does not have an adequate number of ambulances available or reports an extended response time for a specific call, then the City reserves the right to use any available Contractor or other agency to provide transportation. All emergent medical incidents, including those requests received by the Contractor by means of their proprietary phone line, will go through the City's emergency 911 system. Requests excluding the ones listed in Exhibit D will be handled by the Pueblo Fire Department (PUEBLO FD or PFD) and the Contractor.

1. PERFORMANCE REQUIREMENTS**1.1 COMMAND AND CONTROL**

- 1.1.1 While on or enroute to any emergency incident, the Contractor's employees shall operate under the City's command and control structure and policies in accordance with City Code § 3-2-2(e) and Pueblo EMS Operating Guide, the PUEBLO FD chief or designee has ultimate on scene authority. Whenever there is a question as to medical treatment or patient destination, the final decision shall be made by the PUEBLO FD chief officer, company officer, paramedic, or on-line medical control as set forth in the Pueblo EMS Operating Guide.
- 1.1.2 PUEBLO FD personnel may ride in/attend any patient to the hospital, at any time and for any reason, to include but not limited to patient continuity of care, extra help in the back of the ambulance, learning opportunity, et cetera. It is the responsibility of the Contractor to provide return transportation to fire stations for PUEBLO FD personnel. PUEBLO FD shall be responsible that any personnel rendering care is not excluded, suspended, debarred or otherwise ineligible under local, federal or state law from providing patient care (including, but not limited to OIG exclusions). PUEBLO FD is responsible for ensuring all personnel rendering care abide by all local, state and federal laws, including but not limited to, HIPAA.
- 1.1.3 Clinical practices are defined jointly by the City and Contractor's Medical Director(s). Whenever there is a question as to medical training, the final decision shall rest jointly with the City and Contractor Medical Director(s).

1.2 HOURS OF OPERATION

The Contractor shall operate continuously and without interruption twenty- four (24) hours a day, seven (7) days a week, three hundred sixty-five (365) days a year.

1.3 AREAS OF OPERATION

The Contractor shall respond to incidents within the City limits including enclaves within the City limits and other jurisdictional areas as set forth in Section 1 and 5 of the Contract and Exhibit E.

1.4 SYSTEM STATUS MANAGEMENT PLAN AND DEPLOYMENT

- 1.4.1 It is the Contractor's responsibility to deploy or redeploy ambulances as necessary to meet call volume within the City.
- 1.4.2 The Contractor is responsible to provide ambulance transport services within the agreed upon areas with its own resources. The Contractor's deployment plan must be restricted to Contractor resources. It shall not include neighboring jurisdiction's ambulances or mutual aid partners as part of its regular deployment plan.
- 1.4.3 The Contractor shall develop, maintain, and share its system status management plans with the City quarterly and as requested by the City. System status management (SSM) plans must include the following element.

- A. Identification of the number of dedicated ambulances to be deployed during each hour of the day and day of the week
- B. Description of SSM strategies to meet performance requirements
- C. Description of how the Contractor will meet peak demand periods and during periods of unusually high call volume
- D. Map identifying proposed stations or posts to meet response times in each zone
- E. A description and policy to address any use of call back crews or mandatory staffing
- F. Daily employee staffing plan
- G. Description of field supervision method, staffing, and vehicles to be deployed during each hour of the day and day of the week
- H. Description of the use of mutual aid
- I. Description of the response/surge capabilities to mass casualty incidents (MCI)

1.4.4 Proposed changes to the deployment plan must be shared with the City.

1.5 RESPONSE TIMES

- 1.5.1 The City recognizes it is essential for a quality EMS system to provide rapid EMS care.
- 1.5.2 Currently, the City dispatches the closest available ALS or BLS resource. The City is under no obligation to dispatch an ALS resource.
- 1.5.3 The official timekeeper for calls shall be the City communications center. The following definitions and measurements shall apply.
- 1.5.4 The City currently utilizes two (2) basic 911 response priorities: Priority 1 (Code 3; lights and siren), and Priority 2 (Code 2; not lights and siren)
- 1.5.5 For all incidents, the response time shall commence when the Contractor receives the CAD dispatch data MPDS (Medical Priority Dispatch System) determinate and conclude when the ambulance arrives on scene.
- 1.5.6 Multi-ambulance responses are defined as any incident that requires more than one ambulance.
 - A. The first ambulance to arrive to an incident shall meet established response times.
 - B. The second requested ambulance to the same incident will be allowed no more than one and one-half (1.5) the allotted response time from request of on scene command.
 - C. Subsequent ambulance responses shall be reported; however, it will not have a designated on-time performance allotment.
- 1.5.7 Response time compliance is measured monthly using a fractile method, against each zone's response time criteria.
- 1.5.8 Call assigned is defined as when an ambulance crew acknowledges receipt of an assigned call. Ambulance enroute is defined as ambulance movement toward call.
- 1.5.9 Arrival is defined as the moment an ambulance crew notifies the City communications center by radio or by mobile data terminal that the unit is fully stopped at the location where the ambulance will be parked. In those situations where the ambulance has responded to a location other than the emergency scene (e.g., staging) arrival shall be the time the unit arrives at the designated location. In the event the ambulance fails to report "on- scene," the responsibility will reside with the Contractor to provide validation of the on-scene time with AVL data or radio traffic. If validation is not possible, the time of the next communication will be used as the arrival time.

1.6 UPGRADES, DOWNGRADES, REASSIGNMENTS, AND CANCELLATIONS

- 1.6.1 From time to time, special circumstances will result in a change in call priority or designation. Calculations to determine compliance with response time requirements shall be completed as follows:
- 1.6.2 Changes in response designation shall be at the discretion of the City. Concerning calls with a mixed response, if an initial Code 3 Priority 1 response is downgraded to a Priority 2 response it shall be classified as a Priority 2 response in its entirety. If a Code Priority 2 response is upgraded to a Code 3 Priority 1 response it shall be classified as a Code 3 Priority 1 response from the time of upgrade. If the call is upgraded after the maximum time has been reached, liquidated damages at the Priority 2 rates will occur. PUEBLO FD personnel shall notify Contractor, on the appropriate radio channel, of any changes (upgrades or downgrades) in response Codes, as soon as practicable. If PUEBLO FD personnel downgrade from requested response, call will be considered Priority 2.
- 1.6.3 If an ambulance is cancelled prior to arriving on scene, the time of cancellation will be considered the arrival time. If the response time at the time of cancellation exceeds the maximum allowable, then the unit will be considered late and subject to liquidated damages.
- 1.6.4 Response times are critical to patient care. The Contractor is expected to meet the required on-time performance standards. Failure to meet on-time performance standards will result in liquidated damages as described in Exhibit-C - Liquidated Damages and Incentive Schedule.
- 1.6.5 Ambulance requests canceled or released from an active scene that are requested again to the same scene will be allotted established response times from the time of the newly requested response.
- 1.6.6 In the event City provides ALS First Responder Services hereunder, arrival by First Responder Personnel within the required Response Time Standard shall be deemed compliance by Contractor.

1.7 RESPONSE TIME EXEMPTIONS

- 1.7.1 It is understood that unusual circumstances and conditions beyond the Contractor's reasonable control can produce response times that exceed the standards. If the Contractor believes any incident or group of incidents should be excluded from the response time standards, a written request must be made to the City by the seventh (7th) business day of the following month. If no such request is received by the deadline, no request will be considered in compliance calculations unless good cause exists.
- 1.7.2 The City may grant a response time exemption request for any of the below reasons. The City and Contractor agree to meet monthly to resolve any response time exemption request denials however, the final authority to approve or deny a response time exemption request remains with the City.
 - A. Incorrect address
 - B. Adverse weather and/or road conditions
 - C. Hospital Bed Delay when the response time of the affected ambulance occurs.
 - D. Response area obstacles (e.g., limited access, barrier devices)
 - E. Responses determined to be outside of a specific response zone, but assistance was requested by the City
 - F. Bariatric ambulance requests
 - G. An exemption may be requested when more than one (1) specialty standby ambulance is in use in fire or law enforcement responses.

- 1.7.3 The City shall provide Contractor with an adjusted response time compliance report within thirty (30) days, or as otherwise agreed upon by the Parties, of Contractor submitting the data under Section 1.7.2. If no such response is received by the deadline, all Contractor exemption request shall be considered granted unless good cause exists.

1.8 LOCAL DISPATCH/COMMUNICATIONS REQUIREMENTS

- 1.8.1 The Contractor shall use the same medical priority dispatch system (protocol) as the City and is locally amended by the City and Contractor Medical Director(s).
- 1.8.2 The Contractor's staff will follow the City Communications Center's grooming and dress code and must meet or exceed City standards and training for telecommunication personnel. The Contractor's personnel who will work in the City Communications Center must be able to pass background checks and other security measures to gain access to the facility and to secured information.
- 1.8.3 The City Communications Center shall not be the primary dispatch center for the Contractor's non-emergent inter-facility business. The purpose of having the Contractor's personnel in the City Communications Center is to collaborate and coordinate responses of 911 ambulances within the City.
- 1.8.4 Employment costs associated with placing a dispatcher(s) at the City Communications Center shall be the sole responsibility of the Contractor
- 1.8.5 The Contractor shall utilize a computer aided dispatch (CAD) system and shall develop and maintain a CAD-to-CAD link between the City's and the Contractor's CAD systems at the Contractor's sole expense. The City is not required to make any changes or upgrades to accommodate the Contractor. However, if requested, the City in its sole discretion may choose to make accommodations requested by the Contractor at the sole financial expense of the Contractor.
- 1.8.6 The Contractor shall immediately give notification to the City Communications Center upon activation of any ambulance audible or visual emergency signal equipment within the jurisdictional boundaries of the City and when assistance of City Fire Department is needed. These conditions will be considered calls that come through the 911 system.
- 1.8.7 The Contractor can consider the following (including but not limited to) as exceptions to notifying the City of emergent proprietary response
- A. When an ambulance is responding to a designated hospital to transfer a critical patient to a tertiary facility
 - B. When an ambulance is responding to a hospital to pick up a "specialized team" to respond to a critical patient
 - C. When an ambulance is responding to a call outside of the City and the PUEBLO FD is not the primary first response agency
 - D. Approved stand-alone emergency departments and/or staffed medical as stated in the Exhibit D – Pueblo EMS Operating Guide
 - E. Outreach programs approved by City in which PFD response is not needed. No such program will be approved which include any life-threat response.
- 1.8.8 The Contractor shall allow the City contract administrator access into the Contractor's CAD/AVL system solely for calls covered by this Contract, including but not limited to validate times, access reports, and gather other information.
- 1.8.9 The Contractor shall utilize the City communications center assigned radio talk group to announce the unit responding, what location they are responding from, and the unit's arrival at the emergency scene or staging location. See Exhibit D for detailed procedures.
- 1.8.10 The Contractor's ambulances shall remain on the assigned incident talk group and receive instructions from the City communications center, a PUEBLO FD chief or company officer, or the incident commander. Ambulances are considered a resource assigned to an emergency

incident and as related to that incident are under the command and control of the PUEBLO FD incident commander.

1.8.11 For the Contractor's crew safety and continuity of patient care, ambulances shall have the following communications devices which interface with the City communications center: a minimum of two (2) operating portable 800 MHz radios per ambulance, one (1) operating base/mobile 800 MHz radio per ambulance, operating automatic vehicle location (AVL), CAD to Mobile Data Client (MDC) interface, and status heads that are provided by the Contractor at the Contractor's sole expense. The Contractor, at its sole expense, shall provide the City, or its mapping vendor, as close to real time AVL information (in accordance with technology limitations) that is capable of being imported into the City CAD system that will allow the City to visually locate where ambulances are deployed and where ambulances are responding from and to.

1.8.12 The Contractor will utilize the Homeland Security/ Colorado Tactical Interoperability Communications (Field Operations Guide, South Region (CO-TICFOG))

1.8.13 The Contractor will utilize the assigned unit identifier on verbal communication and CAD to CAD data transfers.

2. GENERAL INFORMATION

2.1 REQUIRED MEETING ATTENDANCE

The Contractor shall actively participate in designated EMS stakeholder meetings, with the intention of progressive EMS system development including meetings directed by PUEBLO FD and the Pueblo County EMS Council.

2.2 DESTINATIONS

The Contractor will follow the established destination guidelines in Pueblo County, as well as provide monthly reports showing hospital destinations per response.

3. SURVEY OF PATIENTS

In collaboration with the PUEBLO FD and in accordance with applicable laws including HIPAA, the Contractor will perform a customer survey of transported patients. The parties shall share all customer survey information.

4. DISPUTE RESOLUTION PROCESS - CUSTOMERS

The Contractor shall provide all material written and verbal complaints or disputes it receives from patients and customers regardless of whether service or billing in nature within 48 hours of receipt, or as agreed upon by the Parties.

5. EQUIPMENT AND SUPPLIES

5.0.1 The City will not provide any equipment, materials and/or supplies for use by the Contractor without reimbursement.

5.0.2 During the term of the Contract the Contractor must carry all medical equipment required for ambulance certification by Pueblo County or other agency as required by law and the City and Contractor Medical Director(s).

5.0.3 The City reserves the right to require the Contractor, at the Contractor's sole expense, to carry this additional equipment if reasonably necessary. The City will give the Contractor ninety (90) days' notice of intent to require such additional equipment. Such request(s) shall not require expenditures of more than three thousand dollars (\$3,000) per ambulance per calendar year unless agreed upon by the Contractor.

5.0.4 If the City anticipates an equipment change that will require expenditures greater than \$3,000 per ambulance, the City will give the Contractor notice by June 30 for implementation for the next calendar year.

- 5.0.5 The Contractor will resupply disposable medical supplies used by the City on a one-for-one basis at the time of the call unless patient condition requires otherwise, or Contractor has insufficient medical supplies to restock. Therefore, the Contractor shall utilize the same concentration and type. When circumstances do not allow for immediate restocking, PFD shall be permitted to restock from a different Contractor ambulance at a later time, or by such other means as mutually agreed. It is understood that it is difficult to regularly exchange certain expendable supplies and medications. Contractor will provide direct access to a shared ordering system that will allow the PFD to order replacement supplies that are not replaced directly through on-scene exchange. All supplies will be shipped directly to a single address designated by the PFD. Ordering will take place on a twice monthly basis. Pricing will be based on Contractor's actual cost and the total yearly requests shall not exceed \$10,000. Contractor and the City shall cooperate in controlling costs of supplies, and the City agrees that all requests for supplies will be reasonable and justifiable.
- 5.0.6 The Contractor will supply training equipment and supplies for the purpose of training. The amount and type will be determined by the PUEBLO FD, and the costs will be equally split by the parties.
- 5.0.7 The Contractor will assume responsibility for the replacement of used portable oxygen bottles with the PUEBLO FD. The Contractor will coordinate with the PUEBLO FD a means to exchange the oxygen bottles. Oxygen exchange must take place at Contractor's base of operations, or as otherwise agreed by both parties.

5.1 AMBULANCES

- 5.1.1 The Contractor's ambulances must meet all applicable federal, state, and local certifications and/or requirements. The Contractor will provide appropriate certifications from ambulance manufacturers to assure that all ambulances are operated within federal (U.S. Department of Transportation), state, and local laws, regulations, and guidelines (including any Pueblo County guidelines and/or requirements). Ambulance certifications shall include all applicable limitations on gross vehicle weight.
- 5.1.2 The Contractor's ambulances must meet or exceed Colorado state requirements for ambulances providing ALS services.
- 5.1.3 Each ambulance must have a patient compartment that accommodates a minimum of two (2) patients and two (2) EMS providers. In the front passenger seat, all ambulances must be able to accommodate one (1) non-patient rider who is accompanying the patient to the hospital. Each ambulance shall be equipped for the transport of a small child with a child safety seat or other industry-approved standard device. The Contractor shall allow non-patient riders in accordance with applicable laws including, HIPAA, and as outlined in Exhibit D.
- 5.1.4 The Contractor may utilize Type I, II, or III ambulances or any combination of ambulance type. Ambulances will be replaced every 200,000 miles or 60 months whichever occurs first. Remounting of ambulances is permitted during the term of the Contract.
- 5.1.5 The Contractor shall monitor, through their established maintenance program, the condition, safety, and reliability of all ambulances. Ambulances will not have notable external damage or faded decals and will be clean internally and externally.
- 5.1.6 Reserve or temporary replacement units shall not stay in front line regular 911 response service for any consecutive period longer than ninety (90) days unless otherwise permitted by the City contract administrator due to an exceptional circumstance.
- 5.1.7 All dedicated 911 ambulances shall be painted alike and decalated at the Contractor's sole expense as mutually agreed upon by the Parties.
- 5.1.8 The Contractor shall provide a minimum of one (1) bariatric ambulance. When requested for bariatric transport, the Contractor will have a minimum of four (4) personnel available (i.e., if the PUEBLO FD calls for a bariatric ambulance the originally assigned ambulance can count as two (2) of the personnel on scene if the bariatric ambulance has two (2) personnel). Secondary bariatric ambulance response times shall be exempt from response time standards. The bariatric ambulance secondary to minimal usage will be exempted from 5.1.4 for replacement.

5.1.9 The Contractor shall provide an emergency response vehicle for management/field supervision to respond to requested incidents. This vehicle should include communications equipment as outlined in Section 1.9 and medical equipment as outlined in Section 5.

5.1.10 The Contractor shall provide a list of ambulances (including reserve units) that includes the manufacturer date, license number, vehicle identification number, registration expiration date, and current mileage to the City contract administrator quarterly.

6. DISASTER PREPAREDNESS

6.0.1 The Contractor will be responsible for continuation of ambulance services during but not limited to the following conditions: severe weather, multi- casualty events, and natural and manmade disasters.

6.0.2 The Contractor shall be familiar with the City's emergency plans and provide a liaison to the Emergency Operation Center (EOC) or other designated area when the EOC is operational.

Furthermore, participation in EOC conference calls, meetings, training, and planning sessions is required as determined by the City or the Pueblo County Office of Emergency Management.

6.0.3 The Contractor shall actively participate in disaster drills, radio tests, exercises, and stakeholder meetings such as Healthcare Coalition meetings, severe weather briefings, and annual emergency operations meetings.

6.0.4 The Contractor will utilize and provide the City and Pueblo County Office of Emergency Management access to the First Watch Bio- syndromic surveillance platform at the contractor's sole expense.

6.1 SEVERE WEATHER

6.1.1 During severe weather events, at a minimum, the Contractor shall be prepared to increase the number of staffed ambulances by two (2) from 0700-1900 hours and by one (1) from 1900- 0700 hours. Weather will be defined as, including but not limited to, severe rain and/or flooding and snow (6 inches or more).

6.1.2 The Contractor will be required to submit National Incident Management System (NIMS) compliant Incident Action Plans (IAP) to the City upon request. These requests will include a copy of the Contractor's staffing core schedule with additional resources highlighted.

6.1.3 The Contractor will be required to provide availability of equipment to sustain ambulance operations for a minimum of 72 hours of continuous operations during severe weather events. If the Contractor does not own the equipment, the Contractor shall provide the City the list of vendors with documentation that supports said equipment can be obtained.

6.2 MULTI-CASUALTY EVENTS

The Contractor shall follow the City's emergency plans and Exhibit D for multi-casualty events or disaster situations providing for seamless care.

6.3 STANDBY FOR SPECIALTY OPERATIONS

Upon request by the City, the Contractor shall furnish standby coverage at emergency incidents within the City involving potential danger to City emergency responders or the general public to include, but not limited to, the list below. Response modes shall follow the City communications center dispatching guidelines and will be subject to response time requirements as outlined. Staging shall be determined by the PUEBLO FD chief or company officer in charge or the incident commander.

- A. High Angle Rescues
- B. Structure Fires
- C. Water Rescues
- D. Law Enforcement Operations/Tactical Enforcement Operations
- E. Technical Rescues not otherwise stated

- F. Wildland Fires
- G. Hazmat Operations

7. PERSONNEL AND CLINICAL STANDARDS

7.1 STAFF GENERALLY

- 7.1.1 The City expects the Contractor's provision of services shall conform to the highest clinical and professional standards. In doing so, the Contractor shall comply with all applicable local, county, state, and federal laws, regulations, and standards regarding the provision of services. All persons employed by the Contractor shall be competent in the performance of their duties and shall hold and maintain applicable and valid certificates/licenses/accreditations in their respective roles or profession. The Contractor shall be held accountable for employee performance, certifications, and credentialing at their sole expense.
- 7.1.2 The Contractor shall cooperate and submit to individual and corporate investigation requests from the City.

7.2 UNIFORMS AND APPEARANCE OF PERSONNEL

The Contractor's field personnel shall at all times wear clean, professional uniforms. Nametags, ID cards, and level of training patches shall be worn and visible. The Contractor shall submit their grooming policy and after approval of the Fire Chief or delegate, keep their employees to a standard that meets the City's expectations.

7.3 EMS EDUCATION

- 7.3.1 The City desires to work collaboratively; however, the City will have the ultimate authority to determine educational and clinical requirements. The Contractor shall coordinate with the City the means of sharing clinical and educational programs. The Contractor shall provide at least one individual with the PUEBLO FD Medical Division to collaborate and coordinate training.
- 7.3.2 The Contractor is responsible for ensuring its employees attend clinical education held by the PUEBLO FD when requested.
- 7.3.3 Unless otherwise approved by City, the Contractor shall utilize the same learning management system and allow the City and Contractor Medical Director(s), and the PUEBLO FD Medical Division, to monitor medical training adherence.
- 7.3.4 The Contractor shall endeavor to make employees available to attend training and QA/QI. Certifications may include but are not limited to:
 - A. Advanced Cardiac Life Support (ACLS)
 - B. Pediatric Advanced Life Support (PALS) or equivalent
 - C. ICS training and certification including NIMS 100, 200, and 700
 - D. Emergency Vehicle Operator Course (EVOC or equivalent)
 - E. Cardiopulmonary Resuscitation (CPR)
- 7.3.5 Required certifications for field supervisors include all the above and include but are not limited to:
 - A. ICS 300, 400, and 800 within six months of position
 - B. Hazmat Operations within one year of position
- 7.3.6 The Contractor's employees may be required to attend on or off duty mandatory training at the Contractor's sole expense. These include but are not limited to clinical improvement, education, or supplementary information. The Contractor shall ensure compliance and that deadlines are met. Failure will be subject to administrative damages and a minor breach.
- 7.3.7 Additional training requirements can be found in Exhibit D.

7.4 AMBULANCE STAFFING

- 7.4.1 Scheduling of the Contractor's staff and ambulance crews will be the sole responsibility of the Contractor.
- 7.4.2 Each ALS ambulance shall be staffed with at least one Colorado certified Emergency Medical Technician (EMT) and one Colorado certified Emergency Medical Technician-Paramedic (EMTP) that has completed the minimum training as specified in 7.3. Under certain circumstances, as approved and coordinated by the City, the Contractor may utilize ambulances staffed with BLS personnel.
- 7.4.3 Ambulance services are often rendered under extremely stressful circumstances. Professional and courteous conduct and appearance is always required from the Contractor's personnel.
- 7.4.4 The City and the PUEBLO FD are committed to the highest standards of customer service, and it is expected that all Contractor's employees shall adhere to similar standards. The Contractor's employees are expected to provide excellent customer service internally and externally to the public and other agencies.
- 7.4.5 When operating an ambulance, the Contractor's personnel must meet the requirements of all local, state, and federal, statutes, rules, regulations, and laws.
- 7.4.6 The Contractor shall provide monthly employee reports that show individuals who are approved to work without a field-training instructor and those who are still in a training status. Additionally, the list should show required certification expiration dates, mandatory education compliance, and any other required information requested from the PUEBLO FD or City and Contractor Medical Director(s).

7.5 ORIENTATION OF CONTRACTING STAFF

- 7.5.1 The City will work collectively with the Contractor during their onboarding process, if applicable, to create a seamless EMS system.
- 7.5.2 The Contractor must ensure all employees have been properly educated before being placed on transporting ambulances. The orientation shall include, but not be limited to, an overview of the City's EMS system; applicable policies, procedures, guidelines, communications, navigation, mapping, and hospital routes, and ambulance equipment utilization (including bariatric ambulance) and maintenance.

7.6 MEDICAL DIRECTION

- 7.6.1 Medical direction is provided and managed by the Contractor's Medical Director. The City and Contractor shall reasonably cooperate to utilize the same Medical Director to provide unified medical supervision, to promote consistency in medical supervision and to achieve efficiencies and synergies in the provision of medical supervision.
- 7.6.2 The Contractor may contract with the same Medical Director(s) to provide medical oversight for non-City, non-911 medical supervision; however, the Contractor is responsible for maintaining that portion of their agreement. The terms of the agreement, including compensation, shall be negotiated and entered into as an independent and separate agreement between the Contractor and the physician. The Contractor will share with the City any agreement made between the Contractor and any physician(s) with whom it contracts.
- 7.6.3 The Contractor shall follow all guidance and procedures directed by the City and Contractor Medical Director(s). Failure to follow or resolve clinical issues shall be considered a violation of the agreement.

7.7 MEDICAL GUIDELINES

The Contractor and its employees shall follow the approved Pueblo County Prehospital Practice Guidelines adopted and approved by the City's and Contractor's Medical Director(s).

8. PERFORMANCE IMPROVEMENTS AND AUDIT PROGRAMS

8.0.1 The Contractor shall establish and carry out its own comprehensive QA/QI program. The Contractor's program shall interface and work collaboratively with the City's QA/QI program. The program shall be an organized, coordinated, multidisciplinary approach to the assessment of pre-hospital emergency medical response and patient care for the purpose of improving patient care, services, and outcomes.

8.0.2 The QA/QI program should not be limited to clinical functions. Response time, customer satisfaction/complaints, system integration, performance measurements, identifying areas of improvement, and identifying methods to implement and evaluate changes should all be included.

8.1 QUALITY AUDITS AND INSPECTIONS

City representatives may at any time, without notification, inspect the Contractor's operations directly related to services provided in the agreement. This shall include, but not be limited to, QA/QI assessments, ambulances, billing, repair facilities, communications, System Status Management data, and administration facilities. In addition, and in accordance with HIPAA and other privacy requirements, City representatives may ride as observers on any ambulance at any time. City representatives may also audit all reports and data that the Contractor is required to collect, maintain, or provide.

8.2 INNOVATION AND COLLABORATION

8.2.1 The City desires innovative approaches that assist in reducing response times, provide system-wide medical charting platforms (i.e., ePCR), and approaches to a tiered response system.

8.2.2 The Contractor shall coordinate services consistent with and as required by any City implemented tiered response and nurse triage innovations.

8.2.3 When requested, the Contractor will participate in EMS system research, which will require the Contractor to follow the established guidelines set forth within the study and to share findings with all EMS system partners.

8.2.4 Currently the PUEBLO FD has a Directing Others to Services (DOTS) program. The Contractor shall work with and collaborate with the PUEBLO FD to make EMS system advancements/improvements within the City. AMR will provide one (1) Emergency Medical Technician 40 hours per week when possible to assist with the DOTS program.

9. POLICE REQUEST MEDICAL PDREQ

"Police Request Medical" MPDS determinant PDREQ are incidents where a law enforcement officer arrives on scene of an incident and determines a medical evaluation and/or transport is needed. At this time these incidents are handled by the PFD and Contractor will be included as needed.

10. DATA AND INFORMATION REPORTING

10.0.1 The Contractor shall be responsible for data input and reporting in a manner which facilitates review by the City and any other entity authorized by law or contract to review data and reporting.

10.0.2 All systems and reports must comply with city, state, and federal data collection and reporting requirements and shall be submitted in a form that is useful to the City. All forms of submission shall be electronic. Acceptable forms shall be comma delimited, tab delimited, or other agreed upon form between the City and the Contractor.

10.0.3 The contractor will utilize First Watch and its online compliance utility (OCU) as proposed at the expense of the Contractor. As such, the OCU will be connected to the City CAD and capture the reported ambulance response information to include ambulance location data that is acceptable to the City. Access will be granted to both parties to allow for compliance monitoring. After the data has been sent to the City, it will become property of the City.

10.0.4 After submission of the data the information shall be considered closed. The Contractor shall not change data after submission (by the 5th business day of the month) without the written approval from the City.

10.0.5 The City may request specialized reports that may require shorter notice.

10.0.6 The following information shall be included but not limited to, in each requested monthly report unless changes are made and agreed upon between the City and the Contractor:

- A. A unique call number from the agency
- B. The City's incident number assigned to the unique call number
- C. Dispatch date (00/00/0000)
- D. Time the call was received from the City communications center (0:00:00)
- E. Assigned time (0:00:00) format
- F. Arrival time (0:00:00) format
- G. Transport time (0:00:00) format
- H. Destination time (0:00:00) format
- I. Destination location
- J. Response time (0:00:00)
- K. A unique ambulance identification number
- L. Response priority
- M. Response zone where the response occurred
- N. Crew member(s) identification

10.0.7 Operational Reports

- A. All incidents the Contractor responded to within the City including proprietary emergent responses
- B. All responses by response zone and priority
- C. All released calls to mutual aid partners
- D. All requested exemptions
- E. All exceptions within the City
- F. All occurrences where the Contractor did not have an ambulance available within the City to respond to 911 emergencies for periods greater than five (5) minutes, information to include date, time, duration
- G. Response zone OTP reports

10.0.8 Billing Reports

- A. Annual Payor mix for 911 responses in Pueblo
- B. Average patient charge for ALS and BLS transports

10.0.9 QA/QI Reports

- A. All calls with Code 3 returns, and/or other agreed upon qualifiers.
- B. All emergent responses greater than 15 minutes; patient outcomes shall be included in the report-Reported Weekly

10.0.10 Any specialized report the Medical Director(s), the City, a hospital, or the contract administrator may need to support the EMS system QA/QI process shall be reported within 48 hours of request unless otherwise agreed upon.

10.0.11 Administrative Reports

- A. Incident Reports – The Contractor will complete and submit to the City within 48 hours, or any shorter time if required by the City, incident reports for actions considered non-conforming to the contract, policies and procedures, and for any other incident if requested by the City. Non-conforming incidents include, but are not limited to, ambulance accidents within the City or surrounding jurisdictions, vehicle failures while assigned to a call, equipment failures and omissions, patient injuries occurring after care is assumed, and family or facility complaints.
- B. Community & Public Information Report – The Contractor shall provide the PUEBLO FD an annual summary of all community education and public information activities including but not limited to a description of the activities, the number of attendees, and the number of staff hours by March 1st of the following year.
- C. Pre-Hospital Patient Care Reports – A patient care report (PCR) is required to be completed for all patients for whom care is rendered, regardless of whether the patient is transported.

10.0.12 Electronic patient care report (ePCR) solutions should incorporate the needs of the local hospital data exchange system where patient care can be shared between the hospitals and the EMS system. Note: All references to ePCR throughout this document refer to a generic bridge program and not necessarily a particular brand or detail, etc. See 10.0.13 below.

10.0.13 The City and the Contractor will work collaboratively at the Contractor's expense, to create a link between their respective ePCR reporting systems. If a link between the two cannot be established within six months of contract start date, the Contractor agrees to utilize the same ePCR solution as the City.

10.1 RECORD REQUESTS

- 10.1.1 The Contractor shall complete, maintain, and if requested by the City, provide access to or copies of the following records, reports, and supporting data if requested, within 15 days of the request at the Contractor's expense.
 - A. Patient account records
 - B. Deployment/staffing records
 - C. Continuing education and training reports
 - D. Certification/licensure of employees

10.2 NON-CLINICAL REPORT SUBMISSION DEADLINES

The Contractor shall submit accurate reports no later than 5:00 p.m., five (5) days after the final day of the month, unless a specialized report or information is requested sooner. Failure by the Contractor to submit a report will be classified as an administrative failure and Minor Breach.

10.3 CLINICAL REPORT SUBMISSION DEADLINES

The Contractor shall submit accurate clinical reports, patient care reports, or other documentation regarding clinical care within 48 hours of written request. Failure by the Contractor to submit a report will be classified as an administrative failure and Minor Breach.

11. COMMUNITY INVOLVEMENT

- 11.1 The Contractor will maintain positive working relationships with various fire and law enforcement, hospitals, and other allied health agencies.

12. FINANCE AND ADMINISTRATION

- 12.1 The Contractor shall also provide at the sole expense to the Contractor annual audited financial statements prepared by an independent public accounting firm in accordance with Generally Accepted Accounting Principles (GMP). Statements shall be available to the City

within one hundred twenty (120) calendar days of the close of the Contractor's fiscal year. If the Contractor's financial statements are prepared on a consolidated basis, then separate balance sheets and income statements shall be required and shall be subject to the independent audit. Notwithstanding, the Contractor may supply the annual audited financials of a parent company in lieu of financials for Contractor.

- 12.2** The Contractor shall maintain its financial records for a period of five (5) years after termination of the agreement with the City or until the records have been audited by the City, whichever event occurs first. These records shall be made available during the term of the agreement and the subsequent five- year (5) period for examination, transcription, and audit by the City, its designees, or to other authorized bodies. The City reserves the right to conduct an independent audit of these records at any time and the Contractor will provide access to all relevant records and cooperate fully with any such independent audit.

Excerpt from Contractor's Submittal, Dated November 4, 2022, Pages 60-64

OFFEROR FEE SCHEDULE

American Medical Response of Colorado, Inc. (AMR)

Description	Emergent (Usual Customary Rate)	Non-Emergent
ALS Priority 1 Base Rate	\$1,816.31	\$1,816.31
ALS Priority 2 Base Rate	\$2,248.75	\$2,248.75
BLS Base Rate	\$1,317.43	\$1,317.43
Mileage Rate	\$52.53 / mile	\$52.53 / mile

(Continue to next page.)

Service / Item	Proposed Pueblo Rate Schedule
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1010 - NEONATE BASE RATE	\$3,271.52
1150 - ALS1 NON EMERG	\$1,816.31
1151 - ALS1 EMERG	\$1,816.31
1152 - ALS2	\$2,248.75
1153 - SPECIALTY CARE TRANSPORT	\$3,271.52
1170 - ALS NON EMERGENCY MANDATED	\$1,816.31
1171 - ALS EMERGENCY MANDATED	\$1,816.31
1250 - BLS NON EMERG	\$1,317.43
1251 - BLS EMERG	\$1,317.43
1252 - BLS NON EMERG	\$1,317.43
1253 - BLS NON EMERG	\$1,317.43
13300 - SCT NON EMERGENCY	\$3,271.52
13301 - SCT EMERGENCY	\$3,271.52
1400 - WHEELCHAIR BASE	\$213.21
1401 - WHEELCHAIR BASE	\$213.21
1402 - SECURE VAN	\$158.10
1490 - WHEELCHAIR - 1 LEG OF R/T	\$213.21
1621 - HEALTH CARE PRACTITIONER TIP E	\$0.01
1622 - BENEFICIARY REFUSES ET3 MODEL	\$0.01
2150 - ALS MILEAGE	\$52.53
2151 - ALS ADDITIONAL MILES	\$52.53
2250 - BLS MILEAGE	\$52.53
2251 - BLS ADDITIONAL MILES	\$52.53
	\$60.63
	\$60.63
	\$22.58
2403 - SECURE VAN MILEAGE	\$9.46
2500 - CRITICAL CARE MILEAGE	\$0.00
2999 - UNCOVERED MILEAGE	\$52.53
299S - SCT NON COVERED EXCESS MILEAGE	\$60.63
3001 - OXYGEN	\$205.04
3002 - SUPPLY NASAL AIRWAY	\$73.76
3003 - ORAL AIRWAY SUPPLY	\$30.91
3004 - HOT COLD PACK SUPPLY	\$51.30
3005 - CRICOTHYROTOMY	\$205.04
3006 - DEFIBRILLATION SUPPLIES	\$107.93
3007 - MAJOR DRESSING SUPPLY	\$155.84
3008 - MINOR DRESSING SUPPLY	\$77.90
3009 - GLUCOMETER SUPPLY	\$22.62
3010 - INTUBATION SUPPLIES	\$217.28
3011 - IO SUPPLIES	\$110.73
3012 - IRRIGATION FLUID SUPPLY	\$51.30
3013 - IV ADMIN SUPPLY	\$73.76
3014 - BUFF CAP	\$57.36
3015 - IV SUPPLY	\$114.82

Service / Item	Proposed Pueblo Rate Schedule
3016 - EKG MONITOR SUPPLIES	\$28.96
3017 - NEBULIZER SUPPLY	\$26.72
3018 - OB SUPPLY PACK	\$205.04
3019 - PACING SUPPLIES	\$270.61
3020 - RESTRAINTS SUPPLY	\$50.47
3021 - EXTREMITY SPLINT SUPPLY	\$47.26
3022 - SPLINT SUPPLY SPINAL	\$102.47
3023 - SUCTION SUPPLIES	\$47.26
3024 - NASAL GASTRIC TUBE SUPPLY	\$86.10
3026 - BLOOD DRAW SUPPLIES	\$0.00
3028 - BURN SHEET SUPPLIES	\$73.79
3033 - GLUCOMETER	\$31.97
3041 - COMBITUBE AIRWAY	\$200.21
3042 - IV ATTEMPT SUPPLIES USED	\$57.36
3050 - PERSONAL CARE SUPPLIES	\$110.77
3055 - BLS DISPOSABLE SUPPLIES	\$0.00
3056 - DISPOSABLE SUPPLIES	\$0.00
3065 - SMART CAPNOLINE WITH O2 ADULT	\$43.86
3066 - QUICKTRACH SUPPLY	\$609.90
3067 - CHEST DECOMPRESSION SUPPLIES	\$41.24
3068 - EZ IO SUPPLY	\$263.37
3069 - CPAP SUPPLIES	\$313.09
3104 - COLD HOT PACK BLS SUPPLY	\$51.30
3107 - MAJOR DRESSING BLS SUPPLY	\$155.84
	\$77.90
	\$22.52
	\$51.30
3114 - BUFF CAP BLS	\$57.36
3115 - IV SUPPLY BLS	\$114.82
3117 - NEBULIZER BLS	\$26.72
3120 - RESTRAINTS BLS	\$47.26
3121 - EXTREMITY SPLINT BLS	\$47.26
3122 - SPINAL SPLINT BLS SUPPLY	\$102.47
3123 - SUCTION SUPPLIES	\$47.26
3126 - BLOOD DRAW SUPPLIES BLS	\$0.00
3128 - BURN SHEET BLS	\$73.79
3142 - BLS IV ATTEMPT SUPPLIES USED	\$57.36
3150 - PERSONAL CARE SUPPLIES BLS	\$110.73
36406 - ATOMIZER	\$15.46
4001 - ALBUTEROL NEBULIZER	\$147.59
4002 - ADENOCARD	\$270.61
4003 - ATROPINE 1MG	\$77.90
4004 - BENADRYL 50MG	\$39.61
4007 - D50	\$59.49
4008 - DOPAMINE DRIP 2 20MG	\$102.47
4009 - EPI 1 3MG	\$38.91

Service / Item	Proposed Pueblo Rate Schedule
4010 - EPI 10 1MG	\$37.18
4011 - GLUCAGON 1MG	\$295.20
4013 - LASIX 20MG	\$44.47
4014 - LIDOCAINE 100 LESS THAN 20MG	\$64.10
4015 - LIDOCAINE DRIP LESS THAN 50ML	\$113.35
4016 - MAGNESIUM SULFATE 2GRAMS	\$52.62
4017 - MORPHINE 4MG	\$46.61
4018 - NARCAN LESS THAN 10MG	\$77.90
4019 - NITROSPRAY 04MG	\$28.68
4022 - SODIUM BICARBONATE 1MEQ PER KG	\$44.02
4023 - VALIUM 10MG	\$48.02
4024 - VAPONEPHRINE LESS THAN 5MG	\$0.00
4027 - EPI MULTI LESS THAN 5MG	\$26.72
4031 - AMMONIA AMP	\$57.36
4035 - VERAPAMIL	\$0.00
4038 - ASPIRIN	\$4.99
4041 - ORAL GLUCOSE	\$21.70
4042 - HALDOL	\$0.00
40452 - DEXTROSE 10% Solution	\$59.49
4052 - PROMETHAZINE	\$57.14
4058 - VERSED	\$67.12
4067 - CALCIUM CHLORIDE	\$73.76
4068 - SOLU MEDROL 125MG	\$14.87
4092 - SOLU MEDROL 1GM	\$0.00
	\$81.15
	\$70.28
	\$18.82
4108 - VECURONIUM	\$64.68
4109 - ETOMIDATE 03 MG KG	\$103.91
4110 - PHENYLEPHRINE 2 SPRAYS	\$17.93
4114 - ZOFRAN - ODANSETRON INJECTION	\$30.38
4119 - ZOFRAN TABLETS	\$10.13
41770 - KETAMINE	\$36.36
5005 - CRICO PROCEDURE	\$561.65
5006 - DEFIBRILLATION PROCEDURE	\$356.68
5009 - GLUCOMETER PROCEDURE	\$22.62
5010 - INTUBATION PROCEDURE	\$225.47
5011 - IO PROCEDURE	\$69.73
5013 - IV DRIP SET UP PROCEDURE	\$135.25
5014 - IV SALINE LOCK PROCEDURE	\$135.25
5015 - IV VOLUME EXPANSION PROCEDURE	\$135.25
5016 - EKG MONITOR PROCEDURE	\$225.47
5018 - OB DELIVERY PROCEDURE	\$1,344.66
5019 - PACING EXTERNAL PROCEDURE	\$225.47
5020 - RESTRAINT PROCEDURE	\$114.82
5021 - SPLINTING EXTREMITY PROCEDURE	\$114.82

Service / Item	Proposed Pueblo Rate Schedule
5022 - SPINAL SPLINTING PROCEDURE	\$270.61
5023 - SUCTIONING PROCEDURE	\$114.82
5024 - BLOOD DRAW PROCEDURE	\$47.35
5026 - IV MAINTENANCE PROCEDURE	\$114.09
5027 - PULSE OXIMETRY PROCEDURE	\$135.25
5028 - MAST SUIT PROCEDURE	\$496.05
5029 - 3 LEAD EKG MONITOR MEDICARE	\$21.52
5032 - CHEST DECOMPRESSION PROCEDURE	\$152.39
5046 - RAPID SEQUENCE INTUBATION PROC	\$273.46
5047 - 12 LEAD EKG PROCEDURE	\$208.65
5048 - 12 LEAD EKG PROCEDURE MEDICARE	\$54.39
5050 - QUICKTRACH PROCEDURE	\$333.18
5051 - CAPNOGRAPHY	\$207.61
5055 - PROCEDURE	\$0.00
5056 - CPAP PROCEDURE	\$208.69
5068 - EZ IO PROCEDURE	\$526.77
6009 - MEDICARE RESPONSE CHARGE	\$599.30
6010 - RESPONSE	\$599.30
6011 - EQUIPMENT TRANSFER	\$319.83
6012 - FLIGHT/MED TEAM RETURN	\$417.26
6013 - FIXED WING SUPPORT	\$319.83
6020 - ADDITIONAL ATTENDANT	\$315.61
6022 - PARAMEDIC INTERCEPT CHARGE	\$538.94
6030 - WAIT TIME PER QUARTER HOUR	\$108.58
6040 - EMERGENCY RESPONSE MODE	\$171.50
6060 - NIGHT CHARGE	\$225.47
6061 - BODY TRANSPORT	\$500.71

LIQUIDATED DAMAGES AND INCENTIVE SCHEDULE

1. Liquidated Damages

- 1.1 Except for failures to meet performance requirements caused by the City, the Contractor will be assessed liquidated damages for failure to meet performance requirements. The assessments represent a reasonable endeavor by the City and the Contractor to estimate a fair compensation for the foreseeable damage to the City and its citizens due to the Contractor's failure to meet the performance standards.
- 1.2 Per Minute Damages to reduce excessive response times, a maximum response time threshold is listed in Table 1: Maximum Response Time. Damages in the amount of \$20 per minute will accrue for each incident in which an ambulance fails to arrive on scene prior to the established maximum response time.
- 1.3 To calculate damages, any fraction of a minute will be rounded up to the next minute. For example, a unit arriving on the scene in fourteen (14) minutes and two (2) seconds would be two (2) minutes late to a call with a 13-minute maximum response time and a liquidated damage of \$40 would accrue.

First Contractor unit on scene maximum response time

Priority	Urban	Special Zone
1	13:00 / 13:01 is late	18:00 / 18:01 is late
2	18:00 / 18:01 is late	23:00 / 23:01 is late

2. Mission Failure Damages

Mission Failure damages will be assessed for each event and if not reset will escalate from \$1,000 (first month) to \$3,000 (second month) to \$5,000 (third month) to \$10,000 (fourth month and each month thereafter). Mission Failure damages will be reset if no damages are assessed during one full calendar month. Calendar month shall mean an actual calendar month and not thirty days after the last event. Ongoing failures will be evaluated for potential breach of contract.

Examples of mission failure include but are not limited to:

- 2.1 Mechanical Failure - In the event of any mechanical failure, the ambulance crew shall notify the City communications center via radio and request that another ambulance respond to the incident the original ambulance was assigned.

Liquidated damages will be incurred for each preventable mechanical failure. The City has the sole reasonable discretion to determine whether a failure is preventable. A Preventable incident typically would be defined when proper maintenance or repair procedures have not been performed by the Contractor.

Supporting documentation requested from the City shall be provided per incident.

- 2.2 Equipment and Supply Failure – Not having assigned equipment and supplies including but not limited to stretcher, cardiac monitor, medical bag, and other critical equipment as defined by the City and Contractor Medical Director(s) and/or the City examples listed in Exhibit D.

The Contractor will utilize the same equipment, supplies, and medications as the City to include concentrations, sizes, type or style.

- 2.3 Weather Failure - Not responding to severe weather events as defined within the statement of work and Exhibit D.

- 2.4 Staffing Failure - Failure to staff any ambulance responding to any call as defined within the statement of work.
- 2.5 Ambulance Deployment Failure - The Contractor shall furnish and maintain ambulances 24 hours a day, 7 days a week, within the City, that are fully equipped, staffed, and necessary to meet the statement of work.

3. Delayed Response Damages

- 3.1 "Delayed Response" is defined as no ambulance assigned to a call within ten (10) minutes from the time the CAD dispatch data is communicated to the Contractor by the City, or no ambulance arriving on scene within thirty (30) minutes for a Priority 1 call or forty (40) minutes for a Priority 2 call from the time the CAD dispatch data is communicated to the Contractor by the City. An ambulance shall be defined as "assigned" when that ambulance is dispatched and the ambulance crew acknowledges the dispatch. Arrival is defined as set forth in Section 1.1.9 of Exhibit A.
- 3.2 Delayed Response damages will be assessed for each event and if not reset will escalate from \$1,000 (first month) to \$3,000 (second month) to \$5,000 (third month) to \$10,000 (fourth month and each month thereafter). Mission Failure damages will be reset if no damages are assessed during one full calendar month. Calendar month shall mean an actual calendar month and not thirty days after the last event. Ongoing failures will be evaluated for potential breach of contract.
- 3.3 In the event that the contractor is subject to liquidated damages for more than three months, in any rolling 12-month period, the Contractor will be subject to a Material Default.

4. Contractor Citywide Performance Damages

- 4.1 In the event the combined Citywide contractor/PFD compliance fails to meet monthly fractile response time requirements per zone, as set forth herein, based on 90% requirement, liquidated damages shall be assessed as follows:

Citywide compliance per month	Priority 1
89.9% to 89.1%	\$8,000.00
89% to 88.1%	\$10,000.00
88% to 87.1%	\$12,000.00
87% to 86.1%	\$14,000.00
86% to 85.1%	\$16,000.00
85% to 84.1%	\$18,000.00
84% and below	\$32,000.00

Citywide compliance per month	Priority 2
89.9% to 89.1%	\$2,000.00
89% to 88.1%	\$3,000.00
88% to 87.1%	\$4,000.00
87% to 86.1%	\$5,000.00
86% to 85.1%	\$6,000.00
85% to 84.1%	\$7,000.00
84% and below	\$8,000.00

- 4.2 Failure to take action regarding response time deficiencies or on time performance, including but not limited to per minute liquidated damages of \$25,000 or greater per month for three (3) or more months in a rolling 12-month period may be considered a Minor Breach.

5. Equipment and Supply Inspection Damages

Failure of an ambulance to have the minimum equipment and supplies required by the City as defined in Section 5 of Exhibit A during any inspection by the City will result in damages in the amount of \$500 per incident.

6. Administrative Failure Damages

- 6.1 Failure to submit required report(s) within the defined time frame will result in damages of \$100 per business day.
- 6.2 Failure to meet agreed operational or quality improvements requirements or directives by the City and Contractor Medical Director(s) not otherwise addressed to include but not limited to Minor Breaches A, C, F, H, and I. These will be assessed damages \$500 per occurrence.
- 6.3 Failure to meet agreed educational requirements not otherwise addressed to include but not limited to Minor Breaches B, D, and G. These will be assessed damages \$150 per occurrence.
- 6.4 Failure to resolve data inconsistencies to include but not limited to Minor Breaches E and D. This will be assessed damages of \$50 per occurrence and \$50 / day.
- 6.5 All ambulances will reflect accurate status to include but not limited to ALS/BLS type and availability, in the CAD. Every on-duty ambulance crew must be responsive to radio communications as stated in Exhibit D. Repeated failure to reflect proper status or lack of responsiveness to radio communication may result in liquidated damages of \$100 per occurrence.
- 6.6 Assessments of liquidated damages for willfully falsifying proper status shall be assessed at \$500 if by field staff and \$1,000 if by management staff, for each incident.

7. Release from Scene Damages

- 7.1 Ambulances are considered a resource assigned to the incident and are under the direct control of the City's incident commander or delegate. Ambulance personnel shall work within the Incident Command Structure.
- 7.2 Damages in the amount of \$1,000 per occurrence will be assessed for leaving a scene without prior approval from the City.

8. Contractor Citywide Incentives

Contractor incentives for exceeding the citywide goal for monthly response times will be awarded as liquidated damage reductions. These reductions are available monthly and are based on the citywide response. These reductions are applied to the total per minute liquidated damages assessed. These reductions are awarded monthly and cannot be accumulated or applied to other months. The response time goal will be the previous calendar year's PFD 90th percentile priority 1 citywide response time performance. This time standard will be changed each January 30th to reflect the PFD's previous year's performance. The allowable operator liquidated damage reductions shall be:

<u>Citywide response</u>	<u>Incentive</u>
99.0 - 100%	100% off the per minute liquidated damages
97.0 – 98.9%	75% off the per minute liquidated damages
95.0 – 96.9%	50% off the per minute liquidated damages
93.0 – 94.9%	25% off the per minute liquidated damages

PUEBLO EMS OPERATING GUIDE



TABLE OF CONTENTS

SECTION 1 INTRODUCTION	Guide Update Policy	2
SECTION 2 GENERAL ADMINISTRATIVE GUIDELINES	EMResource	2
	Hospital Destination	2
	Inter-Agency Complaints/Concerns	3
	Prohibited Activities	3
SECTION 3 SAFETY	Personal Protective Equipment (PPE)	3
	Vehicle Extrication	3
SECTION 4 OPERATIONS	Response Expectations	3
	Ambulance Reassignments	3
	Response Mode Changes	3
	Driving Right of Way	4
	PPD Medical Clearance Request	4
	Response Notifications	4
	Approved Facilities	4
	Lift Assist.	4
	Non-Patient Rider	5
	Modified Dispatch	5
	Severe Weather Plan	5
	EOC Participation	5
	Mutual Aid	6
	Incident Command Structure	6
	Structure Fire Response	6
	Hazardous Materials (Haz Mat) Response	6
	Patient Decontamination	6
	Traffic Incident Management.	6
	Multi-Casualty Incident (MCI)	7
	Triage	7
	Contaminated Patients	7
	Tactical EMS	7
	Active Shooter Incident	7
	Helicopter Operations	7
SECTION 5 COMMUNICATIONS	Ambulance Radio Communications	8
	Command Talk Group Responses	8
	Rescue “99”	8
SECTION 6 EDUCATION	Minimum Continued Education	9
SECTION 7 EQUIPMENT	Supply Trade-Out.	9
	Equipment Failure	9
	Ambulance Inspections	9
	Equipment List	9
SECTION 8 TERMS	Terms	16

SECTION 1 INTRODUCTION

The Pueblo EMS (Emergency Medical Services) Operating Guide is prepared as an interface between the Pueblo Fire Department (PFD) and the contracted ambulance provider. These guidelines shall not interfere with sound judgment and individual organizational policies.

Conflicts between this document and individual policies and procedures of each agency shall be reported so adjustments can be considered.

The City of Pueblo (City) has authority over emergency medical services scenes. While on or enroute to any scene, the ambulance Contractor's employees shall operate under the City's command & control structure and policies in accordance with City Code §3-2-2. The Fire Department has on-scene authority; whenever there is a question as to medical treatment or patient destination, the final decision shall be made by the PFD chief officer, company officer, firefighter/paramedic, or on-line medical control.

8.2.303: Assume Medical Control at Scene of Accident or Medical Emergency

- A. For the purposes of this section, "medical control" is defined as the authority to administer all procedures necessary to assure the continued health of any person or persons injured in an accident or the subject of a medical emergency.
- B. Medical control at the scene of an accident or emergency in Pueblo shall be assumed by the Fire Department upon arrival. The Fire Department may transfer medical control to an ambulance service with due regard for the welfare of the patient. If, in the opinion of the Fire Department, an injured person should be transported to a particular medical facility within the City of Pueblo, the Fire Department may direct the ambulance service to transport the injured person to that particular medical facility. It shall be unlawful for any person to fail or refuse to obey any order of the Fire Department.
- C. Nothing shall deprive the Fire Department of any power or authority vested in it by City Code, or otherwise provided by law, except as specifically set forth in this part. (City Code, Pueblo, Colorado, §3-2-2)

Guide Update Policy

This guide will be updated after consultation with the contractor and memorialized annually.

