



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

**MONDAY, MARCH 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 Ken Wood, The Avenue Church

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Daryl Payne Day - March 13, 2023", Daryl Payne, Municipal Records and Technology Coordinator

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 February 27, 2023, as distributed.

J1 City Council Minutes February 27, 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 \$52,573.99 with Parker Excavating, Inc. For Emergency Sanitary sewer point repair at 800 N Santa Fe Avenue, Project No. 20-059 (WWAN03) and approving the purchasing agent's execution of same
- M2 A Resolution awarding a construction contract in the amount of \$215,087.50 to Martin Marietta Materials, Inc., for Project No. 23-021, Asphalt Improvements - City Park Pool Parking Lot, setting forth \$21,508.75 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution ratifying an emergency construction contract in the amount of \$79,440 to Russ Grading & Excavating, Inc., for Project No. 23-027, Emergency Bid for City Park Zoo Canal Pipeline Replacement, setting forth \$7,944 for contingencies, and authorizing the Purchasing Agent to execute same
- M4 A Resolution awarding a construction contract in the amount of \$55,200 to Automatic Access, Inc., for Project No. 23-007 to Replace Automatic Doors at the Pueblo Transit Center, setting forth \$11,040 for contingencies, and authorizing the Purchasing Agent to execute same
- M5 A Resolution authorizing an additional payment in the amount of \$11,477.66 from Project CI2113 - American Rescue Plan Act for the purchase of two Toro Groundsmaster mowers for the Department of Parks and Recreation, as authorized by Section 603(C)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6
- M6 A Resolution authorizing payment of funds in the amount of six hundred thousand dollars (\$600,000) from Project No. CI2113 - American Rescue Plan Act, for purposes of constructing broadband infrastructure, as authorized by Section 603(c)(1)(d) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6
- M7 A Resolution concerning the assessment of costs for the demolition and abatement of dangerous structures upon the properties located at 1608 Wabash Avenue and 1103 East 8th Street within the City of Pueblo and setting a date for Council hearings thereon
- M8 A Resolution ratifying PACOG's Joint Appointment of Eric Dunton to the Pueblo Regional Building's Mechanical Board of Appeals as a Contractor
- M9 A Resolution ratifying PACOG's Joint Appointment of Robert Barr to the Fountain Creek Watershed Flood Control & Greenway District Governing Board
- M10 A Resolution ratifying PACOG's Joint Appointment of Riya Singh to the Pueblo Human Relations Commission - Youth Member
- M11 A Resolution confirming the appointment by the Mayor of Justin Skerjanec to complete a four-year term expiring August 1, 2025 on the Honor Farm Enterprise Citizens Advisory Board
- M12 A Resolution confirming the appointment of Daneya Esgar to the position of Just Transition Program Director

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 Pueblo City-County Health Department, a division of the State of Colorado, and authorizing the payment of fifty five thousand dollars (\$55,000) from Fund No. 226 - Opioid Abatement Settlement, for purposes thereof

- N2 An Ordinance approving and authorizing the Mayor to sign an Amendment to 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 an additional fifty thousand dollars (\$50,000) from Project No. CI2113 - American Rescue Plan Act, for purposes thereof
- N3 An Ordinance approving and adopting a Substantial Amendment to the City of Pueblo's FY2021 Action Plan incorporating the Home Investment Partnership American Rescue Plan (HOME-ARP) Act funds allocated to the Pueblo Consortium, and authorizing the Mayor to execute and submit the Substantial Amendment together with all required and necessary certifications, assurances and documentation to the U.S. Department of Housing and Urban Development
- N4 An Ordinance approving Amendment No. 1 Fixed Base Operator Ground Lease and Operating Agreement by and between the City of Pueblo, a Municipal Corporation, TravelAire Services, Inc. and Freeman Holdings of Colorado, LLC, D/B/A Freeman Jet Center – Pueblo, relating to the Assignment of Fuel Tank Rights, and authorizing the Mayor to execute same
- N5 An Ordinance to assess the cost of demolition and removal of dangerous buildings upon land located at 1608 Wabash Avenue
- N6 An Ordinance to assess the cost of demolition and removal of dangerous buildings upon land located at 1103 E. 8th Street
- N7 An Ordinance amending Ordinance No. 10373 to update the assigned project number from PL2203 to PL2301
- N8 An Ordinance approving a Public Art Donation Agreement between Reid Miller and the City of Pueblo, a Municipal Corporation, relating to the donation of artwork for public enjoyment as part of the Pueblo History and Artwalk Project and authorizing execution thereof by the Mayor
- N9 An Ordinance approving a Deferred Improvements Agreement between Mark Ditkoff and the City of Pueblo, a Municipal Corporation, relating to the construction of public improvements incidental to a rearrangement of property boundaries and authorizing execution thereof by the Mayor
- N10 An Ordinance approving an agreement to accept property and release of claims between City of Pueblo and Pueblo West Fire Department relating to one 2006 Freightliner hazmat apparatus
- N11 An Ordinance approving and authorizing the Mayor to sign a lease between the City of Pueblo, a Colorado Municipal Corporation and Professional Bull Riders, LLC, a Delaware Limited Liability Company for storage space located at 317 North Main Street, Pueblo, Colorado 81003

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 March 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 Mad Fresh Productions in the amount of \$1,500 to sponsor the Inaugural Hip Hop Festival on Saturday, July 22, 2023 at Mineral Palace Park

- Q2 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Historic Arkansas Riverwalk of Pueblo Authority dba HARP Authority in the amount of \$9,000 to sponsor the annual Rollin' on the Riverwalk Fireworks Celebration on Tuesday, July 4, 2023
- Q3 A Resolution authorizing payment from the council contingencies account in the 2023 general fund budget to Southern Colorado Press Club in the amount of \$1,000 to sponsor the Sheep Dip Awards Dinner on Thursday, April 6, 2023 at the Old Time Carriage House

R. ORDINANCES – FINAL PRESENTATION

- R1 An Ordinance approving and authorizing the execution of the remaining apportionment of FY 2021 Operating Grant, Agreement FTA G-30, January 12, 2023, relating Award No. CO-2023-004-00, between The City of Pueblo, and the United States of America, Department of Transportation, Federal Transit Administration, in the amount of \$545,006 - *Introduced February 27, 2023 by Dennis Flores*
- R2 An Ordinance approving and accepting an Ozone Season Transit Grant, Award No. OSTG052022, and applicable conditions pertaining thereto, between The City of Pueblo and the Colorado Association of Trancity Agencies, Establishing Project No. PT2205, budgeting and appropriating funds not to exceed \$98,995.96, and authorizing the Mayor to execute same - *Introduced February 27, 2023 by Dennis Flores*
- R3 An Ordinance establishing Fund No. 226 - Opioid Abatement Settlement and budgeting and appropriating all funds accepted and distributed to the City of Pueblo from the National Opioid Settlement Fund, to include the two hundred thousand three hundred thirty-seven and 63/100 dollars (\$200,337.63) received by the City of Pueblo in December, 2022, and all future payments received from the National Opioid Settlement Fund into said Fund no. 226 - *Introduced February 27, 2023 by Dennis Flores*
- R4 An Ordinance approving and accepting a grant agreement in the amount of \$150,000 from the Colorado Department of Local Affairs for Community Development Block Grant - Corona Virus Funds for the Pueblo Food Project, authorizing the Mayor to sign the grant agreement, creating Project No. CI2218, and budgeting and appropriating the \$150,000 to Project No. CI2218 - *Introduced February 27, 2023 by Dennis Flores*
- R5 An Ordinance establishing Project Account No. CI2316 - Abriendo Parkway Tree Maintenance and budgeting and appropriating funds in the amount of \$75,000 from the unappropriated General Fund balance to said Project Account - *Introduced February 27, 2023 by Dennis Flores*
- R6 An Ordinance approving a Professional Services Agreement between the City of Pueblo, a Colorado Municipal Corporation, and Trees Please, Inc., a Colorado Nonprofit Corporation, for services with respect to Project No. CI2316 - Abriendo Parkway Tree Maintenance, and authorizing the Mayor to execute same - *Introduced February 27, 2023 by Dennis Flores*
- R7 An Ordinance approving a reimbursement agreement between Union Pacific Railroad Company, a Delaware Corporation, and the City of Pueblo, a Municipal Corporation, relating to preliminary engineering work with respect to the existing overpass over the Union Pacific Railroad track and property at Mel Harmon Drive/Dillon Drive and authorizing execution thereof by the Mayor - *Introduced February 27, 2023 by Dennis Flores*
- R8 An Ordinance approving the Steel City Industrial Park, A Special Area Plan - *Introduced February 27, 2023 by Dennis Flores*

- R9 An Ordinance approving the Steel City Industrial Park Subdivision, a Special Area Plan - *Introduced February 27, 2023 by Dennis Flores*
- R10 An Ordinance extending the term of the current Collective Bargaining Agreement between the City of Pueblo and Pueblo Association of Government Employees for a one-year period commencing January 1, 2024, through December 31, 2024 - *Introduced February 27, 2023 by Dennis Flores*
- R11 An Ordinance approving and accepting a 2022 Colorado Justice Assistance grant (2022 JAG) in the amount of \$10,000 for 3D FARO scanner training, authorizing the Mayor to execute the grant award letter and related documents, establishing Project No. PS2303, and budgeting and appropriating the grant funds of \$10,000 to said project - *Introduced February 27, 2023 by Dennis Flores*
- R12 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 - *Introduced February 27, 2023 by Dennis Flores*
- R13 An Ordinance approving and authorizing the Mayor to sign settlement participation and general release agreements with (1) Teva Pharmaceutical Industries, LTD (2) Allergan Finance, LLC / Allergan Limited (3) Walmart, inc. (4) CVS health corporation / CVS pharmacy, inc. and (5) Walgreen co., to receive settlement funds by the City of Pueblo, a Colorado Municipal Corporation, as a result of the opioid crisis - *Introduced February 27, 2023 by Dennis Flores*

S. ADJOURN



**REGULAR CITY COUNCIL MEETING
CITY COUNCIL CHAMBERS – CITY HALL
#1 CITY HALL PLACE
MONDAY, FEBRUARY 27, 2023 - 7:00 PM
MINUTES**

A. CALL TO ORDER

B. INVOCATION

C. PLEDGE OF ALLEGIANCE

D. ROLL CALL

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

Council Members Present via Zoom: Larry Atencio.

Council Members Absent: None.

Administrative Staff Members Present: Mayor Nicholas Gradisar, Chief of Staff Laura Solano, City Attorney Daniel Kogovsek, Deputy City Clerk Vincent Petkosek.

E. SPECIAL RECOGNITIONS

E1 Proclamation Presentation: "Kristen Castor Day – February 27, 2023", Kristen Castor, Retired Secretary of the Pueblo ADA Committee

Mayor Gradisar read and proclaimed Kristen Castor Day, February 27, 2023.

F. PUBLIC FORUM

Tziavi Stevens - Columbus Statue
Deberah Martinez- Martinez - Columbus Statue
Laura Hall - Police
Ted Freeman - Quality of Life
Steven Villegas - Trash
Dave DeCenzo - 1491

G. COUNCIL MEMBER AND MAYOR COMMENTARY

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

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

J. READING AND APPROVAL OF MINUTES

J1 CITY COUNCIL MINUTES FEBRUARY 13, 2023

Councilor Martinez Ortega, seconded by Councilor Flores, moved to dispense with the reading and approve the Minutes of the Regular Meeting dated **February 13, 2023** as distributed.

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

K. CONSENT AGENDA

Deputy City Clerk Vincent Petkosek read the Consent Agenda into the record.

L. COMMUNICATIONS

L1 MINUTES OF THE PLANNING AND ZONING COMMISSION REGULAR MEETING FOR 1/11/2023

M. RESOLUTIONS

M1 A RESOLUTION AWARDED A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$754,349.15 TO TONY J BELTRAMO & SONS, INC., FOR PROJECT NO. 23-026, ASPHALT IMPROVEMENTS - TROY AVENUE, SETTING FORTH \$113,152.37 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15149.

M2 A RESOLUTION AWARDED AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$46,000 TO EV STUDIO, INC., A PROFESSIONAL ENGINEERING FIRM, FOR PROJECT NO. 23-002 ENGINEERING DESIGN OF MINERAL PALACE GREENHOUSE AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

This Resolution was assigned as 15150.

M3 A RESOLUTION AWARDED AN AGREEMENT FOR PROFESSIONAL ARCHITECTURAL SERVICES IN THE AMOUNT OF \$44,514 TO HURTIG, GARDNER, FROELICH ARCHITECTS, INC., A PROFESSIONAL ARCHITECTURAL FIRM, FOR PROJECT NO. 22-095 ARCHITECTURAL CONSULTANT FOR THE DESIGN OF CITY PARK TENNIS COURT RESTROOMS PROJECT AND AUTHORIZING THE PURCHASING AGENT TO

EXECUTE SAME

This Resolution was assigned as 15151.

- M4 A RESOLUTION AWARDED AN AGREEMENT FOR PROFESSIONAL SERVICES IN THE AMOUNT OF \$28,800 TO NORTHSTAR ENGINEERING AND SURVEYING, INC., A PROFESSIONAL ENGINEERING FIRM, FOR PROJECT NO. 23A-002 PREDESIGN SURVEY UPDATE AND REDESIGN OF SIENA DRIVE TO BANDERA BOULEVARD ON STATE HWY 78 AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME**

This Resolution was assigned as 15152.

- M5 A RESOLUTION APPROVING AND AUTHORIZING THE MAYOR TO MAKE, EXECUTE AND DELIVER IN THE NAME OF THE CITY OF PUEBLO, FEDERAL FISCAL YEAR 2023 CERTIFICATIONS AND ASSURANCES FOR FEDERAL TRANSIT ADMINISTRATION ASSISTANCE PROGRAMS AND BIND THE CITY OF PUEBLO'S COMPLIANCE THEREWITH**

This Resolution was assigned as 15153.

- M6 A RESOLUTION PRELIMINARILY DETERMINING THAT THE PETITION FOR THE ANNEXATION OF THE 69.90-ACRE AREA COMMONLY KNOWN AS THE PUEBLO COUNTY DETENTION CENTER ANNEXATION, IS VALID UNDER THE PROVISIONS OF COLORADO REVISED STATUTES SECTIONS 31-12-104(1)(A) AND 31-12-107(1), TABLING FINAL ACTION ON THE PETITION FOR A PERIOD OF NOT MORE THAN 180 DAYS, AND REFERRING THE PETITION TO THE PLANNING AND ZONING COMMISSION FOR REVIEW AND RECOMMENDATION**

This Resolution was assigned as 15154.

- M7 A RESOLUTION APPROVING AND AUTHORIZING AN AGREEMENT FOR PROFESSIONAL FINANCIAL EMPOWERMENT CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, AND UNITED WAY OF PUEBLO COUNTY, COLORADO, INC., A COLORADO NONPROFIT CORPORATION**

This Resolution was assigned as 15155.

- M8 A RESOLUTION APPROVING AN AMENDMENT TO A LEASE AGREEMENT BETWEEN THE PUEBLO DEVELOPMENT FOUNDATION, A COLORADO NONPROFIT CORPORATION AND WESTWIND WOOD SPECIALTIES, INC., A KANSAS CORPORATION, RELATING TO LOT 58, PUEBLO MEMORIAL AIRPORT INDUSTRIAL PARK SUBDIVISION, ALSO KNOWN AS 33654 UNITED AVENUE, PUEBLO, COLORADO 81001**

This Resolution was assigned as 15156.

- M9 A RESOLUTION CONFIRMING THE APPOINTMENTS BY THE MAYOR OF DUSTIN TAYLOR AND NICOLE DALE TO THE COMMUNITY COMMISSION ON HOUSING AND HOMELESSNESS (CCHH)**

This Resolution was assigned as 15157.

N. ORDINANCES – FIRST PRESENTATION

- N1 AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE REMAINING APPORTIONMENT OF FY 2021 OPERATING GRANT, AGREEMENT FTA G-30, JANUARY 12, 2023, RELATING AWARD NO. CO-2023-004-00, BETWEEN THE CITY OF PUEBLO, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$545,006**
- N2 AN ORDINANCE APPROVING AND ACCEPTING AN OZONE SEASON TRANSIT GRANT, AWARD NO. OSTG052022, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO ASSOCIATION OF TRANCITY AGENCIES, ESTABLISHING PROJECT NO. PT2205, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$98,995.96, AND AUTHORIZING THE MAYOR TO EXECUTE SAME**
- N3 AN ORDINANCE ESTABLISHING FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT AND BUDGETING AND APPROPRIATING ALL FUNDS ACCEPTED AND DISTRIBUTED TO THE CITY OF PUEBLO FROM THE NATIONAL OPIOID SETTLEMENT FUND, TO INCLUDE THE TWO HUNDRED THOUSAND THREE HUNDRED THIRTY-SEVEN AND 63/100 DOLLARS (\$200,337.63) RECEIVED BY THE CITY OF PUEBLO IN DECEMBER, 2022, AND ALL FUTURE PAYMENTS RECEIVED FROM THE NATIONAL OPIOID SETTLEMENT FUND INTO SAID FUND NO. 226**
- N4 AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT IN THE AMOUNT OF \$150,000 FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR COMMUNITY DEVELOPMENT BLOCK GRANT - CORONA VIRUS FUNDS FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2218, AND BUDGETING AND APPROPRIATING THE \$150,000 TO PROJECT NO. CI2218**
- N5 AN ORDINANCE ESTABLISHING PROJECT ACCOUNT NO. CI2316 - ABRIENDO PARKWAY TREE MAINTENANCE AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$75,000 FROM THE UNAPPROPRIATED GENERAL FUND BALANCE TO SAID PROJECT ACCOUNT**
- N6 AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TREES PLEASE, INC., A COLORADO NONPROFIT CORPORATION, FOR SERVICES WITH RESPECT TO PROJECT NO. CI2316 - ABRIENDO PARKWAY TREE MAINTENANCE, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME**

N7 AN ORDINANCE APPROVING A REIMBURSEMENT AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO PRELIMINARY ENGINEERING WORK WITH RESPECT TO THE EXISTING OVERPASS OVER THE UNION PACIFIC RAILROAD TRACK AND PROPERTY AT MEL HARMON DRIVE/DILLON DRIVE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

N8 AN ORDINANCE APPROVING THE STEEL CITY INDUSTRIAL PARK, A SPECIAL AREA PLAN

N9 AN ORDINANCE APPROVING THE STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

N10 AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2024, THROUGH DECEMBER 31, 2024

N11 AN ORDINANCE APPROVING AND ACCEPTING A 2022 COLORADO JUSTICE ASSISTANCE GRANT (2022 JAG) IN THE AMOUNT OF \$10,000 FOR 3D FARO SCANNER TRAINING, AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NO. PS2303, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$10,000 TO SAID PROJECT

N12 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

N13 AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN SETTLEMENT PARTICIPATION AND GENERAL RELEASE AGREEMENTS WITH (1) TEVA PHARMACEUTICAL INDUSTRIES, LTD (2) ALLERGAN FINANCE, LLC / ALLERGAN LIMITED (3) WALMART, INC. (4) CVS HEALTH CORPORATION / CVS PHARMACY, INC. AND (5) WALGREEN CO., TO RECEIVE SETTLEMENT FUNDS BY THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS A RESULT OF THE OPIOID CRISIS

O. APPROVAL OF CONSENT AGENDA

Councilor Flores, seconded by Councilor Martinez Ortega, moved to approve all Resolutions Set Forth in the Consent Agenda, Pass the Ordinances of the Consent Agenda, Setting the Public Hearings for March 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 7-0.

P. REGULAR AGENDA

Q. RESOLUTIONS

Q1 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE SOUTHERN COLORADO EQUALITY ALLIANCE IN THE AMOUNT OF \$280 TO SPONSOR THE SPRING FLING BANQUET ON FRIDAY, MARCH 10, 2023 AT COLORADO STATE UNIVERSITY PUEBLO

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

Councilor Martinez Ortega , seconded by Councilor Flores, moved to amend the Resolution to \$560.00.

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

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

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

This Resolution was assigned as 15158.

Q2 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO PUEBLO FRIENDS OF THE ARKANSAS RIVER IN THE AMOUNT OF \$300 TO SPONSOR THE TROUT ON THE ROUTE FUNDRAISER

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

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

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

This Resolution was assigned as 15159.

Q3 A RESOLUTION AUTHORIZING TRANSFER FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE PUEBLO FOOD PROJECT IN THE AMOUNT OF \$2,000 TO SPONSOR THE SUN, SOIL, WATER AG SUMMIT ON MARCH 17 - 18, 2023

A staff report and detailed review of the Resolution was given by Councilor Dennis Flores.

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

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

This Resolution was assigned as 15160.

Q4 A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO THE BOYS AND GIRLS CLUB OF PUEBLO COUNTY IN THE AMOUNT OF \$1,000 TO SPONSOR THE PLACE COMMUNITY BLOCK PARTY EVENT ON TUESDAY, MAY 9, 2023

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

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

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

This Resolution was assigned as 15161.

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 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

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

PUBLIC HEARING:

Ted Freeman - Spoke against this Ordinance.

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 10385.

R2 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

A staff report and detailed review of the Ordinance was given by Municipal Court Judge Carla Sikes.

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 10386.

R3 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

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

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 10387.

R4 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

A staff report and detailed review of the Ordinance was given by Laura Solano - Chief of

Staff.

PUBLIC HEARING:

Ted Freeman - Spoke against this Ordinance.

President Graham declared the hearing closed.

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

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

This Ordinance was assigned as **10388**.

R5 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

A staff report and detailed review of the Ordinance was given by Andra Ahrens - Director of Waste Water.

PUBLIC HEARING:

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

Councilor Flores, seconded by Councilor Martinez Ortega, 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 **10389**.

R6 AN ORDINANCE DESIGNATING ST. PAUL FIRST AFRICAN METHODIST CHURCH, 613 WEST MESA AVENUE, AS A LOCAL HISTORIC LANDMARK

A staff report and detailed review of the Ordinance was given by Scott Hobson - Acting Director of the Planning Department.

Mr. Hobson requested that the Planning & Zoning documents for this item, Case # HPC-22-20 dated December 21, 2022, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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 **10390**.

R7 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

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

Mr. Hobson requested that the Planning & Zoning documents for this item, Case # Z-22-18 dated January 11, 2023, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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

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

This Ordinance was assigned as **10391**.

R8 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

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

Mr. Hobson requested that the Planning & Zoning documents for this item, Case # Z-22-19 dated January 11, 2023, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

Ted Freeman spoke against this Ordinance. President Graham declared the hearing closed.

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

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

This Ordinance was assigned as **10392.**

R9 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

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

Mr. Hobson requested that the Planning & Zoning documents for this item, Case # V-22-07 dated December 14, 2022, be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

Councilor Martinez, 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 **10393.**

R10 AN ORDINANCE APPROVING THE REGENCY PARK 5TH FILING, 1ST AMENDMENT SUBDIVISION

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

Mr. Hobson requested that the Planning & Zoning documents for this item, Case # S-22-13 dated January 22, 2022 be made part of the record for this hearing. So ordered by President Graham.

PUBLIC HEARING:

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

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 **10394.**

R11 AN ORDINANCE AMENDING THE THE FISCAL YEAR 2023 STAFFING ORDINANCE BY TEMPORARILY ADDING TWO (2) FIREFIGHTER POSITIONS

WITHIN THE FIRE DEPARTMENT

A staff report and detailed review of the Ordinance was given by Barb Huber - City of Pueblo Fire Chief.

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 **10395**.

R12 AN ORDINANCE APPROVING AN AMBULANCE SERVICE AGREEMENT BETWEEN THE CITY OF PUEBLO AND AMERICAN MEDICAL RESPONSE OF COLORADO, INC

A staff report and detailed review of the Ordinance was given by Barb Huber - City of Pueblo Fire Chief.

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 **10396**.

R13 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

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

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 **10397.**

R14 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

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

PUBLIC HEARING:

Ted Freeman - Spoke against this Ordinance.

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 **10398.**

R15 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

A staff report and detailed review of the Ordinance was given by Nicholas Gradisar, Mayor of the City of Pueblo.

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

This Ordinance was assigned as **10399.**

R16 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

A staff report and detailed review of the Ordinance was given by Andrew Hayes- Director Pueblo Works Department.

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 10400.

S. EMERGENCY ORDINANCES

S1 AN EMERGENCY ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE A CONSULTING SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND GILBERT E. ROMERO D/B/A CAPITOL SUCCESS GROUP FOR LOBBYING SERVICES DURING THE 2023 LEGISLATIVE SESSION OF THE COLORADO GENERAL ASSEMBLY

A staff report and detailed review of the Ordinance was given by Nicholas Gradisar - Mayor of the City of Pueblo.

PUBLIC HEARING:

Ted Freeman - Spoke against this Ordinance.

President Graham declared the hearing closed.

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

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

This Ordinance was assigned as 10401.

S2 AN EMERGENCY ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AMENDMENT NO. 3 TO THE SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND THE CRAZY FAITH STREET MINISTRY, 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 AN ADDITIONAL FIFTY THOUSAND FOUR HUNDRED DOLLARS (\$50,400) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

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

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 **10402**.

T. COUNCIL MEMBER CONFLICT OF INTEREST

T1 A RESOLUTION CONFIRMING THE APPOINTMENT BY THE MAYOR OF MARISA LOPEZ TO THE PUEBLO CONSERVANCY DISTRICT

Councilor Atencio was excused from the meeting by President Graham.

A staff report and detailed review of the Resolution was given by Nicholas Gradisar - City of Pueblo Mayor

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 6-0.

This Resolution was assigned as **15162**.

T2 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

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

PUBLIC HEARING:

Andrew Sanchez- Spoke in Favor of this Ordinance.

Nan Wainwright- Spoke in Favor of this Ordinance.

President Graham declared the hearing closed.

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

Roll Call - **Ayes:** Councilor Flores, President Graham, Councilor Maestri, Councilor

Martinez, Councilor Martinez Ortega, Councilor Winner. **Nays:** None. Motion Passed 6-0.

This Ordinance was assigned as **10403.**

U. ADJOURN

President Graham adjourned the meeting.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "V. R. P.", is written over a horizontal line.

Vincent Petkosek
Deputy City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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: A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$52,573.99 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 800 N SANTA FE AVENUE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

SUMMARY:

This Resolution ratifies and approves award of a construction contract to Parker Excavating, Inc. for emergency sanitary sewer point repairs at 800 N Santa Fe Ave.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

While the Wastewater Department collection crew was performing a routine cleaning near 800 N Santa Fe Ave, they discovered a large hole close to downstream manhole and could not make through the entire sewer main. In addition, the whole main was in bad shape and there were several areas with sags, fractures, holes, and voids. These defects will further deteriorate the pipe, block the flow, and increase the chance of collapse and immediate backup in the main. An emergency repair was necessary to repair the sags, fractures, and holes, so a backup would not occur.

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

The cost breakdown for the project is as follows:

Sanitary Sewer Replacement-related

<i>Total:</i>	\$	40,733.99	77%
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Surface Improvement Related

<i>Total:</i>	\$	11,840.00	23%
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<i>Grand Total:</i>	\$	52,573.99	100%
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FINANCIAL IMPLICATIONS:

Funding for this project came from the sanitary sewer rehabilitation budget funded by the Sewer User Fund. Funding was available and had been budgeted, appropriated, and allocated to Project No. 20-059 (WWAN03).

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 3-13-23 800 N Santa Fe Ave Emergency Point Repair Attachment

RESOLUTION NO. 15163

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$52,573.99 WITH PARKER EXCAVATING, INC. FOR EMERGENCY SANITARY SEWER POINT REPAIR AT 800 N SANTA FE AVENUE, PROJECT NO. 20-059 (WWAN03) AND APPROVING THE PURCHASING AGENT'S EXECUTION OF SAME

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

WHEREAS, the point repair work was awarded to Parker Excavating, Inc., under the 2021-2023 multi-year point repair contract; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for repair of the sanitary sewers at 800 N Santa Fe Ave with Parker Excavating, Inc., Project No. 20-059 (WWAN03) awarded to said bidder in the amount of \$52,573.99.

SECTION 2.

Funds for Project 20-059 (WWAN03) shall be from the Sewer User Fund.

SECTION 3.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, A Municipal Corporation, and the City Clerk properly affixed the seal of the City thereto and attested the same.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution and the contract to effectuate the transactions described therein. Furthermore, all actions previously taken by officers and staff of the City consistent with the contract including any payments authorized under the contract and the contract change order in the amount of \$2,833.99 are hereby ratified.

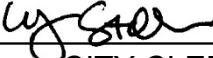
SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED March 13, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

2021-2023 Emergency Sanitary Sewer Point Repair					800 N Santa Fe Ave Estimate		
Date: 12/19/2022					K.R. Swerdfeger Construction, Inc.	FRPHI ECS & Landscape, Inc.	Parker Excavating, Inc.
Project Number: 20-059 (WWAN03)							
Item	Description	Estimated					
1	Remove and Replace 8" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF	146	\$ 19,418.00	\$ 47,304.00	\$ 14,308.00
2	Remove and Replace 8" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
3	Remove and Replace 10" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
4	Remove and Replace 10" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
5	Remove and Replace 12" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
6	Remove and Replace 12" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
7	Remove and Replace 15" PVC Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
8	Remove and Replace 15" PVC More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
9	Remove and Replace 4" Service Tap Less than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
10	Remove and Replace 4" Service Tap More than 10' Deep	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
11	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
12	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 8" and 10" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF	176	\$ 12,672.00	\$ 11,616.00	\$ 13,024.00
13	Asphalt Patch – 4" HMA on 4" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
14	Asphalt Patch – 5" HMA on 6" Class 6 ABC For 12" and 15" Pipe	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
15	Remove and Replace 7" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
16	Remove and Replace 6" Reinforced Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
17	Remove and Replace 4" Concrete	1-20	SF		\$ -	\$ -	\$ -
		21-100	SF		\$ -	\$ -	\$ -
		>100	SF		\$ -	\$ -	\$ -
18	Remove and Replace Standard Curb and Gutter	1-20	LF		\$ -	\$ -	\$ -
		21-100	LF		\$ -	\$ -	\$ -
		>100	LF		\$ -	\$ -	\$ -
19	Install Extra Lean Concrete (FlowFill)	1-20	CY		\$ -	\$ -	\$ -
		21-100	CY	70	\$ 11,550.00	\$ 17,850.00	\$ 11,690.00
		>100	CY		\$ -	\$ -	\$ -
20	Remove Camera/Cleaning Head/Tap Cutter	HR			\$ -	\$ -	\$ -
21	Remove and Replace 48" Diameter Manhole	EA		2	\$ 8,000.00	\$ 12,200.00	\$ 8,680.00
22	Remove and Replace 60" Diameter Manhole	EA			\$ -	\$ -	\$ -
23	Reinstate Services	EA		1	\$ 300.00	\$ 150.00	\$ 388.00
24	Mobilization	LS		1	\$ 1,500.00	\$ 1,750.00	\$ 1,650.00
				Total	\$ 53,440.00	\$ 90,870.00	\$ 49,740.00
				With Contingency	\$ 64,128.00	\$ 109,044.00	\$ 59,688.00

CONTRACT CHANGE ORDER
CITY OF PUEBLO DEPARTMENT OF PUBLIC WORKS

Project Number : 20-059 (WWAN03) Change Order No. : ONE 2/22/2023 Page 1 of 1

Project Name : 2021, 2022 and 2023 Sanitary Sewer Point Repair
800 N Santa Fe Ave

Contractor : PARKER EXCAVATING INC.
1428 Stockyard Rd., Pueblo, CO 81001

You are hereby requested to comply with the following changes from the plans & specifications:

Bid Item No.	Description of Changes	Decrease Contract By	Increase Contract By
1	REMOVE & REPLACE 8" PVC PIPE <10' DEEP (>100LF)		\$1,372.00
2	ASPHALT PATCH – 5" HMA ON 6" CLASS 6 ABC FOR 8" AND 10" PIPE (>100LF)	(\$1,184.00)	
3	INSTALL EXTRA LEAN CONCRETE (FLOWFILL) (21-100CY)		\$3,340.00
4	REMOVE AND REPLACE 48" MANHOLE	(\$4,340.00)	
5	REINSTATE SERVICES	(\$388.00)	
7	BYPASS PUMPING		\$1,494.00
8	STRIPING		\$460.00
9	TRAFFIC CONTROL		\$2,079.99
TOTAL (Decrease) / Increase		(\$5,912.00)	\$8,745.99

Net Adjustment This Change Order	\$	2,833.99
Amount of Previous Change Order(s)	\$	0.00
Original Contract Amount	\$	49,740.00
Total Adjusted Contract Amount To Date	\$	52,573.99

Reason For Change: Actual Field Quantities.

The time provided for completion of the contract is changed by 0 calendar days.
This document shall become an amendment to the contract and all provisions of the contract apply hereto.

Prepared by: _____ Date: _____
Associate Engineer II

Reviewed by: _____ Date: _____
Wastewater Engineering Manager

Accepted by: _____ Date: _____
Contractor's Representative

If this Change Order causes an increase from the original contract price, signed approval by the Director constitutes representation that lawful appropriations are sufficient to cover such increase.

Approved by: _____ Date: _____
Director of Wastewater



20-059 (WWAN03)
2021-2023 Emergency Sanitary Sewer Point Repair
800 N Santa Fe Ave





**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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 \$215,087.50 TO MARTIN MARIETTA MATERIALS, INC., FOR PROJECT NO. 23-021, ASPHALT IMPROVEMENTS - CITY PARK POOL PARKING LOT, SETTING FORTH \$21,508.75 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Martin Marietta Materials, Inc., for Project No. 23-021, Asphalt Improvements - City Park Pool Parking Lot.

PREVIOUS COUNCIL ACTION:

Resolution 15123, dated January 9, 2023, awarded a construction contract to Baha Construction, Inc., for concrete improvements to the City Park Pool Parking Lot.

BACKGROUND:

This project is the second phase of the renovation of the City Park Pool Parking Lot. This project will consist of asphalt improvements. This Resolution awards the construction contract to Martin Marietta Materials, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$236,596.25 will be paid from account LT2001 Park Renovations - City Park.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-021 Bid Summary

RESOLUTION NO. 15164

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$215,087.50 TO MARTIN MARIETTA MATERIALS, INC., FOR PROJECT NO. 23-021, ASPHALT IMPROVEMENTS - CITY PARK POOL PARKING LOT, SETTING FORTH \$21,508.75 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-021, Asphalt Improvements - City Park Pool Parking Lot have been received and examined; and

WHEREAS, the proposal of Martin Marietta Materials, 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. 23-021, Asphalt Improvements - City Park Pool Parking Lot to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-021, Asphalt Improvements - City Park Pool Parking Lot, to be performed, and the contract for said project is hereby awarded to Martin Marietta Materials, Inc., in the amount of \$215,087.50.

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.....\$21,508.75

SECTION 4.

Funds for Project 23-021 (including contingencies and additional work) shall be from Project No. LT2001, Park Renovations - City Park.

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.

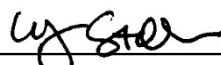
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED March 13, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 23-021 (LT1501)
Asphalt Improvements - City Park Pool Parking Lot
RESPONSE DEADLINE: March 1, 2023 at 10:00 am
Report Generated: Wednesday, March 1, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Martin Marietta Materials, Inc.	\$215,087.50
Tony J Beltramo & Sons, Inc.	\$257,350.00
Sunland Asphalt & Construction, LLC	\$270,758.1272
Elite Surface Infrastructure	\$277,817.10

EVALUATION TABULATION
IFB No. 23-021 (LT1501)
Asphalt Improvements - City Park Pool Parking Lot

BASE BID

Selected	Line Item	Description	Quantity	Unit of Measure	Elite Surface Infrastructure		Martin Marietta Materials, Inc.		Sunland Asphalt & Construction, LLC		Tony J Beltramo & Sons, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Roto Mill/Remove approximately 3" (inches) of existing asphalt and base.	9226	SY	\$4.50	\$41,517.00	\$6.45	\$59,507.70	\$5.20	\$47,975.20	\$3.30	\$30,445.80
X	2	Install 3" HMA SX (75) PG 58-28	1522	TON	\$133.00	\$202,426.00	\$92.40	\$140,632.80	\$130.50	\$198,621.00	\$119.70	\$182,183.40
X	3	Install Class 6 Base Material (Place and Compact)	100	TON	\$43.85	\$4,385.00	\$20.20	\$2,020.00	\$47.91	\$4,791.00	\$42.00	\$4,200.00
X	4	Install Striping	1706	SF	\$1.35	\$2,303.10	\$2.00	\$3,412.00	\$1.6062	\$2,740.1772	\$1.80	\$3,070.80
X	5	Raise Manhole	1	EA	\$451.00	\$451.00	\$1,095.00	\$1,095.00	\$250.00	\$250.00	\$1,300.00	\$1,300.00
X	6	Vehicle Towing Allowance	1	EA	\$310.00	\$310.00	\$145.00	\$145.00	\$625.00	\$625.00	\$250.00	\$250.00
X	7	Erosion and Sediment Control	1	LS	\$1,850.00	\$1,850.00	\$950.00	\$950.00	\$1,250.00	\$1,250.00	\$500.00	\$500.00
X	8	Construction Traffic Control	1	LS	\$2,725.00	\$2,725.00	\$1,725.00	\$1,725.00	\$1,250.00	\$1,250.00	\$1,700.00	\$1,700.00
X	9	Mobilization	1	LS	\$21,850.00	\$21,850.00	\$5,600.00	\$5,600.00	\$13,255.75	\$13,255.75	\$33,700.00	\$33,700.00
Total						\$277,817.10		\$215,087.50		\$270,758.1272		\$257,350.00

EVALUATION TABULATION
IFB No. 23-021 (LT1501)
Asphalt Improvements - City Park Pool Parking Lot

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Elite Surface Infrastructure	Martin Marietta Materials, Inc.	RMRM INC Business environments	Sunland Asphalt & Construction, LLC	Tony J Beltramo & Sons, Inc.
BID GUARANTEE	Pass	Pass	No Response	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	No Response	Pass	Pass
NAME, TITLE, and CONTACT INFORMATION	Pass	Pass	No Response	Pass	Pass
ACKNOWLEDGEMENTS	No Response	No Response	No Response	No Response	No Response
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	No Response	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	No Response	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	No Response	Pass	Pass
Has/is this firm or any officer or partner of this firm:	No Response	No Response	No Response	No Response	No Response
Convicted of a criminal offense	Pass	Pass	No Response	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	No Response	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	No Response	Pass	Pass
Failed to perform	Pass	Pass	No Response	Pass	Pass
Suspension or Debarment	Pass	Pass	No Response	Pass	Pass

EVALUATION TABULATION

IFB No. 23-021 (LT1501)

Asphalt Improvements - City Park Pool Parking Lot

Question Title	Elite Surface Infrastructure	Martin Marietta Materials, Inc.	RMRM INC Business environments	Sunland Asphalt & Construction, LLC	Tony J Beltramo & Sons, Inc.
Unqualified	Pass	Pass	No Response	Pass	Pass
Unlicensed	Pass	Pass	No Response	Pass	Pass
Delinquent	Pass	Pass	No Response	Pass	Pass
Confirmation	Pass	Pass	No Response	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Asphalt Improvements - City Park Pool Parking Lot

Page 4



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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 \$79,440 TO RUSS GRADING & EXCAVATING, INC., FOR PROJECT NO. 23-027, EMERGENCY BID FOR CITY PARK ZOO CANAL PIPELINE REPLACEMENT, SETTING FORTH \$7,944 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution ratifies and approves the award of an emergency construction contract to Russ Grading & Excavating, Inc., for Project No. 23-027 Emergency Bid for City Park Zoo Canal Pipeline Replacement.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Horseshoe Lake, located near the City Park Zoo and Tennis Courts, is used to irrigate the Elmwood golf course and is filled by a canal that meanders through the Pueblo Zoo. Water for this canal is fed from the Bessemer Ditch by an existing 18 inch corrugated metal pipe and an open channel. This existing 18 inch CMP is failing. This project will fix the failing pipe by replacing it and the canal with a new 18" diameter plastic pipe.

This project will consist of removing 361 L.F. of 18" Diameter Corrugated Metal Pipe and installing 60 L.F. of 18" Diameter Polypropylene (PP) pipe, 480 L.F. of high-density Polyethylene (HDPE) pipe, importing of fill material and other incidental items as shown in the plans and specifications.

The Resolution ratifies the emergency construction contract that was awarded to Russ Grading & Excavating, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$87,384.00 will be paid from account 50161100-57970.

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. 23-027 Bid Summary - Emergency Bid for City Park Zoo Canal Pipeline Replacement

RESOLUTION NO. 15165

A RESOLUTION RATIFYING AN EMERGENCY CONSTRUCTION CONTRACT IN THE AMOUNT OF \$79,440 TO RUSS GRADING & EXCAVATING, INC., FOR PROJECT NO. 23-027, EMERGENCY BID FOR CITY PARK ZOO CANAL PIPELINE REPLACEMENT, SETTING FORTH \$7,944 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 No. 23-027, Emergency Bid for City Park Zoo Canal Pipeline Replacement;

WHEREAS, the proposal of Russ Grading & Excavating, Inc., was the lowest of those bids determined to be responsive and was determined to be the proposal which will achieve maximum economy to the City under the conditions prevailing; and

WHEREAS, an emergency construction contract to complete the pipeline replacement was there upon awarded to Russ Grading & Excavating, Inc., under Contract Number 23-027; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

City Council ratifies and approves the contract for the pipeline replacement at City Park Zoo Canal with Russ Grading & Excavating, Inc., Project No. 23-027, Emergency Bid for City Park Zoo Canal Pipeline Replacement project awarded to said contractor in the amount of \$79,440.00.

SECTION 2.

The Purchasing Agent was authorized to execute said contract on behalf of Pueblo, a municipal corporation, and the City Clerk was authorized to 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.....\$7,944.00

SECTION 4.

Funds for Project No. 23-027 (including contingencies and additional work) shall be from account 50161100-57970.

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 herein. 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.