SECTION 2 GENERAL ADMINISTRATIVE GUIDELINES

EMResource

The ambulance Contractor's dispatchers shall have access to and work with the City communications center to utilize EMResource in order to help coordinate hospital destinations.

Note: EMResource is a program that both hospitals would have to agree to implement for it to function properly. It is a valuable asset during mass events and the PFD may work toward implementing this resource city-wide. Currently the PFD performs this function by phone.

Hospital Destination

The Pueblo Pre-Hospital Practice Guidelines will be followed for transporting patients to receiving hospitals. Each occurrence of an elective deviation of the destination guidelines, defined by the bypassing of an appropriate receiving hospital, shall be reported and reviewed. The City has the sole discretion to determine whether the deviation was appropriate.

Patient destinations will be communicated prior to departure of the scene and in accordance with the Pueblo Pre-Hospital Practice Guidelines. In the event a destination agreement cannot be made, the PFD chief or company officer will have the authority to determine patient destination.

If a destination change occurs during transport, the ambulance Contractor shall advise the PFD company attached to the incident via the assigned radio talk group (usually talk group DISPATCH CHANNEL 1).

Inter-Agency Complaints/Concerns

Complaints and concerns between agency personnel should be handled at the lowest possible level between agencies as soon as possible.

Although handled at that level, incidents should still be reported to the PFD Medical Division through the EMS coordinator or company officer.

All external complaints of any nature shall be submitted to the City's ambulance contract administrator.

Prohibited Activities

The ambulance Contractor may not provide any other service within the City that is currently provided by the City without coordination and prior approval from the City or an authorized representative. This includes, but is not limited to fire suppression, technical rescue, medical standbys, and hazardous material response.

SECTION 3 SAFETY

It is a reasonable expectation that all personnel on an emergency scene have heightened safety awareness.

Personal Protective Equipment (PPE)

It is an expectation that all field personnel shall wear the appropriate PPE for their position including but not limited to medical examination gloves, protective eyewear, masks, and gowns when appropriate.

Vehicle Extrication

Patient care during vehicle extrication and similar high-risk situations can create an increased safety risk. The PFD chief company officer, or safety officer in charge of the incident shall determine the best course of action regarding how to maintain continuity of care while providing the maximum amount of safety for all emergency personnel. Safety considerations including but not limited to unstable vehicles, fuel, glass, sharp edges, et cetera will be addressed.

Ambulance personnel shall not subject themselves to high-risk situations without proper PPE or equipment.

SECTION 4 OPERATIONS

Response Expectations

The ambulance Contractor will be expected to develop, maintain, and share a jurisdictional staffing/response plan with the PFD as per their contractual agreement. This plan will be reviewed by both agencies and modified accordingly to assure compliance with response obligations.

When dispatched, it is expected the ambulance Contractor announce on PFD talk group DISPATCH CHANNEL 1 the unit number, location the unit is responding from, Priority 2 Priority 1 then announce "going to Med 1" before changing channels. Please refer to "Communications" for further information/clarification.

Ambulance Reassignments

Ambulances assigned to a Priority 2 emergent response may be reassigned to a Priority 1 emergent response. After discussion with a PFD chief officer or the PFD company officer a Priority 2 emergent response may receive a higher priority and not be reassigned but remain a Priority 2 emergent. In the absence of approval from the chief officer, the company officer may make the notification.

Notification shall be made to the city communication center on the appropriate talk group that the responding ambulance shall remain assigned to the incident. This request shall be reported to the contract administrator for follow-up.

Response Mode Changes

It is the responsibility of the PFD chief or company officer to consider all available incident information (i.e., dispatch information, occupancy, known hazards, et cetera) to determine the most appropriate response mode for all incidents.

The ambulance Contractor's priority level can be increased or decreased at the discretion of the PFD chief or company officer during the response as information is obtained.

If the priority level changes the PFD personnel shall inform the Contractor of the change.

Additionally, approaching intersections with a red-light traffic signal during heavy traffic while responding Priority 1 emergent may warrant temporarily shutting down to Priority 2 emergent until the light changes to green.

Driving Right of Way

When multiple emergency vehicles are responding emergent and arrive at an intersection at relatively the same time, the PFD fire apparatus will have the right- of-way and proceed first. Moreover, for a structure fire or hazardous materials response, the non-fire apparatus will yield and allow this PFD apparatus and/or equipment to access the scene first/closer to the incident. For medical-only incidents, the ambulance shall be provided the best access for loading the patient.

PPD Medical Clearance Request (PDREQ)

Police Request for Priority 2 Medical Clearance

The Pueblo Police Department (PPD) may request to respond Priority 2 emergent to evaluate and/or transport a citizen with whom they have made contact.

Ambulances do not need to respond on talk group DISPATCH CHANNEL 1 for Medical Clearance incidents when there is not a PFD response.

All Medical Clearance (PPDREQ) responses shall have a patient care report (PCR) completed.

Response Notifications

The Contractor will immediately provide notification to the City when they respond emergent, excluding the following circumstances:

- When an ambulance is responding to a designated hospital to transfer a critical patient to a tertiary facility
- When an ambulance is responding to a hospital to pick up a "specialized team" to respond to a critical patient
- When an ambulance is responding to a call outside of the City and the PFD is not the primary first response agency
- Approved stand-alone emergency departments or approved facilities as stated

Approved Facilities

1. Parkview Medical Center
2. St Mary Corwin Hospital

Lift Assist

The ambulance Contractor may need assistance moving or lifting a patient for a call that did not originate through the 911 system.

The PFD will respond to assist the ambulance Contractor when one of the following conditions exist:

- There are at least four (4) ambulance personnel on-scene to assist in lifting the patient

Non-Patient Rider

It is reasonable to expect non-patient riders (NPR) such as friends or family members to ride to the hospital with patients. Unless there is an obvious safety component (such as the NPR is intoxicated, combative, unable to sit in the front seat, has demonstrated they are unable to follow directions, or poses an increased health/exposure risk to the ambulance personnel), the NPR should be allowed to ride in the front seat of the ambulance. Ambulance personnel concerns shall be discussed with the on-scene PFD chief or company officer before transport. The PFD has the final decision regarding whether the NPR will ride in the ambulance.

Modified Dispatch

During times of reduced resource availability resulting from but not limited to weather, multiple large incidents, high call volume, et cetera, it may be necessary to adjust resource types and numbers for certain incidents to maintain adequate service coverage across the City and prevent large service coverage voids from developing. During modified dispatch, the following response modifications are implemented:

- Alpha-Level Medicals
 - Handled by the ambulance Contractor unless they have no resources available, or a PFD resource is significantly closer
- Bravo-Level Medicals
 - The nearest single resource is sent (PFD or ambulance Contractor); if the PFD is dispatched, they must advise the City communication center of the need for transport
 - In extreme resource-depleted situations, will be handled by the ambulance Contractor unless they have no resources available or a PFD resource is significantly closer
- Charlie-Delta-, and Echo-Level Medicals
 - No change: PFD and the ambulance Contractor resource(s) will both be dispatched

Severe Weather

As emergency service agencies, preparation for all hazard events including severe weather is essential. It is expected that each agency shall be familiar with the other's operating plans and share preplanned staffing/response plans prior to the event. Staffing levels for the ambulance Contractor during severe weather events are specified in the ambulance Contractor's contractual agreement.

The ambulance Contractor will coordinate with the PFD Shift Commander during times of inclement weather. Requests to place ambulance responses in a "severe weather event" status shall be discussed with the PFD Shift Commander.

Severe weather events declared greater than 12 hours prior to the event shall have all additional ambulances ready for deployment at the time of the event. Severe weather events declared less than 12 hours prior to the event shall have ambulances ready for deployment within 90 minutes.

Requests for specialized equipment, such as snowplows, can be requested directly via the City communications center on PFD talk group DISPATCH CHANNEL 1.

EOC Participation

The City, through the Pueblo Emergency Operations Center keeps city departments and partner agencies informed of potential events including severe weather. The ambulance Contractor shall participate in the Emergency Operations Center (EOC) preplanning and information meetings, conference calls, and EOC activations.

When the EOC is activated, the ambulance Contractor shall have a member of its organization report to the designated EOC location. The representative should be someone that can make operational decisions on behalf of the Contractor.

Mutual Aid

The ambulance Contractor may enter into mutual aid agreements with surrounding agencies. However, mutual aid obligations shall not deplete City ambulance coverage below 2/3 of the agreed deployment plan by hour of the day, day of the week, without obtaining approval of the on-duty PFD Shift Commander or his/her delegate.

Incident Command Structure

The ambulance Contractor will follow the PFD incident command system (ICS)5. In most cases, the initial incident commander (IC) will be the first-arriving company officer; however, an ambulance may arrive first. When an ambulance arrives first, the ambulance personnel shall provide an initial size-up of the situation via radio on Fire TAC 1.

Structure Fire Response

For specific information regarding structure fire response communication, refer to Tac 1. It is the responsibility of the ambulance personnel to respond on PFD talk group DISPATCH CHANNEL 1 while monitoring the assigned command talk group, Fire TAC1.

While on-scene it is the responsibility of the ambulance personnel to position themselves in a location that does not interfere with the arrival of fire department apparatus and allow for easy departure of the ambulance from the scene should medical transport of a victim (civilian or firefighter) be necessary.

If not immediately directed, ambulance personnel should consider access and egress of additional ambulance resources into a triage/treatment & transport area that does not impede emergency scene operations.

Ambulance personnel shall report to the IC and have medical equipment and stretcher ready for immediate treatment and transport as assigned.

Hazardous Materials (Haz Mat) Response

The PFD uses NFPA 472: Standard for Competence of Responders to Hazardous Materials/Weapons of Mass Destruction Incidents and the IFSTA Hazardous Materials for First Responders, Fourth Edition, as references in developing the procedures utilized during hazardous materials incidents for operations level personnel.

Ambulances and ambulance personnel shall respond when requested and report to the IC or delegate. Ambulance personnel shall ensure they do not transport contaminated individuals.

Hospitals should be informed before the arrival of any patient that has had an exposure or is still exposed so they can decide if they want to utilize their decontamination showers.

Patient Decontamination

When a medical patient becomes contaminated, the patient MUST have gross decontamination by PFD completed prior to medical treatment and transportation depending upon the level and form of contamination. Failure to decontaminate a patient can place the ambulance and the receiving emergency room out of service for an undetermined length of time.

Traffic Incident Management

Traffic accidents present many dangers to fire, law enforcement, and ambulance personnel requiring coordination between all agencies for safe and effective scene management.

Positioning of fire apparatus and ambulances is vital. Ambulance positioning shall account for PFD companies that need to be located closer to the incident for extrication or fire suppression. Ambulances shall be placed in a safe area to load patients.

Ambulance egress should be considered when multiple responders are responding and arriving on-scene. Coordination with the IC and/or a staging officer is required.

In general, fire apparatus shall be used to block traffic where the ambulance and patient care can be protected.

Multi-Casualty Incident (MCI)

For the purposes of this procedure, an MCI is defined as an incident that generates more patients than available resources can manage using routine procedures. The PFD will declare an MCI for incidents with five (5) or more potentially critical patients, or when deemed appropriate by the IC.

MCI incidents should generate a supervisory response from the ambulance Contractor. The first arriving ambulance personnel should be prepared, if assigned, to fill the triage, treatment, or transportation leader positions until properly reassigned.

The transportation unit leader and ambulances shall track patients and destinations through an approved method.

Triage

If safe to do so, triage should be initiated by the first-arriving emergency responder on-scene. If the ambulance Contractor is first on-scene and performing triage, PFD personnel may relieve them of triage duties, making them available for transport.

Contaminated Patients

Patients exposed to hazardous materials during a mass casualty incident must be properly decontaminated by PFD before being moved to a treatment or transport area.

Tactical EMS

Law enforcement personnel are required to enter hostile and hazardous areas where EMS personnel are generally not trained or equipped to enter and provide care. Tactical Emergency Medical Support (TEMS) personnel possess specialized training and equipment to operate side-by-side with law enforcement in hostile/hazardous areas ("hot zone") to render care and extract victims.

Ground ambulances shall stage in the "cold zone" and fall under the direction of the TEMS supervisor. Communication should take place on a talk group identified by the TEMS supervisor or PPD command.

Active Shooter Incident

During active shooter incidents, ambulance personnel shall remain in the cold zone and report to the IC or medical group supervisor for assignment.

Helicopter Operations

Helicopters are utilized as air ambulances to provide rapid transport of critically injured and ill patients from remote or outlying areas. Pueblo currently has two (2) air ambulance helicopter services, UCHealth Lifeline and Centura Health Flight for Life.

1. "Standby"
 - The air ambulance helicopter shall be placed on "standby" when the need for the helicopter is possible but not yet confirmed. This prompts the helicopter crew to perform all preflight functions and standby until directed otherwise.
2. "Airborne Standby"
 - An "airborne standby" shall be requested when the air ambulance helicopter is likely to be needed. The helicopter will immediately launch, fly to the scene, and circle nearby (not directly overhead).
 - This response mode places the helicopter at the immediate disposal of on-scene resources.
3. "Immediate Go"
 - An "immediate go" request shall be made when the need for an air ambulance helicopter is confirmed. The helicopter will fly to and land at the scene.
 - Note: An air ambulance helicopter placed in any response mode is committed to that incident and unavailable to another incident or facility until back in service or released from the scene.

All air ambulance helicopters shall be requested through the City communications center to respond in one of the three described response modes and provided with a landing zone (LZ) location using latitude/longitude in the "degrees decimal minutes" format (if available, consider using specific automatic vehicle location (AVL) information).

- The first EMS agency on-scene may request an air ambulance helicopter. However, once incident command is established, such requests shall be made by the IC.
- The City communications center shall determine which air ambulance helicopter responds, assign a talk group, and obtain an ETA (if available) from the helicopter dispatcher.
- The PFD will be responsible for establishing the LZ and for coordinating the landing.

SECTION 5 COMMUNICATIONS

Ambulance Radio Communications

Ambulance personnel shall monitor PFD talk group DISPATCH CHANNEL 1 (MED 1, or the command talk group, if assigned) by one crew member keeping their portable radio on the assigned PFD talk group and the other on the ambulance Contractor's primary channel and/or talk group.

Ambulance personnel will acknowledge they are responding on PFD talk group DISPATCH CHANNEL 1 and move to the appropriate assigned channel for the incident (eg TAC1) . Although they will be informing the City communications center, direct communication with the responding PFD crew is also appropriate and expected.

Ambulance personnel will announce:

- Responding

The location they are responding from

- Response mode (Priority 2 or Priority 1)
- Change in Hospital destination after departure from scene

Failure to monitor and communicate via the assigned radio channel may be considered an administrative failure of the ambulance Contractor's contract.

Command Talk Group Responses

Due to the high radio traffic during initial assignments on a command talk group, ambulance personnel shall communicate their response on PFD talk group DISPATCH CHANNEL 1 and only monitor the assigned command talk group for operational directives. Once on-scene, the ambulance should stage and report that they are on-scene. The ambulance personnel should then communicate face-to-face with the IC or his/her representative for further instructions and remain monitoring the assigned radio channel for further instructions.

“Rescue 99”

For situations involving grave danger to PFD personnel (i.e., violent patient, enraged bystander, et cetera), PFD personnel or the City communications center may initiate a " “Rescue 99” A Rescue 99 requires all radio users to stay off the air unless they are part of, or managing, the threatening situation. When a Rescue 99 is initiated, the City communications center will air a short solid tone over the involved talk group, and state, "This talk group is Rescue 99 for emergency traffic only."

When PFD personnel initiate a Rescue 99 they should do the following:

1. Key the radio microphone and identify their unit and assignment, if necessary.
2. Declare a Rescue 99.
3. Describe the situation in as much detail as possible (e.g., "Engine 1, Rescue 99, we have a man with a gun in the residence.")

When a fire company or ambulance not involved in the Rescue 99 needs to contact the City communications center without having been assigned to another talk group, they should contact the City communications center on talk group TAC1. TAC1 is always monitored as an unselected talk group.

SECTION 6 EDUCATION

The PFD and the ambulance Contractor shall work jointly on education distribution; education courses identified by the City and Contractor Medical Director(s) will be attended by all providers. An example of mandatory education includes but is not limited to, QA/QI reviews. The ambulance Contractor's educators will work together with PFD educators to teach and deliver all applicable education.

Minimum Continued Education

The minimum continued education requirements are:

- Paramedics:
 - EKG (annually)

- EMS Spotlight (monthly)
- Lessons Learned/Outcomes (quarterly)
- Guideline Review (annually)
- EMTs:
 - EMS Spotlight (monthly)
 - Lessons Learned (quarterly)
 - Guideline Review (annually)

SECTION 7 EQUIPMENT

It is expected that both the PFD and the ambulance Contractor bring all appropriate equipment to the scene and to the patient's side. Either the PFD or the ambulance Contractor can inform the other responders of equipment needed or not needed prior to the other responder's arrival.

Supply Trade-Out

Disposable supplies shall be restocked by the responding ambulance(s) on a one-for-one exchange while at the scene. If this does not occur due to a lack of supplies on the ambulance or due to the need for immediate or rapid patient transport, the PFD shall identify the restock need by contacting the on-duty Contractor supervisor for prompt restocking of the items.

Equipment Failure

Equipment failures shall be reported immediately to the respective organizations. The PFD and the ambulance Contractor shall follow their internal processes and document failures, tests, and repairs. The ambulance Contractor will submit reports of equipment failures and repairs to the City's ambulance contract administrator.

Ambulance Inspections

Ambulance inspections are conducted randomly by the City. It is expected that the ambulance be taken out of service and the ambulance personnel participate in the inspection.

Equipment List

The ambulance Contractor will carry the same type and concentration of medication and or equipment as PFD.

In addition to the equipment required by Pueblo County, the contents of Exhibit E are required for operations within Pueblo. Equipment requirements are subject to change per medical direction.

<u>AMBULANCE EQUIPMENT and SPECIFICATIONS</u>	
PPE CABINET	CARDIAC MONITOR
Eye Protection – 3	ECG Cables – 1 set
Surgical Masks – 4	12 Lead Cables – 1 set
Personal Protection Kit – 3	Electrodes (diaphoretic) – 4 sets
TB/N95 Mask, Large – 2	LP Batt –1
TB/N95 Mask, Medium - 2	LP Paper – 1
TB/N95 Mask, Small – 2	Razor – 1
OB Kit– 1	Combo Pads, adult – 1
Peroxide- 1	Combo Pads, peds – 1
Hand Cleaner- 1	Waveform cap NC – 1
MED CABINET	Waveform cap ET - 1

Adenosine – 5	IV CABINET
Albuterol – 6	<i>Shelf 1</i>
Amiodarone – 3	Macro Drip – 8
50ml NS – 1 bag	Normal Saline 500ml – 8
ASA – 1 bottle	<i>Shelf 2</i>
Atropine – 2	Normal Saline 1000ml - 2
Atrovent - 3	Micro Drip – 1
Bicarb 8.4% – 2	Pediatric arm board – 1
Calcium Chloride – 1	BANDAGING CABINET
D50 - 2	Band-aids – 1 box
Diphenhydramine – 2	Cold Pack – 2
with micro & 18ga needle	Hot Pack – 2
Epi 1:10,000 – 5	Sterile Water- 2
Epi 1:1000, 1ml – 1	Burn Sheet- 2
Glucagon – 1	Trauma Dressing- 2
Glucose – 4	Kerlix – 6
Lasix – 2	Non-Sterile 4x4 – 1 package
Lidocaine – 1	Occlusive Dressing – 2
Mag Sulfate – 2	Sam Splint - 2
Narcan – 2	Sling – 2
Nitrostat tabs – 1	Sterile 4x4 – 1 box
Racemic Epi - 1	Surgipads – 6 (3 ea)
IV Zofran - 2	Tourniquet - 1
Solumedrol 125mg – 2	SUCTION CABINET
PO Zofran -8	Suction Canisters with lids- 2
Ring Cutter – 1	Suction Tubing – 2
Mucosal atomizer-2	Tonsil Tip – 2
SPINAL CABINET	French Suction Caths - 1 set
C-Collar, Adult – 6	ACTION AREA
C-Collar, vacuum, disposable -4	Spit sock - 2
C-Collar, Peds – 2	Syringe organizer – 1
Head blocks – 2, disposable	60cc- 0
2” tape – 2	30cc – 1
Spider Straps- 1	10cc - 4
O2 CABINET	5cc - 4
Nasal Cannula – 8	3cc - 4
Adult NRB - 6	1cc - 4
Adult Neb Kits – 4	Angio organizer – 1
Peds NRB- 2	14ga – 6
Peds Cannula- 2	16ga – 6
OP Airways – 1 set	18ga – 10
NP Airways – 1 set	20ga – 10
Lubricating jelly - 6	22ga – 5

Emesis bags - 6	24ga – 5
AIRWAY CABINET	Prefilled saline – 4
Waveform cap ET – 2	Trauma shears – 1
Waveform cap NC - 2	Flat Organizer Tray - 1
BVM, Adult – 2	Iodine preps – 4
BVM, Child – 1	Ammonia caps – 4
BVM Mask , Neonatal – 1	18ga needle – 2
Chest Kit x 1	22ga needle – 2
Neb to ET Kit – 1	25ga needle – 2
Nasal ETT (prep) kit	Filter needle – 4
Crich Kit - 1	Small basket – 1
Laryngoscope handle	Extension sets - 6
C Batt – 2	Thermometer- 1
ET Tubes Adult (5.0 -9.0) – 1 ea	Suction supplies for canister
I-gels #1, 1.5, 2, 2.5, 3, 4, 5 -1 ea	KED – 1
Adult Stylet – 2	Traction splint - 1
Adult ETT holder – 2	Linen sheets (flats) – 4
Bougie – 1	Blankets- 2
CPAP assembly - 1	Pillow cases - 2
CARDIAC CABINET	PORT O2 CABINET
Electrodes (diaphoretic) – 10 sets	Port O2 bottles – 1
LP15 Paper – 1	O2 wrench – 1
Combo Pads, adult – 2	O2 regulator – 1
Combo Pads, peds - 1	BAG STOCK
B/P Cuff, Neonate/Peds – 1	INTERIOR COMPARTMENT
B/P Cuff, Child – 1	MED BOXES LG & SM
B/P Cuff, Large Adult – 1	ASA – 1 bottle
BENCH AREA	Amiodarone – 3
B/P Cuff, Adult – 1	Atropine – 1
Disinfectant pads - 6	Bicarb 8.4% – 1
Electrodes – 2 sets	D50 - 1
Non-sterile 4x4s – 1 package	Epi 1:10,000 – 4
Tape, 1” clear – 4	Glucose – 1
Tape, 1” silk - 2	Lasix – 1
Tape, 2” silk – 4	Lidocaine - 1
Tourniquets – 10	Narcan – 1
Tegaderm – 10	Atomizer - 1
Alcohol preps - 20	Nitrostat tabs – 1
SPINAL AREA	Adenosine – 3
Backboards - 1	Albuterol – 2
Scoop – 1	Atrovent - 1
Peds Car Seat – 1	Diphenhydramine – 1
CLEANING CABINET	Epi 1:1000, 1ml – 1

Disinfectant spray – 1	Mag Sulfate – 1
Window spray – 1	Solumedrol 125mg – 1
Towels - 2	Zofran tabs – 4
BAG CABINET	Zofran IV - 1
Red bags – 10	BVM, Adult – 1
Clear trash can liners - 10	OP Airways, adult – 1 set
PEDS BAG STOCK	NP Airways, adult – 1 set
<i>LEFT SIDE POCKET</i>	Lubricating jelly – 2
Nasal Canula – 1	INTUBATION KIT
NRB – 1	10cc syringe – 2
FRONT POCKET	Disposable Blades, Mac 3 and 4 – 1 ea
Manual Child Cuff – 1	Disposable Blades, Miller 3 and 4 – 1 ea
<i>RIGHT SIDE POCKET</i>	C Batts - 2
Stethoscope – 1	Crich Kit – 1
<i>TOP FLAP INTERNAL POCKET</i>	Nasal Tube (prep) Kit – 1
Broselow Tape -1	ET waveform cap- 1
Silver Swaddler or foil- 1	ET Tubes (5.5-9.0) – 1 ea
Stylet – 1	Lubricating jelly - 2
ETT 3.0-5.0 – 1 ea	Bougie - 1
<i>MAIN INTERNAL POCKET</i>	Laryngoscope handle – 1
OB Kit -1	Laryngoscope Bulb, Lg – 2
Quick Trach -1	Magills, Lg – 1
BVM -1	Stylet, adult – 2
<i>BOTTOM ORANGE POCKET</i>	Tube holder – 1 adult
Magill's -1	Biohazard (red) bag – 1
Laryngoscope Handle – 1	SMALL EXTERNAL POCKETS
Blades - 1 ea	<i>BANDAGING POCKET</i>
Light bulb – 1	Tourniquet – 1
Thomas Tube Tie – 1	Kerlix – 2
<i>BOTTOM BLUE POCKET</i>	Sterile 4x4s – 8
Neonate Mask – 1	5x9 Dressing – 2
OPA's – 1 set	8x10 Dressing – 2
Arm Board – 1	Occlusive Dressing – 1
<i>LONG EXTERNAL POCKET</i>	Sling – 1
I.O. Kit	Tape, 1" silk – 1
Driver – 1	Tape, 2" silk – 1
Lg. Adult needle - 1	Emesis bags – 2
Adult needle – 1	Sam splint – 1
Peds needle - 1	<i>LID POCKET</i>
IV Kit	Refusal form - 1
Normal Saline 500ml – 1	Combitube -0
Normal Saline 50ml - 1	Or King Airways – 0

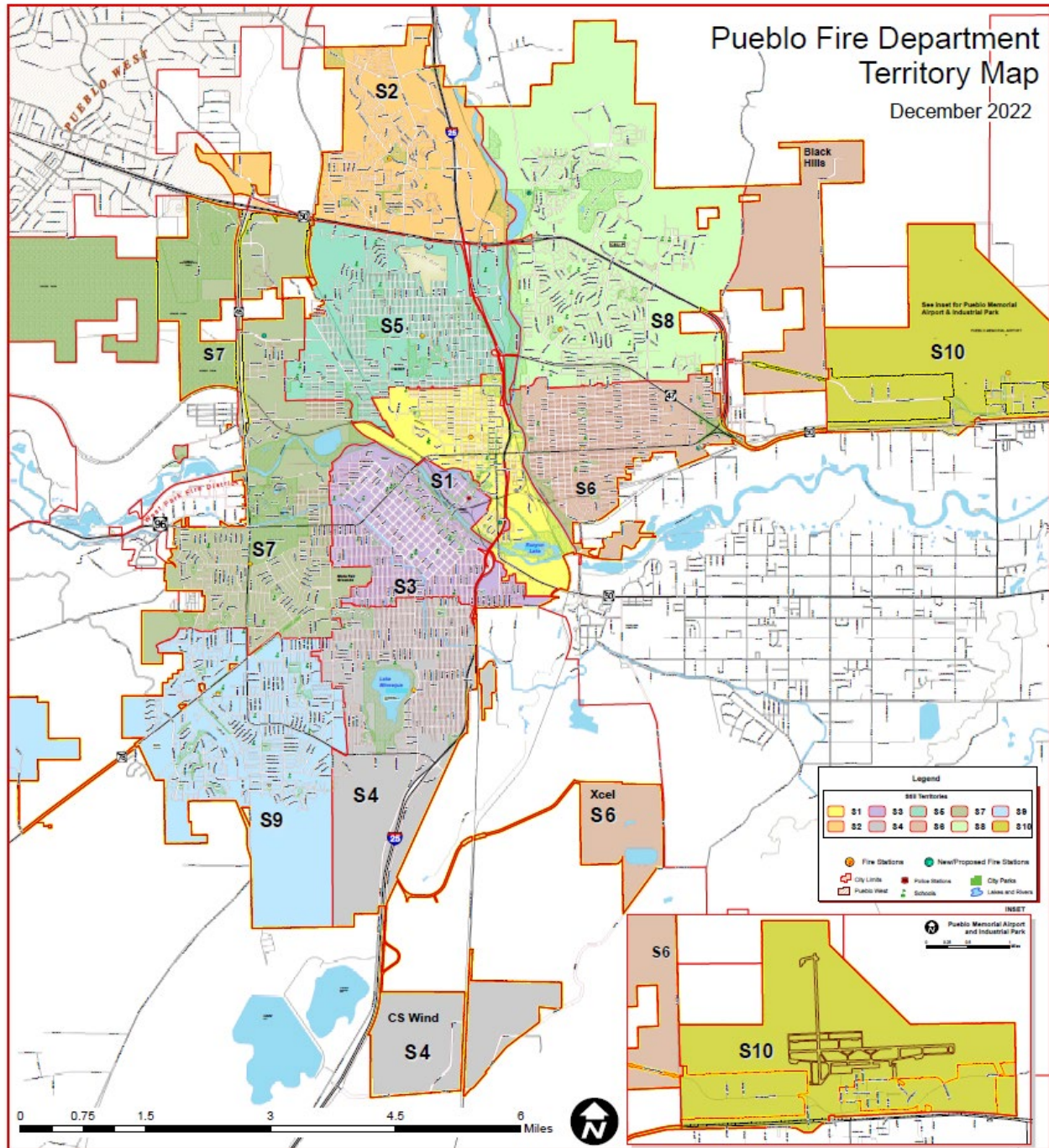
Macro Drip – 2	Igel – 1-5, 1 ea size
Blood Y Set – 0	Chest Kit x 1
Angio organizer – 1	Neb to ET Kit – 1
14ga – 2	O2 POCKET
16ga – 2	Nasal Cannula – 1
18ga – 2	Adult NRB - 1
20ga – 2	Neb Kit – 1
22ga – 2	Spit mask - 1
24ga – 2	<i>CUFF POCKET</i>
Alcohol preps – 6	B/P Cuff, Adult – 1
Prefilled saline – 1	Adult stethoscope – 1
Saline lock - 1	<i>GLUCOMETER POCKET</i>
Sharps shuttle – 1	Glucometer – 1
Sterile 4x4 – 6	Strips – 1 bottle
Tape, 1” clear – 1	Lancets – 4
Tourniquets – 2	Band-aids – 4
10cc - 2	Alcohol preps – 4
5cc - 1	Lancets – 6 (loose in bottom)
3cc - 1	
1cc - 1	
18ga needle – 2	
22ga needle – 1	
25ga needle – 1	
Filter needle – 2	
<u>PFD EXPENDABLE EQUIPMENT AND SUPPLIES</u>	
Cardiac Electrodes (Diaphoretic)	Syringe
LP 15 Paper	30cc
Razor	10cc
LP 15 Quik-Combo Pads, adult	5cc
LP 15 Quik-Combo Pads, pediatric	3cc
LP 15 Smart CapnoLine® Plus Waveform cap NC – Adult & Pediatric	1cc
LP 15 Waveform cap ET	Angio
Macro Drip	14 gauge
Normal Saline (500ml or 1000 ml)	16 gauge
Micro Drip IV Set	18 gauge
Blood Draw set (Parkview & St. Mary Corwin)	20 gauge
Pressure Infuser	22 gauge
Cold Pack	24 gauge
Hot Pack	Prefilled saline (10 ml Flush)
Sterile Water (1000 ml)	Safety Needles (18 gauge, 22, 23 or 25 gauge)

Burn Sheet- 2	Filter needle
Kerlix – 4”	Extension sets
Occlusive Dressing	Surgical and N-95 Masks
Sam Splint	OB Kit
Sling (Triangular Bandage)	Adenosine (12 mg.)
Sterile 4x4s	Albuterol
Surgipads (5”x9”)	Amiodarone
CAT Tourniquet	50ml bag NS
Suction Canisters with lids	Atropine (pre-filled syringe)
Suction Tubing	Atrovent
Tonsil Tip (S-SCORT® HI-D ‘BIG STICK’)	D50(pre-filled syringe)
French Suction Caths	Diphenhydramine
Nasal Cannulas	Epi 1:10,000 (pre-filled syringe)
Adult NRB	Epi 1:1000, 1ml ampule
Nebulizer Kits	Oral Glucose
Peds NRB	Lasix (pre-filled syringe)
Peds Cannula	Lidocaine (pre-filled syringe)
OP Airways	Mag Sulfate (5 gram vials)
NP Airways	Narcan (pre-filled syringe)
Emesis bags	IV Zofran
BVM, Adult	Solumedrol 125mg
BVM, Child	PO Zofran
BVM Mask, Neonatal	Mucosal atomizer
Chest Kit x 1 (ARS)	C-Collar, Adult
Neb to ET Kit	C-Collar, vacuum, disposable
Nasal ETT (prep) kit	C-Collar, Peds
Crich Kit	Head blocks, disposable
ET Tubes Adult (5.0 -9.0)	Spider Straps
I-GEL Airways - #1, #1.5-, #2, #2.5, #3 - #4 - #5	Tape, 1” clear
Adult Stylets	Tape, 1” silk
Adult ETT holder	Tape, 2” silk
Bougie	Tourniquets
CPAP- (CPAP-FLOW-SAFE® II EZ – Small & Large)	Transparent IV Dressing (i.e.Tegaderm, Kendall, etc.)
Cold packs	Backboards
Spit socks	Blood Glucose Safety Lancets
LP15 Pediatric Disposable Pulse Ox Probes	Neo-Syneprine
EZ-IO Needles (15mm, 25mm, 45mm)	
EZ-IO Stabilizers	
COBAN 3”	
2” Roller Bandage	

Type D Oxygen Cylinders.	
Disposable Laryngoscope Blades (GREENLINE® Mac 1 – 4 & Miller 0 -4)	
Suction Tonsil Tips (S-SCORT® HI-D ‘BIG STICK’)	
Replacement Video Laryngoscope Disposable nitrile EMS gloves in small, medium, large and extra-large.	
Other items to be added per agreement	

SECTION 8 TERMS

Alpha Side	Front of the structure, usually the street side
Bravo Side	When facing the Alpha side, the Bravo side is on the left
CAN-L Report	Conditions, Actions, Needs, Location
Charlie Side	Rear of the structure (opposite of the Alpha side)
Priority 2 (Code2)	Emergent, no lights or siren
Priority 1 (Code 3)	Emergent with lights and siren
Cold Zone	The area at an emergency incident that is safe where support, planning, incident command, and staging occurs
Delta Side	When facing the Alpha side, the Delta side is on the right
Division	Used to divide an emergency incident into geographic areas of operation
Emergency Evacuation	Three consecutive air horn blasts at an emergency scene indicates that all personnel should evacuate the structure or immediate area
Entrance/Egress	Pathway into and/or out of an incident location
DISPATCH CHANNEL 1	PFD Fire Talk Group 1
Group	Used to divide an emergency incident into functional areas of operation
Hot Zone	The area at an emergency incident that is not safe where emergency operations occur
IAP	Incident action plan
IC	Incident Commander (although not all incidents have an IC announced, a command structure is always in place)
Level One	One ambulance available in the system
Level Zero	No ambulances available in the system
MayDay	A declaration by an emergency responder(s) that s/he has a personal emergency
PAR	Personnel accountability report
Rehabilitation ("Rehab") Area	An area designated by the IC for rehab and food/fluid replenishment and vital signs observations.
RIT	Rapid intervention team
Size-Up	Initial and ongoing evaluation of incident
Staging Manager	Officer in charge of staging



MINIMUM INSURANCE REQUIREMENTS

The following listed minimum insurance requirements shall be carried by all Contractors and consultants unless otherwise specified in the City's solicitation package, Special Provisions, or Standard Specifications.

The proposer shall be insured at a minimum of:

- \$1,000,000.00 Comprehensive, general, and automobile liability coverage per occurrence;\$3,000,000.00 annual aggregate
- \$3,000,000.00 Medical Professional liability coverage per occurrence; \$5,000,000.00 annual aggregate
- Statutory requirements for Workers' Compensation
- Insurance shall continue Medical Professional liability coverage after the expiration or termination of the contract for a period of three (3) years.
- Insurance shall include waivers of subrogation against the City, and its officers and employees.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance.

Auto and General Liability policies furnished by the Contractor is primary, and that any insurance held by the City of Pueblo is excess and non-contributory.

The undersigned certifies and agrees to carry and maintain the insurance requirements indicated above throughout the contract Period of Performance and for one year thereafter.

Company_____ Date_____

Authorized Signature_____

Printed Name/Title_____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

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 A COOPERATIVE AGREEMENT BETWEEN THE U.S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION (DEA) AND THE CITY OF PUEBLO RELATING TO THE ASSIGNMENT OF PUEBLO POLICE OFFICERS TO A REGIONAL TASK FORCE TO ASSIST IN THE INVESTIGATION AND THE DISRUPTION OF DRUG TRAFFICKING CRIMES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is an agreement assigning four (4) Pueblo Police Department officers to the DEA Task Force.

PREVIOUS COUNCIL ACTION:

City Council has approved this type of agreement in the past.

BACKGROUND:

This ordinance authorizes the continuation of the Pueblo Police Department's partnership with the DEA. There is evidence that trafficking in narcotics and dangerous drugs exists in the southern Colorado area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the citizens of Colorado. This agreement authorizes the assignment of four (4) officers to the Drug Task force until September 30, 2026.

FINANCIAL IMPLICATIONS:

There is no financial impact to the City of Pueblo, as the officers assigned to the Drug Task Force are currently included in the Police Department's budget. Should that not be the case in the future, the agreement provides for either party to terminate the agreement with thirty (30) days notice.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

The Council may disapprove the agreement.

RECOMMENDATION:

Passage of this Ordinance is recommended.

ATTACHMENTS:

1. DEA Task Force Agreement 2022

ORDINANCE NO.

AN ORDINANCE APPROVING A COOPERATIVE AGREEMENT BETWEEN THE U.S. DEPARTMENT OF JUSTICE DRUG ENFORCEMENT ADMINISTRATION (DEA) AND THE CITY OF PUEBLO RELATING TO THE ASSIGNMENT OF PUEBLO POLICE OFFICERS TO A REGIONAL TASK FORCE TO ASSIST IN THE INVESTIGATION AND THE DISRUPTION OF DRUG TRAFFICKING CRIMES, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to approve and enter into Agreements; and

WHEREAS, approval of the Agreement for the purposes for which it has been made is in the best interest of the City; NOW, THEREFORE,

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

SECTION 1.

The Agreement dated October 1, 2022 between the U.S. Department of Justice, Drug Enforcement Administration (DEA) and the City of Pueblo, pertaining to assistance between the government entities to investigate and disrupt drug trafficking crimes, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

The President of City Council and the Mayor are 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 _____.

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

PROGRAM - FUNDED STATE AND LOCAL TASK FORCE AGREEMENT

This agreement is made this 1st day of October, 2022, between the United States Department of Justice, Drug Enforcement Administration (hereinafter "DEA"), and the City of Pueblo and its Police Department ORI#CO0510100 (hereinafter "parent agency"). The DEA is authorized to enter into this cooperative agreement concerning the use and abuse of controlled substances under the provisions of 21 USC § 873.

WHEREAS there is evidence that trafficking in narcotics and dangerous drugs exists in the Southern Colorado area and that such illegal activity has a substantial and detrimental effect on the health and general welfare of the people of Colorado, the parties hereto agree to the following:

1. The Colorado Springs Resident Office Task Force will perform the activities and duties described below:
 - a. disrupt the illicit drug traffic in the Southern Colorado area by immobilizing targeted violators and trafficking organizations;
 - b. gather and report intelligence data relating to trafficking in narcotics and dangerous drugs; and
 - c. conduct undercover operations where appropriate and engage in other traditional methods of investigation in order that the Task Force's activities will result in effective prosecution before the courts of the United States and the State of Colorado.
2. To accomplish the objectives of the Colorado Springs Resident Office Task Force, the parent agency agrees to detail four (4) experienced officer(s) to the Colorado Springs Resident Office Task Force for a period of not less than two years. During this period of assignment, the parent agency officer(s) will be under the direct supervision and control of DEA supervisory personnel assigned to the Task Force.
3. The parent agency officer(s) assigned to the Task Force shall adhere to DEA policies and procedures. Failure to adhere to DEA policies and procedures shall be grounds for dismissal from the Task Force.
4. The parent agency officer(s) assigned to the Task Force shall be deputized as Task Force Officers of DEA pursuant to 21 USC § 878.
5. To accomplish the objectives of the Colorado Springs Resident Office Task Force, DEA will assign eight (8) Special Agents to the Task Force. The DEA (through a HIDTA grant) will provide lease vehicles and gasoline to the parent agency, the parent agency agrees to maintain a vehicle for use for each of its assigned Task Force Officers.

DEA will also, subject to the availability of annually appropriated funds or any continuing resolution thereof, provide necessary funds and equipment to support the activities of the DEA Special Agents and parent agency officers assigned to the Task Force. This support will include: office space, office supplies, travel funds, funds for the purchase of evidence and information, investigative equipment, training, and other support items.

6. During the period of assignment to the Colorado Springs Resident Office Task Force, the parent agency will remain responsible for establishing the salary and benefits, including overtime, of the officers assigned to the Task Force, and for making all payments due them. DEA will, subject to availability of funds, reimburse the parent agency for overtime payments. Annual overtime for each state and local law enforcement officer is capped at the equivalent to 25% of the salary of a GS-12, step 1, of the general pay scale for the rest of the United States. Reimbursement for all types of qualified expenses shall be contingent upon availability of funds and submission of a proper request for reimbursement which shall be submitted monthly or quarterly on a fiscal year basis, and which provides the names of investigators who incurred overtime for DEA during invoiced period, the number of overtime hours incurred, the hourly regular and overtime rates in effect for each investigator, and the total cost for the invoiced period. The parent agency will bill overtime as it is performed and no later than 60 days after the end of each quarter in which the overtime is performed. . **Note: Task Force Officer's overtime "shall not include any costs for benefits, such as retirement, FICA, and other expenses."**
7. In no event will the parent agency charge any indirect cost rate to DEA for the administration or implementation of this agreement.
8. The parent agency shall maintain on a current basis complete and accurate records and accounts of all obligations and expenditures of funds under this agreement in accordance with generally accepted accounting principles and instructions provided by DEA to facilitate on-site inspection and auditing of such records and accounts.
9. The parent agency shall permit and have readily available for examination and auditing by DEA, the United States Department of Justice, the Comptroller General of the United States, and any of their duly authorized agents and representatives, any and all records, documents, accounts, invoices, receipts or expenditures relating to this agreement. The parent agency shall maintain all such reports and records until all audits and examinations are completed and resolved, or for a period of six (6) years after termination of this agreement, whichever is later.
10. The parent agency shall comply with Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, the Age Discrimination Act of 1975, as amended, and all requirements imposed by or pursuant to the regulations of the United

States Department of Justice implementing those laws, 28 C.F.R. Part 42, Subparts C, F, G, H and I.

11. The parent agency agrees that an authorized officer or employee will execute and return to DEA the attached OJP Form 4061/6, Certification Regarding Lobbying; Debarment, Suspension and Other Responsibility Matters; and Drug-Free Workplace Requirements. The parent agency acknowledges that this agreement will not take effect and no Federal funds will be awarded to the parent agency by DEA until the completed certification is received.
12. When issuing statements, press releases, requests for proposals, bid solicitations, and other documents describing projects or programs funded in whole or in part with Federal money, the parent agency shall clearly state: (1) the percentage of the total cost of the program or project which will be financed with Federal money and (2) the dollar amount of Federal funds for the project or program.
13. DEA acknowledges that the United States is liable for the negligent and wrongful acts or omissions of its agents and employees, including task force officers deputized pursuant to 21 USC 878, while acting within the scope of their employment, to the extent permitted by the Federal Tort Claims Act 28 USC 1346, 2671-2680. DEA also acknowledges that task force officers deputized pursuant to 21 USC 878 who are sued in their individual capacity for actions taken within the scope of their employment may request Department of Justice representation on the same basis as DEA employees under 28 CFR 50.15.
14. The term of this agreement shall be effective from the date in paragraph number one until September 30, 2026. This agreement may be terminated by either party on thirty days' advance written notice. DEA's support to the Task force, including reimbursement of overtime, is subject to the availability of funds on a fiscal year basis (October 1 through September 30 of the next year). Billing for all outstanding obligations must be received by DEA within 60 days of the end of the fiscal year or within 60 days of the date of termination of this agreement. DEA will be responsible only for obligations incurred by parent agency during the term of this agreement on a fiscal year basis, subject to the availability of funds.

For the Drug Enforcement Administration:

Brian S. Besser

Date

Special Agent in Charge

For the City of Pueblo and Pueblo Police Department:

Steven Noeller
Chief

Date

Heather Graham
President of City Council
One City Hall Place
Pueblo, CO 81003

Date

Nicholas A. Gradisar
Mayor, City of Pueblo
One City Hall Place
Pueblo, CO 81003

Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING A SECOND AMENDMENT TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND WALTER'S BEER, LLC, A COLORADO LIMITED LIABILITY COMPANY RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAID SECOND AMENDMENT

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Second Amendment to an employment agreement with Walter's Beer, LLC, a Colorado limited liability company (the "Company"). The attached amendment reduces the Company's employment commitment from 11 to 4 employees but requires the Company to keep 4 employees on the payroll until September 30, 2032. The Company has also agreed to pay the City a one-time contract amendment fee of \$5,000 if the City Council approves the attached Second Amendment.

PREVIOUS COUNCIL ACTION:

Company and City entered into an original Employment Agreement ("Employment Agreement") dated September 9, 2013 which provided, *inter alia*, for the advancement of funds in the amount of \$150,000 to the Company in exchange for the Company's commitment to employ, for a seven (7) year period, eleven (11) full time employees whose annual salary would average at least \$40,600; and

Company and City entered into a 1st Amendment to Employment Agreement ("1st Amendment") dated October 23, 2017, which provided for the extension of the Company's Employment Commitment to October 1, 2021 and the Termination Date was extended to September 30, 2027.

BACKGROUND:

Company intends to continue to operate its manufacturing facility within the City through, at least, December 31, 2032. As a result of the COVID-19 pandemic and other business challenges, the Company has requested that the City extend the Company's

Employment Commitment Date as well as adjust the total number of employees guaranteed.

The attached Second Amendment requires the Company to keep 4 employees continuously employed for eleven (11) years, from October 1, 2021 until September 30, 2032, at annual salaries which average at least \$40,600.

FINANCIAL IMPLICATIONS:

No additional “half cent” economic development incentives will be paid to the Company. The City will receive a one-time contract amendment fee of \$5,000, if the City Council approves the attached Second Amendment.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the Company’s proposed “work out” of its employment commitment will not be accepted.

RECOMMENDATION:

The Pueblo Economic Development Corporation recommends approval of this Ordinance.

ATTACHMENTS:

1. Walters Beer -2nd Amended Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING A SECOND AMENDMENT TO AN EMPLOYMENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND WALTER'S BEER, LLC, A COLORADO LIMITED LIABILITY COMPANY RELATING TO A JOB CREATING CAPITAL IMPROVEMENT PROJECT AND AUTHORIZING THE MAYOR TO EXECUTE SAID SECOND AMENDMENT

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

SECTION 1.

The City Council finds and determines that good cause exists for the amendment of the employment agreement between the City and Walter's Beer, LLC, a Colorado limited liability (the "Company"). The Second Amendment to Employment Agreement, dated February 27, 2023 ("Second Amendment") a copy of which is attached hereto and incorporated herein by this reference, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Second Amendment in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and to attest same.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

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

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

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT (“2nd Amendment”) entered into this 27th day of February, 2023 between Pueblo, a municipal corporation (the “City”) and Walter’s Beer, LLC, a Colorado limited liability company (the “Company”).

WHEREAS, Company and City entered into an original Employment Agreement (“Employment Agreement”) dated September 9, 2013 which provided, *inter alia*, for the advancement of funds in the amount of \$150,000.00 to the Company in exchange for the Company’s commitment to employ, for a seven (7) year period, eleven (11) full time employees whose annual salary would average at least \$40,600.00; and

WHEREAS, Company and City entered into a 1st Amendment to Employment Agreement (“1st Amendment”) dated October 23, 2017, which provided for the extension of the Company’s Employment Commitment to October 1, 2021 and the Termination Date was extended to September 30, 2027.

WHEREAS, Company intends to continue to operate its manufacturing facility within the City through, at least, December 31, 2032; and

WHEREAS, as a result of the COVID-19 pandemic and other business challenges, the Company has requested that the City extend and enlarge the Company’s Employment Commitment Date as well as adjust the total number of employees guaranteed.

NOW, THEREFORE, in consideration of the foregoing and the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, City and Company agree as follows:

1. The Company’s Employment Commitment Date is amended to commence October 1, 2021.
2. The Termination Date of the Company’s Employment Commitment is enlarged and extended to September 30, 2032.
3. From October 1, 2021 to September 30, 2032, Company will continuously conduct its business operations at the Facility and employ, on a quarterly average, not less than four (4) Full-Time Employees at the Facility (“Employment Commitment”). Such quarterly average shall be calculated using the sum of the aggregate number of Full-Time Employees on each business day of a Quarter, divided by the sum of the aggregate business days in such Quarter.
4. Notwithstanding anything contained in Employment Agreement and the 1st Amendment to the contrary, if Company shall fail to meet the Employment Commitment, Company shall pay to City compensating amounts calculated as follows. From October 1, 2021 to September 30, 2032 (the "Commitment Period") Company shall pay to City a compensating amount for each Quarter in the Commitment Period calculated by subtracting the number of Quarterly Employees from the commitment of four (4) Full-Time Employees and then multiplying

the result by \$345.25. For example, if for the second Quarter of 2024, the number of Quarterly Employees is 2 the amount payable by Company to City on or before the fifteenth (15th) day of the next calendar month would be $(4 - 2) \times \$345.25 = \690.50 .

5. Company further agrees to pay to City Five Thousand (\$5,000.00) Dollars as consideration for the modifications to the Employment Agreement and 1st Amendment as set forth in this 2nd Amendment. Said monies shall be paid contemporaneously with the execution of this 2nd Amendment. Failure to pay said monies shall result in this 2nd Amendment becoming null and void.

6. The Employment Agreement between the Parties, which is incorporated herein by this reference, shall remain in full force and effect, except as amended by the 1st Amendment and this 2nd Amendment.

Executed at Pueblo, Colorado, the day and year first above written.

[S E A L]

City of Pueblo, a Colorado municipal
corporation

Attest: _____
City Clerk

By _____
Mayor

[SEAL]

Walter's Beer, LLC,
a Colorado limited liability corporation

By _____

Name: _____

Title: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING RELATING TO THE PUEBLO MONTHLY ECONOMIC DASHBOARD REPORTS

SUMMARY:

The attached Ordinance approves and authorizes the Mayor to sign an Amendment No. 1 to the consulting agreement with Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting ("Dr. Bailey") in connection with Pueblo monthly economic dashboard reports.

PREVIOUS COUNCIL ACTION:

On June 13, 2022, by Ordinance No. 10194, City Council approved a Consulting Agreement for Dr. Bailey to develop a Pueblo monthly economic dashboard and to provide monthly dashboard reports through March 31, 2023.

BACKGROUND:

The attached Amendment makes three (3) changes to the current Consulting Agreement:

1. The term of the contract is extended until December 31, 2023.
2. In addition to the monthly dashboard reports, Dr. Bailey is required to provide a monthly narrative analysis of each report and will receive additional compensation for her narrative analysis.
3. At Dr. Bailey's request, the Consulting Agreement and the contract amendment is being assigned to Data-Driven Economic Strategies ("DDES") a Colorado nonprofit corporation.

FINANCIAL IMPLICATIONS:

Under the attached Amendment, payments to DDES will be made to DDES as follows:

Date	Time Period	Amount
03-15-23	2022 Q4 - October 1, 2022 to December 31, 2022	\$ 17,500.00
04-15-23	2023 Q1 – January 1, 2023 to March 31, 2023	17,500.00
07-15-23	2023 Q2 – April 1, 2023 to June 30, 2023	17,500.00
10-15-23	2023 Q3 – July 1, 2023 to September 30, 2023	17,500.00
01-15-24	2023 Q4 – October 1, 2023 to December 31, 2023	17,500.00
Total		\$ 87,500.00

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, Dr. Bailey's engagement will terminate on March 31, 2023.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Amendment No. 1 to Professional Services Agreement between City and Peak Analytics

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE AN AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND TATIANA BAILEY, PH.D. D/B/A PEAK ANALYTICS CONSULTING RELATING TO THE PUEBLO MONTHLY ECONOMIC DASHBOARD REPORTS

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

SECTION 1.

The Amendment No. 1 to the Agreement for Professional Services ("Amendment") between the City of Pueblo, a Colorado municipal corporation and Tatiana Bailey, Ph.D. d/b/a Peak Analytics Consulting, dated February 27, 2023, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said Amendment in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council *nunc pro tunc* October 1, 2022.

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 AGREEMENT FOR PROFESSIONAL SERVICES

THIS AMENDMENT NO. 1 TO THE AGREEMENT FOR PROFESSIONAL SERVICES ("Amendment") is made and entered this 27th day of February, 2023, by and between the City of Pueblo, a Colorado municipal corporation (hereinafter referred to as "Client") and Tatiana Bailey, Ph.D., an individual, d/b/a Peak Analytics Consulting (hereinafter referred to as "Consultant") and the Center for Technology, Research and Commercialization d/b/a Data-Driven Strategies, a Colorado nonprofit corporation (hereinafter referred to as ("DDES"). Client, Consultant and DDES are sometimes each referred to as a "Party" and collectively "Parties." In consideration of the mutual covenants hereinafter set forth, the Parties agree as follows:

A. The Agreement for Professional Services ("Agreement") between the Client and Consultant dated June 13, 2022 *nunc pro tunc* April 1, 2022, shall be and hereby is amended to read as follows:

(1) Assignment. Consultant hereby assigns the Agreement to DDES.