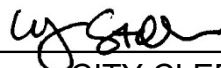
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED March 13, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



City of Pueblo
Purchasing

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

EVALUATION TABULATION

IFB No. 23-027

Emergency Bid for City Park Zoo Canal Pipeline Replacement

RESPONSE DEADLINE: February 15, 2023 at 10:30 am

Report Generated: Wednesday, February 15, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Russ Grading & Excavating LLC	\$79,440.00
K.R. Swerdfeger Construction, Inc.	\$133,282.00
Pate Construction Co., Inc.	\$260,599.00

BASE BID

					K.R. Swerdfeger Construction, Inc.		Pate Construction Co., Inc.		Russ Grading & Excavating LLC	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Clear and Grub	2200	SF	\$2.00	\$4,400.00	\$5.00	\$11,000.00	\$1.82	\$4,004.00
X	2	Remove Asphalt Roadway	152	SF	\$9.00	\$1,368.00	\$25.00	\$3,800.00	\$10.00	\$1,520.00
X	3	Remove Curb and Gutter	20	LF	\$13.00	\$260.00	\$25.00	\$500.00	\$25.00	\$500.00
X	4	Remove and Reset Fence	20	LF	\$99.00	\$1,980.00	\$200.00	\$4,000.00	\$50.00	\$1,000.00

EVALUATION TABULATION

IFB No. 23-027

Emergency Bid for City Park Zoo Canal Pipeline Replacement

Selected	Line Item	Description	Quantity	Unit of Measure	K.R. Swerdfefer Construction, Inc.		Pate Construction Co., Inc.		Russ Grading & Excavating LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	5	Remove 18" CMP	361	LF	\$5.00	\$1,805.00	\$45.00	\$16,245.00	\$4.44	\$1,602.84
X	6	Install 18" Dia. ADS HP Storm Pipe	60	LF	\$125.00	\$7,500.00	\$300.00	\$18,000.00	\$157.00	\$9,420.00
X	7	Install 18" Dia. ADS N-12 Storm Pipe	480	LF	\$124.00	\$59,520.00	\$300.00	\$144,000.00	\$78.75	\$37,800.00
X	8	Dissimilar Pipe Connection	1	EA	\$3,745.00	\$3,745.00	\$5,000.00	\$5,000.00	\$1,500.00	\$1,500.00
X	9	Install Flowable Fill Roadway	10	CY	\$360.00	\$3,600.00	\$325.00	\$3,250.00	\$200.00	\$2,000.00
X	10	Install Curb and Gutter	20	LF	\$106.00	\$2,120.00	\$75.00	\$1,500.00	\$50.00	\$1,000.00
X	11	Install Asphalt Roadway Patch	152	SF	\$32.00	\$4,864.00	\$12.00	\$1,824.00	\$16.50	\$2,508.00
X	12	Import Culvert Fill Material	440	TON	\$40.00	\$17,600.00	\$60.00	\$26,400.00	\$19.50	\$8,580.00
X	13	Install Tracer Wire	540	LF	\$8.00	\$4,320.00	\$2.00	\$1,080.00	\$0.75	\$405.00
X	14	Stormwater BMP's	1	LS	\$8,475.00	\$8,475.00	\$8,500.00	\$8,500.00	\$1,200.16	\$1,200.16
X	15	Traffic Control	1	LS	\$5,650.00	\$5,650.00	\$10,000.00	\$10,000.00	\$2,400.00	\$2,400.00
X	16	Mobilization	1	LS	\$6,075.00	\$6,075.00	\$5,500.00	\$5,500.00	\$4,000.00	\$4,000.00
Total						\$133,282.00		\$260,599.00		\$79,440.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Emergency Bid for City Park Zoo Canal Pipeline Replacement

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EVALUATION TABULATION

IFB No. 23-027

Emergency Bid for City Park Zoo Canal Pipeline Replacement

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	K.R. Swerdfeger Construction, Inc.	Pate Construction Co., Inc.	Russ Grading & Excavating LLC
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass
NAME, TITLE, and CONTACT INFORMATION	Pass	Pass	Pass
ACKNOWLEDGEMENTS	No Response	No Response	No Response
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:	No Response	No Response	No Response
Convicted of a criminal offense	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Emergency Bid for City Park Zoo Canal Pipeline Replacement

Page 3

EVALUATION TABULATION

IFB No. 23-027

Emergency Bid for City Park Zoo Canal Pipeline Replacement

Question Title	K.R. Swerdfeger Construction, Inc.	Pate Construction Co., Inc.	Russ Grading & Excavating LLC
Confirmation	Pass	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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 \$55,200 TO AUTOMATIC ACCESS, INC., FOR PROJECT NO. 23-007 TO REPLACE AUTOMATIC DOORS AT THE PUEBLO TRANSIT CENTER, SETTING FORTH \$11,040 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a Construction Contract to Automatic Access, Inc., for Project No. 23-007 to Replace Automatic Doors at the Pueblo Transit Center.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of removing and replacing four sets of automatic doors at the Pueblo Transit Center.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$66,240.00 will be paid from account PT2101 FY2020 5307 PM Facilities.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-007 Bid Summary

RESOLUTION NO. 15166

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT
IN THE AMOUNT OF \$55,200 TO AUTOMATIC ACCESS, INC.,
FOR PROJECT NO. 23-007 TO REPLACE AUTOMATIC DOORS
AT THE PUEBLO TRANSIT CENTER, SETTING FORTH \$11,040
FOR CONTINGENCIES, AND AUTHORIZING THE
PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-007 to Replace Automatic Doors at the Pueblo Transit Center have been received and examined; and

WHEREAS, the proposal of Automatic Access, 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. 23-007 to Replace Automatic Doors at the Pueblo Transit Center to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-007 to Replace Automatic Doors at the Pueblo Transit Center, to be performed, and the contract for said project is hereby awarded to Automatic Access, Inc., in the amount of \$55,200.00.

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 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.....\$11,040.00

SECTION 4.

Funds for Project No. 23-007 (including contingencies and additional work) shall be from Project No. PT2101, FY2020 5307 PM Facilities.

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 March 13, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 23-007 (PT2101)
Replace Automatic Doors at Transit Center
RESPONSE DEADLINE: February 17, 2023 at 10:00 am
Report Generated: Thursday, February 23, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Automatic Access, Inc.	\$55,200.00
Baha Construction, Inc.	\$135,000.00

BASE BID

					Automatic Access, Inc.		Baha Construction, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total	Unit Cost	Total
X	1	Demo existing automatic doors	4	EA	\$1,000.00	\$4,000.00	\$1,750.00	\$7,000.00
X	2	Install new automatic doors	4	EA	\$12,500.00	\$50,000.00	\$28,250.00	\$113,000.00
X	3	Mobilization	1	LS	\$1,200.00	\$1,200.00	\$15,000.00	\$15,000.00
Total						\$55,200.00		\$135,000.00

VENDOR QUESTIONNAIRE PASS/FAIL

EVALUATION TABULATION
IFB No. 23-007 (PT2101)
Replace Automatic Doors at Transit Center

Question Title	Automatic Access, Inc.	Baha Construction, Inc.
CONFIRMATION OF OFFER AND UNDERSTANDING	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass
BID GUARANTEE	Pass	Pass
SAM.gov Registration	Pass	Pass
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass
ACKNOWLEDGEMENT OF PREVAILING WAGES & ADDITIONAL WAGE CLASSIFICATION RESPONSIBILITY	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass
Has/is this firm or any officer or partner of this firm:	No Response	No Response
Convicted of a criminal offense	Pass	Pass
Convicted under state or federal statutes	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass
Failed to perform	Pass	Pass
Suspension or Debarment	Pass	Pass
Unqualified	Pass	Pass
Unlicensed	Pass	Pass
Delinquent	Pass	Pass
Confirmation	Pass	Pass
FTA Required Certifications	No Response	No Response
BIDDER'S BUY AMERICA CERTIFICATION	Pass	Pass

EVALUATION TABULATION
IFB No. 23-007 (PT2101)
Replace Automatic Doors at Transit Center

Question Title	Automatic Access, Inc.	Baha Construction, Inc.
BIDDER'S CERTIFICATION FOR DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION	Pass	Pass
LOBBYING RESTRICTIONS	Pass	Pass



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 13, 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: A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF CONSTRUCTING BROADBAND INFRASTRUCTURE, AS AUTHORIZED BY SECTION 603(C)(1)(D) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Resolution provides funding in the amount of \$600,000 to install redundant fiber-optic infrastructure, as authorized by Section 603(c)(1)(D) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6.

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

BACKGROUND:

The City is building a new fire station on the west side of Pueblo on W. 24th Street.

Pueblo County (County) is building a new county jail near W. 24th Street on the west side of Pueblo Blvd. The City and County desire to cooperate to install redundant fiber-optic infrastructure to both facilities to connect the technological resources necessary to support the operations required by each agency. The City and County will divide costs and ownership rights as outlined below. The County will be funding their costs through jail project funding, and the City will be funding its portion through ARPA. The ARPA Broadband Infrastructure Project guidelines provide "the construction and deployment of broadband infrastructure designed to deliver service that reliably meets or exceeds

symmetrical speeds of 100Mbps so that communities have future-proof infrastructure to serve their long-term needs.” This Project clearly aligns with this guideline by allowing funding to be expended for the installation of this infrastructure. Installing a redundant fiber-ring will ensure availability and advancement of services each agency requires to provide public safety services to the Pueblo community for years to come..

FINANCIAL IMPLICATIONS:

FiberRun Description	Cost Responsibility	City Cost	County Cost	Total Cost	Ownership
Old (Grand) to New Fire Station 11	EOC Cost Split 50/50	\$339,425	\$339,425	\$678,850	City owned conduit and fiber. Fiber strands split 50/50
New Fire Station 11 to New Jail	Fire Pueblo County		\$112,700	\$112,700	City owned conduit and fiber. Fiber strands split 50/50
Redundant route for fiber ring back old EOC (Grand)	Cost Split 50/50	\$232,850	\$232,850	\$465,700	County owned conduit/City owned fiber/fiber strands split 50/50
W 24th Railroad Permit	City of Pueblo	\$25,000		\$25,000	Cost estimated. City of Pueblo will hold permit
Total Project Costs		\$597,275	\$684,975	\$1,282,250	

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to support or fund this broadband infrastructure project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 13, 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: A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF CONSTRUCTING BROADBAND INFRASTRUCTURE, AS AUTHORIZED BY SECTION 603(C)(1)(D) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Resolution provides funding in the amount of \$600,000 to install redundant fiber-optic infrastructure, as authorized by Section 603(c)(1)(D) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6.

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

BACKGROUND:

The City is building a new fire station on the west side of Pueblo on W. 24th Street.

Pueblo County (County) is building a new county jail near W. 24th Street on the west side of Pueblo Blvd. The City and County desire to cooperate to install redundant fiber-optic infrastructure to both facilities to connect the technological resources necessary to support the operations required by each agency. The City and County will divide costs and ownership rights as outlined below. The County will be funding

their costs through jail project funding, and the City will be funding its portion through ARPA. The ARPA Broadband Infrastructure Project guidelines provide “the construction and deployment of broadband infrastructure designed to deliver service that reliably meets or exceeds symmetrical speeds of 100MBps so that communities have future-proof infrastructure to serve their long-term needs.” This Project clearly aligns with this guideline by allowing funding to be expended for the installation of this infrastructure. Installing a redundant fiber-ring will ensure availability and advancement of services each agency requires to provide public safety services to the Pueblo community for years to come..

FINANCIAL IMPLICATIONS:

Fiber Description	Run Cost Responsibility	City Cost	County Cost	Total Cost	Ownership
Old EOC (Grand) to New Fire Station 11	Cost Split 50/50	\$339,425	\$339,425	\$678,850	City owned conduit and fiber. Fiber strands split 50/50
New Fire Station 11 to New Jail	Pueblo County		\$112,700	\$112,700	City owned conduit and fiber. Fiber strands split 50/50
Redundant route for fiber ring back old EOC (Grand)	Cost Split 50/50	\$232,850	\$232,850	\$465,700	County owned conduit/ City owned fiber/ fiber strands split 50/50
W 24th Railroad Permit	City of Pueblo	\$25,000		\$25,000	Cost estimated. City of Pueblo will hold permit
Total Project Costs		\$597,275	\$684,975	\$1,282,250	

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to support or fund this broadband infrastructure project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15168

A RESOLUTION AUTHORIZING PAYMENT OF FUNDS IN THE AMOUNT OF SIX HUNDRED THOUSAND DOLLARS (\$600,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF CONSTRUCTING BROADBAND INFRASTRUCTURE, AS AUTHORIZED BY SECTION 603(C)(1)(D) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

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 U.S. Treasury Final Rule, recipients may use Coronavirus State and Local Fiscal Recovery Funds (“CSLFRF”) for broadband infrastructure projects; NOW, THEREFORE,

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

Funds in the amount of Six Hundred Thousand Dollars (\$600,000) are hereby authorized for payment from Project No. CI2113 – American Rescue Plan Act, for purposes of installing redundant fiber-optic infrastructure to connect the City’s new fire station near W. 24th Street on the east side of Pueblo Boulevard and Pueblo County’s new county jail near W. 24th Street on the west side of Pueblo Boulevard.
SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED March 13, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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 CONCERNING THE ASSESSMENT OF COSTS FOR THE DEMOLITION AND ABATEMENT OF DANGEROUS STRUCTURES UPON THE PROPERTIES LOCATED AT 1608 WABASH AVENUE AND 1103 EAST 8TH STREET WITHIN THE CITY OF PUEBLO AND SETTING A DATE FOR COUNCIL HEARINGS THEREON

SUMMARY:

This resolution will set a date for public hearings regarding the assessment of costs for the demolition of dangerous structures at 1608 Wabash Avenue and 1103 East 8th Street in the City of Pueblo.

PREVIOUS COUNCIL ACTION:

On November 23, 1998, by Ordinance No. 6369, City Council adopted with modifications the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.

On September 13, 2021, by Resolution No. 14699, City Council approved the award of a building demolition contract including the abatement of dangerous buildings on the properties located at 1608 Wabash Avenue and 1103 East 8th Street.

BACKGROUND:

Pursuant to Chapter 13 of Title IV of the Pueblo Municipal Code and Chapter 8 of the Uniform Code for Abatement of Dangerous Buildings, the Building Official has determined the building(s) located at 1608 Wabash Avenue and 1103 East 8th Street, respectively, were in a dangerous condition, and after giving proper notice to the owners, requested the City of Pueblo to demolish these buildings. The buildings have been demolished, and the costs incurred by the City of Pueblo have been compiled by the Director of Public Works in a Report of Demolition.

In accordance with Section 903 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Editions (as amended), a public hearing is required prior to making an assessment to recover costs related to demolition work performed by the City of Pueblo.

Passage of this resolution will set a date for the required public hearings so City Council may hear the Reports of Demolition as well as any complaints, objections, or protests filed by interested parties related to the projects.

FINANCIAL IMPLICATIONS:

Passage of this Resolution will have no direct financial impact upon the City of Pueblo.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

The properties at 1608 Wabash Avenue and 1103 East 8th Street were inspected by the Building Official of Pueblo Regional Building Department. Following the inspections, a condemnation Notice and Order was served and posted, as required, for each property and the respective property owners were provided an opportunity to appeal their Notice and Order. The property owners failed to make the required repairs or to abate the dangerous buildings on their properties. The Notice and Order documents were recorded for each property in the records of the Pueblo County Clerk and Recorder. The cases were then referred to the City of Pueblo with a request from the Building Official for the City to abate the dangerous buildings on the said properties.

The demolition work at 1608 Wabash Avenue was completed in February 2022, and the total cost incurred by the City was \$56,272.23. The demolition work at 1103 East 8th Street was completed in December 2021, and the total cost incurred by the City of Pueblo was \$36,609.99.

ALTERNATIVES:

If this resolution is not approved, the City of Pueblo will not be able to hold the public hearings required under Section 903 of the Uniform Code for the Abatement of Dangerous Buildings prior to assessing the demolition project costs and the City will not recover the costs associated with the completed projects.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Report of Demolition - 1103 E. 8th Street (230222) - full packet
2. Report of Demolition - 1608 Wabash Ave. (230222) - full packet

RESOLUTION NO. 15169

A RESOLUTION CONCERNING THE ASSESSMENT OF COSTS
FOR THE DEMOLITION AND ABATEMENT OF DANGEROUS
STRUCTURES UPON THE PROPERTIES LOCATED AT 1608
WABASH AVENUE AND 1103 EAST 8TH STREET WITHIN THE
CITY OF PUEBLO AND SETTING A DATE FOR COUNCIL
HEARINGS THEREON

WHEREAS, pursuant to Chapter 13 of Title IV of the Pueblo Municipal Code and Chapter 8 of the Uniform Code for Abatement of Dangerous Buildings, as adopted and amended, the Director of Public Works has caused the demolition and removal of buildings and structures found to be dangerous; and,

WHEREAS, the Director of Public Works has filed his reports with respect to the costs thereof with the City Clerk, copies of which are attached hereto and incorporated herein; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Hearings on the assessment of such costs and on any property owners' or agents' complaints, objections, or protests to the costs of demolition and removal of buildings and structures is hereby scheduled to be held before the City Council on Monday, the 27th day of March, 2023, commencing at 7:00 p.m., or as soon thereafter as permitted by the Business of City Council, in the Council Chambers, 3rd floor, 1 City Hall Place, Pueblo, CO 81003.

SECTION 2.

The City Clerk shall notify the owners or agents of the properties to be assessed, as shown in the report of the Director of Public Works, that such demolitions and removals have been completed, and specify:

(a) The entire cost of the demolition and removal of dangerous structures at 1608 Wabash Avenue will be \$56,272.23 plus notification and filing costs;

(b) The entire cost of the demolition and removal of dangerous structures at 1103 E. 8th Street will be \$36,609.99 plus notification and filing costs;

(c) Any complaints, objections, or protests shall be made IN WRITING by the owners or agents, to the City Council and filed in the office of the City Clerk prior to the time set for hearing as indicated in Section 1 of this Resolution; and

(d) That up on the day and hour for hearing, the City Council will hear and pass upon the report from the Director of Public Works, together with any objections or protests which may be filed by any person interested in or affected by the proposed assessment of costs.

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.

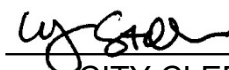
SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED March 13, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

Andrew E. Hayes, P.E.
Director of Public Works



211 East D Street
Pueblo, CO 81003
Phone (719) 553-2295
Fax (719) 553-2294

February 22, 2023

To: Marisa Stoller, City Clerk

Subj: REPORT OF DEMOLITION – 1103 E. 8th Street

In accordance with Section 901 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, this letter is provided to report the completion of demolition work on the property located at 1103 E. 8th Street.

The property's legal description is the western half of Lot 25, all of Lot 26, and the eastern five feet of Lot 27 of Block 2 of the Dr. Owens Heights Subdivision, City of Pueblo, County of Pueblo, State of Colorado. The demolition work was completed in December 2021 and included the following:

- Environmental assessment and sampling
- Removal of existing utilities
- Demolition and abatement of dangerous structure(s)

The total cost incurred by the City in completing the demolition work was \$36,609.99. An itemized summary of the costs is provided in the attached expense itemization form. In accordance with Section 902 of the Code, a public hearing is required and notice of the hearing must be provided at least ten days prior to the scheduled hearing. The owner of the property is Selsa Gutierrez and the mailing address listed is 221 E. 2nd Street, Pueblo, CO 81003-3302.

The property is still under the ownership of the same individual that owned the property at the time of condemnation and demolition. I recommend that the full amount of the costs incurred by the City in completing the demolition work be assessed against the property.

Respectfully,



Andrew E. Hayes, P.E.

Encl (1)

Demolition Program - Project Expense Itemization

Project Title: Demolish Unsafe Structures at 1103 E 8th

The itemized expenses listed below were incurred by the City of Pueblo in executing the demolition project listed above:

Item No.	Description	Amount Paid	Date Paid	Account No.
1	1103 E 8th--All Phase Environmental Consultants-Site Assessment	\$ 2,459.00	11/17/2021	CI1911
2	1103 E. 8th--Pueblo Regional Condemnation Fee	\$ 853.39	9/26/2018	CI1911
3	Cyclone Kleen Up-Abatement & Demolition Payment #1	\$ 17,876.40	2/15/2022	CI1911
	Cyclone Kleen Up-Abatement & Demolition Payment #2	\$ 8,596.65	3/8/2022	CI1911
	Cyclone Kleen Up-Abatement & Demolition Payment #3 & Final	\$ 3,851.95	4/5/2022	CI1911
5	Pueblo Chieftain Ads	\$ 17.42	3/10/2022	10140103-54401
6	Utility demolition for natural gas service to Xcel Energy 1103 E 8th	\$ 2,876.45	8/6/2021	CI1911
7	EZ PAY Fee for Xcel Energy payment	\$ 78.73	8/6/2021	CI1901
Total of Demolition-Related Expenses for this Project:		\$ 36,609.99		

Reg # 2318
PO# 21002819

All-Phase Environmental Consultants, Inc.
721 W. 9th Street
Pueblo, CO 81003

Phone (719) 545-0375

Invoice

DATE	INVOICE #
11/15/2021	21-4630

BILL TO
City Of Pueblo - Dept of Public Works 211 E. "D" Street Pueblo, CO 81003

TERMS	DUE DATE
Net 30	12/15/2021

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
5.3 (L. Greenfield)	Project Manager (L. Greenfield) Inclusive of meetings, emails, site visit, contractor walks (billed by day or 16 hours)	2	500.00	1,000.00
L. Greenfield - PD	Asbestos Project Designer - sample SOW prep	1	650.00	650.00
R. Ralston - AMS	AMS - Air Sampling - clearance of boiler room	1	450.00	450.00
R. Ralston - AMS	AMS - Air Sampling - visual clearance	1	275.00	275.00
AP - PCM Lab Analysis	7 samples	7	12.00	84.00
1103 E 8th Street Pueblo, CO Date of Clearance: 11/1/2021				

Thank You!



PAYMENT NOT RECEIVED BY DUE DATE WILL
ACCRUE INTEREST AT 1.5% EVERY 30 DAYS
WITH A MINIMUM LATE FEE OF \$25.00.

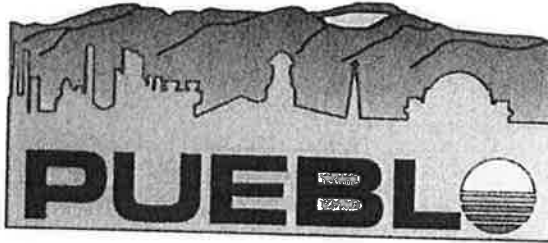
E-mail

accounting@allphaseenvironmental.com

Total \$2,459.00

Payments/Credits \$0.00

Balance Due \$2,459.00



Pueblo Regional Building Department
830 N Main St. Suite 100
Pueblo CO 81003
719-543-0002 fax 719-543-0062

www.prbd.com

Invoice No. 1103E 8th

INVOICE

Customer		Date
Name	Sam Vigil/Aaron Emerson	8/7/2018
Address		Order No.
City		Rep
Phone		FOB
	Zip	

Qty	Description	Unit Price	TOTAL
1	Condemnation Fees for 1103 E. 8th St.		\$0.00
1	Litigation Guarantee & Tax Cert	\$515.00	\$515.00
1	Photo Copy	\$0.75	\$0.75
12	Paper Copy	\$0.25	\$3.00
1	Postage	\$7.14	\$7.14
1	Administrative Fee	\$250.00	\$250.00
1	Record Notice and Order	\$27.50	\$27.50
1	Litigation Guarantee Update	\$50.00	\$50.00

Okay to pay P.O.# 1800 2417
Accl. # _____
Proj. # _____
Auth. By: JH
Date: 9/17/18

Payment Details	
☐ Cash	
☒ Check	
☐ Credit Card	
Name	_____
CC #	_____
Expires	_____

SubTotal	\$853.39
Shipping & Handling	\$0.00
Taxes	\$0.00
TOTAL	\$853.39

Office Use Only

If you have any questions, please call Jeanette

2630

Partial Payment Authorization
CITY OF PUEBLO, COLORADO
 Department Of Public Works

Vendor No 4315

Date: 12/7/2021

Vendor Name: Cyclone Kleen Up
 890 S Cienage Dr
 Pueblo West, CO 81007

P.O. No : 21002521

Partial Payment No	One
Project :	Abate and Demolish 1103 E 8th St And 1608 Wabash Ave
Project No.	21-054
PAY CONTRACTOR	
\$44,524.80	

Partial Payment Summary					
PRIOR PAYMENTS	DATE	ORIGINAL CONTRACT		TOTAL	\$49,472.00
		CO 1	\$68,039.00	LESS 10%	\$4,947.20
			\$6,500.00	SUBTOTAL	\$44,524.80
		CURRENT CONTRACT	\$74,539.00	LESS PRIOR PAYMENTS	\$0.00
		PERCENT COMPLETE	66%	PAY CONTRACTOR	\$44,524.80
Total	\$0.00				

Account Summary									
Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
21-054 Testing	\$68,039.00	\$12,000.00	\$80,039.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,039.00
Advertisement for Bid							\$0.00	\$0.00	
Final Advertisement							\$0.00	\$0.00	
PP No 1				\$49,472.00	\$4,947.20	\$44,524.80	\$49,472.00	\$4,947.20	\$30,567.00
Totals	\$68,039.00	\$12,000.00	\$80,039.00	\$49,472.00	\$4,947.20	\$44,524.80	\$49,472.00	\$4,947.20	\$30,567.00

Approvals	
Assoc. Field Engineer:	01/19/2022
Construction Engineer:	Date 1/19/2022
Director of Housing:	Date 2/7/22
Director of Public Works:	Date 1/19/22

PARTIAL PAYMENT No. ONE

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Kleen Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY PREVIOUS	QUANTITY THIS PERIOD	AMOUNT
BASE BID							
1	Abatement of 1103 E. 8th St	1	LS	\$17,100.00	0.00	1.00	\$17,100.00
2	Demolition of 1103 E 8th St	1	LS	\$9,975.00	0.00	0.00	\$0.00
3	Abatement of 1608 Wabash Ave	1	LS	\$25,872.00	0.00	1.00	\$25,872.00
4	Demolition of 1608 Wabash Ave	1	LS	\$15,092.00	0.00	0.00	\$0.00
EW-1	Transit of Interior Material	1	LS	\$6,500.00	0.00	1.00	\$6,500.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00

PERIOD ENDING : 12/7/2021

TOTAL \$49,472.00

ORIGINAL CONTRACT DAYS: 120

LESS 10% \$4,947.20

ADDED CONTRACT DAYS: 0

ADJUSTED CONTRACT TIME: 120

AMOUNT DUE CONTRACTOR \$44,524.80

CONTRACT DAYS USED: 37

CONTRACT DAYS REMAINING: 83

1103 E 8th

17,100.00 +

3,250.00 +

20,350.00 *

1608 Wabash

25,872.00 +

3,250.00 +

29,122.00 *

LESS
10%

20,350.00 +

29,122.00 +

4,947.20 -

44,524.80 *

20,350.00 +

2,473.60 -

17,876.40 *

ED BY: 12/07/2021

Associate Field Engineer

DATE

TED BY:

Cyclone Kleen Up Rep

DATE

PARTIAL PAYMENT NO. ONE

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Klean Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	PRICE	EXTENSION	QUANTITY THIS PERIOD	QUANTITY LAST PAY	QUANTITY TO DATE	AMOUNT	DOLLARS REMAINING	% COMP
BASE BID - Outlook											
1	1	Abateme nt of 1103 E. 8th St	1	LS	\$17,100.00	1.00	0.00	1.00	\$17,100.00	\$0.00	100%
2	2	Demolitio n of 1103 E 8th St	1	LS	\$9,975.00	0.00	0.00	0.00	\$0.00	\$9,975.00	0%
3	3	Abateme nt of 1608 Wabash Ave	1	LS	\$25,872.00	1.00	0.00	1.00	\$25,872.00	\$0.00	100%
4	4	Demolitio n of 1608 Wabash Ave	1	LS	\$15,092.00	0.00	0.00	0.00	\$0.00	\$15,092.00	0%
5	EW-1	Transit of Interior Material	1	LS	\$6,500.00	1.00	0.00	1.00	\$6,500.00	\$0.00	100%

PERIOD ENDING : 12/07/2021

ORIGINAL CONTRACT AMT \$68,039.00
 CO #1 \$6,500.00

TOTAL \$49,472.00

PRIOR PAYMENTS

NO.	AMOUNT	DATE

LESS 10% \$4,947.20

SUB-TOTAL \$44,524.80

CURRENT
 CONTRACT
 AMOUNT \$74,539.00

LESS PRIOR
 PAYMENTS \$0.00

ACCOUNT NO.:
 CD1911

P.O. NO.
 21002521

COMPLETE 66%

PAY
 CONTRACTOR-----> \$44,524.80

Current Contract Amount	74,539.00
Retainage %	10%
Retainage Total	<u>7,453.90</u>
Current Contract Amount	74,539.00
Prior Payments	
Payment Current	<u>44,524.80</u>
Remaining on PO	<u>30,014.20</u>
Difference	<u><u>(22,560.30)</u></u>

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
12/07/2021	020722/PP#1	PROJ. 21-054 BATE AND DEMO 1103 E 8TH AND 1608 WAB PO #: 21002521 - PW-Engineering GL#:250-14-1400-00-58050-	\$44,524.80

1103 E 8th = 17,876.40
 1608 Wabash = 26,648.40
 \$ 44,524.88

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
4315	CYCLONE, LLC	379839	02/15/2022	\$44,524.80

City of Pueblo, a Municipal Corporation

Department of Finance
 P.O. Box 1427
 Pueblo, CO 81002-1427

Vendor
 Number
 4315

Check
 Date
 02/15/2022

Check
 Number
 379839

\$44,524.80

Pay *Forty-four Thousand Five Hundred Twenty-four Dollars and 80 Cents*

To the
 Order Of
 CYCLONE, LLC
 DBA CYCLONE KLEEN UP
 890 S. CIENAGA DR.
 PUEBLO WEST, CO 81007

FILE COPY
 NON-NEGOTIABLE

Partial Payment Authorization
CITY OF PUEBLO, COLORADO
 Department Of Public Works

Vendor No 4315

Date: 2/25/2022

Vendor Name Cyclone Klean Up
 890 S Cienega Dr
 Pueblo West, CO 81007

P.O. No 21002521

Partial Payment No	Two
Project	Abate and Demolish 1103 E 8th St And 1608 Wabash Ave
Project No	21-054
PAY CONTRACTOR	\$24,810.30

Partial Payment Summary					
PRIOR PAYMENTS	DATE	ORIGINAL CONTRACT		TOTAL	\$77,039.00
\$44,524.80	12/7/2021	CO 1	\$69,039.00	LESS 10%	\$7,703.90
		CO 2	\$2,500.00	SUBTOTAL	\$69,335.10
		CURRENT CONTRACT	\$77,039.00	LESS PRIOR PAYMENTS	\$44,524.80
		PERCENT COMPLETE	100%	PAY CONTRACTOR	\$24,810.30
Total	\$44,524.80				

Account Summary									
Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
21-054	\$69,039.00	\$12,000.00	\$80,039.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,039.00
Testing							\$0.00	\$0.00	
Advertisement for Bid							\$0.00	\$0.00	
Final Advertisement							\$0.00	\$0.00	
PP No 1				\$49,472.00	\$4,947.20	\$44,524.80	\$49,472.00	\$4,947.20	\$30,567.00
PP No 2				\$27,567.00	\$2,756.70	\$24,810.30	\$27,567.00	\$2,756.70	\$3,000.00
Totals	\$69,039.00	\$12,000.00	\$80,039.00	\$77,039.00	\$7,703.90	\$69,335.10	\$77,039.00	\$7,703.90	\$3,000.00

Approvals	
Assoc. Field Engineer:	02/25/2022 Date
Construction Engineer:	<i>[Signature]</i> 2/28/2022 Date
Director of Housing:	<i>[Signature]</i> 2/28/2022 Date
Director of Public Works:	<i>[Signature]</i> 2/28/22 Date

-P&P-2021-

PARTIAL PAYMENT NO. TWO

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Klean Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	PRICE	EXTENSION	QUANTITY THIS PERIOD	QUANTITY LAST PAY	QUANTITY TO DATE	DOLLARS AMOUNT	DOLLARS REMAINING	% COMP
BASE BID - Outlook											
1	1	Abatement of 1103 E 8th St	1	LS	\$17,100.00	0.00	1.00	1.00	\$17,100.00	\$0.00	100%
2	2	Demolition of 1103 E 8th St	1	LS	\$9,975.00	1.00	0.00	1.00	\$9,975.00	\$0.00	100%
3	3	Abatement of 1608 Wabash Ave	1	LS	\$25,872.00	0.00	1.00	1.00	\$25,872.00	\$0.00	100%
4	4	Demolition of 1608 Wabash Ave	1	LS	\$15,092.00	1.00	0.00	1.00	\$15,092.00	\$0.00	100%
5	EW-1	Transit of Interior Material		LS	\$6,500.00	0.00	1.00	1.00	\$6,500.00	\$0.00	100%
6	EW-2	Tree Removal	1	LS	\$2,500.00	1.00	0.00	1.00	\$2,500.00	\$0.00	100%

PERIOD ENDING		ORIGINAL CONTRACT AMT		\$68,039.00	TOTAL		\$77,039.00	
		CO #1		\$6,500.00				
		CO #2		\$2,500.00				
					LESS 10%		\$7,703.90	
					SUB-TOTAL		\$69,335.10	
		CURRENT CONTRACT AMOUNT		\$77,039.00				
					LESS PRIOR PAYMENTS		\$44,524.80	
ACCOUNT NO.		CD1911						
P.O. NO.		21002521		COMPLETE		100%		
						PAY CONTRACTOR----->		\$24,810.00

Page 72 of 599

PARTIAL PAYMENT No. TWO

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Kleen Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY PREVIOUS	QUANTITY THIS PERIOD	AMOUNT
BASE BID							
1	Abatement of 1103 E. 8th St	1	LS	\$17,100.00	1.00	0.00	\$0.00
2	Demolition of 1103 E 8th St	1	LS	\$9,975.00	0.00	1.00	\$9,975.00
3	Abatement of 1608 Wabash Ave	1	LS	\$25,872.00	1.00	0.00	\$0.00
4	Demolition of 1608 Wabash Ave	1	LS	\$15,092.00	0.00	1.00	\$15,092.00
EW-1	Transit of Interior Material	1	LS	\$6,500.00	1.00	0.00	\$0.00
EW-2	Tree Removal	1	LS	\$2,500.00	0.00	1.00	\$2,500.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00

• 1/2
1256.7

2/28/2022

TOTAL \$27,567.00

LESS 10% \$2,756.70

AMOUNT DUE CONTRACTOR \$24,810.30

1308
E 8th

9,975.00 +
9,975.00 *

120
0
120
120
0

02/25/2022

Associate Field Engineer

DATE

1608
Wabash

15,092.00 +
2,500.00 +
17,592.00 *

Cyclone Kleen Up Rep.

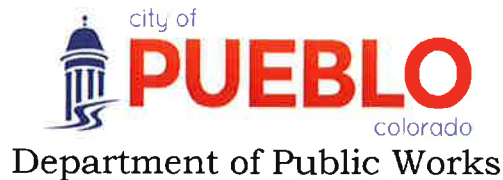
DATE

9,975.00 +
1,378.35 -
8,596.65 *
24,810.30 *

0.00 *

Current Contract Amount	77,039.00
Retainage %	10%
Retainage Total	<u>7,703.90</u>
Current Contract Amount	77,039.00
Prior Payments	44,524.80
Payment Current	<u>24,810.30</u>
Remaining on PO	<u>7,703.90</u>
Difference	<u><u>0.00</u></u>

Andrew E. Hayes, P.E.
Director of Public Works



211 East D Street
Pueblo, CO 81003
Phone (719) 553-2295
Fax (719) 553-2294

February 22, 2023

To: Marisa Stoller, City Clerk

Subj: REPORT OF DEMOLITION – 1608 Wabash Ave.

In accordance with Section 901 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, this letter is provided to report the completion of demolition work on the property located at 1608 Wabash Ave.

The property's legal description is the southern half of Lot 4 and all of Lot 5 of Block 14 of the Lake Avenue Addition Subdivision, City of Pueblo, County of Pueblo, State of Colorado. The demolition work was completed in February 2022 and included the following:

- Environmental assessment and sampling
- Removal of existing utilities
- Demolition and abatement of dangerous structure(s)

The total cost incurred by the City in completing the demolition work was \$56,272.23. An itemized summary of the costs is provided in the attached expense itemization form. In accordance with Section 902 of the Code, a public hearing is required and notice of the hearing must be provided at least ten days prior to the scheduled hearing. The owner of the property is Norman Dover and the mailing address listed is 734 Palmer Ave., Pueblo, CO 81004-1751.

The property is still under the ownership of the same individual that owned the property at the time of condemnation and demolition. I recommend that the full amount of the costs incurred by the City in completing the demolition work be assessed against the property.

Respectfully,

A handwritten signature in black ink, appearing to read 'AEH', is written over a horizontal line.

Andrew E. Hayes, P.E.

Encl (1)

Demolition Program - Project Expense Itemization

Project Title: Demolish Unsafe Structures at 1608 Wabash

The itemized expenses listed below were incurred by the City of Pueblo in executing the demolition project listed above:

Item No.	Description	Amount Paid	Date Paid	Account No.
1	1608 Wabash--All Phase Environmental Consultants-Site Assessment	\$ 4,337.00	12/13/2021	CI1911
2	1608 Wabash--Pueblo Regional Condemnation Fee	\$ 844.89	10/12/2018	CI1911
3	Cyclone Klean Up-Abatement & Demolition	\$ 26,648.40	2/15/2022	CI1911
	Cyclone Klean Up-Abatement & Demolition Payment #2	\$ 16,213.65	3/8/2022	CI1911
	Cyclone Klean Up-Abatement & Demolition Payment #3 & Final	\$ 3,851.95	4/5/2022	CI1911
5	Pueblo Chieftain Ads for Demolition	\$ 17.42	3/10/2022	10140103-55401
6	Xcel Energy Utility demolition for natural gas service	\$ 4,280.19	8/6/2021	CI1911
7	EZ PAY Fee for Xcel Energy payment	\$ 78.73	8/6/2021	CI1901
Total of Demolition-Related Expenses for this Project:		\$ 56,272.23		

All-Phase Environmental Consultants, Inc.
721 W. 9th Street
Pueblo, CO 81003

Phone (719) 545-0375

Invoice

DATE	INVOICE #
12/13/2021	21-4685

BILL TO
City Of Pueblo - Dept of Public Works 211 E. "D" Street Pueblo, CO 81003

TERMS	DUE DATE
Net 30	1/12/2022

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
L. Greenfield	CABI - Inspector	12	55.00	660.00
L. Greenfield - PD	Asbestos Project Designer	1	750.00	750.00
L. Greenfield - PM	Project Management and Oversight (1 day)	1	500.00	500.00
AP - PCM Lab Analysis	PCM Samples	21	12.00	252.00
L. Greenfield	Air Monitoring Specialist - 3 Containment Clearances	3	450.00	1,350.00
L. Greenfield	Air Monitoring Specialist - 3 visual Clearances	3	275.00	825.00
	1608 Wabash Pueblo, CO			
<i>Direct Dm</i>  12/13/21				

Thank You!

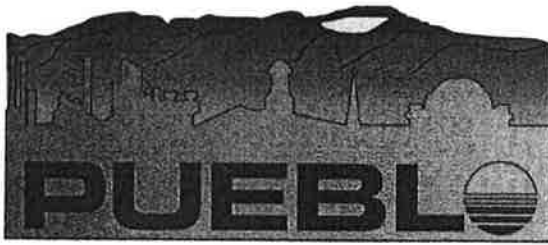


PAYMENT NOT RECEIVED BY DUE DATE WILL
ACCUE INTEREST AT 1.5% EVERY 30 DAYS
WITH A MINIMUM LATE FEE OF \$25.00.