(2) Assumption. DDES hereby assumes and agrees to observe and perform the obligations of the Agreement.

(3) Consent. Client hereby consents to the foregoing assignment and assumption of the Agreement and Client agrees to give DDES the same rights under the Agreement as previously enjoyed by Consultant.

(4) Term. The term of this Amendment begins on October 1, 2022 and ends on December 31, 2023.

(5) Scope of Services. During the Term of this Amendment, DDES shall provide services as follows:

Update economic dashboard monthly, provide a narrative report and answer questions from Client as they arise	October 1, 2022 to December 31, 2023
--	--------------------------------------

(6) Fees for Services and Payment. The aggregate of all payments made hereunder shall not exceed Eighty-Seven Thousand Five Hundred Dollars (U.S. \$87,500.00). Client shall make payments to DDES according to the following schedule:

Date	Time Period	Amount
03-15-23	2022 Q4 - October 1, 2022 to December 31, 2022	\$ 17,500.00
04-15-23	2023 Q1 – January 1, 2023 to March 31, 2023	17,500.00
07-15-23	2023 Q2 – April 1, 2023 to June 30, 2023	17,500.00
10-15-23	2023 Q3 – July 1, 2023 to September 30, 2023	17,500.00

01-15-24	2023 Q4 – October 1, 2023 to December 31, 2023	17,500.00
Total		\$ 87,500.00

B. The Agreement for Professional Services between the Parties dated June 13, 2022 *nunc pro tunc* April 1, 2022 is incorporated herein by this reference, and is hereby ratified and shall remain in full force and effect, except as modified by this Amendment.

IN WITNESS WHEREOF, the Parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, COLORADO
A COLORADO MUNICIPAL CORPORATION

By _____
Mayor

Attest: _____
City Clerk

TATIANA BAILEY. Ph.D., an individual
d/b/a PEAK ANALYTICS CONSULTING

(Signature)

Tatiana Bailey, Ph.D.

CENTER FOR TECHNOLOGY, RESEARCH AND
COMMERCIALIZATION D/B/A DATA-DRIVEN
ECONOMIC STRATEGIES
A COLORADO NONPROFIT CORPORATION

(Signature)

(Title)



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor

SUBJECT: AN ORDINANCE AMENDING SECTION 7-3-6 OF ARTICLE I OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO ILLEGAL DUMPING AND PROVIDING FOR A MANDATORY FINE OF ONE THOUSAND DOLLARS (\$1,000) FOR VIOLATIONS THEREOF

SUMMARY:

Attached for consideration is an Ordinance amending Section 7-3-6 of the Pueblo Municipal Code to provide for a mandatory fine of One Thousand Dollars (\$1,000) upon conviction for illegal dumping.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

The illegal dumping of rubbish, trash, litter, and garbage is potentially hazardous to the health and welfare of the public. Illegal dumping also creates a blight upon the affected property and is contrary to the efforts of the City of Pueblo to provide a safer, cleaner environment.

Section 7-3-6(a) of the Pueblo Municipal Code currently requires that all rubbish, trash, litter, and garbage be disposed of by delivery to a properly designated solid waste disposal facility or a qualified recycling facility. Currently, if a person fails to comply with this statute, it is deemed a Class 1 municipal offense, which is punishable by a fine of up to One Thousand Dollars (\$1,000). The attached Ordinance mandates a One Thousand Dollar (\$1,000) fine as part of any sentence imposed.

FINANCIAL IMPLICATIONS:

The financial implications of this Ordinance are currently unknown.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not Applicable to this Ordinance.

ALTERNATIVES:

The City Council could decide not to impose a mandatory \$1,000 fine for illegal dumping.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTION 7-3-6 OF ARTICLE I OF CHAPTER 3 OF TITLE VII OF THE PUEBLO MUNICIPAL CODE RELATING TO ILLEGAL DUMPING AND PROVIDING FOR A MANDATORY FINE OF ONE THOUSAND DOLLARS (\$1,000) FOR VIOLATIONS THEREOF

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

SECTION 1.

Section 7-3-6 of Article 1 of Chapter 3 of Title VII of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 7-3-6 – Disposal at designated facilities.

- a. All rubbish, trash, litter and garbage shall be disposed of only by delivery to duly designated solid waste disposal facilities or qualified recycling facilities. It shall be unlawful and a Class 1 municipal offense for any person to dump, deliver or dispose of rubbish, trash, litter and garbage anywhere within the City except at a duly designated solid waste disposal facility or qualified recycling facilities. If any rubbish, trash, litter or garbage is disposed of other than in compliance with this Chapter, and the ownership of the rubbish, trash, litter or garbage can be ascertained from the contents thereof, the owner so ascertained may be prosecuted for such unlawful dumping, delivery or disposal of the rubbish, trash, litter or garbage. **Upon conviction for a violation of this subsection, the Court shall impose a mandatory fine of One Thousand Dollars (\$1,000.00), notwithstanding or in limitation of any other penalty which may be imposed.**
- b. Containers which are provided in any public place or facility for the disposal of litter are provided only for the purpose of disposal of litter and trash produced or generated upon or within said public place or facility or by activities lawfully conducted therein. It shall be unlawful and a Class 2 municipal offense for any person to deposit or dispose of litter which is produced or generated off the site of any public place or facility in any containers provided in any public place or facility for the disposal of litter.
- c. It shall be unlawful and a Class 2 municipal offense for any person to dispose of litter in any container maintained by another person for disposal of litter unless the person has been granted permission to so use said container or unless the person is a business invitee of the person maintaining the container and is disposing of litter generated on the premises where the container is located.

SECTION 2.

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

SECTION 3.

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: February 13, 2023

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 AMENDING SECTIONS 12-6-4 AND 12-6-5 OF CHAPTER 6 OF TITLE XII OF THE PUEBLO MUNICIPAL CODE RELATING TO EXCAVATION PERMITS AND CONDITIONS AND LIMITATIONS APPLICABLE THERETO

SUMMARY:

Attached for consideration is a text amendment that will amend Title XII of the Pueblo Municipal Code regarding excavation permits.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

The purpose of this amendment is to codify the time required to repair utility locate borings, and will provide direction for how the utility locate borings are to be repaired. This amendment also provides requirements for acquiring excavation permits. This guidance will require excavation permits to be acquired per address, per block, or as deemed appropriate by the Director of the Public Works Department, or designee.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

If City Council does not approve this Ordinance, Title XII of the Pueblo Municipal Code

will not be amended and the timeline of repairs will lead to increased damage to the City of Pueblo Right-of-Way Infrastructure.

RECOMMENDATION:

Approve the proposed Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 12-6-4 AND 12-6-5 OF
CHAPTER 6 OF TITLE XII OF THE PUEBLO MUNICIPAL CODE
RELATING TO EXCAVATION PERMITS AND CONDITIONS AND
LIMITATIONS APPLICABLE THERETO

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

Section 12-6-4 of the Pueblo Municipal Code is amended to read as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 12-6-4. Conditions.

- (a) All permits shall be issued according to the provisions of this Chapter and subject to such rules, directions and limitations regarding the time to be required for the work and the manner in which the work is to be performed as the Director of Public Works may by specifications prescribe.
- (b) Such permits shall be conditioned that all work performed thereunder shall be in accordance with the specifications of the City Council or Director of Public Works, which shall provide for the proper care and protection of the streets, alleys, sidewalks and other public places of the City and persons and property thereupon.
- (c) Permit conditions for grading and excavation when such work, including all related work on the project for which the permit is requested, meets the definition of applicable construction activity or applicable development sites, as set forth in Chapter 12 of Title XVI of this Code, shall be conditioned in accordance with the specifications of the City Council or Director of Public Works, which shall provide for proper care to protect the quality of stormwater runoff.
- (d) Such permits shall be conditioned that all work done thereunder shall be only such work as is allowed by the City of Pueblo and specified in the Ordinance, Resolution, or contract of the City Council or the application submitted under Section 12-6-2 hereof.
- (e) No permit issued under the provisions hereof shall be for more than one (1) excavation project. **An excavation project shall be limited to a particular street address or, if applicable, a single city block.**
- (f) An excavation permit shall not be required for construction, reconstruction or repair of sidewalks, curbs, gutters or driveways or the installation of utility poles and anchors if such work is done in accordance with the terms of this Chapter relating thereto; provided, however, that no excavation for utility pole or anchor shall be left uncovered except during the actual excavating and pole installation; and provided further that installation of utility poles and anchors shall be completed on the same day the excavation therefor is begun.
- (g) Applicants shall pay a fifty-dollar permit fee to excavate within the public right-of-way

outside of paved streets or alleys. Entities exempt from paying the pavement impact fee pursuant to Subsection 12-6-4.1(f) shall pay the fifty-dollar permit fee to excavate within any street, alley or public right-of-way. The fees provided for in this Subsection may be modified or amended by resolution of the City Council.

SECTION 2.

Section 12-6-5 of the Pueblo Municipal Code is amended to read as follows (brackets indicate matter being deleted, underscoring indicates new matter being added):

Sec. 12-6-5. Obstructing streets; limitations.

- (a) It shall be unlawful, without having first obtained written permission of the Director of Public Works and the Director of Transportation, to block more than that portion of the street running from the centerline to either street edge except where the excavation is, by necessity, to be in the street center, in which case one (1) lane of moving traffic shall be maintained.
- (b) It shall be unlawful to block more than one (1) lane of traffic in each direction within an intersection without having first obtained the written permission of the Director of Public Works and the Director of Transportation.
- (c) It shall be unlawful to block a driveway overnight. A permittee shall give notice to the occupant of a residence prior to blocking any driveway in a residential area.
- (d) Except as may be otherwise provided in Subsection (e) hereof, any person who causes to make or who makes a street or alley cut, opening or excavation shall backfill the same and replace cut or removed pavement immediately after completion of the work for which the cut, opening or excavation was made and before leaving the site of a street or alley cut, opening or excavation.
- (e) No longitudinal street or alley excavation shall be extended into the next succeeding street intersection or block until the excavation has been backfilled and all pavement removed in an intersection or in front of a driveway or entrance onto said street or alley shall be replaced. Notwithstanding the foregoing, all pavement removed from any longitudinal street or alley excavation shall be replaced within two (2) weeks after the excavation has been backfilled; **provided, however, utility locate borings shall be repaired and replaced within seven (7) days after the date of the boring.**
- (f) All backfilling and pavement replacement shall be done in accordance and in compliance with specifications relating to street and alley excavations adopted by resolution of the City Council.

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 immediately 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 Ordinance

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FIFTY THOUSAND DOLLARS (\$50,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with the Sangre De Cristo Arts and Conference Center (hereinafter "Subrecipient" or "Arts Center") to enroll low-income students in its School of Dance (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$50,000 will be paid out of Project No. CI2113, the American Rescue Plan Act.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

Over the course of the public health emergency, the Subrecipient's School of Dance saw many children limit their involvement in dance or withdraw altogether from the dance program. The incidence of withdrawal was much higher among the families who were more at risk or had fewer financial resources. The Arts Center is also aware that

there are many students in the community who may wish to study dance but do not have the financial means, or do not know they have access to training at the School of Dance.

Many studies have shown that children from lower socioeconomic backgrounds who have arts as part of their education fared better than their counterparts who have no access to arts education. The students with arts in their lives perform better academically, have better social skills, and better mental health. Additionally, these students are more likely to pursue higher education and careers with higher salaries.

Subrecipient's School of Dance saw many of its at-risk students fare worse than their more privileged counterparts during the pandemic. During the time that the Arts Center was unable to teach in person, it offered Zoom classes to help its students continue to connect with each other and with the art form that they love, but many families reported that they could not continue classes in this way due to lack of technology and/or space at home to dance. Even after Subrecipient returned to in-person classes, many students cut back on their participation or dropped out completely for lack of transportation or because their families had fewer resources and less extended family support than was needed to keep the children involved in dance.

Some of Subrecipient's former students have returned to the School of Dance, but it is believed there is a large population of children who have never had the opportunity to dance and who would benefit from it greatly. Low-income students may never have attempted to join a dance program because they did not believe they could afford it, or they did not think they would "fit in."

Arts education has been shown to bolster academic achievement, social engagement and mental well-being in students of low socioeconomic status with access to arts education, as compared to the same socioeconomic status without access to the arts. (National Endowment for the Arts, 2012) The Pueblo non-profit "One Community" Strategic Prevention Framework evaluation team ranked expanded after-school programming in the top five strategies to improve child wellbeing both in terms of importance and "winnability". (SPF-PFS Pueblo Evaluation Team, 2016). Subrecipient intends to use ARPA funds to positively engage elementary school children from economically distressed neighborhoods to provide much needed free extracurricular activities. This is one way the Arts Center School of Dance can help meet the needs of communities of color who were disproportionately impacted by the COVID-19 pandemic.

The Arts Center School of Dance is requesting \$50,000 to fund an outreach and enrollment strategy to introduce 8–10-year-old economically disadvantaged children to dance. Subrecipient's five-phase outreach program consists of visits to schools and community centers, exploratory classes and performances, and an eight-week introductory class series that would include the opportunity to participate in the Nutcracker and subsequently a path to sustained study in the School of Dance.

FINANCIAL IMPLICATIONS:

The Arts Center will receive \$50,000 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support the Arts Center's School of Dance program for low-income students.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ARPA - Subrecipient Agreement between City and Sangre de Cristo Arts Center

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE SANGRE DE CRISTO ARTS AND CONFERENCE CENTER, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FIFTY THOUSAND DOLLARS (\$50,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

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

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

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

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

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

SECTION 1.

The Subrecipient Agreement ("Agreement") dated February 27, 2023, between the City of Pueblo, a Colorado municipal corporation and the Sangre De Cristo Arts and Conference Center, Inc., a Colorado nonprofit corporation ("Arts Center"), a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$50,000 are hereby authorized to be paid to the Arts Center from Project No. CI2113 – American Rescue Plan Act, for purposes of enrolling low-income students in its School of Dance.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 27th day of February, 2023 (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Sangre De Cristo Arts and Conference Center, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "Arts Center." City and Subrecipient/Arts Center are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

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

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

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

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026); and

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

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

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

WHEREAS, Subrecipient has requested that the City use CLRF Funds to enroll low-income students in its School of Dance (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

- (a) Over the course of the public health emergency, the Subrecipient's School of Dance saw many children limit their involvement in dance or withdraw altogether from the dance program. The incidence of withdrawal was much higher among the families who were more at risk or had fewer financial resources. The Arts Center is also aware that there are many students in the community who may wish to study dance but do not have the financial means, or do not know they have access to training at the School of Dance.
- (b) Many studies have shown that children from lower socioeconomic backgrounds who have arts as part of their education fared better than their counterparts who have no access to arts education. The students with arts in their lives perform better academically, have better social skills, and better mental health. Additionally, these students are more likely to pursue higher education and careers with higher salaries.
- (c) Subrecipient's School of Dance saw many of its at-risk students fare worse than their more privileged counterparts during the pandemic. During the time that the Arts Center was unable to teach in person, it offered Zoom classes to help its students continue to connect with each other and with the art form that they love, but many families reported that they could not continue classes in this way due to lack of technology and/or space at home to dance. Even after Subrecipient returned to in-person classes, many students cut back on their participation or dropped out completely for lack of transportation or because their families had fewer resources and less extended family support than was needed to keep the children involved in dance.
- (d) Some of Subrecipient's former students have returned to the School of Dance, but it is believed there is a large population of children who have never had the opportunity to dance and who would benefit from it greatly. Low-income students may never have attempted to join a dance program because they did not believe they could afford it, or they did not think they would "fit in."
- (e) Arts education has been shown to bolster academic achievement, social engagement and mental well-being in students of low socioeconomic status with access to arts education, as compared to the same socioeconomic status without access to the arts. (*National Endowment for the Arts, 2012*) The Pueblo non-profit "One Community" Strategic Prevention Framework evaluation team ranked expanded after-school programming in the top five strategies to improve child well-being both in terms of importance and "winnability". (*SPF-PFS Pueblo Evaluation Team, 2016*). Subrecipient intends to use ARPA funds to positively engage elementary school children from economically distressed neighborhoods to provide much needed free extracurricular activities. This is one way the Arts Center School of Dance can help meet the needs of communities of color who were disproportionately impacted by the COVID-19 pandemic.

- (f) The Arts Center School of Dance is requesting \$50,000 to fund an outreach and enrollment strategy to introduce 8–10-year-old economically disadvantaged children to dance. Subrecipient’s five-phase outreach program consists of visits to schools and community centers, exploratory classes and performances, and an eight-week introductory class series that would include the opportunity to participate in the Nutcracker and subsequently a path to sustained study in the School of Dance.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:
 - 1. Federal SAM Unique Entity ID;
 - 2. City Sales Tax License;
 - 3. State Sales Tax License;
 - 4. IRS designation as a 501(c)(3) nonprofit entity; and
 - 5. Certificate of Good Standing from the Office of the Secretary of State.
- (b) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (c) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient’s part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit “C” hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.
- (d) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- (e) The Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (f) This certification is a material representation of fact relied upon by City. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

- (g) The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C during the term of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the Mayor shall be deemed the City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

- (a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- (b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- (c) The aggregate of all payments made hereunder shall not exceed Fifty Thousand Dollars (U.S. \$50,000.00). City shall make payments to Subrecipient according to the following schedule:

Date	Description	Amount
03-15-23	Initial payment	\$ 12,500.00
07-15-23	Second payment (contingent on receipt of quarterly report covering 02/27/23 to 06/30/23)	12,500.00
10-15-23	Third payment (contingent on receipt of quarterly report for the preceding quarter)	12,500.00

01-15-24	Final payment (contingent on receipt of quarterly report for the preceding quarter)	12,500.00
Total		\$ 50,000.00

- (d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:
- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
 - A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.
- (e) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

- (a) The term of the Project shall be from Effective Date set forth above to December 31, 2025 unless sooner terminated as herein provided.
- (b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2025 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.
- (b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.
- (c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies,

reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent Agreement or, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY AND INSURANCE

- (a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.
- (b) During the term of the Project, Subrecipient shall maintain Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

- (a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- (b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount

of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing Agreement ed services for the City under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

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

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

19. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

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

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

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

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

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

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

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

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

CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

SANGRE DE CRISTO ARTS AND CONFERENCE CENTER, INC.
A COLORADO NONPROFIT CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT A SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

Project Description

1. Goals: To give more of Pueblo's youth the gift of dance in their life.

Objective: To introduce dance to children in underserved populations in Pueblo through outreach, and to offer a specific path to integration into the dance program through a special introductory class.

2. Methods:

The Project is to be implemented as follows:

Phase 1 - Spring 2023

Four dancers from Evolve Dance Project, the Arts Center's emerging professional contemporary dance company, will tour local schools and community centers with an interactive program for young students. The program will consist of a short performance followed by improvisational exercises, a warmup routine, and a choreography exercise for the students. The improvisation and choreography exercises will be based on student input. During the summer, students from community centers will be invited to a performance and backstage tour at Sangre de Cristo Arts Center.

Phase 2 - Fall 2023

Subrecipient will offer Introduction to Ballet for up to 30 students from the community

on scholarship. These students will also be invited to participate in The Nutcracker Ballet and will rehearse after their weekly class. These classes will be taught by Mr. Lawrence Atencio, who conducted his own ballet program for youth from Pueblo's East Side.

Phase 3- Spring 2024

Fall 2023 students will be invited to continue their studies in Ballet 1 on scholarship and will participate in a spring recital. Evolve Dance project dancers will resume school and community center outreach programming with refinements from the Spring 2023 tour experience and outcomes-based evaluations received from participants.

Phase 4 - Fall 2024

A new class of students will be invited to the Introduction to Ballet class and Nutcracker. Some previous year's participants will perform for the new class of participants and be available to answer questions.

Phase 5 - Spring 2025

Ongoing studies for the Fall 2024 students. An audition process and scholarship fund will be established for ongoing programming beyond the Spring of 2025. Arts Center individual donors have been funding scholarship opportunities for students for many years.

3. Full Tuition Scholarships:

Students residing in households which qualify for assistance under the following programs shall participate in the Subrecipient's School of Dance programs at no cost to the students or their families:

- Temporary Assistance for Needy Families (42 U.S.C. 601 *et seq.*)
- Supplemental Nutrition Assistance Program (7 U.S.C. 2011 *et seq.*)
- Free and Reduced School Lunch and/or Breakfast programs (42 U.S.C. 1751 *et seq.* and 42 U.S.C. 1773)
- Medicare Part D Low-Income Subsidies (42 U.S.C. 1395 w – 114)
- Supplemental Security Income (42 U.S.C. 1381 *et seq.*)
- Head Start (42 U.S.C. 9831 *et seq.*)
- Early Head Start (42 U.S.C. 9831 *et seq.*)
- Special Supplemental Nutrition Program for Women, Infants and Children (42 U.S.C. 1786)
- Section 8 Vouchers (42 U.S.C. 1437 f)
- Low-Income Home Energy Assistance Program (42 U.S.C. 8621 *et seq.*)
- Pell Grants (20 U.S.C. 1070 a)

C. Budget \$50,000.00

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third party Agreement contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the Agreement date of the agreement between the City and the Subrecipient.

5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with all applicable municipal, state and federal statutes and regulations, including but not limited to the following:

Municipal and State

(1) The Charter, Municipal Code and the Rules and Regulations of the City of Pueblo, including but not limited to, the legal obligation to obtain all required licenses and permits from the City of Pueblo.

(2) The Constitution, Colorado Revised Statutes and the Rules and Regulations of the State of Colorado, including, but not limited to, the legal obligation to obtain all required licenses and permits from the State of Colorado.

Federal

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this Agreement document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

(a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement , the making of any federal grant, the making of any federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

(25) The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(26) The Subrecipient and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

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

EXHIBIT D

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of this Agreement for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No ____.
- b) If you answered “yes” to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes ____, No ____.

If you answered “yes” please state which of the above entities best describes your business:

- c) If you answered “yes” to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered “yes” to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent Agreement or of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future Agreement or other arrangement for services between you and the City of Pueblo.

Signed _____, 20____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an “affiliated party” includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse’s parents, stepparents, stepchildren, stepsiblings, and spouse’s siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree’s regular salary or compensation.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE BOYS AND GIRLS CLUB OF PUEBLO COUNTY, A COLORADO NONPROFIT CORPORATION, IN THE AMOUNT OF \$1,600 TO SPONSOR A V.I.P. TABLE FOR THE ANNUAL CHAMPIONS OF YOUTH DINNER ON THURSDAY, MARCH 9 AT 5:30 PM IN THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for sponsorship for the Champions of Youth Dinner.

PREVIOUS COUNCIL ACTION:

City Council purchased a table in 2021 for \$1,200 and in 2022 for \$1,350.

BACKGROUND:

City Council Member Sarah Martinez is requesting \$1,600 from the City Council Contingencies account to sponsor a table at the Champions of Youth Dinner on March 9, 2023 at 5:30 pm.

Since 1972, Boys & Girls Clubs of Pueblo County's proven youth development strategy has been the solution for children and teens in need. The Club's afterschool and summer programs fulfill an unquestionable need: keeping local youth productively occupied, out of trouble, and in a positive learning environment.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,600 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to the Boys and Girls Club of Pueblo County.

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 Sarah Martinez.

ATTACHMENTS:

1. Boys Girls Club Dinner Sponsor Sheet
2. 2023 Contingencies (Council) BGC CYD

RESOLUTION NO. 15146

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE BOYS AND GIRLS CLUB OF PUEBLO COUNTY, A COLORADO NONPROFIT CORPORATION, IN THE AMOUNT OF \$1,600 TO SPONSOR A V.I.P. TABLE FOR THE ANNUAL CHAMPIONS OF YOUTH DINNER ON THURSDAY, MARCH 9 AT 5:30 PM IN THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,600 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to the Boys and Girls Club of Pueblo County for sponsorship of a V.I.P. table for the Champions of Youth Dinner on Thursday, March 9, 2023.

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 February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

[illegible]



Champions of Youth

Dinner & Awards Ceremony

Pueblo Convention Center
Thursday, March 9th, 5:30 p.m.

RSVP or Sponsorships
online at bgcpkids.org/cyd
by phone 719-564-0055 ext. 107

Club Kid Underwriter \$2,500

Sponsors tickets for Club Kids who will be honored at the event, plus one guardian per child
2 tickets to event and reception
Corporate digital media at event
Mention in social media and press release
Verbal recognition at event and logo in event video presentation

V.I.P. Table \$1,600 (limited to 6)

10 Tickets to event and reception (one table of 10)
Prominent seating and exclusive table gift
Corporate table signage

Silver Sponsor \$1,500

6 Tickets to event and reception
Mention in social media and press release
Verbal recognition at event and logo in event video presentation

Bronze Sponsor \$1,000

2 Tickets to event and reception
Name recognition in event video presentation

Reserved Table of 10 \$1,400

10 Tickets to event and reception (one table of 10)
Name recognition in event video presentation

Individual Ticket \$150

A portion of your ticket or sponsorship purchase qualifies for the 50% Colorado Childcare
Contribution Tax Credit. Contact your financial consultant for details.



Scan here to RSVP and
complete your
sponsorship online





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Sarah Martinez, Councilor

SUBJECT: A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE PUEBLO POLICE DEPARTMENT IN THE AMOUNT OF \$650 TO SPONSOR A TABLE FOR THE ANNUAL AWARDS CEREMONY ON FRIDAY, JUNE 9 AT 5:30 PM IN THE PUEBLO CONVENTION CENTER

SUMMARY:

Attached for consideration is a request for sponsorship for the Pueblo Police Department Awards Dinner.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

City Council Member Sarah Martinez is requesting \$650 from the City Council Contingencies account to sponsor a table at the Awards Dinner on Friday, June 9 at 5:30 pm in the Pueblo Convention Center.

The Mission of the Pueblo Police Department is to enhance the quality of life in the City of Pueblo by working cooperatively with our community and within the framework of the United States Constitution, to solve crime problems and to enforce the laws, preserve the peace, reduce fear and provide for a safe environment.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$650 would be transferred from the Council Contingencies Account in the 2023 General Fund Budget to the Pueblo Police Department.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this request.

RECOMMENDATION:

This Resolution is at the request of City Council Member Sarah Martinez.

ATTACHMENTS:

1. Pueblo Police Awards Save the Date
2. 2023 Contingencies (Council) PPD Awards Dinner

RESOLUTION NO. 15147

A RESOLUTION AUTHORIZING TRANSFER OF FUNDS FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE PUEBLO POLICE DEPARTMENT IN THE AMOUNT OF \$650 TO SPONSOR A TABLE FOR THE ANNUAL AWARDS CEREMONY ON FRIDAY, JUNE 9 AT 5:30 PM IN THE PUEBLO CONVENTION CENTER

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$650 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be transferred to the Pueblo Police Department for sponsorship of a table for the annual Awards Dinner on Friday, June 9 at 5:30 pm in the Pueblo Convention Center.

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 February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK

[illegible]

*Save the
Date*

2023

*PUEBLO POLICE DEPARTMENT
ANNUAL AWARDS CEREMONY*

9 | 5:30
JUNE | PM

Pueblo Convention Center
320 Central Main Street

RSVP to Micaela
pueblopolicedept@gmail.com
719-553-2512



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: January 23, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND UNITED WAY OF PUEBLO COUNTY, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$975,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with the United Way of Pueblo County, Inc. a Colorado nonprofit corporation ("United Way") for training programs, technology, office space and other resources for local nonprofits at its nonprofit Leadership, Empowerment and Development ("LEAD") Center (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$975,000 will be paid out of Project No. CI2113, the American Rescue Plan Act. The use of said funds shall be limited to expenditures to offset the costs for the construction, acquisition, site development, engineering and architectural work for a new or rehabilitated building from which United Way shall provide expanded services.

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

A LEAD Center is necessary to meet the post-pandemic needs of local nonprofits. United Way recently conducted a survey of 19 partnering nonprofits and found that

42.1% of respondents saw a "significantly increased" community demand for their services. Respondents simultaneously reported their own struggles with increased expenses, staff burnout and budget reductions. About 63.2% of survey respondents felt their organization was the same to significantly worse compared to before the pandemic. Over 68% of survey respondents said "collaboration and service alignment" with other nonprofits would benefit their organizations. Survey respondents also requested increased opportunities for public outreach, training and grant writing services. United Way would provide these benefits through establishment of a LEAD center.

To be effective, the location of the LEAD Center must be centrally located, handicap accessible and near a bus transit route. United Way estimates that approximately 10,000 square feet of office space and conference room space would be necessary for future use by local nonprofits. United Way also proposes to relocate its operations into the LEAD Center.

United Way's proposed LEAD Center would be patterned after United Way of Larimer County's Shared Services Program, which offers human resources, grant writing, graphic design, communication and other "back-office services" to Larimer County nonprofits.

This ARPA grant award is also modeled after the State of Iowa's "vertical infrastructure" program which provided up to \$3 million in ARPA funds, to nonprofits to offset the costs for the construction, acquisition, site development, engineering and architectural work for new and rehabilitated buildings from which nonprofit organizations would provide expanded services.

The LEAD Center must be located in a Qualified Census Tract ("QCT") of the City of Pueblo.

31 CFR 35.6 provides that capital expenditures has the same meaning given in 2 CFR 200.1. Under 31 CFR 35.3, capital assets means:

(1) Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- i. Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and
- ii. Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

31 CFR 35.6(b)(3)(ii)(C) authorizes grants to nonprofits for construction and land acquisition purposes. 31 C.F.R. Part 35 implements section 9901 of ARPA and its amendments to the Social Security Act. Per 31 C.F.R. § 35.6(b)(3)(ii)(C), a recipient may use funds to respond to the public health emergency for certain enumerated

eligible uses, including “Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance” (emphasis added). The definition of capital expenditures includes construction and improvements and land acquisition.

During the term of the attached Subrecipient Agreement, United Way shall be required to provide the following programming and achieve the following outcomes:

LEAD Center Programming

- Nonprofit Collaboration/Innovation Hub
- Technology/Resources
- Nonprofit LEAD Training Program
- Shared Resources
- Training Center for United Way’s Community Impact Fellowship
- Office Space (below market rates)
- Regional Nonprofit Training Center

LEAD Center Outcomes

- Increase efficiencies and improve service delivery
- Leverage resources to address root causes of inequity
- Support community-wide solutions that result in systems change
- Economic impact, both directly and indirectly, through resources reinvested back into the Pueblo community and significant cost savings

FINANCIAL IMPLICATIONS:

United Way will receive \$975,000 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support United Way’s LEAD initiative.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ARPA - Subrecipient Agreement between City and United Way (updated) (1)

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND UNITED WAY OF PUEBLO COUNTY, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF NINE HUNDRED SEVENTY-FIVE THOUSAND DOLLARS (\$975,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

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

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

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

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

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

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

SECTION 1.

The Subrecipient Agreement ("Agreement") dated February 13, 2023, between the City of Pueblo, a Colorado municipal corporation and United Way of Pueblo County, Colorado, Inc., a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$975,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of providing financial support to United Way's Leadership, Empowerment and Development ("LEAD") Center.

SECTION 4.

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

described herein.

SECTION 5.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 23, 2023.

Final adoption of Ordinance by City Council on February 13, 2023.

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

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 13th day of February, 2023 (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and United Way of Pueblo County, Colorado, Inc., a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "United Way." City and Subrecipient/County are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

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

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

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

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026); and

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

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

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

WHEREAS, Subrecipient has requested that the City use CLRF Funds to offer training programs, technology, office space and other resources for local nonprofits at its nonprofit Leadership, Empowerment and Development (LEAD) Center (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

- (a) A LEAD Center is necessary to meet the post-pandemic needs of local nonprofits. Through continuous interactions and partnerships within the nonprofit community, it has been shared that additional support would be beneficial in aiding the ability of nonprofits to accomplish their missions and best meet the needs of clients. This is especially true in attempting to rebuild due to the effects of the COVID-19 pandemic on funding and need levels. In addition to anecdotal information, United Way recently conducted a survey of 19 partnering nonprofits and found that 42.1% of respondents saw a "significantly increased" community demand for their services. Respondents simultaneously reported their own struggles with increased expenses, staff burnout and budget reductions. About 63.2% of survey respondents felt their organization was the same to significantly worse compared to before the pandemic. Over 68% of survey respondents said "collaboration and service alignment" with other nonprofits would benefit their organizations. Survey respondents also requested increased opportunities for public outreach, training and grant writing services. United Way would provide these benefits through construction of a LEAD center. Survey participation remains open, and feedback is being collected on an ongoing basis. The Nonprofit LEAD Center would serve as a key resource for nonprofits, the people who work and volunteer with them. It would allow for shared meeting and office space, resources, and encourage the ability to work in partnership. Much more can be accomplished as a nonprofit community by working together than by working in silos. NPOs play a fundamental role in creating equitable and thriving communities, and by coming together it is possible to ensure all have the resources we need to be successful.
- (b) To be effective, the location of the LEAD Center must be centrally located, handicap accessible and near a bus transit route. Subrecipient estimates that approximately 10,000 square feet of office space and conference room space would be necessary for future use by local nonprofits. United Way also proposes to relocate its operations into the LEAD Center.
- (c) United Way's proposed LEAD Center would be patterned after United Way of Larimer County's Shared Services Program, which offers human resources, grant writing, graphic design, communication and other "back-office services" to Larimer County nonprofits.

- (d) This ARPA grant award is also modeled after the State of Iowa's "vertical infrastructure" program which provided up to \$3 million in ARPA funds, to nonprofits to offset the costs for the construction, acquisition, site development, engineering and architectural work for new and rehabilitated buildings from which nonprofit organizations would provide expanded services.
- (e) The LEAD Center must be located in a Qualified Census Tract ("QCT") of the City of Pueblo.
- (f) 31 CFR 35.6 provides that capital expenditures has the same meaning given in 2 CFR 200.1. Under 31 CFR 35.3, capital assets means:
- (1) Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:
 - (i) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and
 - (ii) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).
- (g) 31 CFR 35.6(b)(3)(ii)(C) authorizes grants to nonprofits for construction and land acquisition purposes. 31 C.F.R. Part 35 implements section 9901 of ARPA and its amendments to the Social Security Act. Per 31 C.F.R. § 35.6(b)(3)(ii)(C), a recipient may use funds to respond to the public health emergency for certain enumerated eligible uses, including "Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance," (emphasis added). The definition of capital expenditures includes construction and improvements and land acquisition.
- (h) During the term of this Subrecipient Agreement, United Way shall be required to provide the following programming and achieve the following outcomes:

LEAD Center Programming

- Nonprofit Collaboration/Innovation Hub
- Technology/Resources

- Nonprofit LEAD Training Program
- Shared Resources
- Training Center for United Way's Community Impact Fellowship
- Office Space (below market rates)
- Regional Nonprofit Training Center

LEAD Center Outcomes

- Increase efficiencies and improve service delivery
- Leverage resources to address root causes of inequity
- Support community-wide solutions that result in systems change
- Economic impact, both directly and indirectly, through resources reinvested back into the Pueblo community and significant cost savings

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:
 1. Federal SAM Unique Entity ID;
 2. IRS designation as a 501(c)(3) nonprofit entity;
 3. Certificate of Good Standing from the Office of the Secretary of State;
 4. Documentation, in the form of grant awards or letters of commitment of grant awards, evidencing that Subrecipient has sufficient financial resources, in addition to this ARPA grant, to complete the Project.
- (b) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (c) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.
- (d) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).

- (e) The Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (f) This certification is a material representation of fact relied upon by City. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (g) The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C during the term of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

- (a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- (b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- (c) The aggregate of all payments made hereunder shall not exceed Nine Hundred Seventy-Five Thousand Dollars (U.S. \$975,000.00). City shall make said funds

available to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient. The use of said funds shall be limited to expenditures to offset the costs for the construction, acquisition, site development, engineering and architectural work for a new or rehabilitated building from which the Subrecipient shall provide expanded services, as set forth in this Subrecipient Agreement. If United Way uses ARPA funds to purchase real property for its LEAD Center, prior to disbursement of such funds, United Way shall provide the City with (i) a copy of a Real Property Appraisal Report issued by a Certified General Appraiser licensed by the Board of Real Estate Appraisers, Division of Real Estate, Department of Regulatory Agencies of the State of Colorado; and (ii) a copy of the Contract to Buy and Sell Real Estate in which the purchase price does not exceed the amount of the appraisal report.

- (d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:
 - A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
 - A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.
- (e) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

- (a) The term of the Project shall be from Effective Date set forth above to December 31, 2026 unless sooner terminated as herein provided.
- (b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2026 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

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

Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.

- (b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.
- (c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder, either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent Agreement or, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY AND INSURANCE

- (a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.
- (b) During the term of the Project, Subrecipient shall maintain Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

- (a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- (b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing Agreement ed services for the City under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

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

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

19. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County,

Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

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

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

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

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

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

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

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

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

EXHIBIT A SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

SUBRECIPIENT'S SCOPE OF SERVICES

B Principal Tasks

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

Establish a LEAD Center

Offer training programs, technology, office space and other resources for local nonprofits at Subrecipient's nonprofit Leadership, Empowerment and Development (LEAD) Center.

LEAD Center Programming

- Nonprofit Collaboration/Innovation Hub
- Technology/Resources
- Nonprofit LEAD Training Program
- Shared Resources
- Training Center for United Way's Community Impact Fellowship
- Office Space (below market rates)
- Regional Nonprofit Training Center

Subrecipient's performance under this Subrecipient Agreement shall be assessed by the following criteria:

LEAD Center Outcomes

- Increase efficiencies and improve service delivery
- Leverage resources to address root causes of inequity
- Support community-wide solutions that result in systems change

- Economic impact, both directly and indirectly, through resources reinvested back into the Pueblo community and significant cost savings

C. Budget \$975,000.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third party Agreement contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the Agreement date of the agreement between the City and the Subrecipient.

5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with all applicable municipal, state and federal statutes and regulations, including but not limited to the following:

Municipal and State

(1) The Charter, Municipal Code and the Rules and Regulations of the City of Pueblo, including but not limited to, the legal obligation to obtain all required licenses and permits from the City of Pueblo.

(2) The Constitution, Colorado Revised Statutes and the Rules and Regulations of the State of Colorado, including, but not limited to, the legal obligation to obtain all required licenses and permits from the State of Colorado.

Federal

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this Agreement document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

- (a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement , the making of any federal grant, the making of any federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

(25) The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(26) The Subrecipient and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

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

EXHIBIT D

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of this Agreement for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes __, No __.
- b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes __, No __.
- If you answered "yes" please state which of the above entities best describes your business:
- c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent Agreement or of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future Agreement or other arrangement for services between you and the City of Pueblo.

Signed _____, 20____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 23, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Steven Meier, Director of Parks and Recreation

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE BETTER LED SPACES GRANT, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING PROJECT NUMBER CI2314, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$744,000 TO PROJECT NUMBER CI2314

SUMMARY:

This Ordinance approves and accepts the Better LED Spaces Grant awarded by the State of Colorado Department of Public Safety, Division of Criminal Justice which would improve public safety by bettering park lighting with upgrades and additions of LED lighting fixtures in City Park, Mitchell Park, and Ray Aguilera Park, which were determined to be three of the City's parks with the highest-crime incidents.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

In August 2022, the City submitted a grant seeking funding from the State of Colorado Department of Public Safety, Division of Criminal Justice relating to their Crime Prevention through Safer Streets Grant Program, which aims to make Colorado one of the safest states in the nation.

The Parks and Recreation Department collaborated with the Pueblo Police Department to identify parks that exhibit high crime statistics that would benefit from additional and upgraded LED lighting. Extensive data that supported where lighting can deter crime in our parks system was provided which determined that City Park, Mitchell Park, and Ray Aguilera Park would benefit the greatest from the additional LED park lighting. In mid-November, we received an email notifying us that we received a grant in the amount of \$744,000 to improve the lighting in these parks.

FINANCIAL IMPLICATIONS:

The Capital improvement fund will initially pay the expenses of the lighting, and will be reimbursed by the State of Colorado per the terms of the grant agreement, up to \$744,000.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance

ALTERNATIVES:

Should Council choose not to approve this grant agreement, the additional and upgraded LED lighting will not be installed and other funding sources must be found to cover the costs of improving the park lighting to deter crime in those neighborhoods.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 2022 Crime Prevention through Safer Streets grant agreement_01.23.23

ORDINANCE NO. 10376

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT FOR THE CITY OF PUEBLO FROM THE STATE OF COLORADO DEPARTMENT OF PUBLIC SAFETY, DIVISION OF CRIMINAL JUSTICE FOR THE BETTER LED SPACES GRANT, AUTHORIZING THE MAYOR TO EXECUTE SAME, ESTABLISHING PROJECT NUMBER CI2314, AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$744,000 TO PROJECT NUMBER CI2314

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo to accept funding from the State of Colorado Department of Public Safety, Division of Criminal Justice, for public and municipal purposes; and

WHEREAS, the State of Colorado Department of Public Safety, Division of Criminal Justice has tendered a grant award in the total amount of \$744,000.00 upon conditions recited therein or incorporated therein by reference; and

WHEREAS, acceptance of the funding for the purposes for which it has been made is in the best interest of the City and will benefit the health, welfare, and safety of the citizens of the City; NOW THEREFORE,

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

SECTION 1.

The Grant Award Letter (Intergovernmental Grant Agreement), DCJ Grant #: 2023-SS-23-9, ("Agreement") between the City of Pueblo, a Municipal Corporation, and the State of Colorado Department of Public Safety, Division of Criminal Justice, for the Better LED spaces project, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Agreement in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Project Number CI2314 is hereby established.

SECTION 4.

The grant award from the State of Colorado Department of Public Safety, Division of Criminal Justice, totaling \$744,000.00 is hereby approved and accepted in accordance with the Agreement.

SECTION 5.

All funds accepted pursuant to this Ordinance shall be budgeted and appropriated into Project Number CI2314. Said funds shall only be expended and used for this project.

SECTION 6.

Pursuant to the Agreement, the State of Colorado Department of Public Safety, Division of Criminal Justice, may unilaterally amend the terms of the Agreement or the amount of grant funds pursuant to an Option Letter or Grant Funding Change Letter. In the event the State increases the grant award via such a letter, the additional funds may be accepted pursuant to this Ordinance and budgeted and appropriated into Project Number CI2314, where said funds shall only be expended and used for this project.

SECTION 7.

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

SECTION 8.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 23, 2023.

Final adoption of Ordinance by City Council on February 13, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on February 15, 2023.
- ☐ 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

K.R. P.
Deputy City Clerk

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

**GRANT AWARD LETTER
(Intergovernmental Grant Agreement)**

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS

State Agency Department of Public Safety, Division of Criminal Justice	DCJ Grant Number 2023-SS-23-9
Grantee City of Pueblo	Federal Unique Entity Identifier (UEI) NJK3BNUDRHJ7
Grant Issuance Date (Start Date) The later of the Effective Date or January 1, 2023	Grant Expiration Date (End Date) June 30, 2023
Grant Amount State Fiscal Year 2022-2023: \$744,000 Total for all State Fiscal Years: \$744,000	Grant Authority (State Authority) The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507. C.R.S. 24-33.5-117. Crime prevention through the safer streets grants program
Grant Description The Better LED spaces project will improve public safety, by bettering park lighting with upgrades and additions of LED lighting fixtures. Investments will be most worthwhile in Pueblo's highest-crime neighborhoods. This strategy will not only act as a situational deterrent to crime, but will also improve community cohesion and pride, which in turn increases the willingness of residents to intervene in crime and cooperate with the police. Improvements to the physical environment of crime-susceptible areas will dissuade potential offenders. Improved lighting will send a message to potential offenders that the neighborhood no longer offers easy opportunities for crime.	
Grant Purpose To award grant funding to eligible recipients for the evaluation of and design of safer streets and neighborhood models that discourage crime, revitalize community image, and establish place-specific crime prevention strategies that account for geographic, cultural, economic, and social characteristics of the target areas.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Grant: 1. Exhibit A1, Sample Option Letter. 2. Exhibit A2, Sample Grant Funding Change Letter 3. Exhibit B, Grant Requirements. 4. Exhibit C, Special Conditions. 5. Exhibit D, Statement of Work. 6. Exhibit E, Budget. In the event of a conflict or inconsistency between this Grant and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit C, Special Conditions. 2. The provisions of the other sections of the main body of this Agreement. 3. Exhibit B, Grant Requirements. 4. Exhibit D, Statement of Work. 5. Exhibit E, Budget.	

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

SIGNATURE PAGE**THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT****STATE OF COLORADO**

Jared S. Polis, Governor
Department of Public Safety
Stan Hilkey, Executive Director

DocuSigned by:



14DB40E240044E2...

By: ☐ Joe Thome, Director, or
☒ Debbie Oldenettel, Deputy Director

12/28/2022 | 8:59:04 AM PST
Date: _____

In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate.

**STATE CONTROLLER
Robert Jaros, CPA, MBA, JD**

DocuSigned by:



363D688603F0405...

By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice

12/30/2022 | 1:27:13 PM MST
Effective Date: _____

TABLE OF CONTENTS

SUMMARY OF GRANT AWARD TERMS AND CONDITIONS1

SIGNATURE PAGE2

1. GRANT.....3

2. TERM3

3. DEFINITIONS4

4. STATEMENT OF WORK6

5. PAYMENTS TO GRANTEE.....6

6. REPORTING - NOTIFICATION7

7. GRANTEE RECORDS7

8. CONFIDENTIAL INFORMATION-STATE RECORDS.....8

9. CONFLICTS OF INTEREST.....9

10. INSURANCE9

11. REMEDIES9

12. DISPUTE RESOLUTION.....10

13. NOTICES AND REPRESENTATIVES10

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION.....10

15. GOVERNMENTAL IMMUNITY10

16. GENERAL PROVISIONS10

EXHIBIT A1, SAMPLE OPTION LETTER1

EXHIBIT A2, GRANT FUNDING CHANGE LETTER1

EXHIBIT B, GRANT REQUIREMENTS1

EXHIBIT C, SPECIAL CONDITIONS1

EXHIBIT D, STATEMENT OF WORK1

EXHIBIT E, BUDGET.....1

1. GRANT

As of the Grant Issuance Date, the State Agency shown on the first page of this Grant Award Letter (the “State”) hereby obligates and awards to Grantee shown on the first page of this Grant Award Letter (the “Grantee”) an award of Grant Funds in the amounts shown on the first page of this Grant Award Letter. By accepting the Grant Funds provided under this Grant Award Letter, Grantee agrees to comply with the terms and conditions of this Grant Award Letter and requirements and provisions of all Exhibits to this Grant Award Letter.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Grant Award Letter shall commence on the Grant Issuance Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Grant Award Letter. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Grant Award Letter in accordance with **§16.D**.

B. Early Termination in the Public Interest

The State is entering into this Grant Award Letter to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Grant Award Letter ceases to further the public interest of the State or if State or other funds used for this

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

Grant Award Letter are not appropriated, or otherwise become unavailable to fund this Grant Award Letter, the State, in its discretion, may terminate this Grant Award Letter in whole or in part by providing written notice to Grantee that includes, to the extent practicable, the public interest justification for the termination. If the State terminates this Grant Award Letter in the public interest, the State shall pay Grantee an amount equal to the total reimbursement payable under this Grant Award Letter that corresponds to the Work satisfactorily completed, as determined by the State, less payments previously made. This subsection shall not apply to a termination of this Grant Award Letter by the State for breach by Grantee.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. “**Budget**” means the budget for the Work described in **Exhibit E, Budget**.
- B. “**Business Day**” means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- C. “**CJI**” means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- D. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- E. “**Grant Award Letter**” means this letter which offers Grant Funds to Grantee, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future updates thereto.
- F. “**Grant Funds**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Grant Award Letter.
- G. “**Grant Expiration Date**” means the Grant Expiration Date shown on the first page of this Grant Award Letter.
- H. “**Grant Issuance Date**” means the Grant Issuance Date shown on the first page of this Grant Award Letter.
- I. “**Exhibits**” exhibits and attachments included with this Grant as shown on the first page of this Grant
- J. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Grant Award Letter
- K. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Grant Award Letter and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- L. “**Incident**” means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access or disclosure of State Confidential Information or of the unauthorized modification, disruption, or destruction of any State Records.
- M. “**Initial Term**” means the time period between the Grant Issuance Date and the Grant Expiration Date.

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

- N. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- O. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or the other credit card information as may be protected by state or federal law.
- P. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- Q. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- R. **“Services”** means the services to be performed by Grantee as set forth in this Grant Award Letter, and shall include any services to be rendered by Grantee in connection with the Goods.
- S. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Contractor which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Contractor without restrictions at the time of its disclosure to Contractor; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Contractor to the State; (iv) is disclosed to Contractor, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.
- T. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- U. **“State Fiscal Year”** means a 12 month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- V. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- W. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **procurement** relationship. The subcontractor provides goods or services for the benefit of the purchaser.

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

- X. **“Subgrantee”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. This establishes a **grant** relationship. The beneficiary, not the purchaser, receives benefit from the work. There may be multiple tiers of subgrantees that do not include procurement transactions.
- Y. **“Work”** means the delivery of the Goods and performance of the Services described in this Grant Award Letter.
- Z. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Grant Issuance Date that is used, without modification, in the performance of the Work.

Any other term used in this Grant Award Letter that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

4. STATEMENT OF WORK

Grantee shall complete the Work as described in this Grant Award Letter and in accordance with the provisions of **Exhibit E, Budget**. The State shall have no liability to compensate or reimburse Grantee for the delivery of any goods or the performance of any services that are not specifically set forth in this Grant Award Letter.

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Grant that exceeds the Grant Amount for each State Fiscal Year shown on the first page of this Grant Award Letter. Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Grant Issuance Date or after the Grant Expiration Date.

B. Reimbursement of Grantee Costs

The State shall reimburse Grantee’s allowable costs, not exceeding the maximum total amount described in this Grant Award Letter for all allowable costs described in this Grant Award Letter and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement as long as the Grantee provides notice to and receives approval from the State of the change, the change does not modify the total maximum amount of this Grant Award Letter or the maximum amount for any state fiscal year, and the change does not modify any requirements of the Work. The State shall only reimburse allowable costs if those costs are: **(i)** reasonable and necessary to accomplish the Work and for the Goods and Services provided; and **(ii)** equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

C. Close-Out

Grantee shall close out this Grant within 45 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Grant Award Letter and Grantee's final reimbursement request or invoice. The State will withhold allowable costs until all final documentation has been submitted and accepted by the State as substantially complete.

6. REPORTING - NOTIFICATION

A. Performance and Final Status

Grantee shall submit all financial, performance and other reports to the State no later than the end of the close out described in §5.C, containing an evaluation and review of Grantee's performance and the final status of Grantee's obligations hereunder.

B. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting this Award. The State may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance and Inspection

Grantee shall make, keep, and maintain, all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to this Grant for a period of three years following the completion of the close out of this Grant. Grantee shall permit the State to audit, inspect, examine, excerpt, copy and transcribe all such records during normal business hours at Grantee's office or place of business, unless the State determines that an audit or inspection is required without notice at a different time to protect the interests of the State.

B. Monitoring

The State will monitor Grantee's performance of its obligations under this Grant Award Letter using procedures as determined by the State. Grantee shall allow the State to perform all monitoring based on the State's risk analysis of Grantee. The State shall have the right, in its sole discretion, to change its monitoring procedures and requirements at any time during the term of this Agreement. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work. If Grantee enters into a subcontract or subgrant then Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee.

C. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Grant or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all Subgrantees and Subcontractors to hold and maintain, any and all State Records that the State provides or makes available to Grantee for the sole and exclusive benefit of the State, unless those State Records are otherwise publically available at the time of disclosure or are subject to disclosure by Grantee under CORA. Grantee shall not, without prior written approval of the State, use for Grantee's own benefit, publish, copy, or otherwise disclose to any third party, or permit the use by any third party for its benefit or to the detriment of the State, any State Records, except as otherwise stated in this Grant Award Letter. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subgrantees or Subcontractors will or may receive the following types of data, Grantee or its Subgrantees or Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Grant as an Exhibit, if applicable, **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI, **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJI, and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Grant, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's principal representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns, Subgrantees and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns, Subgrantees and Subcontractors who require access to perform their obligations under this Grant Award Letter. Grantee shall ensure all such agents, employees, assigns, Subgrantees and Subcontractors sign nondisclosure agreements with provisions at least as protective as those in this Grant, and that the nondisclosure agreements are in force at all times the agent, employee, assign, Subgrantees or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure restrictions to the State upon request.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Grant, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at no additional cost to the State.

E. Safeguarding PII

If Grantee or any of its Subgrantees or Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a "Third-Party Service Provider" as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. CONFLICTS OF INTEREST

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Grant. Grantee acknowledges that, with respect to this Grant, even the appearance of a conflict of interest shall be harmful to the State's interests and absent the State's prior written approval, Grantee shall refrain from any practices, activities or relationships that reasonably appear to be in conflict with the full performance of Grantee's obligations under this Grant. If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State's consideration.

10. INSURANCE

Grantee shall maintain at all times during the term of this Grant such liability insurance, by commercial policy or self-insurance, as is necessary to meet its liabilities under the Colorado Governmental Immunity Act, §24-10-101, *et seq.*, C.R.S. (the "GIA"). Grantee shall ensure that any Subgrantees and Subcontractors maintain all insurance customary for the completion of the Work done by that Subgrantee or Subcontractor and as required by the State or the GIA.

11. REMEDIES

In addition to any remedies available under any exhibit to this Grant Award Letter, if Grantee fails to comply with any term or condition of this Grant, the State may terminate some or all of this Grant and require Grantee to repay any or all Grant funds to the State in the State's sole discretion. The State may also terminate this Grant Award Letter at any time if the State has determined, in its sole discretion, that Grantee has ceased performing the Work without intent to resume performance, prior to the completion of the Work.