E-mail
accounting@allphaseenvironmental.com

Total	\$4,337.00
Payments/Credits	\$0.00
Balance Due	\$4,337.00

V1245



Pueblo Regional Building Department
830 N Main St. Suite 100
Pueblo CO 81003
719-543-0002 fax 719-543-0062

www.prbd.com

Invoice No. 1608 Wabash

INVOICE

Customer	
Name	Aaron Emerson/Sam Vigil
Address	
City	
Phone	Zip

Date	7/26/2018
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	Condemnation Fees for 1608 Wabash		\$0.00
1	Litigation Guarantee & Tax Cert	\$505.00	\$505.00
1	Photo Copy	\$0.75	\$0.75
18	Paper Copy	\$0.25	\$4.50
1	Postage	\$7.14	\$7.14
1	Administrative Fee	\$250.00	\$250.00
1	Record Notice and Order	\$27.50	\$27.50
1	Litigation Guarantee Update	\$50.00	\$50.00

Okay to pay P.O.# 18002600

Acct. #

Proj. #

Auth. By:

Date:

SubTotal \$844.89

Shipping & Handling \$0.00

Taxes \$0.00

TOTAL \$844.89

Payment Details	
☐ Cash	
☒ Check	
☐ Credit Card	
Name	
CC #	
Expires	

Office Use Only

If you have any questions, please call Jeanette

2338

Partial Payment Authorization
CITY OF PUEBLO, COLORADO
 Department Of Public Works

Vendor No. 4315

Date: 12/7/2021

Vendor Name: Cyclone Klean Up
 890 S Cienage Dr
 Pueblo West, CO 81007

P.O. No.: 21002521

Partial Payment No.	One
Project :	Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
Project No.	21-054
PAY CONTRACTOR	\$44,524.80

Partial Payment Summary					
PRIOR PAYMENTS	DATE	ORIGINAL CONTRACT		TOTAL	
		CO 1	\$68,039 00	LESS 10%	\$4,947 20
			\$6,500 00	SUBTOTAL	\$44,524.80
		CURRENT CONTRACT	\$74,539 00	LESS PRIOR PAYMENTS	\$0 00
		PERCENT COMPLETE	66%	PAY CONTRACTOR	\$44,524.80
Total	\$0.00				

Account Summary									
Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
21-054	\$68,039 00	\$12,000.00	\$80,039 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$80,039 00
Testing							\$0 00	\$0 00	
Advertisement for Bid							\$0 00	\$0 00	
Final Advertisement							\$0 00	\$0 00	
PP No. 1				\$49,472 00	\$4,947 20	\$44,524 80	\$49,472 00	\$4,947 20	\$30,567 00
Totals	\$68,039 00	\$12,000.00	\$80,039 00	\$49,472 00	\$4,947 20	\$44,524 80	\$49,472 00	\$4,947 20	\$30,567 00

Approvals	
Assoc. Field Engineer: _____	01/19/2022
Construction Engineer: _____	Date 1/19/2022
Director of Housing: _____	Date 2/7/22
Director of Public Works: _____	Date 1/19/22

PARTIAL PAYMENT No. ONE

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Klean Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY PREVIOUS	QUANTITY THIS PERIOD	AMOUNT
BASE BID							
1	Abatement of 1103 E. 8th St	1	LS	\$17,100.00	0.00	1.00	\$17,100.00
2	Demolition of 1103 E 8th St	1	LS	\$9,975.00	0.00	0.00	\$0.00
3	Abatement of 1608 Wabash Ave	1	LS	\$25,872.00	0.00	1.00	\$25,872.00
4	Demolition of 1608 Wabash Ave	1	LS	\$15,092.00	0.00	0.00	\$0.00
EW-1	Transit of Interior Material	1	LS	\$6,500.00	0.00	1.00	\$6,500.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00

PERIOD ENDING :	12/7/2021	TOTAL	\$49,472.00
ORIGINAL CONTRACT DAYS:	120	LESS 10%	\$4,947.20
ADDED CONTRACT DAYS:	0		
ADJUSTED CONTRACT TIME:	120	AMOUNT DUE CONTRACTOR	\$44,524.80
CONTRACT DAYS USED:	37		
CONTRACT DAYS REMAINING:	83		

FIELD MEASURED BY: LS 12/07/2021
Associate Field Engineer DATE

ACCEPTED BY: RS
Cyclone Klean Up Rep DATE

PARTIAL PAYMENT NO. ONE

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Klean Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	PRICE	EXTENSION	QUANTITY THIS PERIOD	QUANTITY LAST PAY	QUANTITY TO DATE	AMOUNT	DOLLARS REMAINING	% COMP
BASE BID - Outlook											
1	1	Abateme nt of 1103 E 8th St	1	LS	\$17,100.00	1.00	0.00	1.00	\$17,100.00	\$0.00	100%
2	2	Demolitio n of 1103 E 8th St	1	LS	\$9,975.00	0.00	0.00	0.00	\$0.00	\$9,975.00	0%
3	3	Abateme nt of 1608 Wabash Ave	1	LS	\$25,872.00	1.00	0.00	1.00	\$25,872.00	\$0.00	100%
4	4	Demolitio n of 1608 Wabash Ave	1	LS	\$15,092.00	0.00	0.00	0.00	\$0.00	\$15,092.00	0%
5	EW-1	Transit of Interior Material	1	LS	\$6,500.00	1.00	0.00	1.00	\$6,500.00	\$0.00	100%

1/2
31-50-

1103 E
8th

17,100.00 +
3,250.00 +
20,350.00 *

1608
Wabash

25,872.00 +
3,250.00 +
29,122.00 *

20,350.00 +
29,122.00 +
4,947.20 -
44,524.80 *

ORIGINAL CONTRACT AMT.	\$68,039.00	TOTAL	\$49,472.00
CO #1	\$6,500.00	LESS 10%	\$4,947.20
		SUB-TOTAL	\$44,524.80
CURRENT CONTRACT AMOUNT	\$74,539.00	LESS PRIOR PAYMENTS	\$0.00
COMPLETE	66%	PAY CONTRACTOR----->	\$44,524.80

less
10%

29,122.00 +
2,473.60 -
26,648.40 *

Current Contract Amount	74,539.00
Retainage %	10%
Retainage Total	<u>7,453.90</u>
Current Contract Amount	74,539.00
Prior Payments	
Payment Current	<u>44,524.80</u>
Remaining on PO	<u>30,014.20</u>
Difference	<u><u>(22,560.30)</u></u>

Partial Payment Authorization
CITY OF PUEBLO, COLORADO
 Department Of Public Works

Vendor No 4315

Date: 2/25/2022

Vendor Name Cyclone Klean Up
 890 S Cienega Dr
 Pueblo West, CO 81007

P.O. No: 21002521

Partial Payment No	Two
Project:	Abate and Demolish 1103 E 8th St And 1608 Wabash Ave
Project No	21-064
PAY CONTRACTOR	\$24,810.30

Partial Payment Summary					
PRIOR PAYMENTS	DATE	ORIGINAL CONTRACT		TOTAL	\$77,039.00
\$44,524.80	12/7/2021	CO 1	\$69,039.00	LESS 10%	\$7,703.90
		CO 2	\$2,500.00	SUBTOTAL	\$69,335.10
		CURRENT CONTRACT	\$77,039.00	LESS PRIOR PAYMENTS	\$44,524.80
		PERCENT COMPLETE	100%	PAY CONTRACTOR	\$24,810.30
Total	\$44,524.80				

Account Summary									
Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
21-054	\$68,039.00	\$12,000.00	\$80,039.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,039.00
Testing							\$0.00	\$0.00	\$0.00
Advertisement for Bid							\$0.00	\$0.00	\$0.00
Final Advertisement							\$0.00	\$0.00	\$0.00
PP No 1				\$49,472.00	\$4,947.20	\$44,524.80	\$49,472.00	\$4,947.20	\$30,567.00
PP No 2				\$27,567.00	\$2,756.70	\$24,810.30	\$27,567.00	\$2,756.70	\$3,000.00
Totals	\$68,039.00	\$12,000.00	\$80,039.00	\$77,039.00	\$7,703.90	\$69,335.10	\$77,039.00	\$7,703.90	\$3,000.00

Approvals	
Assoc. Field Engineer	02/25/2022
Construction Engineer	2/28/2022
Director of Housing	2/28/2022
Director of Public Works	2/28/22

Page 3094

PARTIAL PAYMENT NO. TWO

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Klean Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	PRICE	EXTENSION	QUANTITY THIS PERIOD	QUANTITY LAST PAY	QUANTITY TO DATE	AMOUNT	DOLLARS REMAINING	% COMP
BASE BID - Outlook											
1	1	Abatement of 1103 E 8th St	1	LS	\$17,100 00	0.00	1.00	1.00	\$17,100 00 ✓	\$0.00	100%
2	2	Demolition of 1103 E 8th St	1	LS	\$9,975 00	1.00	0.00	1.00	\$9,975 00 ✓	\$0.00	100%
3	3	Abatement of 1608 Wabash Ave	1	LS	\$25,872 00	0.00	1.00	1.00	\$25,872 00 ✓	\$0.00	100%
4	4	Demolition of 1608 Wabash Ave	1	LS	\$15,092 00	1.00	0.00	1.00	\$15,092.00	\$0.00	100%
5	EW-1	Transit of Interior Material	1	LS	\$6,500 00	0.00	1.00	1.00	\$6,500.00 ✓	\$0.00	100%
6	EW-2	Tree Removal	1	LS	\$2,500.00	1.00	0.00	1.00	\$2,500 00	\$0.00	100%

PERIOD ENDING		ORIGINAL CONTRACT AMT	\$68,039 00	TOTAL	\$77,039 00
		CO #1	\$6,500 00		
		CO #2	\$2,500 00	LESS 10%	\$7,703 90
				SUB-TOTAL	\$69,335 10
		CURRENT CONTRACT AMOUNT	\$77,039 00	LESS PRIOR PAYMENTS	\$44,524 90
				PAY CONTRACTOR----->	\$24,510 30
		COMPLETE	100%		

PRIOR PAYMENTS		
NO	AMOUNT	DATE
1	\$44,524 90	12/01/21

ACCOUNT NO.
CD1911

P.O. NO.
21002521

PARTIAL PAYMENT No. TWO

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Kleen Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY PREVIOUS	QUANTITY THIS PERIOD	AMOUNT
BASE BID							
1	Abatement of 1103 E. 8th St	1	LS	\$17,100.00	1.00	0.00	\$0.00
2	Demolition of 1103 E 8th St	1	LS	\$9,975.00	0.00	1.00	\$9,975.00
3	Abatement of 1608 Wabash Ave	1	LS	\$25,872.00	1.00	0.00	\$0.00
4	Demolition of 1608 Wabash Ave	1	LS	\$15,092.00	0.00	1.00	\$15,092.00
EW-1	Transit of Interior Material	1	LS	\$6,500.00	1.00	0.00	\$0.00
EW-2	Tree Removal	1	LS	\$2,500.00	0.00	1.00	\$2,500.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00

PERIOD ENDING : 2/28/2022

TOTAL	\$27,567.00
ORIGINAL CONTRACT DAYS:	120
ADDED CONTRACT DAYS:	0
ADJUSTED CONTRACT TIME:	120
CONTRACT DAYS USED:	120
CONTRACT DAYS REMAINING:	0

LESS 10% \$2,756.70

AMOUNT DUE CONTRACTOR \$24,810.30

D BY: _____ 02/25/2022
 Associate Field Engineer DATE

ED BY: _____ 3/1/2022
 Cyclone Kleen Up Rep DATE

1103 E 8th

9,975.00 +
 9,975.00 *

1608 Wabash

15,092.00 +
 2,500.00 +
 17,592.00 *

17,592.00 +
 1,378.35 -
 16,213.65 *
 9,975.00 +
 17,592.00 +
 2,756.70 -
 24,810.30 *

Current Contract Amount	77,039.00
Retainage %	10%
Retainage Total	<u>7,703.90</u>
Current Contract Amount	77,039.00
Prior Payments	44,524.80
Payment Current	<u>24,810.30</u>
Remaining on PO	<u>7,703.90</u>
Difference	<u><u>0.00</u></u>

Partial Payment Authorization **CITY OF PUEBLO, COLORADO** Department of Public Works

Vendor No 4315

Date: 2/28/2022

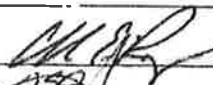
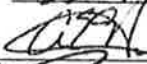
Vendor Name: Cyclone Klean Up
 890 S Cienega Dr
 Pueblo West, CO 81007

P O No: 21002521

Partial Payment No	Three and Final	Finance: Please advise for last payment	
Project	Abate and Demolish 1103 E 8th St And 1808 Wabash Ave		
Project No.	21-054	PAY CONTRACTOR	\$7,703.90

Partial Payment Summary					
PRIOR PAYMENTS	DATE	ORIGINAL		TOTAL	\$77,039 00
PP1 \$44,524 80	12/17/2021	CONTRACT \$68,039 00		LESS 10%	\$0 00
PP2 \$24,810 30	2/25/2022	CO 1 \$8,500 00		SUBTOTAL	\$77,039 00
		CO 2 \$2,500 00			
		CURRENT CONTRACT \$77,039 00	LESS PRIOR PAYMENTS		\$69,335 10
		PERCENT COMPLETE 100%	PAY CONTRACTOR		\$7,703 90
Total					\$69,335 10

Account Summary									
Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
21-054	\$68,039 00	\$12,000 00	\$80,039 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$80,039 00
Testing							\$0 00	\$0 00	\$0 00
Advertisement for Bid							\$0 00	\$0 00	\$0 00
Final Advertisement							\$0 00	\$0 00	\$0 00
PP No. 1				\$49,472 00	\$4,947 20	\$44,524 80	\$49,472 00	\$4,947 20	\$30,567 00
PP No. 2				\$27,567 00	\$2,756 70	\$24,810 30	\$27,567 00	\$2,756 70	\$3,000 00
Final Pmt				\$0 00	\$0 00	\$7,703 90	\$0 00	\$0 00	\$3,000 00
Totals	\$68,039 00	\$12,000 00	\$80,039 00	\$77,039 00	\$7,703 90	\$77,039 00	\$77,039 00	\$7,703 90	\$3,000 00

Approvals	
Assoc. Field Engineer: _____	02/25/2022 Date
Construction Engineer: 	2/28/2022 Date
Director of Housing 	2/28/22 Date
Public Works 	2/28/2022 Date
Director of Public Works 	2/28/2022 Date
Housing and Citizen Services	

**LEGAL NOTICE
NOTICE OF FINAL SETTLEMENT**

The City of Pueblo, Colorado will make final settlement with Cyclone Kleen Up on March 30, 2022, for work performed on Project known as Proj 21-054 Abate and Demolish 1103 E 8th St and 1608 Wabash Ave. Verified statement of claims for labor, materials or supplies furnished on the project may be filed with the Chief of Staff on or before the time of final settlement.

Dated: February 28, 2022
1st Publication: March 10, 2022
2nd Publication: March 20, 2022
PO 21002521

By 
Laura Solano, MBA
Chief of Staff
1 City Hall Place
Pueblo, CO 81003
Attn: Finance Department

0.00 *
7,703.90 ÷
2. =
3,851.95 *

Michael Trice

From: Charles Roy
Sent: Thursday, March 31, 2022 8:33 AM
To: Michael Trice
Subject: RE: Cyclone Kleen Up Final Claims

No claims received.

Charles E. Roy, P.E.

ENGINEERING MANAGER | PUBLIC WORKS
CITY OF PUEBLO, COLORADO
719.553.2271 OFFICE | 719.568.1381 CELL
CRY@PUEBLO.US | WWW.PUBWORKS@PUEBLO.US



From: Michael Trice <MTRice@pueblo.us>
Sent: Thursday, March 31, 2022 8:29 AM
To: Charles Roy <CRoy@pueblo.us>
Cc: Andrew Hayes <AHayes@pueblo.us>; Bryan Gallagher <bgallagher@pueblo.us>; Geraldine Roque <GRoque@pueblo.us>; Lynn Miller <lmiller@pueblo.us>; Maria Mondragon <mariamondragon@pueblo.us>; Nancy Baker <NBaker@pueblo.us>; vendorinfo <vendorinfo@pueblo.us>; Michael Trice <MTRice@pueblo.us>
Subject: Cyclone Kleen Up Final Claims

Per the publication related to PO 21002521, Abate and Demolish 1103 E 8th St and 1608 Wabash Ave, Proj 21-054, claims for Cyclone Clean Up. had to be received by March 30, 2022.

Please advise if any claims have been received before final payment is submitted for processing.

Total Contract Amount \$ 77,039.00
Total Prior Payments \$ 69,335.10
Final Payment Amount \$ 7,703.90

Thank you,

Mike Trice

Accounts Payable/Acctg Tech III

City of Pueblo Colorado

Finance Department
One City Hall Place
Pueblo, CO 81003
Main (719)553-2648
Fax (719)553-2617
mtrice@pueblo.us

Order Confirmation

Ad Order Number

0000266599

Customer

DEPT OF FINANCE PUEBLO-LGL

Payor Customer

DEPT OF FINANCE PUEBLO-LGL

PO Number

21002521

Sales Rep.

mvujcich

Customer Account

811010

Payor Account

811010

Ordered By

Order Taker

msweeney

Customer Address

PO BOX 1427
PUEBLO CO 810021427 USA

Payor Address

PO BOX 1427
PUEBLO CO 810021427 USA

Customer Fax

Order Source

Customer Phone
7195532648

Payor Phone
7195532648

Customer EMail
mtrice@pueblo.us

Special Pricing

Tear Sheets

0

Proofs

0

Affidavits

1

Blind Box

Promo Type

Materials

Invoice Text

CYCLONE KLEEN UP

Ad Order Notes

Net Amount
\$34.83

Tax Amount
\$0.00

Total Amount
\$34.83

Payment Method
Invoice

Payment Amount
\$0.00

Amount Due
\$34.83

= 1/2

Ad Number

0000266599-01

Ad Type

CLS Legal Display

Production Method

External In House

Production Notes

External Ad Number

Ad Attributes

Ad Released
No

Pick Up

\$17.42

Ad Size

2 X 1.50"

Color

Run Date	Product	Placement	Rate	Sched Cst	Disc/Prem	Color	Pickup	Tax	Subtotal
03/10/2022	The Pueblo Chieftain	Class Legals	\$6.72 per Inch	\$20.16	\$0.00	\$0.00	\$0.00	\$0.00	\$20.16
03/20/2022	The Pueblo Chieftain	Class Legals	\$4.89 per Inch	\$14.67	\$0.00	\$0.00	\$0.00	\$0.00	\$14.67

LEGAL NOTICE
NOTICE OF FINAL SETTLEMENT

The City of San Jose, California, hereby gives final settlement with Elysian Kitchen Vapors, LLC, 70077, Los Leones Properties known as Parcel 2-234, Niles and Kamuela Streets, San Jose, CA, 95128, 1600 W. York Ave., Volatile substances of class I or II (tobacco, cannabis or supplies) intended for the project may be filed with the Clerk of Court on or before the time of final settlement.

Dated February 28, 2022
at Public Notice No. 2022
2nd Publication M-July 2022
PG 21002343

To: Elysian Kitchen
c/o Richard MHA
Clerk of Staff
1470 Hill Place
Foster, CA 95101
Attn: Finance Department

THE PUEBLO CHIEFTAIN

County of Pueblo

PUBLISHED: March 10, 2022, March 20, 2022

Travis Jacobs
Legal Clerk

Amy Kottel
Notary Public
6/30/2025
My commission expires

Order Number: 0000266599

Account Number: 811010



PUBLIC SERVICE COMPANY OF COLORADO

MAILING ADDRESS		ACCOUNT NUMBER	
CITY OF PUEBLO COPD 211 E D ST PUEBLO CO 81003-3488		53-0012663440-1	
		STATEMENT NUMBER	STATEMENT DATE
		741722384	07/28/2021

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: CustomerService@xcelenergy.com
 Please Call: 1-800-481-4700
 Hearing Impaired: 1-800-895-4949
 Fax: 1-800-311-0050
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

SUMMARY OF CURRENT CHARGES (Detailed charges begin on page 2)

Non-Recurring Charges / Credits	\$7,156.64
Current Charges	\$7,156.64

ACCOUNT BALANCE (Balance de su cuenta)

Previous Balance	\$9,101.29
Payment Received	- \$1,543.95 CR
	- \$7,557.34 CR
Balance Forward	\$0.00
Current Charges	\$7,156.64
Amount Due (Cantidad a pagar)	\$7,156.64

INFORMATION ABOUT YOUR BILL

Thank you for your payment.



CSA
8/9/21

PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

AV 01 037098 99120B124 C**5DGT



CITY OF PUEBLO COPD
211 E D ST
PUEBLO CO 81003-3488

ACCOUNT NUMBER	DUE DATE	ACCOUNT BOX	AMOUNT ENCLOSED
53-0012663440-1	Pay Now		



XCEL ENERGY
P.O. BOX 9477
MPLS MN 55484-9477

32 53082721 00126634401 0000071566400000715664



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
CITY OF PUEBLO COPD 211 E D ST PUEBLO CO 81003-3488	53-0012663440-1	Pay Now
	STATEMENT NUMBER	STATEMENT DATE
	741722384	07/28/2021
		AMOUNT DUE
		\$7,156.64

NON-RECURRING CHARGES / CREDITS DETAILS

DESCRIPTION	CHARGE
Invoice Number 454139538 07/28/21 to 07/28/21 Remove Facilities	12561849 1608 WABASH AVE UNIT DEMO 12561849 1036960 PUEBLO CO 81004-3339 \$4,280.19
Invoice Number 454139542 07/28/21 to 07/28/21 Remove Facilities	12563610 1103 E 8TH ST UNIT DEMO 12563610 1036817 PUEBLO CO 81001-3538 \$2,876.45
Total	\$7,156.64

ADVANCED PAYMENT IS REQUIRED. PLEASE PAY UPON RECEIPT.
CONTRACT#2149498 SN#12561849, 2149506 SN#12563610. FOR
QUESTIONS PLEASE CALL TODD
NEWITT AT 719-549-3633 REGARDING THIS INVOICE. COMMENTS TO
CUSTOMER: CITY OF PUEBLO REQUESTS GAS SERVICE BE CUT OFF AT
THE MAIN PRIOR TO BUILDING DEMO. TOTAL COST = \$4,280.19. NO
CA AVAILABLE. COST TO CUSTOMER = \$4,280.19. CITY REQUESTS
GAS SERVICE TO BE CUT OFF AT TAP. TOTAL COST = \$2,876.45. NO
CA AVAILABLE. COST TO CUSTOMER = \$2,876.45. PRICE ON INVOICE
VALID FOR 60 DAYS OF STATEMENT DATE.



TOGETHER WE POWER STABILITY.

Energy Outreach Colorado is a nonprofit partnering with Xcel Energy to provide energy bill payment assistance and energy-efficiency upgrades for affordable housing and nonprofit facilities. We need your help today!



**ENERGY
OUTREACH
COLORADO**

There are two ways to contribute:

1. Visit the Energy Outreach Colorado website at www.energyoutreach.org to make a one-time donation.
2. **CHECK THE RED BOX** on the front-left side of this payment stub AND select a tax-deductible contribution below.

MONTHLY DONATION:

\$20 _____ \$10 _____ \$5 _____ Other _____

KUBRAEZ-PAY



Your payment was successful

Your payment of \$7,314.09 has been processed

A payment receipt has been emailed to mibavola@people.us.

Successful Payments

Payee	Account No	Status	Confirmation #	Amount
Xcel Energy	5300126634401		058918	\$7,314.09
Total Payment				\$7,314.09

1103 E. 8 ST. = \$2,876.45

1608 Wabash Ave = \$4,280.19

Invoice Total = \$7,154.64

EZ-PAY Fee = \$157.45 - Paid = 29318

Total Payment = \$7,314.09

 $\frac{1}{2} =$

78.73



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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 RATIFYING PACOG'S JOINT APPOINTMENT OF
ERIC DUNTON TO THE PUEBLO REGIONAL BUILDING'S
MECHANICAL BOARD OF APPEALS AS A CONTRACTOR

SUMMARY:

This resolution ratifies the joint City-County appointment of a contractor to the Regional Building Commission's Mechanical Board of Appeals to complete a three-year term.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Pueblo Regional Building Commission are made on an annual basis selecting individuals to serve three-year terms expiring on July 1st of each year. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is one vacancy for a contractor on the Pueblo Regional Building Mechanical Board of Appeals due to the term expiration of John Krall. Following the PACOG meeting on February 23, 2023, the BOCC and City Council members reviewed the applications and appointed Mr. Dunton.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. Mech BOA - Dunton

RESOLUTION NO. 15170

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF ERIC DUNTON TO THE PUEBLO REGIONAL BUILDING'S
MECHANICAL BOARD OF APPEALS AS A CONTRACTOR

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his ratification of Eric Dunton to the Pueblo Regional Building's Mechanical Board of Appeals to complete a three-year term expiring July 1, 2024; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Eric Dunton is hereby appointed to the Pueblo Regional Building's Mechanical Board of Appeals to complete a three-year term expiring July 1, 2024.

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.

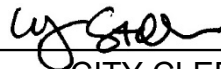
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED March 13, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

city of
PUEBLO
colorado
Application for Appointment



BOARD OR COMMISSION Mechanical Board of Appeals
DATE 1-4-23 DEADLINE TO SUBMIT: _____

Please type or clearly print the following information.

NAME: Eric Dunton
HOME ADDRESS: 407 S. Boros Pueblo West, Co 81007
OFFICE ADDRESS: 314 Lamkin Pueblo, Co 81003
DAYTIME PHONE: (719) 240-7454
E-MAIL ADDRESS: rhaeric@gwestoffice.net
ARE YOU CURRENTLY EMPLOYED WITH THE CITY OF PUEBLO? No
OCCUPATION (or if RETIRED, your previous occupation):
mechanical contractor

Please type or clearly print the following questions.
Feel free to use additional paper, but limit responses to one page per question.

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

I installed HVAC systems for 10 years. Now, for the past 15 years, I have worked in the office, preparing bids and manual J duct designs.

I hold the mechanical licenses for R&R Heating and AC in Pueblo and Colorado Springs.

I have also prepared Energy Star certification paperwork and done duct blast tests for several houses.

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

I feel that since I have worked in this field for many years, I have knowledge and experience that I can contribute to the board.

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

I would like to make sure that all mechanical
Contractors know, understand and follow all the
Codes.

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

I feel that I have a good relationship with the
Inspectors and other members of the board.
I have reviewed the schedule and expect to be able
to attend all meetings.

5. List any other Civil or Community Commissions or Boards that you currently serve on.

N/A

MAIL OR SUBMIT TO:
Office of City Clerk
One City Hall Place
Pueblo, CO 81003



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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 RATIFYING PACOG'S JOINT APPOINTMENT OF
ROBERT BARR TO THE FOUNTAIN CREEK WATERSHED FLOOD
CONTROL & GREENWAY DISTRICT GOVERNING BOARD

SUMMARY:

This resolution ratifies the joint City-County appointment of member to the Fountain Creek Watershed Flood Control & Greenway District Governing Board to complete a two-year term.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Fountain Creek Watershed Flood Control & Greenway District Governing Board are made on an annual basis. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is one vacancy on the Fountain Creek Watershed Flood Control & Greenway District Governing Board due to the resignation of Jeff Chostner. Following the PACOG meeting on February 23, 2023, the BOCC and City Council members reviewed the applications and appointed Mr. Barr.

FINANCIAL IMPLICATIONS:

This a volunteer committee and members serve without compensation from the City.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, and request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. Fountain Creek - Barr

RESOLUTION NO. 15171

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF ROBERT BARR TO THE FOUNTAIN CREEK WATERSHED
FLOOD CONTROL & GREENWAY DISTRICT GOVERNING
BOARD

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his ratification of Robert Barr to the Fountain Creek Watershed Flood Control & Greenway District Governing Board to complete a two-year term expiring January 31, 2024; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Robert Barr is hereby appointed to the Fountain Creek Watershed Flood Control & Greenway District Governing Board to complete a two-year term expiring January 31, 2024.

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 March 13, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: BOARDS & COMMISSIONS Application
Date: Monday, January 30, 2023 10:17:05 AM

External email. Please use caution.

BOARDS & COMMISSIONS Application

BOARDS & COMMISSIONS Application for Appointment

(Section Break)

DATE	1/30/2023
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BOARD OR COMMISSION	Fountain Creek Flood Control & Greenway Dist.
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Contact Information

FIRST NAME	Robert
------------	--------

LAST NAME	Barr
-----------	------

HOME ADDRESS	2023 Overton Rd
--------------	-----------------

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

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

ZIP	81008
-----	-------

OFFICE ADDRESS	2023 Overton Rd
----------------	-----------------

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

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

ZIP	81008
-----	-------

DAYTIME PHONE	719-250-1355
---------------	--------------

E-MAIL ADDRESS	bandb2277@gmail.com
----------------	---------------------

ARE YOU CURRENTLY EMPLOYED WITH	NO
---------------------------------------	----

THE CITY OF
PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

NO

OCCUPATION (or if
RETIRED, your
previous occupation)

Farmer/rancher; veterinarian, retired

Questionnaire

Please complete the following general information.

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

I have been farming along the Fountain River for 46 years. I, along with my son, Justin Barr, have raised alfalfa, silage and corn and wheat with an 1861 water right we have, as well as buying water through AGRA. I believe my experiences will bring the true farmer, a Fountain Creek water rights owner since 1996 (leased land prior to ownership) to the board. I have witnessed and been involved first hand with the ebb and flow of the Fountain River. How it keeps changing, how it affects everyone along the Fountain River south of Colorado Springs, how it was affected by the growth of Colorado Springs, how it has been subject to Corp of Engineers, and EPA guidelines. I have worked with the gas company, utility companies; (2 major gas lines go thru our place and under river), telecommunication lines, FSA & NRCS (invasive species mitigation along the Fountain River to conserve water, russian olive/tamarck), CE on farm to protect the land, conserve open spaces and continued stewardship of the land. Served on several professional boards, 4-H leader and board member in various areas. I have worked directly with the Colorado Division Water Resources.

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

I want to bring first hand knowledge, with several years of personal experience of dealing with the Fountain River, witnessing the direct impact to my business as well as personal life. I have an extensive understanding of the river itself and its history; I have seen the small trickle the Fountain River was in the 1970s running thru our place, the drought years that forced shut down of early priority water numerous times, contamination calls from the city of Colorado Springs, sewage smell, devastating floods that carried mature cottonwoods and tore out Pinon Bridge and Overton Rd in two places. I would very much like to learn from the Board and its members all of their combined knowledge and understanding of the hard work they have done over the years. I would like the privilege of serving with the Board to help preserve the Fountain River and its environment

3. What Goals would
you like to see this

I would like the Board to understand the all encompassing effect of the return flows of water from the Fountain Creek Watershed

Board or Commission accomplish?	back to the Arkansas. A goal to understand the impact and consequences of all involved along the Fountain River. All parties need to understand the complexity of the issues and work together to create a plan to preserve the foundations of the Fountain River and protect its future. Both Mother Nature and human impact have changed and altered the river over the years. We all need to be accountable, Colorado Springs and Pueblo to address the issues we have created to some extent to protect all those who live along the Fountain River
4. List any other items that might be useful in consideration for your appointment to this Board or Commission.	I believe I have the knowledge, the ability to see all sides and can bring a first hand experience of over 50 years of dealing with the Fountain River, and working with several companies, interest groups, individuals on the local and state level. I am experienced at negotiations, compromise and solution discussion.
(Section Break)	
Upload résumé, references and/or other pertinent information	<i>Field not completed.</i>

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



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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 RATIFYING PACOG'S JOINT APPOINTMENT OF
RIYA SINGH TO THE PUEBLO HUMAN RELATIONS COMMISSION -
YOUTH MEMBER

SUMMARY:

This resolution ratifies the joint City-County appointment of a youth member to the Pueblo Human Relations Commission to complete a one-year term.

PREVIOUS COUNCIL ACTION:

Joint City-County appointments to the Pueblo Human Relations Commission are made on an annual basis. Resolutions to ratify the joint appointments are passed by each entity.

BACKGROUND:

There is one vacancy on the Pueblo Human Relations Commission for a Youth Member due to the term expiration of Adelia Hayes. Following the PACOG meeting on February 23, 2023, the BOCC and City Council members reviewed the applications and appointed Ms. Singh.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

City Council in agreement with the County Commissioners could remove the Resolution from the Agenda, and request that the recruitment process be extended in order to receive additional applications for consideration.

RECOMMENDATION:

Approval of the Resolution

ATTACHMENTS:

1. PHRC - Singh Packet

RESOLUTION NO. 15172

A RESOLUTION RATIFYING PACOG'S JOINT APPOINTMENT
OF RIYA SINGH TO THE PUEBLO HUMAN RELATIONS
COMMISSION - YOUTH MEMBER

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his ratification of Riya Singh to the Pueblo Human Relations Commission - Youth Member to complete a one year term expiring December 31, 2023; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Riya Singh is hereby appointed to the Pueblo Human Relations Commission - Youth Member position to complete a one-year term expiring December 31, 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 appointment described herein.

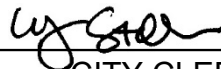
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED March 13, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: PUEBLO HUMAN RELATIONS COMMISSION
Date: Sunday, January 15, 2023 11:10:38 PM

External email. Please use caution.

PUEBLO HUMAN RELATIONS COMMISSION

PUEBLO HUMAN RELATIONS COMMISSION Application for Appointment

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

Contact Information

DATE	1/15/2023
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FIRST NAME	Riya
------------	------

Middle Initial	Field not completed.
----------------	----------------------

LAST NAME	Singh
-----------	-------

HOME ADDRESS	4805 Indigo Ct
--------------	----------------

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

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

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

HOME PHONE	(719)582-3503
------------	---------------

WORK PHONE	(719)582-3503
------------	---------------

CELL PHONE	(719)582-3503
------------	---------------

E-MAIL ADDRESS	riyasinghbrar2024@gmail.com
----------------	-----------------------------

ARE YOU CURRENTLY EMPLOYED WITH THE CITY OF	No
---	----

PUEBLO?

ARE YOU A
RESIDENT OF THE
CITY OF PUEBLO?

YES

OCCUPATION (or if
RETIRED, your
previous occupation)

Field not completed.

EDUCATION

Current 11th Grade Student at Pueblo West High School

Group Representation

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

Religious, Racial, Gender, Sexual Orientation

Questionnaire

Please complete the following general information.

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

As a queer, first generation Indian-American woman in Pueblo, I have a unique and underrepresented perspective of our community. My family is also Sikh. Although this religion is popular in South Asia, I have never met any other Sikhs in Pueblo. This aspect of my identity has always separated my family from the rest of the local Indian community. I have extensive knowledge, both from research and personal experience, on both the beauties and difficulties of being apart of these minorities in Pueblo. From an academic perspective, I have also studied and written on race relations, particularly in terms of how structural violence impacts a vast diaspora of minorities. With a strong background in debate, I am also able to clearly present my ideas on issues such as these. I have also been able to address some of these issues while serving as a Youth Advisor for the local Health Department's Communities That Care program, leading open discussions about race relations with leaders from the NAACP and hosting queer/LGBTQ+ inclusive community-wide events. I have also frequently educated those in my school about my family's religion, and I would love to connect with the broader community in order to address many of the negative stereotypes and assumptions that surround our religion at a first glance. I believe that my diversified background and previous experience serving as a leader in our community make me an ideal candidate to represent the marginalized voices in Pueblo.

Why do you want to
serve on the Human

I initially received a recommendation from a current member, Kennedy Pugh who I met during my previous time as a student at

Relations Commission?	Pueblo County High School (2020-21). Kennedy and I have frequently discussed some of my struggles as an underrepresented individual in Pueblo. I greatly appreciate the commission's goals of encouraging and bringing about increased equality. I believe that this mission can only be accomplished with the greatest diversity of members. Pueblo has a relatively small Asian population and this often leads many to believe that we do not even live here. I, however, have grown up in the rich culture of Pueblo with many friends from many different countries in Asia, Africa, and South America, several of whom are also the children of immigrants. This diversity is a side of our city that many people may not even be aware of. It is one of my major aspirations to bring our community to light, and that begins with having more city-wide representation of this diversity. As a young girl who was struggling to find not only a career path but also my place in my own community, I would have loved to see another Indian woman serving my city. I want to be a person who can bridge the gap between those who may feel that they do not have a voice and those of the broader community. Bridging this gap is essential to eliminating the targeted prejudice that myself, my family, and countless others have experienced.
How much time are you willing to devote to fulfill the obligations as a Human Relations Commission Member?	I am willing to devote several hours a week, as long as they occur outside of general school hours.
What special accommodations, if any, will you need as a Commission Member? (Translator, Signer, Transportation, etc.)	N/A
What abilities and skills do you have which can be used as a resource to the Human Relations Commission? Bi-lingual? Signing? Other?	I grew up speaking a mix of Hindi, Urdu, Punjabi, and English in my household, so I am able to understand these languages in conversation. I also have broader knowledge of both Western and non-Western religions, as I grew up with Sikh, Buddhist, Hindu, Islamic, Catholic, and Christian influences in my early childhood from members of my family, my friends, and my school community.
What are the three most important issues that you feel this Commission can play a role in addressing?	Education-This commission can play an essential role in educating the community about different diasporas, whether they be racial, gender, religious, etc.. The first step to eliminating prejudice and promoting equality in any circumstance is educating the community on alternate/non-normative perspectives. If people possessed more knowledge of these perspectives, there would be far less room for both fear and hate

to permeate. Hosting community wide discussions such as seminars, panels, etc. would be extremely useful for this. I was able to partake in a beautiful discussion about race after a play on blackness, for instance.

Awareness-The commission can also bring awareness to both underrepresented sub-communities in Pueblo and the struggles that they may face. In Pueblo, many are unaware of the cultures that exist within our community, so bringing light to it will help to foster appreciation. Acknowledgement of some of the struggles that these communities face will also help everyone to be more aware of one another and the impacts that we may have, both positive and negative, on our community as a whole. Empathy and open-communication on these topics only happens with awareness and acknowledgement first.

Reform-I would like to see this commission connecting with those who are struggling the most in our community. It is imperative that we reach out to those who face issues of discrimination or prejudice to hear directly from them. This input is the only route to knowing how and what we can improve upon. Additionally, taking their concerns seriously is of utmost importance. Not only listening to but also valuing all people is the best way to address concerns and bring about reform.

What do you feel are Pueblo's strengths?

Pueblo has a rich culture. There is nothing that I enjoy more than events like the Chili Festival or the State Fair which showcase our vibrant community and merge together a wide array of cultures. Despite the unfortunate negative connotations associated with our city, there truly is a place for everyone in Pueblo. I have found so many wonderful groups of people within my neighborhood, school, or extracurricular events who have become second families to me, as I have spent my whole life here. It is also a close-knit community in which everyone knows one another. I have always appreciated this, because it seems like I am never more than one connection away from anyone else. It also allows Pueblo to rally together for causes that the entire community genuinely believes in. Whether it is supporting the numerous small businesses in our community or rallying community-wide support after an emotional or traumatic event that impacted everyone, we always come together in support. Pueblo is strong, unrelenting, and united.

What do you feel are Pueblo's greatest challenges?

Some people in our community are ignorant/unaware of different groups that exist within Pueblo. This lack of awareness is what allows prejudice to grow. As a community, we need to improve upon how we treat others in a few ways. Firstly, we all need to become more educated on how to treat others with the same standard of dignity, respect, appreciation, and kindness. We also need to improve our treatment of those who do come forward with claims of discrimination or prejudice. I know that I have experienced racism and insensitivity toward my religion both inside and outside of my school. I also know many who deal with

homophobia on a frequent basis. My family has similar experiences. I find that often people are simply not aware that their words and/or actions are offensive. They simply are unaware of how to treat visible presentation, belief, manner, look, etc. that are out of their personal norm. Normalizing discourse between all perspectives enables us to see that there can be common ground between people despite our differences. At the end of the day, religion, race, gender, sexuality, etc. do not change the fact that we are all integral to Pueblo.

(Section Break)

Upload resume,
references and/or other
pertinent information

[Singh Resume.docx.pdf](#)

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

EDUCATION

2020-present

PUEBLO WEST HIGH SCHOOL

Pueblo West, CO

GPA: 5.00/4.00; Class Rank: 1/321

- Involvements: Varsity Speech and Debate, Youth in Government, Political Involvement Club, Varsity Mock Trial, Varsity Knowledge Bowl, President of Future Business Leaders of America, Future Health Professionals, and National Honor Society

EXPERIENCE

Summer

2021-Present

PUEBLO, CO. HEALTH DEPARTMENT AND COMMUNITIES THAT CARE

Youth Action Board Member

- Worked with City Council Member, Sarah Martinez, and other Health Dept. representatives for positive community change under Communities That Care (CTC)
- Rode public transportation and collaborated with Nick Hinrichsen (Operations Supervisor for Pueblo Transit at the time) to implement youth-friendly reform of the transportation system
- Organized and led a mental-health driven, community chalk walk for Colorado Youth Awareness week, where a State Senator delivered a proclamation to celebrate youth
- Worked with a representative from Healthy Kids Colorado Survey in a focus group to improve efficiency of public-school surveys
- Currently serving as co-chair of the Youth Advisory Board and working on the CTC Executive Committee

2022-Present

AARON GUTIERREZ LAW

Legal Internship

- Organized discovery files
- Viewed and analyzed photographic and video evidence
- Secretarial duties
- Shadowed in courthouse

LEADERSHIP

March 2022

PUEBLO WEST HIGH SCHOOL

Led Pueblo West Metropolitan District Candidate Forum

- Developed questions for candidates
- Organized correspondence with candidates, set up materials for event, and created and distributed promotional materials
- Welcomed candidates, delivered opening, and assisted in proposal of questions

September 2021

PUEBLO WEST HIGH SCHOOL

Led a School-Wide Voter Registration Drive

- Founded and led a Political Involvement Club
- Gathered staff sponsor and student committee to organize and promote week-long event
- Successfully registered 130 students to vote in Colorado

2021-Present

SPEECH AND DEBATE

Team Captain

- Assisted team members in qualifying for nationals and placing at state competition in Lincoln Douglas Debate, Congressional Debate, U.S. Extemporaneous Speaking, and Original Oratory

PERSONAL

- **Community:** Provided over 50 hours of student tutoring in government, English, chemistry, and mathematics, volunteer teacher at Connie's School of Dance, and volunteered to walk dogs for PAWS for Life Pueblo.
- **Awards:** Lincoln Douglas Debate Nationals Qualifying Champion and State Competition 3rd Place, FBLA Intro to Public Speaking Second Place and State Placement, Regional Mock Trial First Place and individual Best Witness Award, National Qualifying Knowledge Bowl Champions, and 250+ Hours Community Service

References:

1. Sarah Martinez
Leads Youth Advisory Board under Communities That Care
Pueblo Health Department
101 W 9th St.
Pueblo, CO 81003
(719) 289-8383
sarah.martinez@pueblounty.us
2. Sheila Sloan
Teacher and Debate Coach
Pueblo West High School
661 W Capistrano Ave
Pueblo, West CO. 81007
(719) 250-1317
ssloan@district70.org
3. Aaron Gutierrez
Legal Internship Advisor
Gutierrez Law
126 W. D St. Unit 220b
Pueblo, CO. 81003
(719) 320-2527
aaron@gutierrezlawllc.com



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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 JUSTIN SKERJANEC TO COMPLETE A FOUR-YEAR TERM EXPIRING AUGUST 1, 2025 ON THE HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

SUMMARY:

This Resolution confirms the appointment by the Mayor of a member to complete a four-year term expiring August 1, 2025 on the Honor Farm Enterprise Citizens Advisory Board.

PREVIOUS COUNCIL ACTION:

The Mayor has made appointments to the Honor Farm Enterprise Citizens Advisory Board selecting individuals to serve terms which expire during a particular calendar year and presented them to Council for approval.

BACKGROUND:

Due to the resignation of Kristin Blackburn there is one appointment available to complete a four year term expiring August 1, 2025 on the Honor Farm Enterprise Citizens Advisory Board. The vacancy was posted on the City's website and social media, and two applications were received.

FINANCIAL IMPLICATIONS:

This is a volunteer committee and members serve without compensation.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

Remove from agenda and re-advertise for additional applications.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Honor Farm - Skerjanec

RESOLUTION NO. 15173

A RESOLUTION CONFIRMING THE APPOINTMENT BY THE
MAYOR OF JUSTIN SKERJANEC TO COMPLETE A FOUR-
YEAR TERM EXPIRING AUGUST 1, 2025 ON THE HONOR
FARM ENTERPRISE CITIZENS ADVISORY BOARD

WHEREAS, Mayor Nicholas A. Gradisar has requested confirmation by the City Council of his appointment of Justin Skerjanec to Honor Farm Enterprise Citizens Advisory Board; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The appointment by the Mayor of Justin Skerjanec to the Honor Farm Enterprise Citizens Advisory Board to complete a four-year term expiring August 1, 2025 shall be and is hereby confirmed by the City Council.

SECTION 2.

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

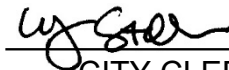
SECTION 3.

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

INTRODUCED March 13, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

From: noreply@civicplus.com
To: [CityAdmin](#)
Subject: [External] Online Form Submittal: HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD
Date: Sunday, February 19, 2023 3:26:25 PM

External email. Please use caution.

HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD

HONOR FARM ENTERPRISE CITIZENS ADVISORY BOARD Application for Appointment

Contact Information

DATE	2/19/2023
FIRST NAME	Justin
Middle Initial	L
LAST NAME	Skerjanec
HOME ADDRESS	2631 Cheyenne Ave
CITY	Pueblo
STATE	CO
ZIP	81003
HOME PHONE	7195421191
WORK PHONE	<i>Field not completed.</i>
CELL PHONE	7192500575
E-MAIL ADDRESS	justin.skerjanec@gmail.com
ARE YOU CURRENTLY EMPLOYED WITH THE CITY OF PUEBLO?	No
OCCUPATION (or if RETIRED, your previous occupation)	Colorado Department of Corrections 24 plus years

Group Representation

Please select no more than TWO of the categories below according to what areas YOU would represent as a member of this board.

Off-Highway Motorized Vehicle Recreation, Non-Motorized Trail Recreation

Questionnaire

Please complete the following general information.

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

I am the president of the non-profit, SCYD, which uses the park for their riding lessons for the youth. I also help Jeff Greenwood with the Honor Farm Motorcross park. I have been involved in our local racing organizations over the last 18 years. This includes motocross, offroad racing, and trail riding. I have also volunteered for cleanup days that have been held at the park.

Why do you want to serve on the Honor Farm Enterprise Citizens Advisory Board?

I would like to be a part of the advisory board to be involved in decisions made for this land. I feel like this area can be used to give our community and families a place to spend time outdoors. In the world we live in right now we need more places for positive family activities.

What goals would you like to see this Board accomplish?

In the future I would like to see a marked trail system for people to use for offroad vehicles and motorcycles. I can see a pay for use trail system that can also bring more money into the community.

List any other civil or Community Commissions or Boards that you currently serve on.

SOUTHERN COLORADO YOUTH DEVELOPMENT (SCYD)
President

List any other information that might be useful in consideration for your appointment to this Board.

I just believe we all need to do our part to better our community. I would appreciate being able to be a part of this organization.

(Section Break)

Upload resume, references and/or other pertinent information

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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Marisa Stoller, City Clerk

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO CITY-COUNTY HEALTH DEPARTMENT, A DIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE PAYMENT OF FIFTY FIVE THOUSAND DOLLARS (\$55,000) FROM FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT, FOR PURPOSES THEREOF

SUMMARY:

This agreement will distribute \$55,000 to the Pueblo Department of Public Health & Environment (PDPHE) to be used as funding for the implementation of a county-wide substance use plan and for facilitation of the Substance Use Response Ecosystem (SURE) program.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In August 2021, the Colorado Attorney General announced a plan for distributing opioid settlement funds obtained from a number of settlements with major drug manufacturers and distributors. Mayor Gradisar chose to opt into receiving these settlement funds, and to opt out of putting the City of Pueblo's funds into a regional pot for broader use, electing to take the funds to ensure specific use within the City itself. Approximately \$200,000 was received in Year 1, 2022, and about \$100,000 is expected every year for the next 19 years. This amount could increase as additional settlements take place.

The SURE program was created in November of 2017 as a collective impact modeled coalition working to ensure everyone in Pueblo County has access to substance use related knowledge, resources, and supports and feels safe discussing substance use.

In 2022, SURE created a county-wide Substance Use Plan with the help of various entities including the Office of the Mayor, City Council, the Board of County

Commissioners, the District Attorney's Office, PDPHE, Pueblo Department of Human Services, Pueblo Police Department, Pueblo County Sheriff's Office, and Pueblo Fire Department. This plan serves as the guide for community implementation of opioid settlement funds and other various forms of funding to ensure that collectively as a community, substance use resources are enhanced and gaps are filled.

FINANCIAL IMPLICATIONS:

Funding received directly from the Opioid Settlement will be used for this project; this program falls under proper intended use.

BOARD/COMMISSION RECOMMENDATION:

N/A.

STAKEHOLDER PROCESS:

The County-Wide Substance Use Plan invited and took in feedback from all major action groups in the region in the substance use space as part of its creation. The ideas were then ranked and prioritized by local elected and appointed officials. The continued facilitation of this plan by SURE will ensure our local support entities will continue to coordinate and talk to one another, prevent duplication of efforts, and create a broader cooperation amongst organizations as it comes to putting the priorities of the Substance Use Plan into effect.