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise disputes concerning the performance of this Grant that cannot be resolved by the designated Party representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager or official designated by Grantee for resolution.

13. NOTICES AND REPRESENTATIVES

Each Party shall identify an individual to be the principal representative of the designating Party and shall provide this information to the other Party. All notices required or permitted to be given under this Grant Award Letter shall be in writing, and shall be delivered either in hard copy or by email to the representative of the other Party. Either Party may change its principal representative or principal representative contact information by notice submitted in accordance with this §13.

14. RIGHTS IN WORK PRODUCT AND OTHER INFORMATION

Grantee hereby grants to the State a perpetual, irrevocable, non-exclusive, royalty free license, with the right to sublicense, to make, use, reproduce, distribute, perform, display, create derivatives of and otherwise exploit all intellectual property created by Grantee or any Subcontractors or Subgrantees and paid for with Grant Funds provided by the State pursuant to this Grant.

15. GOVERNMENTAL IMMUNITY

Liability for claims for injuries to persons or property arising from the negligence of the Parties, their departments, boards, commissions committees, bureaus, offices, employees and officials shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Contract shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Grant are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Grant Award Letter.

B. Captions and References

The captions and headings in this Grant Award Letter are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Grant Award Letter to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

C. Entire Understanding

This Grant Award Letter represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Grant Award Letter.

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

D. Modification

The State may modify the terms and conditions of this Grant by issuance a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

- i. For each fiscal year of the Grant, the State shall issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to Exhibit A1, Sample Option Letter each fiscal year (July 1 through June 30). Work shall not begin on a new fiscal year until such an Option Letter is effective. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- ii. The State may, at the State's discretion, issue an updated **Exhibit D, Statement of Work** and **Exhibit E, Budget** by Option Letter substantially equivalent to **Exhibit A1, Sample Option Letter** to reflect changes during the fiscal year. The provisions of the Option Letter shall become part of and be incorporated into this Grant.
- iii. Grantee may terminate the grant if the Grantee cannot adhere to the approved **Exhibit D, Statement of Work** and **Exhibit E, Budget** as updated from time to time.
- iv. The State may, at the State's discretion, use an Option Letter or Grant Funding Change letter substantially equivalent to **Exhibit A1, Sample Option Letter** or **Exhibit A2, Sample Grant Funding Change Letter** to modify the grant agreement. If exercised, the provisions of the Option Letter or Grant Funding Change Letter shall become part of and be incorporated into the grant agreement.
- v. The State may increase or decrease the quantity of goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** based upon the rates established in the Grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.
- vi. The State may add or delete the goods/services described **Exhibit D, Statement of Work** and **Exhibit E, Budget** as long as the change does not change the overall scope of the approve grant. If the State exercises the option, it will provide written notice to Grantee at least 15 days prior to the end of the current grant term in a form substantially equivalent to **Exhibit A1, Sample Option Letter**.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Grant Award Letter to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Grant Issuance Date. Grantee shall strictly comply with all applicable Federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Contract, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

digital signatures within the electronic system through which that signatory signed shall be incorporated into this Contract by reference.

G. Severability

The invalidity or unenforceability of any provision of this Grant Award Letter shall not affect the validity or enforceability of any other provision of this Grant Award Letter, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under the Grant in accordance with the intent of the Grant.

H. Survival of Certain Grant Award Letter Terms

Any provision of this Grant Award Letter that imposes an obligation on a Party after termination or expiration of the Grant shall survive the termination or expiration of the Grant and shall be enforceable by the other Party.

I. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Grant Award Letter does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Any services or benefits which third parties receive as a result of this Grant are incidental to the Grant, and do not create any rights for such third parties.

J. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Grant Award Letter, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

K. Accessibility

Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended, and §§24-85-101, *et seq.*, C.R.S. Grantee shall comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards and available at <https://www.w3.org/TR/WCAG21/>.

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

EXHIBIT A1, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Contract
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. OPTIONS:

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. REQUIRED PROVISIONS:

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. OPTION EFFECTIVE DATE:

- F. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date: _____
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Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

EXHIBIT A2, GRANT FUNDING CHANGE LETTER

State Agency Insert Department's or IHE's Full Legal Name	Grant Funding Change Letter Number Insert the Option Number (e.g. "1" for the first option)
Contractor Insert Contractor's Full Legal Name, including "Inc.", "LLC", etc...	Original Grant Number Insert CMS number or Other Contract Number of the Original Contract
Current Contract Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Grant Funding Change Letter Contract Number Insert CMS number or Other Contract Number of this Option Contract Performance Beginning Date Month Day, Year Current Contract Expiration Date Month Day, Year

1. GRANT FUNDING CHANGE

In accordance with **§Insert Section Number** of the Original Grant referenced above, the State Agency listed above commits the following funds to the grant:

A. The funding available for State Fiscal Year 20xx is Increased/Decreased by \$Amount of Change, because Insert Reason For Change.

B. The total funding avail for all State Fiscal Years as of the effective date of this Grant Funding Change Letter is shown as the current contract maximum above.

2. TERMINOLOGY

All terminology used in this Grant Funding Change Letter shall be interpreted in accordance with the Original Grant referenced above.

3. NO ORDER FOR WORK

This Grant Funding Change Letter modifies the available funding only and does not constitute an order or authorization for any specific services or goods under the Grant.

4. GRANT FUNDING CHANGE LETTER EFFECTIVE DATE:

The effective date of this Grant Funding Change Letter is upon approval of the State Controller or , whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE _____ By: Name & Title of Person Signing for Agency or IHE Date: _____
In accordance with §24-30-202 C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if contract will be routed to OSC for approval Grant Funding Change Letter Effective Date: _____

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

EXHIBIT B, GRANT REQUIREMENTS

The following terms as used herein shall be construed and interpreted as follows:

1. AUDIT REQUIREMENTS

A. DUE DATE:

I. PROJECT START:

The Grantee must submit the most recent audit or financial review, including the corresponding management letter, to DCJ within thirty (30) days of request; and, if the most recent audit/financial review has not already been submitted to DCJ, it must be submitted within thirty (30) days of the start of this project.

II. PROJECT DURATION AND END:

The Grantee assures that it will procure an audit or financial review, incorporating this grant award, by an independent Certified Public Accountant (CPA), licensed to practice in Colorado. The audit or financial review incorporating this grant award must be completed and received by DCJ within nine (9) months of the end of the fiscal years that includes the end date of the grant, or within thirty (30) days of the completion of such audit or review, whichever is earlier.

B. REPORT/AUDIT TYPE:

I. If your entity expended \$750,000 or more in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for a single organization-wide audit conducted in accordance with the provisions of Title 2 C.F.R. Subpart F (§ 200.500 et seq.)

II. [NOT APPLICABLE TO SUBGRANTEES AS DEFINED IN §3.DD. "SUBGRANTEE"] If your entity expends less than \$750,000 in Federal funds (from all sources including pass-through subawards) in your organization's fiscal year (12-month turnaround reporting period), your organization is required to arrange for either an audit or financial review as follows:

- 1.** Grantees that have revenue greater than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit.
- 2.** Grantees that have revenue less than \$300,000 from all sources during the entity's fiscal year are required by DCJ to obtain a financial audit or financial review. A compilation is not sufficient to satisfy this requirement.

C. REPORT/AUDIT COSTS:

The Grantee accepts responsibility for the costs of a financial program audit to be performed by the Department of Public Safety in the event that the audit report or financial review:

- I.** does not meet the applicable federal audit or DCJ standards;

II. is not submitted in a timely manner; or,

III. does not provide an audit response plan with corresponding corrections made sufficient to satisfy any audit findings.

D. FAILURE TO COMPLY:

The grantee understands and agrees that DCJ or the federal awarding office (DOJ) may withhold award funds, or may impose other related requirements, if the grantee does not satisfactorily and promptly address outstanding issues from audits required by Part 200 Uniform Requirements, by the terms of this award, by the current addition of the DOJ Grants Financial Guide, or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

2. ADDITIONAL REPORTING REQUIREMENTS

In addition to quarterly report requirements these grant funds may have additional report requirements. The additional reports may include, but is not limited to, reporting progress and statistics directly into a federal Performance Management Tool (PMT).

3. FINANCIAL AND ADMINISTRATIVE MANAGEMENT

- A. The Grantee assures that fund accounting, auditing, monitoring, evaluation procedures and such records as necessary will be maintained to assure adequate internal fiscal controls, proper financial management, efficient disbursement of funds received, and maintenance of required source documentation for all costs incurred. These principles must be applied for all costs incurred whether charged on a direct or indirect basis.
- B. All expenditures must be supported by appropriate source documentation. Only actual, approved, allowable expenditures will be permitted.
- C. The Grantee assures that it will comply with the applicable Administrative Guide of the Division of Criminal Justice (Guide), located at the Division of Criminal Justice Grants website. However, such a guide cannot cover every foreseeable contingency, and the Grantee is ultimately responsible for compliance with applicable state and federal laws, rules and regulations. In the event of conflicts or inconsistencies between the Guide and any applicable state and federal laws, rules and regulations, such conflicts or inconsistencies shall be resolved by applicable state and federal laws, rules and regulations.

4. PROCUREMENT AND CONTRACTS

- A. Grantee assures that open, competitive procurement procedures will be followed for all purchases under the grant. All contracts for professional services, of any amount, and equipment purchases over five thousand dollars (per item, with a useful life of at least one year) must receive prior approval by the DCJ. Grantee shall submit Form 16 – Professional Services/Consultant Certification and/or Form 13 – Equipment Procurement Certification Form.
- B. Grantee may not assign its rights or duties under this grant without the prior written consent of the DCJ.

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

5. AWARD CHANGE REQUESTS

- A. Grantee may request budget modifications by submitting a request to DCJ. DCJ reserves the right to make and authorize modifications, adjustments, and/or revisions to the Contract for the purpose of making changes in budget categories, extensions of grant award dates, changes in goals and objectives, and other modifications as described in the body of the Contract.

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

EXHIBIT C, SPECIAL CONDITIONS

Special requirements of the law, program requirements, and other administrative requirements. These requirements apply to this agreement.

- I. Grant funds are to be utilized for improvements designed to decrease the incidence of crime and create safer streets.
- II. Eligible grantees are local Governmental agencies.
- III. Money from the grant award must enhance community safety both inside and outside of urban areas
- IV. Funds for this agreement cannot be used for the following:
 - Hiring law enforcement or code enforcement personnel or peace officers
 - Facial recognition purposes
 - Surveillance programs that utilize networks of sensory to detect gunshots, commonly referred to as a “ShotSpotter” program
 - License reader purposes
- V. Grant-Supported strategies must not displace homeless populations.
- VI. Grant-supported activities must not harm Communities of Color or other vulnerable populations.

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

EXHIBIT E, BUDGET

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

EXHIBIT D – STATEMENT OF WORK

Project Summary:

Public safety will be improved by bettering park lighting with upgrades and additions of LED lighting fixtures. Investments will be most worthwhile in Pueblo's highest-crime neighborhoods. This strategy will not only act as a situational deterrent to crime, but will also improve community cohesion and pride, which in turn increases the willingness of residents to intervene in crime and cooperate with the police. Improvements to the physical environment of crime-susceptible areas will dissuade potential offenders. Improved lighting will send a message to potential offenders that the neighborhood no longer offers easy opportunities for crime.

Project Plan:

Public spaces, including parks, are essential to modern life, especially in urban areas. For these open spaces to be welcoming, and to feel safe for people using them, they must be sufficiently well-lit. Lighting is a situational crime-prevention measure that focuses on reducing opportunity and increasing risk through modification of the physical environment.

Based on crime data and the assessed likelihood that improved lighting would decrease crime the city has identified the following projects:

- City Park: Upgrading the existing 25 halogen fixtures with new LED light fixtures, plus add another 25 LED fixtures along the roadway.
- Mitchel Park: Installation of four additional LED streetlights along the streets and alley, plus fifteen additional LED streetlights in the interior of the park.
- Ray Aguilera Park: the addition of one streetlight along each side of the street plus add another eleven LED streetlights along the interior walkways and facilities.

Regardless of park size, safety begins at the perimeter. Lights will be placed on the adjacent streets, and in each park, with the intent to increase opportunities for informal surveillance and reduce the number of isolated places where crime can take place unseen. Lights will be improved or added only where genuinely needed, positioned to respond to problems of surveillance rather than arbitrary light pole placement. What is vitally important is that safety should be a primary consideration along main routes through parks and between the park perimeter and the street. No project areas have conservation nor preservation areas; artificial lighting will not trespass the habitats of wildlife.

It is notable that concurrent to improved lighting construction, the City will take other steps to discourage crime in the target areas:

- Public Works will take steps to lessen the impact of vacant, derelict, or problematic land uses nearby a target area.
- Pueblo Police Department will encourage 'Park Watch' schemes to encourage surveillance by local residents and merchants. PPD has an officer dedicated to Neighborhood Watch.
- Parks and Recreation will trim or remove landscaping, fences, walls, etc. that create dangerous areas of isolation. Clear sightlines allow park users to ability to verify the presence of persons which they might find threatening. They will also work to identify and remove movement predictors. Finally, people feel safer when they know where they are and how to get to where they want to go, signage will be improved.

Goals & Outcomes

GOAL 1

Goal 1 Improved lighting reduces crime at night.

Objective 1.1

Objective Violent crimes decrease
 Measurement Crime statistics of robbery, assault, and burglary
 Timeframe Incrementally, each quarter

Objective 1.2

Objective Property crimes decrease
 Measurement incidents of vandalism
 Timeframe Incrementally, each quarter

Objective 1.3

Objective Calls for service increase in Q1 and Q2 as informal surveillance increases and willingness to assist the police increases. Calls for service increase in Q1 and Q2 as informal surveillance increases and willingness to assist the police increases
 Measurement Number of calls for service
 Timeframe Each quarter

GOAL 2

Goal 2 Light trespass and pollution is minimized while maintaining desired standards of brightness.

Objective 2.1

Objective Minimize the emission of skyglow, glare, spill light, and over-lighting, indoor and outdoor lighting beyond the intended target
 Measurement Actual illumination levels will be evaluated by accredited professional bodies
 Timeframe Q1, may be completed as supplies are ordered

Objective 2.2

Objective New installations will have active controls to reduce illumination levels or extinguish lighting completely based on time of day or occupancy.
 Measurement Observation
 Timeframe Q1, may be completed as lights are installed

Objective 2.3

Objective The spectral content, or color, of light should be limited to only what is necessary for the task.
 Measurement Total emissions of short-wavelength or “blue” light are evaluated by accredited professional bodies
 Timeframe Q1, may be completed as lights are installed

Grantee: City of Pueblo
Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

Exhibit E – Budget

	Grant Funds	Match Funds	Project Total
Personnel	\$0	\$0	\$0
Supplies & Operating	\$132,000	\$0	\$132,000
Travel	\$0	\$0	\$0
Equipment	\$612,000	\$0	\$612,000
Consultants / Contracts	\$0	\$0	\$0
Indirect	\$0	\$0	\$0
Total	\$744,000	\$0	\$744,000

Personnel: Budget & Budget Narrative Details													
Position Title	Annual Base Salary	Annual Base Salary To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Annual Fringe	Annual Fringe To Be Paid By Grant Funds	% To Be Paid By Grant Funds	Total Annual Base Salary + Fringe	Total Base Salary + Fringe To Be Paid By Grant Funds	OT - Annual Base Salary	OT - Annual Base Salary To Be Paid By Grant Funds	OT - Annual Fringe	OT - Annual Fringe To Be Paid By Grant Funds	Total To Be Paid By Grant Funds (including overtime)
NA	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0
Budget Narrative and Justification:													
Personnel Total:	\$0	\$0	0%	\$0	\$0	0%	\$0	\$0	\$0	\$0	\$0	\$0	\$0

Non-Personnel: Budget & Budget Narrative Details		
Budget Item	Amount To Be Paid By Grant Funds	Budget Narrative and Justification
SUPPLIES & OPERATING		
LED Upgrade - City Center	\$100,000	25 LED upgrades at \$4,000 each in City Center
LED Upgrade - Eastside	\$16,000	4 LED upgrades at \$4,000 each in Eastside
LED Upgrade - Bessemer	\$16,000	4 LED upgrades at \$4,000 each in Eastside
Supplies & Operating Total	\$132,000	
TRAVEL		
NA	\$0	
Travel Total	\$0	
EQUIPMENT		
Lights/Poles - City Center	\$300,000	25 light fixtures and poles at \$12,000 each, City Center. Price estimates include necessary trenching/boring, transformers and installation.

Grantee: City of Pueblo
 Project: Better LED Spaces

DCJ Grant #: 2023-SS-23-9

Lights/Poles - Eastside	\$180,000	15 new light fixtures and poles at \$12,000 each, Eastside. Price estimates include necessary trenching/boring, transformers and installation.
Lights/Poles - Bessemer	\$132,000	11 new light fixtures and poles at \$12,000 each, Bessemer. Price estimates include necessary trenching/boring, transformers and installation.
Equipment Total	\$612,000	
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)		
NA	\$0	
Consultants/Contracts Total	\$0	
INDIRECT		
NA	\$0	
Indirect Total	\$0	
Total Non-Personnel	\$744,000	

Certificate Of Completion

Envelope Id: 97E05310489A475C8F9380CF774F2020

Status: Completed

Subject: DCJ Grant 2023-SS-23-9; Better LED Spaces

Source Envelope:

Document Pages: 24

Signatures: 2

Envelope Originator:

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OAJJA Grants

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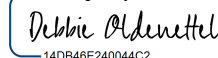
Debbie Oldenettel

Debbie.Oldenettel@state.co.us

Deputy Director, DCJ

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Lyndsay J. Clelland

lyndsay.clelland@state.co.us

Contract, Grant and Compliance Coordinator

Division of Criminal Justice

Security Level: Email, Account Authentication
(None)

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363D680603F0405...

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Nicholas A. Gradisar

ngradisar@pueblo.us

Mayor

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Carbon Copy Events	Status	Timestamp
Aleah Bachtel aleah.bachtel@state.co.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2022 12:27:16 PM
Kayleight McKenzie kmckenzie@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2022 12:27:16 PM
Steven Meier smeier@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 12/30/2022 12:27:16 PM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	12/28/2022 7:54:45 AM
Certified Delivered	Security Checked	12/30/2022 12:27:07 PM
Signing Complete	Security Checked	12/30/2022 12:27:13 PM
Completed	Security Checked	12/30/2022 12:27:16 PM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

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If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

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Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

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You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: sarah.white@state.co.us

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To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at sarah.white@state.co.us and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

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- ii. send us an email to sarah.white@state.co.us and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to ‘I agree to use electronic records and signatures’ before clicking ‘CONTINUE’ within the DocuSign system.

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- You can access and read this Electronic Record and Signature Disclosure; and
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- Until or unless you notify CDPS Contracts and Grants as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by CDPS Contracts and Grants during the course of your relationship with CDPS Contracts and Grants.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 23, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING A PACOG MULTIMODAL TRANSPORTATION AND MITIGATION OPTIONS FUND, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY (MMOF-ARPA-SLFRF) FUNDS GRANT, RELATING TO TRANSPORTATION PLANNING SERVICES, ESTABLISHING PROJECT NUMBER TP2241, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$200,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

The proposed Ordinance establishes the Pueblo Area Council of Governments (PACOG) Multimodal Transportation and Mitigation Options Project, and budgets and appropriates \$200,000 in FY2023 for the Project. The funding for the Project is from federal MMOF-ARPA-SLFRF funds that are administered by the Colorado Department of Transportation (CDOT) and provided to PACOG. The funds will be included in the City and PACOG Delegation Agreement budget and the PACOG Urban Planning Work Program budget.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This Ordinance establishes the PACOG Multimodal Transportation and Mitigation Options Project and budgets and appropriates \$200,000 for the Project. The PACOG Board will be voting on a Resolution at their February 23, 2023 meeting approving a grant contract with CDOT that accepts \$200,000 of Federal MOF-ARPA-SLFRF Funds administered by CDOT. This contract provides funds for updating the PACOG/MPO travel demand model, developing new base year of 2023 and travel demand model estimates to 2050. In addition to the standard process of incorporating newer data on traffic counts, road network, land-use, and other model inputs, the model update includes other modeling requirements for plan updates to meet the Greenhouse Gas

(GHG) Standard for Transportation Planning. Concurrently, the City and PACOG will be amending the annual Delegation Agreement for transportation planning services that was approved by City Council through Ordinance No. 10320 on November 14, 2022 and by PACOG through Resolution No.2022-019 on October 27, 2022. The amendment authorizes the City to complete the additional transportation planning tasks on behalf of PACOG for the \$200,000 of Federal MOF-ARPA-SLFRF Funds.

FINANCIAL IMPLICATIONS:

A new transportation planning project will be established through this ordinance and \$200,000 will be budgeted and appropriated for the PACOG Multimodal Transportation and Mitigation Options Project. Planning staff costs, operating expenses and consultant fees will be reimbursed through the PACOG grant funds.

BOARD/COMMISSION RECOMMENDATION:

This Project has already been included in the FY2023 PACOG MPO Unified Planning Work Program and the Urban Planning Work Program (UPWP) that have been previously approved by the PACOG Board on August 25, 2022. The UPWP will be amended at the PACOG February 23, 2023 to include the \$200,000 to complete the project tasks.

STAKEHOLDER PROCESS:

The Consolidated Planning Grant funds, approved by CDOT and the Federal Highway Administration, are identified in the Urban Planning Work Program (UPWP) by task with associated budget amounts. The UPWP is reviewed at public meetings by the PACOG Transportation Advisory Committee and approved by the PACOG Board.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. CDOT Purchase Order
2. PACOG Resolution

ORDINANCE NO. 10377

AN ORDINANCE APPROVING AND ACCEPTING A PACOG MULTIMODAL TRANSPORTATION AND MITIGATION OPTIONS FUND, CORONAVIRUS STATE AND LOCAL FISCAL RECOVERY (MMOF-ARPA-SLFRF) FUNDS GRANT, RELATING TO TRANSPORTATION PLANNING SERVICES, ESTABLISHING PROJECT NUMBER TP2241, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$200,000, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Pueblo Area Council of Governments Multimodal Transportation and Mitigation Options Project, Project Number TP2241 is hereby established.

SECTION 2.

Funds in the amount of \$200,000 comprised of Multimodal Transportation and Mitigation Options Fund and Coronavirus State and Local Fiscal Recovery Funds awarded to the Pueblo Area Council of Governments (PACOG), are hereby budgeted and appropriated into the Multimodal Transportation and Mitigation Options Project.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective upon approval of the following actions:

1. The approval of a Resolution by the Pueblo Area Council of Governments approving the grant agreement and the amendment of the 2023 PACOG budget.
2. The approval of an Ordinance by City Council and a Resolution by PACOG amending the 2023 Delegation Agreement between the City and PACOG including the funding for the completion of the Multimodal Transportation and Mitigation Options Project.
3. 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 January 23, 2023.

Final adoption of Ordinance by City Council on February 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 15, 2023.

☐ 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

K.R. P
Deputy City Clerk

STATE OF COLORADO GRANT AGREEMENT FOR SLFRF

COVER PAGE

State Agency Department of Transportation	Agreement Number/PO Number 23-HTD-ZL-00064/491003100
Grantee PUEBLO AREA COUNCIL OF GOVERNMENTS	Agreement Performance Beginning Date The Effective Date
UEI/SAMS Number D57UDNFVRBL5	Initial Agreement Expiration Date March 31, 2025
Agreement Maximum Amount Initial Term State Fiscal Year 2023 \$200,000.00	Fund Expenditure End Date March 31, 2025
	Agreement Authority CRS §§43-1-106, 43-1-110, 43-1-117, 43-2-101(4)(c), 43-4-811(2), SB2018-001, SB 2021-260.
Total for All State Fiscal Years \$200,000.00	
Agreement Purpose The purpose of this Grant is for CDOT to disburse MMOF-ARPA-SLFRF Funds to the Grantee to conduct work within the provisions of this Grant. The work to be completed under this Grant by the Grantee is more specifically described herein.	
Exhibits and Order of Precedence The following Exhibits and attachments are included with this Agreement: 1. Exhibit A, Statement of Work 2. Exhibit B, Sample Option Letter 3. Exhibit C, Budget 4. Exhibit D, Federal Provisions 5. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds 6. Exhibit F, SLFRF Subrecipient Quarterly Report 7. Exhibit G, Sample SLFRF Reporting Modification Form 8. Exhibit H, Federal Provisions Personal Services Contracts (Civil Rights) In the event of a conflict or inconsistency between this Agreement and any Exhibit or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority: 1. Exhibit D, Federal Provisions 2. Exhibit H, Federal Provisions Personal Services Contracts (Civil Rights) 3. Exhibit E, Agreement with Subrecipient of Federal Recovery Funds 4. Colorado Special Provisions in §17 of the main body of this Agreement 5. The provisions of the other sections of the main body of this Agreement 6. Exhibit A, Statement of Work 7. Exhibit B, Sample Option Letter 8. Exhibit C, Budget 9. Exhibit F, SLFRF Subrecipient Quarterly Report 10. Exhibit G, Sample SLFRF Reporting Modification Form	
Principal Representatives For the State: Michael Snow Division of Transportation Development 2829 W. Howard Place Denver, CO 80204 Michael.snow@state.co.us For Grantee: Eva Cosyleon PUEBLO AREA COUNCIL OF GOVERNMENTS 229 WEST 12TH STREET PUEBLO, CO 81003-2810 ecosyleon@pueblo.us	

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Awarding Office	US Department of the Treasury
Grant Program	Coronavirus State and Local Fiscal Recovery Funds
Assistance Listing Number	21.027
Federal Award Number	SLFRP0126
Federal Award Date *	May 18, 2021
Federal Award End Date	December 31, 2024
Federal Statutory Authority	Title VI of the Social Security Act, Section 602
Total Amount of Federal Award (this is <u>not</u> the amount of this grant agreement)	\$3,828,761,790

* Funds may not be available through the Federal Award End Date subject to the provisions in §2 and §5 below.

SIGNATURE PAGE**THE PARTIES HERETO HAVE EXECUTED THIS AGREEMENT**

Each person signing this Agreement represents and warrants that the signer is duly authorized to execute this Agreement and to bind the Party authorizing such signature.

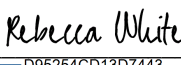
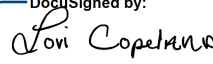
GRANTEE PUEBLO AREA COUNCIL OF GOVERNMENTS DocuSigned by:  2E1D7F669415456... Eva Cosyleon MPO Manager By: Name & Title of Person Signing for Grantee Date: <u>12/30/2022</u>	STATE OF COLORADO Jared S. Polis, Governor Department of Transportation Shoshana M. Lew, Executive Director DocuSigned by:  D95254CD13D7443... By: Rebecca White – Director, Division of Transportation Development Date: <u>1/3/2023</u>
2nd State or Grantee Signature if Needed _____ By: Name & Title of Person Signing for Signatory Date: _____	LEGAL REVIEW Philip J. Weiser, Attorney General N/A _____ By: Assistant Attorney General Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD DocuSigned by:  BDA801C5CFAC478... By: Department of Transportation Effective Date: <u>1/4/2023</u>	

TABLE OF CONTENTS

	COVER PAGE	1
	SIGNATURE PAGE	2
1.	42.	43.
	64.	95.
	96.	117.
	128.	139.
	1410.	1411.
	1612.	1713.
	1814.	1915.
	1916.	2017.
	24	

1. PARTIES

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

2. TERM AND EFFECTIVE DATE

A. Effective Date

This Agreement shall not be valid or enforceable until the Effective Date, and the Grant Funds shall be expended by the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. The State shall not be bound by any provision of this Agreement before the Effective Date, and shall have no obligation to pay Grantee for any Work performed or expense incurred before the Effective Date, except as described in §5.D, or after the Fund Expenditure End Date. If the Work will be performed in multiple phases, the period of performance start and end date of each phase is detailed under the Project Schedule in Exhibit Insert Exhibit Number.

B. Initial Term

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

C. Extension Terms - State’s Option

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

D. End of Term Extension

If this Agreement approaches the end of its Initial Term, or any Extension Term then in place, the State, at its discretion, upon written notice to Grantee as provided in §14, may unilaterally extend such Initial Term or Extension Term for a period not to exceed two months (an “End of Term Extension”), regardless of whether additional Extension Terms are available or not.

The provisions of this Agreement in effect when such notice is given shall remain in effect during the End of Term Extension. The End of Term Extension shall automatically terminate upon execution of a replacement Agreement or modification extending the total term of this Agreement.

E. Early Termination in the Public Interest

The State is entering into this Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Agreement ceases to further the public interest of the State, the State, in its discretion, may terminate this Agreement in whole or in part. A determination that this Agreement should be terminated in the public interest shall not be equivalent to a State right to terminate for convenience. This subsection shall not apply to a termination of this Agreement by the State for breach by Grantee, which shall be governed by **12.A.i.**

i. Method and Content

The State shall notify Grantee of such termination in accordance with **§14**. The notice shall specify the effective date of the termination and whether it affects all or a portion of this Agreement, and shall include, to the extent practicable, the public interest justification for the termination.

ii. Obligations and Rights

Upon receipt of a termination notice for termination in the public interest, Grantee shall be subject to the rights and obligations set forth in **§12.A.i.a**

iii. Payments

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

F. Grantee's Termination Under Federal Requirements

Grantee may request termination of this Grant by sending notice to the State which includes the reasons for the termination and the effective date of the termination. If this Grant is terminated in this manner, then Grantee shall return any advanced payments made for work that will not be performed prior to the effective date of the termination.

3. DEFINITIONS

The following terms shall be construed and interpreted as follows:

- A. **"Agreement"** means this agreement, including all attached Exhibits, all documents incorporated by reference, all referenced statutes, rules and cited authorities, and any future modifications thereto.

- B. **“Agreement Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- C. **“Award”** means an award by a Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- D. **“Breach of Agreement”** means the failure of a Party to perform any of its obligations in accordance with this Agreement, in whole or in part or in a timely or satisfactory manner. The institution of proceedings under any bankruptcy, insolvency, reorganization or similar law, by or against Grantee, or the appointment of a receiver or similar officer for Grantee or any of its property, which is not vacated or fully stayed within 30 days after the institution of such proceeding, shall also constitute a breach. If Grantee is debarred or suspended under §24-109-105, C.R.S. at any time during the term of this Agreement, then such debarment or suspension shall constitute a breach.
- E. **“Budget”** means the budget for the Work described in Exhibit C.
- F. **“Business Day”** means any day in which the State is open and conducting business, but shall not include Saturday, Sunday or any day on which the State observes one of the holidays listed in §24-11-101(1), C.R.S.
- G. **“Chief Procurement Officer”** means the individual to whom the Executive Director has delegated his or her authority pursuant to §24-102-202 to procure or supervise the procurement of all supplies and services needed by the State.
- H. **“CJI”** means criminal justice information collected by criminal justice agencies needed for the performance of their authorized functions, including, without limitation, all information defined as criminal justice information by the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy, as amended and all Criminal Justice Records as defined under §24-72-302, C.R.S.
- I. **“CORA”** means the Colorado Open Records Act, §§24-72-200.1, *et seq.*, C.R.S.
- J. **“Effective Date”** means the date on which this Agreement is approved and signed by the Colorado State Controller or designee, as shown on the Signature for this Agreement.
- K. **“End of Term Extension”** means the time period defined in §2.D2.D.
- L. **“Exhibits”** means the exhibits and attachments included with this Agreement as shown on the Cover Page for this Agreement.
- M. **“Extension Term”** means the time period defined in §2.C.
- N. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement Agreement, under the Federal Acquisition Regulations or by a formula or block grant, by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to an Agreement or payments to an individual that is a beneficiary of a Federal program.
- O. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. The US Department of the Treasury is the Federal Awarding Agency for the Federal Award, which is the subject of this Agreement.

- P. **“Goods”** means any movable material acquired, produced, or delivered by Grantee as set forth in this Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.
- Q. **“Grant Funds”** means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Agreement.
- R. **“Incident”** means any accidental or deliberate event that results in or constitutes an imminent threat of the unauthorized access, loss, disclosure, modification, disruption, or destruction of any communications or information resources of the State, which are included as part of the Work, as described in §§24-37.5-401, *et seq.* C.R.S. Incidents include, without limitation, (i) successful attempts to gain unauthorized access to a State system or State Records regardless of where such information is located; (ii) unwanted disruption or denial of service; (iii) the unauthorized use of a State system for the processing or storage of data; or (iv) changes to State system hardware, firmware, or software characteristics without the State’s knowledge, instruction, or consent.
- S. **“Initial Term”** means the time period defined in §2.B2.B.
- T. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- U. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- V. **“PCI”** means payment card information including any data related to credit card holders’ names, credit card numbers, or other credit card information as may be protected by state or federal law.
- W. **“PII”** means personally identifiable information including, without limitation, any information maintained by the State about an individual that can be used to distinguish or trace an individual’s identity, such as name, social security number, date and place of birth, mother’s maiden name, or biometric records; and any other information that is linked or linkable to an individual, such as medical, educational, financial, and employment information. PII includes, but is not limited to, all information defined as personally identifiable information in §§24-72-501 and 24-73-101, C.R.S.
- X. **“PHI”** means any protected health information, including, without limitation any information whether oral or recorded in any form or medium: **(i)** that relates to the past, present, or future physical or mental condition of an individual; the provision of health care to an individual; or the past, present, or future payment for the provision of health care to an individual; and **(ii)** that identifies the individual or with respect to which there is a reasonable basis to believe the information can be used to identify the individual. PHI includes, but is not limited to, any information defined as Individually Identifiable Health Information by the federal Health Insurance Portability and Accountability Act.
- Y. **“Recipient”** means the State agency shown on the Signature and Cover Page of this Agreement, for the purposes of this Federal Award.
- Z. **“Services”** means the services to be performed by Grantee as set forth in this Agreement, and shall include any services to be rendered by Grantee in connection with the Goods.
- AA. **“State Confidential Information”** means any and all State Records not subject to disclosure under CORA. State Confidential Information shall include, but is not limited to, PII, PHI, PCI, Tax Information, CJI, and State personnel records not subject to disclosure under CORA. State Confidential Information shall not include information or data concerning

individuals that is not deemed confidential but nevertheless belongs to the State, which has been communicated, furnished, or disclosed by the State to Grantee which (i) is subject to disclosure pursuant to CORA; (ii) is already known to Grantee without restrictions at the time of its disclosure to Grantee; (iii) is or subsequently becomes publicly available without breach of any obligation owed by Grantee to the State; (iv) is disclosed to Grantee, without confidentiality obligations, by a third party who has the right to disclose such information; or (v) was independently developed without reliance on any State Confidential Information.

- BB. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- CC. **“State Fiscal Year”** means a 12-month period beginning on July 1 of each calendar year and ending on June 30 of the following calendar year. If a single calendar year follows the term, then it means the State Fiscal Year ending in that calendar year.
- DD. **“State Records”** means any and all State data, information, and records, regardless of physical form, including, but not limited to, information subject to disclosure under CORA.
- EE. **“Subcontractor”** means third parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees of grant funds.
- FF. **“Subrecipient”** means a non-Federal entity that receives a sub-award from a Recipient to carry out part of a Federal program, but does not include an individual that is a beneficiary of such program. A Subrecipient may also be a recipient of other Federal Awards directly from a Federal Awarding Agency. For the purposes of this Agreement, Grantee is a Subrecipient.
- GG. **“Tax Information”** means federal and State of Colorado tax information including, without limitation, federal and State tax returns, return information, and such other tax-related information as may be protected by federal and State law and regulation. Tax Information includes, but is not limited to all information defined as federal tax information in Internal Revenue Service Publication 1075.
- HH. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards.
- II. **“Work”** means the Goods delivered and Services performed pursuant to this Agreement.
- JJ. **“Work Product”** means the tangible and intangible results of the Work, whether finished or unfinished, including drafts. Work Product includes, but is not limited to, documents, text, software (including source code), research, reports, proposals, specifications, plans, notes, studies, data, images, photographs, negatives, pictures, drawings, designs, models, surveys, maps, materials, ideas, concepts, know-how, information, and any other results of the Work. “Work Product” does not include any material that was developed prior to the Effective Date that is used, without modification, in the performance of the Work.

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

4. STATEMENT OF WORK

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

5. PAYMENTS TO GRANTEE

A. Maximum Amount

Payments to Grantee are limited to the unpaid, obligated balance of the Grant Funds. The State shall not pay Grantee any amount under this Agreement that exceeds the Agreement Maximum for each State Fiscal Year shown on the Cover Page of this Agreement.

B. Payment Procedures

i. Invoices and Payment

- a. The State shall pay Grantee in the amounts and in accordance with the schedule and other conditions set forth in Exhibit A.
- b. Grantee shall initiate payment requests by invoice to the State, in a form and manner approved by the State.
- c. The State shall pay each invoice within 45 days following the State's receipt of that invoice, so long as the amount invoiced correctly represents Work completed by Grantee and previously accepted by the State during the term that the invoice covers. If the State determines that the amount of any invoice is not correct, then Grantee shall make all changes necessary to correct that invoice.
- d. The acceptance of an invoice shall not constitute acceptance of any Work performed or deliverables provided under this Agreement.

ii. Interest

Amounts not paid by the State within 45 days of the State's acceptance of the invoice shall bear interest on the unpaid balance beginning on the 45th day at the rate of 1% per month, as required by §24-30-202(24)(a), C.R.S., until paid in full; provided, however, that interest shall not accrue on unpaid amounts that the State disputes in writing. Grantee shall invoice the State separately for accrued interest on delinquent amounts, and the invoice shall reference the delinquent payment, the number of day's interest to be paid and the interest rate.

iii. Payment Disputes

If Grantee disputes any calculation, determination or amount of any payment, Grantee shall notify the State in writing of its dispute within 30 days following the earlier to occur of Grantee's receipt of the payment or notification of the determination or calculation of the payment by the State. The State will review the information presented by Grantee and may make changes to its determination based on this review. The calculation, determination or payment amount that results from the State's review shall not be subject to additional dispute under this subsection. No payment subject to a dispute under this subsection shall be due until after the State has concluded its review, and the State shall not pay any interest on any amount during the period it is subject to dispute under this subsection.

iv. Available Funds-Contingency-Termination

The State is prohibited by law from making commitments beyond the term of the current State Fiscal Year. Payment to Grantee beyond the current State Fiscal Year is contingent on the appropriation and continuing availability of Grant Funds in any subsequent year (as provided in the Colorado Special Provisions). If federal funds or funds from any other non-State funds constitute all or some of the Grant Funds, the State's obligation to pay Grantee shall be contingent upon such non-State funding

continuing to be made available for payment. Payments to be made pursuant to this Agreement shall be made only from Grant Funds, and the State's liability for such payments shall be limited to the amount remaining of such Grant Funds. If State, federal or other funds are not appropriated, or otherwise become unavailable to fund this Agreement, the State may, upon written notice, terminate this Agreement, in whole or in part, without incurring further liability. The State shall, however, remain obligated to pay for Services and Goods that are delivered and accepted prior to the effective date of notice of termination, and this termination shall otherwise be treated as if this Agreement were terminated in the public interest as described in **§2.E**.

v. Federal Recovery

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

C. Matching Funds

Grantee shall provide Matching Funds as provided in **§5.A** and Exhibit A. Grantee shall have raised the full amount of Matching Funds prior to the Effective Date and shall report to the State regarding the status of such funds upon request. Grantee's obligation to pay all or any part of any matching funds, whether direct or contingent, only extend to funds duly and lawfully appropriated for the purposes of this Agreement by the authorized representatives of Grantee and paid into Grantee's treasury or bank account. Grantee represents to the State that the amount designated "Grantee's Matching Funds" in Exhibit A has been legally appropriated for the purposes of this Agreement by its authorized representatives and paid into its treasury or bank account. Grantee does not by this Agreement irrevocably pledge present cash reserves for payments in future fiscal years, and this Agreement is not intended to create a multiple-fiscal year debt of Grantee. Grantee shall not pay or be liable for any claimed interest, late charges, fees, taxes or penalties of any nature, except as required by Grantee's laws or policies.

D. Reimbursement of Grantee Costs

The State shall reimburse Grantee's allowable costs, not exceeding the maximum total amount described in Exhibit A and **§5.A** for all allowable costs described in this Grant and shown in the Budget, except that Grantee may adjust the amounts between each line item of the Budget without formal modification to this Agreement with written approval from the State. The change shall not modify the total maximum amount of this Agreement, the maximum amount for any State fiscal year, or modify any requirements of the Work. The State shall reimburse Grantee for the federal share of properly documented allowable costs related to the Work after review and approval thereof, subject to the provisions of this Agreement and Exhibit A. However, any costs incurred by Grantee prior to the Effective Date shall not be reimbursed absent specific allowance of pre-award costs and indication that the Federal Award funding is retroactive. Grantee's costs for Work performed after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement, or after any phase performance period end date for a respective phase of the Work, shall not be reimbursable. The State shall only reimburse allowable costs described in this Agreement and shown in the Budget if those costs are:

- i. Reasonable and necessary to accomplish the Work and for the Goods and Services provided; and

- ii. Equal to the actual net cost to Grantee (i.e. the price paid minus any items of value received by Grantee that reduce the cost actually incurred).

E. Close-Out

Grantee shall close out this Award within 45 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement. To complete closeout, Grantee shall submit to the State all deliverables (including documentation) as defined in this Agreement and Grantee's final reimbursement request or invoice. The State will withhold 5% of allowable costs until all final documentation has been submitted and accepted by the State as substantially complete. If the Federal Awarding Agency has not closed this Federal Award within one year and 90 days after the Fund Expenditure End Date shown on the Signature and Cover Page for this Agreement due to Grantee's failure to submit required documentation, then Grantee may be prohibited from applying for new Federal Awards through the State until such documentation is submitted and accepted.

6. REPORTING – NOTIFICATION

A. Quarterly Reports

In addition to any reports required pursuant to §16 or pursuant to any other Exhibit, for any Agreement having a term longer than three months, Grantee shall submit, on a quarterly basis, a written report specifying progress made for each specified performance measure and standard in this Agreement. Such progress report shall be in accordance with the procedures developed and prescribed by the State. Progress reports shall be submitted to the State not later than ten Business Days following the end of each calendar quarter or at such time as otherwise specified by the State.

B. Litigation Reporting

If Grantee is served with a pleading or other document in connection with an action before a court or other administrative decision making body, and such pleading or document relates to this Agreement or may affect Grantee's ability to perform its obligations under this Agreement, Grantee shall, within ten days after being served, notify the State of such action and deliver copies of such pleading or document to the State's Principal Representative identified on the Cover Page for this Agreement.

C. Performance and Final Status

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

D. Violations Reporting

Grantee shall disclose, in a timely manner, in writing to the State and the Federal Awarding Agency, all violations of federal or State criminal law involving fraud, bribery, or gratuity violations potentially affecting the Federal Award. The State or the Federal Awarding Agency may impose any penalties for noncompliance allowed under 2 CFR Part 180 and 31 U.S.C. 3321, which may include, without limitation, suspension or debarment.

7. GRANTEE RECORDS

A. Maintenance

Grantee shall make, keep, maintain, and allow inspection and monitoring by the State of a complete file of all records, documents, communications, notes and other written materials, electronic media files, and communications, pertaining in any manner to the Work or the delivery of Services (including, but not limited to the operation of programs) or Goods hereunder. Grantee shall maintain such records for a period (the "Record Retention Period") of five years following the date of submission to the State of the final expenditure report, or if this Award is renewed quarterly or annually, from the date of the submission of each quarterly or annual report, respectively. If any litigation, claim, or audit related to this Award starts before expiration of the Record Retention Period, the Record Retention Period shall extend until all litigation, claims, or audit findings have been resolved and final action taken by the State or Federal Awarding Agency. The Federal Awarding Agency, a cognizant agency for audit, oversight or indirect costs, and the State, may notify Grantee in writing that the Record Retention Period shall be extended. For records for real property and equipment, the Record Retention Period shall extend three years following final disposition of such property.

B. Inspection

Grantee shall permit the State, the federal government, and any other duly authorized agent of a governmental agency to audit, inspect, examine, excerpt, copy and transcribe Grantee Records during the Record Retention Period. Grantee shall make Grantee Records available during normal business hours at Grantee's office or place of business, or at other mutually agreed upon times or locations, upon no fewer than two Business Days' notice from the State, unless the State determines that a shorter period of notice, or no notice, is necessary to protect the interests of the State.

C. Monitoring

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

D. Final Audit Report

Grantee shall promptly submit to the State a copy of any final audit report of an audit performed on Grantee's records that relates to or affects this Agreement or the Work, whether the audit is conducted by Grantee or a third party. Additionally, if Grantee is required to perform a single audit under 2 CFR 200.501, *et seq.*, then Grantee shall submit a copy of the results of that audit to the State within the same timelines as the submission to the federal government.

8. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall keep confidential, and cause all Subcontractors to keep confidential, all State Records, unless those State Records are publicly available. Grantee shall not, without prior written approval of the State, use, publish, copy, disclose to any third party, or permit the use

by any third party of any State Records, except as otherwise stated in this Agreement, permitted by law or approved in writing by the State. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security and all applicable laws, rules, policies, publications, and guidelines. If Grantee or any of its Subcontractors will or may receive the following types of data, Grantee or its Subcontractors shall provide for the security of such data according to the following: **(i)** the most recently promulgated IRS Publication 1075 for all Tax Information and in accordance with the Safeguarding Requirements for Federal Tax Information attached to this Agreement as an Exhibit, if applicable; **(ii)** the most recently updated PCI Data Security Standard from the PCI Security Standards Council for all PCI; **(iii)** the most recently issued version of the U.S. Department of Justice, Federal Bureau of Investigation, Criminal Justice Information Services Security Policy for all CJ; and **(iv)** the federal Health Insurance Portability and Accountability Act for all PHI and the HIPAA Business Associate Agreement attached to this Agreement, if applicable. Grantee shall immediately forward any request or demand for State Records to the State's Principal Representative.

B. Other Entity Access and Nondisclosure Agreements

Grantee may provide State Records to its agents, employees, assigns and Subcontractors as necessary to perform the Work, but shall restrict access to State Confidential Information to those agents, employees, assigns and Subcontractors who require access to perform their obligations under this Agreement. Grantee shall ensure all such agents, employees, assigns, and Subcontractors sign agreements containing nondisclosure provisions at least as protective as those in this Agreement, and that the nondisclosure provisions are in force at all times the agent, employee, assign or Subcontractor has access to any State Confidential Information. Grantee shall provide copies of those signed nondisclosure provisions to the State upon execution of the nondisclosure provisions.

C. Use, Security, and Retention

Grantee shall use, hold and maintain State Confidential Information in compliance with any and all applicable laws and regulations in facilities located within the United States, and shall maintain a secure environment that ensures confidentiality of all State Confidential Information wherever located. Grantee shall provide the State with access, subject to Grantee's reasonable security requirements, for purposes of inspecting and monitoring access and use of State Confidential Information and evaluating security control effectiveness. Upon the expiration or termination of this Agreement, Grantee shall return State Records provided to Grantee or destroy such State Records and certify to the State that it has done so, as directed by the State. If Grantee is prevented by law or regulation from returning or destroying State Confidential Information, Grantee warrants it will guarantee the confidentiality of, and cease to use, such State Confidential Information.

D. Incident Notice and Remediation

If Grantee becomes aware of any Incident, it shall notify the State immediately and cooperate with the State regarding recovery, remediation, and the necessity to involve law enforcement, as determined by the State. Unless Grantee can establish that none of Grantee or any of its agents, employees, assigns or Subcontractors are the cause or source of the Incident, Grantee shall be responsible for the cost of notifying each person who may have been impacted by the Incident. After an Incident, Grantee shall take steps to reduce the risk of incurring a similar type of Incident in the future as directed by the State, which may include, but is not limited to, developing and implementing a remediation plan that is approved by the State at

no additional cost to the State. The State may adjust or direct modifications to this plan, in its sole discretion and Grantee shall make all modifications as directed by the State. If Grantee cannot produce its analysis and plan within the allotted time, the State, in its sole discretion, may perform such analysis and produce a remediation plan, and Grantee shall reimburse the State for the reasonable costs thereof.

E. **Safeguarding PII**

If Grantee or any of its Subcontractors will or may receive PII under this Agreement, Grantee shall provide for the security of such PII, in a manner and form acceptable to the State, including, without limitation, State non-disclosure requirements, use of appropriate technology, security practices, computer access security, data access security, data storage encryption, data transmission encryption, security inspections, and audits. Grantee shall be a “Third-Party Service Provider” as defined in §24-73-103(1)(i), C.R.S. and shall maintain security procedures and practices consistent with §§24-73-101 *et seq.*, C.R.S.

9. **CONFLICTS OF INTEREST**

A. **Actual Conflicts of Interest**

Grantee shall not engage in any business or activities, or maintain any relationships that conflict in any way with the full performance of the obligations of Grantee under this Agreement. Such a conflict of interest would arise when a Grantee or Subcontractor’s employee, officer or agent were to offer or provide any tangible personal benefit to an employee of the State, or any member of his or her immediate family or his or her partner, related to the award of, entry into or management or oversight of this Agreement.

B. **Apparent Conflicts of Interest**

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

C. **Disclosure to the State**

If a conflict or the appearance of a conflict arises, or if Grantee is uncertain whether a conflict or the appearance of a conflict has arisen, Grantee shall submit to the State a disclosure statement setting forth the relevant details for the State’s consideration. Failure to promptly submit a disclosure statement or to follow the State’s direction in regard to the actual or apparent conflict constitutes a breach of this Agreement.

10. **INSURANCE**

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

A. **Workers’ Compensation**

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

B. **General Liability**

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

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

C. Automobile Liability

Automobile liability insurance covering any auto (including owned, hired and non-owned autos) with a minimum limit of \$1,000,000 each accident combined single limit.

D. Cyber/Network Security and Privacy Liability

Liability insurance covering civil, regulatory, and statutory damages, contractual damages, data breach management exposure, and any loss of income or extra expense as a result of actual or alleged breach, violation, or infringement of right to privacy, consumer data protection law, confidentiality or other legal protection for personal information, as well as State Confidential Information with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$2,000,000 general aggregate.

E. Professional Liability Insurance

Professional liability insurance covering any damages caused by an error, omission or any negligent act with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

F. Crime Insurance

Crime insurance including employee dishonesty coverage with minimum limits as follows:

- i. \$1,000,000 each occurrence; and
- ii. \$1,000,000 general aggregate.

G. Additional Insured

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

H. Primacy of Coverage

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

I. Cancellation

All commercial insurance policies shall include provisions preventing cancellation or non-renewal, except for cancellation based on non-payment of premiums, without at least 30 days

prior notice to Grantee and Grantee shall forward such notice to the State in accordance with §14 within seven days of Grantee's receipt of such notice.

J. Subrogation Waiver

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

K. Public Entities

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

L. Certificates

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

11. BREACH OF AGREEMENT

In the event of a Breach of Agreement, the aggrieved Party shall give written notice of Breach of Agreement to the other Party. If the notified Party does not cure the breach, at its sole expense, within 30 days after the delivery of written notice, the Party may exercise any of the remedies as described in §12 for that Party. Notwithstanding any provision of this Agreement to the contrary, the State, in its discretion, need not provide notice or a cure period and may immediately terminate this Agreement in whole or in part or institute any other remedy in this Agreement in order to protect the public interest of the State; or if Grantee is debarred or suspended under §24-109-105, C.R.S., the State, in its discretion, need not provide notice or cure period and may terminate this Agreement in whole or in part or institute any other remedy in this Agreement as of the date that the debarment or suspension takes effect.

12. REMEDIES

A. State's Remedies

If Grantee is in breach under any provision of this Agreement and fails to cure such breach, the State, following the notice and cure period set forth in **§11**, shall have all of the remedies listed in this section in addition to all other remedies set forth in this Agreement or at law. The State may exercise any or all of the remedies available to it, in its discretion, concurrently or consecutively.

i. Termination for Breach

In the event of Grantee's uncured breach, the State may terminate this entire Agreement or any part of this Agreement. Additionally, if Grantee fails to comply with any terms of the Federal Award, then the State may, in its discretion or at the direction of a Federal Awarding Agency, terminate this entire Agreement or any part of this Agreement. Grantee shall continue performance of this Agreement to the extent not terminated, if any.

a. Obligations and Rights

To the extent specified in any termination notice, Grantee shall not incur further obligations or render further performance past the effective date of such notice, and shall terminate outstanding orders and Subcontractors with third parties. However, Grantee shall complete and deliver to the State all Work not cancelled by the termination notice, and may incur obligations as necessary to do so within this Agreement's terms. At the request of the State, Grantee shall assign to the State all of Grantee's rights, title, and interest in and to such terminated orders or Subcontractors. Upon termination, Grantee shall take timely, reasonable and necessary action to protect and preserve property in the possession of Grantee but in which the State has an interest. At the State's request, Grantee shall return materials owned by the State in Grantee's possession at the time of any termination. Grantee shall deliver all completed Work Product and all Work Product that was in the process of completion to the State at the State's request.

b. Payments

Notwithstanding anything to the contrary, the State shall only pay Grantee for accepted Work received as of the date of termination. If, after termination by the State, the State agrees that Grantee was not in breach or that Grantee's action or inaction was excusable, such termination shall be treated as a termination in the public interest, and the rights and obligations of the Parties shall be as if this Agreement had been terminated in the public interest under **§2.E**.

c. Damages and Withholding

Notwithstanding any other remedial action by the State, Grantee shall remain liable to the State for any damages sustained by the State in connection with any breach by Grantee, and the State may withhold payment to Grantee for the purpose of mitigating the State's damages until such time as the exact amount of damages due to the State from Grantee is determined. The State may withhold any amount that may be due Grantee as the State deems necessary to protect the State against loss including, without limitation, loss as a result of outstanding liens and excess costs incurred by the State in procuring from third parties replacement Work as cover.

ii. Remedies Not Involving Termination

The State, in its discretion, may exercise one or more of the following additional remedies:

a. Suspend Performance

Suspend Grantee's performance with respect to all or any portion of the Work pending corrective action as specified by the State without entitling Grantee to an adjustment in price or cost or an adjustment in the performance schedule. Grantee shall promptly cease performing Work and incurring costs in accordance with the State's directive, and the State shall not be liable for costs incurred by Grantee after the suspension of performance.

b. Withhold Payment

Withhold payment to Grantee until Grantee corrects its Work.

c. Deny Payment

Deny payment for Work not performed, or that due to Grantee's actions or inactions, cannot be performed or if they were performed are reasonably of no value to the state; provided, that any denial of payment shall be equal to the value of the obligations not performed.

d. Removal

Demand immediate removal of any of Grantee's employees, agents, or Subcontractors from the Work whom the State deems incompetent, careless, insubordinate, unsuitable, or otherwise unacceptable or whose continued relation to this Agreement is deemed by the State to be contrary to the public interest or the State's best interest.

e. Intellectual Property

If any Work infringes, or if the State in its sole discretion determines that any Work is likely to infringe, a patent, copyright, trademark, trade secret or other intellectual property right, Grantee shall, as approved by the State **(i)** secure that right to use such Work for the State and Grantee; **(ii)** replace the Work with noninfringing Work or modify the Work so that it becomes noninfringing; or, **(iii)** remove any infringing Work and refund the amount paid for such Work to the State.