ALTERNATIVES:

Funding could be diverted elsewhere in keeping with the possible uses for Opioid Abatement Settlement Funds.

RECOMMENDATION:

Passing of the Ordinance.

ATTACHMENTS:

1. Opioid Abatement - PDPHE Sub Agreement

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO CITY-COUNTY HEALTH DEPARTMENT, A DIVISION OF THE STATE OF COLORADO, AND AUTHORIZING THE PAYMENT OF FIFTY FIVE THOUSAND DOLLARS (\$55,000) FROM FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT, FOR PURPOSES THEREOF

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

SECTION 1.

The Subrecipient Agreement ("Agreement") dated March 27, 2023, between the City of Pueblo, a Colorado municipal corporation and the Pueblo Department of Public Health & Environment, a Municipal/County Public Health Agency, 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 \$55,000.00 are hereby authorized to be paid from Fund No. 226 - Opioid Abatement Settlement, for purposes of implementation of the Substance Use Response Ecosystem ("SURE") Program.

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 March, 2023, (hereinafter “Effective Date”) by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the “City” and the Pueblo Department of Public Health and Environment, a Municipal/County Public Health Agency, hereinafter referred to as “PDPHE” or as the “Subrecipient.” City and PDPHE/Subrecipient are sometimes each referred to as a “Party” and collectively “Parties.”

For and in consideration of the mutual covenants, terms, promises, and conditions set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, City and PDPHE agree as follows:

1. FACTUAL BASIS FOR THE GRANT AWARD

- (a) This grant awards funds in the amount of \$55,000.00 from the City’s Opioid Abatement Settlement Funding Project to PDPHE for purposes of continued implementation of the Substance Use Response Ecosystem (“SURE”) Program. The SURE program was created in November of 2017 as a collective impact modeled coalition working to ensure everyone in Pueblo County has access to substance use related knowledge, resources, and supports and feels safe discussing substance use.
- (b) In 2022, SURE created a county-wide Substance Use Plan with the help of various entities including the Office of the Mayor, the Pueblo City Council, the Board of County Commissioners, the District Attorney's Office, PDPHE, the Pueblo Department of Human Services, the Pueblo Police Department, the Pueblo County Sheriff's Office, and the Pueblo Fire Department. This plan serves as the guide for community implementation of opioid settlement funds and other various forms of funding to ensure that collectively as a community, substance use resources are enhanced and gaps are filled.
- (c) The County-Wide Substance Use Plan was created after receiving input from the nonprofit and governmental entities addressing the substance abuse problem in Pueblo County. The ideas were then ranked and prioritized by local elected and appointed officials. The continued facilitation of this plan by SURE will ensure our local support entities will continue to coordinate and talk to one another, prevent duplication of efforts, and create a broader cooperation amongst organizations as it comes to putting the priorities of the Substance Use Plan into effect.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) 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.
- (b) Subrecipient warrants and represents that it has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder.
- (c) PDPHE shall appoint a City representative, designated by the City's Mayor, to serve on the Steering Committee which oversees and provides direction to PDPHE staff and volunteers implementing the SURE Program.

3. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

The aggregate of all payments made hereunder shall not exceed Fifty-Five Thousand Dollars (U.S. \$55,000.00). City shall make full payment to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City and execution of this Agreement by the Subrecipient.

4. TERM OF AGREEMENT

The term of this Agreement shall be from the Effective Date set forth above to December 31, 2024.

5. 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.

6. 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.

7. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. At the 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.

8. 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. 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. Subrecipients shall fully cooperate with City in relation to such monitoring and evaluation.

9. 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 end of the term of this Agreement,. 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.

10. INDEPENDENCE OF SUBRECIPIENT

Nothing herein contained nor the relationship of Subrecipient to City, which relationship is expressly declared to be that of an independent contractor, 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.

11. LIABILITY AND INSURANCE

- (a) 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) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, such insurance as will protect it from claims for damages because of personal injury including bodily injury, sickness or disease or

death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom.

- (c) Subrecipient agrees that it shall procure and will maintain during the term of this Agreement, Workers' Compensation Insurance complying with statutory requirements in Colorado.

12. 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 contracted services for the City under this Agreement. The Subrecipient shall fill out the questionnaire attached as Exhibit B and submit the completed form to City's Finance Office as part of the signed Agreement.

13. 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.

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

15. 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.

16. 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.

17. PARTIAL INVALIDITY. 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.

18. 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.

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

20. 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.

21. 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.

22. 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

Subrecipient:

PUEBLO DEPARTMENT OF PUBLIC
HEALTH AND ENVIRONMENT

By _____
Randy Evetts, MPA
Public Health Director

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.

B. Principal Tasks

From May 1, 2023 through April 30, 2024, Subrecipient shall implement the county-wide Substance Use Plan to address the substance abuse problem in Pueblo County. Through the SURE Program, Subrecipient shall continue to facilitate the operation of the Substance Abuse Plan and ensure that local support entities will continue to coordinate and communicate with one another, prevent duplication of efforts, and create a broader cooperation amongst organizations as it comes to putting the priorities of the Substance Use Plan into effect.

C. Budget

Funding for implementation of county-wide substance use plan and SURE facilitation
12 months of expenses

Personnel	\$42,742.13
Printing	\$36.00
Telephone	\$180.00
Indirect	\$11,465.52
Total	\$54,423.65

EXHIBIT B
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, contract employee, consultant, independent contractor, or through other arrangements, is subject to employer contributions to PERA by the City of Pueblo. Therefore, as a condition of contracting 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 contractor, 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 contractor 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 contract 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: March 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 AN AMENDMENT TO 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 AN ADDITIONAL 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 an Amendment to a Subrecipient Agreement with Posada, Inc., a Colorado nonprofit corporation ("Posada") to provide additional funds for emergency housing assistance, including hotel vouchers, to tenants displaced from the Skyview Apartments as a result of the 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. Additional 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:

The City and Posada entered into a Subrecipient Agreement dated February 13, 2023 (the "Agreement") which was approved by the Pueblo City Council on February 13, 2023 by emergency Ordinance No. 10384.

BACKGROUND:

The purpose of this Amendment is to increase the amount of funds available for the Project.

FINANCIAL IMPLICATIONS:

Posada will receive an additional \$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 the additional \$50,000 in emergency housing assistance, including hotel vouchers, to tenants displaced from the Skyview Apartments.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. ARPA 14 - Posada 2 - Amend to Sub Agreeet_FINAL

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN AN AMENDMENT TO 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 AN ADDITIONAL FIFTY THOUSAND DOLLARS (\$50,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES THEREOF

WHEREAS, the Parties entered into a Subrecipient Agreement dated February 13, 2023 (the "Agreement") which was approved by the Pueblo City Council on February 13, 2023 by emergency Ordinance No. 10384; and

WHEREAS, the purpose of this Amendment is to increase the amount of funds available for the Subrecipient's Project; NOW, THEREFORE,

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

SECTION 1.

The Amendment to Subrecipient Agreement ("Amendment") dated March 27, 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 Amendment for and on behalf of the City and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 3.

Additional 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 displaced from the Skyview Apartments as a result of the catastrophic breakdown of the apartment complex's heating and sewer systems.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Amendment 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 _____.

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 TO SUBRECIPIENT AGREEMENT

THIS AMENDMENT TO SUBRECIPIENT AGREEMENT ("Amendment") is made and entered into this 27th day of March, 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 Amendment:

WHEREAS, the Parties entered into a Subrecipient Agreement dated February 13, 2023 (the "Agreement") which was approved by the Pueblo City Council on February 13, 2023 by emergency Ordinance No. 10384.

WHEREAS, the purpose of this Amendment is to increase the amount of funds available for the Subrecipient's Project.

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. Section 4 (c) of the Agreement is hereby amended and restated as follows:

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

(c) The aggregate of all payments made hereunder shall not exceed One Hundred Thousand Dollars (U.S. \$100,000.00). Said funds shall not be paid to Subrecipient in one lump sum. Posada shall submit periodic, but not more frequently than weekly, applications for reimbursement, aggregating to not more than the maximum amount set forth above, for actual financial assistance which is planned to be given or previously rendered to tenants displaced from the Skyview Apartments as a result of the catastrophic breakdown of the apartment complex's heating and sewer systems (hereinafter "Project"). As compensation for administering this ARPA grant, City shall pay to Subrecipient a separate administrative fee up to 15% of the funds distributed for the benefit of the evicted tenants of the Skyview Apartments. Posada shall maintain adequate documentation for the reimbursement of allowable administrative expenses to include: related operations, case management, and on a pro rata basis the program costs attributed to rent, utilities, accounting expense, insurance, and management.

2. Except as modified by this Amendment, the provisions of the Agreement shall remain unchanged and in full force and effect and fully binding on the Parties, their successors and assigns and the Agreement and this Amendment shall be construed together as a single integrated document.

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: _____

Date: _____



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Bryan Gallagher, Director of Housing and Citizen Services

SUBJECT: AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FY2021 ACTION PLAN INCORPORATING THE HOME INVESTMENT PARTNERSHIP AMERICAN RESCUE PLAN (HOME-ARP) ACT FUNDS ALLOCATED TO THE PUEBLO CONSORTIUM, AND AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE SUBSTANTIAL AMENDMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

SUMMARY:

This Ordinance approves a substantial amendment to the FY2021 Action Plan adopted through Ordinance No. 9975 on July 26, 2021. This amendment to the FY2021 Action Plan incorporates the HOME-ARP Grant into the FY2021 Annual Action Plan and distributes the HOME-ARP funding (\$3,090,925.00) in accordance with the HOME-ARP Allocation Plan. The U.S. Department of Housing and Urban Development's approval of the Pueblo Consortium's HOME-ARP Allocation Plan is required to access the funding.

PREVIOUS COUNCIL ACTION:

The City Council passed the FY2021 Annual Action Plan under Ordinance No. 9975 on July 26, 2021, and accepted the HOME-ARP Grant under Ordinance No. 10129 on March 14, 2022.

BACKGROUND:

As an entitlement city, the City of Pueblo is required by the U.S. Department of Housing and Urban Development (HUD) to complete an Annual Action Plan for each of the years of the Consolidated Plan. The City of Pueblo receives HOME Investment Partnership Funds through the Pueblo Consortium authorized by Ordinance No. 9899. The City is required to complete a Substantial Amendment to the Annual Action Plan when projects are added or deleted or when the funding within the Annual Action Plan is changed by more than ten percent. This Substantial Amendment to the FY2021

Annual Action Plan incorporates the HOME-ARP Grant into the FY2021 Annual Action Plan and dedicates the HOME-ARP Grant funding in accordance with the HOME-ARP Allocation Plan included with this Substantial Amendment. The HOME-ARP Allocation Plan and the accompanying documentation serves to amend the City's original application to HUD for the FY2021 Community Development Block Grant (CDBG) and HOME Investment Partnership Act Grant (HOME).

A public meeting was held to receive citizen input and to hear applicant presentations on January 10, 2023. Notice of the proposed Substantial Amendment to the Annual Action Plan was published on February 27, 2023 and the text thereof made available to the public for review on February 28, 2023, formally opening the public comment period for fifteen-days. Public meetings were held on January 10, 2023, and March 10, 2023.

Copies were available at the City Clerk's Office, the Rawlings Library, the Department of Housing and Citizen Services (Department), and the City's website.

FINANCIAL IMPLICATIONS:

The Pueblo Consortium will have access to \$3,090,925.00 dedicated to assist homeless individuals and families, those at risk of homelessness, those fleeing domestic violence, and other populations identified in Section IV of the HUD Community, Planning, and Development Notice 21-10 published on September 13, 2021.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The following stakeholder processes were undertaken by the Department and the Pueblo County Department of Human Services. On December 21, 2022 and December 23, 2022, notice of public hearing to receive public input for the development of the HOME-ARP allocation plan was printed in *The Pueblo Chieftain*. Public hearings were held in City Council Chambers on January 10, 2023 and March 10, 2023. Six, one-hour, stakeholder sessions were held between January 25, 2023 and February 2, 2023 to gain input on the community's homeless population in the following areas: issues specific to veteran populations, issues specific to those fleeing domestic violence and human trafficking, issues related to fair housing, issues specific to the Spanish speaking population, and issues the homeless services providers have identified through their service.

ALTERNATIVES:

The City Council can choose to not to adopt the Substantial Amendment to the FY2021 Annual Action Plan and forego the HOME-ARP funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Pueblo CO_Display HOME-ARP Plan
2. Pueblo_SF424_4_0-V4.0 (002)
3. Pueblo_SF424B-V1.1

4. Pueblo_SF424D-V1.1

ORDINANCE NO.

AN ORDINANCE APPROVING AND ADOPTING A SUBSTANTIAL AMENDMENT TO THE CITY OF PUEBLO'S FY2021 ACTION PLAN INCORPORATING THE HOME INVESTMENT PARTNERSHIP AMERICAN RESCUE PLAN (HOME-ARP) ACT FUNDS ALLOCATED TO THE PUEBLO CONSORTIUM, AND AUTHORIZING THE MAYOR TO EXECUTE AND SUBMIT THE SUBSTANTIAL AMENDMENT TOGETHER WITH ALL REQUIRED AND NECESSARY CERTIFICATIONS, ASSURANCES AND DOCUMENTATION TO THE U.S. DEPARTMENT OF HOUSING AND URBAN DEVELOPMENT

WHEREAS, the City of Pueblo is designated as the participating jurisdiction of the Pueblo Consortium, and an entitlement city under the Housing and Community Development Act of 1974, and will receive HOME Investment Partnership, American Rescue Plan Act Grant Funds (HOME-ARP) for fiscal year 2021; and

WHEREAS, the City of Pueblo conducted a citizen participation process in accordance with the HOME-ARP requirements that included two public hearings within the City of Pueblo in addition to a third public hearing before City Council to obtain the views of citizens, non-profit, and neighborhood groups on the City's housing and community needs; NOW, THEREFORE,

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

SECTION 1.

The City Council hereby finds and determines that the Substantial Amendment of the City of Pueblo's FY2021 Action Plan containing the HOME-ARP Grant and the HOME-ARP Allocation Plan, dedicating funding for HOME-ARP eligible programs, has been developed to give maximum feasible priority to benefit HOME-ARP Qualifying Populations based on needs identified through public and stakeholder outreach, as required by HUD, and is hereby approved, adopted, and incorporated herein.

SECTION 2.

The Mayor is hereby authorized to execute and submit, in the name of the City of Pueblo, the applications (SF-424/SF-424D) and the Substantial Amendment to the FY2021 Action Plan containing the HOME-ARP Allocation Plan, together with all required and necessary certifications, assurances, and documentation to the U.S. Department of Housing and Urban Development.

SECTION 3.

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

SECTION 4.

If any section, paragraph, clause, or provision of this Ordinance shall for any reason be held to be invalid or unenforceable, the invalidity or unenforceability of such section, paragraph, clause, or provision shall not affect any of the remaining provisions of this Ordinance.

SECTION 5.

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

Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

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



PUEBLO, CO HOME-ARP Allocation Plan

Submitted to the U. S. Department of Housing and Urban Development
as a Substantial Amendment to the
2021 Annual Action Plan

DRAFT FOR PUBLIC DISPLAY & COMMENT

THE CITY OF PUEBLO, CO

HOME-ARP Allocation Plan

Submitted to HUD as a Substantial Amendment to the
Approved 2021 Annual Action Plan

Consultation

Section 1: Describe the consultation process including methods used and dates of consultation

The City of Pueblo identified local and regional stakeholders whose organizations or agencies address the needs of the HOME-ARP qualifying populations and invited them to attend consultation sessions. Meeting dates were January 25-February 2, 2023. All sessions were conducted via GoToMeeting. A brief PowerPoint presentation was made at the beginning of each session, providing an overview of the HOME-ARP program, definitions of the qualifying populations, a list of eligible activities that could be funded with the HOME-ARP grant and a list of questions focused on identifying the gaps and needs within the homeless system in Pueblo. A complete list of all stakeholders invited, the PowerPoint presentation and all meeting notes are included in Appendix A.

Section 2: List the organizations consulted and summarize feedback received and results of upfront consultation with these entities. Required stakeholders are italicized.

Stakeholder comments received through the various consultation sessions are included in the chart below and referenced throughout the Needs Assessment & Gaps Analysis. In the following chart, QP refers to the HOME-ARP Qualifying Populations served by the named stakeholder agency or organization and, specifically, the following four population groups:

- QP1: a homeless individual or family who lacks a fixed, regular, and adequate nighttime residence
- QP2: an individual or family with an annual income below 30% of the median family income for the area and at risk of becoming homeless
- QP3: any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking
- QP4: other populations where providing supportive services or assistance would prevent the family's homelessness or would serve those with the greatest risk of housing instability.

Date	Agency/Organization Name – HOME-ARP Qualifying Populations Served
January 25, 2023 at 9 am via GotoMeeting	Focus: Continuum of Care Pueblo County Dept of Human Services Independent Living Center Posada, Inc.
NEEDS IDENTIFIED: • Need affordable housing units, especially for 1BR and 2BR units. • Need assisted living type of units for persons with brain injuries. Can't find permanent supportive housing for these households. • Need for affordable housing units for elderly/disabled households. They typically receive a month check for SSI in the amount of \$841 but rents for 1BR units are between \$900-\$950 per month. Two years ago, it would only take 2 weeks to find a unit for these households, now it takes 6 months.	

- 2BR units have FMRs of \$1,124 but market rates are between \$1,500 and \$1,800 per month. 3BR FMRs are \$1,800 but market rates is \$2,500-\$2,800/
- Wrap around services are needed and include:
 - Intensive Case Management
 - Life skills
 - Budgeting,
 - Tenant readiness programs
 - Access to mental health counseling
 - Substance abuse
- Barriers include:
 - Landlords are increasing rents too fast and investors buying up properties, doing minor rehab and raising rents significantly which is limiting the supply of affordable units.
 - Tenants are being forced to move due to rapidly raising rents.
 - FMRs not keeping up with rents.
 - Coordinated entry must help with addressing the barriers
 - Criminal history is a barrier since landlords do not want to rent to individuals with criminal histories.
- Need for landlord incentives such as double deposits for tenants if they have never rented before.
- Housing coordinators planning on recruiting new landlords.
- Information from the Pueblo School District rep:
- 480 students qualify under McKinney-Vento
- School district does not have a housing program but referrals for housing have increased by 300% over last year.
- Increase of families from outside of US and/or US households moving into the Pueblo School District.
 - Evictions are increasing across the district
 - Housing appraisal fees are really high.
 - Lack of affordable housing is a real issue.
 - Landlords selling properties which are causing evictions of families. This causes at risk of homelessness
 - Other at-risk issues are the high cost of utilities and food insecurity.
- Keeping people housed is a challenge.
- More Rapid Re-housing is needed but the challenge is finding available and affordable units. Takes 6 months to find units now.
- TBRA is needed for:
 - Elderly
 - Disabled
 - Families with children
 - Youth aging out of foster care.
- Youth services are also needed.
- Need more accessible, affordable units.

January 25,
2023 at 1 pm
via
GotoMeeting

Focus: Homeless Shelters & Service Providers

Note: No shelters participated in this session due to PIT count. We held a make-up session where shelters did participate on 2/2/23 and provided input

NEEDS IDENTIFIED:

- There are three shelters in Pueblo- Pueblo Rescue Mission, YWCA, and a domestic violence shelter. However, there are no family shelters in Pueblo.
- Many families living in cars since they can't find affordable units and it can take up to 6 months for find available and affordable units.

- Need to add a warming shelter.
- Information from the Pueblo School District rep who participated for second time:
 - 480 students qualify under McKinney-Vento
 - School district does not have a housing program but referrals for housing have increased by 300% over last year.
 - Increase of families from outside of US and/or US households moving into the Pueblo School District.
 - Evictions are increasing across the district
 - Housing appraisal fees are really high.
 - Lack of affordable housing is a real issue.
 - Landlords selling properties which are causing evictions of families. This causes at risk of homelessness
- Other at-risk issues are the high cost of utilities and food insecurity.

January 25,
2023 at 3 pm
via
GotoMeeting

Focus: Domestic Violence and Human Trafficking
Pueblo Rape Crisis Center

NEEDS IDENTIFIED:

- The Rape Crisis Center will provide actual data for sexual assaults and human trafficking which can be included in gaps and needs analysis.
- Gaps and Needs include:
 - Victims of domestic/sexual violence need housing with services attached which also allows for children.
 - Trauma services/counseling needed.
 - Mental health counseling
 - These are very complex cases which need lots of services.
- Types of units in-demand include:
 - Safe and secure emergency/special housing that is not a shelter is paramount, especially those fleeing human and/or sexual trafficking.
 - Need for individual, safe spaces.
 - Family shelter space as well as permanent supportive housing for families
 - Individual units that accept pets.
- Types of services needed for those fleeing Human/Sex Trafficking:
 - Middle of the night services for in-take and processing of application to deal with the crisis.
 - Access to comprehensive wrap around services including:
 - Mental health and trauma counselling that is easily accessible.
 - Addiction services
 - Legal assistance
 - Immigration assistance
 - Multilingual assistance especially Spanish.
- Need for safe, affordable units with wrap around services.
- Barriers to stable housing for persons fleeing sexual and human trafficking include:
 - Lifelong issues as a result of the trauma they faced.
 - More families living in cars for long periods of time.
 - Legal immigrant status (i.e. fear of the system and asking for help).
 - Speaking a language other than English.
 - People living with trauma have a hard time jumping through the necessary hoops to maintain their housing and their health. Most are just trying to get through the day.

- Rural/low-capacity areas have issues including: - Sexual violence is happening everywhere but harder to access services in these areas. - Transportation to services is an issue.	
January 26, 2023 at 9 am via GoToMeeting	Focus: Veterans Organizations Rocky Mountain Human Services, which runs various programs for Veterans including those who are homeless or at-risk of homelessness Pueblo Housing & Citizen Services
NEEDS IDENTIFIED: - Rocky Mountain Human Services offers a homeless vets a shallow rent subsidy program which provide ½ of rent to a household for up to 2 years. They also offer a rapid re-housing program which serves 60-100 persons per year. They also provide case management services. The average income of the persons served is -30-50% AMI. - Rocky Mountain Human Services also offers a homeless prevention program. - Gaps in Services include: - Lack of affordable, 1BR units that are available. It can take months to find a unit that will meet the programs Rent Reasonableness. 1BR units are between \$800-\$1200 per month not including utilities. - Hard to find landlords that will participate in the programs. They have numerous applications for their units and they generally select the most qualified, with the best credit scores and no criminal history. - Landlords who do participate in the programs do not have any available units to rent. - Homeless prevention program funds runs out quickly each year. The prevention program provides funds for past due rents for tenants of units. - There is a need for legal services, especially applying for social security, for the vets participating in these programs. - Transportation is needed. - Mental health services are needed. - Budgeting assistance and financial literacy is needed. - Car repair programs are needed to insure they remained employed and get to job if car breaks down. - Need for housing navigator to assist with assisting vets with all housing and services needs. - Chronic Homelessness is a big issue for vets. - At-Risk Issues for housing stability include: - Mental health counseling - Substance abuse programs - Right Place is a new, 35 unit permanent supportive housing development that has helped to address some of the needs for affordable units. But an additional 20 units will be needed in the market place to achieve "functional 0" homelessness for vets. - TBRA could be used with several of the programs Rocky Mountain Human Services provides to keep vets housed longer once their subsidies are exhausted and to address at risk of homeless issues.	
January 26, 2023 at 11 am via GoToMeeting	Focus: Pueblo Housing Authority Housing Authority of the City of Pueblo Pueblo Housing & Citizen Services
NEEDS IDENTIFIED: - Housing Authority has public housing and section 8 program. Also carries out LIHTC projects, rural housing programs, have capacity to provide project based vouchers to units, and have 70 vouchers for veterans. - Current market conditions include:	

	• Housing Authority has voucher authority for 1540 units but can only put 1100 on the street. They are also encountering low utilization rates due to holders not being able to find units in the market place willing to accept the voucher. • New voucher holders having trouble finding units which is resulting in the voucher expiring and the holder not able to find a unit. • Rents have increased quickly and they are so high now they aren't affordable. • No inventory. • Section 8 waiting list closed in December and now is 321. • Need is for 1BR units for younger people who are not disabled. Also a need for 2BR units. • Major problem is that many landlords are selling their units and the new landlords that purchase the units immediately raise the rents to unaffordable levels. • Many of the vouchers they manage are porting out and moving farther north of Pueblo. • They are opening the public housing on January 30th for 1BR units. • Housing Authority has a homeless preference but no ones the units because they are mainly efficiency units that are available and they are too small. • Other preferences include for persons effected by natural disasters, elderly disabled, domestic violence and a working preference. • Housing Authority considering converting some of their units to SROs but no decisions yet. • Pueblo Housing Authority uses small area FMRs. • Housing Authority recently raised their payment standard to 120% which has helped but only a little. Payment standards are now \$830-\$1,099 for 1BRs and up to \$1200 for 2BR units. • Housing Authority beginning to implement a new landlord recruitment program. • Housing Authority currently developing a tax credit project which is in the construction phase. • Housing Authority currently going through RAD but only one development has been converted. • Looking at the possibility of doing a Section 18 development to RAD. This would convert 73 of the units to RAD. • Housing Authority has only PBV in their RAD conversion. • Have a Family Self Sufficiency Program that includes the following: • Provide a case worker for each person participating in the program. • Five year program which helps the tenant to develop an escrow to assist in the purchase of house to for car repairs/purchase. Generally, tenant can accrue between \$15,000-\$17,000. • Budgeting classes are provided. • Employment services are provided. • GED services provided. • Can make referrals for mental health counseling if needed.
January 26, 2023 at 3 pm via GoToMeeting	Focus: Organizations Serving Persons with Disabilities and Persons At Risk of Homelessness YWCA (Shelter) Catholic Charities Child Advocacy Center Pueblo Cooperative Care D60 Collaborative Management Program
NEEDS IDENTIFIED: • Cooperative Care/YWCA indicated the following gaps: ○ Need for rental assistance for those at risk of homelessness. ○ Need for rent/utility assistance. ○ There is a lack of affordable, accessible units ○ Shelter stays are exceeding 90 days due to lack of affordable units in the market place. ○ Rents are extremely high. • Barriers include: ○ Criminal history and domestic violence effect credit worthiness and limit units available to rent. ○ Lots of back balances which also follows the person and hurts their future ability to rent units.	

○ First month rent and security deposit requirements are very high. ○ Credit issues are a problem. • Landlord issues include: ○ They can get higher rents in the private market and less likely to accept subsidies. ○ Have difficulty dealing with low income renters • Need for accessible units. • Persons with disabilities need assistance when care givers can longer care for the individual which causes at risk of homelessness. • Services Gaps and Needs include: ○ Budgeting classes ○ Representative payees for SSI/SS. Catholic Charities provides this service. ○ Mental health services for persons with disabilities. ○ Nutrition programs for house bound persons. ○ Substance abuse services ○ Therapy Services ○ Behavioral service providers • The Child Advocacy Center indicated the need for services for youth and utility/rental assistance. • Youth aging out of services needs include: ○ Therapy ○ Budgeting classes ○ Rental assistance ○ Case management ○ Wrap around services ○ Job training • YWCA Shelter has 6 rooms which are split evenly for families and singles. See an increasing number of families coming into the shelter. • Chronic unemployment is an issue for homelessness and at risk of homelessness. • Evictions are increasing.	
January 27, 2023 at 9 am via GoToMeeting	Focus: Fair Housing and Civil Rights No one attended
February 2, 2023 at 9 am via GoToMeeting	Focus: Homeless Shelters & Service Providers Make-Up Session De La Raza Pueblo Rescue Shelter Posada, Inc. Colorado Legal Services, First Presbyterian Church Ministries (on CoC Board and Homeless Committee), Health Solutions Persons with Lived Experience ADA Advisory Committee for the City
NEEDS IDENTIFIED: • De La Raza, Inc. provides the following programs/services: ○ Re-entry program ○ Case Management and telehealth services ○ Victim services ○ Behavioral health ○ Food Pantry	

- Colorado Services, which is state funded, provides the following services:
 - Eviction diversion program
 - Rental assistance
 - They are working with the HA to help them evicting tenants in PH and/or Section 8
 - Have an Eviction Defense fund
 - Manage CSBG program grant funds.
 - Indicated that there are currently 456 eviction cases that they are working on.
 - Could use local funds for some of these programs once state funds are exhausted.
- Keeping people housing is a big issue.
- Posada, Inc. participated and indicated the following:
 - Provide services to the homeless including emergency shelter for families/children.
 - Have a transition shelter facility for homeless youth
 - Operated 126 units of permanent housing units including:
 - Rapid re-housing
 - Have a new program for vets
 - They are a CHDO
 - Have a new SRO project for homeless seniors which is opening soon.
 - Indicated need for more affordable housing.
 - Recently had a proposed 192 unit affordable housing tax credit project but could not move forward with it since they were unable to get the site re-zoned.
- Unhoused population is significantly impacted by race/ethnicity since persons of color are more likely to be homeless.
- Gaps/Needs include:
 - No housing units available.
 - Less than 1% of available units are affordable in Pueblo.
 - Developers are buying up properties and then flip them and increase rents to unaffordable levels.
 - Pueblo has large population of low income persons.
 - Need for low barrier housing especially permanent supportive housing,
 - Those coming out of incarceration have had time finding units due to criminal backgrounds.
 - Need for 1BR units.
 - Need for Housing Navigator Services to help homeless get housing and the necessary services that are needed
 - Transportation to address poor bus routes for people needed to get to services.
 - Childcare.
 - Wrap around services attached to permanent affordable housing.
 - Mental health services
 - Landlord application and deposit fees especially as it relates to coordinated entry.
 - Need safe spaces in parking lots/camping sites for the unhoused that have services already.
- There is a new Built for Zero Program which helps to stabilize persons who are homeless and are need of assistance with day to day living. There is a need in this program for “walk along” services to help move people from shelters to permanent supportive housing.
- City issues vagrancy tickets to the homeless which could be a violation of civil rights. Once someone gets one of these tickets, they have a hard time getting units to rent.

Public Participation

[To be completed following the 15-day public comment period and public hearing.]

Section 1: Describe the public participation process, including information about and the dates of the public comment period and public hearing(s) held during the development of the plan.

- ***Date(s) of public notice:*** Click or tap to enter a date.
- ***Public comment period:*** *start date* - Click or tap to enter a date. *end date* - Click or tap to enter a date.
- ***Date(s) of public hearing:*** Click or tap to enter a date.

Describe the public participation process:

Enter narrative response here.

Describe efforts to broaden public participation:

Enter narrative response here.

Summarize the comments and recommendations received through the public participation process either in writing, or orally at a public hearing:

Enter narrative response here.

Summarize any comments or recommendations not accepted and state the reasons why:

Enter narrative response here.

Needs Assessment & Gaps Analysis

The City of Pueblo is the lead entity for the City of Pueblo/Pueblo County Participating Jurisdiction (PJ) in the HOME Investment Partnerships program. As the lead entity, the City is the responsible entity for submitting the HOME-ARP Allocation Plan on behalf of the PJ. Both the City and the County are part of the Colorado Balance of State Continuum of Care (CoC).

This section presents the needs and gaps analysis, drawing on CoC HMIS data through Annual Performance Reports for the calendar year 2022, the 2023 Housing Inventory Count (HIC) data for the City of Pueblo, and several other sources as identified. Point-in-Time (PIT) Count data was not available. This analysis is contextualized with feedback from stakeholders consulted during the HOME-ARP planning process.

Section 1: Housing Inventory

There is an extreme shortage of affordable rental housing in Pueblo that impacts the ability of housing and service providers to rapidly re-house or place homeless and at-risk homeless persons and families in stable living situations within 30 days.

The shortage of units for households at 0-30% area median income (AMI) and 31-50% AMI increases housing insecurity and rent pressure on lower-income households. Within the rental housing inventory, there is a severe housing gap for households at 0-30% and 31-50% AMI (see Table 1). According to CHAS data, there are 6,885 renter households at 0-30% AMI. However, there are only 4,760 rental units affordable to this group of households. Further exacerbating the situation is that only 1,030 of these 4,760 affordable units are occupied by 0-30% AMI households. The remaining 3,730 units are occupied by households with incomes above 30% AMI. ***This results in a housing gap of 5,855 rental units affordable and available to 0-30% AMI renter households.***

Moving up the income spectrum, there are 4,095 renter households at 31-50% AMI. For this income group, there is a supply of 8,849 units affordable to them. However, only 1,145 of the 8,849 units are occupied by 31-50% AMI households. The remaining supply of 7,704 units is occupied by households of other income tiers. ***This results in a housing gap of 2,950 rental units affordable and available to 31-50% AMI renter households.***

Table 1. Pueblo Housing Gap Analysis

Renter Households	0-30% AMI	31-50% AMI
Total Households	6,885	4,095
Affordable Housing Units	4,760	8,849
Units Occupied by Appropriate Income Tier	1,030	1,145
Units Occupied by Other Income Households	3,730	7,704
Gap	5,855	2,950

Data Source: 2015-2019 Comprehensive Housing Affordability Strategy

¹ Number of housing units occupied by a household of the same income tier (i.e., a 0-30% AMI household occupies a unit that is affordable to a 0-30% AMI household)

² Number of housing units occupied by a household that is not of the same income tier (i.e., a 0-30% AMI unit is occupied by a household above 30% AMI)

³ Total Number of Households minus Units Occupied by Appropriate Income Tier equals the number of units needed to house the balance of the households within that income tier that are occupying units affordable to households above their income tier (i.e., the housing gap).

During the January 2023 PIT count, 93% of the emergency shelter beds, 51.2% of the Permanent Supportive Housing beds, 100+% of rapid rehousing beds, and 96.1% of transitional housing beds were full. Total utilization of all beds was 89.7%. Stakeholders indicated emergency shelter stays are exceeding 90 days due to lack of affordable units available for rent in the marketplace.

Table 2. Pueblo Homeless Needs and Gap Analysis

Homeless													
	Current Inventory					Homeless Population				Gap Analysis			
	Family		Adults Only		Vets	Family HH (at least 1 child)	Adult HH (w/o child)	Vets	Victims of DV	Family		Adults Only	
	# Beds	# Units	# Beds	# Units	# Beds					# Beds	# Units	# Beds	# Units
Emergency Shelter	140	20	-	-	-								
Rapid Rehousing	45	20	-	-	-								
Permanent Supportive Housing	41	19	-	-	-								
Transitional Housing	76	24	-	-	-								
Sheltered Homeless						234	-	-	-				
Unsheltered Homeless						-	-	-	-				
Current Gap										-	-	-	-

Sources: HUD 2023 CoC Homeless Report Assistance Programs Housing Inventory Count Report, Colorado Balance of State CoC

Note: Point-in-Time Count data was not available.

Section 2: Size and Demographic Composition of Qualifying Populations

To analyze the size and demographic composition of the qualifying populations (QPs), the City of Pueblo's Homeless Management Information Systems (HMIS) Annual Performance data for calendar years 2021 and 2022 were analyzed.

1. Homeless as defined in 24 CFR 91.5

Under the HOME-ARP program, the homeless QP is defined to include:

- An individual or family who lacks a fixed, regular, and adequate nighttime residence
- An individual or family who will imminently lose their primary nighttime residence within 14 days
- Unaccompanied youth under 25 years of age, or families with children and youth, who do not otherwise qualify as homeless under this definition

At the time of the January 2023 PIT Count, according to the Housing Inventory Count, there were 261 individuals that met the definition of homeless under 24 CFR 91.5. These included individuals and families residing in emergency shelter, transitional housing and rapid rehousing beds/units. No other PIT count data was available.

According to the APR, a total of 754 homeless persons were served by homeless programs. Of these, 49.3% were adult males, 30.9% were adult females, 9.2% were male children, and 10% were female

children. This means nearly 20% of those served were children. By race and ethnicity, 587 individuals (77.9%) were White, 58 (7.7%) were Black/African American, 55 (7.3%) were American Indians, and 333 (44.2%) were Hispanic/Latino. This indicates a disproportionate representation of Black/African American individuals and American Indian individuals impacted by homelessness as only 2.8% of the general population in all of Pueblo County is Black/African American and only 3.4% is American Indian.

According to the 2022 CoC Performance Measurement Module, the average length of stay within the homeless system was 251 days, a decrease of 13.2% from 289 days in 2021. In addition, there was a 7% decrease in the number of unduplicated individuals served and a decrease of 8.7% among persons who were homeless for the first time. In total, there were 450 individuals experiencing homelessness for the first time with an average length of stay of more than eight months in 2022. These figures indicate a need for more affordable rental housing.

According to the Pueblo School District, 480 students qualify as homeless under the McKinney-Vento Act. The District does not have a housing program, but referrals for housing have increased by 300% over the last year. There is also an increase in families who have immigrated to the US and native US households moving into the Pueblo School District.

2. At Risk of Homelessness as defined in 24 CFR 91.5

Under the HOME-ARP program, the definition of persons at risk of homelessness includes an individual or family who:

- Has an annual income below 30% of median family income for the area
- Does not have sufficient resources or support networks immediately available to prevent them from moving to an emergency shelter or another place, and meets other qualifying conditions

The definition also includes a homeless child or youth and the parents or guardians of that child or youth if living with them.

CHAS data identified a total housing gap of 5,885 rental units affordable and available to households at 0-30% AMI and 2,950 rental units affordable and available to households at 31-50% AMI across all of Pueblo County. This significant housing gap for the two lowest income groups among renters means that most of the households in need of these units are currently residing in units where they are paying more than 30% of their income on housing costs, making them cost-burdened. These households are at risk of becoming homeless should they experience a job loss or a decrease in their hours, a medical emergency, or any of a myriad of unexpected events that could cause them to miss one or more rent payments.

Exiting the homeless system to temporary destinations can increase the risk of someone returning to homelessness. Among homeless persons who exited programs in 2022, 25.5% did so to temporary destinations with 13.4% of those to places not meant for human habitation. Individuals who exit to temporary destinations, including locations not meant for human habitation, face a greater risk of housing instability than those exiting to permanent destinations.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

Under the HOME-ARP program, this qualifying population includes any individual or family who is fleeing, or is attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking.

The YWCA's Victims of Crime Act Report (VOCA) for July 1, 2021, through June 30, 2022, identified 348 individuals who received services, of which 281 received services for the first time. Of the 281, 47.7% were White, 5.7% were Black/African American, and 41.3% were Hispanic/Latino. The vast majority were female (87.9%). In terms of age, 14.6% were under 18 years old, 12.1% were aged 18-24, and 2.8% were 60 and older. And, 8.2% of the newly served individuals had a cognitive, physical, or mental disability. As with the general homeless population, Black/African Americans are disproportionately impacted by domestic violence than other racial/ethnic groups.

The Colorado Human Trafficking Hotline and the Pueblo Rape Crisis Services were contacted 14 times in 2022 by individuals in Pueblo County. Of those, eight were tips, two were referrals, two were informational, and two were for companionship and/or counseling. Additionally, two individuals who reached out were survivors, five were friends or family members of suspected survivors, six were community members, and one was from local law enforcement. Between 2013 to 2022, the service received a total of 67 contacts from Pueblo County. In 2022, the Pueblo Rape Crisis Services served 182 primary victims, 111 secondary victims, and fielded 130 hotline calls. Among the primary victims served, 18% were unhoused.

4. Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability, as defined by HUD in the Notice

Under the HOME-ARP program, this qualifying population includes families where providing supportive services or assistance would prevent the family's homelessness or would serve those with the greatest risk of housing instability.

Severely Cost-Burdened Households: Those at greatest risk of housing instability include 4,285 renter households at 0-30% AMI and experiencing severe cost burden (paying more than 50% of income for housing costs). This represents 22.4% of all renter households in the County. In addition, 750 renter households at 30%-50% AMI pay more than 50% of their income on housing. These 5,035 households represent a population in need of rental subsidies to maintain their housing.

Elderly: According to the 2022 APR, 9.2% of persons accessing programs were aged 62 years or older. Further complicating the problem is the concern of safety when housing elderly individuals in a temporary shelter. Many are in wheelchairs and/or have severe mobility challenges which cannot be easily accommodated in shelters.

Section 3: Current Resources Available to Assist Qualifying Populations

Homeless Qualifying Population

The following housing resources are available in the City of Pueblo/Pueblo County:

- Emergency Shelters: Two year-round shelters with 140 beds/20 units
- Rapid-Rehousing: 45 beds/20 units
- Transitional Housing: 76 year-round beds/24 units
- Permanent Supportive Housing: 41 year-round beds/19 units

During the January 2023 PIT count, 93% of the emergency shelter beds, 51.2% of the Permanent Supportive Housing beds, 100+% of rapid rehousing beds, and 96.1% of transitional housing beds were

full. Total utilization of all beds was 89.7%. Stakeholders indicated emergency shelter stays are exceeding 90 days due to lack of affordable units available for rent in the marketplace.

Rocky Mountain Human Services offers a shallow rent subsidy program for homeless veterans, which provides half the to a household for up to two years. They also offer a rapid re-housing program that serves 60-100 persons annually and provide case management services.

De La Rosa, Inc. provides the following programs/services: re-entry program, case management and tele-health services, victim services, behavioral health services, and food pantry.

Posada, Inc. provides the following services: emergency shelter for families/children, a transition shelter facility for homeless youth, operates 126 housing units including rapid re-housing, operate a new program for veterans, and will be opening a new SRO project for homeless seniors.

The Pueblo Housing Authority administers traditional public housing, one RAD development, and a Housing Choice Voucher program with 70 vouchers for veterans.

At-Risk of Homelessness Qualifying Population

Colorado Services provides the following services: eviction diversion program, rental assistance, eviction prevention with an eviction defense fund, and management of CSBG program grant funds.

Persons Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking Qualifying Population

Pueblo Rape Crisis Center provides case management, an Online HelpRoom, community referrals, crisis hotline, hospital response, court accompaniment, victim's rights services, victim compensation, prevention education, community education, and group trainings.

Other Qualifying Populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability

Rocky Mountain Human Services offers a homeless prevention program.

Colorado Services provides the following services: eviction diversion program, rental assistance, eviction prevention with an eviction defense fund, and management of CSBG program grant funds.

Section 4: Describe the Unmet Housing and Service Needs of Qualifying Populations

According to stakeholders, there is a great need for affordable rental housing, especially 1- and 2-bedroom units. The need has been exacerbated by increased competition due to a lack of inventory, increasing rental rates, and landlords who are no longer interested in participating in voucher programs. Subsidized rental units fill quickly because there is strong demand. There are landlords who are no longer willing to accept rental subsidies due to higher market rents that are obtainable from households without vouchers. Further compounding the challenge are investors buying up properties, completing minor rehabilitation elements, and then raising rents significantly, which is also limiting the supply of affordable units. Stakeholders identified also a need for a warming shelter.

1. Homeless as defined in 24 CFR 91.5

The 2022 APR listed 754 individuals served by the homeless system. According to the 2022 HIC, Pueblo has two emergency shelters, one Rapid Rehousing, two Permanent Supportive Housing, and three Transitional Housing organizations. As mentioned above, at the time of the January 2023 PIT count, all beds were at an 89.7% utilization rate. Additional Rapid Rehousing and Transitional Housing facilities are an immediate need.

Stakeholders expressed a need for larger building accommodations for overnight shelter space for persons who are service-resistant and not interested in a longer-term stabilization program. Engaging in and building relationships with service-resistant clients is made more difficult when unsheltered clients are shuffled to churches or bus stations for shelter. The connection opportunity is lost and their situation remains unchanged. There is a need for increased staffing capacity to meet the unique needs of this population to shelter more each night. Emergency shelter clients present with more intense behaviors resulting from mental illness and addiction, both of which require more intense supervision from a security standpoint to ensure the safety of staff and other clients.

Our Family reported that Crazy Faith operates their church as an Emergency Overnight Warming Center during the winter months for those in need. Their capacity is 50 individuals, but many nights they are operating over capacity at 65. Additionally, the center has served over 25,000 meals during 2022 and housed and fed 2,400 people so far during the 2022-2023 winter season. The group of people that served at the warming center often are not looking for housing. They are content living on the streets and/or camps; however, on freezing cold nights, they seek a safe place to get out of the cold. Of those staying at the warming center, 99% have voiced that they either will not or cannot stay at the other Homeless Shelter (Pueblo Rescue Mission). For those that go to the warming center and are seeking to get out of homelessness, staff can assist them. Funding is needed to get them into places. Often they are put into a motel for 1-3 months, until the center is able to get them into affordable housing. However, this is one of the most difficult challenges with such a dearth of affordable rental units.

Stakeholders discussed how chronically homeless individuals are not equipped or able to conform to standards required by most landlords. Declining mental health, drug and alcohol addiction deem them unsuitable candidates for housing standards that most landlords require. This further strengthens the need for no-fee rental applications, a universal rental application, and a single source directory listing all rentals available in the Pueblo community. There is also a need for more felon-friendly housing opportunities and a tenant ethics programs that can certify clients enabling them to be better educated about their civic responsibilities as renters. Unsheltered individuals who cannot live independently need easier access to obtain Medicaid to qualify them for long-term care, group homes, and assisted living facilities.

Stakeholders stated that Pueblo has become a hot spot for the homeless over the last four years, which further strains the capacity of the homeless system.

2. At Risk of Homelessness as defined in 24 CFR 91.5

According to the [Center on Budget and Policy Priorities](#), the average wait time for households in Pueblo County to receive housing vouchers is 12 months during which time persons who are homeless must struggle to find other living arrangements, regardless of the cost, housing condition, location, and lack of safety.

Pueblo Housing Authority (HA) has HCV authority for 1,540 vouchers but has only 1,100 vouchers currently in use. PHA has a low utilization rate due to voucher holders not being able to find units in the marketplace willing to accept the voucher. New voucher holders are having trouble finding units, resulting in the voucher expiring and the holder not able to find a unit. Further complicating the problem is that rents have increased quickly and are no longer affordable. The HVC waiting list closed in December 2022 and is now at 321 applicants.

Cost burden among 0-30% AMI and 31-50% AMI households is high in Pueblo. Among the lowest income group, 76.3% of all renter households are cost burdened; 62.3% are severely cost-burdened. In other words, nearly 8 in 10 renters at 0-30% AMI are living in housing they cannot afford. Among the 4,095 renters at 31-50% AMI, 70.9% are cost-burdened; however, the degree of severe cost burden is significantly less among this income group. These households reside in housing units that are more costly than what would be considered affordable to them. Moreover, this does not consider additional living expenses such as food, health care, transportation, childcare, and such. Stakeholders confirmed that the supply of affordable options for housing persons and families exiting the homeless system is severely insufficient to meet growing needs among the qualifying populations.

Table 3. City of Pueblo Cost-Burdened Renter Households

	Total		Cost-burdened		Severely Cost-burdened	
	#	%	#	%	#	%
Total Renters	19,165	100.0%	9,890	51.6%	5,280	27.6%
30-50% AMI	4,095	21.4%	2,905	70.9%	750	18.3%
0-30% AMI	6,885	35.9%	5,255	76.3%	4,285	62.3%

Source: CHAS data, 2015-2019

Stakeholders stated the importance of working with those in need before they become homeless. An increase in programs and outreach could help be proactive and save individuals from a timely struggle of getting back on track if such programs could be more proactive as opposed to reactive. The issue of generational financial struggles and homelessness needs to be addressed. It can be especially difficult to change circumstances that most have only ever known. Stakeholders are noticing this trend and are currently helping many multi-generational families.

Due to the expiration of eviction moratoria, which offered protection for many low-income renter households, coupled with escalating rents, lack of affordable housing inventory, and continued economic effects of the COVID-19 pandemic, the homeless system in Pueblo experienced significant strains. It lacks the capacity across all systems to address the unmet needs of all qualifying populations. This includes staff capacity, inventory capacity, and resource capacity to appropriately address growing needs among all of the QPs. Service providers and shelters alike experience ongoing staffing shortages that contribute to these capacity challenges in the face of a rapidly changing housing market.

3. Fleeing, or Attempting to Flee, Domestic Violence, Dating Violence, Sexual Assault, Stalking, or Human Trafficking, as defined by HUD in the Notice

According to stakeholders, clients fleeing domestic violence are in immediate need of safe emergency shelter and shelters are not always the best for persons with children who are fleeing. Family units are

needed. Additionally, housing units with 2- to 3-bedrooms are ideal for those fleeing with children. Longer-term private housing units are needed to keep victims safe from their abusers. Rental assistance is needed as some abusers will stop paying family court-ordered rent which can cause the eviction of a survivor. There is no emergency funding source to assist these households to help avoid eviction. Additional services needed for these households include therapy and substance abuse services, counseling (and for children), job readiness, and financial planning. There is a need for affordable childcare and transportation.

In terms of those who experienced human trafficking, stakeholders reported a need for safe and affordable housing as well as therapy and trauma/therapeutic services. Victims of domestic/sexual violence need housing with services attached for both adults and children.

Types of housing units needed for this QP include:

- Safe and secure emergency/special housing that is not in a shelter is paramount, especially for those fleeing human trafficking
- Individual, safe spaces
- Family shelter space as well as permanent supportive housing for families
- Individual units that accept pets

Types of services needed for this QP include:

- Middle-of-the-night services for intake and processing of applications when crises occur
- Access to comprehensive wrap-around services including: easily accessible mental health and trauma counseling, addiction services, legal assistance, immigration assistance, and multilingual language assistance especially Spanish.

Stakeholders indicated barriers to stable housing for persons fleeing human trafficking include lifelong issues as a result of the trauma they experienced. People living with trauma have a difficult time going through the necessary steps to maintain their housing and their health. Many are in survival mode and struggle with day-to-day responsibilities. There are also more families living in cars for long periods of time. Individuals and households in rural/low-capacity areas have a harder time accessing services, particularly with a lack of transportation to services.

4. Other populations requiring services or housing assistance to prevent homelessness and other populations at greatest risk of housing instability as defined by HUD in the Notice

Veterans: The 2022 APR identified 37 homeless veterans. Continuity of assistance is important so veteran households do not regress and have to start over identifying services and housing options. Providing permanently affordable options with supportive services could help address this need. Rocky Mountain Human Services offers a shallow rent subsidy program for homeless veterans, which provides half the to a household for up to two years. They also offer a rapid re-housing program that serves 60-100 persons annually and provide case management services.

Persons with Disabilities: Over 80% of homeless individuals assisted listed a physical, mental, or chronic health condition. For people with disabilities, accessible housing is a continuing and critical need, ranging from individuals in wheelchairs to medical beds and in-home healthcare services in order to

maintain housing stability. There is a severe need for permanent supportive housing that can accommodate persons with disabilities.

Stakeholders indicated a need for assisted living type of units for persons with brain injuries as they cannot find permanent supportive housing for these households. There is a need for affordable housing units for elderly/disabled households who receive a monthly SSI check in the amount of \$841. With rent for a 1-bedroom unit between \$900-\$950 per month, these households cannot afford to rent without a subsidy. According to stakeholders, two years ago it would only take two weeks to find a unit for these households; now, it takes six months.

The 2021 [Pueblo Housing Assessment and Strategy](#) reported the 2019 PIT identified more than 250 individuals/ families at imminent risk of homelessness. About 50% of those identified are affected by chronic physical disability or mental illness. Additionally, almost 21% of the City population identified as having a physical or cognitive disability. More than 39% of citizens with a disability are living below the poverty line.

According to the Co-Chair of the Pueblo ADA Committee, at the time of the January 2022 PIT count, 56% of the unhoused persons had one or more disabilities indicating a need for more services for this population.

Youth: The APR lists 54 individuals accessing programs who were aged 18-24. According to stakeholders, Anchor Housing, Inc. developed Connect Home which has 20 vouchers for youth aging out of foster care (18-21 year olds). This program is encountering issues with placing vouchers including difficulty finding landlords to accept the vouchers, the tenant assessment questionnaire that landlords use to screen tenants almost automatically excludes those with vouchers, and the FMRs for vouchers are not high enough to meet market rates rents which limit the number of available units in the marketplace.

Section 5: Identify Gaps within the Shelter, Housing Inventory, and Service System

Based on the stakeholder consultations and data analysis, the following gaps were identified.

- There is a housing gap of 8,805 rental units affordable and available for 0-30% AMI and 31-50% AMI renter households.
- According to stakeholders, 1-bedroom and 2-bedroom affordable units are the most in demand to house persons and families exiting the homeless system.
- Wrap-around services, including case management, are needed. Other needed services include employment training, transportation, financial literacy, childcare, mental and physical health care, etc. In addition, affordable, subsidized, felon-friendly, housing, assisted living facilities, group homes and long-term care housing.
- Only about 58.5% of those who exited homelessness in 2022 did so to positive destinations.
- There are 5,035 renter households that are in need of rental subsidies to maintain their housing, equivalent to more than 30% of all City renters.
- There is a need to extend services to low-capacity or rural area residents. Service agencies lack the staffing capacity to expand to outlying areas and provide dedicated resources and services. Operational support is integral to the continued provision of services. Augmenting operating dollars is needed to ensure that programs can have the financial supports necessary to expand staff to extend service delivery.

- Response time and extended lengthy steps are barriers to getting clients engaged with prescribers for mental health and addiction treatment. There is a need to have organizations have multi-disciplinary team meetings with each other to maximize benefits to clients.

Section 6: Additional Characteristics Associated with Instability and Risk of Homelessness

No additional comments.

Section 7: Identify Priority Needs for Qualifying Populations

Based on stakeholder consultations and data analysis, the priority needs among the Qualifying Populations are affordable and supportive housing solutions. This includes, but is not limited to, the following:

- Affordable rental housing for 0-30% AMI households
- Increase in Rapid Rehousing and Transitional Housing facilities
- Emergency shelter expansion for those fleeing domestic violence, sexual violence, sexual assault, dating violence and human trafficking
- Emergency or transitional housing for youth fleeing from sex trafficking
- Increased investment in supportive services
- Need for Housing Navigator Services to help the homeless get housed and receive the necessary services
- TBRA is needed for the elderly, the disabled, families with children and youth aging out of foster care

Section 8: How the Level of Need and Gaps was Determined

In addition to feedback from stakeholder consultation sessions, the following sources were consulted to determine the housing and service needs and gaps for HOME-ARP qualifying populations:

- American Community Survey (ACS), 2017-2021
- HUD Comprehensive Housing Affordability Strategy (CHAS), 2015-2019
- Colorado Balance of State Continuum of Care 2023 Housing Inventory Count (HIC)
- City of Pueblo HUD Annual Performance Report, 01/01/2022 – 12/31/2022
- YWCA's Victims of Crime Act Report (VOCA) for 07/01/2021-06/30/2022
- *The Pueblo Housing Assessment and Strategy* report from September 2021
- [Center on Budget and Policy Priorities](#).

HOME-ARP Activities

Section 1: Describe the method(s) that will be used for soliciting applications for funding and/or selecting developers, service providers, subrecipients and/or contractors

Pueblo will utilize open, competitive solicitations for proposals through a Request for Proposals (RFP) and create additional application processes, if necessary, all of which will be in alignment with HOME, HOME-ARP, and OMB regulations, as well as city procurement rules and processes. Information on the qualified populations and program requirements will be included at the time of application/proposal solicitation, submission, and review. In order to be as efficient as possible with the funds, existing solicitation methods will be used to accept applications for HOME-ARP funding. Applicants will be provided with documentation on HOME-ARP-specific requirements as supplements to these existing processes prior to the time of application or during the application process.

In addition to soliciting applications through a HOME-ARP RFP, Pueblo may provide HOME-ARP funding to developers that have applied, or will apply, for Low-Income Housing Tax Credit (LIHTC) projects proposed where an unmet need for qualifying populations was identified through the needs assessment.

The RFP for the development of affordable rental housing will include bonus points that leverage other resources, such as project-based rental assistance. Proposals will be evaluated according to criteria such as organizational or developer experience, capacity, demonstrated effective grant management experience, services offered, housing need, project readiness, and leveraged resources, among other factors. The RFP process for both eligible activities will be finalized once HUD approves the city's Allocation Plan.

2. Describe whether the PJ will administer eligible activities directly:

Pueblo will not administer its HOME-ARP activities directly other than administration and planning activities.

3. If any portion of the PJ's HOME-ARP administrative funds are provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan because the subrecipient or contractor is responsible for the administration of the PJ's entire HOME-ARP grant, identify the subrecipient or contractor and describe its role and responsibilities in administering all of the PJ's HOME-ARP program:

No HOME-ARP administrative funds have been provided to a subrecipient or contractor prior to HUD's acceptance of the HOME-ARP allocation plan.

Table 4. Use of HOME-ARP Funding

	Funding Amount	Percent of the Grant	Statutory Limit
Supportive Services	\$ 472,740.00		
Acquisition and Development of Non-Congregate Shelters			
Tenant Based Rental Assistance (TBRA)			
Development of Affordable Rental Housing	\$ 2,000,000.00		
Non-Profit Operating	\$ 154,546.25	5 %	5%
Non-Profit Capacity Building	-	0 %	5%
Administration and Planning	\$ 463,638.75	15 %	15%
Total HOME ARP Allocation	\$ 3,090,925.00		

4. Describe how the PJ will distribute HOME-ARP funds in accordance with its priority needs identified in its needs assessment and gap analysis:

The HOME-ARP budget was driven by the priority needs identified as a result of stakeholder consultation and thorough data analysis. Pueblo's budget reflects the planned development of affordable rental units and the provision of supportive services. This decision was based on the following priority needs:

- Increased affordable rental housing for individuals and families (all QPs)
- Increased supportive services (all QPs)

Pueblo will allocate 64.7% of its HOME-ARP grant toward the development of affordable rental housing for qualifying populations. Another 15.3% of funds will be invested in supportive services for all qualifying populations. Five percent of the grant is allocated for nonprofit operating expenses for nonprofit organizations that receive HOME-ARP funding for another eligible activity. The remaining 15% will be allocated to program administration.

5. Describe how the characteristics of the shelter and housing inventory, service delivery system, and the needs identified in the gap analysis provided a rationale for the plan to fund eligible activities:

The need to increase the inventory of affordable rental units and expand supportive services in Pueblo for HOME-ARP qualifying populations is based on the following:

- There is a housing gap of 8,805 rental units affordable and available for 0-30% AMI and 31-50% AMI renter households.
- According to stakeholders, 1-bedroom and 2-bedroom affordable units are the most in demand to house persons and families exiting the homeless system.
- Wrap-around services, including case management, are needed. Other needed services include employment training, transportation, financial literacy, childcare, mental and physical health care, etc. In addition, affordable, subsidized, felon-friendly, housing, assisted living facilities, group homes and long-term care housing.
- Only about 58.5% of those who exited homelessness in 2022 did so to positive destinations.
- There are 5,035 renter households that are in need of rental subsidies to maintain their housing, equivalent to more than 30% of all City renters.
- There is a need to extend services to low-capacity or rural area residents. Service agencies lack the staffing capacity to expand to outlying areas and provide dedicated resources and services.

Operational support is integral to the continued provision of services. Augmenting operating dollars is needed to ensure that programs can have the financial supports necessary to expand staff to extend service delivery.

- Response time and extended lengthy steps are barriers to getting clients engaged with prescribers for mental health and addiction treatment. There is a need to have organizations have multi-disciplinary team meetings with each other to maximize benefits to clients.

HOME-ARP Production Housing Goals

1.Estimate the number of affordable rental housing units for qualifying populations that the PJ will produce or support with its HOME-ARP allocation:

Pueblo estimates it can create 5-6 affordable rental housing units at a cost of \$300,000-\$325,000/unit.

This estimate may change depending on project applications and the layering of other funding sources.

2.Describe the specific affordable rental housing production goal that the PJ hopes to achieve and describe how the production goal will address the PJ's priority needs:

Pueblo estimates the development of 5-6 affordable rental housing units for qualifying populations will assist in increasing the inventory of deeply affordable housing with the goal of assisting persons who are staying in emergency shelters, transitional housing, and rapid rehousing for several months due to a lack of affordable rental housing as well as those who are cost burdened.

Preferences

Section 1: Identify whether the PJ intends to give preference to one or more qualifying populations or a subpopulation within one or more qualifying populations for any eligible activity or project:

Pueblo will provide access for all Qualifying Populations but will include a preference for chronically homeless individuals and families giving them priority for admission above all other Qualifying Populations. All other Qualifying Populations will be served on a first-come, first-served basis (i.e., in chronological order). In addition, chronically homeless individuals and families will be prioritized for admission based on the length of time they have been homeless.

Section 2: If a preference was identified, explain how the use of a preference or method of prioritization will address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

A preference for the chronically homeless was identified to give the highest priority to individuals and families who have the greatest need for permanent affordable rental housing with a strong component of supportive services to prevent recidivism and maintain stable housing.

3. If a preference was identified, describe how the PJ will use HOME-ARP funds to address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the preference.

Pueblo will establish a preference for chronically homeless individuals and families for its HOME-ARP activities. All other eligible Qualifying Populations will be selected in chronological order for any rental units not occupied by chronically homeless QP applicants. Chronically homeless QP applicants will be prioritized for admission for occupancy based on the length of time they have been homeless.

Referral Methods

1. Identify the referral methods that the PJ intends to use for its HOME-ARP projects and activities. PJ's may use multiple referral methods in its HOME-ARP program. (Optional):

Pueblo intends to use a project-specific waiting list for its HOME-ARP activities, providing access to apply for placement for all Qualifying Populations with a preference for homeless individuals and families. The City will work with its local and regional stakeholders to identify eligible individuals and families.

2. If the PJ intends to use the coordinated entry (CE) process established by the CoC, describe whether all qualifying populations eligible for a project or activity will be included in the CE process, or the method by which all qualifying populations eligible for the project or activity will be covered. (Optional):

Pueblo intends to use a project-specific waiting list for its HOME-ARP activities, providing access to apply for placement for all Qualifying Populations with a preference for homeless individuals and families. The City will work with its local and regional stakeholders to identify eligible individuals and families.

3. If the PJ intends to use the CE process established by the CoC, describe the method of prioritization to be used by the CE. (Optional):

Not applicable.

4. If the PJ intends to use both a CE process established by the CoC and another referral method for a project or activity, describe any method of prioritization between the two referral methods, if any. (Optional):

Not applicable.

Limitations in a HOME-ARP Rental Housing

1.Describe whether the PJ intends to limit eligibility for a HOME-ARP rental housing or NCS project to a particular qualifying population or specific subpopulation of a qualifying population identified in section IV.A of the Notice:

Pueblo will not include any limitations for eligibility for its HOME-ARP program.

2.If a PJ intends to implement a limitation, explain why the use of a limitation is necessary to address the unmet need or gap in benefits and services received by individuals and families in the qualifying population or subpopulation of qualifying population, consistent with the PJ's needs assessment and gap analysis:

Not applicable.

3.If a limitation was identified, describe how the PJ will address the unmet needs or gaps in benefits and services of the other qualifying populations that are not included in the limitation through the use of HOME-ARP funds (i.e., through another of the PJ's HOME-ARP projects or activities):

Not applicable.

Appendix A: Stakeholder Consultation Materials

Stakeholder Chart
HOME-ARP Allocation Plan
Pueblo, CO

Type of Organization	Contact Name	Title	Name of Organization
Continuum of Care Serving Participating Jurisdiction	Teah Miller	CoC Lead	Health Solutions
	Veronica Gold	Housing Stability Case Manager	Posada
	Kathy Cline	Board Member	Community Member
	Jimmy Duffner	Board Member	Community Member
	Jose Garcia	Transition Specialist	Independent Living Center
	Molly Seggerman	Re-Entry Coordinator	Pueblo County,Sheriffs Departmetn
	Ben Strand	Veterans Support Specialist	Rocky Mountain Human Services
	Maureen White	Executive Director	YWCA
Emergency Shelter Providers (including DV providers)	Maureen White	Executive Director	YWCA
	Melanie Rapier	Executive Director	Pueblo Rescue Mission
	La Tonya Yarbrough	Support Service Case Manager	Posada
	Lonnie Kainz		Crazy Faith Ministries
Homeless/Supportive Service Providers	Kim Bowman	Executive Director	Posada
	Teah Miller	Director of Crisis Services	Health Solutions
	Maureen White	Executive Director	YWCA
	Melanie Rapier	Executive Director	Pueblo Rescue Mission
Veteran's Groups	Ben Strand	Veterans Support Specialist	Rocky Mountain Human Services
	Adrian Medina	Veterans SVC Officier	Pueblo County, Dept. Human Services
	Sal Katz	Operations Manager	Mt. Carmel Veterans Service Center
Public Housing Authority	Steven Trujillo	Executive Director	Housing Authority of the City of Pueblo
	Pat Rivas	Asst. Executive Director	Housing Authority of the City of Pueblo
Public Agencies that address needs of person's experiencing homelessness	Cory Higbee	Executive Director	Pueblo Cooperative Care Center
	Kirsten Taylor	Executive Director	Pueblo Rape Crisis Services
	Charles Davis	Executive Director	Crossroads Turning Points
	Jude Solano	Executive Director	Southern Colorado Harm Reduction
	Jayne Mazur	Interim Executive Director	Catholic Charities
	Michael Botollo	HB 1451 Coordinator	D60 Colaborative Management Program
	Kim Bowman	Executive Director	Posada
	Kristine Zeitvogel		
Public or Private Agencies that address Fair Housing, Civil Rights and the needs of persons with disabilities	Gail Rodosevich	Pro Bono Coordinator	Colorado Legal Services
	Laura Leyba	Commissioner	ADA Commission
	Dr. Callico S. Vargas	Chair	Human Relations Commission
	Jose Garcia	Transition Specialist	Independent Living Center
	Stephanie Garcia	Executive Director	ARC of Pueblo
	Roxana Mack	President	NAACP



HOME-ARP Stakeholder Consultations



Please join us to discuss the federal HOME-ARP funds received by the City and County of Pueblo, the Qualifying Populations that may receive assistance, and eligible uses of program funding. Stakeholders will be asked how these funds may address community housing needs and gaps in services related to this program.

For additional details about HOME-ARP, [view this video](#).

Wednesday, Jan 25, 2023

9:00-10:00AM Continuum of Care

Meeting link: <https://meet.goto.com/881388613>

Join via phone: +1 (872) 240-3212

Access code: 881-388-613

1:00-2:00PM Homeless Service Providers

Meeting link: <https://meet.goto.com/509275573>

Join via phone: +1 (872) 240-3212

Access code: 509-275-573

3:00-4:00PM Domestic Violence and Human Trafficking Service Providers

Meeting link: <https://meet.goto.com/715231133>

Join via phone: +1 (872) 240-3311

Access code: 715-231-133

Thursday, Jan 26, 2023

9:00-10:00AM Veterans Organizations

Meeting link: <https://meet.goto.com/715953461>

Join via phone: +1 (312) 757-3121

Access code: 715-953-461

11:00-12:00PM Public Housing Agencies

Meeting link: <https://meet.goto.com/293134509>

Join via phone: +1 (571) 317-3122

Access code: 293-134-509

2:00-3:00PM Public Agencies Addressing Needs of At Risk for Homelessness and Persons with Disabilities

Meeting link: <https://meet.goto.com/951786421>

Join via phone: +1 (224) 501-3412

Access code: 951-786-421

Friday, Jan 27, 2023

9:00-10:00AM Organizations Addressing Civil Rights and Fair Housing

Meeting link: <https://meet.goto.com/389460837>

Join via phone: +1 (408) 650-3123

Access code: 389-460-837

For additional information, please contact:
Jared Miera, mieraj@pueblocounty.us | Bryan Gallagher, bgallagher@pueblo.us

HOME-ARP ALLOCATION PLAN: PUBLIC INPUT/PARTICIPATION



City of Pueblo, Co.

January 10

1

AGENDA

What is HOME-ARP?

Allocation amount

Qualifying populations

Eligible activities

Next steps

Discussion

2

THE HOME-AMERICAN RESCUE PLAN (ARP)

SEC. 3205. HOMELESSNESS ASSISTANCE AND SUPPORTIVE SERVICES PROGRAM.

Provides \$5 billion of supplemental HOME funds to assist individuals or households who are homeless, at risk of homelessness and other vulnerable populations by providing housing, rental assistance, supportive services, and non-congregate shelter.

City of Pueblo, CO HOME-ARP Allocation \$3,090,925

3

QUALIFYING POPULATIONS

Homeless, as defined in section 103(a) of the McKinney-Vento Homeless Assistance Act

At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act

Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary

Other populations who do not qualify under any of the populations above but meet one of the following criteria:

- (a) Other families requiring services or housing assistance to prevent homelessness
- (b) Those at greatest risk of housing instability

4

HUD HOME-ARP DEFINITION HOMELESS



an individual or family who lacks a fixed, regular, and adequate nighttime residence



an individual or family with a primary nighttime residence that is a public or private place not meant for human habitation, including a car, park, abandoned building, bus or train station, airport, or camping ground



an individual or family living in shelter designated to provide temporary living arrangements



an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided



an individual or family who will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels

5

HUD HOME-ARP DEFINITION AT RISK OF HOMELESSNESS

Income at or below 30% AMI,
Lacks sufficient resources to attain
housing stability and meets at least
one of these criteria:



Multiple Moves: Has moved because of economic reasons two or more times during the 60 days immediately preceding the application for assistance



Doubled Up: Is living in the home of another because of economic hardship



Hotel/Motel: Lives in a hotel or motel and the cost is not paid for by charitable organizations or by federal, state, or local government programs for low-income individuals



Overcrowded Housing: Lives in a single room occupancy (SRO) or efficiency apartment unit where two or more persons reside or where there are more than one-and-a-half persons per room



Exiting Institution: Is exiting a publicly funded institution or system of care (e.g., jail, prison, psychiatric hospital, etc.)

6

ELIGIBLE ACTIVITIES



PRODUCTION
OR
PRESERVATION
OF AFFORDABLE
HOUSING



TENANT-BASED
RENTAL
ASSISTANCE
(TBRA)



SUPPORTIVE
SERVICES,
HOMELESS
PREVENTION
SERVICES, AND
HOUSING
COUNSELING



PURCHASE AND
DEVELOPMENT
OF NON-
CONGREGATE
SHELTER



NONPROFIT
OPERATING
AND CAPACITY
BUILDING

7

DISCUSSION/INPUT

8

NEXT STEPS

Comments from these stakeholder consultations will be considered when drafting the HOME-ARP Allocation Plan

15-day public comment period and public hearing on Draft HOME-ARP Allocation Plan planned for February (date TBD)

Submission of the HOME-ARP Allocation Plan anticipated before March 31

9

FOR MORE INFORMATION

For additional information, contact:
Bryan Gallagher, Director
Department of Housing and Citizen Services

bgallagher@pueblo.us

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HOME-ARP ALLOCATION PLAN: STAKEHOLDER PARTICIPATION



City of Pueblo, Co.

January 25, 2023
January 26, 2023
January 27, 2023

1

AGENDA

What is HOME-ARP?

Allocation amount

Qualifying populations

Eligible activities

Next steps

Discussion

2

THE HOME-AMERICAN RESCUE PLAN (ARP)

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City of Pueblo, CO HOME-ARP Allocation \$3,090,925

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QUALIFYING POPULATIONS

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At-risk of homelessness, as defined in section 401(1) of the McKinney-Vento Homeless Assistance Act

Fleeing, or attempting to flee, domestic violence, dating violence, sexual assault, stalking, or human trafficking, as defined by the Secretary

Other populations who do not qualify under any of the populations above but meet one of the following criteria:

- (a) Other families requiring services or housing assistance to prevent homelessness
- (b) Those at greatest risk of housing instability

4

HUD HOME-ARP DEFINITION HOMELESS



an individual or family who lacks a fixed, regular, and adequate nighttime residence



an individual or family with a primary nighttime residence that is a public or private place not meant for human habitation, including a car, park, abandoned building, bus or train station, airport, or camping ground



an individual or family living in shelter designated to provide temporary living arrangements



an individual who resided in a shelter or place not meant for human habitation and who is exiting an institution where he or she temporarily resided



an individual or family who will imminently lose their housing, including housing they own, rent, or live in without paying rent, are sharing with others, and rooms in hotels or motels

5

HUD HOME-ARP DEFINITION AT RISK OF HOMELESSNESS

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housing stability and meets at least
one of these criteria:



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Hotel/Motel: Lives in a hotel or motel and the cost is not paid for by charitable organizations or by federal, state, or local government programs for low-income individuals



Overcrowded Housing: Lives in a single room occupancy (SRO) or efficiency apartment unit where two or more persons reside or where there are more than one-and-a-half persons per room



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6

ELIGIBLE ACTIVITIES



PRODUCTION
OR
PRESERVATION
OF AFFORDABLE
HOUSING



TENANT-BASED
RENTAL
ASSISTANCE
(TBRA)



SUPPORTIVE
SERVICES,
HOMELESS
PREVENTION
SERVICES, AND
HOUSING
COUNSELING



PURCHASE AND
DEVELOPMENT
OF NON-
CONGREGATE
SHELTER



NONPROFIT
OPERATING
AND CAPACITY
BUILDING

7

DISCUSSION/INPUT

8

NEXT STEPS

Comments from these stakeholder consultations will be considered when drafting the HOME-ARP Allocation Plan

15-day public comment period and public hearing on Draft HOME-ARP Allocation Plan planned for February (date TBD)

Submission of the HOME-ARP Allocation Plan anticipated before March 31

9

FOR MORE INFORMATION

For additional information, contact:
Bryan Gallagher, Director
Department of Housing and Citizen Services

bgallagher@pueblo.us

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The City of Pueblo, CO HOME ARP Stakeholder Session #1- Continuum of Care
January 25, 2023, 9:00am- Virtually via Goto Meeting

Total Attendees: 6

I. HOME ARP Program Overview Powerpoint Presentation by M&L

II. Stakeholder Input on Needs

- Need affordable housing units, especially for 1BR and 2BR units.
- Need assisted living type of units for persons with brain injuries. Can't find permanent supportive housing for these households.
- Need for affordable housing units for elderly/disabled households. They typically receive a month check for SSI in the amount of \$841 but rents for 1BR units are between \$900-\$950 per month. Two years ago, it would only take 2 weeks to find a unit for these households, now it takes 6 months.
- 2BR units have FMRs of \$1,124 but market rates are between \$1,500 and \$1,800 per month. 3BR FMRs are \$1,800 but market rates is \$2,500-\$2,800/
- Wrap around services are needed and include:
 - Intensive Case Management
 - Life skills
 - Budgeting,
 - Tenant readiness programs
 - Access to mental health counseling
 - Substance abuse
- Barriers include:
 - Landlords are increasing rents too fast and investors buying up properties, doing minor rehab and raising rents significantly which is limiting the supply of affordable units.
 - Tenants are being forced to move due to rapidly raising rents.
 - FMRs not keeping up with rents.
 - Coordinated entry must help with addressing the barriers
 - Criminal history is a barrier since landlords do not want to rent to individuals with criminal histories.
- Need for landlord incentives such as double deposits for tenants if they have never rented before.
- Housing coordinators planning on recruiting new landlords.
- Information from the Pueblo School District rep:
 - 480 students qualify under McKinney-Vento
 - School district does not have a housing program but referrals for housing have increased by 300% over last year.
 - Increase of families from outside of US and/or US households moving into the Pueblo School District.
 - Evictions are increasing across the district

- Housing appraisal fees are really high.
 - Lack of affordable housing is a real issue.
 - Landlords selling properties which are causing evictions of families. This causes at risk of homelessness
 - Other at-risk issues are the high cost of utilities and food insecurity.
- Keeping people housed is a challenge.
 - More Rapid Re-housing is needed but the challenge is finding available and affordable units. Takes 6 months to find units now.
 - TBRA is needed for:
 - Elderly
 - Disabled
 - Families with children
 - Youth aging out of foster care.
 - Youth services are also needed.
 - Need more accessible, affordable units.

III. Next steps and timeframe for completion

Pueblo CO HOME-ARP: Continuum of Care Attendees

GoToMeeting

Summary

Meeting Date

January 25, 2023 10:55 AM EST

Meeting Duration

68 minutes

Number of Attendees

7

Meeting ID

881-388-613

Details

Name	Email Address	Join Time	Leave Time	Time in Session (minutes)
+17192406640		11:09 AM	11:21 AM	11
Alexis Ellis		11:00 AM	12:04 PM	64
Bill Wasielewski, M&L		10:55 AM	12:04 PM	68
Jared Miera = PCDHS		11:00 AM	11:35 AM	34
Jose Garcia	jgarcia@ilcpueblo.org	11:01 AM	12:01 PM	60
Veronica Gold	veronica.gold@posadapueblo.org	11:03 AM	12:04 PM	60
james		11:17 AM	12:04 PM	46

The City of Pueblo, CO HOME ARP Stakeholder Session #2- Homeless Shelters and Providers
January 25, 2023, 1:00 pm- Virtually via Goto Meeting

Total Attendees: 2

Note: No shelters participated in this session due to PIT count. We held a make-up session where shelters did participate on 2/2/23 and provided input. Check those notes for Session #8.

I. HOME ARP Program Overview Powerpoint Presentation by M&L

II. Stakeholder Input on Needs

- There are three shelters in Pueblo- Pueblo Rescue Mission, YWCA, and a domestic violence shelter. However, there are no family shelters in Pueblo.
- Many families living in cars since they can't find affordable units and it can take up to 6 months for find available and affordable units.
- Need to add a warming shelter.
- Information from the Pueblo School District rep who participated for second time:
 - 480 students qualify under McKinney-Vento
 - School district does not have a housing program but referrals for housing have increased by 300% over last year.
 - Increase of families from outside of US and/or US households moving into the Pueblo School District.
 - Evictions are increasing across the district
 - Housing appraisal fees are really high.
 - Lack of affordable housing is a real issue.
 - Landlords selling properties which are causing evictions of families. This causes at risk of homelessness
 - Other at-risk issues are the high cost of utilities and food insecurity.

III. Next steps and timeframe for completion

Pueblo, CO HOME-ARP: Homeless Service Providers Attendees

Summary

GoToMeeting

Meeting Date January 25, 2023 2:55 PM EST **Meeting Duration** 19 minutes **Number of Attendees** 3 **Meeting ID** 3 509-275-573

Details

Name	Email Address	Join Time	Leave Time	Time in Session (minutes)
Alexis Ellis		2:58 PM	3:15 PM	16
Bill Wasielewski, M&L		2:55 PM	3:15 PM	19
James		3:02 PM	3:15 PM	12

The City of Pueblo, CO HOME ARP Stakeholder Session #3- Domestic Violence and Trafficking
January 25, 2023, 3:00 pm- Virtually via Goto Meeting

Total Attendees: 3

Note: Participant included representative from the Pueblo Rape Crisis Center which also deals with trafficking issues.

I. HOME ARP Program Overview Powerpoint Presentation by M&L

II. Stakeholder Input on Needs

- The Rape Crisis Center will provide actual data for sexual assaults and human trafficking which can be included in gaps and needs analysis.
- Gaps and Needs include:
 - Victims of domestic/sexual violence need housing with services attached which also allows for children.
 - Trauma services/counseling needed.
 - Mental health counseling
 - These are very complex cases which need lots of services.
- Types of units in-demand include:
 - Safe and secure emergency/special housing that is not a shelter is paramount, especially those fleeing human and/or sexual trafficking.
 - Need for individual, safe spaces.
 - Family shelter space as well as permanent supportive housing for families
 - Individual units that accept pets.
- Types of services needed for those fleeing Human/Sex Trafficking:
 - Middle of the night services for in-take and processing of application to deal with the crisis.
 - Access to comprehensive wrap around services including:
 - Mental health and trauma counselling that is easily accessible.
 - Addiction services
 - Legal assistance
 - Immigration assistance
 - Multilingual assistance especially Spanish.
- Need for safe, affordable units with wrap around services.
- Barriers to stable housing for persons fleeing sexual and human trafficking include:
 - Lifelong issues as a result of the trauma they faced.
 - More families living in cars for long periods of time.
 - Legal immigrant status (i.e. fear of the system and asking for help).
 - Speaking a language other than English.
 - People living with trauma have a hard time jumping through the necessary hoops to maintain their housing and their health. Most are just trying to get through the day.

- Rural/low-capacity areas have issues including:
 - Sexual violence is happening everywhere but harder to access services in these areas.
 - Transportation to services is an issue.

III. Next steps and timeframe for completion

Pueblo, CO HOME-ARP: Domestic Violence and Human Trafficking
Service Providers Attendees

Summary

Meeting Date January 25, 2023 4:56 PM EST Meeting Duration 56 minutes Number of Attendees 4 Meeting ID 715-231-133

GoToMeeting

Details

Name	Email Address	Join Time	Leave Time	Time in Session (minutes)
+17196719280		5:03 PM	5:51 PM	47
Alexis Ellis		4:58 PM	5:51 PM	52
Bill Wasielewski, M&L		4:56 PM	5:52 PM	56
Kirsten Taylor		5:07 PM	5:51 PM	43

The City of Pueblo, CO HOME ARP Stakeholder Session #4- Veterans Organizations
January 26, 2023, 9:00 am- Virtually via Goto Meeting

Total Attendees: 4

Note: Participant included representative Rocky Mountain Human Services which runs various programs for Veterans including those who are homeless or at-risk of homelessness.

I. HOME ARP Program Overview Powerpoint Presentation by M&L

II. Stakeholder Input on Needs

- Rocky Mountain Human Services offers a homeless vets a shallow rent subsidy program which provide ½ of rent to a household for up to 2 years. They also offer a rapid re-housing program which serves 60-100 persons per year. They also provide case management services. The average income of the persons served is -30-50% AMI.
- Rocky Mountain Human Services also offers a homeless prevention program.
- Gaps in Services include:
 - Lack of affordable, 1BR units that are available. It can take months to find a unit that will meet the programs Rent Reasonableness.
 - 1BR units are between \$800-\$1200 per month not including utilities.
 - Hard to find landlords that will participate in the programs. They have numerous applications for their units and they generally select the most qualified, with the best credit scores and no criminal history.
 - Landlords who do participate in the programs do not have any available units to rent.
 - Homeless prevention program funds runs out quickly each year. The prevention program provides funds for past due rents for tenants of units.
 - There is a need for legal services, especially applying for social security, for the vets participating in these programs.
 - Transportation is needed.
 - Mental health services are needed.
 - Budgeting assistance and financial literacy is needed.
 - Car repair programs are needed to insure they remained employed and get to job if car breaks down.
 - Need for housing navigator to assist with assisting vets with all housing and services needs.
- Chronic Homelessness is a big issue for vets.
- At-Risk Issues for housing stability include:
 - Mental health counseling
 - Substance abuse programs
- Right Place is a new, 35 unit permanent supportive housing development that has helped to address some of the needs for affordable units. But an additional 20 units will be needed in the market place to achieve “functional 0” homelessness for vets.

- TBRA could be used with several of the programs Rocky Mountain Human Services provides to keep vets housed longer once their subsidies are exhausted and to address at risk of homeless issues.

III. Next steps and timeframe for completion

Pueblo, CO HOME-ARP: Veterans Organizations Attendees

Summary

GoToMeeting

Meeting Date

January 26, 2023 10:57 AM EST

Meeting Duration

59 minutes

Number of Attendees

4

Meeting ID

715-953-461

Details

Name	Email Address	Join Time	Leave Time	Time in Session (minutes)
Alexis Ellis	bstrand@rmhumanservices.org	10:58 AM	11:56 AM	58
Benjamin Strand		11:01 AM	11:56 AM	55
Bill Wasielewski, M&L		10:57 AM	11:56 AM	59
Bryan Gallagher		10:57 AM	11:56 AM	58

The City of Pueblo, CO HOME ARP Stakeholder Session #5- Pueblo Housing Authority

January 26, 2023, 11:00 am- Virtually via Goto Meeting

Total Attendees: 4

I. HOME ARP Program Overview Powerpoint Presentation by M&L

II. Stakeholder Input on Needs

- Housing Authority has public housing and section 8 program. Also carries out LIHTC projects, rural housing programs, have capacity to provide project based vouchers to units, and have 70 vouchers for veterans.
- Current market conditions include:
 - Housing Authority has voucher authority for 1540 units but can only put 1100 on the street. They are also encountering low utilization rates due to holders not being able to find units in the market place willing to accept the voucher.
 - New voucher holders having trouble finding units which is resulting in the voucher expiring and the holder not able to find a unit.
 - Rents have increased quickly and they are so high now they aren't affordable.
 - No inventory.
 - Section 8 waiting list closed in December and now is 321.
 - Need is for 1BR units for younger people who are not disabled. Also a need for 2BR units.
 - Major problem is that many landlords are selling their units and the new landlords that purchase the units immediately raise the rents to unaffordable levels.
 - Many of the vouchers they manage are porting out and moving farther north of Pueblo.
- They are opening the public housing on January 30th for 1BR units.
- Housing Authority has a homeless preference but no ones the units because they are mainly efficiency units that are available and they are too small.
- Other preferences include for persons effected by natural disasters, elderly disabled, domestic violence and a working preference.
- Housing Authority considering converting some of their units to SROs but no decisions yet.
- Pueblo Housing Authority uses small area FMRs.
- Housing Authority recently raised their payment standard to 120% which has helped but only a little. Payment standards are now \$830-\$1,099 for 1BRs and up to \$1200 for 2BR units.
- Housing Authority beginning to implement a new landlord recruitment program.
- Housing Authority currently developing a tax credit project which is in the construction phase.

- Housing Authority currently going through RAD but only one development has been converted.
- Looking at the possibility of doing a Section 18 development to RAD. This would convert 73 of the units to RAD.
- Housing Authority has only PBV in their RAD conversion.
- Have a Family Self Sufficiency Program that includes the following:
 - Provide a case worker for each person participating in the program.
 - Five year program which helps the tenant to develop an escrow to assist in the purchase of house to for car repairs/purchase. Generally, tenant can accrue between \$15,000-\$17,000.
 - Budgeting classes are provided.
 - Employment services are provided.
 - GED services provided.
 - Can make referrals for mental health counseling if needed.

III. Next steps and timeframe for completion

Pueblo, CO HOME-ARP: Public Housing Agencies Attendees

Summary

GoToMeeting

Meeting Date

January 26, 2023 12:57 PM EST

Meeting Duration

63 minutes

Number of Attendees

4

Meeting ID

293-134-509

Details

Name	Email Address	Join Time	Leave Time	Time in Session (minutes)
Alexis Ellis		12:58 PM	1:57 PM	58
Bill Wasielewski, M&L		12:57 PM	2:01 PM	63
Bryan Gallagher		1:04 PM	2:01 PM	57
Pat Rivas		12:58 PM	1:57 PM	58

The City of Pueblo, CO HOME ARP Stakeholder Session #6- Organizations Serving Persons with Disabilities and Persons At Risk of Homelessness

January 26, 2023, 3:00 pm- Virtually via Goto Meeting

Total Attendees: 10

Participants included YWCA (Shelter), Catholic Charities, Child Advocacy Center, Pueblo Cooperative Care and other disability providers.