B. Grantee's Remedies

If the State is in breach of any provision of this Agreement and does not cure such breach, Grantee, following the notice and cure period in **§11** and the dispute resolution process in **§13** shall have all remedies available at law and equity.

13. **DISPUTE RESOLUTION**

A. Initial Resolution

Except as herein specifically provided otherwise, disputes concerning the performance of this Agreement, which cannot be resolved by the designated Agreement representatives shall be referred in writing to a senior departmental management staff member designated by the State and a senior manager designated by Grantee for resolution.

B. Resolution of Controversies

If the initial resolution described in §13.A13.A fails to resolve the dispute within ten Business Days, Grantee shall submit any alleged breach of this Agreement by the State to the Procurement Official of the State Agency named on the Cover Page of this Agreement as described in §24-101-301(30), C.R.S. for resolution following the same resolution of controversies process as described in §§24-106-109, and 24-109-101.1 through 24-109-505, C.R.S. (the “Resolution Statutes”), except that if Grantee wishes to challenge any decision rendered by the Procurement Official, Grantee’s challenge shall be an appeal to the executive director of the Department of Personnel and Administration, or their delegate, in the same manner as described in the Resolution Statutes before Grantee pursues any further action. Except as otherwise stated in this Section, all requirements of the Resolution Statutes shall apply including, without limitation, time limitations regardless of whether the Colorado Procurement Code applies to this Agreement.

14. **NOTICES AND REPRESENTATIVES**

Each individual identified as a Principal Representative on the Cover Page for this Agreement shall be the principal representative of the designating Party. All notices required or permitted to be given under this Agreement shall be in writing, and shall be delivered **(A)** by hand with receipt required, **(B)** by certified or registered mail to such Party’s principal representative at the address set forth below or **(C)** as an email with read receipt requested to the principal representative at the email address, if any, set forth on the Cover Page for this Agreement. If a Party delivers a notice to another through email and the email is undeliverable, then, unless the Party has been provided with an alternate email contact, the Party delivering the notice shall deliver the notice by hand with receipt required or by certified or registered mail to such Party’s principal representative at the address set forth on the Cover Page for this Agreement. Either Party may change its principal representative or principal representative contact information, or may designate specific other individuals to receive certain types of notices in addition to or in lieu of a principal representative, by notice submitted in accordance with this section without a formal amendment to this Agreement. Unless otherwise provided in this Agreement, notices shall be effective upon delivery of the written notice.

15. **RIGHTS IN WORK PRODUCT AND OTHER INFORMATION**

A. Work Product

i. Copyrights

To the extent that the Work Product (or any portion of the Work Product) would not be considered works made for hire under applicable law, Grantee hereby assigns to the State, the entire right, title, and interest in and to copyrights in all Work Product and all works based upon, derived from, or incorporating the Work Product; all copyright applications, registrations, extensions, or renewals relating to all Work Product and all works based upon, derived from, or incorporating the Work Product; and all moral

rights or similar rights with respect to the Work Product throughout the world. To the extent that Grantee cannot make any of the assignments required by this section, Grantee hereby grants to the State a perpetual, irrevocable, royalty-free license to use, modify, copy, publish, display, perform, transfer, distribute, sell, and create derivative works of the Work Product and all works based upon, derived from, or incorporating the Work Product by all means and methods and in any format now known or invented in the future. The State may assign and license its rights under this license.

ii. Patents

In addition, Grantee grants to the State (and to recipients of Work Product distributed by or on behalf of the State) a perpetual, worldwide, no-charge, royalty-free, irrevocable patent license to make, have made, use, distribute, sell, offer for sale, import, transfer, and otherwise utilize, operate, modify and propagate the contents of the Work Product. Such license applies only to those patent claims licensable by Grantee that are necessarily infringed by the Work Product alone, or by the combination of the Work Product with anything else used by the State.

iii. Assignments and Assistance

Whether or not Grantee is under Agreement with the State at the time, Grantee shall execute applications, assignments, and other documents, and shall render all other reasonable assistance requested by the State, to enable the State to secure patents, copyrights, licenses and other intellectual property rights related to the Work Product. The Parties intend the Work Product to be works made for hire. Grantee assigns to the State and its successors and assigns, the entire right, title, and interest in and to all causes of action, either in law or in equity, for past, present, or future infringement of intellectual property rights related to the Work Product and all works based on, derived from, or incorporating the Work Product.

B. Exclusive Property of the State

Except to the extent specifically provided elsewhere in this Agreement, any pre-existing State Records, State software, research, reports, studies, photographs, negatives or other documents, drawings, models, materials, data and information shall be the exclusive property of the State (collectively, "State Materials"). Grantee shall not use, willingly allow, cause or permit Work Product or State Materials to be used for any purpose other than the performance of Grantee's obligations in this Agreement without the prior written consent of the State. Upon termination of this Agreement for any reason, Grantee shall provide all Work Product and State Materials to the State in a form and manner as directed by the State.

C. Exclusive Property of Grantee

Grantee retains the exclusive rights, title, and ownership to any and all pre-existing materials owned or licensed to Grantee including, but not limited to, all pre-existing software, licensed products, associated source code, machine code, text images, audio and/or video, and third-party materials, delivered by Grantee under this Agreement, whether incorporated in a Deliverable or necessary to use a Deliverable (collectively, "Grantee Property"). Grantee Property shall be licensed to the State as set forth in this Agreement or a State approved license agreement: (i) entered into as exhibits to this Agreement, (ii) obtained by the State from the applicable third-party vendor, or (iii) in the case of open source software, the license terms set forth in the applicable open source license agreement.

16. GENERAL PROVISIONS

A. Assignment

Grantee's rights and obligations under this Agreement are personal and may not be transferred or assigned without the prior, written consent of the State. Any attempt at assignment or transfer without such consent shall be void. Any assignment or transfer of Grantee's rights and obligations approved by the State shall be subject to the provisions of this Agreement.

B. Subcontractors

Grantee shall not enter into any subgrant or Subcontract in connection with its obligations under this Agreement without the prior, written approval of the State. Grantee shall submit to the State a copy of each such subgrant or Subcontract upon request by the State. All subgrants and Subcontracts entered into by Grantee in connection with this Agreement shall comply with all applicable federal and state laws and regulations, shall provide that they are governed by the laws of the State of Colorado, and shall be subject to all provisions of this Agreement. If the entity with whom Grantee enters into a Subcontract or subgrant would also be considered a Subrecipient, then the Subcontract or subgrant entered into by Grantee shall also contain provisions permitting both Grantee and the State to perform all monitoring of that Subcontract in accordance with the Uniform Guidance.

C. Binding Effect

Except as otherwise provided in **§17.A**, all provisions of this Agreement, including the benefits and burdens, shall extend to and be binding upon the Parties' respective successors and assigns.

D. Authority

Each Party represents and warrants to the other that the execution and delivery of this Agreement and the performance of such Party's obligations have been duly authorized.

E. Captions and References

The captions and headings in this Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Agreement to sections (whether spelled out or using the § symbol), subsections, exhibits or other attachments, are references to sections, subsections, exhibits or other attachments contained herein or incorporated as a part hereof, unless otherwise noted.

F. Counterparts

This Agreement may be executed in multiple, identical, original counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

G. Entire Understanding

This Agreement represents the complete integration of all understandings between the Parties related to the Work, and all prior representations and understandings related to the Work, oral or written, are merged into this Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

H. Digital Signatures

If any signatory signs this agreement using a digital signature in accordance with the Colorado State Controller Agreement, Grant and Purchase Order Policies regarding the use of digital signatures issued under the State Fiscal Rules, then any agreement or consent to use digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

I. Modification

Except as otherwise provided in this Agreement, any modification to this Agreement shall only be effective if agreed to in a formal amendment to this Agreement, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules. Modifications permitted under this Agreement, other than Agreement amendments, shall conform to the policies issued by the Colorado State Controller.

J. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Agreement to a statute, regulation, State Fiscal Rule, fiscal policy or other authority shall be interpreted to refer to such authority then current, as may have been changed or amended since the Effective Date of this Agreement.

K. External Terms and Conditions

Notwithstanding anything to the contrary herein, the State shall not be subject to any provision included in any terms, conditions, or agreements appearing on Grantee's or a Subcontractor's website or any provision incorporated into any click-through or online agreements related to the Work unless that provision is specifically referenced in this Agreement.

L. Severability

The invalidity or unenforceability of any provision of this Agreement shall not affect the validity or enforceability of any other provision of this Agreement, which shall remain in full force and effect, provided that the Parties can continue to perform their obligations under this Agreement in accordance with the intent of this Agreement.

M. Survival of Certain Agreement Terms

Any provision of this Agreement that imposes an obligation on a Party after termination or expiration of this Agreement shall survive the termination or expiration of this Agreement and shall be enforceable by the other Party.

N. Taxes

The State is exempt from federal excise taxes under I.R.C. Chapter 32 (26 U.S.C., Subtitle D, Ch. 32) (Federal Excise Tax Exemption Certificate of Registry No. 84-730123K) and from State and local government sales and use taxes under §§39-26-704(1), *et seq.*, C.R.S. (Colorado Sales Tax Exemption Identification Number 98-02565). The State shall not be liable for the payment of any excise, sales, or use taxes, regardless of whether any political subdivision of the state imposes such taxes on Grantee. Grantee shall be solely responsible for any exemptions from the collection of excise, sales or use taxes that Grantee may wish to have in place in connection with this Agreement.

O. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described in **§ 17.A**, this Agreement does not and is not intended to confer any rights or remedies upon any person or entity other than the Parties. Enforcement of this Agreement and all rights and obligations hereunder are reserved solely to the Parties. Any services or benefits which third parties receive as a result of this Agreement are incidental to this Agreement, and do not create any rights for such third parties.

P. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Agreement, whether explicit or by lack of enforcement, shall not operate as a waiver, nor shall any single or partial exercise of any right, power, or privilege preclude any other or further exercise of such right, power, or privilege.

Q. CORA Disclosure

To the extent not prohibited by federal law, this Agreement and the performance measures and standards required under §24-106-107, C.R.S., if any, are subject to public release through the CORA.

R. Standard and Manner of Performance

Grantee shall perform its obligations under this Agreement in accordance with the highest standards of care, skill and diligence in Grantee's industry, trade, or profession.

S. Licenses, Permits, and Other Authorizations

Grantee shall secure, prior to the Effective Date, and maintain at all times during the term of this Agreement, at its sole expense, all licenses, certifications, permits, and other authorizations required to perform its obligations under this Agreement, and shall ensure that all employees, agents and Subcontractors secure and maintain at all times during the term of their employment, agency or Subcontractor, all license, certifications, permits and other authorizations required to perform their obligations in relation to this Agreement.

T. Indemnification

i. General Indemnification

Grantee shall indemnify, save, and hold harmless the State, its employees, agents and assignees (the "Indemnified Parties"), against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to any act or omission by Grantee, or its employees, agents, Subcontractors, or assignees in connection with this Agreement.

ii. Confidential Information Indemnification

Disclosure or use of State Confidential Information by Grantee in violation of **§8** may be cause for legal action by third parties against Grantee, the State, or their respective agents. Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all claims, damages, liabilities, losses, costs, expenses (including attorneys' fees and costs) incurred by the State in relation to any act or omission by Grantee, or its employees, agents, assigns, or Subcontractors in violation of **§8**.

iii. Intellectual Property Indemnification

Grantee shall indemnify, save, and hold harmless the Indemnified Parties, against any and all costs, expenses, claims, damages, liabilities, and other amounts (including attorneys' fees and costs) incurred by the Indemnified Parties in relation to any claim that any Work infringes a patent, copyright, trademark, trade secret, or any other intellectual property right.

U. Compliance with State and Federal Law, Regulations, and Executive Orders

Grantee shall comply with all State and Federal law, regulations, executive orders, State and Federal Awarding Agency policies, procedures, directives, and reporting requirements at all times during the term of this Grant.

V. Accessibility

- i. Grantee shall comply with and the Work Product provided under this Agreement shall be in compliance with all applicable provisions of §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability, as established by the Governor's Office of Information Technology (OIT), pursuant to Section §24-85-103 (2.5), C.R.S. Grantee shall also comply with all State of Colorado technology standards related to technology accessibility and with Level AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.
- ii. Grantee shall indemnify, save, and hold harmless the Indemnified Parties against any and all costs, expenses, claims, damages, liabilities, court awards and other amounts (including attorneys' fees and related costs) incurred by any of the Indemnified Parties in relation to Grantee's failure to comply with §§24-85-101, *et seq.*, C.R.S., or the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.
- iii. The State may require Grantee's compliance to the State's Accessibility Standards to be determined by a third party selected by the State to attest to Grantee's Work Product and software is in compliance with §§24-85-101, *et seq.*, C.R.S., and the Accessibility Standards for Individuals with a Disability as established by OIT pursuant to Section §24-85-103 (2.5), C.R.S.

17. **COLORADO SPECIAL PROVISIONS (COLORADO FISCAL RULE 3-3)**

These Special Provisions apply to all agreements except where noted in italics.

A. **STATUTORY APPROVAL. §24-30-202(1), C.R.S.**

This Agreement shall not be valid until it has been approved by the Colorado State Controller or designee. If this Agreement is for a Major Information Technology Project, as defined in §24-37.5-102(2.6), C.R.S., then this Agreement shall not be valid until it has been approved by the State's Chief Information Officer or designee.

B. **FUND AVAILABILITY. §24-30-202(5.5), C.R.S.**

Financial obligations of the State payable after the current State Fiscal Year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available.

C. **GOVERNMENTAL IMMUNITY.**

Liability for claims for injuries to persons or property arising from the negligence of the State, its departments, boards, commissions committees, bureaus, offices, employees and officials

shall be controlled and limited by the provisions of the Colorado Governmental Immunity Act, §24-10-101, et seq., C.R.S.; the Federal Tort Claims Act, 28 U.S.C. Pt. VI, Ch. 171 and 28 U.S.C. 1346(b), and the State's risk management statutes, §§24-30-1501, et seq. C.R.S. No term or condition of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, protections, or other provisions, contained in these statutes.

D. INDEPENDENT CONTRACTOR.

Grantee shall perform its duties hereunder as an independent contractor, and not as an employee. Neither Grantee nor any agent or employee of Grantee shall be deemed to be an agent or employee of the State. Grantee shall not have authorization, express or implied, to bind the State to any agreement, liability or understanding, except as expressly set forth herein. **Grantee and its employees and agents are not entitled to unemployment insurance or workers compensation benefits through the State and the State shall not pay for or otherwise provide such coverage for Grantee or any of its agents or employees. Grantee shall pay when due all applicable employment taxes and income taxes and local head taxes incurred pursuant to this Agreement. Grantee shall (i) provide and keep in force workers' compensation and unemployment compensation insurance in the amounts required by law, (ii) provide proof thereof when requested by the State, and (iii) be solely responsible for its acts and those of its employees and agents.**

E. COMPLIANCE WITH LAW.

Grantee shall comply with all applicable federal and State laws, rules, and regulations in effect or hereafter established, including, without limitation, laws applicable to discrimination and unfair employment practices.

F. CHOICE OF LAW, JURISDICTION, AND VENUE.

Colorado law, and rules and regulations issued pursuant thereto, shall be applied in the interpretation, execution, and enforcement of this Agreement. Any provision included or incorporated herein by reference which conflicts with said laws, rules, and regulations shall be null and void. All suits or actions related to this Agreement shall be filed and proceedings held in the State of Colorado and exclusive venue shall be in the City and County of Denver.

G. PROHIBITED TERMS.

Any term included in this Agreement that requires the State to indemnify or hold Grantee harmless; requires the State to agree to binding arbitration; limits Grantee's liability for damages resulting from death, bodily injury, or damage to tangible property; or that conflicts with this provision in any way shall be void ab initio. Nothing in this Agreement shall be construed as a waiver of any provision of §24-106-109 C.R.S.

H. SOFTWARE PIRACY PROHIBITION.

State or other public funds payable under this Agreement shall not be used for the acquisition, operation, or maintenance of computer software in violation of federal copyright laws or applicable licensing restrictions. Grantee hereby certifies and warrants that, during the term of this Agreement and any extensions, Grantee has and shall maintain in place appropriate systems and controls to prevent such improper use of public funds. If the State determines that Grantee is in violation of this provision, the State may exercise any remedy available at law or in equity or under this Agreement, including, without limitation, immediate

termination of this Agreement and any remedy consistent with federal copyright laws or applicable licensing restrictions.

I. EMPLOYEE FINANCIAL INTEREST/CONFLICT OF INTEREST. §§24-18-201 and 24-50-507, C.R.S.

The signatories aver that to their knowledge, no employee of the State has any personal or beneficial interest whatsoever in the service or property described in this Agreement. Grantee has no interest and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of Grantee's services and Grantee shall not employ any person having such known interests.

J. VENDOR OFFSET AND ERRONEOUS PAYMENTS. §§24-30-202(1) and 24-30-202.4, C.R.S.

[Not applicable to intergovernmental agreements] Subject to §24-30-202.4(3.5), C.R.S., the State Controller may withhold payment under the State's vendor offset intercept system for debts owed to State agencies for: **(i)** unpaid child support debts or child support arrearages; **(ii)** unpaid balances of tax, accrued interest, or other charges specified in §§39-21-101, *et seq.*, C.R.S.; **(iii)** unpaid loans due to the Student Loan Division of the Department of Higher Education; **(iv)** amounts required to be paid to the Unemployment Compensation Fund; and **(v)** other unpaid debts owing to the State as a result of final agency determination or judicial action. The State may also recover, at the State's discretion, payments made to Grantee in error for any reason, including, but not limited to, overpayments or improper payments, and unexpended or excess funds received by Grantee by deduction from subsequent payments under this Agreement, deduction from any payment due under any other Agreements, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

EXHIBIT A, STATEMENT OF WORK
2023 State MMOF Program Award
Pueblo Area Council of Governments MPO
2023 Travel Modeling

- **Subrecipient's unique entity identifiers** (provide **both** the DUNS and the SAMs UEI which is effective after 4/1/22): DUNS
 - DUNS: 84-1327303
 - SAM UEI: D57UDNFVRBL5
- Subawardee Name (as listed with DUNS account):
 - Pueblo Area Council of Governments
- Subawardee Address (as listed with DUNS account):
 - 229 West 12th Street, Pueblo, CO 81003
- **Amount of Subaward** (federal only): \$200,000
- Subaward Obligation/Action Date:
- **Subawardee Principal Place of Performance**: Pueblo County, Colorado
- Subaward Number (i.e., the entity's unique identifier):
- CFDA number: 20.205

Project Manager:

Eva Cosyleon
Metropolitan Planning Organization Manager
211 E. D Street
Pueblo, CO 81003
719-553-2248
ecosyleon@pueblo.us

Scope of Work:

The PACOG/MPO maintains a four-step travel demand model in TransCAD and will begin updating the model in 2023. This will include updating the current base year of 2020 as the baseline for Greenhouse Gas Model as well as developing a new base year of 2023 and modeling out to 2050. In addition to the standard update process of incorporating newer data on traffic counts, road network, land-use, and other model inputs, the model update includes other modeling requirements for plan updates to meet the Greenhouse Gas (GHG) Standard for Transportation Planning. These improvements may include the following:

- **Addition of Transit Fixed-Route Services and Multimodal network to model-** Integration of fixed-route transit and the existing multimodal network. Model will change from a mode-split model to a mode-choice model to reflect these choices.
- **Population Synthesizer-** Integration of population synthesizer, such as that used in the state model, in PACOG model with enhanced demographic sensitivity (i.e., age and gender variables)
- **Disaggregate Land Use and Demographic Depiction / Effects on Trip Generation:** This task would use additional capabilities from the population synthesizer to develop a disaggregate trip generation model that considers a wider set of variables for trip production, which may include age, employment status, auto ownership, and household type.
- **Trip Generation (or Equivalent) Sensitivity to Accessibility:** This task explores the notion of induced demand in Pueblo County and incorporates induced demand into the model, as appropriate.
- **Training on Model Enhancements:** This task would train PACOG/MPO staff on the new functionalities added to the travel model.
- **Assistance with the GHG Transportation Report:** Components of this report are described in the CDOT Modeling Requirements for Plan Updates to Meet Greenhouse Gas Standards memo.
- **Model calibration and validation, use of the standard data sources, and thorough documentation of model estimation, calibration, validation and operations:** All of these are requirements as part of the model development.

Estimated Costs

Travel Demand Model (TDM) Tasks	Cost
Model Update & Improvements:	\$200,000
Adding transit and multi-model network	
TDM/MOVES iterative process	
Integrating Population Synthesizer	
Disaggregate Trip Generation	
Training on Model Enhancements	
Total Cost	\$200,000

Budget

- **\$200,000 – MMOF Federal Recovery (ARPA), State MMOF Program**
- **No match requirement**

EXHIBIT B, SAMPLE OPTION LETTER

State Agency Insert Department's or IHE's Full Legal Name	Option Letter Number Insert the Option Number (e.g. "1" for the first option)
Grantee Insert Grantee's Full Legal Name, including "Inc.", "LLC", etc...	Original Agreement Number Insert CMS number or Other Agreement Number of the Original Agreement
Current Agreement Maximum Amount Initial Term State Fiscal Year 20xx \$0.00 Extension Terms State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 State Fiscal Year 20xx \$0.00 Total for All State Fiscal Years \$0.00	Option Agreement Number Insert CMS number or Other Agreement Number of this Option Agreement Performance Beginning Date Month Day, Year Current Agreement Expiration Date Month Day, Year

1. **OPTIONS:**

- A. Option to extend for an Extension Term
- B. Option to change the quantity of Goods under the Agreement
- C. Option to change the quantity of Services under the Agreement
- D. Option to modify Agreement rates
- E. Option to initiate next phase of the Agreement

2. **REQUIRED PROVISIONS:**

- A. **For use with Option 1(A):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option for an additional term, beginning Insert start date and ending on the current Agreement expiration date shown above, at the rates stated in the Original Agreement, as amended.
- B. **For use with Options 1(B and C):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to Increase/Decrease the quantity of the Goods/Services or both at the rates stated in the Original Agreement, as amended.
- C. **For use with Option 1(D):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to modify the Agreement rates specified in Exhibit/Section Number/Letter. The Agreement rates attached to this Option Letter replace the rates in the Original Agreement as of the Option Effective Date of this Option Letter.
- D. **For use with Option 1(E):** In accordance with Section(s) Number of the Original Agreement referenced above, the State hereby exercises its option to initiate Phase indicate which Phase: 2, 3, 4, etc, which shall begin on Insert start date and end on Insert ending date at the cost/price specified in Section Number.
- E. **For use with all Options that modify the Agreement Maximum Amount:** The Agreement Maximum Amount table on the Agreement's Signature and Cover Page is hereby deleted and replaced with the Current Agreement Maximum Amount table shown above.

3. **OPTION EFFECTIVE DATE:**

- A. The effective date of this Option Letter is upon approval of the State Controller or _____, whichever is later.

STATE OF COLORADO Jared S. Polis, Governor INSERT-Name of Agency or IHE INSERT-Name & Title of Head of Agency or IHE By: Name & Title of Person Signing for Agency or IHE Date: _____	In accordance with §24-30-202, C.R.S., this Option is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Name of Agency or IHE Delegate-Please delete if agreement will be routed to OSC for approval Option Effective Date: _____
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EXHIBIT C, BUDGET

1. BUDGET BY US TREASURY EXPENDITURE CATEGORY

1.1 Expenditure Categories identified in Exhibit C will determine what is reported on as outlined in Exhibits D-G.

Project Number	Project Title	US Treasury Expenditure Category Number and Name	Budget
Total			

2. BUDGET BY FUNCTION

Intentionally left blank July, /2022.

3. EXPENDITURE CATEGORY MODIFICATIONS

- 3.1 Increases or decreases in any Expenditure Category must be requested and approved by the State Agency by using the SLFRF Expenditure Modification Form. This form can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab).

Exhibit D, Federal Provisions

1. APPLICABILITY OF PROVISIONS.

- 1.1. The Grant to which these Federal Provisions are attached has been funded, in whole or in part, with an Award of Federal funds. In the event of a conflict between the provisions of these Federal Provisions, the Special Provisions, the body of the Grant, or any attachments or exhibits incorporated into and made a part of the Grant, the provisions of these Federal Provisions shall control.
- 1.2. The State of Colorado is accountable to Treasury for oversight of their subrecipients, including ensuring their subrecipients comply with the SLFRF statute, SLFRF Award Terms and Conditions, Treasury's Final Rule, and reporting requirements, as applicable.
- 1.3. Additionally, any subrecipient that issues a subaward to another entity (2nd tier subrecipient), must hold the 2nd tier subrecipient accountable to these provisions and adhere to reporting requirements.
- 1.4. These Federal Provisions are subject to the Award as defined in §2 of these Federal Provisions, as may be revised pursuant to ongoing guidance from the relevant Federal or State of Colorado agency or institutions of higher education.

2. DEFINITIONS.

- 2.1. For the purposes of these Federal Provisions, the following terms shall have the meanings ascribed to them below.
 - 2.1.1. "Award" means an award of Federal financial assistance, and the Grant setting forth the terms and conditions of that financial assistance, that a non-Federal Entity receives or administers.
 - 2.1.2. "Entity" means:
 - 2.1.2.1. a Non-Federal Entity;
 - 2.1.2.2. a foreign public entity;
 - 2.1.2.3. a foreign organization;
 - 2.1.2.4. a non-profit organization;
 - 2.1.2.5. a domestic for-profit organization (for 2 CFR parts 25 and 170 only);
 - 2.1.2.6. a foreign non-profit organization (only for 2 CFR part 170) only);
 - 2.1.2.7. a Federal agency, but only as a Subrecipient under an Award or Subaward to a non-Federal entity (or 2 CFR 200.1); or
 - 2.1.2.8. a foreign for-profit organization (for 2 CFR part 170 only).
 - 2.1.3. "Executive" means an officer, managing partner or any other employee in a management position.
 - 2.1.4. "Expenditure Category (EC)" means the category of eligible uses as defined by the US Department of Treasury in "Appendix 1 of the Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

- 2.1.5. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
- 2.1.6. “Grant” means the Grant to which these Federal Provisions are attached.
- 2.1.7. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
- 2.1.8. “Non-Federal Entity means a State, local government, Indian tribe, institution of higher education, or nonprofit organization that carries out a Federal Award as a Recipient or a Subrecipient.
- 2.1.9. “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
 - 2.1.9.1. Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.9.2. Is not organized primarily for profit; and
 - 2.1.9.3. Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.10. “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.11. “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.12. “Prime Recipient” means the Colorado State agency or institution of higher education identified as the Grantor in the Grant to which these Federal Provisions are attached.
- 2.1.13. “Subaward” means an award by a Prime Recipient to a Subrecipient funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to the Subaward unless the terms and conditions of the Federal Award specifically indicate otherwise in accordance with 2 CFR 200.101. The term does not include payments to a Contractor or payments to an individual that is a beneficiary of a Federal program.
- 2.1.14. “Subrecipient” or “Subgrantee” means a non-Federal Entity (or a Federal agency under an Award or Subaward to a non-Federal Entity) receiving Federal funds through a Prime Recipient to support the performance of the Federal project or program for which the Federal funds were awarded. A Subrecipient is subject to the terms and conditions of the Federal Award to the Prime Recipient, including program compliance requirements. The term does not include an individual who is a beneficiary of a federal program.
- 2.1.15. “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>. “Total Compensation” means the cash and noncash dollar value earned by an Executive during the Prime Recipient’s or Subrecipient’s preceding fiscal year (see 48 CFR 52.204-10, as prescribed in 48 CFR 4.1403(a)) and includes the following:
 - 2.1.15.1. Salary and bonus;
 - 2.1.15.2. Awards of stock, stock options, and stock appreciation rights, using the dollar amount recognized for financial statement reporting purposes with respect to the

fiscal year in accordance with the Statement of Financial Accounting Standards No. 123 (Revised 2005) (FAS 123R), Shared Based Payments;

- 2.1.15.3. Earnings for services under non-equity incentive plans, not including group life, health, hospitalization or medical reimbursement plans that do not discriminate in favor of Executives and are available generally to all salaried employees;
- 2.1.15.4. Change in present value of defined benefit and actuarial pension plans;
- 2.1.15.5. Above-market earnings on deferred compensation which is not tax-qualified;
- 2.1.15.6. Other compensation, if the aggregate value of all such other compensation (e.g., severance, termination payments, value of life insurance paid on behalf of the employee, perquisites or property) for the Executive exceeds \$10,000.
- 2.1.16. “Transparency Act” means the Federal Funding Accountability and Transparency Act of 2006 (Public Law 109-282), as amended by §6202 of Public Law 110-252.
- 2.1.17. “Uniform Guidance” means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards. The terms and conditions of the Uniform Guidance flow down to Awards to Subrecipients unless the Uniform Guidance or the terms and conditions of the Federal Award specifically indicate otherwise.
- 2.1.18. “Unique Entity ID Number” means the twelve-character alphanumeric ID assigned to an entity by SAM.gov to uniquely identify a business entity. Information on UEIs can be found at: sam.gov/content/duns-uei

3. COMPLIANCE.

- 3.1. Grantee shall comply with all applicable provisions of the Transparency Act and the regulations issued pursuant thereto, all applicable provisions of the Uniform Guidance, and all applicable Federal Laws and regulations required by this Federal Award. Any revisions to such provisions or regulations shall automatically become a part of these Federal Provisions, without the necessity of either party executing any further instrument. The State of Colorado, at its discretion, may provide written notification to Grantee of such revisions, but such notice shall not be a condition precedent to the effectiveness of such revisions.
- 3.2. Per US Treasury Final Award requirements, grantee programs or services must not include terms or conditions that undermine efforts to stop COVID-19 or discourage compliance with recommendations and CDC guidelines.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY IDENTIFIER (UEI) REQUIREMENTS.

- 4.1. SAM. Grantee shall maintain the currency of its information in SAM until the Grantee submits the final financial report required under the Award or receives final payment, whichever is later. Grantee shall review and update SAM information at least annually after the initial registration, and more frequently if required by changes in its information.
- 4.2. UEI. Grantee shall provide its UEI number to its Prime Recipient, and shall update Grantee’s information in SAM at least annually after the initial registration, and more frequently if required by changes in Grantee’s information.

5. TOTAL COMPENSATION.

5.1. Grantee shall include Total Compensation in SAM for each of its five most highly compensated Executives for the preceding fiscal year if:

5.1.1. The total Federal funding authorized to date under the Award is \$30,000 or more; and

5.1.2. In the preceding fiscal year, Grantee received:

5.1.2.1. 80% or more of its annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.2. \$30,000,000 or more in annual gross revenues from Federal procurement Agreements and Subcontractors and/or Federal financial assistance Awards or Subawards subject to the Transparency Act; and

5.1.2.3. 5.1.2.3 The public does not have access to information about the compensation of such Executives through periodic reports filed under section 13(a) or 15(d) of the Securities Exchange Act of 1934 (15 U.S.C. 78m(a), 78o(d) or § 6104 of the Internal Revenue Code of 1986.

6. REPORTING.

6.1. If Grantee is a Subrecipient of the Award pursuant to the Transparency Act, Grantee shall report data elements to SAM and to the Prime Recipient as required in this Exhibit. No direct payment shall be made to Grantee for providing any reports required under these Federal Provisions and the cost of producing such reports shall be included in the Grant price. The reporting requirements in this Exhibit are based on guidance from the OMB, and as such are subject to change at any time by OMB. Any such changes shall be automatically incorporated into this Grant and shall become part of Grantee's obligations under this Grant.

7. EFFECTIVE DATE AND DOLLAR THRESHOLD FOR FEDERAL REPORTING.

7.1. Reporting requirements in §8 below apply to new Awards as of October 1, 2010, if the initial award is \$30,000 or more. If the initial Award is below \$30,000 but subsequent Award modifications result in a total Award of \$30,000 or more, the Award is subject to the reporting requirements as of the date the Award exceeds \$30,000. If the initial Award is \$30,000 or more, but funding is subsequently de-obligated such that the total award amount falls below \$30,000, the Award shall continue to be subject to the reporting requirements. If the total award is below \$30,000 no reporting required; if more than \$30,000 and less than \$50,000 then FFATA reporting is required; and, \$50,000 and above SLFRF reporting is required.

7.2. The procurement standards in §9 below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in §11 below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. Grantee shall report as set forth below.

8.1.1. Grantee shall use the SLFRF Subrecipient Quarterly Report Workbook as referenced in Exhibit F to report to the State Agency within ten (10) days following each quarter ended September, December, March and June. Additional information on specific requirements are detailed in the SLFRF Subrecipient Quarterly Report Workbooks and "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov.

EC 1 – Public Health**All Public Health Projects**

- a) Description of structure and objectives
- b) Description of relation to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

COVID-19 Interventions and Mental Health (1.4, 1.11, 1.12, 1.13)

- a) Amount of total project used for evidence-based programs
- b) Evaluation plan description

COVID-19 Small Business Economic Assistance (1.8)

- a) Number of small businesses served

COVID-19 Assistance to Non-Profits (1.9)

- a) Number of non-profits served

COVID-19 Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (1.10)

- a) Sector of employer
- b) Purpose of funds

EC 2 – Negative Economic Impacts**All Negative Economic Impacts Projects**

- a) Description of project structure and objectives
- b) Description of project's response to COVID-19
- c) Identification of impacted and/or disproportionately impacted communities
- d) Amount of total project used for evidence-based programs and description of evaluation plan *(not required for 2.5, 2.8, 2.21-2.24, 2.27-2.29, 2.31, 2.34-2.36)*
- e) Number of workers enrolled in sectoral job training programs
- f) Number of workers completing sectoral job training programs
- g) Number of people participating in summer youth employment programs
- h) Capital Expenditures
 - i. Presence of capital expenditure in project
 - ii. Total projected capital expenditure
 - iii. Type of capital expenditure
 - iv. Written justification
 - v. Labor reporting

Household Assistance (2.1-2.8)

- a) Number of households served
- b) Number of people or households receiving eviction prevention services (2.2 & 2.5 only)
(Federal guidance may change this requirement in July 2022)

- c) Number of affordable housing units preserved or developed (2.2 & 2.5 only) *(Federal guidance may change this requirement in July 2022)*

Healthy Childhood Environments (2.11-2.13)

- a) Number of children served by childcare and early learning *(Federal guidance may change this requirement in July 2022)*
- b) Number of families served by home visiting *(Federal guidance may change this requirement in July 2022)*

Education Assistance (2.14, 2.24-2.27)

- a) National Center for Education Statistics (“NCES”) School ID or NCES District ID
- b) Number of students participating in evidence-based programs *(Federal guidance may change this requirement in July 2022)*

Housing Support (2.15, 2.16, 2.18)

- a) Number of people or households receiving eviction prevention services *(Federal guidance may change this requirement in July 2022)*
- b) Number of affordable housing units preserved or developed *(Federal guidance may change this requirement in July 2022)*

Small Business Economic Assistance (2.29-2.33)

- a) Number of small businesses served

Assistance to Non-Profits (2.34)

- a) Number of non-profits served

Aid to Travel, Tourism, and Hospitality or Other Impacted Industries (2.35-2.36)

- a) Sector of employer
- b) Purpose of funds
- c) If other than travel, tourism and hospitality (2.36) – description of hardship

EC 3 – Public Health – Negative Economic Impact: Public Sector Capacity

Payroll for Public Health and Safety Employees (EC 3.1)

- a) Number of government FTEs responding to COVID-19

Rehiring Public Sector Staff (EC 3.2)

- a) Number of FTEs rehired by governments

EC 4 – Premium Pay

All Premium Pay Projects

- a) List of sectors designated as critical by the chief executive of the jurisdiction, if beyond those listed in the final rule
- b) Numbers of workers served
- c) Employer sector for all subawards to third-party employers
- d) Written narrative justification of how premium pay is responsive to essential work during the public health emergency for non-exempt workers or those making over 150 percent of the state/county’s average annual wage
- e) Number of workers to be served with premium pay in K-12 schools

EC 5 – Infrastructure Projects

All Infrastructure Projects

- a) Projected/actual construction start date (month/year)

- b) Projected/actual initiation of operations date (month/year)
- c) Location (for broadband, geospatial data of locations to be served)
- d) Projects over \$10 million
 - i. Prevailing wage certification or detailed project employment and local impact report
 - ii. Project labor agreement certification or project workforce continuity plan
 - iii. Prioritization of local hires
 - iv. Community benefit agreement description, if applicable

Water and sewer projects (EC 5.1-5.18)

- a) National Pollutant Discharge Elimination System (NPDES) Permit Number (if applicable; for projects aligned with the Clean Water State Revolving Fund)
- b) Public Water System (PWS) ID number (if applicable; for projects aligned with the Drinking Water State Revolving Fund)
- c) Median Household Income of service area
- d) Lowest Quintile Income of the service area

Broadband projects (EC 5.19-5.21)

- a) Confirm that the project is designed to, upon completion, reliably meet or exceed symmetrical 100 Mbps download and upload speeds.
 - i. If the project is not designed to reliably meet or exceed symmetrical 100 Mbps download and upload speeds, explain why not, and
 - ii. Confirm that the project is designed to, upon completion, meet or exceed 100 Mbps download speed and between at least 20 Mbps and 100 Mbps upload speed, and be scalable to a minimum of 100 Mbps download speed and 100 Mbps upload speed.
- b) Additional programmatic data will be required for broadband projects and will be defined in a subsequent version of the US Treasury Reporting Guidance, including, but not limited to (*Federal guidance may change this requirement in July 2022*):
 - i. Number of households (broken out by households on Tribal lands and those not on Tribal lands) that have gained increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, with the number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download and number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload
 - ii. Number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) that have projected increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization, with the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical

upload and download; and number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

- iii. Narrative identifying speeds/pricing tiers to be offered, including the speed/pricing of its affordability offering, technology to be deployed, miles of fiber, cost per mile, cost per passing, number of households (broken out by households on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, number of households with access to minimum speed standard of reliable 100 Mbps symmetrical upload and download, number of households with access to minimum speed standard of reliable 100 Mbps download and 20 Mbps upload, and number of institutions and businesses (broken out by institutions on Tribal lands and those not on Tribal lands) projected to have increased access to broadband meeting the minimum speed standards in areas that previously lacked access to service of at least 25 Mbps download and 3 Mbps upload, in each of the following categories: business, small business, elementary school, secondary school, higher education institution, library, healthcare facility, and public safety organization. Specify the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps symmetrical upload and download; and the number of each type of institution with access to the minimum speed standard of reliable 100 Mbps download and 20 Mbps upload.

All Expenditure Categories

- a) Program income earned and expended to cover eligible project costs

8.1.2. A Subrecipient shall report the following data elements to Prime Recipient no later than five days after the end of the month following the month in which the Subaward was made.

- 8.1.2.1. Subrecipient UEI Number;
- 8.1.2.2. Subrecipient UEI Number if more than one electronic funds transfer (EFT) account;
- 8.1.2.3. Subrecipient parent's organization UEI Number;
- 8.1.2.4. Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
- 8.1.2.5. Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
- 8.1.2.6. Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.

8.1.3. To Prime Recipient. A Subrecipient shall report to its Prime Recipient, the following data elements:

- 8.1.3.1. Subrecipient's UEI Number as registered in SAM.
- 8.1.3.2. Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.
- 8.1.3.3. Narrative identifying methodology for serving disadvantaged communities. See the "Project Demographic Distribution" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. This requirement is applicable to all projects in Expenditure Categories 1 and 2.
- 8.1.3.4. Narrative identifying funds allocated towards evidenced-based interventions and the evidence base. See the "Use of Evidence" section in the "Compliance and Reporting Guidance, State and Local Fiscal Recovery Funds" report available at www.treasury.gov. See section 8.1.1 for relevant Expenditure Categories.
- 8.1.3.5. Narrative describing the structure and objectives of the assistance program and in what manner the aid responds to the public health and negative economic impacts of COVID-19. This requirement is applicable to Expenditure Categories 1 and 2. For aid to travel, tourism, and hospitality or other impacted industries (EC 2.11-2.12), also provide the sector of employer, purpose of funds, and if not travel, tourism and hospitality a description of the pandemic impact on the industry.
- 8.1.3.6. Narrative identifying the sector served and designated as critical to the health and well-being of residents by the chief executive of the jurisdiction and the number of workers expected to be served. For groups of workers (e.g., an operating unit, a classification of worker, etc.) or, to the extent applicable, individual workers, other than those where the eligible worker receiving premium pay is earning (with the premium pay included) below 150 percent of their residing state or county's average annual wage for all occupations, as defined by the Bureau of Labor Statistics Occupational Employment and Wage Statistics, whichever is higher, OR the eligible worker receiving premium pay is not exempt from the Fair Labor Standards Act overtime provisions, include justification of how the premium pay or grant is responsive to workers performing essential work during the public health emergency. This could include a description of the essential workers' duties, health or financial risks faced due to COVID-19 but should not include personally identifiable information. This requirement applies to EC 4.1, and 4.2.
- 8.1.3.7. For infrastructure projects (EC 5) or capital expenditures in any expenditure category, narrative identifying the projected construction start date (month/year), projected initiation of operations date (month/year), and location (for broadband, geospatial location data).
 - 8.1.3.7.1. For projects over \$10 million:
 - 8.1.3.7.1.1. Certification that all laborers and mechanics employed by Contractors and Subcontractors in the performance of such project are paid wages at rates not less than those prevailing, as determined by the U.S. Secretary of Labor in accordance with subchapter IV of chapter 31 of title 40, United States Code (commonly known as the "Davis-Bacon Act"), for the corresponding classes of laborers and mechanics employed on projects of a character similar to the Agreement work in the civil subdivision of the State (or the District

of Columbia) in which the work is to be performed, or by the appropriate State entity pursuant to a corollary State prevailing-wage-in-construction law (commonly known as "baby Davis-Bacon Acts"). If such certification is not provided, a recipient must provide a project employment and local impact report detailing (1) the number of employees of Contractors and sub-contractors working on the project; (2) the number of employees on the project hired directly and hired through a third party; (3) the wages and benefits of workers on the project by classification; and (4) whether those wages are at rates less than those prevailing. Recipients must maintain sufficient records to substantiate this information upon request.

8.1.3.7.1.2. A Subrecipient may provide a certification that a project includes a project labor agreement, meaning a pre-hire collective bargaining agreement consistent with section 8(f) of the National Labor Relations Act (29 U.S.C. 158(f)). If the recipient does not provide such certification, the recipient must provide a project workforce continuity plan, detailing: (1) how the Subrecipient will ensure the project has ready access to a sufficient supply of appropriately skilled and unskilled labor to ensure high-quality construction throughout the life of the project; (2) how the Subrecipient will minimize risks of labor disputes and disruptions that would jeopardize timeliness and cost-effectiveness of the project; and (3) how the Subrecipient will provide a safe and healthy workplace that avoids delays and costs associated with workplace illnesses, injuries, and fatalities; (4) whether workers on the project will receive wages and benefits that will secure an appropriately skilled workforce in the context of the local or regional labor market; and (5) whether the project has completed a project labor agreement.

8.1.3.7.1.3. Whether the project prioritizes local hires.

8.1.3.7.1.4. Whether the project has a Community Benefit Agreement, with a description of any such agreement.

8.1.4. Subrecipient also agrees to comply with any reporting requirements established by the US Treasury, Governor's Office and Office of the State Controller. The State of Colorado may need additional reporting requirements after this agreement is executed. If there are additional reporting requirements, the State will provide notice of such additional reporting requirements via Exhibit G – SLFRF Reporting Modification Form.

9. PROCUREMENT STANDARDS.

9.1. Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and applicable regulations, provided that the procurements conform to applicable Federal law and the standards identified in the Uniform Guidance, including without limitation, 2 CFR 200.318 through 200.327 thereof.

- 9.2. Domestic preference for procurements (2 CFR 200.322). As appropriate and to the extent consistent with law, the non-Federal entity should, to the greatest extent practicable under a Federal award, provide a preference for the purchase, acquisition, or use of goods, products, or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products). The requirements of this section must be included in all subawards including all Agreements and purchase orders for work or products under this award.
- 9.3. Procurement of Recovered Materials. If a Subrecipient is a State Agency or an agency of a political subdivision of the State, its Contractors must comply with section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 CFR part 247, that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds \$10,000 or the value of the quantity acquired during the preceding fiscal year exceeded \$10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

10. ACCESS TO RECORDS.

- 10.1. A Subrecipient shall permit Prime Recipient and its auditors to have access to Subrecipient's records and financial statements as necessary for Recipient to meet the requirements of 2 CFR 200.332 (Requirements for pass-through entities), 2 CFR 200.300 (Statutory and national policy requirements) through 2 CFR 200.309 (Period of performance), and Subpart F-Audit Requirements of the Uniform Guidance.

11. SINGLE AUDIT REQUIREMENTS.

- 11.1. If a Subrecipient expends \$750,000 or more in Federal Awards during the Subrecipient's fiscal year, the Subrecipient shall procure or arrange for a single or program-specific audit conducted for that year in accordance with the provisions of Subpart F-Audit Requirements of the Uniform Guidance, issued pursuant to the Single Audit Act Amendments of 1996, (31 U.S.C. 7501-7507). 2 CFR 200.501.
 - 11.1.1. Election. A Subrecipient shall have a single audit conducted in accordance with Uniform Guidance 2 CFR 200.514 (Scope of audit), except when it elects to have a program-specific audit conducted in accordance with 2 CFR 200.507 (Program-specific audits). The Subrecipient may elect to have a program-specific audit if Subrecipient expends Federal Awards under only one Federal program (excluding research and development) and the Federal program's statutes, regulations, or the terms and conditions of the Federal award do not require a financial statement audit of Prime Recipient. A program-specific audit may not be elected for research and development unless all of the Federal Awards expended were received from Recipient and Recipient approves in advance a program-specific audit.
 - 11.1.2. Exemption. If a Subrecipient expends less than \$750,000 in Federal Awards during its fiscal year, the Subrecipient shall be exempt from Federal audit requirements for that year, except as noted in 2 CFR 200.503 (Relation to other audit requirements), but records shall be available for review or audit by appropriate officials of the Federal agency, the State, and the Government Accountability Office.

- 11.1.3. Subrecipient Compliance Responsibility. A Subrecipient shall procure or otherwise arrange for the audit required by Subpart F of the Uniform Guidance and ensure it is properly performed and submitted when due in accordance with the Uniform Guidance. Subrecipient shall prepare appropriate financial statements, including the schedule of expenditures of Federal awards in accordance with 2 CFR 200.510 (Financial statements) and provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the audit required by Uniform Guidance Subpart F-Audit Requirements.

12. GRANT PROVISIONS FOR SUBRECIPIENT AGREEMENTS.

- 12.1. In addition to other provisions required by the Federal Awarding Agency or the Prime Recipient, Grantees that are Subrecipients shall comply with the following provisions. Subrecipients shall include all of the following applicable provisions in all Subcontractors entered into by it pursuant to this Grant.
- 12.1.1. [Applicable to federally assisted construction Agreements.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all Agreements that meet the definition of “federally assisted construction Agreement” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Agreement Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2. [Applicable to on-site employees working on government-funded construction, alteration and repair projects.] Davis-Bacon Act. Davis-Bacon Act, as amended (40 U.S.C. 3141-3148).
- 12.1.3. Rights to Inventions Made Under a grant or agreement. If the Federal Award meets the definition of “funding agreement” under 37 CFR 401.2 (a) and the Prime Recipient or Subrecipient wishes to enter into an Agreement with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding agreement,” the Prime Recipient or Subrecipient must comply with the requirements of 37 CFR Part 401, “Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Agreements and Cooperative Agreements,” and any implementing regulations issued by the Federal Awarding Agency.
- 12.1.4. Clean Air Act (42 U.S.C. 7401-7671q.) and the Federal Water Pollution Control Act (33 U.S.C. 1251-1387), as amended. Agreements and subgrants of amounts in excess of \$150,000 must contain a provision that requires the non-Federal awardees to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. 7401-7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. 1251-1387). Violations must be reported to the Federal Awarding Agency and the Regional Office of the Environmental Protection Agency (EPA).

- 12.1.5. Debarment and Suspension (Executive Orders 12549 and 12689). A Agreement award (see 2 CFR 180.220) must not be made to parties listed on the government wide exclusions in SAM, in accordance with the OMB guidelines at 2 CFR 180 that implement Executive Orders 12549 (3 CFR part 1986 Comp., p. 189) and 12689 (3 CFR part 1989 Comp., p. 235), “Debarment and Suspension.” SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549.
- 12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal Agreement, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.
- 12.1.7. Never Agreement with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never Agreement with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered Agreements, grants and cooperative agreements that are expected to exceed \$50,000 within the period of performance, are performed outside the United States and its territories, and are in support of a contingency operation in which members of the Armed Forces are actively engaged in hostilities.
- 12.1.8. Prohibition on certain telecommunications and video surveillance services or equipment (2 CFR 200.216). Grantee is prohibited from obligating or expending loan or grant funds on certain telecommunications and video surveillance services or equipment pursuant to 2 CFR 200.216.
- 12.1.9. Title VI of the Civil Rights Act. The Subgrantee, Contractor, Subcontractor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits recipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of Treasury’s Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with “Limited English Proficiency” in any program or activity receiving federal financial assistance, 42 U.S. C. § 2000d et seq., as implemented by the Department of the Treasury’s Title VI regulations, 31 CRF Part 22, and herein incorporated by reference and made part of this Agreement or agreement.

13. CERTIFICATIONS.

- 13.1. Subrecipient Certification. Subrecipient shall sign a “State of Colorado Agreement with Recipient of Federal Recovery Funds” Certification Form in Exhibit E and submit to State Agency with signed grant agreement.

- 13.2. Unless prohibited by Federal statutes or regulations, Prime Recipient may require Subrecipient to submit certifications and representations required by Federal statutes or regulations on an annual basis. 2 CFR 200.208. Submission may be required more frequently if Subrecipient fails to meet a requirement of the Federal award. Subrecipient shall certify in writing to the State at the end of the Award that the project or activity was completed or the level of effort was expended. 2 CFR 200.201(3). If the required level of activity or effort was not carried out, the amount of the Award must be adjusted.

14. EXEMPTIONS.

- 14.1. These Federal Provisions do not apply to an individual who receives an Award as a natural person, unrelated to any business or non-profit organization he or she may own or operate in his or her name.
- 14.2. A Grantee with gross income from all sources of less than \$300,000 in the previous tax year is exempt from the requirements to report Subawards and the Total Compensation of its most highly compensated Executives.

EVENT OF DEFAULT AND TERMINATION.

- 14.3. Failure to comply with these Federal Provisions shall constitute an event of default under the Grant and the State of Colorado may terminate the Grant upon 30 days prior written notice if the default remains uncured five calendar days following the termination of the 30-day notice period. This remedy will be in addition to any other remedy available to the State of Colorado under the Grant, at law or in equity.
- 14.4. Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 14.4.1. By the Federal Awarding Agency or Pass-through Entity, if a Non-Federal Entity fails to comply with the terms and conditions of a Federal Award;
 - 14.4.2. By the Federal awarding agency or Pass-through Entity, to the greatest extent authorized by law, if an award no longer effectuates the program goals or agency priorities;
 - 14.4.3. By the Federal awarding agency or Pass-through Entity with the consent of the Non-Federal Entity, in which case the two parties must agree upon the termination conditions, including the effective date and, in the case of partial termination, the portion to be terminated;
 - 14.4.4. By the Non-Federal Entity upon sending to the Federal Awarding Agency or Pass-through Entity written notification setting forth the reasons for such termination, the effective date, and, in the case of partial termination, the portion to be terminated. However, if the Federal Awarding Agency or Pass-through Entity determines in the case of partial termination that the reduced or modified portion of the Federal Award or Subaward will not accomplish the purposes for which the Federal Award was made, the Federal Awarding Agency or Pass-through Entity may terminate the Federal Award in its entirety; or
 - 14.4.5. By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

Exhibit E, AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS

Section 602(b) of the Social Security Act (the Act), as added by section 9901 of the American Rescue Plan Act (ARPA), Pub. L. No. 117-2 (March 11, 2021), authorizes the Department of the Treasury (Treasury) to make payments to certain Subrecipients from the Coronavirus State Fiscal Recovery Fund. The State of Colorado has signed and certified a separate agreement with Treasury as a condition of receiving such payments from the Treasury. This agreement is between your organization and the State and your organization is signing and certifying the same terms and conditions included in the State's separate agreement with Treasury. Your organization is referred to as a Subrecipient.