I. HOME ARP Program Overview Powerpoint Presentation by M&L

II. Stakeholder Input on Needs

- Cooperative Care/YWCA indicated the following gaps:
 - Need for rental assistance for those at risk of homelessness.
 - Need for rent/utility assistance.
 - There is a lack of affordable, accessible units
 - Shelter stays are exceeding 90 days due to lack of affordable units in the market place.
 - Rents are extremely high.
- Barriers include:
 - Criminal history and domestic violence effect credit worthiness and limit units available to rent.
 - Lots of back balances which also follows the person and hurts their future ability to rent units.
 - First month rent and security deposit requirements are very high.
 - Credit issues are a problem.
- Landlord issues include:
 - They can get higher rents in the private market and less likely to accept subsidies.
 - Have difficulty dealing with low income renters
- Need for accessible units.
- Persons with disabilities need assistance when care givers can longer care for the individual which causes at risk of homelessness.
- Services Gaps and Needs include:
 - Budgeting classes
 - Representative payees for SSI/SS. Catholic Charities provides this service.
 - Mental health services for persons with disabilities.
 - Nutrition programs for house bound persons.
 - Substance abuse services
 - Therapy Services
 - Behavioral service providers
- The Child Advocacy Center indicated the need for services for youth and utility/rental assistance.
- Youth aging out of services needs include:
 - Therapy

- Budgeting classes
 - Rental assistance
 - Case management
 - Wrap around services
 - Job training
- YWCA Shelter has 6 rooms which are split evenly for families and singles. See an increasing number of families coming into the shelter.
- Chronic unemployment is an issue for homelessness and at risk of homelessness.
- Evictions are increasing.

III. Next steps and timeframe for completion

Pueblo, CO HOME-ARP: Public Agencies Addressing Needs of At Risk for Homelessness and Persons with Disabilities Attendees

Summary

Meeting Date January 26, 2023 3:56 PM EST **Meeting Duration** 69 minutes **Number of Attendees** 12 **Meeting ID** 951-786-421

GoToMeeting

Details

Name	Email Address	Join Time	Leave Time	Time in Session (minutes)
+17195444233		4:02 PM	5:01 PM	58
+17195497154		4:06 PM	4:14 PM	7
+17197669383		4:12 PM	4:13 PM	1
Alexis Ellis		3:58 PM	5:01 PM	63
Bill Wasielewski, M&L		3:56 PM	5:05 PM	69
Bryan Gallagher		4:01 PM	5:05 PM	63
Corry Higbee		3:59 PM	4:00 PM	0
Corry Higbee		4:03 PM	5:01 PM	58
Dave		4:01 PM	5:05 PM	64
Felysha Valdez-Pueblo Child Advocacy Center		4:01 PM	5:01 PM	60
Maureen White		4:13 PM	5:01 PM	48
Michael Botello		4:14 PM	5:01 PM	46
Stephanie Walker Pueblo Cooperative Care		4:03 PM	4:39 PM	35

The City of Pueblo, CO HOME ARP Stakeholder Session #7- Fair Housing and Civil Rights
January 27, 2023, 9:00 am- Virtually via Goto Meeting

Total Attendees:

No one attended.

- I. HOME ARP Program Overview Powerpoint Presentation by M&L
- II. Stakeholder Input on Needs
- III. Next steps and timeframe for completion

The City of Pueblo, CO HOME ARP Stakeholder Session #8- Make-Up Session
February 2, 2023, 9:00 am- Virtually via Goto Meeting

Total Attendees: 13

Attendees included De La Rosa, Pueblo Resue Shelter, Posada, Colorado Services, First Presbyterian Church Ministries (on CoC Board and Homeless Committee), Person with Lived Experience, ADA Advisory Committee for the City and include comments on fair housing and civil rights issues.

I. HOME ARP Program Overview Powerpoint Presentation by M&L

- De La Rosa, Inc. provides the following programs/services:
 - Re-entry program
 - Case Management and telehealth services
 - Victim services
 - Behavioral health
 - Food Pantry
- Colorado Services, which is state funded, provides the following services:
 - Eviction diversion program
 - Rental assistance
 - They are working with the HA to help them evicting tenants in PH and/or Section 8
 - Have an Eviction Defense fund
 - Manage CSBG program grant funds.
 - Indicated that there are currently 456 eviction cases that they are working on.
 - Could use local funds for some of these programs once state funds are exhausted.
- Keeping people housing is a big issue.
- Posada, Inc. participated and indicated the following:
 - Provide services to the homeless including emergency shelter for families/children.
 - Have a transition shelter facility for homeless youth
 - Operated 126 units of permanent housing units including:
 - Rapid re-housing
 - Have a new program for vets
 - They are a CHDO
 - Have a new SRO project for homeless seniors which is opening soon.
 - Indicated need for more affordable housing.
 - **Recently had a proposed 192 unit affordable housing tax credit project but could not move forward with it since they were unable to get the site re-zoned.**
- **Unhoused population is significantly impacted by race/ethnicity since persons of color are more likely to be homeless.**

- Gaps/Needs include:
 - No housing units available.
 - Less than 1% of available units are affordable in Pueblo.
 - Developers are buying up properties and then flip them and increase rents to unaffordable levels.
 - Pueblo has large population of low income persons.
 - Need for low barrier housing especially permanent supportive housing,
 - Those coming out of incarceration have had time finding units due to criminal backgrounds.
 - Need for 1BR units.
 - Need for Housing Navigator Services to help homeless get housing and the necessary services that are needed
 - Transportation to address poor bus routes for people needed to get to services.
 - Childcare.
 - Wrap around services attached to permanent affordable housing.
 - Mental health services
 - Landlord application and deposit fees especially as it relates to coordinated entry.
 - Need safe spaces in parking lots/camping sites for the unhoused that have services already.
- There is a new Built for Zero Program which helps to stabilize persons who are homeless and are need of assistance with day to day living. There is a need in this program for “walk along” services to help move people from shelters to permanent supportive housing.
- **City issues vagrancy tickets to the homeless which could be a violation of civil rights. Once someone gets one of these tickets, they have a hard time getting units to rent.**

II. Stakeholder Input on Needs

III. Next steps and timeframe for completion

Pueblo, CO HOME-ARP Stakeholder Session Attendees

Summary

Meeting Date February 2, 2023 10:56 AM EST **Meeting Duration** 75 minutes **Number of Attendees** 13 **Meeting ID** 13 854-735-509

GoToMeeting

Details

Name	Email Address	Join Time	Leave Time	Time in Session (minutes)
+17199248413		11:11 AM	12:08 PM	57
Alexis Ellis		10:58 AM	12:08 PM	70
Amanda Cooper - Servicios De La Raza		10:59 AM	12:08 PM	69
Bill Wasielewski, M&L		10:56 AM	12:12 PM	75
Bryan Gallagher		10:57 AM	12:12 PM	74
Gail		10:59 AM	12:08 PM	68
Jimmy Duffner		11:01 AM	12:12 PM	70
Kathy Cline	kathryncline@yahoo.com	10:56 AM	12:08 PM	72
Kim Bowman		11:00 AM	12:08 PM	67
Laura		11:04 AM	12:08 PM	64
Melanie Rapier		11:07 AM	12:08 PM	61
Rosa Zavala	rosaz@serviciosdelaraza.org	11:00 AM	12:08 PM	68
Teah Miller	teahm@health.solutions	11:06 AM	12:08 PM	62

Appendix B: Public Participation Materials

[to be inserted following public display and public hearing]

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Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Greg Pedroza, Director Aviation

SUBJECT: AN ORDINANCE APPROVING AMENDMENT NO. 1 FIXED BASE OPERATOR GROUND LEASE AND OPERATING AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, TRAVELAIRE SERVICES, INC. AND FREEMAN HOLDINGS OF COLORADO, LLC, D/B/A FREEMAN JET CENTER – PUEBLO, RELATING TO THE ASSIGNMENT OF FUEL TANK RIGHTS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance will approve the assignment of the rights under a Fuel Tank Agreement through the execution of Amendment No. 1 to the Fixed Base Operator Ground Lease and Operating Agreement (“FBO Agreement”) between the City of Pueblo, TravelAire Services, Inc., and Freeman Holdings of Colorado, LLC, regarding the use of the fuel tank commonly known as 415 Bell Street Tank 40-3, and adding said tank to the FBO Agreement.

PREVIOUS COUNCIL ACTION:

City Council approved a Fuel Tank Agreement dated May 1, 2006 with Sam Brown and TravelAire Services, Inc., evidenced by Resolution No. 10701 for the fuel tank formerly designated as Jet-A Tank No. 1.

City Council approved the Fixed Base Operator Ground Lease and Operating Agreement between the City of Pueblo and Freeman Holdings of Colorado, LLC, D/B/A Freeman Jet Center – Pueblo, dated July 11, 2022, evidenced by Ordinance No. 10220.

City Council approved an Assignment of Fuel Tank Agreement dated August 8, 2022, assigning all interests in the Fuel Tank Agreement solely to TravelAire Services, Inc., and removing Sam Brown from the Agreement, as evidenced by Ordinance No. 10244.

BACKGROUND:

This Ordinance will approve Amendment No. 1 to the Fixed Base Operator Ground Lease and Operating Agreement, assigning the rights under the Fuel Tank Agreement from TravelAire Services, Inc. to Freeman Holdings of Colorado, LLC, D/B/A Freeman

Jet Center - Pueblo, with the City's consent, transferring the rights to the fuel tank formerly designated as Jet-A Tank No. 1, now designated and referred to as 415 Bell Street Tank 40-3. With this assignment, 415 Bell Street Tank 40-3 will be added to the Fixed Base Operator Ground Lease and Operating Agreement.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the interest in 415 Bell Street Tank 40-3 will not transfer to Freeman Holdings of Colorado.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 415 Bell Tank 40-3 2022 03 13 2023 AMENDMENT 1 FIXED BASED OPERATOR GROUND LEASE PARTIAL SIGNED

ORDINANCE NO.

AN ORDINANCE APPROVING AMENDMENT NO. 1 FIXED BASE OPERATOR GROUND LEASE AND OPERATING AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, TRAVELAIRE SERVICES, INC. AND FREEMAN HOLDINGS OF COLORADO, LLC, D/B/A FREEMAN JET CENTER – PUEBLO, RELATING TO THE ASSIGNMENT OF FUEL TANK RIGHTS, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, City Council approved a Fuel Tank Agreement dated May 1, 2006, with Sam Brown and TravelAire Services, Inc., evidenced by Resolution No. 10701 for the fuel tank formerly designated as Jet-A Tank No. 1; and

WHEREAS, City Council approved the Fixed Base Operator Ground Lease and Operating Agreement between the City of Pueblo and Freeman Holdings of Colorado, LLC, D/B/A Freeman Jet Center – Pueblo, dated July 11, 2022, evidenced by Ordinance No. 10220; and

WHEREAS, City Council approved an Assignment of Fuel Tank Agreement dated August 8, 2022, assigning all interest in a Fuel Tank Agreement solely to TravelAire Services, Inc., and removing Sam Brown from the Fuel Tank Agreement, as evidenced by Ordinance No. 10244, for the fuel tank formerly designated as Jet-A Tank No. 1; and

WHEREAS, TravelAire, Inc. desires to assign its interest in the Fuel Tank Agreement to Freeman Holdings of Colorado, LLC, and City hereby consents to the assignment subject to this Ordinance and the terms of Amendment No. 1 Fixed Base Operator Ground Lease and Operating Agreement; NOW, THEREFORE,

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

SECTION 1.

The Amendment No. 1 Fixed Base Operator Ground Lease and Operating Agreement (“Amendment”) by and between the City of Pueblo, a Municipal Corporation, TravelAire Services, Inc., and Freeman Holdings of Colorado, LLC, D/B/A Freeman Jet Center – Pueblo, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is hereby authorized to execute the Amendment on behalf of the City of Pueblo, and the City Clerk shall 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 Amendment to implement the transactions, policies, and procedures described herein.

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

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

President of City Council

ATTEST

City Clerk

AMENDMENT NO. 1
FIXED BASE OPERATOR
GROUND LEASE AND OPERATING AGREEMENT

This Amendment No. 1 to the Fixed Base Operator Ground Lease and Operating Agreement (“Amendment”) is entered into and effective the ____ day of _____, 2023, (“Effective Date”) by and between the City of Pueblo, a Municipal Corporation, with an address of One City Hall Place, Pueblo, Colorado 81003, (“Lessor”) and Freeman Holdings of Colorado, LLC, a Colorado limited liability company, d/b/a Freeman Jet Center – Pueblo, with an address of 16221 Foster Street, Overland Park, Kansas 66085, (“Lessee”) and Travelaire Services, Inc., a Colorado corporation, with and address of 439 Skyway Street, Pueblo, Colorado 81001 (“Travelaire”).

WHEREAS, Lessor and Lessee entered into the Fixed Base Operator Ground Lease and Operating Agreement (“Lease”) dated July 11, 2022 for the leasing of certain real property, ramp space, and fuel tanks at the Pueblo Memorial Airport (“Airport”);

WHEREAS, Lessor entered into a certain Fuel Tank Agreement (“Fuel Tank Agreement”) dated May 1, 2006 with Sam C. Brown, individually, (“Brown”) and Travelaire for the use of Jet-A No.1 jet fuel tank, now identified as Fuel Tank Jet-A 40-3 or fuel tank 40-3;

WHEREAS, Lessor, Brown, and Travelaire entered into the Assignment of Fuel Tank Agreement (“Assignment No. 1”) dated August 8, 2022, whereby Brown’s rights and interests in the Fuel Tank Agreement were assigned to Travelaire;

WHEREAS, Lessee and Travelaire entered into an Agreement to Assign Fuel Tank Agreement (“Assignment No. 2”) dated December 1, 2022, in which Travelaire assigned all of its rights, title, and interests in the Fuel Tank Agreement to Lessee, contingent on approval by Lessor;

WHEREAS, Lessee and Travelaire desire that Lessor approves Assignment No. 2 and

Lessor desires to approve Assignment No. 2; and

WHEREAS, Lessor and Lessee desire to amend that Lease relative to certain of the terms and obligations of the parties.

NOW THEREFORE, the parties mutually agree to ~~certain terms~~ and to amend the Lease as follows:

I. Lessor hereby approves and consents to Assignment No. 2 and the use of fuel tank 40-3 by Lessee effective on the Effective Date.

II. Section 1.C. of the Lease is hereby deleted in its entirety and replaced with the following:

Subject to the terms of this Lease, Lessor hereby leases to Lessee seven fuel tanks designated as (i) 40-3a, (ii) 40-2, (iii) 40-2a, (iv) 40-1, (v) 20-3, (vi) 20-1, and (vii) 40-3 (together the "Fuel Tanks") at Lessor's fuel farm, indicated as "Fuel Tanks" on the plot plan attached hereto and incorporated herein as Exhibit D, situated in the County of Pueblo, State of Colorado.

III. Exhibit D to the Lease is hereby deleted in its entirety and replaced with Exhibit D.1., attached hereto and incorporated herein. References to Exhibit D in the Lease shall be read as references to the attached Exhibit D.1.

IV. In accordance with the terms of the Lease, Lessee agrees to expend the funds necessary to make fuel tank 40-3 and all other Fuel Tanks operational by completing the listed repairs to Tank 40-1 and 40-3a as listed in the Lease, installing Scully Systems, and making other repairs and installations directed by Lessor. All Scully System updates will at a minimum meet the requirements of NFPA 407. All fuel tanks will need to be compliant with federal, state, and local laws and regulations prior to use.

V. On the Effective Date of this Amendment, the Fuel Tank Agreement, as amended and assigned, will immediately terminate and all of Travelaire's interests in the Fuel Tank Agreement and all fuel tanks at the Airport shall terminate and Travelaire's rights to same will cease and be of no force nor effect. All interests in fuel tank 40-3 shall be held solely by Lessee in accordance with the terms of the amended Lease and Lessor as owner. All parties acknowledge and agree that the Leased Premises, Ramp, and Fuel Tanks, as those terms are defined in the amended Lease, and all structures and improvement thereon, are owned solely by Lessor and Lessor has all rights and powers to lease the same.

VI. Ground or portable fuel tanks must be approved by the Lessor's Director of Aviation prior to any use thereof. All ground and portable fuel tanks must comply with federal, state, and local laws and regulations prior to use. By assigning its rights in the Fuel Tank Agreement, Travelaire expressly acknowledges and agrees it has waived all rights to operate fuel tanks and fuel trucks at the Airport. Travelaire shall not operate any fuel tank or fuel truck without the express written permission of the Lessor's Director of Aviation or pursuant to a future, mutual, written agreement between Lessor and Travelaire.

VII. Except as expressly modified by this Amendment, the Lease shall remain in full force and effect. Except as modified by this Amendment, any obligations to be performed under the Lease by any party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Lease as it existed prior to this Amendment.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed as of the day and year first above written.

LESSOR:

CITY OF PUEBLO
a Municipal Corporation

By _____
Nicholas A. Gradisar

Title: Mayor

Attest:

City Clerk

Approved as to form:

City Attorney

LESSEE:

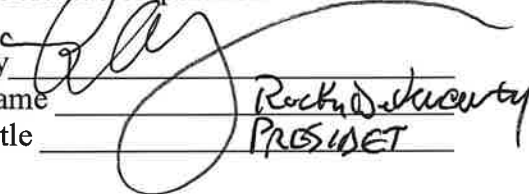
Freeman Holdings of Colorado, LLC
a Colorado limited liability company

By 
Francis B. Freeman Jr.

Title: Managing Member

TRAVELAIRE:

Travelaire Services, Inc.,
a Colorado corporation

By 
Name Rocky D. Kennedy
Title PRESIDENT

**FIXED BASE OPERATOR
GROUND LEASE AND OPERATING AGREEMENT
JANUARY 1, 2023**

**Exhibit D.1.
Fuel Tanks**





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 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 TO ASSESS THE COST OF DEMOLITION AND REMOVAL OF DANGEROUS BUILDINGS UPON LAND LOCATED AT 1608 WABASH AVENUE

SUMMARY:

The attached Ordinance approves and authorizes the Director of Public Works to prepare an Assessment Roll showing the land assessed, the total amount of assessments, and the date when the assessment will become due, and deliver the same duly certified to the Director of Finance for collection.

PREVIOUS COUNCIL ACTION:

On November 23, 1998, by Ordinance No. 6369, City Council adopted with modifications the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.

On September 13, 2021, by Resolution No. 14699, City Council approved the award of a building demolition contract including the abatement of dangerous buildings on the property located at 1608 Wabash Avenue.

BACKGROUND:

Pursuant to Chapter 13 of Title IV of the Pueblo Municipal Code and Chapter 8 of the Uniform Code for Abatement of Dangerous Buildings, the Building Official at Pueblo Regional Department has determined the building located at 1608 Wabash Avenue was in a dangerous condition. After giving proper notice to the owner, the Building Official requested the City of Pueblo to demolish the dangerous structure. The demolition work was completed in February 2022, and the costs incurred by the City of Pueblo have been compiled by the Director of Public Works in a Report of Demolition.

Passage of this Ordinance will assess said costs, which are stated in the Ordinance, against the affected property.

Payment of the assessment is due in full within thirty (30) days from the date of

Ordinance approval. If payment in full is not made within the specified time period, the County Treasurer will advertise and sell the property for the payment of the unpaid assessment.

FINANCIAL IMPLICATIONS:

All money collected in payment of the charge or assessment or from the sale of the property at a foreclosure sale shall be paid to the Director of Finance, who shall credit the collected payment to the General Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The property at 1608 Wabash Avenue was inspected by the Building Official at Pueblo Regional Building Department. Following the inspection, a condemnation Notice and Order was served and posted, as required, and the property owner was provided an opportunity to appeal the Notice and Order. The property owner failed to make the required repairs or to abate the dangerous building on the property and the Notice and Order was recorded in the records of the Pueblo County Clerk and Recorder. The case was then referred to the City of Pueblo with a request from the Building Official for the City to abate the dangerous building on the property. The demolition work was completed in February 2022, and the total cost incurred by the City was \$56,272.23.

In accordance with Section 903 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Editions (as amended), a public hearing is required prior to making an assessment to recover costs related to demolition work performed by the City of Pueblo. The purpose of the hearing is to receive the Report of Demolition and to hear any objections or protests thereto from interested stakeholders. The date of the public hearing will be set by separate resolution and notice of the hearing will be posted and published at least ten days prior to the hearing date.

ALTERNATIVES:

If this Ordinance is not approved, the City will not recover the costs associated with the demolition work performed at the affected property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Report of Demolition - 1608 Wabash Ave. (230222) - with attachments
2. PRBD Request for Demolition - 1608 Wabash Ave (110718)

ORDINANCE NO.

AN ORDINANCE TO ASSESS THE COST OF DEMOLITION AND
REMOVAL OF DANGEROUS BUILDINGS UPON LAND
LOCATED AT 1608 WABASH AVENUE

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

SECTION 1.

The City Council of Pueblo, a Municipal Corporation, pursuant to the provisions of Chapter 9 of the Uniform Code for Abatement of Dangerous Buildings ("Code"), as adopted and amended by Chapter 13 of Title IV of the Pueblo Municipal Code, hereby finds and determines that the cost of demolition and removal of certain dangerous buildings and other structures shall be levied, assessed, and charged against the property upon which such demolition and removal work was performed.

SECTION 2.

The amount assessed against the lot or tract of land upon which demolition and removal work was performed is hereafter set forth after the description of the lot or tract of land assessed. All property herein described lies within the corporate limits of Pueblo, a Municipal Corporation, and in the County of Pueblo and State of Colorado.

Property Address:	1608 Wabash Avenue; Pueblo, Colorado
Parcel Number:	1512214003
Legal Description:	Southern half of Lot 4 and all of Lot 5, Block 14, Lake Avenue Addition Subdivision, City of Pueblo, County of Pueblo, State of Colorado
Property Owner Name and Mailing Address:	Norman Dover 734 Palmer Ave. Pueblo, CO 81004-1751
Final Cost:	\$56,272.23

SECTION 3.

The Director of Public Works shall prepare an Assessment Roll, showing in suitable columns, each piece of land assessed, the amount of assessment for each parcel of property, the total amount of assessments, and the date when the assessment will become due, with suitable columns for use, in case of payment of the assessment or any penalty, and deliver the same duly certified to the Director of Finance for collection.

SECTION 4.

All assessments herein shall be due and payable in full within thirty (30) days after this ordinance goes into effect, without demand. In the exercise of its discretion under Section 907 of the Code, the Council has determined not to allow payment of such assessments in installments.

SECTION 5.

Failure to pay any assessment when due shall cause the whole of the unpaid principal of the assessment to become due and collectible immediately and the whole amount of the unpaid principal shall thereafter draw interest at the rate of seven percent (7%) per annum from and after said date.

SECTION 6.

Payment may be made to the Director of Finance at any time within thirty (30) days after the final passage of this Ordinance, but not thereafter. At the expiration of said thirty (30) day period, the Director of Finance shall certify and deliver the Assessment Roll, together with a copy of this Ordinance certified by the City Clerk under the seal of Pueblo, a Municipal Corporation, to the County Treasurer, therein showing all payments made thereon, with the date of each payment, together with his warrant for the collection of the same. The County Treasurer shall receipt for the same, and such Assessment Roll shall be assigned an identifying number to be determined by the City Finance Department prior to the Assessment Roll being delivered to the County Treasurer.

SECTION 7.

The County Treasurer shall receive payment of all assessments and interest appearing upon said Assessment Roll. In case of default in payment of any assessment when due, the County Treasurer shall advertise and sell any and all property concerning which such default is suffered, for the payment of the whole of the unpaid assessments thereon. Said advertisements and sale shall be made at the same time, in the same manner, under all the said conditions and penalties, and with the same effect as are provided by general law for sales of real estate in default of payment of general taxes.

SECTION 8.

The owner of any divided or undivided interest in the property assessed may pay their share of any assessment upon producing evidence of the extent of their interest satisfactory to the officer having the roll in charge.

SECTION 9.

All monies received for the payment of assessments shall be deposited into Account No. 10100000 46810.

SECTION 10.

This Ordinance shall become effective on the date of final passage.

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:

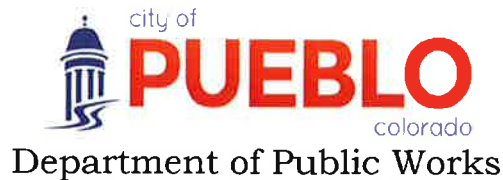
- ☐ Council did not act to override the Mayor's veto.
- ☐ Ordinance re-adopted on a vote of _____, on _____
- ☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

Andrew E. Hayes, P.E.
Director of Public Works



211 East D Street
Pueblo, CO 81003
Phone (719) 553-2295
Fax (719) 553-2294

February 22, 2023

To: Marisa Stoller, City Clerk

Subj: REPORT OF DEMOLITION – 1608 Wabash Ave.

In accordance with Section 901 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, this letter is provided to report the completion of demolition work on the property located at 1608 Wabash Ave.

The property's legal description is the southern half of Lot 4 and all of Lot 5 of Block 14 of the Lake Avenue Addition Subdivision, City of Pueblo, County of Pueblo, State of Colorado. The demolition work was completed in February 2022 and included the following:

- Environmental assessment and sampling
- Removal of existing utilities
- Demolition and abatement of dangerous structure(s)

The total cost incurred by the City in completing the demolition work was \$56,272.23. An itemized summary of the costs is provided in the attached expense itemization form. In accordance with Section 902 of the Code, a public hearing is required and notice of the hearing must be provided at least ten days prior to the scheduled hearing. The owner of the property is Norman Dover and the mailing address listed is 734 Palmer Ave., Pueblo, CO 81004-1751.

The property is still under the ownership of the same individual that owned the property at the time of condemnation and demolition. I recommend that the full amount of the costs incurred by the City in completing the demolition work be assessed against the property.

Respectfully,



Andrew E. Hayes, P.E.

Encl (1)

Demolition Program - Project Expense Itemization

Project Title: Demolish Unsafe Structures at 1608 Wabash

The itemized expenses listed below were incurred by the City of Pueblo in executing the demolition project listed above:

Item No.	Description	Amount Paid	Date Paid	Account No.
1	1608 Wabash--All Phase Environmental Consultants-Site Assessment	\$ 4,337.00	12/13/2021	CI1911
2	1608 Wabash--Pueblo Regional Condemnation Fee	\$ 844.89	10/12/2018	CI1911
3	Cyclone Kleen Up-Abatement & Demolition	\$ 26,648.40	2/15/2022	CI1911
	Cyclone Kleen Up-Abatement & Demolition Payment #2	\$ 16,213.65	3/8/2022	CI1911
	Cyclone Kleen Up-Abatement & Demolition Payment #3 & Final	\$ 3,851.95	4/5/2022	CI1911
5	Pueblo Chieftain Ads for Demolition	\$ 17.42	3/10/2022	10140103-55401
6	Xcel Energy Utility demolition for natural gas service	\$ 4,280.19	8/6/2021	CI1911
7	EZ PAY Fee for Xcel Energy payment	\$ 78.73	8/6/2021	CI1901
Total of Demolition-Related Expenses for this Project:		\$ 56,272.23		

All-Phase Environmental Consultants, Inc.
721 W. 9th Street
Pueblo, CO 81003

Phone (719) 545-0375

Invoice

DATE	INVOICE #
12/13/2021	21-4685

BILL TO
City Of Pueblo - Dept of Public Works 211 E. "D" Street Pueblo, CO 81003

TERMS	DUE DATE
Net 30	1/12/2022

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
L. Greenfield	CABI - Inspector	12	55.00	660.00
L. Greenfield - PD	Asbestos Project Designer	1	750.00	750.00
L. Greenfield - PM	Project Management and Oversight (1 day)	1	500.00	500.00
AP - PCM Lab Analysis	PCM Samples	21	12.00	252.00
L. Greenfield	Air Monitoring Specialist - 3 Containment Clearances	3	450.00	1,350.00
L. Greenfield	Air Monitoring Specialist - 3 visual Clearances	3	275.00	825.00
	1608 Wabash Pueblo, CO			
Direct Dm  12/13/21				

Thank You!

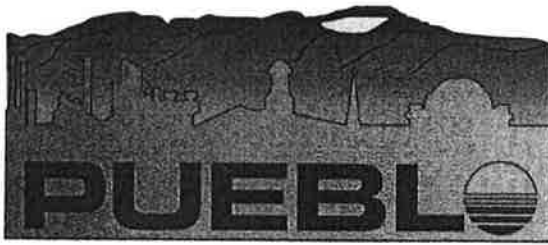


PAYMENT NOT RECEIVED BY DUE DATE WILL
ACCUE INTEREST AT 1.5% EVERY 30 DAYS
WITH A MINIMUM LATE FEE OF \$25.00.

E-mail
accounting@allphaseenvironmental.com

Total	\$4,337.00
Payments/Credits	\$0.00
Balance Due	\$4,337.00

V1245



Pueblo Regional Building Department
830 N Main St. Suite 100
Pueblo CO 81003
719-543-0002 fax 719-543-0062

www.prbd.com

Invoice No. 1608 Wabash

INVOICE

Customer	
Name	Aaron Emerson/Sam Vigil
Address	
City	
Phone	Zip

Date	7/26/2018
Order No.	
Rep	
FOB	

Qty	Description	Unit Price	TOTAL
1	Condemnation Fees for 1608 Wabash		\$0.00
1	Litigation Guarantee & Tax Cert	\$505.00	\$505.00
1	Photo Copy	\$0.75	\$0.75
18	Paper Copy	\$0.25	\$4.50
1	Postage	\$7.14	\$7.14
1	Administrative Fee	\$250.00	\$250.00
1	Record Notice and Order	\$27.50	\$27.50
1	Litigation Guarantee Update	\$50.00	\$50.00

Okay to pay P.O.# 18002600

Acct. #

Proj. #

Auth. By:

Date:

SubTotal \$844.89

Shipping & Handling \$0.00

Taxes \$0.00

TOTAL \$844.89

Payment Details	
☐ Cash	
☒ Check	
☐ Credit Card	
Name	
CC #	
Expires	

Office Use Only

If you have any questions, please call Jeanette

2338

Partial Payment Authorization
CITY OF PUEBLO, COLORADO
 Department Of Public Works

Vendor No. 4315

Date: 12/7/2021

Vendor Name: Cyclone Klean Up
 890 S Cienage Dr
 Pueblo West, CO 81007

P.O. No.: 21002521

Partial Payment No.	One
Project :	Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
Project No.	21-054
PAY CONTRACTOR	\$44,524.80

Partial Payment Summary					
PRIOR PAYMENTS	DATE	ORIGINAL CONTRACT		TOTAL	
		CO 1	\$68,039 00	LESS 10%	\$4,947 20
			\$6,500 00	SUBTOTAL	\$44,524.80
		CURRENT CONTRACT	\$74,539 00	LESS PRIOR PAYMENTS	\$0 00
		PERCENT COMPLETE	66%	PAY CONTRACTOR	\$44,524.80
Total	\$0 00				

Account Summary									
Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
21-054	\$68,039 00	\$12,000.00	\$80,039 00	\$0 00	\$0 00	\$0 00	\$0 00	\$0 00	\$80,039 00
Testing							\$0 00	\$0 00	
Advertisement for Bid							\$0 00	\$0 00	
Final Advertisement							\$0 00	\$0 00	
PP No. 1				\$49,472 00	\$4,947 20	\$44,524 80	\$49,472 00	\$4,947 20	\$30,567 00
Totals	\$68,039 00	\$12,000.00	\$80,039 00	\$49,472 00	\$4,947 20	\$44,524 80	\$49,472 00	\$4,947 20	\$30,567 00

Approvals	
Assoc. Field Engineer: _____	01/19/2022
Construction Engineer: _____	Date 1/19/2022
Director of Housing: _____	Date 2/7/22
Director of Public Works: _____	Date 1/19/22

PARTIAL PAYMENT No. ONE

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Klean Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY PREVIOUS	QUANTITY THIS PERIOD	AMOUNT
BASE BID							
1	Abatement of 1103 E. 8th St	1	LS	\$17,100.00	0.00	1.00	\$17,100.00
2	Demolition of 1103 E 8th St	1	LS	\$9,975.00	0.00	0.00	\$0.00
3	Abatement of 1608 Wabash Ave	1	LS	\$25,872.00	0.00	1.00	\$25,872.00
4	Demolition of 1608 Wabash Ave	1	LS	\$15,092.00	0.00	0.00	\$0.00
EW-1	Transit of Interior Material	1	LS	\$6,500.00	0.00	1.00	\$6,500.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00

PERIOD ENDING :	12/7/2021	TOTAL	\$49,472.00
ORIGINAL CONTRACT DAYS:	120	LESS 10%	\$4,947.20
ADDED CONTRACT DAYS:	0		
ADJUSTED CONTRACT TIME:	120	AMOUNT DUE CONTRACTOR	\$44,524.80
CONTRACT DAYS USED:	37		
CONTRACT DAYS REMAINING:	83		

FIELD MEASURED BY: LS 12/07/2021
Associate Field Engineer DATE

ACCEPTED BY: RS
Cyclone Klean Up Rep DATE

PARTIAL PAYMENT NO. ONE

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Klean Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	PRICE	EXTENSION	QUANTITY THIS PERIOD	QUANTITY LAST PAY	QUANTITY TO DATE	AMOUNT	DOLLARS REMAINING	% COMP
BASE BID - Outlook											
1	1	Abateme nt of 1103 E 8th St	1	LS	\$17,100.00	1.00	0.00	1.00	\$17,100.00	\$0.00	100%
2	2	Demolitio n of 1103 E 8th St	1	LS	\$9,975.00	0.00	0.00	0.00	\$0.00	\$9,975.00	0%
3	3	Abateme nt of 1608 Wabash Ave	1	LS	\$25,872.00	1.00	0.00	1.00	\$25,872.00	\$0.00	100%
4	4	Demolitio n of 1608 Wabash Ave	1	LS	\$15,092.00	0.00	0.00	0.00	\$0.00	\$15,092.00	0%
5	EW-1	Transit of Interior Material	1	LS	\$6,500.00	1.00	0.00	1.00	\$6,500.00	\$0.00	100%

1/2
31-50-

1103 E
8th

17,100.00 +
3,250.00 +
20,350.00 *

1608
Wabash

25,872.00 +
3,250.00 +
29,122.00 *

20,350.00 +
29,122.00 +
4,947.20 -
44,524.80 *

ORIGINAL CONTRACT AMT.	\$68,039.00	TOTAL	\$49,472.00
CO #1	\$6,500.00	LESS 10%	\$4,947.20
		SUB-TOTAL	\$44,524.80
CURRENT CONTRACT AMOUNT	\$74,539.00	LESS PRIOR PAYMENTS	\$0.00
COMPLETE	66%	PAY CONTRACTOR----->	\$44,524.80

less
10%

29,122.00 +
2,473.60 -
26,648.40 *

Current Contract Amount	74,539.00
Retainage %	10%
Retainage Total	<u>7,453.90</u>
Current Contract Amount	74,539.00
Prior Payments	
Payment Current	<u>44,524.80</u>
Remaining on PO	<u>30,014.20</u>
Difference	<u><u>(22,560.30)</u></u>

Partial Payment Authorization
CITY OF PUEBLO, COLORADO
 Department Of Public Works

Vendor No 4315

Date: 2/25/2022

Vendor Name Cyclone Klean Up
 890 S Cienega Dr
 Pueblo West, CO 81007

P.O. No: 21002521

Partial Payment No	Two
Project:	Abate and Demolish 1103 E 8th St And 1608 Wabash Ave
Project No	21-064
PAY CONTRACTOR	\$24,810.30

Partial Payment Summary				
PRIOR PAYMENTS	DATE	ORIGINAL CONTRACT	TOTAL	\$77,039.00
\$44,524.80	12/7/2021	CO 1 \$6,500.00	LESS 10%	\$7,703.90
		CO 2 \$2,500.00	SUBTOTAL	\$69,335.10
		CURRENT CONTRACT	LESS PRIOR PAYMENTS	\$44,524.80
		\$77,039.00		
		PERCENT COMPLETE	PAY CONTRACTOR	\$24,810.30
		100%		
Total	\$44,524.80			

Account Summary									
Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
21-054	\$68,039.00	\$12,000.00	\$80,039.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,039.00
Testing							\$0.00	\$0.00	\$0.00
Advertisement for Bid							\$0.00	\$0.00	\$0.00
Final Advertisement							\$0.00	\$0.00	\$0.00
PP No 1				\$49,472.00	\$4,947.20	\$44,524.80	\$49,472.00	\$4,947.20	\$30,567.00
PP No 2				\$27,567.00	\$2,756.70	\$24,810.30	\$27,567.00	\$2,756.70	\$3,000.00
Totals	\$68,039.00	\$12,000.00	\$80,039.00	\$77,039.00	\$7,703.90	\$69,335.10	\$77,039.00	\$7,703.90	\$3,000.00

Approvals	
Assoc. Field Engineer	02/25/2022
Construction Engineer	2/28/2022
Director of Housing	2/28/2022
Director of Public Works	2/28/22

Page 1 of 1

PARTIAL PAYMENT NO. TWO

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Klean Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	PRICE	EXTENSION	QUANTITY THIS PERIOD	QUANTITY LAST PAY	QUANTITY TO DATE	AMOUNT	DOLLARS REMAINING	% COMP
BASE BID - Outlook											
1	1	Abatement of 1103 E 8th St	1	LS	\$17,100 00	0.00	1.00	1.00	\$17,100 00 ✓	\$0.00	100%
2	2	Demolition of 1103 E 8th St	1	LS	\$9,975 00	1.00	0.00	1.00	\$9,975 00 ✓	\$0.00	100%
3	3	Abatement of 1608 Wabash Ave	1	LS	\$25,872 00	0.00	1.00	1.00	\$25,872 00 ✓	\$0.00	100%
4	4	Demolition of 1608 Wabash Ave	1	LS	\$15,092 00	1.00	0.00	1.00	\$15,092.00	\$0.00	100%
5	EW-1	Transit of Interior Material	1	LS	\$6,500 00	0.00	1.00	1.00	\$6,500.00 ✓	\$0.00	100%
6	EW-2	Tree Removal	1	LS	\$2,500.00	1.00	0.00	1.00	\$2,500 00	\$0.00	100%

PERIOD ENDING		ORIGINAL CONTRACT AMT	\$68,039 00	TOTAL	\$77,039 00
		CO #1	\$6,500 00		
		CO #2	\$2,500 00	LESS 10%	\$7,703 90
				SUB-TOTAL	\$69,335 10
		CURRENT CONTRACT AMOUNT	\$77,039 00	LESS PRIOR PAYMENTS	\$44,524 90
				PAY CONTRACTOR----->	\$24,510 30
		COMPLETE	100%		

PRIOR PAYMENTS		
NO	AMOUNT	DATE
1	\$44,524 90	12/01/21

ACCOUNT NO.
CD1911

P.O. NO
21002521

PARTIAL PAYMENT No. TWO

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Kleen Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY PREVIOUS	QUANTITY THIS PERIOD	AMOUNT
BASE BID							
1	Abatement of 1103 E. 8th St	1	LS	\$17,100.00	1.00	0.00	\$0.00
2	Demolition of 1103 E 8th St	1	LS	\$9,975.00	0.00	1.00	\$9,975.00
3	Abatement of 1608 Wabash Ave	1	LS	\$25,872.00	1.00	0.00	\$0.00
4	Demolition of 1608 Wabash Ave	1	LS	\$15,092.00	0.00	1.00	\$15,092.00
EW-1	Transit of Interior Material	1	LS	\$6,500.00	1.00	0.00	\$0.00
EW-2	Tree Removal	1	LS	\$2,500.00	0.00	1.00	\$2,500.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00

PERIOD ENDING :	2/28/2022	TOTAL	\$27,567.00
ORIGINAL CONTRACT DAYS:	120	LESS 10%	\$2,756.70
ADDED CONTRACT DAYS:	0		
ADJUSTED CONTRACT TIME:	120	AMOUNT DUE CONTRACTOR	\$24,810.30
CONTRACT DAYS USED:	120		
CONTRACT DAYS REMAINING:	0		

D BY: _____ 02/25/2022
 Associate Field Engineer DATE
 ED BY: _____ 3/1/2022
 Cyclone Kleen Up Rep DATE

1103 E 8th

9,975.00 +
 9,975.00 *

1608 Wabash

15,092.00 +
 2,500.00 +
 17,592.00 *

17,592.00 +
 1,378.35 -
 16,213.65 *

9,975.00 +
 17,592.00 +
 2,756.70 -
 24,810.30 *

Current Contract Amount	77,039.00
Retainage %	10%
Retainage Total	<u>7,703.90</u>
Current Contract Amount	77,039.00
Prior Payments	44,524.80
Payment Current	<u>24,810.30</u>
Remaining on PO	<u>7,703.90</u>
Difference	<u><u>0.00</u></u>

Partial Payment Authorization **CITY OF PUEBLO, COLORADO** Department of Public Works

Vendor No 4315

Date: 2/28/2022

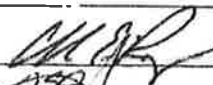
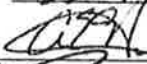
Vendor Name: Cyclone Klean Up
 890 S Cienega Dr
 Pueblo West, CO 81007

P O No: 21002521

Partial Payment No	Three and Final	Finance: Please advise for last payment	
Project	Abate and Demolish 1103 E 8th St And 1808 Wabash Ave		
Project No.	21-054	PAY CONTRACTOR	\$7,703.90

Partial Payment Summary					
PRIOR PAYMENTS	DATE	ORIGINAL CONTRACT		TOTAL	\$77,039.00
PP1 \$44,524.80	12/17/2021	CO 1 \$6,500.00		LESS 10%	\$0.00
PP2 \$24,810.30	2/25/2022	CO 2 \$2,500.00		SUBTOTAL	\$77,039.00
		CURRENT CONTRACT	\$77,039.00	LESS PRIOR PAYMENTS	\$69,335.10
		PERCENT COMPLETE	100%	PAY CONTRACTOR	\$7,703.90
Total					\$69,335.10

Account Summary									
Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
21-054	\$68,039.00	\$12,000.00	\$80,039.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,039.00
Testing							\$0.00	\$0.00	\$0.00
Advertisement for Bid							\$0.00	\$0.00	\$0.00
Final Advertisement							\$0.00	\$0.00	\$0.00
PP No. 1				\$49,472.00	\$4,947.20	\$44,524.80	\$49,472.00	\$4,947.20	\$30,567.00
PP No. 2				\$27,567.00	\$2,756.70	\$24,810.30	\$27,567.00	\$2,756.70	\$3,000.00
Final Pmt				\$0.00	\$0.00	\$7,703.90	\$0.00	\$0.00	\$3,000.00
Totals	\$68,039.00	\$12,000.00	\$80,039.00	\$77,039.00	\$7,703.90	\$77,039.00	\$77,039.00	\$7,703.90	\$3,000.00

Approvals	
Assoc. Field Engineer: _____	02/25/2022 Date
Construction Engineer: 	2/28/2022 Date
Director of Housing 	2/28/22 Date
Public Works 	2/28/2022 Date
Director of Public Works 	2/28/2022 Date
Housing and Citizen Services	

Revised

**LEGAL NOTICE
NOTICE OF FINAL SETTLEMENT**

The City of Pueblo, Colorado will make final settlement with Cyclone Kleen Up on March 30, 2022, for work performed on Project known as Proj 21-054 Abate and Demolish 1103 E 8th St and 1608 Wabash Ave. Verified statement of claims for labor, materials or supplies furnished on the project may be filed with the Chief of Staff on or before the time of final settlement.

Dated: February 28, 2022
1st Publication: March 10, 2022
2nd Publication: March 20, 2022
PO 21002521

By 
Laura Solano, MBA
Chief of Staff
1 City Hall Place
Pueblo, CO 81003
Attn: Finance Department

0.00 *
7,703.90 ÷
2. =
3,851.95 *

Michael Trice

From: Charles Roy
Sent: Thursday, March 31, 2022 8:33 AM
To: Michael Trice
Subject: RE: Cyclone Kleen Up Final Claims

No claims received.

Charles E. Roy, P.E.

ENGINEERING MANAGER | PUBLIC WORKS
CITY OF PUEBLO, COLORADO
719.553.2271 OFFICE | 719.568.1381 CELL
CROY@PUEBLO.US | WWW.PUBWORKS@PUEBLO.US



From: Michael Trice <MTRice@pueblo.us>
Sent: Thursday, March 31, 2022 8:29 AM
To: Charles Roy <CRoy@pueblo.us>
Cc: Andrew Hayes <AHayes@pueblo.us>; Bryan Gallagher <bgallagher@pueblo.us>; Geraldine Roque <GRoque@pueblo.us>; Lynn Miller <lmiller@pueblo.us>; Maria Mondragon <mariamondragon@pueblo.us>; Nancy Baker <NBaker@pueblo.us>; vendorinfo <vendorinfo@pueblo.us>; Michael Trice <MTRice@pueblo.us>
Subject: Cyclone Kleen Up Final Claims

Per the publication related to PO 21002521, Abate and Demolish 1103 E 8th St and 1608 Wabash Ave, Proj 21-054, claims for Cyclone Clean Up. had to be received by March 30, 2022.

Please advise if any claims have been received before final payment is submitted for processing.

Total Contract Amount \$ 77,039.00
Total Prior Payments \$ 69,335.10
Final Payment Amount \$ 7,703.90

Thank you,

Mike Trice

Accounts Payable/Acctg Tech III

City of Pueblo Colorado

Finance Department
One City Hall Place
Pueblo, CO 81003
Main (719)553-2648
Fax (719)553-2617
mtrice@pueblo.us

Order Confirmation

<u>Ad Order Number</u> 0000266599 <u>Sales Rep.</u> mvujcich <u>Order Taker</u> msweeney <u>Order Source</u>	<u>Customer</u> DEPT OF FINANCE PUEBLO-LGL <u>Customer Account</u> 811010 <u>Customer Address</u> PO BOX 1427 PUEBLO CO 810021427 USA <u>Customer Phone</u> 7195532648	<u>Payor Customer</u> DEPT OF FINANCE PUEBLO-LGL <u>Payor Account</u> 811010 <u>Payor Address</u> PO BOX 1427 PUEBLO CO 810021427 USA <u>Payor Phone</u> 7195532648	<u>PO Number</u> 21002521 <u>Ordered By</u> <u>Customer Fax</u> <u>Customer EMail</u> mtrice@pueblo.us <u>Special Pricing</u>
--	--	---	---

<u>Tear Sheets</u>	<u>Proofs</u>	<u>Affidavits</u>	<u>Blind Box</u>	<u>Promo Type</u>	<u>Materials</u>
0	0	1			

Invoice Text
CYCLONE KLEEN UP

Ad Order Notes

<u>Net Amount</u>	<u>Tax Amount</u>	<u>Total Amount</u>	<u>Payment Method</u>	<u>Payment Amount</u>	<u>Amount Due</u>
\$34.83	\$0.00	\$34.83	Invoice	\$0.00	\$34.83

= 1/2

<u>Ad Number</u> 0000266599-01	<u>Ad Type</u> CLS Legal Display	<u>Production Method</u> External In House	<u>Production Notes</u>
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\$ 17.42

<u>External Ad Number</u>	<u>Ad Attributes</u>	<u>Ad Released</u>	<u>Pick Up</u>
		No	

<u>Ad Size</u>	<u>Color</u>
2 X 1.50"	

Run Date	Product	Placement	Rate	Sched Cst	Disc/Prem	Color	Pickup	Tax	Subtotal
03/10/2022	The Pueblo Chieftain	Class Legals	\$6.72 per Inch	\$20.16	\$0.00	\$0.00	\$0.00	\$0.00	\$20.16
03/20/2022	The Pueblo Chieftain	Class Legals	\$4.89 per Inch	\$14.67	\$0.00	\$0.00	\$0.00	\$0.00	\$14.67

[illegible]

THE PUEBLO CHIEFTAIN

County of Pueblo

PUBLISHED: March 10, 2022, March 20, 2022

Travis Jacobs
Legal Clerk

 Amy Kottrell
 Notary Public
 6/30/2025

 My commission expires

Order Number: 0000266599

Account Number: 811010



PUBLIC SERVICE COMPANY OF COLORADO

MAILING ADDRESS		ACCOUNT NUMBER	
CITY OF PUEBLO COPD 211 E D ST PUEBLO CO 81003-3488		53-0012663440-1	
		STATEMENT NUMBER	STATEMENT DATE
		741722384	07/28/2021

QUESTIONS ABOUT YOUR BILL?

See our website: xcelenergy.com
 Email us at: CustomerService@xcelenergy.com
 Please Call: 1-800-481-4700
 Hearing Impaired: 1-800-895-4949
 Fax: 1-800-311-0050
 Or write us at: XCEL ENERGY
 PO BOX 8
 EAU CLAIRE WI 54702-0008

SUMMARY OF CURRENT CHARGES (Detailed charges begin on page 2)

Non-Recurring Charges / Credits	\$7,156.64
Current Charges	\$7,156.64

ACCOUNT BALANCE (Balance de su cuenta)

Previous Balance	\$9,101.29
Payment Received	- \$1,543.95 CR
Check 06/11	
Check 06/10	- \$7,557.34 CR
Balance Forward	\$0.00
Current Charges	\$7,156.64
Amount Due (Cantidad a pagar)	\$7,156.64

INFORMATION ABOUT YOUR BILL

Thank you for your payment.



CSA
8/9/21

PLEASE DO NOT USE STAPLES, TAPE OR PAPER CLIPS



Please help our neighbors in need by donating to Energy Outreach Colorado. Please mark your donation amount on the back of this payment stub and CHECK THE RED BOX under your address below.

AV 01 037098 99120B124 C**5DGT



CITY OF PUEBLO COPD
211 E D ST
PUEBLO CO 81003-3488

ACCOUNT NUMBER	DUE DATE	ACCOUNT BOX	AMOUNT ENCLOSED
53-0012663440-1	Pay Now		



XCEL ENERGY
P.O. BOX 9477
MPLS MN 55484-9477

32 53082721 00126634401 0000071566400000715664



MAILING ADDRESS	ACCOUNT NUMBER	DUE DATE
CITY OF PUEBLO COPD 211 E D ST PUEBLO CO 81003-3488	53-0012663440-1	Pay Now
	STATEMENT NUMBER	STATEMENT DATE
	741722384	07/28/2021
		AMOUNT DUE
		\$7,156.64

NON-RECURRING CHARGES / CREDITS DETAILS

DESCRIPTION	CHARGE
Invoice Number 454139538 07/28/21 to 07/28/21	12561849 1608 WABASH AVE UNIT DEMO 12561849 1036960 PUEBLO CO 81004-3339
Remove Facilities	\$4,280.19
Invoice Number 454139542 07/28/21 to 07/28/21	12563610 1103 E 8TH ST UNIT DEMO 12563610 1036817 PUEBLO CO 81001-3538
Remove Facilities	\$2,876.45
Total	\$7,156.64

ADVANCED PAYMENT IS REQUIRED. PLEASE PAY UPON RECEIPT.
CONTRACT#2149498 SN#12561849, 2149506 SN#12563610. FOR
QUESTIONS PLEASE CALL TODD
NEWITT AT 719-549-3633 REGARDING THIS INVOICE. COMMENTS TO
CUSTOMER: CITY OF PUEBLO REQUESTS GAS SERVICE BE CUT OFF AT
THE MAIN PRIOR TO BUILDING DEMO. TOTAL COST = \$4,280.19. NO
CA AVAILABLE. COST TO CUSTOMER = \$4,280.19. CITY REQUESTS
GAS SERVICE TO BE CUT OFF AT TAP. TOTAL COST = \$2,876.45. NO
CA AVAILABLE. COST TO CUSTOMER = \$2,876.45. PRICE ON INVOICE
VALID FOR 60 DAYS OF STATEMENT DATE.



TOGETHER WE POWER STABILITY.

Energy Outreach Colorado is a nonprofit partnering with Xcel Energy to provide energy bill payment assistance and energy-efficiency upgrades for affordable housing and nonprofit facilities. We need your help today!



**ENERGY
OUTREACH
COLORADO**

There are two ways to contribute:

1. Visit the Energy Outreach Colorado website at www.energyoutreach.org to make a one-time donation.
2. **CHECK THE RED BOX** on the front-left side of this payment stub AND select a tax-deductible contribution below.

MONTHLY DONATION:

\$20 _____ \$10 _____ \$5 _____ Other _____

KUBRAEZ-PAY



Your payment was successful

Your payment of \$7,314.09 has been processed

A payment receipt has been emailed to mivarola@people.us.

Successful Payments

Payee	Account No	Status	Confirmation #	Amount
Xcel Energy	5300126634401		058918	\$7,314.09
Total Payment				\$7,314.09

1103 E. 8 ST. = \$2,876.45

1608 Wabash Ave = \$4,280.19

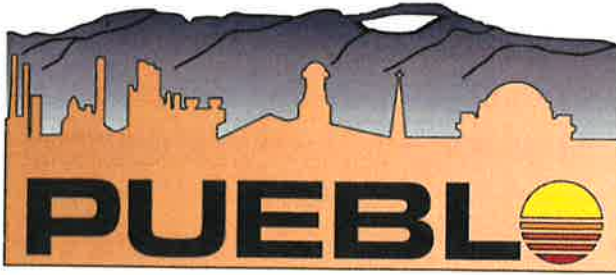
Invoice Total = \$7,156.64

EZ-PAY Fee = \$157.45 - Paid = 29318

Total Payment = \$7,314.09

 $\frac{1}{2} =$

78.13



**Pueblo Regional Building Department
830 N Main St. Suite 100
Pueblo CO 81003
719-543-0002 fax 719-543-0062**

www.prbd.com

July 18, 2011

Pueblo Department of Public Works
Attn: Aaron Emerson/Sam Vigil
211 E. D Street
Pueblo, CO 81003

RE: 1608 Wabash

Dear Belinda:

The owners of the above referenced structure have failed to comply with the orders pursuant to Section 401 of the Uniform Code for the Abatement of Dangerous Buildings (1997 Ed.) (the "Code") as adopted and amended by Chapter 13 of Title IV of the Pueblo Municipal Code. We hereby request per Section 801 of the 1997 Abatement of Dangerous Buildings Code that you demolish the above structure.

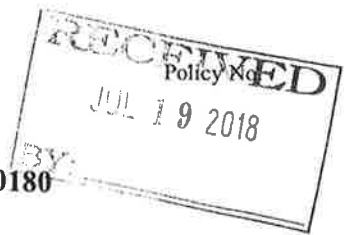
If there is any additional information you may need on the above property, please feel free to give me a call.

Sincerely,


J.D. Potter
Chief Building Inspector

/jkk

Enclosures: Updated O & E
Notice and Order
Picture of structure
Invoice



ENDORSEMENT
Attached to Policy No.: CO-FSTG-IMP-27COG1-1-18-F0610180
Issued by
Fidelity National Title Insurance Company

The Company hereby assures the Assured that, subsequent to the effective date of the Guarantee issued under the above number, no matters are shown by the public records which would affect the assurances in said Guarantee other than the following:

Notice and Order recorded May 29, 2018 at Reception No. 2106607

This endorsement is issued as part of the guarantee. Except as it expressly states, it does not (i) modify any of the terms and provisions of the guarantee, (ii) modify any prior endorsements, (iii) extend the Date of Guarantee, or (iv) increase the Amount of Insurance. To the extent a provision of the guarantee or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the guarantee and of any prior endorsements.

Dated: July 3, 2018

Fidelity National Title Insurance Company

Countersigned by:

Authorized Signature



By

Randy Quirk, President

Attest

Michael Gravelle, Secretary

PUEBLO REGIONAL BUILDING DEPARTMENT

NOTICE AND ORDER

TO: Norman Dover
C/O Bonnie Dover
734 Palmer Ave.
Pueblo, CO 81004

DATE: May 29, 2018

RE: Premises located at: 1608 Wabash Ave.
Legal Description: Lot 5, and the South half of lot 4, Block 14, Lake Ave. Add.

The undersigned Building Official or his authorized representative hereby finds that the building located at the above indicated address is a dangerous building under the provisions of Section 302 of the Uniform Code for the Abatement of Dangerous Buildings (1997 Ed.) (the "Code") as adopted and amended by Chapter 13 of Title IV of the Pueblo Municipal Code. A brief and concise description of the item or items found to exist under §302 of the Code which render the building dangerous are indicated by the checked boxes below:

- | | |
|---|---|
| ☐ §302-1 Insufficient means of exit | ☐ §302-11 33% or greater damage/deterioration of supporting member(s) or 50% damage/deterioration to non-supporting member(s) enclosing exterior walls/coverings |
| ☐ §302-2 Unsafe walking surface on means of exit | |
| ☐ §302-3 Load stress exceeds 150% of stress allowed in Building Code for similar structure or purpose | |
| ☒ §302-4 Structural strength or stability impaired by fire, wind, flood or other cause | ☒ §302-12 Damage or dilapidation renders structure attractive nuisance to children, harbor for vagrants or location for crime |
| ☐ §302-5 Likely failure of member, collapse or detachment | ☒ §302-13 Specific violations of Building Code or Housing Code |
| ☐ §302-6 Member or exterior appurtenance not sufficiently affixed or capable of withstanding 50% of wind pressure specified by Building Code for new buildings | ☐ §302-14 Supporting member less than 66% of required strength or fire or weather resistance; non-supporting member less than 50% |
| ☐ §302-7 Cracked, warped or settled with materially lower resistance to wind or earth-quake | ☒ §302-15 Unsanitary, unfit for habitation or likely to cause disease |
| ☐ §302-8 Likelihood of partial or full collapse due to deterioration, faulty construction, or ground instability | ☐ §302-16 Determined by Fire Department to be a fire hazard |
| ☐ §302-9 Manifestly unsafe for purpose for which building being used | ☒ §302-17 Public nuisance under law |
| ☐ §302-10 Exterior walls leaning, bending or buckling such that center of gravity not within middle one-third of base | ☒ §302-18 Structure partially demolished/destroyed; structure abandoned over 6 months and presents public hazard |
| | ☒ §302-19 Dilapidation, decay, damage, lack of Building or Housing Code compliance tends to depress adjoining property values |



The factual basis for the foregoing determination is set forth in the attached Inspection Report, including any attachments thereto.

Folk 10180

Notice and Order
Norman Dover
C/O Bonnie Dover
RE: 1608 Wabash Ave.
May 29, 2018
Page To

YOU ARE HEREBY ORDERED TO :

- ☐ Repair the building or structure as indicated in the attached Inspection Report. All required permits for such report work shall be secured and the repair work physically commenced within 30 days from the date of this Notice And Order, and such repair work shall be completed within 90 days from the date of this Notice And Order. The Building Official hereby determines that the time specified for completion of the repair work is reasonable under all of the circumstances.

If the repairs are not commenced within the time specified above, the building or structure shall be demolished within ninety (90) days that is no later than _____

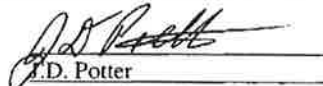
If the repairs are timely commenced as required above, but are not completed within the time specified above for completion, the building or structure shall be demolished within ninety (90) days that is no later than _____

- ☐ Vacate the building or structure within _____ days from the date of this Notice And Order. The Building Official hereby determines that the above period of time to vacate the building or structure is reasonable. (Note: Building Official to post a Notice To Vacate on each exit of the building upon expiration of the time specified above.)

- ☒ Demolish the building or structure. The building or structure shall be vacated within _____ days of the date of this Notice And Order; permits for the demolition shall be obtained and demolition work shall commence within 30 days of the date of this Notice And Order and be completed within 60 days of the date of this Notice And Order.

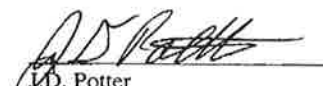
IF ANY REQUIRED REPAIR OR DEMOLITION WORK IS NOT COMMENCED WITHIN THE TIME SPECIFIED, THE BUILDING OFFICIAL MAY ORDER THE BUILDING VACATED AND POSTED TO PREVENT OCCUPANCY AND MAY CAUSE THE WORK TO BE DONE AND CHARGE THE COSTS THEREOF AGAINST THE PROPERTY OR ITS OWNER(S).

Any person having any record title or legal interest in the building may appeal from this Notice And Order or any other action of the Building Official to the Building Board of Review of the Pueblo Regional Building Department ("Board"), which serves as the board of appeals for the Code, provided that the appeal is made in writing as provided in the Code and filed with the Building Official within 30 days from the date of service of this Notice And Order. Failure to timely appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.


J.D. Potter
Chief Building Inspector

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury that he posted a copy of the foregoing Notice And Order upon the Premises identified above by firmly affixing it to Front door of the house at 29th on the May day of 2018, at 1:00 o'clock p.m.


J.D. Potter
Chief Building Inspector



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 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 TO ASSESS THE COST OF DEMOLITION AND REMOVAL OF DANGEROUS BUILDINGS UPON LAND LOCATED AT 1103 E. 8TH STREET

SUMMARY:

The attached Ordinance approves and authorizes the Director of Public Works to prepare an Assessment Roll showing the land assessed, the total amount of assessments, and the date when the assessment will become due, and deliver the same duly certified to the Director of Finance for collection.

PREVIOUS COUNCIL ACTION:

On November 23, 1998, by Ordinance No. 6369, City Council adopted with modifications the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition.

On September 13, 2021, by Resolution No. 14699, City Council approved the award of a building demolition contract including the abatement of dangerous buildings on the property located at 1103 E. 8th Street.

BACKGROUND:

Pursuant to Chapter 13 of Title IV of the Pueblo Municipal Code and Chapter 8 of the Uniform Code for Abatement of Dangerous Buildings, the Building Official at Pueblo Regional Building Department has determined the building located at 1103 E. 8th Street was in a dangerous condition. After giving proper notice to the owner, the Building Official requested the City of Pueblo to demolish the dangerous structure. The demolition work was completed in December 2021, and the costs incurred by the City of Pueblo have been compiled by the Director of Public Works in a Report of Demolition.

Passage of this Ordinance will assess said costs, which are stated in the Ordinance, against the affected property.

Payment of the assessment is due in full within thirty (30) days from the date of Ordinance approval. If payment in full is not made within that time period, the County Treasurer will advertise and sell the property for the payment of the unpaid assessment.

FINANCIAL IMPLICATIONS:

All money collected in payment of the charge or assessment or from the sale of the property at a foreclosure sale shall be paid to the Director of Finance, who shall credit the same to the General Fund.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

The property at 1103 E. 8th Street was inspected by the Building Official at Pueblo Regional Building Department. Following the inspection, a condemnation Notice and Order was served and posted, as required, and the property owner was provided an opportunity to appeal the Notice and Order. The property owner failed to make the required repairs or to abate the dangerous buildings on the property and the Notice and Order was recorded in the records of the Pueblo County Clerk and Recorder. The case was then referred to the City of Pueblo with a request from the Building Official for the City to abate the dangerous building on the property. The demolition work was completed in December 2021, and the total cost incurred by the City of Pueblo was \$36,609.99.

In accordance with Section 903 of the Uniform Code for the Abatement of Dangerous Buildings, 1997 Edition (as amended), a public hearing is required prior to making an assessment to recover costs related to demolition work performed by the City of Pueblo. The purpose of the hearing is to receive the Report of Demolition and to hear any objections or protests thereto from interested stakeholders. The date of the public hearing will be set by separate resolution and notice of the hearing will be posted and published at least ten days prior to the hearing date.

ALTERNATIVES:

If this Ordinance is not approved, the City will not recover the costs associated with the demolition work performed at the affected property.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Report of Demolition - 1103 E. 8th Street (230222) - full packet
2. PRBD Request for Demolition - 1103 E. 8th Street

ORDINANCE NO.

AN ORDINANCE TO ASSESS THE COST OF DEMOLITION AND
REMOVAL OF DANGEROUS BUILDINGS UPON LAND
LOCATED AT 1103 E. 8TH STREET

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

SECTION 1.

The City Council of Pueblo, a Municipal Corporation, pursuant to the provisions of Chapter 9 of the Uniform Code for Abatement of Dangerous Buildings ("Code"), as adopted and amended by Chapter 13 of Title IV of the Pueblo Municipal Code, hereby finds and determines that the cost of demolition and removal of certain dangerous buildings and other structures shall be levied, assessed, and charged against the property upon which such demolition and removal work was performed.

SECTION 2.

The amount assessed against the lot or tract of land upon which demolition and removal work was performed is hereafter set forth after the description of the lot or tract of land assessed. All property herein described lies within the corporate limits of Pueblo, a Municipal Corporation, and in the County of Pueblo and State of Colorado.

Property Address:	1103 E. 8th Street; Pueblo, Colorado
Parcel Number:	430434008
Legal Description:	The western half of Lot 25, all of Lot 26, and the eastern five feet of Lot 26, Block 2, Dr. Owens Heights Subdivision, City of Pueblo, County of Pueblo, State of Colorado
Property Owner Name and Mailing Address:	Selsa Gutierrez 221 E. 2nd Street Pueblo, CO 81003-3302
Final Cost:	\$36,609.99

SECTION 3.

The Director of Public Works shall prepare an Assessment Roll, showing in suitable columns, each piece of land assessed, the amount of assessment for each parcel of property, the total amount of assessments, and the date when the assessment will become due, with suitable columns for use, in case of payment of the assessment or any penalty, and deliver the same duly certified to the Director of Finance for collection.

SECTION 4.

All assessments herein shall be due and payable in full within thirty (30) days after this ordinance goes into effect, without demand. In the exercise of its discretion under Section 907 of the Code, the Council has determined not to allow payment of such assessments in installments.

SECTION 5.

Failure to pay any assessment when due shall cause the whole of the unpaid principal of the assessment to become due and collectible immediately and the whole amount of the unpaid principal shall thereafter draw interest at the rate of seven percent (7%) per annum from and after said date.

SECTION 6.

Payment may be made to the Director of Finance at any time within the thirty (30) days after the final passage of this Ordinance, but not thereafter. At the expiration of said thirty (30) day period, the Director of Finance shall certify and deliver the Assessment Roll, together with a copy of this Ordinance certified by the City Clerk under the seal of the City of Pueblo, a Municipal Corporation, to the County Treasurer, therein showing all payments made thereon, with the date of each payment, together with his warrant for the collection of the same. The County Treasurer shall receipt for the same, and such Assessment Roll shall be assigned an identifying number to be determined by the City Finance Department prior to the Assessment Roll being delivered to the County Treasurer.

SECTION 7.

The County Treasurer shall receive payment of all assessments and interest appearing upon said Assessment Roll. In case of default in payment of any assessment when due, the County Treasurer shall advertise and sell any and all property concerning which such default is suffered, for the payment of the whole of the unpaid assessments thereon. Said advertisements and sale shall be made at the same time, in the same manner, under all the said conditions and penalties, and with the same effect as are provided by general law for sales of real estate in default of payment of general taxes.

SECTION 8.

The owner of any divided or undivided interest in the property assessed may pay their share of any assessment upon producing evidence of the extent of their interest satisfactory to the officer having the roll in charge.

SECTION 9.

All monies received for the payment of assessments shall be deposited into Account No. 10100000 46810.

SECTION 10.

This Ordinance shall become effective on the date of final passage.

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

Andrew E. Hayes, P.E.
Director of Public Works



211 East D Street
Pueblo, CO 81003
Phone (719) 553-2295
Fax (719) 553-2294

February 22, 2023

To: Marisa Stoller, City Clerk

Subj: REPORT OF DEMOLITION – 1103 E. 8th Street

In accordance with Section 901 of the 1997 Uniform Code for the Abatement of Dangerous Buildings, this letter is provided to report the completion of demolition work on the property located at 1103 E. 8th Street.

The property's legal description is the western half of Lot 25, all of Lot 26, and the eastern five feet of Lot 27 of Block 2 of the Dr. Owens Heights Subdivision, City of Pueblo, County of Pueblo, State of Colorado. The demolition work was completed in December 2021 and included the following:

- Environmental assessment and sampling
- Removal of existing utilities
- Demolition and abatement of dangerous structure(s)

The total cost incurred by the City in completing the demolition work was \$36,609.99. An itemized summary of the costs is provided in the attached expense itemization form. In accordance with Section 902 of the Code, a public hearing is required and notice of the hearing must be provided at least ten days prior to the scheduled hearing. The owner of the property is Selsa Gutierrez and the mailing address listed is 221 E. 2nd Street, Pueblo, CO 81003-3302.

The property is still under the ownership of the same individual that owned the property at the time of condemnation and demolition. I recommend that the full amount of the costs incurred by the City in completing the demolition work be assessed against the property.

Respectfully,

A handwritten signature in black ink, appearing to read "A. Hayes", written over a horizontal line.

Andrew E. Hayes, P.E.

Encl (1)

Demolition Program - Project Expense Itemization

Project Title: Demolish Unsafe Structures at 1103 E 8th

The itemized expenses listed below were incurred by the City of Pueblo in executing the demolition project listed above:

Item No.	Description	Amount Paid	Date Paid	Account No.
1	1103 E 8th--All Phase Environmental Consultants-Site Assessment	\$ 2,459.00	11/17/2021	CI1911
2	1103 E. 8th--Pueblo Regional Condemnation Fee	\$ 853.39	9/26/2018	CI1911
3	Cyclone Kleen Up-Abatement & Demolition Payment #1	\$ 17,876.40	2/15/2022	CI1911
	Cyclone Kleen Up-Abatement & Demolition Payment #2	\$ 8,596.65	3/8/2022	CI1911
	Cyclone Kleen Up-Abatement & Demolition Payment #3 & Final	\$ 3,851.95	4/5/2022	CI1911
5	Pueblo Chieftain Ads	\$ 17.42	3/10/2022	10140103-54401
6	Utility demolition for natural gas service to Xcel Energy 1103 E 8th	\$ 2,876.45	8/6/2021	CI1911
7	EZ PAY Fee for Xcel Energy payment	\$ 78.73	8/6/2021	CI1901
Total of Demolition-Related Expenses for this Project:		\$ 36,609.99		

Reg # 2318
PO# 21002819

All-Phase Environmental Consultants, Inc.
721 W. 9th Street
Pueblo, CO 81003

Invoice

Phone (719) 545-0375

DATE	INVOICE #
11/15/2021	21-4630

BILL TO

City Of Pueblo - Dept of Public Works
211 E. "D" Street
Pueblo, CO 81003

TERMS	DUE DATE
Net 30	12/15/2021

ITEM	DESCRIPTION	QTY	RATE	AMOUNT
5.3 (L. Greenfield)	Project Manager (L. Greenfield) Inclusive of meetings, emails, site visit, contractor walks (billed by day or 16 hours)	2	500.00	1,000.00
L. Greenfield - PD	Asbestos Project Designer - sample SOW prep	1	650.00	650.00
R. Ralston - AMS	AMS - Air Sampling - clearance of boiler room	1	450.00	450.00
R. Ralston - AMS	AMS - Air Sampling - visual clearance	1	275.00	275.00
AP - PCM Lab Analysis	7 samples	7	12.00	84.00
1103 E 8th Street Pueblo, CO Date of Clearance: 11/1/2021				

Thank You!

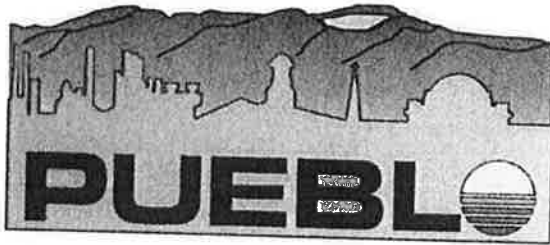


PAYMENT NOT RECEIVED BY DUE DATE WILL
ACCRUE INTEREST AT 1.5% EVERY 30 DAYS
WITH A MINIMUM LATE FEE OF \$25.00.

E-mail

accounting@allphaseenvironmental.com

Total	\$2,459.00
Payments/Credits	\$0.00
Balance Due	\$2,459.00



Pueblo Regional Building Department
830 N Main St. Suite 100
Pueblo CO 81003
719-543-0002 fax 719-543-0062

www.prbd.com

Invoice No. 1103E 8th

INVOICE

Customer		Date 8/7/2018	
Name Sam Vigil/Aaron Emerson		Order No.	
Address		Rep	
City	Zip	FOB	
Phone			

Qty	Description	Unit Price	TOTAL
1	Condemnation Fees for 1103 E. 8th St.		\$0.00
1	Litigation Guarantee & Tax Cert	\$515.00	\$515.00
1	Photo Copy	\$0.75	\$0.75
12	Paper Copy	\$0.25	\$3.00
1	Postage	\$7.14	\$7.14
1	Administrative Fee	\$250.00	\$250.00
1	Record Notice and Order	\$27.50	\$27.50
1	Litigation Guarantee Update	\$50.00	\$50.00

Okay to pay P.O.# 1800 2417

Accl. #

Proj. #

Auth. By: JH8

Date: 9/17/18

Payment Details	
☐ Cash	
☒ Check	
☐ Credit Card	
Name	
CC #	
Expires	

SubTotal	\$853.39
Shipping & Handling	\$0.00
Taxes	\$0.00
TOTAL	\$853.39

Office Use Only

If you have any questions, please call Jeanette

2630

Partial Payment Authorization
CITY OF PUEBLO, COLORADO
 Department Of Public Works

Vendor No 4315

Date: 12/7/2021

Vendor Name: Cyclopedia Kleen Up
 890 S Cienega Dr
 Pueblo West, CO 81007

P.O. No : 21002521

Partial Payment No	One
Project :	Abate and Demolish 1103 E 8th St And 1608 Wabash Ave
Project No.	21-054
PAY CONTRACTOR	
\$44,524.80	

Partial Payment Summary					
PRIOR PAYMENTS	DATE	ORIGINAL CONTRACT		TOTAL	\$49,472.00
		CO 1	\$68,039.00	LESS 10%	\$4,947.20
			\$6,500.00	SUBTOTAL	\$44,524.80
		CURRENT CONTRACT	\$74,539.00	LESS PRIOR PAYMENTS	\$0.00
		PERCENT COMPLETE	66%	PAY CONTRACTOR	\$44,524.80
Total	\$0.00				

Account Summary									
Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
21-054 Testing	\$68,039.00	\$12,000.00	\$80,039.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,039.00
Advertisement for Bid							\$0.00	\$0.00	
Final Advertisement							\$0.00	\$0.00	
PP No 1				\$49,472.00	\$4,947.20	\$44,524.80	\$49,472.00	\$4,947.20	\$30,567.00
Totals	\$68,039.00	\$12,000.00	\$80,039.00	\$49,472.00	\$4,947.20	\$44,524.80	\$49,472.00	\$4,947.20	\$30,567.00

Approvals	
Assoc. Field Engineer: _____	01/19/2022
Construction Engineer: _____	1/19/2022
Director of Housing: _____	2/7/22
Director of Public Works: _____	1/19/22

PARTIAL PAYMENT No. ONE

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Klean Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY PREVIOUS	QUANTITY THIS PERIOD	AMOUNT
BASE BID							
1	Abatement of 1103 E. 8th St	1	LS	\$17,100.00	0.00	1.00	\$17,100.00
2	Demolition of 1103 E 8th St	1	LS	\$9,975.00	0.00	0.00	\$0.00
3	Abatement of 1608 Wabash Ave	1	LS	\$25,872.00	0.00	1.00	\$25,872.00
4	Demolition of 1608 Wabash Ave	1	LS	\$15,092.00	0.00	0.00	\$0.00
EW-1	Transit of Interior Material	1	LS	\$6,500.00	0.00	1.00	\$6,500.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00

PERIOD ENDING : 12/7/2021

TOTAL \$49,472.00

ORIGINAL CONTRACT DAYS: 120

LESS 10% \$4,947.20

ADDED CONTRACT DAYS: 0

ADJUSTED CONTRACT TIME: 120

AMOUNT DUE CONTRACTOR \$44,524.80

CONTRACT DAYS USED: 37

CONTRACT DAYS REMAINING: 83

1103 E 8th

17,100.00 +

3,250.00 +

20,350.00 *

1608 Wabash

25,872.00 +

3,250.00 +

29,122.00 *

LESS
10%

20,350.00 +

29,122.00 +

4,947.20 -

44,524.80 *

20,350.00 +

2,473.60 -

17,876.40 *

ED BY: 12/07/2021

Associate Field Engineer

DATE

TED BY:

Cyclone Klean Up Rep

DATE

PARTIAL PAYMENT NO. ONE

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Klean Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	PRICE	EXTENSION	QUANTITY THIS PERIOD	QUANTITY LAST PAY	QUANTITY TO DATE	AMOUNT	DOLLARS REMAINING	% COMP
BASE BID - Outlook											
1	1	Abateme nt of 1103 E. 8th St	1	LS	\$17,100.00	1.00	0.00	1.00	\$17,100.00	\$0.00	100%
2	2	Demolitio n of 1103 E 8th St	1	LS	\$9,975.00	0.00	0.00	0.00	\$0.00	\$9,975.00	0%
3	3	Abateme nt of 1608 Wabash Ave	1	LS	\$25,872.00	1.00	0.00	1.00	\$25,872.00	\$0.00	100%
4	4	Demolitio n of 1608 Wabash Ave	1	LS	\$15,092.00	0.00	0.00	0.00	\$0.00	\$15,092.00	0%
5	EW-1	Transit of Interior Material	1	LS	\$6,500.00	1.00	0.00	1.00	\$6,500.00	\$0.00	100%

PERIOD ENDING : 12/07/2021

ORIGINAL CONTRACT AMT

\$68,039.00

TOTAL

\$49,472.00

CO #1

\$6,500.00

LESS 10%

\$4,947.20

SUB-TOTAL

\$44,524.80

PRIOR PAYMENTS

NO.	AMOUNT	DATE

CURRENT

CONTRACT

AMOUNT

\$74,539.00

LESS PRIOR

\$0.00

PAYMENTS

ACCOUNT NO.:

CD1911

P.O. NO.

21002521

COMPLETE

66%

PAY

CONTRACTOR----->

\$44,524.80

Current Contract Amount	74,539.00
Retainage %	10%
Retainage Total	<u>7,453.90</u>
Current Contract Amount	74,539.00
Prior Payments	
Payment Current	<u>44,524.80</u>
Remaining on PO	<u>30,014.20</u>
Difference	<u><u>(22,560.30)</u></u>

INVOICE DATE	INVOICE NUMBER	DESCRIPTION	INVOICE AMOUNT
12/07/2021	020722/PP#1	PROJ. 21-054 BATE AND DEMO 1103 E 8TH AND 1608 WAB PO #: 21002521 - PW-Engineering GL#:250-14-1400-00-58050-	\$44,524.80

1103 E 8th = 17,876.40
 1608 Wabash = 26,648.40
 \$ 44,524.88

Vendor No.	Vendor Name	Check No.	Check Date	Check Amount
4315	CYCLONE, LLC	379839	02/15/2022	\$44,524.80

City of Pueblo, a Municipal Corporation

Department of Finance
 P.O. Box 1427
 Pueblo, CO 81002-1427

Vendor
 Number
 4315

Check
 Date
 02/15/2022

Check
 Number
 379839

\$44,524.80

Pay *Forty-four Thousand Five Hundred Twenty-four Dollars and 80 Cents*

To the
 Order Of
 CYCLONE, LLC
 DBA CYCLONE KLEEN UP
 890 S. CIENAGA DR.
 PUEBLO WEST, CO 81007

FILE COPY
 NON-NEGOTIABLE

Partial Payment Authorization
CITY OF PUEBLO, COLORADO
 Department Of Public Works

Vendor No 4315

Date: 2/25/2022

Vendor Name Cyclone Klean Up
 890 S Cienega Dr
 Pueblo West, CO 81007

P.O. No 21002521

Partial Payment No	Two
Project	Abate and Demolish 1103 E 8th St And 1608 Wabash Ave
Project No	21-054
PAY CONTRACTOR	\$24,810.30

Partial Payment Summary					
PRIOR PAYMENTS	DATE	ORIGINAL CONTRACT		TOTAL	\$77,039.00
\$44,524.80	12/7/2021	CO 1	\$69,039.00	LESS 10%	\$7,703.90
		CO 2	\$2,500.00	SUBTOTAL	\$69,335.10
		CURRENT CONTRACT	\$77,039.00	LESS PRIOR PAYMENTS	\$44,524.80
		PERCENT COMPLETE	100%	PAY CONTRACTOR	\$24,810.30
Total	\$44,524.80				

Account Summary									
Project Description	Amount Funded	contingency amount	total amount	Amount Charged this Payment	Retainage This Payment (10%)	Pay Contractor this Pay	Amount Charged To Date	Retainage Charged to Date (10%)	Remaining Balance
21-054	\$68,039.00	\$12,000.00	\$80,039.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$80,039.00
Testing							\$0.00	\$0.00	
Advertisement for Bid							\$0.00	\$0.00	
Final Advertisement							\$0.00	\$0.00	
PP No 1				\$49,472.00	\$4,947.20	\$44,524.80	\$49,472.00	\$4,947.20	\$30,567.00
PP No 2				\$27,567.00	\$2,756.70	\$24,810.30	\$27,567.00	\$2,756.70	\$3,000.00
Totals	\$68,039.00	\$12,000.00	\$80,039.00	\$77,039.00	\$7,703.90	\$69,335.10	\$77,039.00	\$7,703.90	\$3,000.00

Approvals	
Assoc. Field Engineer:	02/25/2022 Date
Construction Engineer:	<i>[Signature]</i> 2/28/2022 Date
Director of Housing:	<i>[Signature]</i> 2/28/2022 Date
Director of Public Works:	<i>[Signature]</i> 2/28/22 Date

-P&W-2021-

PARTIAL PAYMENT NO. TWO

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Klean Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	PRICE	EXTENSION	QUANTITY THIS PERIOD	QUANTITY LAST PAY	QUANTITY TO DATE	DOLLARS AMOUNT	% REMAINING	COMP																																																																																																																								
BASE BID - Outlook																																																																																																																																			
1	1	Abatement of 1103 E 8th St	1	LS	\$17,100.00	0.00	1.00	1.00	\$17,100.00	\$0.00	100%																																																																																																																								
2	2	Demolition of 1103 E 8th St	1	LS	\$9,975.00	1.00	0.00	1.00	\$9,975.00	\$0.00	100%																																																																																																																								
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4	4	Demolition of 1608 Wabash Ave	1	LS	\$15,092.00	1.00	0.00	1.00	\$15,092.00	\$0.00	100%																																																																																																																								
5	EW-1	Transit of Interior Material		LS	\$6,500.00	0.00	1.00	1.00	\$6,500.00	\$0.00	100%																																																																																																																								
6	EW-2	Tree Removal	1	LS	\$2,500.00	1.00	0.00	1.00	\$2,500.00	\$0.00	100%																																																																																																																								
<table> <tr> <td colspan="2">PERIOD ENDING</td><td colspan="2">ORIGINAL CONTRACT AMT</td><td>\$68,039.00</td><td colspan="2">TOTAL</td><td colspan="5">\$77,039.00</td></tr> <tr> <td colspan="2"></td><td colspan="2">CO #1</td><td>\$6,500.00</td><td colspan="2"></td><td colspan="5"></td></tr> <tr> <td colspan="2"></td><td colspan="2">CO #2</td><td>\$2,500.00</td><td colspan="2"></td><td colspan="5"></td></tr> <tr> <td colspan="2"></td><td colspan="2"></td><td></td><td colspan="2">LESS 10%</td><td colspan="5">\$7,703.90</td></tr> <tr> <td colspan="2"></td><td colspan="2"></td><td></td><td colspan="2">SUB-TOTAL</td><td colspan="5">\$69,335.10</td></tr> <tr> <td colspan="2"></td><td colspan="2">CURRENT CONTRACT AMOUNT</td><td>\$77,039.00</td><td colspan="2"></td><td colspan="5"></td></tr> <tr> <td colspan="2"></td><td colspan="2"></td><td></td><td colspan="2">LESS PRIOR PAYMENTS</td><td colspan="5">\$44,524.80</td></tr> <tr> <td colspan="2"></td><td colspan="2">ACCOUNT NO.</td><td>CD1911</td><td colspan="2"></td><td colspan="5"></td></tr> <tr> <td colspan="2"></td><td colspan="2">P.O. NO.</td><td>21002521</td><td colspan="2">COMPLETE</td><td colspan="5">100%</td></tr> <tr> <td colspan="2"></td><td colspan="2"></td><td></td><td colspan="2">PAY CONTRACTOR-----></td><td colspan="5">\$24,810.00</td></tr> </table>												PERIOD ENDING		ORIGINAL CONTRACT AMT		\$68,039.00	TOTAL		\$77,039.00							CO #1		\$6,500.00										CO #2		\$2,500.00													LESS 10%		\$7,703.90										SUB-TOTAL		\$69,335.10							CURRENT CONTRACT AMOUNT		\$77,039.00													LESS PRIOR PAYMENTS		\$44,524.80							ACCOUNT NO.		CD1911										P.O. NO.		21002521	COMPLETE		100%										PAY CONTRACTOR----->		\$24,810.00				
PERIOD ENDING		ORIGINAL CONTRACT AMT		\$68,039.00	TOTAL		\$77,039.00																																																																																																																												
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					PAY CONTRACTOR----->		\$24,810.00																																																																																																																												

Page 262 of 599

PARTIAL PAYMENT No. TWO

PROJECT NAME: Abate and Demolish 1103 E 8th St. And 1608 Wabash Ave
CONTRACTOR: Cyclone Kleen Up
PROJECT NO: 21-054

BID ITEM	DESCRIPTION	BID QUANTITY	UNIT	UNIT PRICE	QUANTITY PREVIOUS	QUANTITY THIS PERIOD	AMOUNT
BASE BID							
1	Abatement of 1103 E. 8th St	1	LS	\$17,100.00	1.00	0.00	\$0.00
2	Demolition of 1103 E 8th St	1	LS	\$9,975.00	0.00	1.00	\$9,975.00
3	Abatement of 1608 Wabash Ave	1	LS	\$25,872.00	1.00	0.00	\$0.00
4	Demolition of 1608 Wabash Ave	1	LS	\$15,092.00	0.00	1.00	\$15,092.00
EW-1	Transit of Interior Material	1	LS	\$6,500.00	1.00	0.00	\$0.00
EW-2	Tree Removal	1	LS	\$2,500.00	0.00	1.00	\$2,500.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00
				\$0.00	0.00	0.00	\$0.00

• 1/2
1256.7

2/28/2022

TOTAL \$27,567.00

LESS 10% \$2,756.70

AMOUNT DUE CONTRACTOR \$24,810.30

1308
E 8th

9,975.00 +
9,975.00 *

120
0
120
120
0

02/25/2022

Associate Field Engineer

DATE

1608
Wabash

15,092.00 +
2,500.00 +
17,592.00 *

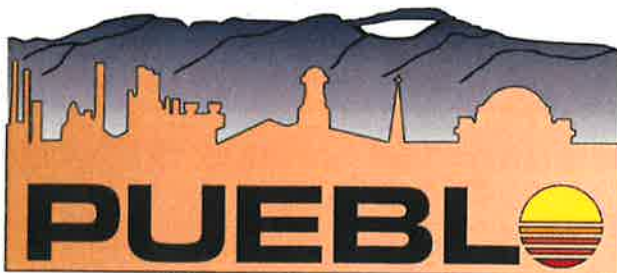
Cyclone Kleen Up Rep.

DATE

9,975.00 +
1,378.35 -
8,596.65 *
24,810.30 *

0.00 *

Current Contract Amount	77,039.00
Retainage %	10%
Retainage Total	<u>7,703.90</u>
Current Contract Amount	77,039.00
Prior Payments	44,524.80
Payment Current	<u>24,810.30</u>
Remaining on PO	<u>7,703.90</u>
Difference	<u><u>0.00</u></u>



Pueblo Regional Building Department
830 N Main St. Suite 100
Pueblo CO 81003
719-543-0002 fax 719-543-0062

www.prbd.com

August 8, 2018

Pueblo Department of Public Works
ATTN: Sam Vigil/Aaron Emerson
211 E. D Street
Pueblo, CO 81003

RE: 1103 E. 8th St.