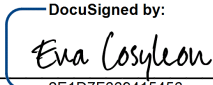
As a condition of your organization receiving federal recovery funds from the State, the authorized representative below hereby (i) certifies that your organization will carry out the activities listed in section 602(c) of the Act and (ii) agrees to the terms attached hereto. Your organization also agrees to use the federal recovery funds as specified in bills passed by the General Assembly and signed by the Governor.

Under penalty of perjury, the undersigned official certifies that the authorized representative has read and understood the organization's obligations in the Assurances of Compliance and Civil Rights Requirements, that any information submitted in conjunction with this assurances document is accurate and complete, and that the organization is in compliance with the nondiscrimination requirements.

Subrecipient Name Pueblo Area Council of Governments

Authorized Representative: Eva Cosyleon

Title: MPO Manager

Signature:  2E1D7F669415456...

AGREEMENT WITH SUBRECIPIENT OF FEDERAL RECOVERY FUNDS TERMS AND CONDITIONS

1. Use of Funds.
 - a. Subrecipient understands and agrees that the funds disbursed under this award may only be used in compliance with section 602(c) of the Social Security Act (the Act) and Treasury's regulations implementing that section and guidance.
 - b. Subrecipient will determine prior to engaging in any project using this assistance that it has the institutional, managerial, and financial capability to ensure proper planning, management, and completion of such project.
2. Period of Performance. The period of performance for this subaward is shown on page one of this Agreement. Subrecipient may use funds to cover eligible costs incurred, as set forth in Treasury's implementing regulations, during this period of performance.
3. Reporting. Subrecipient agrees to comply with any reporting obligations established by Treasury as they relate to this award. Subrecipient also agrees to comply with any reporting requirements established by the Governor's Office and Office of the State Controller. The State will provide notice of such additional reporting requirements via Exhibit G – Reporting Modification Form.
4. Maintenance of and Access to Records
 - a. Subrecipient shall maintain records and financial documents sufficient to evidence compliance with section 602(c), Treasury's regulations implementing that section, and guidance issued by Treasury regarding the foregoing.
 - b. The Treasury Office of Inspector General and the Government Accountability Office, or their authorized representatives, shall have the right of access to records (electronic and otherwise) of Subrecipient in order to conduct audits or other investigations.
 - c. Records shall be maintained by Subrecipient for a period of five (5) years after all funds have been expended or returned to Treasury, whichever is later.
5. Pre-award Costs. Pre-award costs, as defined in 2 C.F.R. § 200.458, may not be paid with funding from this award.
6. Administrative Costs. Subrecipient may use funds provided under this award to cover both direct and indirect costs. Subrecipient shall follow guidance on administrative costs issued by the Governor's Office and Office of the State Controller.
7. Cost Sharing. Cost sharing or matching funds are not required to be provided by Subrecipient.

Conflicts of Interest. The State of Colorado understands and agrees it must maintain a conflict of interest policy consistent with 2 C.F.R. § 200.318(c) and that such conflict of interest policy is applicable to each activity funded under this award. Subrecipient and Contractors must

8. disclose in writing to the Office of the State Controller or the pass-through entity, as appropriate, any potential conflict of interest affecting the awarded funds in accordance with 2 C.F.R. § 200.112. The Office of the State Controller shall disclose such conflict to Treasury.

9. Compliance with Applicable Law and Regulations.

a. Subrecipient agrees to comply with the requirements of section 602 of the Act, regulations adopted by Treasury pursuant to section 602(f) of the Act, and guidance issued by Treasury regarding the foregoing. Subrecipient also agrees to comply with all other applicable federal statutes, regulations, and executive orders, and Subrecipient shall provide for such compliance by other parties in any agreements it enters into with other parties relating to this award.

b. Federal regulations applicable to this award include, without limitation, the following:

- i. Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 C.F.R. Part 200, other than such provisions as Treasury may determine are inapplicable to this Award and subject to such exceptions as may be otherwise provided by Treasury. Subpart F – Audit Requirements of the Uniform Guidance, implementing the Single Audit Act, shall apply to this award.
- ii. Universal Identifier and System for Award Management (SAM), 2 C.F.R. Part 25, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 25 is hereby incorporated by reference.
- iii. Reporting Subaward and Executive Compensation Information, 2 C.F.R. Part 170, pursuant to which the award term set forth in Appendix A to 2 C.F.R. Part 170 is hereby incorporated by reference.
- iv. OMB Guidelines to Agencies on Government wide Debarment and Suspension (Nonprocurement), 2 C.F.R. Part 180, including the requirement to include a term or condition in all lower tier covered transactions (Agreements and Subcontractors described in 2 C.F.R. Part 180, subpart B) that the award is subject to 2 C.F.R. Part 180 and Treasury's implementing regulation at 31 C.F.R. Part 19.
- v. Subrecipient Integrity and Performance Matters, pursuant to which the award term set forth in 2 C.F.R. Part 200, Appendix XII to Part 200 is hereby incorporated by reference.
- vi. Government wide Requirements for Drug-Free Workplace, 31 C.F.R. Part 20.
- vii. New Restrictions on Lobbying, 31 C.F.R. Part 21.
- viii. Uniform Relocation Assistance and Real Property Acquisitions Act of 1970 (42 U.S.C. §§ 4601-4655) and implementing regulations.
- ix. Generally applicable federal environmental laws and regulations.

- c. Statutes and regulations prohibiting discrimination applicable to this award include, without limitation, the following:
 - i. Title VI of the Civil Rights Act of 1964 (42 U.S.C. §§ 2000d et seq.) and Treasury's implementing regulations at 31 C.F.R. Part 22, which prohibit discrimination on the basis of race, color, or national origin under programs or activities receiving federal financial assistance;
 - ii. The Fair Housing Act, Title VIII of the Civil Rights Act of 1968 (42 U.S.C. §§ 3601 et seq.), which prohibits discrimination in housing on the basis of race, color, religion, national origin, sex, familial status, or disability;
 - iii. Section 504 of the Rehabilitation Act of 1973, as amended (29 U.S.C. § 794), which prohibits discrimination on the basis of disability under any program or activity receiving federal financial assistance;
 - iv. The Age Discrimination Act of 1975, as amended (42 U.S.C. §§ 6101 et seq.), and Treasury's implementing regulations at 31 C.F.R. Part 23, which prohibit discrimination on the basis of age in programs or activities receiving federal financial assistance; and
 - v. Title II of the Americans with Disabilities Act of 1990, as amended (42 U.S.C. §§ 12101 et seq.), which prohibits discrimination on the basis of disability under programs, activities, and services provided or made available by state and local governments or instrumentalities or agencies thereto.
- 10. Remedial Actions. In the event of Subrecipient's noncompliance with section 602 of the Act, other applicable laws, Treasury's implementing regulations, guidance, or any reporting or other program requirements, Treasury may impose additional conditions on the receipt of a subsequent tranche of future award funds, if any, or take other available remedies as set forth in 2 C.F.R. § 200.339. In the case of a violation of section 602(c) of the Act regarding the use of funds, previous payments shall be subject to recoupment as provided in section 602(e) of the Act and any additional payments may be subject to withholding as provided in sections 602(b)(6)(A)(ii)(III) of the Act, as applicable.
- 11. Hatch Act. Subrecipient agrees to comply, as applicable, with requirements of the Hatch Act (5 U.S.C. §§ 1501-1508 and 7324-7328), which limit certain political activities of State or local government employees whose principal employment is in connection with an activity financed in whole or in part by this federal assistance.
- 12. False Statements. Subrecipient understands that making false statements or claims in connection with this award is a violation of federal law and may result in criminal, civil, or administrative sanctions, including fines, imprisonment, civil damages and penalties, debarment from participating in federal awards or Agreements, and/or any other remedy available by law.

13. Publications. Any publications produced with funds from this award must display the following language: “This project [is being] [was] supported, in whole or in part, by federal award number SLFRF0126 awarded to the State of Colorado by the U.S. Department of the Treasury.”

14. Debts Owed the Federal Government.

- a. Any funds paid to the Subrecipient (1) in excess of the amount to which the Subrecipient is finally determined to be authorized to retain under the terms of this award; (2) that are determined by the Treasury Office of Inspector General to have been misused; or (3) that are determined by Treasury to be subject to a repayment obligation pursuant to sections 602(e) and 603(b)(2)(D) of the Act and have not been repaid by the Subrecipient shall constitute a debt to the federal government.
- b. Any debts determined to be owed to the federal government must be paid promptly by Subrecipient. A debt is delinquent if it has not been paid by the date specified in Treasury’s initial written demand for payment, unless other satisfactory arrangements have been made or if the Subrecipient knowingly or improperly retains funds that are a debt as defined in paragraph 14(a). Treasury will take any actions available to it to collect such a debt.

15. Disclaimer.

- a. The United States expressly disclaims any and all responsibility or liability to Subrecipient or third persons for the actions of Subrecipient or third persons resulting in death, bodily injury, property damages, or any other losses resulting in any way from the performance of this award or any other losses resulting in any way from the performance of this award or any Agreement, or Subcontractor under this award.
- b. The acceptance of this award by Subrecipient does not in any way establish an agency relationship between the United States and Subrecipient.

16. Protections for Whistleblowers.

- a. In accordance with 41 U.S.C. § 4712, Subrecipient may not discharge, demote, or otherwise discriminate against an employee in reprisal for disclosing to any of the list of persons or entities provided below, information that the employee reasonably believes is evidence of gross mismanagement of a federal Agreement or grant, a gross waste of federal funds, an abuse of authority relating to a federal Agreement or grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal Agreement (including the competition for or negotiation of an Agreement) or grant.
- b. The list of persons and entities referenced in the paragraph above includes the following:
 - i. A member of Congress or a representative of a committee of Congress;
 - ii. An Inspector General;
 - iii. The Government Accountability Office;
 - iv. A Treasury employee responsible for Agreement or grant oversight or

- management;
 - v. An authorized official of the Department of Justice or other law enforcement agency;
 - vi. A court or grand jury; or
 - vii. A management official or other employee of Subrecipient, Contractor, or Subcontractor who has the responsibility to investigate, discover, or address misconduct.
- c. Subrecipient shall inform its employees in writing of the rights and remedies provided under this section, in the predominant native language of the workforce.
17. Increasing Seat Belt Use in the United States. Pursuant to Executive Order 13043, 62 FR 19217 (Apr. 18, 1997), Subrecipient should encourage its Contractors to adopt and enforce on-the-job seat belt policies and programs for their employees when operating company-owned, rented or personally owned vehicles.
18. Reducing Text Messaging While Driving. Pursuant to Executive Order 13513, 74 FR 51225 (Oct. 6, 2009), Subrecipient should encourage its employees, Subrecipients, and Contractors to adopt and enforce policies that ban text messaging while driving, and Subrecipient should establish workplace safety policies to decrease accidents caused by distracted drivers.

ASSURANCES OF COMPLIANCE WITH CIVIL RIGHTS REQUIREMENTS

ASSURANCES OF COMPLIANCE WITH TITLE VI OF THE CIVIL RIGHTS ACT OF 1964

As a condition of receipt of federal financial assistance from the Department of the Treasury, the Subrecipient provides the assurances stated herein. The federal financial assistance may include federal grants, loans and Agreements to provide assistance to the Subrecipient's beneficiaries, the use or rent of Federal land or property at below market value, Federal training, a loan of Federal personnel, subsidies, and other arrangements with the intention of providing assistance. Federal financial assistance does not encompass Agreements of guarantee or insurance, regulated programs, licenses, procurement Agreements by the Federal government at market value, or programs that provide direct benefits.

The assurances apply to all federal financial assistance from or funds made available through the Department of the Treasury, including any assistance that the Subrecipient may request in the future.

The Civil Rights Restoration Act of 1987 provides that the provisions of the assurances apply to all of the operations of the Subrecipient's program(s) and activity(ies), so long as any portion of the Subrecipient's program(s) or activity(ies) is federally assisted in the manner prescribed above.

1. Subrecipient ensures its current and future compliance with Title VI of the Civil Rights Act of 1964, as amended, which prohibits exclusion from participation, denial of the benefits of, or subjection to discrimination under programs and activities receiving federal financial assistance, of any person in the United States on the ground of race, color, or national origin (42 U.S.C. § 2000d *et seq.*), as implemented by the Department of the Treasury Title VI regulations at 31 CFR Part 22 and other pertinent executive orders such as Executive Order 13166, directives, circulars, policies, memoranda, and/or guidance documents.
2. Subrecipient acknowledges that Executive Order 13166, "Improving Access to Services for Persons with Limited English Proficiency," seeks to improve access to federally assisted programs and activities for individuals who, because of national origin, have Limited English proficiency (LEP). Subrecipient understands that denying a person access to its programs, services, and activities because of LEP is a form of national origin discrimination prohibited under Title VI of the Civil Rights Act of 1964 and the Department of the Treasury's implementing regulations. Accordingly, Subrecipient shall initiate reasonable steps, or comply with the Department of the Treasury's directives, to ensure that LEP persons have meaningful access to its programs, services, and activities. Subrecipient understands and agrees that meaningful access may entail providing language assistance services, including oral interpretation and written translation where necessary, to ensure effective communication in the Subrecipient's programs, services, and activities.
3. Subrecipient agrees to consider the need for language services for LEP persons when Subrecipient develops applicable budgets and conducts programs, services, and activities. As a resource, the Department of the Treasury has published its LEP guidance at 70 FR 6067. For more information on taking reasonable steps to provide meaningful access for LEP persons, please visit <http://www.lep.gov>.
4. Subrecipient acknowledges and agrees that compliance with the assurances constitutes a condition

of continued receipt of federal financial assistance and is binding upon Subrecipient and Subrecipient's successors, transferees, and assignees for the period in which such assistance is provided.

5. Subrecipient acknowledges and agrees that it must require any sub-grantees, contractors, subcontractors, successors, transferees, and assignees to comply with assurances 1-4 above, and agrees to incorporate the following language in every Agreement or agreement subject to Title VI and its regulations between the Subrecipient and the Subrecipient's sub-grantees, Contractors, Subcontractors, successors, transferees, and assignees:

The sub-grantee, Contractor, Subcontractor, successor, transferee, and assignee shall comply with Title VI of the Civil Rights Act of 1964, which prohibits Subrecipients of federal financial assistance from excluding from a program or activity, denying benefits of, or otherwise discriminating against a person on the basis of race, color, or national origin (42 U.S.C. § 2000d et seq.), as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, which are herein incorporated by reference and made a part of this Agreement (or agreement). Title VI also includes protection to persons with "Limited English Proficiency" in any program or activity receiving federal financial assistance, 42 U.S.C. § 2000d et seq., as implemented by the Department of the Treasury's Title VI regulations, 31 CFR Part 22, and herein incorporated by reference and made a part of this Agreement or agreement.

6. Subrecipient understands and agrees that if any real property or structure is provided or improved with the aid of federal financial assistance by the Department of the Treasury, this assurance obligates the Subrecipient, or in the case of a subsequent transfer, the transferee, for the period during which the real property or structure is used for a purpose for which the federal financial assistance is extended or for another purpose involving the provision of similar services or benefits. If any personal property is provided, this assurance obligates the Subrecipient for the period during which it retains ownership or possession of the property.
7. Subrecipient shall cooperate in any enforcement or compliance review activities by the Department of the Treasury of the aforementioned obligations. Enforcement may include investigation, arbitration, mediation, litigation, and monitoring of any settlement agreements that may result from these actions. The Subrecipient shall comply with information requests, on-site compliance reviews and reporting requirements.
8. Subrecipient shall maintain a complaint log and inform the Department of the Treasury of any complaints of discrimination on the grounds of race, color, or national origin, and limited English proficiency covered by Title VI of the Civil Rights Act of 1964 and implementing regulations and provide, upon request, a list of all such reviews or proceedings based on the complaint, pending or completed, including outcome. Subrecipient also must inform the Department of the Treasury if Subrecipient has received no complaints under Title VI.
9. Subrecipient must provide documentation of an administrative agency's or court's findings of non-compliance of Title VI and efforts to address the non-compliance, including any voluntary compliance or other agreements between the Subrecipient and the administrative agency that made the finding. If the Subrecipient settles a case or matter alleging such discrimination, the Subrecipient must provide documentation of the settlement. If Subrecipient has not been the subject of any court or administrative agency finding of discrimination, please so state.

10. If the Subrecipient makes sub-awards to other agencies or other entities, the Subrecipient is responsible for ensuring that sub-Subrecipients also comply with Title VI and other applicable authorities covered in this document. State agencies that make sub-awards must have in place standard grant assurances and review procedures to demonstrate that they are effectively monitoring the civil rights compliance of sub-Subrecipients.

The United States of America has the right to seek judicial enforcement of the terms of this assurances document and nothing in this document alters or limits the federal enforcement measures that the United States may take in order to address violations of this document or applicable federal law.

EXHIBIT F, SLFRF SUBRECIPIENT QUARTERLY REPORT

1. SLFRF SUBRECIPIENT QUARTERLY REPORT WORKBOOK

- 1.1 The SLFRF Subrecipient Quarterly Report Workbook must be submitted to the State Agency within ten (10) days following each quarter ended September, December, March and June. The SLFRF Subrecipient Quarterly Report Workbook can be found at: <https://osc.colorado.gov/american-rescue-plan-act> (see SLFRF Grant Agreement Templates tab).

Exhibit G – SAMPLE SLFRF REPORTING MODIFICATION FORM

Grantee:		Grant Agreement No:	
Project Title:		Project No:	
Project Duration:	To:	From:	
State Agency:			

This form serves as notification that there has been a change to the reporting requirements set forth in the original SLFRF Grant Agreement.

The following reporting requirements have been (add/ remove additional rows as necessary):

Updated Reporting Requirement (Add/Delete/Modify)	Project Number	Reporting Requirement

By signing this form, the Grantee agrees to and acknowledges the changes to the reporting requirements set forth in the original SLFRF Grant Agreement. All other terms and conditions of the original SLFRF Grant Agreement, with any approved modifications, remain in full force and effect. Grantee shall submit this form to the State Agency within 10 business days of the date sent by that Agency.

Grantee

Date

State Agency Grant Manager

Date

Exhibit H, Federal Provisions Personal Services Contracts (Civil Rights)

Terms defined in this Exhibit shall only apply to the section of this Exhibit in which the definition occurs. Defined terms used in this Exhibit without a definition shall have the definition given in the Contract.

1) **USDOT Order 1050.2A, Appendix A - Standard Title VI Assurances and Nondiscrimination Provisions** ***[Applies to all personal services contracts]***

“Acts” and “Regulations” means Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 C.F.R. Part 21 (entitled Nondiscrimination in Federally-Assisted Programs of the Department of Transportation-Effectuation of Title VI of the Civil Rights Act of 1964); and 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees as follows:

- a) **Compliance with Regulations:** The contractor (hereinafter includes consultants) will comply with the Acts and the Regulations relative to nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (“FHWA”), as they may be amended from time to time, which are herein incorporated by reference and made a part of this Contract.
- b) **Non-discrimination:** The contractor, with regard to the work performed by it during the Contract, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subcontractors, including procurements of materials and leases of equipment. The contractor will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the Contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
- c) **Solicitations for Subcontracts, Including Procurements of Materials and Equipment:** In all solicitations, either by competitive bidding, or negotiation made by the contractor for work to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subcontractor or supplier will be notified by the contractor of the contractor's obligations under this Contract and the Acts and the Regulations relative to nondiscrimination on the grounds of race, color, or national origin.
- d) **Information and Reports:** The contractor will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the State or the FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a contractor is in the exclusive possession of another who fails or refuses to furnish the information, the contractor will so certify to the State or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
- e) **Sanctions for Noncompliance:** In the event of a contractor's noncompliance with the nondiscrimination provisions of this Contract, the State will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
 - i) withholding payments to the contractor under the Contract until the contractor complies; and/or
 - ii) cancelling, terminating, or suspending the Contract, in whole or in part.
- f) **Incorporation of Provisions:** The contractor will include the provisions of paragraphs 1.a through f in every subcontract, including procurements of materials and leases of equipment, unless exempt by the Acts, the Regulations and directives issued pursuant thereto. The contractor will take action with respect to any subcontract or procurement as the State or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the contractor becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the contractor may request the State to enter into any litigation to protect the interests of the State. In addition, the contractor may request the United States to enter into the litigation to protect the interests of the United States.

2) **USDOT Order 1050.2A, Appendix E - Pertinent Nondiscrimination Authorities**
[Applies to all personal services contracts]

During the performance of this Contract, the Contractor, for itself, its assignees, and successors in interest (hereinafter referred to as the "contractor") agrees to comply with the following nondiscrimination statutes and authorities, including but not limited to:

Pertinent Nondiscrimination Authorities:

- a) Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); and 49 CFR Part 21;
- b) The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects);
- c) Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex);
- d) Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27;
- e) The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age);
- f) Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex);
- g) The Civil Rights Restoration Act of 1987, (PL 100-209), (broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
- h) Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131-12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38;
- i) The Federal Aviation Administration's Nondiscrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex);
- j) Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations;
- k) Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of Limited English proficiency ("LEP"). To ensure compliance with Title VI, contractor must take reasonable steps to ensure that LEP persons have meaningful access to programs (70 Fed. Reg. at 74087 to 74100); and
- l) Title IX of the Education Amendments of 1972, as amended, which prohibits contractor from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

3) **Discrimination, Harassment, and Workplace Violence Reporting**
[Applies to all personal services contracts]

The State prohibits any form of workplace discrimination, harassment and retaliation. The State also has a zero tolerance policy with respect to workplace violence. If any of Contractor's agents, employees, assigns or Subcontractors believes they have been harassed, discriminated against, retaliated against or subjected to workplace violence by the State while working on or as part of this Contract, Contractor shall immediately notify the State's principle representative listed on the Cover Page of this Contract.

4) **Assurances under the Disadvantaged Business Enterprise Program. 49 C.F.R. § 26.13(a)**
[Applies only if the Contract is funded with FHWA or FTA funds]

The Contractor, sub recipient or Subcontractor shall not discriminate on the basis of race, color, national origin, or sex in the performance of this Contract. The Contractor shall carry out applicable requirements of 49 CFR part 26 in the award and administration of DOT-assisted contracts. Failure by the Contractor to carry out these

requirements is a material breach of this Contract, which may result in the termination of this Contract or such other remedy as the State deems appropriate, which may include, but is not limited to:

- a) Withholding monthly progress payments;
- b) Assessing sanctions;
- c) Liquidated damages; and/or
- d) Disqualifying the Contractor from future bidding as non-responsible.

5) Prompt Payment by Contractors to Subcontractors. 49 C.F.R. § 26.29(a)
[Applies only if the Contract is funded with FHWA or FTA funds]

The Contractor shall pay Subcontractors and suppliers for all Work which has been satisfactorily completed within thirty calendar days after receiving payment for that Work from the State. For the purpose of this section only, Work shall be considered satisfactorily complete when the State has made payment for the Work. The Contractor shall include in all subcontracts a provision that this requirement for prompt payment to Subcontractors and suppliers must be included in all subcontracts at every tier. The Contractor shall ensure that all Subcontractors and suppliers at every tier are promptly paid. If the Contractor or its Subcontractors fail to comply with this provision, the State will not authorize further progress payment for Work performed directly by the Contractor or the noncompliant Subcontractor until the required payments have been made. The State will continue to authorize progress payments for Work performed by compliant Subcontractors.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 23, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING AN AMENDMENT TO THE DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS FOR 2023 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the amendment of the annual Delegation Agreement between Pueblo Area Council of Governments (PACOG) and the City of Pueblo for Transportation Planning Services from January 1, 2023 to December 31, 2023 as specified in the approved FY 2022-23 Unified Planning Work Program (UPWP).

PREVIOUS COUNCIL ACTION:

The City is currently operating under the 2023 Delegation Agreement between PACOG, and the City of Pueblo approved by Ordinance 10320, November 14, 2022.

BACKGROUND:

This Ordinance approves an amendment to the annual Delegation Agreement for Transportation Planning Services between PACOG and the City of Pueblo. The Agreement establishes the responsibilities of the City of Pueblo and PACOG for the implementation of the tasks in the amended FY 2022-23 UPWP, that will be adopted by PACOG Resolution TBD on February 23, 2023. The Agreement also allows for Pueblo County staff to be paid for providing transportation planning services in cooperation with the City.

FINANCIAL IMPLICATIONS:

PACOG will reimburse the City up to \$200,000 from Multimodal Transportation and Mitigation Options fund, Coronavirus State and Local Fiscal Recovery (MMOF-ARPA-SLFRF) Funds for completion of the project. The City Finance Department will expend

staff time to prepare and submit monthly financial reports for reimbursement of City transportation planning expenditures.

BOARD/COMMISSION RECOMMENDATION:

Resolutions for PACOG to approve this amendment to the 2023 Delegation Agreement and approve the grant agreement with CDOT for the Mitigation Options fund, Coronavirus State and Local Fiscal Recovery (MMOF-ARPA-SLFRF) Funds will be on their February 23, 2023 agenda.

STAKEHOLDER PROCESS:

Not Applicable.

ALTERNATIVES:

If City Council does not approve this Ordinance, PACOG will look at other options for the funding of this work to be completed.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. 2023 Delegation Agreement Amendment

ORDINANCE NO. 10378

AN ORDINANCE APPROVING AN AMENDMENT TO THE DELEGATION AGREEMENT BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND THE PUEBLO AREA COUNCIL OF GOVERNMENTS FOR 2023 TRANSPORTATION PLANNING SERVICES AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Amendment to the Agreement for Transportation Planning Services effective January 1, 2023, between the Pueblo Area Council of Governments (PACOG) and the City of Pueblo, a Municipal Corporation, to complete services pertaining to the Multimodal Transportation and Mitigation Options Project, 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 to the Agreement on behalf of Pueblo, a Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest to the same.

SECTION 3.

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

SECTION 4.

This Ordinance shall become effective upon approval of the following actions:

1. The approval of a Resolution by the Pueblo Area Council of Governments approving the grant agreement and the amendment of the 2023 PACOG budget.
2. The approval of an Ordinance by City Council and a Resolution by PACOG amending the 2023 Delegation Agreement between the City and PACOG including the funding for the completion of the Multimodal Transportation and Mitigation Options Project.
3. 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 January 23, 2023.

Final adoption of Ordinance by City Council on February 13, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on February 15, 2023.
- ☐ 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



Deputy City Clerk

**AMENDMENT TO AGREEMENT FOR TRANSPORTATION PLANNING
AND IMPROVEMENT SERVICES FOR 2023**

THIS Amendment to Agreement for Transportation Planning and Improvement Services for 2023 effective January 1, 2023 through December 31, 2023, approved by PACOG Resolution No. 2022-019, October 27, 2022 and Pueblo City Council Ordinance No. 10320 on November 14, 2022, by and between the Pueblo Area Council of Governments, hereinafter referred to as "PACOG" and the City of Pueblo, a Municipal Corporation, hereinafter referred to as "CITY".

RECITALS

WHEREAS, PACOG serves as the Metropolitan Planning Organization (MPO) for the Pueblo Urban Area, and the Transportation Planning Region (TPR) for all of Pueblo County; and

WHEREAS, PACOG is eligible to receive funds to perform the work tasks for these activities and has entered into one or more agreements with the State of Colorado and/or the U.S. Department of Transportation for transportation planning and improvement projects whereby funding may be made available to PACOG under provisions of said agreements, and statutes, laws and regulations referenced in said agreements; and

WHEREAS, CITY and PACOG entered into an AGREEMENT FOR TRANSPORTATION PLANNING AND IMPROVEMENT SERVICES FOR 2023 ("AGREEMENT"), effective January 1, 2023 through December 31, 2023, approved by PACOG Resolution No. 2022-019, October 27, 2022 and City Council Ordinance No. No. 10320 on November 14, 2022 authorizing CITY to undertake such transportation planning and improvement projects; and

WHEREAS, CITY AND PACOG desire to amend 2023 contract to include an additional \$200,000 of funding from the Multimodal Transportation and Mitigation Options fund, Coronavirus State and Local Fiscal Recovery (MMOF-ARPA-SLFRF) Funds.

NOW, THEREFORE, in consideration of the foregoing recitals and the terms and conditions set forth herein, the parties hereto do mutually agree as follows:

1. WORK TASKS; RESPONSIBILITIES OF CITY

The 2023 Agreement for Transportation Planning and Improvement Services is hereby amended to include an additional \$200,000 of funding from the Multimodal Transportation and Mitigation Options fund, Coronavirus State and Local Fiscal Recovery (MMOF-ARPA-SLFRF) Funds received by PACOG for updating the PACOG/MPO travel demand model, developing new base year of 2023 and travel demand model estimates to 2050 that are already included within the 2023 Urban Planning Work Program.

2. SIGNATURES.

The persons signing this Amendment to Agreement for Transportation Planning and Improvement Services for 2023 on behalf of each party represent and warrant that such persons and their respective party have the requisite power and authority to enter

into, execute and deliver this Agreement and this Agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

3. AMENDMENT MODIFICATIONS.

Except as modified by this Amendment, the Agreement for Transportation Planning and Improvement Services for 2023 will remain in full force and effect inuring to the benefit of and binding upon the City and PACOG.

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

ATTEST:

PUEBLO AREA COUNCIL OF GOVERNMENTS

_____	By _____
Secretary	Chairperson

ATTEST:

CITY OF PUEBLO

_____	By _____
City Clerk	Nicholas A. Gradisar, Mayor



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: January 23, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Scott Hobson, Acting Director Planning and Community Development

SUBJECT: AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND BLACK HILLS COLORADO ELECTRIC, LLC, A DELAWARE LIMITED LIABILITY FOR THE USE OF CITY-OWNED PARCEL NO. 536100025 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves a Lease between the City and Black Hills Colorado Electric, LLC ("Black Hills") of a .34-acre City-owned property, Parcel No. 536100025, located immediately northwest of the Black Hills Units 5 & 6, south of a BNSF-owned railroad spur, and west of the parking lot shared by Black Hills Energy and the Riverwalk.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Black Hills has submitted a request to lease a .34-acre City-owned property, Parcel No. 536100025, located immediately northwest of Black Hills Units 5 & 6, south of a BNSF-owned railroad spur, and west of the parking lot shared by Black Hills and the Riverwalk. Black Hills would like to use this parcel for a fenced parking lot and laydown yard for the storing of materials and equipment and to provide access to other portions of its property. The term of the lease is for one year, from March 1, 2023 to February 28, 2024 and the lease will automatically renew on an annual basis, unless terminated by the City or Black Hills, upon 60 days prior written notice. Annual renewals will not be effective after February 28, 2033, at which time the parties will be required to negotiate a new lease.

FINANCIAL IMPLICATIONS:

The City will receive an annual lease payment of \$1,200, payable in advance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Should City Council not approve this Ordinance, the property will remain the responsibility of the City to manage and maintain.

RECOMMENDATION:

ATTACHMENTS:

1. Lease Agreement-Signed by John Vigil
2. Black Hills-Property Map Exhibit

ORDINANCE NO. 10379

AN ORDINANCE APPROVING A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND BLACK HILLS COLORADO ELECTRIC, LLC, A DELAWARE LIMITED LIABILITY FOR THE USE OF CITY-OWNED PARCEL NO. 536100025 AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Lease between the City of Pueblo, a Colorado municipal corporation and Black Hills Colorado Electric LLC, a Delaware limited liability company, for City-owned property, Parcel No. 536100025, dated February 14, 2023, a copy of which is attached hereto and incorporated herein by reference, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Lease 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 Lease Agreement to implement the transactions described herein.

SECTION 4.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 23, 2023.

Final adoption of Ordinance by City Council on February 13, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on February 15, 2023.
- ☐ 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

K.R. P
Deputy City Clerk

LEASE AGREEMENT

This Lease Agreement ("Lease") is made as of this 14th day of February, 2023, by and between the City of Pueblo, a Colorado municipal corporation ("Landlord") and Black Hills Colorado Electric, LLC, a Delaware limited liability company ("Tenant"). Landlord and Tenant are sometimes referred to herein as a "Party" and collectively, as the "Parties."

ARTICLE 1 BASIC DATA

Each reference in this Lease to any of the terms contained in this Article or otherwise defined in this Lease will be construed to incorporate the definitions or data stated under that term, defined as follows:

1.1. Leased Premises: Parcel No. 536100025, located immediately northwest of Black Hills Units 5 & 6, south of a BNSF-owned railroad spur, and west of the parking lot shared by Black Hills and the Riverwalk (approximately .34 acre) (hereinafter "Leased Premises").

1.2. Term: One (1) year

1.3. Commencement date: March 1, 2023

1.4. Termination date: February 28, 2024

1.5. Annual Renewal: This Lease will automatically renew on an annual basis, unless terminated by the Landlord or Tenant, upon 60 days prior written notice. Annual renewals will not be effective after February 28, 2033, at which time the Parties will be required to negotiate a new lease.

1.6. Landlord address:

City of Pueblo
Attn: Mayor
1 City Hall Place, 2nd Floor
Pueblo, CO 81003

1.7. Tenant address:

Black Hills Colorado Electric, LLC
105 S. Victoria Ave.
Pueblo, CO 81003

ARTICLE 2 LEASE OF PREMISES

2.1 Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby agrees to lease to Tenant and Tenant agrees to lease from Landlord, the above-described Leased Premises, according to the terms and conditions set for in this Lease.

2.2. Surrender. On the Termination Date of this Lease, Tenant shall quit and surrender the Leased Premises in substantially the same condition as they were on the Commencement Date, reasonable wear and tear excepted. Within sixty (60) days following termination of this Lease, Tenant shall remove all personal property from the Leased Premises, provided that Tenant repairs any damage caused by such removal. Any items of personal property not removed by Tenant within sixty (60) days following the Termination Date of this Lease may be retained or disposed of by Landlord, at Tenant's expense.

ARTICLE 3 RENT

3.1 Rent. Tenant shall pay Landlord, in advance, annual rent in the amount of \$1,200.00.

3.2. Tenant's Tax Obligations. Tenant shall be solely responsible for the payment of its own tax obligations and agrees that said obligations shall not be paid by Landlord. Tenant's own tax obligations include, but are not limited to, sales and use taxes, personal property taxes and possessory interest real property taxes.

ARTICLE 4 USE

4.1. Use. Tenant may use the Leased Premises as a fenced parking lot and laydown yard for the storing of materials and equipment and to provide access to other portions of its property. Any change of use by the Tenant shall require the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

4.2. Compliance with Laws. During the Term of this Lease, Tenant shall comply with all applicable laws, rules, regulations and ordinances of all federal, state, county and municipal authorities having jurisdiction over the Leased Premises.

ARTICLE 5 INDEMNIFICATION AND INSURANCE

5.1. Landlord's Indemnity. Landlord shall defend, indemnify and save harmless Tenant and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring on the Leased Premises, if caused by an act or omission by Landlord or its agents or employees.

5.2. Tenant's Indemnity. Tenant shall defend, indemnify and save harmless Landlord and its agents and employees against all costs (including, without limitation, reasonable attorneys' fees), damages or claims whether for personal injury, bodily injury or property damage, during the Term of this Lease, occurring on the Leased Premises, if caused by an act or omission by Tenant or its agents or employees.

5.3. Landlord's Insurance.

5.3.1. Liability Insurance. During the Term of this Lease, Landlord must maintain insurance covering Landlord's liability for ownership, occupation and use of the Leased Premises. Such insurance must provide limits of not less than \$1 million with respect to injury to any one

person, \$1 million with respect to any one occurrence and \$500,000 with respect to property damage arising out of any one occurrence.

5.4. Tenant's Insurance.

5.4.1. Liability Insurance. During the Term of this Lease, Tenant must maintain insurance covering Tenant's liability for occupation and use of the Leased Premises. Such insurance must provide limits of not less than \$1 million with respect to injury to any one person, \$1 million with respect to any one occurrence and \$500,000 with respect to property damage arising out of any one occurrence.

5.4.2. Worker's Compensation Insurance. Tenant shall maintain and keep in force an "all-employees" compensation insurance policy as required under the laws of the State of Colorado.

5.5. Waiver of Subrogation. The Parties to this Lease hereby release each other and their respective officers, agents, managers, directors, and employees from any and all claims and demands for loss, damages, expense or injury to any person which are caused by or result from any risk insured against under insurance policies carried or required to be carried by the Parties and in force at the time of any such loss, to the extent such loss is covered by such Parties' insurance policies. The Parties shall each obtain from their respective insurers waivers of all rights of subrogation, which the insurer of one Party might have against the other Party and Landlord and Tenant shall each indemnify the other against any loss or expense, including reasonable attorneys' fees, resulting from the failure to obtain such waivers of subrogation.

ARTICLE 6 DEFAULT AND REMEDIES

6.1. Tenant's Default. If Tenant fails to perform or observe any agreement or condition contained in this Lease, and such failure is not corrected within thirty (30) days after Tenant receives notice from Landlord of such failure, then, in addition to all other remedies available at law or in equity, Landlord has the right to terminate this Lease and recover possession of the Leased Premises in the manner prescribed by law.

6.2. Landlord's Default: In the event Landlord defaults in the performance of its obligations hereunder, and such failure is not corrected within thirty (30) days after Landlord receives notice from Tenant of such failure, then, in addition to all other remedies available at law or in equity, Tenant shall have the right to terminate this Lease by written notice to the Landlord.

6.3. Disputes. In the event of an unresolved dispute between Landlord and Tenant regarding the performance by either Party of an obligation or condition of this Lease, as a condition precedent to the filing of litigation, authorized representatives of Landlord and Tenant will use good faith and commercially reasonable efforts to resolve such disputes.

ARTICLE 7 CONDITION OF PREMISES

7.1 EXCEPT AS SPECIFICALLY SET FORTH IN THIS LEASE, IT IS UNDERSTOOD AND AGREED THAT LANDLORD IS NOT MAKING AND HAS NOT AT ANY TIME MADE ANY WARRANTY OR REPRESENTATION OF ANY KIND OR CHARACTER, EXPRESS OR IMPLIED, WITH RESPECT TO THE LEASED PREMISES, INCLUDING, BUT NOT LIMITED TO, ANY WARRANTY OR REPRESENTATION AS TO HABITABILITY, MERCHANTABILITY,

FITNESS FOR A PARTICULAR PURPOSE ZONING, PHYSICAL OR ENVIRONMENTAL CONDITIONS, UTILITIES, GOVERNMENTAL APPROVALS, COMPLIANCES OF THE LEASED PREMISES WITH GOVERNMENTAL LAWS, THE TRUTH, ACCURACY OR COMPLETENESS OF ANY DOCUMENT OR OTHER INFORMATION PROVIDED TO TENANT BY ANY OTHER PERSON, OR ANY OTHER MATTER OR THING REGARDING THE LEASED PREMISES.

7.2 The taking of possession of the Leased Premises by Tenant after the Commencement Date shall be conclusive evidence that the Tenant accepts the Leased Premises in its then present condition "As Is, Where Is, With All Faults" and that the Leased Premises are in good and satisfactory condition at the time of the commencement of this Lease.

ARTICLE 8 GENERAL PROVISIONS

8.1. Notices. Notices, consents, and demands required or permitted to be given hereunder must be in writing and be effective when received or refused, whether by hand delivery, nationally recognized overnight courier (with evidence of receipt or refusal), or U.S. Mail (return receipt requested), to the parties' respective addresses stated in Article 1 of this Lease, or to such other address as the parties designate by written notice to each other, and each party may identify additional parties to receive copies of same.

8.2. Waiver/Remedies. The failure of Landlord or Tenant to insist upon strict performance by the other of any of the provisions of this Lease or to exercise any option herein conferred will not be deemed as a waiver or relinquishment for the future of any such provision or option. Except as expressly provided otherwise herein, all rights and remedies provided for herein or otherwise existing at law or in equity are cumulative, and the exercise of one or more rights or remedies by either party shall not preclude or waive its right to the exercise of any or all the others.

8.3. Partial Invalidity. If any provision of this Lease or the application thereof to any person or circumstance is, at any time or to any extent, invalid or unenforceable, the remainder of this Lease will not be affected thereby, and each such provision will be valid and will be enforced to the fullest extent permitted by law.

8.4. Attorneys' Fees. In the case of any litigation among the Parties under this Lease, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

8.5. Entire Agreement. This Lease contains the entire and exclusive agreement between the parties relating to the Leased Premises and may not be modified except by written instrument signed by the party to be bound thereby.

8.6. Venue and Waiver of Trial by Jury. In the event of any litigation arising under this Lease, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District or County Court and each Party submits to the personal and subject matter jurisdiction of such court. Landlord and Tenant hereby waive a trial by jury in any action, proceeding, or counterclaim brought by either against the other, upon any matters whatsoever arising out of or in any way connected with this Lease, Tenant's use or occupancy of the Leased Premises, and/or any claim of injury or damage.

8.7. Relationship of the Parties. Neither Party shall be, or hold itself out as, agent of the other or as joint venturers or partners under this Agreement.

8.8. Drafting of Agreement. Each Party acknowledges that this Agreement was fully negotiated by the Parties and, therefore, no provision of this Agreement shall be interpreted against any Party because such Party or its legal representative drafted such provision.

8.9. Broker. Tenant and Landlord represent and warrant that they shall each pay their respective brokers or real estate agents, if any, in connection with this transaction. Landlord agrees to indemnify, defend and hold Tenant harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Tenant by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Landlord. Tenant agrees to indemnify, defend and hold Landlord harmless from and against any and all claims, loss, liability, costs and expenses (including reasonable attorneys' fees), resulting from any claims that may be made against Landlord by any broker or other person claiming a commission, fee or other compensation by reason of the transaction contemplated hereby if the same shall arise by, through or on account of Tenant.

8.10. No Third-Party Beneficiaries. The provisions of this Lease are for the exclusive benefit of the Parties hereto and their successors and permitted assigns, and no third party shall be a beneficiary, or have any rights by virtue of this Agreement.

8.11. Counterparts. This Lease may be executed in any number of counterparts, and each such counterpart shall be deemed for all purposes to be an original, and all such counterparts shall together constitute but one and the same original.

8.12. Survival. Whether or not specifically noted within any section or provision of this Lease, any provision of this Lease which must survive termination of this Lease in order to be effective will so survive such termination.

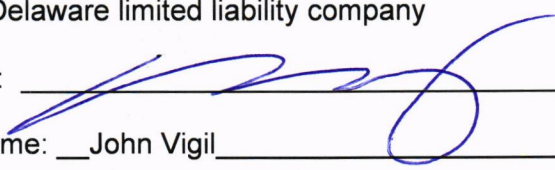
IN WITNESS WHEREOF, this Lease is executed and delivered as of the date first above written.

LANDLORD
City of Pueblo, Colorado
a Colorado municipal corporation

By: _____
Name: Nicholas A. Gradisar, Mayor

Date: _____

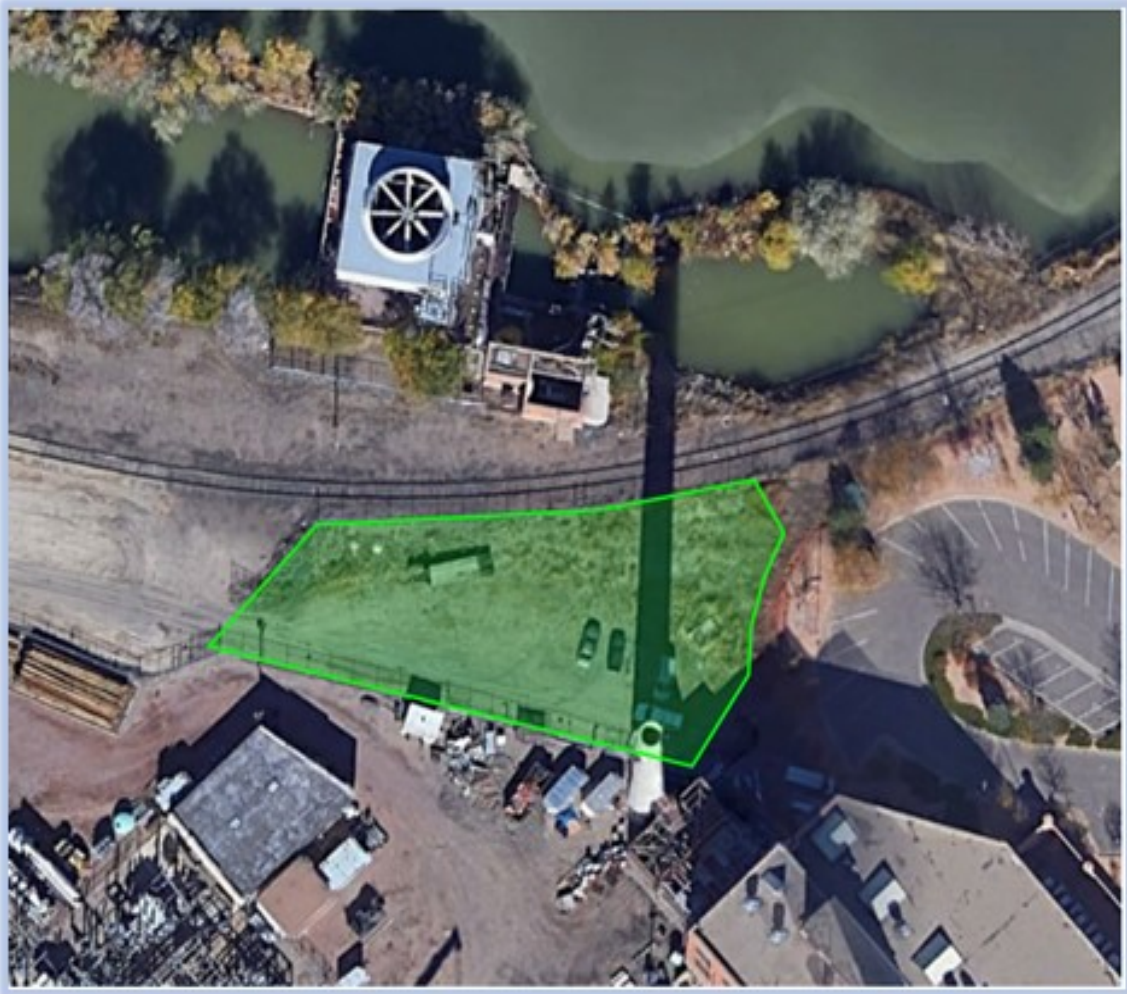
TENANT
Black Hills Colorado Electric, LLC
a Delaware limited liability company

By:  _____
Name: John Vigil

Title: Senior Program Manager, Community Affairs

Date: 01/05/2023

Property Map Exhibit





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 23, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Lori Pinz, Director Information Technology

SUBJECT: AN ORDINANCE APPROVING AN EXCHANGE AGREEMENT BETWEEN THE CITY OF PUEBLO AND BIF IV INTREPID OPCO, LLC, ALLOWING FOR THE USE OF A CITY-OWNED CONDUIT FOR THE INSTALLATION OF INTREPID'S FIBER OPTIC PATHWAY IN EXCHANGE FOR TWELVE (12) FIBER STRANDS FOR THE CITY'S EXCLUSIVE USE, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance approves the attached Exchange Agreement between the City of Pueblo and BIF IV Intrepid OpCo, LLC, allowing for the use of a city-owned conduit in exchange for twelve (12) fiber strands for the City's exclusive use.

PREVIOUS COUNCIL ACTION:

City entered into a License Agreement dated April 11, 2022, granting Intrepid the right to install facilities upon or within the corporate boundaries of the City to provide Telecommunications Services.

BACKGROUND:

Intrepid is installing fiber-optic infrastructure allowing broadband providers to provide high-speed internet services to the home and businesses in our community. Intrepid desires to access, occupy, and utilize space within a conduit owned by the City which traverses the 8th Street Bridge in exchange for twelve (12) fiber strands that will be used to expand or provide network connectivity and services for the City of Pueblo's departments. These strands will be for the exclusive use of the City's Information Technology Department. The City will access the use of these fibers at 317 N. Main where the City's network already has a presence.

FINANCIAL IMPLICATIONS:

This is a no-cost agreement.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If City Council does not approve this Ordinance, the City of Pueblo will not receive the dedicated fiber strands, and Intrepid will have to explore alternative options for their buildout of high-speed internet to the eastside community.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10380

AN ORDINANCE APPROVING AN EXCHANGE AGREEMENT BETWEEN THE CITY OF PUEBLO AND BIF IV INTREPID OPCO, LLC, ALLOWING FOR THE USE OF A CITY-OWNED CONDUIT FOR THE INSTALLATION OF INTREPID'S FIBER OPTIC PATHWAY IN EXCHANGE FOR TWELVE (12) FIBER STRANDS FOR THE CITY'S EXCLUSIVE USE, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, BIF IV Intrepid OpCo, LLC ("Intrepid") desires to access, occupy, and utilize space within a conduit owned by the City traversing the 8th Street Bridge in Pueblo, Colorado for the purpose of installing, constructing, operating, and maintaining fiber

WHEREAS, the City desires to utilize and operate a fiber pathway along a planned running line cable to be constructed and installed by Intrepid at the Data Center at 317 N. Main Street, Pueblo, Colorado, and Intrepid agrees thereto; NOW, THEREFORE,

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

SECTION 1.

The Exchange Agreement ("Agreement") between the City of Pueblo, a Municipal Corporation, and BIF IV Intrepid OpCo, LLC for the exchange of fiberoptic conduit space in return for twelve strands of fiber, 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, where the Mayor may execute the Agreement by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 23, 2023.

Final adoption of Ordinance by City Council on February 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 15, 2023.

☐ 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

K.R. P
Deputy City Clerk

EXCHANGE AGREEMENT

THIS EXCHANGE AGREEMENT (the "Exchange Agreement") is made and entered into as of this 5th day of January 2023 (the "Effective Date") by and between BIF IV Intrepid OpCo, LLC, a Delaware limited liability company ("Intrepid"), and the City of Pueblo, a Municipal Corporation ("City") (collectively the "Parties" and individually a "Party").

WHEREAS, Intrepid and City entered into a License Agreement dated April 11, 2022 (the "License Agreement") pursuant to which the City granted the right to Intrepid to install Facilities upon or within the corporate boundaries of the City upon certain terms and conditions in order for Intrepid to provide Telecommunications Services ("Facilities" and "Telecommunications Services" defined as set forth in the License Agreement);

WHEREAS, Intrepid desires to access, occupy, and utilize space within a conduit owned by the City traversing the 8th Street Bridge in Pueblo, Colorado, described and mapped in Exhibit A, attached hereto and incorporated herein by reference, (the "Pathway") for the purpose of installing, constructing, operating, and maintaining fiber during the term of the License Agreement;

WHEREAS, City is authorized to and has agreed to grant the right to Intrepid to access, occupy, and utilize space within the Pathway for the purpose of installing, constructing, operating, and maintaining Pathway Fiber (as defined in Section 2) pursuant to the terms of this agreement;

WHEREAS, City desires to utilize and operate a fiber pathway along a planned running line cable to be constructed and installed by Intrepid at the Data Center at 317 N. Main Street, Pueblo, Colorado, and Intrepid agrees thereto.

NOW, THEREFORE, in consideration of the mutual covenants and agreements set forth in this Exchange Agreement, the parties agree as follows:

1. **Relation to License Agreement.** This Exchange Agreement does not extend the terms of the License Agreement nor otherwise grant Intrepid additional rights to the public right of way or City property. The Pathway conduit is solely owned by the City and not part of the public right of way. This Exchange Agreement only grants Intrepid the limited right to use the Pathway in accordance with the terms hereof.
2. **License to Intrepid.**
 - a. Subject to Intrepid's compliance at all times with all of the terms and conditions of this Exchange Agreement, all applicable local, state, and federal laws, and further subject to the City's lawful exercise of its police power (including, but not limited to, zoning, subdivision, permit, and building code requirements) and the City's prior and superior right to usage for municipal purposes, City hereby grants to Intrepid a non-exclusive revocable license to reasonably construct, install, operate, and maintain not more than one (1) fiber optic cable run within the Pathway (the "Pathway Fiber"), where the Pathway is owned solely by the City. The City will provide Intrepid access to and use of the Pathway for the

construction, installation, operation, and maintenance of Intrepid's Pathway Fiber no later than thirty (30) days after the Effective Date of this Exchange Agreement.

- b. The license granted herein to make reasonable use of the Pathway shall not be deemed to be a franchise, nor an exclusive license or right, and the City reserves the right to make or grant a similar use of the Pathway to any other person or entity. City may alter, move, or otherwise change the Pathway without the consent of Intrepid and without causing a default of this agreement. Said changes shall not in any way make City liable to Intrepid.
- c. The City retains the following rights with regards to this license:
 - i. To use, control, and regulate the use of City rights of way and the areas above, below, and surrounding the Pathway; and
 - ii. To require the removal or relocation of any of the fiber installed by Intrepid within the Pathway, in the sole judgment of the City for any public or municipal purpose or project; and
 - iii. To terminate and revoke the license at will, with or without cause, upon sixty (60) days prior written notice to Intrepid. Upon revocation of the license by City, the term of this agreement shall end, Intrepid's rights to use the Pathway shall cease, and City's right to use Intrepid's fiber detailed in Section 4 below shall terminate.
- d. The license granted herein to make reasonable use of the Pathway shall not be deemed to grant authorization to construct or operate Wireless Communications Facilities or other Facilities beyond the scope of the License Agreement, as those terms are defined therein. Authorization for same must be obtained through a separate agreement specifically permitting the use.