Dear Sam/Aaron:

The owners of the above referenced structure have failed to comply with the orders pursuant to Section 401 of the Uniform Code for the Abatement of Dangerous Buildings (1997 Ed.) (the "Code") as adopted and amended by Chapter 13 of Title IV of the Pueblo Municipal Code. We hereby request per Section 801 of the 1997 Abatement of Dangerous Buildings Code that you demolish the above structure.

If there is any additional information you may need on the above property, please feel free to give me a call.

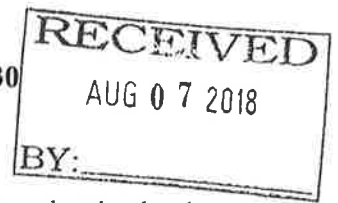
Sincerely,


J.D. Potter
Chief Building Inspector

/jkk

Enclosures: Updated O & E
Notice and Order
Picture of structure
Invoice

ENDORSEMENT
Attached to Policy No.: CO-FSTG-IMO-27C0G1-1-18-F0610930
Issued by
Fidelity National Title Insurance Company



The Company hereby assures the Assured that, subsequent to the effective date of the Guarantee issued under the above number, no matters are shown by the public records which would affect the assurances in said Guarantee other than the following:

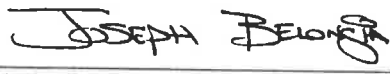
Notice and Order recorded June 26, 2018 at Reception No. 2109541

This endorsement is issued as part of the guarantee. Except as it expressly states, it does not (i) modify any of the terms and provisions of the guarantee, (ii) modify any prior endorsements, (iii) extend the Date of Guarantee, or (iv) increase the Amount of Insurance. To the extent a provision of the guarantee or a previous endorsement is inconsistent with an express provision of this endorsement, this endorsement controls. Otherwise, this endorsement is subject to all of the terms and provisions of the guarantee and of any prior endorsements.

Dated: July 25, 2018

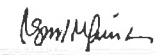
Fidelity National Title Insurance Company

Countersigned by:


Authorized Signature



By


Randy Quirk, President

Attest


Michael Gravelle, Secretary

PUEBLO REGIONAL BUILDING DEPARTMENT

NOTICE AND ORDER

TO: Selsa Guterrez
1103 E. 8th St.
Pueblo, CO 81001-3538

DATE: June 26, 2018

Premises located at: 1103 E. 8th St.
Legal Description: W. 1/2 of Lot 25, all of Lot 26, and the E. 5 feet. Of lot 27, Block 2, Owen's Heights

The undersigned Building Official or his authorized representative hereby finds that the building located at the above indicated address is a dangerous building under the provisions of Section 302 of the Uniform Code for the Abatement of Dangerous Buildings (1997 Ed.) (the "Code") as adopted and amended by Chapter 13 of Title IV of the Pueblo Municipal Code. A brief and concise description of the item or items found to exist under §302 of the Code which render the building dangerous are indicated by the checked boxes below:

- | | |
|---|---|
| ☐ §302-1 Insufficient means of exit | ☐ §302-11 33% or greater damage/deterioration of supporting member(s) or 50% damage/deterioration to non-supporting member(s) enclosing exterior walls/coverings |
| ☐ §302-2 Unsafe walking surface on means of exit | ☒ §302-12 Damage or dilapidation renders structure attractive nuisance to children, harbor for vagrants or location for crime |
| ☐ §302-3 Load stress exceeds 150% of stress allowed in Building Code for similar structure or purpose | ☒ §302-13 Specific violations of Building Code or Housing Code |
| ☐ §302-4 Structural strength or stability impaired by fire, wind, flood or other cause | ☐ §302-14 Supporting member less than 66% of required strength or fire or weather resistance; non-supporting member less than 50% |
| ☐ §302-5 Likely failure of member, collapse or detachment | ☒ §302-15 Unsanitary, unfit for habitation or likely to cause disease |
| ☐ §302-6 Member or exterior appurtenance not sufficiently affixed or capable of withstanding 50% of wind pressure specified by Building Code for new buildings | ☐ §302-16 Determined by Fire Department to be a fire hazard |
| ☐ §302-7 Cracked, warped or settled with materially lower resistance to wind or earth-quake | ☒ §302-17 Public nuisance under law |
| ☐ §302-8 Likelihood of partial or full collapse due to deterioration, faulty construction, or ground instability | ☒ §302-18 Structure partially demolished/destroyed; structure abandoned over 6 months and presents public hazard |
| ☐ §302-9 Manifestly unsafe for purpose for which building being used | ☒ §302-19 Dilapidation, decay, damage, lack of Building or Housing Code compliance tends to depress adjoining property values |
| ☐ §302-10 Exterior walls leaning, bending or buckling such that center of gravity not within middle one-third of base | |

The factual basis for the foregoing determination is set forth in the attached Inspection Report, including any attachments thereto.



File 10938

Notice and Order
Selsa Guiterrez
RE: 1103 E, 8th St.
June 26, 2018
Page Two

YOU ARE HEREBY ORDERED TO :

- ☐ Repair the building or structure as indicated in the attached Inspection Report. All required permits for such report work shall be secured and the repair work physically commenced within 30 days from the date of this Notice And Order, and such repair work shall be completed within 90 days from the date of this Notice And Order. The Building Official hereby determines that the time specified for completion of the repair work is reasonable under all of the circumstances.

If the repairs are not commenced within the time specified above, the building or structure shall be demolished within ninety (90) days that is no later than _____

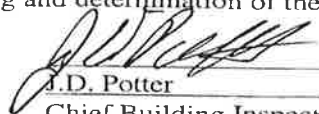
If the repairs are timely commenced as required above, but are not completed within the time specified above for completion, the building or structure shall be demolished within ninety (90) days that is no later than _____

- ☐ Vacate the building or structure within _____ days from the date of this Notice And Order. The Building Official hereby determines that the above period of time to vacate the building or structure is reasonable. (Note: Building Official to post a Notice To Vacate on each exit of the building upon expiration of the time specified above.)

- ☒ Demolish the building or structure. The building or structure shall be vacated within _____ days of the date of this Notice And Order; permits for the demolition shall be obtained and demolition work shall commence within 30 days of the date of this Notice And Order and be completed within 60 days of the date of this Notice And Order.

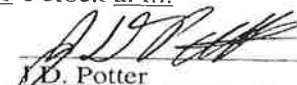
IF ANY REQUIRED REPAIR OR DEMOLITION WORK IS NOT COMMENCED WITHIN THE TIME SPECIFIED, THE BUILDING OFFICIAL MAY ORDER THE BUILDING VACATED AND POSTED TO PREVENT OCCUPANCY AND MAY CAUSE THE WORK TO BE DONE AND CHARGE THE COSTS THEREOF AGAINST THE PROPERTY OR ITS OWNER(S).

Any person having any record title or legal interest in the building may appeal from this Notice And Order or any other action of the Building Official to the Building Board of Review of the Pueblo Regional Building Department ("Board"), which serves as the board of appeals for the Code, provided that the appeal is made in writing as provided in the Code and filed with the Building Official within 30 days from the date of service of this Notice And Order. Failure to timely appeal will constitute a waiver of all right to an administrative hearing and determination of the matter.


J.D. Potter
Chief Building Inspector

CERTIFICATE OF SERVICE

The undersigned hereby certifies under penalty of perjury that he posted a copy of the foregoing Notice And Order upon the Premises identified above by firmly affixing it to Front door of the house at 25th on the June day of 2018, at 9:00 o'clock a. m.


J.D. Potter
Chief Building Inspector

Notice and Order
Selsa Guiterrez
RE: 1103 E. 8th St.
June 26, 2018
Page Three

The undersigned hereby certifies under penalty of perjury that the foregoing Notice And Order was duly served upon the record owner of the Premises identified above by mailing a copy of same via first-class U.S. Mail and by mailing a copy by certified mail, return receipt requested and delivered by process server to such owner at his/her last known address as shown in the records of the Pueblo County Assessor addressed as follows on the 26th day of June, 2018 at 9:30 o'clock a. m.

Selsa Guiterrez

1103 E. 8th St.

Pueblo, CO 81001

Jeanette Kay Kelley

Jeanette Kay Kelley

The undersigned hereby certifies under penalty of perjury that the foregoing Notice And Order was duly served upon the following persons by mailing a copy of same via first-class U.S. Mail and by mailing a copy by certified mail, return receipt requested, to each such person addressed as indicated: (serve each occupant of the premises, holder of any mortgage, deed of trust, or other lien or encumbrances of record, holder of any lease of record, and holder of any other legal interest of record or known to the Building Official)

N/A

J.D. Potter
J.D. Potter
Chief Building Inspector





Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 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 ORDINANCE NO. 10373 TO UPDATE THE ASSIGNED PROJECT NUMBER FROM PL2203 TO PL2301

SUMMARY:

This Ordinance amends the assigned project number for Project No. PL2203 - Colorado Smelter Revitalization Project Support to PL2301 - Colorado Smelter Revitalization Project Support.

PREVIOUS COUNCIL ACTION:

On January 23, 2023, City Council passed Ordinance No. 10373, which established Project No. PL2203 and budgeted and appropriated \$22,000.00 into that account.

On January 9, 2023, City Council passed Ordinance No. 10369, which approved an Intergovernmental Agreement with the Pueblo Department of Public Health and Environment which outlined terms and conditions related to the City of Pueblo's support of several work items in support of certain projects identified in the Colorado Smelter Revitalization Plan.

On October 26, 2020, City Council passed Resolution No. 14496, adopting the Colorado Smelter Revitalization Plan, which approved a slate of improvement projects in the Bessemer, Bojon Town, and the Grove neighborhoods that could be completed as funding became available.

BACKGROUND:

This Ordinance amends Ordinance No. 10373, updating the assigned project account number from PL2203 to PL2301. The funds previously appropriated to PL2203 will be reappropriated into Project No. PL2301. The project title will not change.

FINANCIAL IMPLICATIONS:

Not applicable to this Ordinance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Not approving the Ordinance would prevent the assigned project number from being updated.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING ORDINANCE NO. 10373 TO
UPDATE THE ASSIGNED PROJECT NUMBER FROM PL2203
TO PL2301

WHEREAS, City Council passed Ordinance No. 10373 on January 23, 2023, establishing Project No. PL2203 - Colorado Smelter Revitalization Project Support and budgeting and appropriating \$22,000.00 to said project account; NOW, THEREFORE,

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

SECTION 1.

The project number and title for Project No. PL2203 - Colorado Smelter Revitalization Project Support, is hereby amended to Project No. PL2301 - Colorado Smelter Revitalization Project Support.

SECTION 2.

Funds budgeted and appropriated in the amount of \$22,000.00 to Project No. PL2203 shall be budgeted and appropriated under the new project number, PL2301.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

President of City Council

ATTEST

City Clerk



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 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 APPROVING A PUBLIC ART DONATION AGREEMENT BETWEEN REID MILLER AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO THE DONATION OF ARTWORK FOR PUBLIC ENJOYMENT AS PART OF THE PUEBLO HISTORY AND ARTWALK PROJECT AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Public Art Donation Agreement between Reid Miller and the City of Pueblo related to the donation of a sculpture to be installed along the route of the Pueblo History and Art Walk for public enjoyment.

PREVIOUS COUNCIL ACTION:

On October 26, 2020, City Council passed Resolution No. 14496, adopting the Colorado Smelter Revitalization Plan, which approved a slate of improvement projects in the Bessemer, Bojon Town, and Grove neighborhoods that could be completed as funding became available.

On January 9, 2023, City Council passed Ordinance No. 10369, approving an Intergovernmental Agreement between the City and the Pueblo Department of Public Health and Environment related to the establishment of the Pueblo History and Art Walk and related project support to be provided by the City's Public Works Department.

On January 23, 2023, City Council passed Ordinance No. 10373, establishing Project No. PL2203 - Colorado Smelter Revitalization Project Support and budgeting and appropriating funds in the amount of \$22,000 for the project.

BACKGROUND:

One of the stated goals in the Colorado Smelter Revitalization Plan was the installation of public artwork within the Bessemer, Bojon Town, and Grove neighborhoods. The Pueblo Department of Public Health and Environment commissioned several artists to create artwork for installation along the Pueblo History and Art Walk route. Reid Miller is among the artists who have been selected to participate in the creation of artwork for

this project.

FINANCIAL IMPLICATIONS:

Mr. Miller will donate his sculpture to the City at no cost and he will be responsible for the installation and maintenance of the artwork for a period of two years while it is on public display. The City will install the foundation for installing the artwork using funds previously budgeted and appropriated by Pueblo City Council. Mr. Miller will retain the right to purchase his artwork back from the City at the end of the two-year period and he will be responsible for removing the artwork at that time if he so chooses. If he does not exercise his option to buy the artwork back, the City may, at its discretion, opt to continue displaying the artwork, relocate the artwork, or dispose of the artwork. In such case, the City will be responsible for all costs associated with the maintenance of the sculpture after Mr. Miller's two-year maintenance period expires.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

This project was vetted within the local community and supported by the Bessemer, BojonTown, and Grove Improvement Network ("BEGIN") Governing Committee.

ALTERNATIVES:

Denial of this agreement will result in the City being unable to accept the donated artwork from Mr. Miller.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Public Art Donation Agreement - Miller (230205)

ORDINANCE NO.

AN ORDINANCE APPROVING A PUBLIC ART DONATION AGREEMENT BETWEEN REID MILLER AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO THE DONATION OF ARTWORK FOR PUBLIC ENJOYMENT AS PART OF THE PUEBLO HISTORY AND ARTWALK PROJECT AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Public Art Donation Agreement ("Agreement") by and between Reid Miller and the City of Pueblo, a Municipal Corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute said Agreement for and on behalf of the City of Pueblo and the City Clerk's Office 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 to implement the policies and procedures described herein.

SECTION 3.

This Ordinance shall become effective immediately upon passage and approval.

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

PUBLIC ART DONATION AGREEMENT

THIS PUBLIC ART DONATION AGREEMENT ("Agreement") is hereby entered into this ____ day of _____, 2023 by and between the City of Pueblo, a Colorado municipal corporation ("City"), and Reid Miller ("Miller"). City and Miller may be individually referred to herein as "Party" or collectively referred to as "Parties."

WITNESSETH:

WHEREAS, Miller has been commissioned by the Pueblo Department of Public Health and Environment to create a metal sculpture ("Artwork") for public display and enjoyment;

WHEREAS, Miller represents that he is the sole owner of said Artwork and that he has the right to convey the Artwork and all intellectual property rights, including design and copyright, to City;

WHEREAS, Miller desires to convey the Artwork to City and install the Artwork for public display within the City;

WHEREAS, City agrees to accept ownership of the Artwork and have it installed for public display and enjoyment within the City subject to the terms and conditions set forth herein;

NOW, THEREFORE, in consideration of the foregoing and all other covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, all Parties agree as follows:

1. The following terms as used in this Agreement shall have the following meanings:

"Effective Date" refers to the date of this agreement and means the date of final signature of any of the Parties to this Agreement, whichever is latest.

"Installation Date" means the date set forth in the Schedule for which the installation of the Artwork shall commence.

"Installation Deadline" means March 31, 2023 unless such date is extended in writing by the Director of Public Works, which extension shall be made at the sole and absolute discretion of said Director.

"Maintenance and Repair Services" means, without limitation, all actions required so that the Artwork is kept and maintained in a good, clean, safe and operable condition consistent and in compliance with all applicable laws, ordinances, and regulations including but not limited to removing dirt, grime, bird droppings, weeds, graffiti, and repairing minor damage to the Artwork caused by weather, Acts of God, vandalism or any other cause, including damage by a motor vehicle.

“Premises” means the designated area at the southwesterly end of the Clark Street right-of-way where the Artwork will be installed as indicated in Exhibit A, which is attached hereto and incorporated herein.

“Public Art Display” means the Artwork, concrete foundation and anchoring system, signage, landscape improvements, and other installed ancillary improvements which are located upon the Premises and which may be necessary for the safe public enjoyment of and access to the Artwork.

“Schedule” means the schedule for installation of the Artwork as required by this Agreement.

2. Within thirty (30) days of the Effective Date of this Agreement, Miller shall provide City with the Schedule. The Schedule shall be subject to review and approval by City. Following approval of the Schedule by City, any subsequent changes must be approved by City before installation may commence. It is expressly acknowledged and agreed that the placement or location of the Artwork upon City property or within a public right-of-way must be approved by the City’s Director of Public Works. Miller shall provide City with all required design parameters and technical information necessary to design and install the concrete foundation slab and anchoring system at least forty-five (45) days prior to the Installation Date.

3. Subject to and conditioned upon the approval of the Schedule, City agrees to allow Miller to install the Artwork (or to have the Artwork installed) upon the Premises. City further agrees to construct the required concrete slab foundation and landscaping improvements to include gravel, landscape border edging, and related ancillary improvements. Subject to availability of equipment and labor to support the installation, which determination shall be made at the sole and absolute discretion of City, City agrees to provide material handling equipment support and operators to assist with the installation of the Artwork. All such work shall be performed by City subject to all limitations, waivers and releases set forth in this Agreement including specifically below Paragraph No. 17.

4. Upon installation of the Artwork by Miller and written acceptance of the installed Artwork by City, ownership of the Artwork and all intellectual property rights, including design and copyright, shall be conveyed to and become the property of City. Risk of loss or damage to the Artwork will be borne by Miller until the Artwork is installed and accepted by City. For two (2) years following the Installation Date, Miller agrees to perform Maintenance and Repair Services for the Artwork at his sole expense. For two (2) years following the Installation Date, City agrees to retain ownership of the Artwork, and all rights attached thereto, and except as provided in Paragraph 10 below, City agrees to refrain from selling, trading, or conveying Artwork without the written consent of Miller during said period.

5. If for any reason City refuses to accept the installed Artwork, Miller shall retain ownership of the Artwork and shall be responsible for removing the Artwork from the Premises at his sole expense within forty-five (45) days after notice by City. As part of the removal process, Miller shall additionally be responsible for mitigation of any safety hazards to pedestrians, bicycles, scooters, and maintenance vehicles and equipment (including, but not limited to any exposed anchor bolts, sign posts, or other hardware). Miller **shall not** be responsible for removing the concrete slab foundation or any installed landscaping improvements.

6. If Miller fails to install the Artwork prior the Installation Deadline, City's obligations under this Agreement shall terminate, and Miller shall return the Premises to their original conditions except Miller shall not be responsible for removing the concrete slab foundation or any installed landscaping improvements.

7. Miller agrees to indemnify, defend, save and hold harmless the City, its respective agents, officers, directors, employees and representatives from and against any and all claims, suits, losses, injuries, damages, liabilities and expenses, including, without limitation, reasonable attorneys' fees and expenses occasioned in connection with, arising or alleged to arise from, wholly or in part, the Maintenance and Repair Services provided by Miller under this Agreement.

8. City may, at any time and for any reason, relocate the Artwork to another location within the City of Pueblo for public display and enjoyment at City's sole discretion and expense.

9. At the end of the two-year period following the acceptance of the Artwork by City and subject to and conditioned upon Miller being in compliance with all obligations hereunder including but not limited to the Maintenance and Repair Services, Miller shall have a thirty-day (30-day) period during which he shall have the unilateral right to purchase the Artwork and all intellectual property rights, including design and copyright, from the City for one dollar and zero cents (\$1.00). If Miller exercises his right to purchase the Artwork as specified within this Paragraph, he shall be responsible for removing the Artwork from the Premises at his sole expense within forty-five (45) days of notifying the City of his intent to purchase the Artwork. As part of the removal process, Miller shall additionally be responsible for mitigation of any safety hazards to pedestrians, bicycles, scooters, and maintenance vehicles and equipment (including, but not limited to any exposed anchor bolts, sign posts, or other hardware). Miller **shall not** be responsible for removing the concrete slab foundation or any installed landscaping improvements.

10. If Miller is unable or unwilling to provide Maintenance and Repair Services, if Artwork or Public Art Display becomes a nuisance, or if Artwork is damaged and repair or restoration costs exceed reasonable economic value for the replacement of the Artwork, City may remove and dispose of the Artwork at its sole discretion. If Artwork is removed by City for any of the conditions specified within this Paragraph 10 within the two-year period following the acceptance of the Artwork by City, City shall provide written notice to Miller of its decision and Miller shall have a thirty-day (30-day) period during which he shall have the unilateral right to purchase the Artwork in "as-is" condition and all intellectual property rights, including design and copyright, from the City for one dollar and zero cents (\$1.00). If Miller exercises his right to purchase the Artwork as specified within this Paragraph, he shall be responsible for collecting and transporting the Artwork at his sole expense within forty-five (45) days of notifying the City of his intent to purchase the Artwork. In such case, Miller **shall not** be responsible for removing the concrete slab foundation or any installed landscaping improvements. City shall offer and Miller shall accept the Artwork in "as-is" condition.

11. If Miller declines to exercise his right to purchase the Artwork as specified in Paragraphs 9 and 10 of this Agreement, or otherwise fails to collect and transport Artwork within the required time frame as set forth in Paragraphs 5, 9 and 10 of this Agreement, Miller agrees to forfeit any and all future rights and claims to the Artwork and all intellectual property rights, including design and copyright.

12. No term or provision of this Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, benefits, rights, protections, or any other provision of the Colorado Governmental Immunity Act, sections 24-10-101 and 120, C.R.S., as amended, or any other law granting immunity to the City and each of its respective officers and employees.

13. This Agreement sets forth all understandings and agreements between the Parties relating to the subject matter hereof. No modification or amendment to this Agreement shall be valid unless set forth in writing and approved by the Parties. No verbal representation, agreement or understanding by any officer or employee of the City, either before or after execution of this Agreement, shall modify or amend any of the terms and provisions of this Agreement.

14. The provisions of this Agreement are for the benefit of the named Parties only, and no third party shall have any right or remedy hereunder or the right to enforce any provision of this Agreement.

15. This Agreement shall be construed in accordance with and be governed by the laws of the State of Colorado without regard to conflict of law principles.

16. Time is of the essence hereof. This Agreement shall be binding upon and inure to the benefit of the Parties and their respective successors and assigns, provided Miller may not assign this Agreement or any interest herein without the express written consent of City.

17. In no event shall the City, its officers, agents or employees, be liable to Miller for damages, including without limitation, compensatory, punitive, indirect, special or consequential damages, resulting from or arising out of or related to this Agreement or the performance or breach thereof by City, or the failure or delay of City in the performance of any covenant or provision under this Agreement on its part to be performed. In consideration of City entering into this Agreement, Miller hereby waives and discharges City, its officers, agents and employees from all claims for any and all such damages. No breach, default, delay or failure of City under this Agreement shall be or be construed to be a waiver, discharge or release of Miller's obligations under this Agreement.

18. If any provision of this Agreement is declared by a court of competent jurisdiction to be invalid or unenforceable, such determination shall not affect the other provisions of this Agreement which shall remain in full force and effect.

19. 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.

20. 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 jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

21. This Agreement may be executed in one (1) 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.

SIGNATURE PAGE

ATTEST:

CITY OF PUEBLO

By: _____
Marisa Stoller, City Clerk

By: _____
Mayor Nicholas A. Gradisar

Date: _____

Date: _____

[S E A L]

REID MILLER

By: _____
Reid Miller

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Reid Miller.

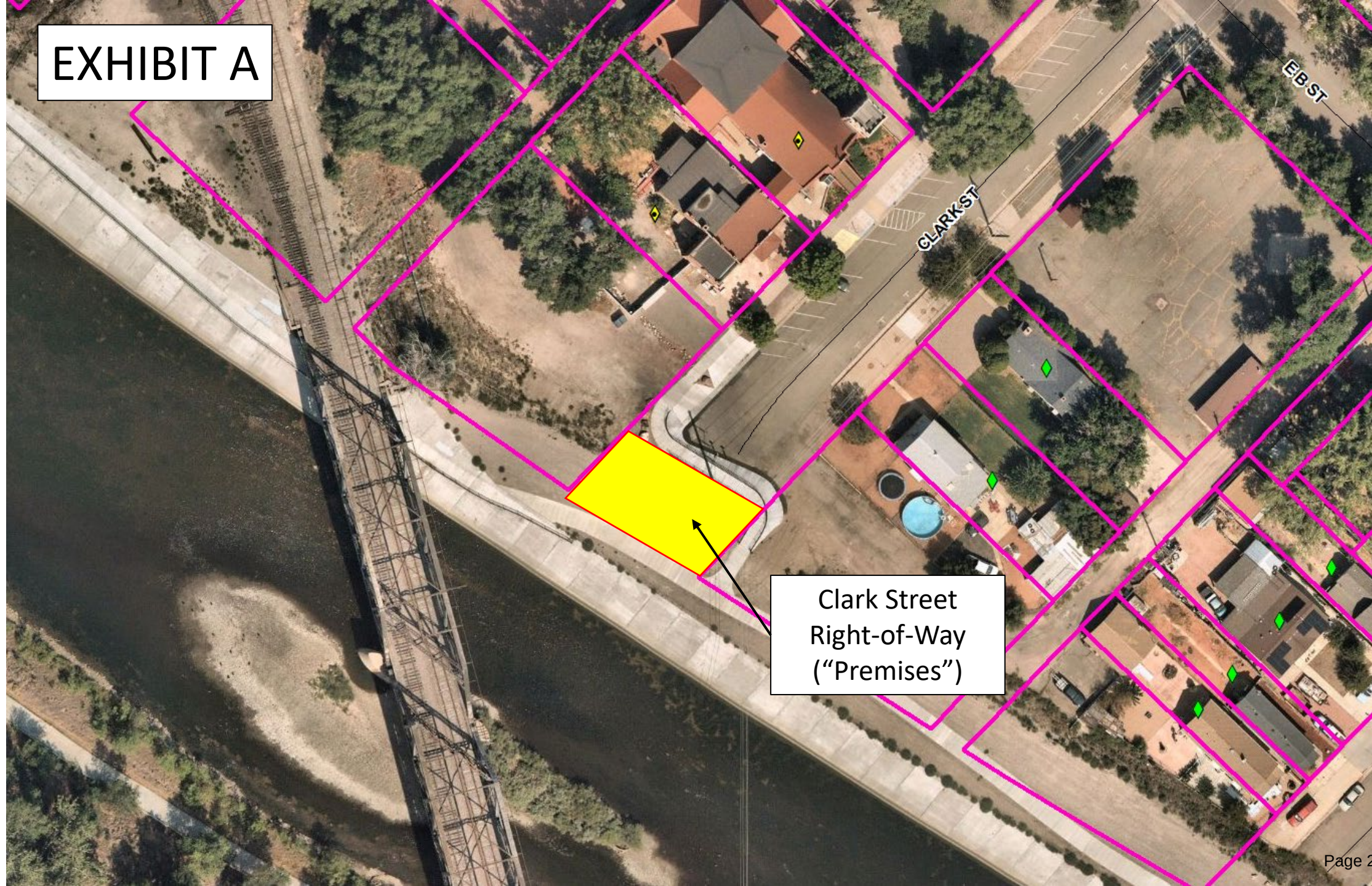
Witness my hand and official seal.

[S E A L]

My commission expires _____.

Notary Public

EXHIBIT A



Clark Street
Right-of-Way
("Premises")



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 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 APPROVING A DEFERRED IMPROVEMENTS AGREEMENT BETWEEN MARK DITKOFF AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS INCIDENTAL TO A REARRANGEMENT OF PROPERTY BOUNDARIES AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Deferred Improvements Agreement between Mark Ditkoff and the City of Pueblo related to the construction of required public improvements at 4745 Hero Way incident to Mr. Ditkoff's submission of an application for a rearrangement of property boundaries.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Mark Ditkoff is the owner of two adjoining parcels of land in the Walking Stick Vista Filing No. 1 Subdivision and has filed an application for the rearrangement of the property boundaries to combine the two existing parcels into one single parcel. In order to ensure the required public improvements for the newly-created lot are installed in a timely manner, the Director of Public Works has conditioned the approval of the rearrangement plat upon Mr. Ditkoff entering into a Deferred Improvements Agreement with the City which requires him to construct the sidewalk within 180 days of the plat being recorded.

FINANCIAL IMPLICATIONS

If Mr. Ditkoff performs his obligations under the proposed Agreement, there will be no financial implication to the City. Should Mr. If Ditkoff fails to comply with the terms and conditions of the Agreement, the City of Pueblo may construct the required public improvements at its expense and recover the construction costs through the assessment of a lien against the property.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failing to approve this Ordinance will prevent the City from being able to enter into the Deferred Improvements Agreement with Mr. Ditkoff.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Deferred Improvements Agreement - Ditkoff

ORDINANCE NO.

AN ORDINANCE APPROVING A DEFERRED IMPROVEMENTS AGREEMENT BETWEEN MARK DITKOFF AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO THE CONSTRUCTION OF PUBLIC IMPROVEMENTS INCIDENTAL TO A REARRANGEMENT OF PROPERTY BOUNDARIES AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Deferred Improvements Agreement ("Agreement") by and between Mark Ditkoff and the City of Pueblo, a Municipal Corporation, a copy of which is attached hereto and made a part hereof by reference, after having been approved as to form by the Pueblo City Attorney, is hereby approved. The Mayor is hereby authorized to execute an Agreement for and on behalf of the City Pueblo and the City Clerk is authorized to affix the seal of the City thereto and attest same.

SECTION 2.

The officers 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 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

DEFERRED IMPROVEMENTS AGREEMENT

THIS AGREEMENT is made and entered into this ____ day of _____, 2023 by and between THE CITY OF PUEBLO, a Municipal Corporation, hereinafter referred to as “City” and MARK DITKOF, hereinafter referred to as “Property Owner.” Hereinafter, City and Property Owner may be referred to individually as “Party” or collectively as “Parties”.

WHEREAS, Property Owner is the owner of certain properties situated in the City of Pueblo, County of Pueblo, Colorado, and legally described as follows:

AS PLATTED:

PARCEL A OF REARRANGEMENT OF PROPERTY BOUNDARIES LL-16-04 (FORMERLY PARCELS 04-083-10-001, 04-083-10-002, AND 04-083-10-003); AND LOT 9 BLOCK 2 OF WALKING STICK VISTA FILING NO. 1 (FORMERLY PARCEL 04-080-00-020)

AS REARRANGED:

PARCEL A OF WALKING STICK VISTA REARRANGEMENT OF PROPERTY BOUNDARIES-RPB-22-07

See WALKING STICK VISTA REARRANGEMENT OF PROPERTY BOUNDARIES-RPB-22-07 (“Rearrangement Plat”), attached hereto, incorporated herein and labelled B.

(hereinafter referred to as the “Property”);

WHEREAS, pursuant to the provisions of Chapter 4 of Title XII of the Pueblo Municipal Code, Property owner has requested and City has authorized approval of the Rearrangement Plat subject to Property Owner entering into a deferred improvement agreement for the construction of required public improvements described in Exhibit A attached hereto and incorporated herein (“Required Public Improvements”);

NOW, THEREFORE, in consideration of the foregoing and the following mutual covenants and agreements, the City and Property Owner agree as follows:

1. Property Owner agrees to construct and install, at its sole cost and expense, the Required Public Improvements within 180 days of the date upon which the Rearrangement Plat is recorded (“Deferral Period”).
2. All Required Public Improvements shall be installed in accordance with the version of Standard Construction Specifications and Standard Details for the City of Pueblo, Colorado that is in effect on the date of this Agreement. All improvements installed shall be subject to inspection and acceptance by the City’s Director of Public Works (“Director”). Any installed work that does not

meet the applicable standards will not be accepted. All work shall be performed by a contractor (or contractors) properly licensed to perform such work within the City of Pueblo.

3. Unless otherwise approved by the Director, all Required Public Improvements shall be installed within the public right-of-way. If any permanent or temporary easement is necessary to accommodate the construction, operation, or maintenance of Required Public Improvements, Property Owner agrees to grant an easement of sufficient size and configuration for such purposes to the City.

4. Upon failure, refusal, or neglect of the Property Owner or subsequent owners of the Property to construct or install such Required Public Improvements within the Deferral Period, the Director may cause the same to be constructed by a third-party contractor. In such case, the Director shall prepare a statement showing the whole cost of such construction, including an amount not to exceed fifteen percent (15%) additional for costs of inspection, administration, and other incidentals, and shall initiate proceedings to cause the same to be assessed against the Property including all collection remedies under 12-3-30(c), P.M.C., which the parties stipulate and acknowledge as applicable to such costs.

5. During any period of time after the Deferral Period in which any Required Public Improvements are not constructed and installed or, if constructed by City under above Paragraph 4, during any period of time the amounts owed the City under Paragraph 4 above remain unpaid, no building permit or certificate of occupancy may be issued or approved with respect to any building or structure upon or within the Properties.

6. This Agreement shall extend to and be binding upon the heirs, personal representatives, administrators, successors, and permitted assigns of the respective parties. This Agreement shall be recorded in the office of the County Clerk and Recorder of Pueblo County, Colorado, and shall constitute an agreement running with the land and may be specifically enforced by City. All recording fees for this Agreement and related documents will be paid by the Property Owner.

****SIGNATURE PAGE FOLLOWS****

IN WITNESS WHEREOF, the parties hereto set their hands and seal the day and year first written above.

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

By _____
Nicholas A. Gradisar, Mayor

ATTEST:

City Clerk

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023

by_____.

Witness my hand and official seal. My commission expires:_____.

[S E A L]

Notary Public

PROPERTY OWNER

By _____
Mark Ditkof

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023

by _____.

Witness my hand and official seal. My commission expires: _____.

[S E A L]

Notary Public

EXHIBIT A – REQUIRED PUBLIC IMPROVEMENTS

Property Owner shall construct new sidewalk segments and curb ramp on the southeast corner of Desert Candle Drive and Hero Way to complete the pedestrian pathway adjacent to his property as indicated by the hatched areas in Illustration 1 below. Sidewalk shall be constructed as a detached sidewalk at a width of five feet and connect to existing adjacent sidewalk segments. Any existing sidewalk segments adjacent to the Property that do not meet current standards for shall be repaired or replaced at Property Owner's sole expense. All work shall be installed in accordance with the latest version of the Standard Construction Specifications and Standard Details. Prior to construction, contact City of Pueblo Public Works Engineering Division to determine which type of curb ramp will be required on the southeast corner of Desert Candle Drive and Hero Way. Standard Construction Specifications and Standard Details for the City of Pueblo are available online at <https://www.pueblo.us/475/2022-Construction-Standards>.

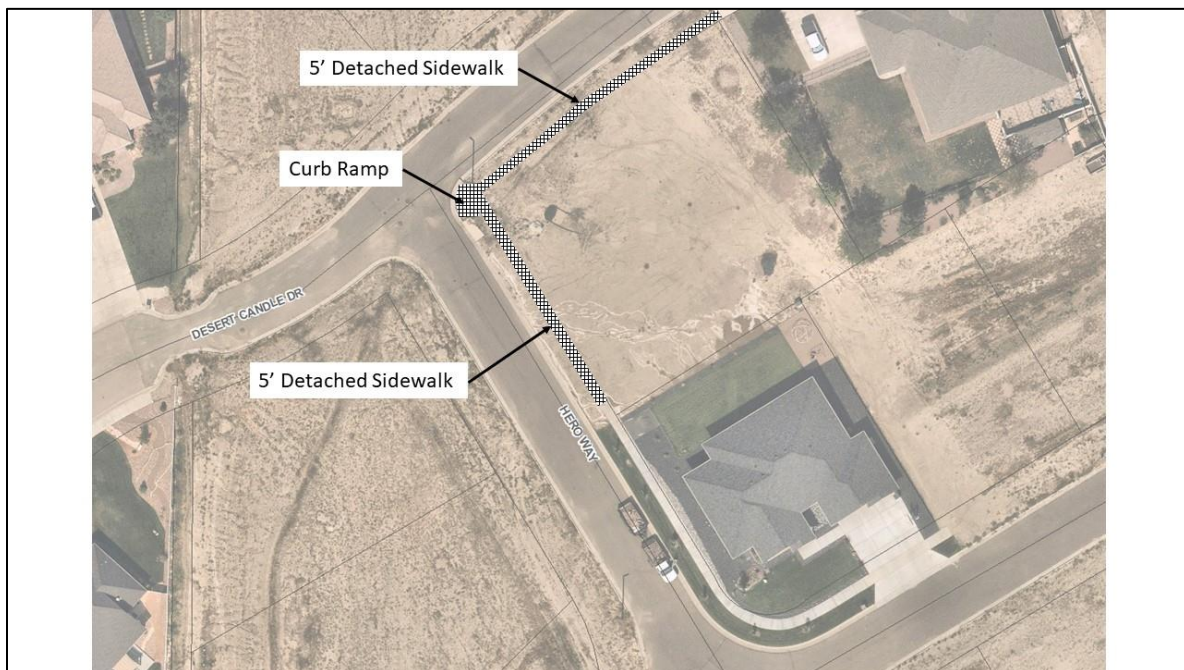


Illustration 1 – Required Public Improvements

DESERT CANDLE DR. and HERO WAY

Sidewalk	1,250 SF	@	\$8.00 / SF	=	\$10,000
Curb Ramp	1 EA	@	\$10,000 / EA	=	\$10,000
Tactile Bands	1 EA	@	\$500 / EA	=	\$500
<u>TOTAL</u>					<u>\$20,500</u>

Note: Construction quantities and costs listed above are only estimates provided for reference by the Parties and shall not limit the obligation of the Property Owner to construct complete and usable improvements in accordance with applicable standards. Actual construction quantities are subject to field verification by Property Owner.



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 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 AGREEMENT TO ACCEPT PROPERTY AND RELEASE OF CLAIMS BETWEEN CITY OF PUEBLO AND PUEBLO WEST FIRE DEPARTMENT RELATING TO ONE 2006 FREIGHTLINER HAZMAT APPARATUS

SUMMARY:

The attached agreement authorizes the donation of property and release of claims between the City of Pueblo and Pueblo West Fire Department (PWFD) in relation to a used and surplus Haz-Mat Unit.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

This agreement allows the Donee (City of Pueblo Fire Department) to accept a surplus Haz-Mat apparatus from Donor (Pueblo West Fire Department). Donor owns a 2006 Freightliner Emergency Apparatus that is surplus to its needs. Donee has agreed to accept the property in its current condition without warrant and releases the Donor from any and all claims and demands with respect to the condition or future use of the property being donated.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

None.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Haz-Mat Transfer

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT TO ACCEPT
PROPERTY AND RELEASE OF CLAIMS BETWEEN CITY OF
PUEBLO AND PUEBLO WEST FIRE DEPARTMENT RELATING
TO ONE 2006 FREIGHTLINER HAZMAT APPARATUS

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

The Agreement to Donate Property and Release of Claims between City of Pueblo and Pueblo West Fire Department ("Agreement") relating to one 2006 Freightliner Emergency Apparatus, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved

SECTION 2.

The Mayor is authorized to execute the Agreement 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 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



PUEBLO WEST FIRE DEPARTMENT
P.O. BOX 7005/51 E. HAHNS PEAK AVE.
PUEBLO WEST, COLORADO 81007

ADMINISTRATIVE MEMORANDUM

TO: Chief Barb Huber, Pueblo Fire Department

FROM: BRIAN K. CASERTA, FIRE CHIEF *BKC*

CC: Dave Cosby, Support Services Director
Bureau Chief Mark Mears, Pueblo County Sheriff Office

DATE: February 3, 2023

TITLE: TRANSFER OF APPARATUS OWNERSHIP

The Pueblo West Metropolitan District, Via the Pueblo West Fire Department is transferring ownership of a 2006 Freightliner Emergency Apparatus (Haz-Mat Unit) as is, to the City of Pueblo, Pueblo City Fire Department. This unit is identified with the VIN #1FVACYDC97HY36033.

This apparatus can be received as arranged by and through the respective fire departments and fleet services of each entity as of this date.

[Signature]

Pueblo West Fire Department

2/8/2023

Date

[Signature]

Pueblo Fire Department

2/8/2023

Date



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 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 LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PROFESSIONAL BULL RIDERS, LIC, A DELAWARE LIMITED LIABILITY COMPANY FOR STORAGE SPACE LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003

SUMMARY:

Attached is a Proposed Ordinance approving and authorizing the Mayor to sign a Lease between the City of Pueblo and Professional Bull Riders, LLC, a Delaware Limited Liability Company ("PBR").

PREVIOUS COUNCIL ACTION:

The City has been leasing approximately 2,400 square feet of storage space in the Pope Block Building to PBR since 2016. The current lease expires on March 31, 2023.

BACKGROUND:

PBR wishes to continue to lease storage space in the Pope Block Building located at 317 North Main Street in Downtown Pueblo. The Pope Block Building is owned by the City of Pueblo. The lease approved by the attached Ordinance is for three (3) years beginning April 30, 2023 and ending on March 31, 2026. PBR may exercise two (2) one (1) year renewal options with 90 days prior notice to the Landlord. The rent will increase by 3% per year in each renewal year.

FINANCIAL IMPLICATIONS:

Base Rent owed by PBR to the City shall be as follows:

Time Period	Base Rent per Month
April 1, 2023 to March 31, 2024	\$2,250.00
April 1, 2024 to March 31, 2025	\$2,317.50

April 1, 2025 to March 31, 2026

\$2,387.00

During the lease term and any extensions, PBR shall continue to pay its pro rata portion of CAM expenses.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, PBR's current lease will expire and it shall become a month-to-month tenant.

RECOMMENDATION:

Approve the Ordinance.

ATTACHMENTS:

1. PBR Storage Lease with City

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN A LEASE BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PROFESSIONAL BULL RIDERS, LIC, A DELAWARE LIMITED LIABILITY COMPANY FOR STORAGE SPACE LOCATED AT 317 NORTH MAIN STREET, PUEBLO, COLORADO 81003

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

SECTION 1.

The Lease between the City of Pueblo, a Colorado municipal corporation, and Professional Bull Riders, LLC, a Delaware Limited Liability Company, dated March 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 Lease 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 and directed to perform any and all acts consistent with this Ordinance and the attached Lease 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

LEASE

This Lease is made as of this 27th day of March 2023, by and between the City of Pueblo, a Colorado municipal corporation ("Landlord") and Professional Bull Riders, LLC a Delaware limited liability company ("Tenant").

ARTICLE 1 BASIC DATA

Each reference in this Lease to any of the terms contained in this Article or otherwise defined in this Agreement will be construed to incorporate the definitions or data stated under that term, defined as follows:

1.1. Building: 317 North Main Street, Pueblo, CO 81003

1.2. Leased premises: approximately 2,400 Rentable Square Feet (RSF) located on the 1st Floor West

1.3. Term: Three (3) years

1.4. Commencement date: April 1, 2023

1.5. Termination date: March 31, 2026

1.6. Renewal option: Tenant may exercise two (2) one (1) year renewal options with 90 days prior notice to the Landlord. The rent will increase by 3% per year in each renewal year.

1.7. Tenant improvement allowance: None

1.8. Agency disclosure and commission: None

1.9. Landlord address: City of Pueblo Finance Dept.
1 City Hall Place, 2nd Floor
Pueblo, CO 81003
Phone: (719) 553-2655

1.10. Tenant address: PBR
Attn: Shaunna Schmidt
101 West Riverwalk
Pueblo, CO 81003
Phone: (719) 470-6163

ARTICLE 2 LEASE OF PREMISES

2.1. Leased Premises. In consideration of the mutual covenants and agreements herein contained, Landlord hereby leases to Tenant the premises containing approximately 2,400 rentable square feet ("RSF") located on the 1st Floor West in the Building (the "Leased

Premises”) together with all appurtenances. Leased Premises shall be segregated with secured access for Tenant at no additional cost to Tenant. Notwithstanding anything to the contrary contained in this Agreement, neither the size nor location of the Leased Premises may be modified during the Term without Tenant’s prior written