3. **Use of Pathway.**

- a. Pathway Fiber shall be located, installed, and maintained by Intrepid so that there is no danger to the lives, health, or safety of persons, nor interference with any public improvements of the City or other governmental entities (including any storm water, sanitary sewer or water utilities or enterprises) in place or that may be put in place, nor shall the location, installation, or maintenance of the Pathway Fiber hinder or obstruct the use of the streets or other public ways for their public purposes, including but not limited to vehicular and pedestrian traffic. All Pathway Fiber shall be installed and maintained so as to cause minimum interference with the rights and reasonable convenience of property owners adjoining the Pathway.
- b. Prior to construction, installation, operation, and maintenance of Pathway Fiber in the Pathway, Intrepid shall furnish to the City the general schematic plans for the Pathway Fiber. In addition, Intrepid shall assess and report on the impact of its proposed construction on the City environment. Such plans may be reviewed by the City to ensure: (i) that all applicable laws, including building and zoning codes and air and water pollution regulations, are complied with; (ii) that aesthetic and good planning principles have been given due consideration; and (iii) that adverse impact on the environment has been

minimized. Intrepid shall comply with all regulatory requirements of the City and shall incorporate all other reasonable changes to its plans requested by the City.

- c. All construction, installation, operation, and maintenance of Intrepid's Pathway Fiber in the Pathway shall be the responsibility of Intrepid and paid for solely by Intrepid. All construction, excavation, maintenance, and repair work done by Intrepid shall be done in a workmanlike and expeditious manner which minimizes the inconvenience to the City, the general public, and individuals. Intrepid shall be liable for any damage to the City or City owned property caused by Intrepid. All such construction, excavation, maintenance, and repair work done by Intrepid shall comply with all applicable codes of the City and the State of Colorado, and Intrepid shall be responsible for obtaining all applicable permits and licenses. The City shall have the right to inspect all construction or excavation work to ensure compliance with applicable codes and permits, and may order Intrepid to perform corrective work. All public and private property disturbed by Intrepid's activities shall be promptly restored by Intrepid at its own expense to substantially former condition, subject to inspection by the City's Director of Public Works or their designee and compliance by Intrepid with any reasonable remedial action required by said official pursuant to the inspection. Intrepid shall be liable to City for the full cost of restoring any public property not promptly remedied by Intrepid.
- d. Intrepid shall, upon reasonable notice and at its sole cost and expense, remove and relocate its Pathway Fiber from the Pathway in such manner as City may at any time require, for the purpose of facilitating the construction, reconstruction, maintenance, repair, or change in grade of any street, sidewalk, public improvement or other City project, or for the purpose of promoting the efficient operation of any such public improvement or project, or for the purpose of facilitating the vacation and/or redevelopment of a right of way by the City. In the event Intrepid fails to act within a reasonably allocated time, the City may cause Intrepid's Pathway Fiber to be relocated, and Intrepid shall be liable to City for the costs thereof. In the event City causes Intrepid's Pathway Fiber to be relocated after Intrepid's failure to act within a reasonable time, City shall be held harmless for any damages incurred to Intrepid's Pathway Fiber or other property during such relocation.
- e. In the event Intrepid abandons the Pathway Fiber, or a certain part thereof, under the terms of this Exchange Agreement, or fails to use it for a period of one (1) year, or in the event the term of this Exchange Agreement or the License Agreement expires or is terminated or is canceled for any reason, then Intrepid shall remove its Pathway Fiber, or the abandoned portions thereof in the case of a partial abandonment, at its expense. As an alternative to removal, if mutually agreed to by Intrepid and the City, the ownership of the Pathway Fiber, or its abandoned portions, may be transferred to the City, in which event, all obligations and liabilities of Intrepid under this Exchange Agreement in connection with the portion of the Pathway Fiber so transferred to City shall terminate.
- f. The license granted by this agreement confers only the right to make reasonable use of the Pathway for Intrepid's provision of Telecommunication Services and it is expressly conditioned that Intrepid shall not operate as a "cable operator" as that term is defined under federal law (47 U.S.C. §522(5)), nor shall it provide or offer to provide "cable

services" as that term is defined under federal law (47 USC §522(6)), without proper local, state, and federal authorization, as required by law. Additionally, Intrepid shall contractually prohibit any customer of Intrepid from using its network, including the Pathway Fiber, in Pueblo for the provision of cable services unless and until such customer has received such proper legal authorization to provide cable services.

- g. Legal title to the Pathway and all other conduit and municipal property shall remain with the City, and nothing herein shall be deemed to relinquish City's right, title, interest, or control of the same.

4. **Grant to City.**

- a. In consideration for the revocable license allowing Intrepid's use of the Pathway, and as a portion of the compensation to the public for special use of such municipal property, Intrepid grants to City an indefeasible right to use twelve (12) fiber strands, to be approved and accepted by City, (the "Recipient Fibers") in its planned running line cable from a demarcation point at the Intrepid Data Center at 317 N. Main Street, Pueblo, Colorado to a manhole, to be placed by Intrepid, within 500 feet of the intersection of 8th Street and Erie Street in Pueblo, Colorado, described and mapped in Exhibit B, attached hereto and incorporated herein by reference. Intrepid will provide the City with a handoff to the Recipient Fiber in said manhole. City's right to the Recipient Fiber shall only terminate upon the termination or expiration of this agreement. Each individual fiber strand in the Recipient Fiber will comply with generally accepted industry standards. Intrepid agrees to deliver to City the Recipient Fibers within thirty (30) days of the Effective Date.
- b. Legal title to Intrepid's fiber, including fiber and cable sheathing and any bridge attachments, conduits, brackets, insulators, fixtures, guy wires, anchors, splice boxes, fiber distribution centers, and other hardware needed or used to fasten or support the cables shall be held by Intrepid. Nothing contained in this agreement, nor any use, however extended, of the Recipient Fibers, nor any placement of City's facilities shall create or vest in City any right, title, or interest in or to any real or personal property owned by Intrepid, other than the indefeasible right to use the Recipient Fibers.
- c. City shall have the right to pledge its rights and privileges contained in this agreement to secure financial obligations to third parties, without the need to obtain consent from Intrepid.
- d. City shall be permitted to connect the Recipient Fibers to, and use the fiber for the benefit of, City and all of City's instrumentalities, departments, legal enterprises, and affiliated entities without limitation. This authorization specifically allows City to use Recipient Fibers to connect City facilities to any exchange or interexchange carrier or to the internet backbone. City may connect the Recipient Fibers to other governmental entities, or allow use by other governmental entities, for governmental purposes.
- e. Intrepid will provide City with access to the Recipient Fibers at such splice points on the system route as reasonably requested by City, subject only to the requirements of this

agreement and provided that such access points do not materially interfere with any of Intrepid's Facilities.

- f. City shall have no limitations on the types of electronics or technologies employed to utilize the Recipient Fibers subject to commercially reasonable safety procedures.
- g. If City desires to connect other fiber optic cables to the Recipient Fibers or create connections with buildings or other structures along the network route, Intrepid will cooperate with City for City to acquire access. City shall have the right to place its own connecting facilities within public rights of way between the Recipient Fibers and such adjoining properties. However, at the request of City, Intrepid will place connecting facilities within public rights of way between the Recipient Fibers and such adjoining properties, subject to the ability to do so in accordance with the License Agreement. Such placement of connecting facilities by Intrepid at the request of City shall be at City's cost and expense.

5. **Maintenance of Recipient Fiber.**

- a. Intrepid shall maintain and repair or replace the Recipient Fibers so as to assure continuous conformity of the Recipient Fibers with their respective operating specifications.
- b. Intrepid shall respond in a timely manner to any interruption of service or failure of the Recipient Fibers to operate in accordance with this agreement. Intrepid will immediately notify City upon learning of any material damage or outage to the Recipient Fiber. Intrepid will be responsible for the repair of the Recipient Fiber up to the connection with City-owned fiber.
- c. Intrepid shall splice the Recipient Fibers so as to assure continuing conformity with City specifications, including, without limitation, conducting surveillance of such facilities, location of faults, splicing and splice testing associated with any restoration, and procurement of replacement cable used in restoration. Splice configuration shall be provided to Intrepid by City.
- d. Intrepid shall be responsible for routine maintenance of all cable in its network and costs thereof not specifically due to requirements of City.
- e. If, during the term of this agreement, (i) Intrepid is required by a governmental authority with jurisdiction to relocate any portion of its network and such relocation affects the Recipient Fibers, including any condemnation or taking under the power of eminent domain, or (ii) with City's consent upon Intrepid's request, Intrepid may relocate such portion of its network and shall provide City sixty (60) days prior written notice of any such relocation, if possible. Intrepid may determine the extent of, the timing of, and methods to be used for such relocation, provided that any such relocation shall be constructed and tested in accordance with the specifications and requirements set forth herein. Nothing in this section, however, shall be construed to limit or restrict City in

requiring specific relocation arrangements, physical locations, or materials in connection with City's control over public rights of way, including excavation permits.

6. **Term and Termination.**

- a. The term of this Exchange Agreement shall be coterminous with the term of the License Agreement. Should the License Agreement be renewed or otherwise extended, this Exchange Agreement will be automatically extended for the same term and continue to run coterminously.
- b. City may terminate this Exchange Agreement at any time upon sixty (60) days' prior written notice to Intrepid. Intrepid may terminate this Agreement at any time upon one hundred eighty (180) days' prior written notice to the City. Upon termination of the License Agreement for any reason, this Exchange Agreement shall automatically terminate. The indemnification provisions of Section 8(a) of this agreement shall survive termination.
- c. Upon expiration of the term of this agreement or termination, all rights of City to the Recipient Fibers shall concurrently terminate, and City shall promptly thereafter disconnect its equipment, power, and other items from the Recipient Fibers.

7. **Remedies.**

- a. In the event of any breach of the terms of this agreement by either party, the non-breaching party shall have the right to terminate this agreement, but such remedy shall not be exclusive of any other remedies available to the non-breaching party at law or in equity. In the event either party is required to commence an action to enforce its rights under this agreement or to obtain the remedies provided above and substantially prevails therein, such party shall be entitled to recover its costs.
- b. Before terminating the agreement for cause on account of any default, the non-defaulting party shall provide the party in default with written notice of the default and afford such party thirty (30) days within which to cure the default. Should the defaulting party make continuous good faith efforts to cure within the thirty (30) day period but be unable to cure the default within said time, the defaulting party shall have an additional thirty (30) days to cure.

8. **Indemnification and Insurance.**

- a. Intrepid shall install, construct, maintain, and operate its Pathway Fiber in a safe manner providing reasonable protection against injury or damage to any and all persons or property. Intrepid specifically agrees to indemnify, defend, and hold City harmless from all claims, costs, demands, suits, reasonable expert witness and attorneys' fees, court costs, and other reasonable costs of defense and judgments to the extent the same arise, in whole or in part, from Intrepid's negligent acts or omissions of failure to comply with the provisions of this Exchange Agreement, and from all damages or penalties to the extent arising out of the installation, construction, operation, or maintenance of Intrepid's

Pathway Fiber, whether or not any act or omission complained of is authorized, allowed, or prohibited by this Exchange Agreement, except to the extent such damages or penalties result from the willful and wanton misconduct of the City. City shall not be liable for, and Intrepid shall indemnify, defend, and hold the City harmless from all costs, damages and claims to the extent arising from or relating to delay by Intrepid in performing its obligations hereunder, for any cause whatsoever. Intrepid shall not enter into any compromise or settlement which imposes any obligation or liability on the City without the prior written consent of the City. In the event Intrepid fails to timely assume the defense of any such claim which has been properly and promptly tendered to it, Intrepid also hereby agrees to pay all reasonable expenses of the City incurred by the City in defending itself with regard to any such damages, claims, or penalties, including all out of pocket expenses, reasonable attorneys' fees, and the reasonable value of any services rendered by the City Attorney, his assistants, or any employees of the City (collectively "Expenses"), but shall not be required to pay for any Expenses that are in excess of any settlement or compromise which was rejected by the City.

- b. Prior to commencement of any installation of Pathway Fiber under this Exchange Agreement, Intrepid shall procure and thereafter continuously maintain, for as long as this Exchange Agreement remains in effect, at Intrepid's expense, Commercial General Liability ("CGL") insurance written on ISO form CG 00 01 01 96, or a substitute form providing equivalent coverage, with a limit of not less than \$2 Million per occurrence, covering liability arising from premises, operations, independent contractors, personal injury, products, completed operations, and liability assumed under an insured contract, on an occurrence basis. Under the terms of the required CGL policy, this Exchange Agreement shall be defined as an insured contract. The policy shall identify the City as an additional insured, shall contain a waiver of the right of subrogation against City, and shall have all necessary endorsements to provide coverage without exclusion for explosion, collapse, and underground property damage hazards. A certificate of insurance shall be filed with the City's Director of Finance prior to commencement of installation of Pathway Fiber, which evidences compliance with the policy requirements stated above and provides for thirty (30) days prior written notice to City prior to cancellation or material change of any insurance referred to herein. In the event the certificate states that it confers no rights upon the certificate holder, the City may require Intrepid to furnish a complete copy of the policy including all declarations and endorsements.

9. **Sales and Use Tax.** Intrepid agrees to obtain a sales and use tax license from the City and to comply with all applicable provisions of Title XIV of the Pueblo Municipal Code. Intrepid acknowledges that its sale of Telecommunications Services or sale or lease of data circuits to its customers is subject to City's sales tax ordinance, and Intrepid agrees to collect such taxes from its customers and promptly remit same to the City in accordance with the Pueblo Municipal Code.

10. **Notices.** Except as otherwise provided herein, notice under this Exchange Agreement shall be deemed sufficient if provided in writing and mailed by US certified mail, return receipt requested, or delivered by a nationally recognized courier, and shall be deemed effective upon actual receipt or refusal of delivery, and shall be addressed to the respective party as follows:

If to the City: Mayor
1 City Hall Place
Pueblo, CO 81003

with a copy to: Director of Information Technology
200 S. Main Street
Pueblo, CO 81003

If to Intrepid: BIF IV Intrepid OpCo, LLC
Brookfield Place
250 Vesey Street
New York, NY 10281-1023

With copies to: Jack Waters
CEO, Intrepid Fiber
E-mail: jack.waters@intrepidfiber.com

and

Patrick Hildebrand
Business Development Lead, Intrepid Fiber
E-mail: patrick.hildebrand@intrepidfiber.com

11. **Additional Rights.** The rights established hereunder shall be in addition to any rights contained in the applicable License Agreement and do not limit or otherwise supersede any terms and conditions of the applicable License Agreement.

12. **Governing Law and Venue.** This Exchange Agreement shall be governed and construed in accordance with the laws of the State of Colorado, without regard to its choice of law rules. Venue for any proceeding brought pursuant to this Exchange Agreement shall be in the District Court located in Pueblo County, Colorado.

13. **Final Agreement; Amendment.** This Exchange Agreement, including the exhibits hereto, constitutes the entire understanding and agreement between the parties with respect to the subject matter herein. This Exchange Agreement may only be modified or supplemented upon mutual agreement through an instrument executed by authorized representatives of both parties. No failure by either party to enforce any right(s) hereunder shall constitute a waiver of such right(s). This Exchange Agreement may be executed in one or more counterparts, all of which taken together shall constitute one and the same instrument.

14. **Force Majeure.** Neither Party shall be liable for its failure to perform any of its obligations hereunder if such failure is caused by an act of God, labor strike, fire, earthquake, power blackouts, pandemics, epidemics, or any other cause beyond its reasonable control and without its fault or negligence.

15. **Limitation of Liability.** In no event shall either Party be liable to the other Party for indirect or consequential damages. This is a no charge agreement. Neither party shall charge the other for use of the Pathway or Recipient Fibers, as applicable, and may not obtain monetary damages from the other, except as set forth herein.

16. **Relationship.** Nothing in this Exchange Agreement is intended to, nor shall be deemed to constitute, a partnership or joint venture between the Parties, or to create any agency or partner relationship between the Parties. Neither Party shall hold itself out as a partner, joint venture, agent, or representative of the other under this Agreement.

17. **Assignment.** This Exchange Agreement shall not be assigned by Intrepid without the prior written consent of the City, which consent may be granted, denied, or conditioned in City's sole and absolute discretion. Notwithstanding the foregoing, if the License Agreement is assigned by Intrepid to a third party in compliance with the terms thereof, then Intrepid's rights and obligations under this Exchange Agreement shall be deemed to be assigned to the same assignee.

18. **No Third Party Beneficiaries; No Waiver of Immunities.** Nothing in this Exchange Agreement is intended, nor should it be construed, to create any rights, claims, or benefits or assume any liability for or on behalf of any third party, or to waive any immunities or limitations conferred under federal or state law, including but not limited to the Colorado Governmental Immunity Act, § 24-10-101 et seq., C.R.S.

19. **No Multi-year Fiscal Obligation on City.** This Exchange Agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of City which may arise under this agreement in any fiscal year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement, including any sub-agreement, attachment, schedule or exhibit thereto, by the City. City may in its sole and absolute discretion terminate this agreement for reasons of non-appropriation immediately upon written notice without causing default or breach.

20. **Authority of Signers.** Each person signing this Exchange Agreement on behalf of a party represents and warrants that he or she has the requisite power and authority to enter into, execute, and deliver this agreement on behalf of such party and that this agreement is a valid and legally binding obligation of such party enforceable against it in accordance with its terms.

21. **Electronic Signatures.** This Exchange Agreement and all other documents contemplated hereunder may be executed using electronic signatures with delivery via facsimile transmission, by scanning and transmission of electronic files in Portable Document Format (PDF) or other readily available file format, or by copy transmitted via email, or by other electronic means and in one or more counterparts, each of which shall be: (i) an original, and all of which taken together

shall constitute one and the same agreement, (ii) a valid and binding agreement and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

IN WITNESS WHEREOF, each of the parties has entered into this Exchange Agreement as of the Effective Date written above.

BIF IV Intrepid OpCo, LLC

City of Pueblo, a Municipal Corporation

By  _____

By _____

Name Jeffrey Polachek

Name _____

Title Head of Operations & Construction

Title _____

Date 01/05/2023

Date _____

EXHIBIT A

Description of the Pathway

The Pathway refers to the conduit pathway owned by City, which crosses the 8th Street bridge from the manhole located at _____ to the manhole located at _____ in Pueblo, Colorado.

[INCLUDE MAP/IMAGE]

EXHIBIT B

Description of the Recipient Fiber

EXHIBIT A

Description of the Pathway

The Pathway refers to the conduit pathway owned by City, which crosses the 8th Street bridge from the manhole located at I-25 to the manhole located at Albany Street in Pueblo, Colorado.

Map of the same follows:

EXHIBIT B

Description of the Recipient Fiber

Intrepid will provide twelve (12) fibers in a buffer tube to the City of Pueblo from the 4th and Court Street demarcation (1-MH) to 8th Street and Erie Avenue (2-MH). The map of the same will be found in Exhibit A.

Exhibit_IFN - City of Pueblo

IFN-to provide 12 fibers to The City of Pueblo from 4th St and Court St Demarc 1-MH to 8th St and Erie Ave Demarc-2
City of Pueblo - to provide the use of duct from HH at Albany Ave and 8th St to Bridge Attachment and crossing Fountain Creek ending at the MH at the corner of 8th St and Erie Ave.

Legend



 Bridge Attachment



 City Conduit



 City HH and Duct Begins



 Courtyard by Marriott Pueblo Downtown



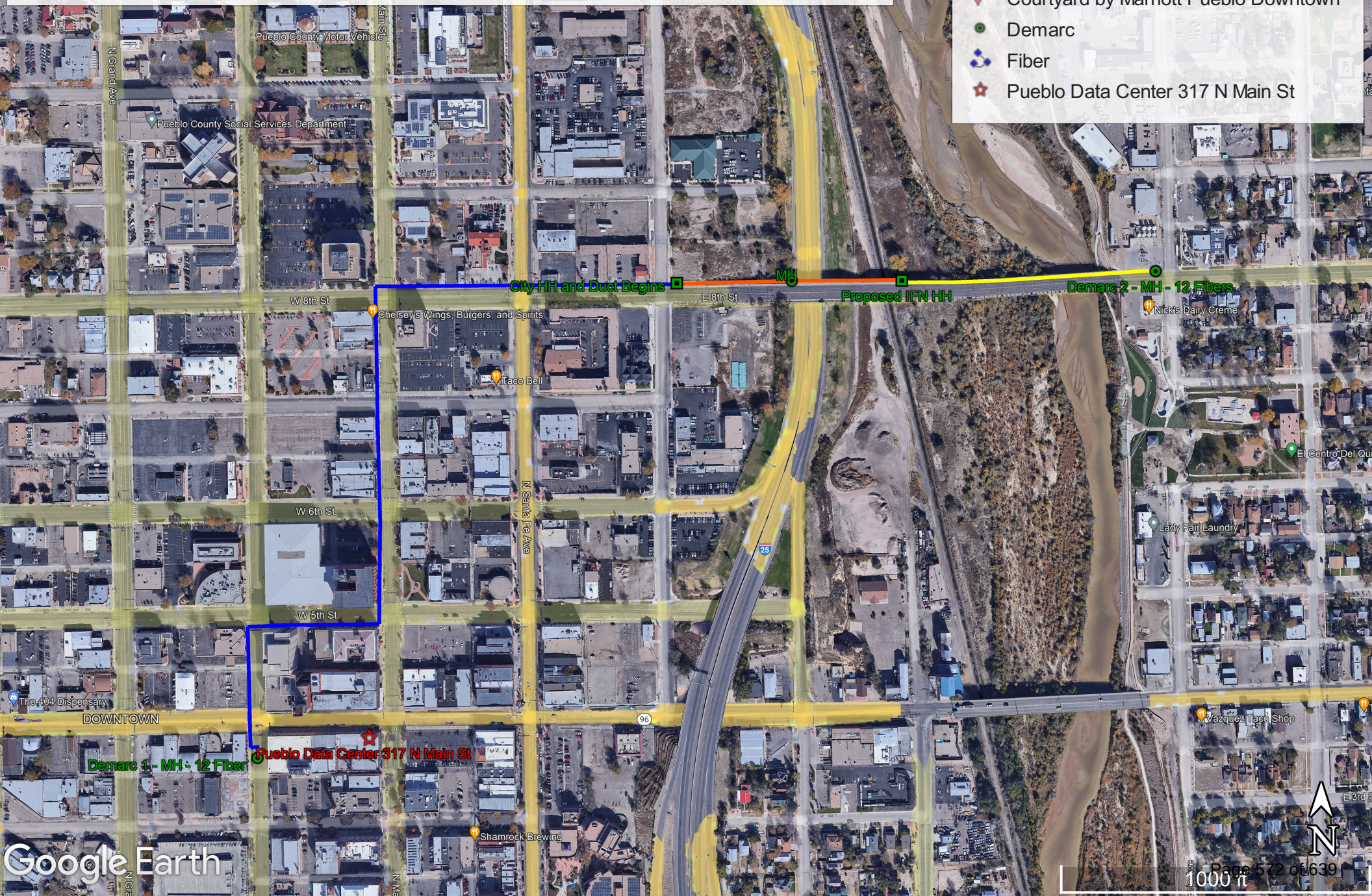
 Demarc



 Fiber



 Pueblo Data Center 317 N Main St





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 23, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE APPROVING AN ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION RELATING TO THE OPERATION OF THE PUEBLO ANIMAL SHELTER AND THE ENFORCEMENT OF LOCAL ANIMAL CONTROL ORDINANCES AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

SUMMARY:

Attached is an Ordinance approving an animal services contract with the Humane Society of the Pikes Peak Region (“HSPPR”) for 2023 through 2025.

PREVIOUS COUNCIL ACTION:

On April 8, 2019, by Ordinance No. 9444, and on June 24, 2019, by Ordinance No. 9492, the City Council approved animal services contracts with HSPPR.

BACKGROUND:

This Ordinance approves the Contract between the City, Pueblo County and HSPPR relating to the operation of the animal shelter and enforcement of animal control ordinances (“Contract”) for from January 1, 2023 through December 31, 2025.

FINANCIAL IMPLICATIONS:

Fee Schedule:

Year	City	County	Total	% Increase
2023	\$ 1,742,602	\$ 1,161,735	\$ 2,904,337	
2024	1,794,880	1,196,587	2,991,467	3%
2025	1,848,726	1,232,485	3,081,211	3%
Total	\$ 5,386,208	\$ 3,590,807	\$ 8,977,015	

Monthly Payments:

Year	City	County	Total
2023	\$ 145,216.83	\$ 96,811.25	\$ 242,028.08
2024	149,573.33	99,715.58	249,288.91
2025	154,060.50	102,707.08	256,767.58

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, HSPPR may discontinue the management of the animal shelter and enforcement of animal control ordinances.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. Contract between City and HSPPR (2023-2025)

ORDINANCE NO. 10381

AN ORDINANCE APPROVING AN ANIMAL SERVICES CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO COUNTY, A POLITICAL SUBDIVISION OF THE STATE OF COLORADO AND THE HUMANE SOCIETY OF THE PIKES PEAK REGION, A COLORADO NON-PROFIT CORPORATION RELATING TO THE OPERATION OF THE PUEBLO ANIMAL SHELTER AND THE ENFORCEMENT OF LOCAL ANIMAL CONTROL ORDINANCES AND AUTHORIZING THE MAYOR TO EXECUTE SAID CONTRACT

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

SECTION 1.

The Contract for Animal Services ("Contract") dated January 1, 2023, between the City of Pueblo, a Colorado municipal corporation ("City") and Pueblo County, a political subdivision of the State of Colorado ("County") and the Humane Society of the Pikes Peak Region, a Colorado non-profit corporation ("HSPPR") having been approved as to form by the City Attorney, is hereby approved. The Mayor is authorized to execute and deliver said contract in the name of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective on the date of final action by the Mayor and City Council *nunc pro tunc* January 1, 2023.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on January 23, 2023.

Final adoption of Ordinance by City Council on February 13, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on February 15, 2023.
- ☐ 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

K.R. P.
Deputy City Clerk

**HUMANE SOCIETY OF THE PIKES PEAK REGION
ANIMAL SERVICES CONTRACT**

Contractor: Humane Society of the Pikes Peak Region
610 Abbot Lane
Colorado Springs, CO 80905
(719) 473-1741
Attn: Duane Adams, President/CEO
dadams@hsppr.org

Representative/Contact Information:

City of Pueblo: Dan Kogovsek, City Attorney
1 City Hall Place
Pueblo, CO 81003
(719) 562-3899
dkogovsek@pueblo.us

County of Pueblo: Cynthia Mitchell, County Attorney
215 W. 10th Street, Room 312
Pueblo, CO 81003
(719) 583-6630
mitchellc@co.pueblo.co.us

Commencement Date: January 1, 2023

Expiration Date: December 31, 2025

This Animal Services Contract ("Contract") is made and entered into effective January 1, 2023 by and between the **City of Pueblo**, a municipal corporation ("City") and the **Board of County Commissioners of Pueblo County, Colorado** ("County") (together, "Entity") and the **Humane Society of the Pikes Peak Region**, a Colorado nonprofit corporation ("Contractor"). Contractor also conducts its operations by and through its operational division known as Animal Law Enforcement Services ("ALE").

Background and Purpose

A. Entity desires to purchase and receive from Contractor the animal services described in the Scope of Services attached hereto as Exhibit A and incorporated by this reference.

B. Contractor is an entity qualified and able to provide the type of services required by Entity and is willing to provide such services in accordance with the terms and conditions set forth in this Contract.

NOW, THEREFORE, in consideration of the benefits and obligations under this Contract, Entity and Contractor agree as follows:

Agreement

1. Scope of Services. Entity agrees to retain Contractor to perform the services described in Exhibit A ("Services"). Any modification to the Services provided by Contractor must be approved by Entity and Contractor in writing and upon mutual execution, shall become part of this Contract. In addition to the services described in Exhibit A and the other Exhibits to this Contract, Contractor agrees to provide assistance to Pueblo City and County Law Enforcement and Emergency Management Personnel in emergency situations that threaten animals in the Pueblo Community

such as fires, floods and other natural disasters consistent with the Pueblo Community Animal Response Team (CART) Agreement of November, 2016.

2. Standard of Performance. In performing the Services, Contractor shall use that degree of care and skill ordinarily performed by members of the same profession in the state of Colorado. Contractor represents to Entity that Contractor is and its employees performing such Services are properly licensed and/or registered within the state of Colorado (if licensure and/or registration is required by applicable law) and that Contractor and its employees possess the skills, knowledge and abilities to competently, timely and professionally perform the Services in accordance with this Contract. More specific standards of Contractor's performance are set forth in Exhibit A.

3. Compensation. Contractor shall perform the Services and Entity shall pay for the Services performed based on the rates and/or compensation schedule set forth in Exhibit B. It is understood and agreed to by the Parties that City and County may adjust the percentage of fees each owes to Contractor under this Contract as long as the total amount paid to Contractor each month by Entity remains unchanged. Entity will provide 30 days written notice to Contractor prior to any change in the percentage of fees paid under this Contract by City and County. Under no circumstances will the total amounts owed by Entity to Contractor under this Contract be changed by any adjustment to the fee split between City and County. It is understood by the Parties that fee schedules set forth in Exhibit B are subject to appropriation of funds by Entity. Payment of the Compensation shall be made in monthly installments and shall be due in advance on the tenth day of each month commencing following the execution of this Contract and continuing thereafter until through December 10 of the last year of the Term. Any cost, charge, fee or expense incurred by Contractor that is not specifically authorized under this Contract shall be deemed a non-reimbursable cost and Contractor shall be solely responsible for payment. Any modification of Compensation to be paid to Contractor must be approved by Entity and Contractor in writing and, upon mutual execution, shall become part of this Contract.

4. Term. The term of this Contract shall commence on the Commencement Date and shall terminate on the Expiration Date unless earlier terminated under this Contract, or otherwise agreed by Entity and Contractor in writing. Services to be performed under this Contract shall begin on January 1, 2023. Unless the Parties agree in writing to extend this Contract or enter into a superceding contract with Contractor, Entity will provide the following notices to Contractor:

- a. No later than 240 days prior to the scheduled expiration of this Contract, Entity will issue a Request for Proposals (RFP) soliciting bids for providing Animal Shelter and/or Animal Law Enforcement services and will provide Contractor with a copy of any such RFP.
- b. No later than 180 days prior to the scheduled expiration of this Contract, Entity will notify Contractor regarding what entity or entities were selected after evaluation of the RFP responses.

5. Independent Contractor. Contractor shall be solely responsible for payment of salaries, wages, payroll taxes, unemployment benefits or any other form of compensation or benefit to Contractor or any of Contractor's employees, agents, or other personnel performing the Services. It is expressly understood and agreed that neither Contractor nor Contractor's employees, agents, servants or other personnel shall be entitled to any payroll, insurance, unemployment, worker's compensation, retirement or any other benefits whatsoever from Entity.

6. Insurance. Contractor understands and agrees that it has no right of coverage under any existing or future comprehensive, self or personal injury policies maintained by Entity. Contractor shall provide insurance coverage for and on behalf of Contractor that will sufficiently protect Contractor, Contractor's agents, employees and other personnel in connection with the Services provided by Contractor pursuant to this Contract. Contractor shall provide worker's compensation insurance coverage for all Contractor personnel. Contractor shall furnish insurance certificates to Entity upon request and shall also name Entity as an additional insured on Contractor's liability insurance

policies that relate to the Services performed by Contractor under this Contract. All insurance policies maintained by Contractor under this Contract shall contain an endorsement waiving subrogation against Entity.

7. Indemnification and Hold Harmless. Contractor expressly agrees to, and shall, indemnify and hold harmless Entity and any of its officers, agents, or employees from any and all claims, damages, liability, or court awards, including costs and reasonable attorney fees that are or may be awarded as a result of any loss, injury or damage sustained or claimed to have been sustained by anyone, including but not limited to, any person, firm, or entity in connection with or arising out of any act or omission by Contractor or any of its employees, agents, partners, subcontractors, consultants, or others working on behalf of Contractor in performance of the Services under this Contract. Nothing in this paragraph shall constitute an agreement by Contractor to indemnify or hold Entity harmless for any act or omission by Entity or any of its officers, agents, or employees.

8. Audit and Inspection. Contractor shall at all times during the term of this Contract maintain such books and records as shall sufficiently and properly reflect all direct costs of any nature in the performance of this Contract, and shall utilize such bookkeeping procedures and practices as will reflect these costs. Books and records shall be subject, at any reasonable time, to inspection, audit or copying by authorized Entity personnel, or such independent auditors or accountants as are designated by Entity. Contractor shall permit the Entity representative or other authorized Entity personnel, at any reasonable time during regular business hours upon advance notice, to inspect the facility and to inspect and/or copy any and all data, notes, records, documents and files of the Services Contractor is performing in connection with this Contract. Such disclosure of records at Entity's request shall not waive any rights of Contractor to claim the disclosed records are confidential or proprietary.

9. Termination.

9.1 Voluntary Termination. This Contract may be terminated by Entity or Contractor for any reason or no reason upon written notice delivered to the other party at least **ninety (90) days prior to termination.** In the event of the exercise of the right of voluntary termination as provided by this paragraph:

- A. Contractor shall continue to provide complete and full Services in connection with this Contract after receipt of or issuance of a notice of termination during the 90-day notice period, and Entity shall continue to pay compensation to Contractor for the Services performed during that period; and
- B. At termination, all finished or unfinished documents, data, studies and reports prepared by Contractor pursuant to this Contract, if any, shall be delivered by Contractor to Entity and shall become the property of Entity; and
- C. Promptly after termination, Contractor shall prepare a final accounting and final invoice of charges for all outstanding and unpaid Services and reimbursable expenses, if authorized, performed or incurred prior to the date of termination. Such final accounting and final invoice shall be delivered to Entity within forty-five (45) days from the date of termination. Entity shall pay the final invoice, if it is reasonably documented, within thirty (30) days of receipt.

9.2 Payments For Early Termination Unrelated To Performance. If Entity terminates this Contract prior to its expiration date for any reason unrelated to Contractor's performance of its obligations under this agreement, Entity shall may payment to Contractor as follows:

- A. If Entity terminates the Contract for reasons other than performance after one year from the execution of the contract (but before the two years from execution), Entity shall make a payment to Contractor of \$300,000 within 30 days of contract termination.

- B. If Entity terminates the Contract for reasons other than performance after two years from the execution of the contract (but before three years from execution), Entity shall make a payment to Contractor of \$250,000 within 30 days of the contract termination.
- C. If Entity terminates the Contract for reasons other than performance after three years from the execution of the Contract, Entity shall make a payment to Contractor of \$200,000 within 30 days of the contract termination
- D. Entity (City and County) shall be responsible jointly, on a 50/50 payment basis,,for payments, if any, required by this Section 9.2.

9.3 Termination for Non-Performance. Should a party to this Contract fail to materially perform in accordance with the terms and conditions of this Contract, this Contract may be terminated by the performing party if the performing party first provides written notice to the non-performing party ("Default Notice"). The Default Notice shall specify the default under the Contract, the remedy for curing the default, the date by which the default must be cured (which date shall be a reasonable time period, not less than ten (10) business days) and a notice that if such default is not cured, or no action has been taken to cure the default during the cure period, the Contract will be terminated. In the event of termination under this paragraph, Contractor shall prepare a final accounting and final invoice of charges for all performed but unpaid Services and authorized reimbursable expenses. The final accounting and final invoice shall be delivered to Entity within forty-five (45) days of the termination date, and Entity shall pay the final invoice, if it is reasonably documented, within thirty (30) days of receipt. Provided that notice of default is given in accordance with this paragraph, nothing in this paragraph shall prevent, preclude, or limit any claim or action for default or breach of contract resulting from non-performance by a party.

10. Dispute Resolution. If a dispute arises between the parties relating to this Contract, other than the non-payment of compensation due for Services performed by Contractor, the following procedure applies:

10.1 A party shall give written notice of the dispute to the other party. The parties shall hold a meeting attended by persons with decision-making authority regarding the dispute to attempt in good faith to negotiate a resolution. The meeting shall be held promptly, but in no event later than fifteen (15) calendar days after the initial written notice of the dispute. Such meeting shall not be deemed to reduce or eliminate the obligations and liabilities of the parties or be deemed a waiver by a party of any remedies to which such party would otherwise be entitled, unless otherwise agreed to by the parties in writing.

10.2 If, within fifteen (15) calendar days after such meeting, the parties have not succeeded in negotiating a resolution of the dispute, they agree to submit the dispute to non-binding mediation and to bear equally the costs of the mediation.

10.3 The parties will jointly appoint a mutually acceptable mediator. If they fail to do so within twenty (20) calendar days from the conclusion of the meeting referred to in Section 10.1 above, a mediator shall be appointed by the Judicial Arbiter Group or, if the Judicial Arbiter Group is no longer in operation, by a similar private mediation company in Colorado.

10.4 The parties will schedule the mediation for a date within thirty (30) calendar days after selection of the mediator(s). The parties agree to participate in good faith in the mediation and negotiations related thereto for a period of thirty (30) calendar days after the mediation. The substantive and procedural law of the State of Colorado shall apply to the proceedings. If the parties are not successful in resolving the dispute through mediation, then the parties shall be free to litigate the matter subject to the terms of this Contract.

11. General Conditions.

11.1 Notices. Unless otherwise specifically required by a provision of this Contract, any notice required or permitted by this Contract shall be in writing and shall be deemed to have been sufficiently given for all purposes if sent by certified mail, postage prepaid, addressed to the party to whom such notice is to be given at the address set forth below or at such other address as has been previously furnished in writing to the other party. Such notice shall be deemed to have been given when deposited into the United States mail properly addressed to the intended recipient.

If to the Entity:

If to the Contractor:

Pueblo County: Attn: Cynthia Mitchell County Attorney 215 W. 10 th St. Rm. 312 Pueblo, CO 81003	Humane Society of the Pikes Peak Region Attn: Duane Adams, CEO 610 Abbot Lane Colorado Springs, CO 80905
City of Pueblo Attn: Dan Kogovsek, City Attorney 1 City Hall Place, 3 rd Floor Pueblo, CO 81003 With a copy to: Nick Gradisar, Mayor 1 City Hall Place Pueblo, CO 81003	

11.2 No Waiver of Governmental Immunity. Nothing in this Contract shall be construed to waive, limit, or otherwise modify any governmental immunity that may be available by law to Entity, its officials, employees, contractors, or agents, or any other person acting on behalf of Entity (including Contractor) and, in particular, governmental immunity afforded or available pursuant to the Colorado Governmental Immunity Act, Title 24, Article 10, Part 1 of the Colorado Revised Statutes.

11.3 No Waiver of Rights. A waiver by any party to this Contract of the breach of any term or provision of this Contract shall not operate or be construed as a waiver of any subsequent breach by either party. Entity's approval or acceptance of, or payment for, Services shall not be construed to operate as a waiver of any rights or benefits to be provided under this Contract. No covenant or term of this Contract shall be deemed to be waived by either party except in writing signed by both parties. Any written waiver of a right shall not be construed to be a waiver of any other right or to be a continuing waiver unless specifically stated.

11.4 Assignment/Subcontracts. Contractor shall not assign its interest in this Contract or subcontract any of the Services to be performed under this Contract without the written consent of Entity.

11.5 Conflict of Interest. Contractor shall refrain from providing services to other persons, firms, or entities that would create a conflict of interest for Contractor with regard to providing the Services pursuant to this Contract. Contractor shall not offer or provide anything of benefit to any Entity official or employee that would place the official or employee in a position of violating the public trust as provided by C.R.S. § 24-18-109, as amended, or any Entity-adopted code of conduct or ethical principles.

11.6 Compliance with Laws. At all times during the performance of this Contract, Contractor shall strictly observe and conform to all applicable federal, state and local laws, rules, regulations and resolutions that are currently in force or may hereafter be established. Contractor

shall be responsible at its own expense for obtaining and maintaining all licenses and permits necessary to perform the Services under this Contract.

11.7 Compliance with Immigration and Control Act. Contractor certifies that it has complied with the United States Immigration and Control Act of 1986. All persons employed by Contractor for performance of this agreement have completed and signed Form I-9 verifying their identities and authorization for employment.

11.8. State-Imposed Mandates Prohibiting Illegal Aliens from Performing Work Under this Contract.

(a) At or prior to the time for execution of this Contract, the Contractor shall submit its certification that it does not knowingly employ or contract with an illegal alien who will perform work under this Contract and that the Contractor will participate in either the E-Verify Program created in Public Law 208, 104th Congress, as amended and expanded in Public law 156, 108th Congress, as amended, that is administered by the United States Department of Homeland Security or the "Department Program" established pursuant to Section 8-17.5-102(5)(c), C.R.S. that is administered by the Colorado Department of Labor and Employment in order to confirm the employment eligibility of all employees who are newly hired for employment to perform work under this Contract.

(b) Contractor shall not:

(I) Knowingly employ or contract with an illegal alien to perform work under this Contract;

(II) Enter into a contract with a subcontractor that fails to certify to Contractor that the subcontractor shall not knowingly employ or contract with an illegal alien to perform work under this Contract.

(c) The following state-imposed requirements apply to this Contract:

(I) The Contractor shall have confirmed the employment eligibility of all employees who are newly hired for employment to perform work under this Contract through participation in either the E-Verify Program or Department Program.

(II) The Contractor is prohibited from using either the E-Verify Program or Department Program procedures to undertake pre-employment screening of job applicants while this Contract is being performed.

(III) If the Contractor obtains actual knowledge that a subcontractor performing work under this Contract knowingly employs or contracts with an illegal alien to perform work under this Contract, the Contractor shall be required to:

A. Notify the subcontractor and Entity within three (3) days that the Contractor has actual knowledge that the subcontractor is employing or contracting with an illegal alien; and

B. Terminate the subcontract with the subcontractor if within three (3) days of receiving the notice required pursuant to subparagraph (c)(III)A. above the subcontractor does not stop employing or contracting with the illegal alien; except that the Contractor shall not terminate the contract with the subcontractor if, during such three (3) days, the subcontractor provides information to establish that the subcontractor has not knowingly employed or contracted with an illegal alien.

(IV) The Contractor is required to comply with any reasonable request by the Colorado Department of Labor and Employment (hereinafter referred to as CDLE) made in the course of an investigation that CDLE is undertaking pursuant to its authority under Section 8-17.5-102(5), C.R.S.

(d) Violation of this Section by the Contractor shall constitute a breach of contract and grounds for termination. In the event of such termination, the Contractor shall be liable for Entity's actual and consequential damages.

(e) Nothing in this Section shall be construed as requiring the Contractor to violate any terms of participation in the E-Verify Program.

11.9 Non-discrimination. Contractor shall not hire, discharge, transfer, promote or demote, or in any manner discriminate against any person otherwise qualified and capable because of race, color, sex, marital status, age, religion, disability or national origin. Contractor agrees to comply with applicable federal and state statutes and regulations concerning non-discrimination.

11.10 Rights of Third Parties. This Contract does not and shall not be deemed to confer on any third party the right to the performance or proceeds under this Contract, to claim any damages or to bring any legal action or other proceeding against the Entity or Contractor for any breach or other failure to perform this Contract.

11.11 Governing Law, Venue, and Enforcement. This Contract shall be governed by and interpreted according to the laws of the state of Colorado. Venue for any action arising under this Contract shall be in the appropriate court for Pueblo County, Colorado. To reduce the cost of dispute resolution and to expedite the resolution of disputes under this agreement, **the parties hereby waive any and all right either may have to request a jury trial in any civil action relating primarily to the enforcement of this Contract.** The parties agree that the rule that ambiguities in a contract are to be construed against the drafting party shall not apply to the interpretation of this Contract.

11.12 Assignment and Release. All or part of the rights, duties, obligations, responsibilities, or benefits set forth in this Contract shall not be assigned by Contractor without the written consent of Entity. Any written assignment shall expressly refer to this Contract, and shall specify the particular rights, duties, obligations, responsibilities, or benefits so assigned. No assignment shall release Contractor from performance of any duty, obligation, or responsibility unless such release is clearly expressed in such written document of assignment.

11.13 Incorporation of Exhibits and Recitals; Conflict in Terms. Unless otherwise stated in this Contract, all exhibits, or documents referenced in this Contract and the recitals set forth above shall be incorporated into this Contract for all purposes. In the event of a conflict between any exhibit and this Contract, the provisions of this Contract shall control.

11.14 Severability. Invalidation of any of the provisions of this Contract or the application thereof in any given circumstances shall not affect the validity of any other provision of this Contract.

11.15 Binding Effect. This Contract shall be binding upon the successors, heirs, legal representatives, and authorized assigns of Entity and Contractor.

11.16 Article X Section 20/TABOR. The parties understand and acknowledge that Entity is subject to Article X, § 20 of the Colorado Constitution ("TABOR"). The parties do not intend to violate the terms and requirements of TABOR by the execution of this Contract. It is understood and agreed that this Contract does not create a multi-fiscal year direct or indirect debt or obligation within the meaning of TABOR and, therefore, notwithstanding anything in this Contract to the contrary, all payment obligations of Entity are expressly dependent and conditioned upon the

continuing availability of funds beyond the term of Entity's current fiscal period ending upon the next succeeding December 31. Financial obligations of Entity payable after the current fiscal year are contingent upon funds for that purpose being appropriated, budgeted, and otherwise made available in accordance with the rules, regulations, and resolutions of Entity, and other applicable law. Upon the failure to appropriate such funds, this Contract shall be terminated.

11.17 Contractor's Records Not Subject to Colorado Open Record's Act. Unless specifically identified as public records in the Scope of Services attached hereto as Exhibit A, all records of Contractor related to, prepared by, or maintained in connection with the provisions of services under this Contract are the property of Contractor, shall be deemed confidential and proprietary, and shall not be deemed public records as defined in the Colorado Open Records Act ("CORA").

Contractor will respond to public requests for records in accordance with Contractor's written policy concerning such disclosure. Any work product, materials, and documents produced or maintained by Contractor pursuant to this Contract shall remain the property of Contractor and retained in accordance with Contractor's written records retention policy.

11.18 Additional Terms and Conditions. Additional provisions set forth in Exhibits A, B, and C attached hereto are made a part of this Contract.

11.19 Entire Agreement. This Contract represents the entire and integrated agreement between Entity and Contractor and supersedes all prior negotiations, representations, or agreements, either written or oral. Any amendments to this Contract must be in writing and be signed by both Entity and Contractor. The individuals executing this Contract represent they are expressly authorized to enter into this Contract on behalf of the Entity and Contractor and to bind their respective entities.

IN WITNESS WHEREOF, THE UNDERSIGNED HAVE EXECUTED THIS CONTRACT ON BEHALF OF ENTITY AND CONTRACTOR:

ATTEST:

**CITY OF PUEBLO
A COLORADO MUNICIPAL CORPORATION**

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

Date: _____

**Board of County Commissioners of
Pueblo County, Colorado**

By: _____
Chairperson of the Board

Attest: _____
Clerk to the Board of County
Commissioners

Approved as to form:

Daniel C. Kogovsek

Pueblo City Attorney

Approved as to form:

Pueblo County Attorney

CONTRACTOR:

Humane Society of the Pikes Peak Region
a Colorado nonprofit corporation

By: _____
Duane Adams, CEO/President

Date: _____

EXHIBIT A
SCOPE OF SERVICES

Sheltering Scope of Services

1. The Humane Society of the Pikes Peak Region shall be the designated shelter operator for the City of Pueblo and Pueblo County. HSPPR shall accept animals from the Animal Law Enforcement related activities 24 hours per day 7 days per week. The shelter shall accept stray and owned domestic animals from the general public during business hours determined by HSPPR.
2. Animals shall be provided humane treatment and veterinary care during their stay at HSPPR.
3. Animals impounded by Animal Law Enforcement or accepted from a citizen as a stray animal (except for feral cats and community cats) shall be held as required by City Ordinance, County Code or State Statute (for example bite cases, dangerous animal, or animal cruelty).
4. HSPPR will provide service to reunite lost pets with their family in accordance with the City and County codes.
5. Animals that become the property of HSPPR will be assigned a disposition in accordance to the policies and procedures of HSPPR. The policies and procedures of HSPPR will be provided to Entity upon request.
6. HSPPR will operate in compliance with the local, state and federal laws pertaining to operating an animal shelter.
7. HSPPR will provide janitorial and interior cleaning services for the shelter. Pueblo County will provide maintenance and routine repairs of the building and grounds costing less than \$1000 in labor and materials, including without limitation HVAC and other building systems, landscaping, roof, parking lot and snow removal.
8. Entity (City and County) will be responsible jointly, on a 50/50 payment basis, for non-routine repairs (those costing \$1000 or more in labor and materials) including renovations of the building such as replacement of walls and other structural features of the facility and of HVAC and other building systems. Requests for such non-routine repairs of the Animal Shelter facilities must be approved by both City and County prior to the time work on such projects starts.
9. HSPPR will provide statistical reporting to Entity on a quarterly basis. HSPPR will conduct quarterly meetings with City and County Elected Officials and/or staff and will be available to meet with the City Mayor and

City Council, and the Board of County Commissioners at least two times per year.

10. Any fees, licensing revenue or restitution collected by HSPPR related to services performed under the terms of this Contract remain the revenue of HSPPR.

11. Hours for the shelter will be as follows:

Receiving:

8:30-5:00 Mon-Fri

8:30-5:00 Sat-Sun

Adoptions and Reclaims:

12:00-5:00 Mon-Fri

12:00-5:00 Sat-Sun

12. HSPPR shall provide reasonable adoption services at the Pueblo Animal Shelter and adoption fees will be set and retained by HSPPR. Animals will be spayed or neutered before they are adopted. If adopted animals are not eligible for sterilization, the adopter will pay a spay and neuter deposit as mandated by state law.

Animal Law Enforcement Scope of Services

1. The Animal Law Enforcement Department service provider shall, during established regular business hours, enforce City Code, County Resolutions and State Statutes related to domestic animals within the entire area of the City of Pueblo and Pueblo County excluding Military Installations, Universities and Colleges, and State and County Parks. Animal Law Enforcement Officers employed by Animal Law Enforcement will be given Special Police Powers as defined in the City Code and County Resolution through appointment as prescribed by each entity.

ALE Officer Hours

April through October: 8:00 am to 9:00 pm

November through March: 8:00 am to 6:00 pm

Sundays throughout the year: 8:00 am to 5:00 pm

City / County Recognized Holidays Emergency On-Call Services Only

2. Animal Law Enforcement Officers shall respond to Emergency (Priority 1) calls for service outside of regular business hours. Emergency (Priority 1) calls outside of regular business hours shall be received and dispatched to Animal Law Enforcement by the Pueblo Police Department Communication Center in accordance with established policies and procedures.

Emergency (Priority 1) Calls for Service

Call Type	Description
Dangerous Animal at Large	Animal has attacked or threatened to attack coming in direct physical contact with a person or domestic animal and animal is believed to be running at large. Animal has attacked a person causing bodily or severe bodily injury and animal remains a threat to public safety.
Assists to Law Enforcement or Fire Department	Response requested by law enforcement (Pueblo PD, Pueblo SO, CSP, etc.) to assist with domestic animal. Common situation may include arrest where an animal would be left unattended in a vehicle or home, search warrant, death of a person and animals are unattended, domestic violence, or anytime law enforcement requires assistance to remove an animal. Fire Department or other government agency as may be required to assist with control or removal of an animal such as a vehicle accident where operator and/or passengers were transported for health care and animal must be removed.
Critically Injured Domestic Animals	Situation involving life threatening injury to a domestic animal such as a dog or cat that was struck by an automobile, is bleeding profusely or other injury where loss of animal's life is likely to occur if immediate treatment is not provided.
Severe Animal Cruelty	Extremely emaciated, injured, or neglected animals that if left in the in their existing situation will likely result in severe suffering and/or loss of life. Common situations may include an animal hoarding case, co-occurrence of domestic violence or child abuse where animal cruelty also exists, or any other severe animal cruelty where the animal's life is in immediate jeopardy.
Other Incidents	On occasions there may be other situations where a response from an Animal Law Enforcement Officer is required after hours. These cases will be rare and normally will be generated as a result of a request from law enforcement or other governmental agency.

3. Animal Law Enforcement shall provide assistance to Law Enforcement as may be reasonably requested by the Pueblo Police Department or Pueblo County Sheriff Office 24 hours per day 7 days per week, at no additional cost to the City or County, when domestic animals are present and responding Law Enforcement Agency is requesting removal of those animals. The Pueblo Police Department and Pueblo County Sheriff Office shall reciprocate requests by Animal Law Enforcement where Law Enforcement assistance is required to execute the duties contained herein. Animal Law Enforcement Officers will

testify in court regarding summons issued at no additional cost to the City or County.

4. Animal Law Enforcement and HSPPR shall fulfill all of their obligations under state law and local code and ordinances regarding cases potentially involving rabies and in executing appropriate quarantines in cases of possible domestic animal exposure to rabies.
5. Animal Law Enforcement and HSPPR shall provide all necessary equipment for the performance of Animal Law Enforcement Services under this Contract. Such equipment shall include but is not limited to caging, computers, vehicles, swab units, personal protective equipment, capture and handling devices, and other necessary materials needed to protect officer safety and the welfare of animals, except that the City or County shall provide assistance in procuring communication equipment (800 MHz or equivalent radios and dedicated frequency) and upgrades to that equipment when necessary.
6. Animal Law Enforcement shall operate a Communications Center during approved regular business hours. The Communications Center will answer telephone calls from the general public, City and County Staff, or other agencies related to Animal Law Enforcement Services and dispatch Officers to matters related to enforcement of City Code, County Resolution, and State Statutes involving domesticated animals. After hour calls will be screened and dispatched through Pueblo City/County dispatch center.
7. Animal Law Enforcement shall license animals in accordance with City Code and County Resolutions. Appropriate records shall be maintained on licensed animals. All funds collected for the licensing of animals shall be retained by HSPPR.
8. Contractor shall work collaboratively with the City's and County's representatives to facilitate Animal Law Enforcement and animal sheltering needs. Appropriate City/County Staff and HSPPR representatives will meet or coordinate not less than quarterly to review performance, reports, and discuss opportunities for improvement.
9. Contractor shall provide humane treatment of all animals while in the care of HSPPR and provide first aid services as required, including emergency veterinary care at the expense of HSPPR.
10. Contractor shall provide humane euthanasia services for animals as required in the performance of duties in a manner that conforms to statutes and regulations of the State of Colorado and provide disposition of domestic animal carcasses as required by law.

11. ALE will not respond to nuisance or dangerous wildlife calls, deceased wild animals or pick up owned, nuisance, or at large domestic felines. However, ALE agrees to remove and dispose of deceased domestic dogs and cats reported on Entity's streets, roads and public rights-of-way. The fees paid by Entity under this Contract reflect the anticipated costs in time and resources incurred by ALE when responding to deceased domestic animal situations. Contractor agrees to report the frequency of such deceased animal calls and Entity agrees to meet with Contractor during the term of this Agreement to assess whether the Contractor's burden under this term should be reduced or, in the alternative, whether the Contractor should receive more compensation for this responsibility.

**EXHIBIT B
COMPENSATION SCHEDULE**

Subject to appropriation of funds by the Pueblo County Board of County Commissioners and the Pueblo City Council for their respective fee obligations, Entity agrees to pay Contractor for the complete and satisfactory performance of Services under this Agreement in the following amount and per the payment schedule listed below. As noted in paragraph 3 (Compensation) of this Contract, Entity may mutually agree to adjust their respective share of the fees paid to Contractor as long as the total fees paid to Contractor by Entity remains unchanged.

Fee Schedule:

Year	City	County	Total	% Increase
2023	\$ 1,742,602	\$ 1,161,735	\$ 2,904,337	
2024	1,794,880	1,196,587	2,991,467	3 %
2025	1,848,726	1,232,485	3,081,211	3 %
Total	\$ 5,386,208	\$ 3,590,807	\$ 8,977,015	

Monthly Payments:

Year	City	County	Total
2023	\$ 145,216.83	\$ 96,811.25	\$ 242,028.08
2024	149,573.33	99,715.58	249,288.91
2025	154,060.50	102,707.08	256,767.58

EXHIBIT C
ADDITIONAL TERMS AND CONDITIONS

**Agreement between HSPPR and City of Pueblo and Pueblo County
(together, the "Entity")**

1. At all times during this Contract a HSPPR Pueblo Animal Shelter Community Liaison and Compliance Committee shall exist and meet no less frequently than ten (10) times per year. The Animal Shelter Community Liaison and Compliance Committee shall receive briefings regarding the operations of the Animal Shelter and Animal Law Enforcement (ALE) operations, including updates on any State inspections or reports, statistics on animal law enforcement and sheltering, and any know ongoing or potential future community issues that involve or affect the Animal Shelter or ALE. The Community Liaison and Compliance Committee shall provide advice and counsel regarding the Animal Shelter and ALE.
2. HSPPR shall appoint up to 4 members of the Community Liaison and Compliance Committee. City and County may each provide one (1) representative for the Community Liaison and Compliance Committee. The City representative shall be appointed by the Mayor's Office and the County Representative shall be appointed by the Board of County Commissioners. The City and County representatives shall act as a liaison between their respective governments and Animal Shelter/ALE management. In addition, one representative each may be provided by:
 - a. Pueblo County Sheriff's Office
 - b. Pueblo City Police Department
 - c. Pueblo Department of Health and Environment
 - d. Colorado State University Extension
3. City or County may audit HSPPR financials within a mutually agreed upon time frame and at their own expense. HSPPR will provide Entity with supplemental statements in audited financial statements.
4. HSPPR will notify Entity of any PACFA inspections within 48 hours of such inspections occurring. HSPPR will provide Entity with copies of any PACFA reports HSPPR receives related to the services provided under this Contract within three (3) business days of receipt by HSPPR of such reports.
5. HSPPR may hire staff and provide benefit packages at its discretion using its own funding.

6. City and County Public Information Officers will work with HSPPR to create a common media strategy regarding the Animal Shelter and to respond rapidly to any misinformation, accusations, or public concerns regarding the Animal Shelter.
7. HSPPR will pay all utilities at the Animal Shelter facility during the term of this Contract.
8. Pueblo County will provide, at its own cost, snow removal at the PAS facility when there is 2 inches of snow or more on sidewalks and parking area.
9. Pueblo County will provide at its own cost at the animal shelter facility all lawn and grounds maintenance, mowing one time per week, provide appropriate fertilizer and weed treatments three times a year, and service and winterize the sprinkler system and provide off-lawn weed and bush care.
10. Pueblo County will provide routine HVAC services at its own cost for the animal shelter facility, including tests, inspections, filter changes, and preventative service.
11. Pueblo County will provide at its own cost all other required routine building and parking lot maintenance and routine repairs needed for the animal shelter facility.
12. HSPPR may use funding from grants, donations from Pueblo City and/or County residents, and other non-governmental funding sources to supplement the work for the Pueblo community that HSPPR is required to perform under this Contract.
13. HSPPR owns certain equipment and personal property currently located at the Pueblo animal shelter that was funded by donations and grants and not by Entity ("HSPPR Property"). HSPPR Property is identified on the attached Schedule 1, as may be amended from time to time. In the event of termination of the Contract, HSPPR shall be allowed to retain and remove all HSPPR Property from the Animal Shelter facility.
14. HSPPR shall document the source of funds used for all equipment and other purchases made for the performance of services under this Contract. HSPPR shall retain, and provide receipts or other documentation to Entity showing the source of funds for each purchase and identify the ownership of the purchased property (Entity or HSPPR). HSPPR shall provide written reports of its purchases to Entity on no less than an annual basis.



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: January 23, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE, UPDATING THE PROVISIONS FOR DANGEROUS ANIMALS AND POTENTIALLY DANGEROUS ANIMALS

SUMMARY:

Attached for consideration is a text amendment to Chapter 4 of Title XI of the Pueblo Municipal Code, updating Section 11-4-14 – Dangerous Animals, Potentially Dangerous Animals.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Pueblo Municipal Code Section 14 of Chapter 4, Title XI, omits language in subsection (f) making it an offense to fail to comply with protection orders associated with ownership of a dangerous animal if you are not the person who owned the dangerous animal at the time of its dangerous designation. In other words, subsequent owners of animals designated as dangerous are not currently included in the statute penalizing failure to comply with the provisions of the protection order, which restricts how the animal is to be cared for and maintained. Changes are needed to bring the provisions up to date with current law and to create an enforceable requirement. This Ordinance makes those 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, subsequent owners of dangerous animals will not be required to comply with protective orders.

RECOMMENDATION:

Staff recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10382

AN ORDINANCE AMENDING CHAPTER 4 OF TITLE XI OF
THE PUEBLO MUNICIPAL CODE, UPDATING THE
PROVISIONS FOR DANGEROUS ANIMALS AND
POTENTIALLY DANGEROUS ANIMALS

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

SECTION 1.

Section 11-4-14 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-4-14. Dangerous animals; potentially dangerous animals.

(a) Definitions. As used in this Section, the following words have the following meanings:

(1) *Serious bodily injury* means any physical injury that results in severe bruising, muscle tearing, skin laceration, or any physical injury that requires corrective or cosmetic surgery.

(2) *Dangerous animal* means any animal that:

- a. Has inflicted serious bodily injury upon a person or has inflicted serious bodily injury upon or caused the death of a domestic animal; or
- b. Has engaged in or been trained for animal fighting as described and prohibited in Section 18-9-204, C.R.S.; or
- c. Has been previously adjudged as a potentially dangerous animal under this Section and the animal has engaged in subsequent behavior that poses a threat to public safety or the owner has failed to abide by a protective order.

(3) *Potentially dangerous animal* means any animal that may be a threat to public health and safety as demonstrated by:

- a. Causing any injury less than a serious bodily injury to any person or domestic animal.
- b. Actions that cause a reasonable person to believe that the animal may inflict bodily injury upon or cause the death of any person, whether such person is on foot, in a vehicle, or on a device which allows such person to be in motion, and whether such animal is tethered or otherwise restrained.
- c. Attacks any person who is lawfully on the owner's property.

d. Acts in a highly aggressive manner within a fenced yard or enclosure and appears to a reasonable person to be able to jump over, dig under, or otherwise immediately escape such fenced yard or enclosure to complete an attack.

(b) Violation, Ownership of Dangerous Animal. It shall be unlawful and a Class 1 municipal offense for any person to own, possess, harbor, keep, have a financial or property interest in, or have custody or control of a dangerous animal; except that a person who maintains a dangerous animal pursuant to and in compliance with a dangerous animal license and protective order entered by a court of competent jurisdiction shall be presumed not to be in violation of this provision. This presumption may be rebutted by the fact that the animal acted as a potentially dangerous animal or caused bodily injury despite such compliance.

(c) Violation, Ownership of Potentially Dangerous Animal. It shall be unlawful and a Class 2 municipal offense for any person to own, possess, harbor, keep, have a financial or property interest in, or have custody or control of a potentially dangerous animal; except that a person who maintains a potentially dangerous animal pursuant to and in compliance with a potentially dangerous animal license and protective order entered by a court of competent jurisdiction shall be presumed not to be in violation of this provision. This presumption may be rebutted by the fact that the animal acted as a potentially dangerous animal or caused bodily injury despite such compliance.

(d) Affirmative Defense. Except as otherwise noted, the following circumstances shall constitute an affirmative defense to a violation of the foregoing Subsection (b) or (c) in the following manner:

(1) At the time of the attack by the animal which causes injury to a domestic animal, the domestic animal was at large, was an estray and entered upon the property of the owner and the attack began, but did not necessarily end, upon such property;

(2) At the time of the attack by the animal which causes injury to a domestic animal, said domestic animal was biting or otherwise attacking the animal or its owner;

(3) At the time of the attack by the animal which causes injury to a person, the victim of the attack was committing or attempting to commit a criminal offense against the animal's owner, and the attack did not occur on the owner's property;

(4) At the time of the attack by the animal which causes injury to a person, the victim of the attack was committing or attempting to commit a criminal offense against a person on the owner's property or the property itself, and the attack began, but did not necessarily end, upon such property; or

(5) The person who was the victim of the attack by the animal tormented, provoked, abused or inflicted injury upon the animal in such an extreme manner which resulted in the attack.

(e) Protective Order. Upon entry of sentence pursuant to a plea of or finding of guilt, the Municipal Court shall order upon violation of Subsection (b), and may order upon violation of Subsection (c), the defendant to:

(1) Confine such animal in a building or enclosure designed to be escape-proof and, whenever such animal is outside of such building or enclosure, the animal shall be securely muzzled and restrained by a secure collar and leash no longer than four (4) feet under the direct physical control of the owner or other responsible person at all times. Escape-proof enclosure means a structure of at least six (6) feet in height with secured sides, locked, and designed to prevent the animal escaping the enclosure. If such enclosure has no bottom secured to the sides, the sides must be embedded into the ground no less than two (2) feet deep. If the required six (6) feet in height and two (2) feet in depth is inadequate to contain the animal, the height and depth of the enclosure shall be increased until the enclosure is deemed escape-proof by an Animal Control Officer. The enclosure must be suitable to prevent the entry of young children or lunging attacks outward by the animal. Nothing in this Subsection shall prevent the humane care of the animal. Animal Control Officers are permitted to inspect the animal and premises for compliance at reasonable times.

(2) Display in a prominent place on the defendant's premises, and the premises where the animal resides if different, a sign easily readable by the public from the public street using the words "Beware of Dangerous Animal" or "Beware of Potentially Dangerous Animal," as applicable.

(3) Immediately report to the Shelter Operator any material change in the animal's situation, including but not limited to a change of address, escape or death.

(4) At the defendant's expense, permanently identify the animal through the implantation of a microchip by a licensed veterinarian or a licensed shelter. The owner shall file the veterinary record of the microchip implantation with the Shelter Operator.

(5) Prior to the implantation of the microchip, pay a nonrefundable microchip license fee of fifty dollars (\$50.00) to the Shelter Operator.

(6) Spay or neuter the animal, if the animal is not already spayed or neutered, at the owner's expense. The Municipal Court may grant an exception to the spay or neuter requirement where defendant provides to the court within thirty (30) days: (i) a letter from a licensed veterinarian stating such spaying or neutering of the animal would be harmful to its health, or (ii) paperwork demonstrating the animal is registered and actively being shown in an event that does not allow the animal to be altered.

(7) Prior to the animal receiving any service or treatment, disclose in writing to any provider of the service or treatment, including but not limited to a veterinary health care worker, groomer, humane agency staff person, pet animal care facility staff person, professional handler, or trainer, each acting in the performance of his or her respective duties, that the animal has been the subject of a conviction of a violation of this Section.

Unless the Municipal Court declassifies an animal from its status as dangerous or potentially dangerous in accordance with this Chapter, all protective orders entered pursuant to this Chapter shall remain in effect for the life of the animal and shall be binding upon all future owners, possessors, keepers, or handlers of the animal.

(f) Violation, Failure to Comply. It shall be unlawful and a strict liability offense for any person convicted of violating Subsection (b) or (c), **or a subsequent owner, possessor, keeper, or handler of a Dangerous Animal or Potentially Dangerous Animal subject to a protective order,** who has been personally served with a copy of the protective order issued under Subsection (e), to continue to own, possess, harbor, keep or control the animal which was the subject of such conviction in violation of the provisions of the protective order.

(g) Violation, Failure to Provide Notice. It shall be unlawful and a Class 2 municipal offense for any person to fail or refuse to provide written notice or a copy of the protective order as required by this Chapter and the protective order.

(h) Violation, Breeding of Dangerous Animal. It shall be unlawful and a Class 1 municipal offense for any person to possess with intent to sell, offer for sale, breed, buy, or attempt to buy within the City any animal which has been adjudicated to be a dangerous animal pursuant to a conviction under Subsection (b) or a conviction under Section 18-9-204.5, C.R.S. This provision does not apply to an animal adjudicated potentially dangerous under this Section.

(i) Impoundment and Euthanization.

(1) It shall be the duty of the Animal Control Officer to impound an animal whose acts form the basis for issuance of a complaint for violation of Subsection (b) or (c) if the animal presents a continuing threat of serious harm to persons or domestic animals.

(2) It shall be the duty of the Animal Control Officer to impound an animal, which has been adjudicated to be a dangerous animal pursuant to a conviction under Subsection (b), adjudicated to be a potentially dangerous animal pursuant to a conviction under Subsection (c), or to be a dangerous dog pursuant to a conviction under Section 18-9-204.5, C.R.S., where such animal is found beyond the premises of its owner and not securely muzzled and restrained by a secure collar and leash. The Animal Control Officer may impound in accordance with this provision without first obtaining a warrant.

(3) Any animal impounded pursuant to the requirements of this Section shall not be released pending disposition of any euthanization hearing or related criminal charges under this Section except on order of the Municipal Court, which may direct the owner to pay all impounding fees. Subject to the foregoing limitation and the exception noted herein, an impounded dangerous animal shall be handled and processed according to the requirements set forth in Section 11-4-16 of this Code and, if applicable, Section 11-4-13 of this Code, except that no dangerous animal shall be sold or put up for adoption except in accordance with Chapter 4.5 of this Title XI. Any dangerous animal which is deemed abandoned under Section 11-4-16 shall be humanely euthanized as provided in Chapter 4.5 of this Title XI.

(4) The Municipal Court is authorized to order the release of any animal impounded pursuant to this Section when, in the Municipal Court's judgment, said animal does not represent a continuing threat of serious harm to persons or domestic animals. If, in the Municipal Court's judgment, the animal represents a continuing threat of serious harm to persons or domestic animals, the Municipal Court may order said animal to be humanely euthanized as provided in Chapter 4.5 of this Title XI.

(j) Application. Subsections (b) and (c) shall have no application to the following:

(1) To any dog that is used by a peace officer while the officer is engaged in the performance of the peace officer's duties;

(2) To any animal which causes the death of a person;

(3) To any animal that inflicts injury upon any veterinary health care worker, groomer, humane agency personnel, professional handler, trainer or show judge, each acting in the performance of his or her respective duties; or

(4) To any dog that inflicts injury upon or causes the death of a domestic animal while the dog was working as a hunting dog, herding dog or predator control dog on the property of or under the control of the dog's owner and the injury or death was to a domestic animal naturally associated with the work of such dog.

(k) No animal that has previously been determined to be dangerous, potentially dangerous, or the equivalent thereof in another jurisdiction, shall be kept, owned, or harbored in the City unless the animal's owner obtains and maintains a dangerous or potentially dangerous animal license prior to bringing such animal into the City, without need for further adjudication by the Municipal Court. Animals in violation of this Subsection are subject to impoundment after notice and a hearing under this Subsection, except that the only issues for hearing are whether the animal ever received a dangerous or potentially dangerous designation or similar designation in another jurisdiction, and whether the animal's owner complied with the requirements under this Subsection.

(l) An animal classified as dangerous may not be declassified from said designation. An animal classified as potentially dangerous may be declassified from such after one (1) year, if the conditions posed under this Section were met for the uninterrupted period and upon the Municipal Court's approval. The Municipal Court may declassify an animal after the applicable period despite violations if it determines that the violations were not systematic or serious and upon the imposition of a fee.

SECTION 2.

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 3.

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 January 23, 2023.

Final adoption of Ordinance by City Council on February 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 15, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

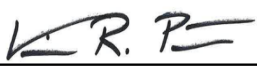
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 23, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN ORDINANCE AMENDING CHAPTER 1 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE TO UPDATE THE HARASSMENT PROVISIONS IN ACCORDANCE WITH RECENT SUPREME COURT RULINGS

SUMMARY:

Attached for consideration is a text amendment to Chapter 1 of Title XI of the Pueblo Municipal Code, updating Section 11-1-303 – Harassment.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Pueblo Municipal Code Section 303 of Chapter 1, Title XI, contains language in subsection (a)(3) that parallels Colorado statute C.R.S. 18-9-111(1)(e). This language was found to be unconstitutionally vague by the Colorado Supreme Court and is therefore unenforceable. These provisions have not been amended since the Supreme Court's most recent rulings 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. 10383

AN ORDINANCE AMENDING CHAPTER 1 OF TITLE XI OF THE
PUEBLO MUNICIPAL CODE TO UPDATE THE HARASSMENT
PROVISIONS IN ACCORDANCE WITH RECENT SUPREME
COURT RULINGS

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

SECTION 1.

Section 11-1-303 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-1-303. Harassment.

(a) A person commits the offense of harassment if, with intent to ~~[harass]~~**intimidate**, annoy or alarm another person, he or she:

1. In a public place directs obscene language or makes an obscene gesture to or at another person;
2. Follows a person in or about a public place;
3. Initiates communication with a person, anonymously or otherwise, by telephone, telephone network, data network, text message, instant message, computer, computing network or computer system, ~~[in a manner intended to harass or]~~ **and intimidates**, threatens bodily injury or property damage, or makes any comment, request, suggestion or proposal by telephone, **telephone network, data network, text message, instant message**, computer, computing network or computer system which is obscene;
4. Makes a telephone call or causes a telephone to ring repeatedly, whether or not a conversation ensues, with no purpose of legitimate conversation;
5. Makes repeated communications at inconvenient hours that invade the privacy of another and interfere in the use and enjoyment of another's home or private residence or other private property;
6. Repeatedly insults, taunts, challenges or communicates with another in a manner intended to cause a reasonable person to feel fear, intimidation or annoyance; or
7. Strikes, shoves, kicks, or otherwise touches a person or subjects him or her to physical contact.

(b) As used in this Section, unless the context otherwise requires, obscene means a patently offensive description of ultimate sexual acts or solicitation to commit ultimate sexual acts, whether or not said ultimate sexual acts are normal or perverted, actual or simulated, including masturbation, cunnilingus, fellatio, anilingus or excretory functions.

(c) Any act prohibited by Paragraph (a)(3) of this Section may be deemed to have occurred or to have been committed at the place at which the telephone call, electronic mail or other electronic communication was either made or received. Any acts prohibited by Paragraph (a)(4) of this Section may be deemed to have occurred or to have been committed at the place at which the telephone call was either made or received.

(d) Harassment is a Class 1 municipal offense.

SECTION 2.

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 3.

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 January 23, 2023.

Final adoption of Ordinance by City Council on February 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 15, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

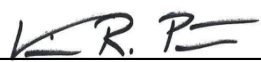
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



Deputy City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: January 23, 2023

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 ARTICLE VI OF CHAPTER 3 OF TITLE XI OF THE PUEBLO MUNICIPAL CODE, UPDATING ALCOHOL BEVERAGE TASTING PROVISIONS DUE TO CHANGES IN STATE LAW

SUMMARY:

Attached for consideration is a text amendment that will amend Article VI of Chapter 3 of Title XI of the Pueblo Municipal Code, updating alcohol beverage tasting provisions for fermented malt beverage and wine retailers.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

A majority of the electors voting at the November 8, 2022 election voted in favor of Proposition 125. Proposition 125 amended the Colorado Liquor Code with respect to fermented malt beverage (beer) retailers to allow them to also sell wine effective March 1, 2023. Every fermented malt beverage retailer in the State will automatically become a fermented malt beverage and wine retailer on said date, without any action required by the City.

As part of the change, fermented malt beverage and wine retailers will gain expanded abilities similar to liquor stores, including the ability to obtain alcohol tasting permits. This Ordinance will amend the Pueblo Municipal Code to grant fermented malt beverage and wine retailers the ability to obtain alcohol tasting permits, in addition to retail liquor stores and liquor-licensed drugstores.

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, fermented malt beverage and wine retailers within the City will be unable to obtain an alcohol tasting permit.

RECOMMENDATION:

Staff recommends approval of this Ordinance.

ATTACHMENTS:

1. Ordinance

ORDINANCE NO. _____

AN ORDINANCE AMENDING ARTICLE VI OF CHAPTER 3 OF
TITLE XI OF THE PUEBLO MUNICIPAL CODE, UPDATING
ALCOHOL BEVERAGE TASTING PROVISIONS DUE TO
CHANGES IN STATE LAW

BE IT ORDAINED BY THE CITY COUNCIL OF PUEBLO, that: (brackets indicate matter being deleted, underscoring indicates new matter being added)

SECTION 1.

Section 11-3-61 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-3-61. Authority.

A [retail liquor store or liquor-licensed drugstore] **retail liquor store, liquor-licensed drugstore, or fermented malt beverage and wine retailer** licensee may conduct alcohol beverage tastings within the City only following approval of an application for an alcohol beverage tastings permit by the Liquor and Beer Licensing Board and subject to the limitations set forth in this Article and Section 44-3-301(10), C.R.S., **as may be amended.**

SECTION 2.

Section 11-3-62 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-3-62. Application.

- (a) A [retail liquor store or liquor-licensed drugstore] **retail liquor store, liquor-licensed drugstore, or fermented malt beverage and wine retailer** licensee desiring to conduct alcohol beverage tastings must submit a permit application or permit application renewal for that purpose in accordance with this Article.
- (b) An alcohol beverage tastings permit shall be valid for the period of the then-existing liquor license, **running concurrently therewith,** and the permit may be renewed at the time of any liquor license renewal.
- (c) An application for **an** alcohol beverage tastings permit must be submitted to the Liquor and Beer Licensing Board no later than thirty (30) days prior to the date of the first alcohol beverage tasting requested in the application or **[at]** the time of license renewal, whichever occurs first.
- (d) At a minimum, the application must include the following information:
 - (1) The name of the licensee and location of the premises of the [retail liquor store or liquor-licensed drugstore] **retail liquor store, liquor-licensed drugstore, or fermented malt beverage and wine retailer;**
 - (2) Schedule of the specific dates and times of requested alcohol beverage tastings for the period of the permit. Following approval of a tastings permit and the tastings schedule by the Liquor and Beer Licensing Board, the licensee may amend such schedule by delivering to the Liquor and Beer Licensing Board, at least fourteen

(14) days prior to an unscheduled event, a notice of amendment of the approved schedule;

(3) A copy of a certificate of training for individuals who will conduct beverage tastings; and

(4) Any other information requested by the Liquor and Beer Licensing Board reasonably necessary to ensure compliance with the requirements of this Article and Section 44-3-301(10), C.R.S., **as may be amended.**

SECTION 3.

Section 11-3-63 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-3-63. Decision on application.

(a) The Liquor and Beer Licensing Board may deny an application for issuance of an alcohol beverage tastings permit upon the following grounds:

(1) The applicant has failed to establish that the applicant is able to conduct alcohol beverage tastings in compliance with this Article or Section 44-3-301(10), C.R.S., **as may be amended;**

(2) The alcohol beverage tastings requested by applicant create or threaten to create a public safety risk to the neighborhood; or

(3) The [Licensee] **applicant** has violated the Colorado Liquor Code or any rules and regulations authorized pursuant to such code during the one (1) year immediately preceding the date of the application.

(b) If an application for an alcohol beverage tastings permit is denied, the Liquor and Beer Licensing Board shall give notice in writing and shall state grounds upon which the application was denied. The licensee shall be entitled to a hearing on the denial if a request in writing is made to the Liquor and Beer Licensing Board within fifteen (15) days after the date of notice.

SECTION 4.

Section 11-3-64 of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-3-64. Operation.

Alcohol beverage tastings shall be conducted in compliance with and subject to the conditions and requirements set forth in this Article and Section 44-3-301(10), C.R.S., **as may be amended.**

SECTION 5.

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 6.

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 January 23, 2022.

Final adoption of Ordinance by City Council on February 13, 2022.

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: February 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Daniel C. Kogovsek, City Attorney

SUBJECT: AN EMERGENCY ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND POSADA, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FIFTY THOUSAND DOLLARS (\$50,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with Posada, Inc., a Colorado nonprofit corporation ("Posada") to provide emergency housing assistance, including hotel vouchers, to tenants recently evicted from the Skyview Apartments as a result of a recent catastrophic breakdown of the apartment complex's heating and sewer systems (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the Project, in the amount of \$50,000 will be paid out of Project No. CI2113, the American Rescue Plan Act

PREVIOUS COUNCIL ACTION:

By Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

Posada provides housing and supportive services that empower homeless individuals and families in Pueblo County to become self-supporting members of the community. Posada's services include referrals, and education and employment assistance, with the goal of empowering those experiencing homelessness and those at risk of becoming homeless due to COVID-19, to achieve their full independence and potential. Skyview Apartments, located at 2025 Jerry Murphy Road, Pueblo, CO 81001, provides housing to Pueblo residents from the lower range of Pueblo's economic scale. Tenants are largely low income and many receive financial assistance from various state and federal programs.

On February 2, 2023, 85 Skyview Apartments tenants received a 3-day notice to vacate the building by the owner of property, Skyview Apartments LLC. The notice indicated that severe damage to the apartment building had occurred, and the building was no longer habitable.

The exact cause of the damage is unknown, but it is suspected that the mechanical louvers allowing make-up air into the mechanical room for the operation of the combustion fuel appliances malfunctioned and stuck open during recent cold inclement weather causing the pipes in the mechanical room to freeze and burst. The rushing water extinguished the flames in the boiler serving the entire building. The water within the boiler then froze damaging the unit beyond repair.

The running water proceeded to overwhelm the building drain lines, which plugged, and allowed sewage to back up in the building. Three feet of sewage accumulated in the mechanical room, dispersed into the laundry area, and the adjacent units on the lower level.

The sewer was compromised prior to the water break, but the extent of the damage may not have been known as the drain lines run under the concrete floor of the main hallway. The flowing water found the voids and separations within the original sewer line (installed in 1974), loosened the surrounding soil, causing an impaction(s) in the line.

The extent of the damage is estimated in the upper six figures and the timeline to complete repairs is varying. Construction estimators believe it could take up to six months to complete repairs.

As of 2/8/2023, 24 families contacted Posada searching for assistance.

Nexus to the COVID-19 pandemic: The COVID-19 pandemic and the State of Colorado's subsequent public health orders were catastrophic for many of the City's local businesses, including the apartment complexes providing shelter to the City's residents. The nation's economy almost collapsed. The owner of the Skyview Apartments faced shortages of personnel and materials which prevented the timely diagnosis of problems and subsequent repairs to the apartment complex's heating and sewer systems. Supply chain issues only further complicated the owner's predicament. But for the pandemic, the recent catastrophic breakdown of the apartment complex's

heating and sewer systems would not have occurred. Those problems would have been diagnosed and addressed in a timely manner.

FINANCIAL IMPLICATIONS:

Posada will receive \$50,000 in ARPA funds from Project No.CI2113.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to provide emergency housing assistance, including hotel vouchers, to tenants recently evicted from the Skyview Apartments.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1.

ARPA 14 - Posada 2 - Sub Agreeet_City

ORDINANCE NO. 10384

AN EMERGENCY ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND POSADA, INC., A COLORADO NONPROFIT CORPORATION, AS AUTHORIZED BY SECTION 603 OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6 AND AUTHORIZING THE PAYMENT OF FIFTY THOUSAND DOLLARS (\$50,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

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

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

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

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

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

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

SECTION 1.

The Subrecipient Agreement (“Agreement”) dated February 13, 2023, between the City of Pueblo, a Colorado municipal corporation and Posada, Inc., a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$50,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, to provide emergency housing assistance, including hotel vouchers, to tenants recently evicted from the Skyview Apartments.

SECTION 4.

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

SECTION 5.

Savings Clause: As of 2/8/2023, 24 homeless families recently evicted from the Skyview Apartments, have contacted Posada searching for housing assistance. The immediate enactment of this Ordinance is necessary in order to preserve and protect the health, safety and welfare of the residents of the City. Pursuant to Sec. 3-20 of the City Charter, 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 February 13, 2023.

Final adoption of Ordinance by City Council on February 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on February 15, 2023.

☐ 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



Deputy City Clerk

SUBRECIPIENT AGREEMENT

THIS SUBRECIPIENT AGREEMENT ("Agreement") is made and entered into this 13th day of February, 2023 (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and Posada, Inc, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "Posada." City and Subrecipient/Posada are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

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

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

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

WHEREAS, by Ordinance No. 9931, approved on May 17, 2021, the City Council established Project No. CI2113 and budgeted and appropriated up to \$36.7 million in funds which were expected to be distributed to the City from ARPA for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026); and

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

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

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

WHEREAS, Subrecipient has requested that the City use CLRF Funds to provide emergency housing assistance, including hotel vouchers, to tenants recently evicted from the Skyview Apartments as a result of a recent catastrophic breakdown of the apartment complex's heating and sewer systems (hereinafter "Project"); and

WHEREAS, the City desires to disburse funds from Project No. CI2113 to the Subrecipient to administer the Project and perform certain services in connection therewith as set forth in this Agreement and in the Scope of Services attached hereto; and

WHEREAS, Subrecipient has represented to the City that is duly qualified, eligible and willing to undertake the Project and provide the services identified herein and in the Scope of Services attached hereto.

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

1. FACTUAL BASIS FOR THE GRANT AWARD

Posada provides housing and supportive services that empower homeless individuals and families in Pueblo County to become self-supporting members of the community. Posada's services include referrals, and education and employment assistance, with the goal of empowering those experiencing homelessness and those at risk of becoming homeless due to COVID-19, to achieve their full independence and potential.

Skyview Apartments, located at 2025 Jerry Murphy Road, Pueblo, CO81001, provides housing to Pueblo residents from the lower range of Pueblo's economic scale. Tenants are largely low income and many receive financial assistance from various state and federal programs. On February 2, 2023, 85 Skyview Apartments tenants received a 3-day notice to vacate the building by the owner of property, Skyview Apartments LLC. The notice indicated that severe damage to the apartment building had occurred, and the building was no longer habitable.

The exact cause of the damage is unknown, but it is suspected that the mechanical louvers allowing make- up air into the mechanical room for the operation of the combustion fuel appliances malfunctioned and stuck open during recent cold inclement weather causing the pipes in the mechanical room to freeze and burst. The rushing water extinguished the flames in the boiler serving the entire building. The water within the boiler then froze damaging the unit beyond repair.

The running water proceeded to overwhelm the building drain lines, which plugged, and allowed sewage to back up in the building. Three feet of sewage accumulated in the mechanical room, dispersed into the laundry area, and the adjacent units on the lower level.

The sewer was compromised prior to the water break, but the extent of the damage may not have been known as the drain lines run under the concrete floor of the main hallway. The flowing water found the voids and separations within the original sewer line (installed in 1974), loosened the surrounding soil, causing an impaction(s) in the line.

The extent of the damage is estimated in the upper six figures and the timeline to complete repairs is varying. Construction estimators believe it could take up to six months to complete repairs.

As of 2/8/2023, 24 families contacted Posada searching for assistance.

Nexus to the COVID-19 pandemic: The COVID-19 pandemic and the State of Colorado's subsequent public health orders were catastrophic for many of the City's local businesses, including the apartment complexes providing shelter to the City's residents. The nation's economy almost collapsed. The owner of the Skyview Apartments faced shortages of personnel and materials which prevented the timely diagnosis of problems and subsequent repairs to the apartment complex's heating and sewer systems. Supply chain issues only further complicated the owner's predicament.

But for the pandemic, the recent catastrophic breakdown of the apartment complex's heating and sewer systems would not have occurred. Those problems would have been diagnosed and addressed in a timely manner.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:
 - 1. Federal SAM Unique Entity ID;
 - 2. IRS designation as a 501(c)(3) nonprofit entity;
 - 3. Certificate of Good Standing from the Office of the Secretary of State;
- (b) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (c) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.
- (d) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- (e) The Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (f) This certification is a material representation of fact relied upon by City. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.
- (g) The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C during the term of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. RESPONSIBILITIES OF THE CITY

The City shall designate a representative of the City who will be authorized to make all necessary decisions required of the City on behalf of the City in connection with the performance of this Agreement and the disbursement of funds in connection with the Project. In the absence of such a designation, the Mayor shall be deemed as City's authorized representative.

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

- (a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- (b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- (c) The aggregate of all payments made hereunder shall not exceed Fifty Thousand Dollars (U.S. \$50,000.00). City shall make said funds available to Subrecipient within five (5) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.
- (d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:
 - A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
 - A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.

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

5. TERM OF PROJECT AND AGREEMENT

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

6. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.
- (b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.
- (c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

The Subrecipient certifies and warrants that neither it nor any members of its Board of Directors, officers or employees has or will derive any personal or financial interest or benefit from the activity or activities assisted pursuant to this Agreement, nor has an interest in any contract, subcontract or agreement with respect thereunto, nor the proceeds thereunder,

either for themselves or for those with whom they have family or business ties, during their tenure and for one year thereafter. Subrecipient shall avoid all conflicts of interest which are prohibited by applicable federal regulations including but not limited to those set forth in 31 CFR Part 35 as presently promulgated and as same may be revised from time to time in the future.

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

The City shall have the right to monitor and evaluate the progress and performance of the Subrecipient to assure that the terms of this Agreement are being satisfactorily fulfilled in accordance with City's and other applicable monitoring and evaluation criteria and standards. The City shall at least quarterly review the Subrecipient's performance using on-site visits, progress reports required to be submitted by the Subrecipient, audit findings, disbursements transactions and contact with the Subrecipient as necessary. The Subrecipient shall furnish to the City quarterly program and financial reports of its activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

The Subrecipient shall maintain files containing information which shall clearly document all activities performed in conjunction with this Agreement, including, but not limited to, financial transactions, conformance with assurances and activity reports. These records shall be retained by the Subrecipient for a period of three years after the completion of the Project. Financial and activity reports shall be submitted quarterly no later than the ninth day of the month following the end of the quarter for which the report is submitted.

12. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent Agreement or, shall make or be construed to make Subrecipient or any of Subrecipient's agents or employees the agents or employees of

the City. Subrecipient shall be solely and entirely responsible for its acts and the acts of its agents, employees and subcontractors.

13. LIABILITY AND INSURANCE

- (a) As to the City, Subrecipient agrees to assume the risk of all personal injury, including death and bodily injury, and damage to and destruction of property, including loss of use therefrom, caused by or sustained, in whole or in part, in conjunction with or arising out of the performance or nonperformance of this Agreement by Subrecipient or by the conditions created thereby. Subrecipient further agrees to indemnify and save harmless the City, its officers, agents and employees, from and against all claims, liabilities, costs, expenses, penalties and attorney fees arising from such injuries to persons or damages to property or based upon or arising out of the performance or nonperformance of this Agreement by Subrecipient or out of any violation by Subrecipient of any statute, ordinance, rule or regulation.
- (b) During the term of the Project, Subrecipient shall maintain Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

The Subrecipient agrees to execute and abide by the certifications contained in Exhibit "C" hereto, and Subrecipient's application for ARPA funds, both of which are hereby made a part of this Agreement. In the event of any conflict between the terms of this Agreement and Subrecipient's Application, this Agreement shall control.

15. REVERSION OF ASSETS

- (a) Upon expiration of the term of this Agreement, or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.
- (b) In the event City incurs any costs or expenses in enforcing the requirements of this paragraph 15 or in bringing any action to recover the property or amount of any repayment obligation, City shall be entitled to recover its costs and expenses, including reasonable attorney's fees.

16. PERA LIABILITY

The Subrecipient shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing Agreement ed services for the City under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit D and submit the completed form to City's Finance Office as part of the signed Agreement.

17. ENTIRE AGREEMENT; AMENDMENTS

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

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

19. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is the express intention of the Parties that any person other than the Parties receiving services or benefits under the Agreement shall be deemed an incidental beneficiary only.

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

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

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

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

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

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

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

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

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

POSADA, INC.
A COLORADO NONPROFIT CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT A SCOPE OF SERVICES

Changes in the scope of services, budget, or method of compensation contained in this Agreement, unless otherwise noted, may only be made through a written amendment to this Agreement, executed by the Subrecipient and the City.

A. Performance Monitoring:

The City will monitor the performance of the Subrecipient according to the Principal Tasks and Budget set forth herein. Substandard performance shall mean non-compliance with this Agreement. If actions to correct such substandard performance are not taken by the Subrecipient within a reasonable period of time after being so notified by the City, contract suspension or termination procedures may be initiated, in the sole discretion of the City.

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

The Subrecipient will be responsible for administering the Project. The Subrecipient will administer all tasks encompassed in the aforesaid Project in compliance with all applicable federal, state and local rules and regulations governing the Project, in a manner satisfactory to the City.

The components of the Subrecipient's work plan under this Agreement shall be as follows:

- provide emergency housing assistance, including hotel vouchers, to tenants recently evicted from the Skyview Apartments as a result of a recent catastrophic breakdown of the apartment complex's heating and sewer systems.

C. Budget \$50,000

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third party Agreement contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the Agreement date of the agreement between the City and the Subrecipient.

5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C CERTIFICATIONS

Subrecipient hereby certifies that the grant will be conducted and administered in compliance with all applicable municipal, state and federal statutes and regulations, including but not limited to the following:

Municipal and State

(1) The Charter, Municipal Code and the Rules and Regulations of the City of Pueblo, including but not limited to, the legal obligation to obtain all required licenses and permits from the City of Pueblo.

(2) The Constitution, Colorado Revised Statutes and the Rules and Regulations of the State of Colorado, including, but not limited to, the legal obligation to obtain all required licenses and permits from the State of Colorado.

Federal

(1) Title VII of the Civil Rights Act of 1964 (Pub. L. 88-352; 42 U.S.C. 2000d, et seq.) and implementing regulations issued at 24 CFR Part 1;

(2) Title VIII of the Civil Rights Act of 1968 (Pub. L. 90-284; 42 U.S.C. 3601, et seq.), as amended; and that the grantee will administer all programs and activities related to housing and community development in a manner to affirmatively further fair housing;

(3) Section 109 of the Housing and Community Development Act of 1974, as amended; and the regulations issued pursuant thereto;

(4) Section 3 of the Housing and Urban Development Act of 1968, as amended;

(5) Executive Order 11246, as amended by Executive Orders 11375 and 12086, and implementing regulations issued at 41 CFR Chapter 60;

(6) Executive Order 11063, as amended by Executive Orders 12259, and implementing regulations at 24 CFR Part 107;

(7) Section 504 of the Rehabilitation Act of 1973 (Pub. L. 93-112), as amended, and implementing regulations when published for effect;

(8) The Age Discrimination in Employment Act of 1975 (Pub. L. 94-135), as amended, and implementing regulations when published for effect;

(9) The relocation requirements of Title II and the acquisition requirements of Title III of the Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, and the HUD implementing regulations set forth in 24 CFR Part 42;

(10) Executive Order 11988 relating to the evaluation of flood hazards and Executive Order 11288 relating to the prevention, control and abatement of water pollution;

(11) The flood insurance purchase requirements of Section 102(a) of the Flood Disaster Protection Act of 1973 (Pub. L. 93-234);

(12) The applicable regulations, policies, guidelines and requirements of OMB Circular Nos. A-102, Revised, 24 CFR 85 and Subpart J of 24 CFR 570, A-87, A-110, A-122, A-128 and A-133 as they relate to the acceptance and use of federal funds under this federally-assisted program;

(13) The Clean Air Act (42 U.S.C. 7401 et seq.) as amended (particularly section 176 (c) and (d) [42 U.S.C. 7506 (c) and (d)]) and the Federal Water Pollution Control Act (33 U.S.C. 1251 et seq.), as amended. Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA);

(14) The Safe Drinking Water Act of 1974 (42 U.S.C. 201, 300 (f) et seq., and 21 U.S.C. 349) as amended; particularly section 1424 (e) (42 U.S.C. 300 (h)-303 (e));

(15) The Endangered Species Act of 1973 (16 U.S.C. 1531 et. Seq.) as amended; including but not limited to section 7 (16 U.S.C. 1536) thereof;

(16) The Reservoir Salvage Act of 1960 916 U.S.C. 469 et seq.); particularly section 3 (16 U.S.C. 469a-1); as amended by the Archeological and Historical Preservation Act of 1974;

(17) Flood Disaster Protection Act of 1973 (42 U.S.C. 4001 et seq.) as amended; particularly sections 102(a) and 202(a) [42 U.S.C. 4012a(a) and 4106(a)];

(18) Executive order 11990, Protection of Wetlands, May 24, 1977 (42 FR 26961 et. Seq.); particularly sections 2 and 5;

(19) Lead-Based Paint Poisoning Prevention requirements of 25 CFR Part 35 issued pursuant to the Lead-Based Paint Poisoning Prevention Act (42 U.S.C. 4821 et seq.);

(20) The National Historic Preservation Act of 1966 (16 U.S.C. 470 et seq.) as amended; particularly section 106 (16 U.S.C. 470f); and

(21) Executive Order 11593, Protection and Enhancement of the Cultural Environment, May 13, 1971 (36 FR 8921 et seq.); particularly section 2(c).

(22) Construction work financed in whole or in part with federal funds is subject to the prevailing wage requirements of the Davis-Bacon Act (29 CFR, Parts 3 and 5), the Copeland Act (29 CFR Part 3), and the Contract Work Hours and Safety Standards Act (Public Law 91-54, 83 Stat. 96). When a project meets this applicability requirement, the labor standards provision of the HUD 4010 and the Davis-Bacon Wage Decision issued for the project will be incorporated into this Agreement document and shall be incorporated into all construction contracts and subcontracts of any tier thereunder.

(23) No ARPA funds may be expended for lobbying purposes and payments from other sources for lobbying must be disclosed pursuant to the Byrd Anti-Lobbying Amendment (31 U.S.C. 1352).

- (a) No federally appropriated funds have been or will be paid, by or on behalf of subrecipient, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal Agreement , the making of any federal grant, the making of any federal loan,

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

- (b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal Agreement, grant, loan, or cooperative agreement, it will complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.

(24) Where asbestos is present in property undergoing rehabilitation, Federal requirements apply regarding worker exposure, abatement procedures and disposal. (CPD-90-44 EPA/OSHA).

(25) The Subrecipient also agrees to comply with all other applicable requirements of Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act.

(26) The Subrecipient and all of its subcontractors acknowledge and will comply with the requirements of 2 C.F.R. § 200.216, including the prohibition on spending federal loan or grant funds to procure or obtain the prohibited equipment, services, or systems covered by the provision.

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

EXHIBIT D

COLORADO PUBLIC EMPLOYEES RETIREMENT ASSOCIATION SUPPLEMENTAL QUESTIONNAIRE TO BE ANSWERED BY ANY BUSINESS PERFORMING SERVICES FOR THE CITY OF PUEBLO

Pursuant to section 24-51-1101(2), C.R.S., salary or other compensation from the employment, engagement, retention or other use of a person receiving retirement benefits (Retiree) through the Colorado Public Employees Retirement Association (PERA) in an individual capacity or of any entity owned or operated by a PERA Retiree or an affiliated party by the City of Pueblo to perform any service as an employee, Agreement employee, consultant, independent Agreement or, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of this Agreement for services with the City of Pueblo, this document must be completed, signed and returned to the City of Pueblo:

- a) Are you, or do you employ or engage in any capacity, including an independent Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes __, No __.
- b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes __, No __.

If you answered "yes" please state which of the above entities best describes your business:

- c) If you answered "yes" to both (a) and (b), please provide the name, address and social security number of each such PERA Retiree.

Name

Address

Social Security Number

Name

Address

Social Security Number

(If more than two, please attach a supplemental list)

Failure to accurately complete, sign and return this document to the City of Pueblo may result in your being denied the privilege or doing business with the City of Pueblo.

If you answered "yes" to both (a) and (b), you agree to reimburse the City of Pueblo for any employer contribution required to be paid by the City of Pueblo to PERA for salary or other compensation paid to you as a PERA Retiree or paid to any employee or independent Agreement or of yours who is a PERA Retiree performing services for the City of Pueblo. You further authorize the City of Pueblo to deduct and withhold all such contributions from any moneys due or payable to you by the City of Pueblo under any current or future Agreement or other arrangement for services between you and the City of Pueblo.

Signed _____, 20____.

By: _____

Name: _____

Title: _____

For purposes of responding to question (b) above, an "affiliated party" includes (1) any person who is the named beneficiary or co-beneficiary on the PERA account of the PERA Retiree; (2) any person who is a relative of the PERA Retiree by blood or adoption to and including parents, siblings, half-siblings, children, and grandchildren; (3) any person who is a relative of the PERA Retiree by marriage to and including spouse, spouse's parents, stepparents, stepchildren, stepsiblings, and spouse's siblings; and (4) any person or entity with whom the PERA Retiree has an agreement to share or otherwise profit from the performance of services for the City of Pueblo by the PERA Retiree other than the PERA Retiree's regular salary or compensation.



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: February 13, 2023

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 \$397,339.80 TO BAHAM CONSTRUCTION, INC., FOR PROJECT NO. 22-052, CONCRETE IMPROVEMENTS - DILLON DRIVE, SETTING FORTH \$52,660.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Baha Construction, Inc., for 22-052, Concrete Improvements - Dillon Drive.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of necessary concrete improvements to Dillon Drive from the City Right-of-Way north of Highway 47 to the Eagleridge intersection. The Resolution awards the construction contract to Baha Construction, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$450,000 will be paid from account C12204, 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. 22-052 Bid Summary - Concrete Improvements-Dillon Drive

RESOLUTION NO. 15148

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$397,339.80 TO BAHAM CONSTRUCTION, INC., FOR PROJECT NO. 22-052, CONCRETE IMPROVEMENTS - DILLON DRIVE, SETTING FORTH \$52,660.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 22-052, Concrete Improvements - Dillon Drive have been received and examined; and

WHEREAS, the proposal of Baha Construction, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 22-052, Concrete Improvements - Dillon Drive to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 22-052, Concrete Improvements - Dillon Drive to be performed, and the contract for said project is hereby awarded to Baha Construction, Inc., in the amount of \$397,339.80.

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.....\$52,660.20

SECTION 4.

Funds for Project 22-052 (including contingencies and additional work) shall be from Project No. C12204, 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 February 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
DEPUTY CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION
IFB No. 22-052 (CI2204)
Concrete Improvements - Dillon Drive
RESPONSE DEADLINE: January 4, 2023 at 10:00 am
Report Generated: Wednesday, January 4, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Baha Construction, Inc.	\$397,339.80
Imperial Custom Concrete	\$529,397.75
Elite Surface Infrastructure	\$530,685.60
Sunland-asp	\$549,157.03

BASE BID

					Baha Construction, Inc.		Elite Surface Infrastructure		Imperial Custom Concrete		Sunland-asp	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	3418	SF	\$3.75	\$12,817.50	\$7.05	\$24,096.90	\$3.00	\$10,254.00	\$5.54	\$18,935.72
X	2	Remove Curb and Gutter	1286	LF	\$6.50	\$8,359.00	\$12.50	\$16,075.00	\$13.00	\$16,718.00	\$19.87	\$25,552.82
X	3	Remove Concrete	8985	SF	\$3.25	\$29,201.25	\$2.40	\$21,564.00	\$4.00	\$35,940.00	\$3.78	\$33,963.30

EVALUATION TABULATION
 IFB No. 22-052 (CI2204)
 Concrete Improvements - Dillon Drive

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		Elite Surface Infrastructure		Imperial Custom Concrete		Sunland-asp	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	4	Remove Reinforced Concrete	2811	SF	\$5.50	\$15,460.50	\$3.10	\$8,714.10	\$5.00	\$14,055.00	\$6.19	\$17,400.09
X	5	Construct Curb Head	294	LF	\$25.00	\$7,350.00	\$36.00	\$10,584.00	\$28.00	\$8,232.00	\$25.58	\$7,520.52
X	6	Construct Curb and Gutter, Type 2	161	LF	\$45.00	\$7,245.00	\$44.50	\$7,164.50	\$38.00	\$6,118.00	\$32.92	\$5,300.12
X	7	Construct Curb and Gutter	1125	LF	\$32.00	\$36,000.00	\$52.00	\$58,500.00	\$38.00	\$42,750.00	\$38.38	\$43,177.50
X	8	Construct 4" Concrete	7590	SF	\$7.75	\$58,822.50	\$9.30	\$70,587.00	\$10.00	\$75,900.00	\$8.70	\$66,033.00
X	9	Construct 6" Concrete	4697	SF	\$8.25	\$38,750.25	\$12.75	\$59,886.75	\$13.09	\$61,483.73	\$10.62	\$49,882.14
X	10	Construct 7" Reinforced Concrete	2811	SF	\$11.00	\$30,921.00	\$15.85	\$44,554.35	\$18.00	\$50,598.00	\$11.73	\$32,973.03
X	11	Construct Asphalt Roadway Patch	3418	SF	\$14.60	\$49,902.80	\$12.00	\$41,016.00	\$9.45	\$32,300.10	\$9.72	\$33,222.96
X	12	Install 24" x 24" Tactile Band	74	EA	\$375.00	\$27,750.00	\$321.00	\$23,754.00	\$250.00	\$18,500.00	\$380.48	\$28,155.52

EVALUATION TABULATION
IFB No. 22-052 (CI2204)
Concrete Improvements - Dillon Drive

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		Elite Surface Infrastructure		Imperial Custom Concrete		Sunland-asp	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	13	Install 24" x 30" Tactile Band	4	EA	\$650.00	\$2,600.00	\$523.50	\$2,094.00	\$280.00	\$1,120.00	\$471.40	\$1,885.60
X	14	Install Radial Tactile Band	18	EA	\$350.00	\$6,300.00	\$390.50	\$7,029.00	\$350.00	\$6,300.00	\$437.01	\$7,866.18
X	15	Install 4' Pedestrian Pole	2	EA	\$2,500.00	\$5,000.00	\$2,800.00	\$5,600.00	\$3,000.00	\$6,000.00	\$2,943.04	\$5,886.08
X	16	Install Pedestrian Push Button	8	EA	\$2,800.00	\$22,400.00	\$3,300.00	\$26,400.00	\$3,500.00	\$28,000.00	\$3,468.35	\$27,746.80
X	17	Install 2" Dia. Electrical Conduit	26	LF	\$35.00	\$910.00	\$38.50	\$1,001.00	\$41.00	\$1,066.00	\$40.51	\$1,053.26
X	18	Remove and Replace 17" x 30" Traffic Pull Box	2	EA	\$1,950.00	\$3,900.00	\$2,100.00	\$4,200.00	\$2,300.00	\$4,600.00	\$2,215.19	\$4,430.38
X	19	Subgrade Stabilization	11	TON	\$150.00	\$1,650.00	\$240.00	\$2,640.00	\$99.57	\$1,095.27	\$139.46	\$1,534.06
X	20	Erosion and Sediment Control Measures (BMPs)	1	LS	\$3,500.00	\$3,500.00	\$8,075.00	\$8,075.00	\$9,511.05	\$9,511.05	\$18,987.34	\$18,987.34
X	21	Traffic Control	1	LS	\$14,500.00	\$14,500.00	\$24,150.00	\$24,150.00	\$73,101.50	\$73,101.50	\$72,151.90	\$72,151.90

EVALUATION TABULATION
 IFB No. 22-052 (CI2204)
 Concrete Improvements - Dillon Drive

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		Elite Surface Infrastructure		Imperial Custom Concrete		Sunland-asp	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	22	Mobilization	1	LS	\$14,000.00	\$14,000.00	\$63,000.00	\$63,000.00	\$25,755.10	\$25,755.10	\$45,498.71	\$45,498.71
Total						\$397,339.80		\$530,685.60		\$529,397.75		\$549,157.03

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	Elite Surface Infrastructure	Imperial Custom Concrete	Sunland-asp
BID GUARANTEE	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS	No Response	No Response	No Response	No Response
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:	No Response	No Response	No Response	No Response
Convicted of a criminal offense	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass

EVALUATION TABULATION
IFB No. 22-052 (CI2204)
Concrete Improvements - Dillon Drive

Question Title	Baha Construction, Inc.	Elite Surface Infrastructure	Imperial Custom Concrete	Sunland-asp
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass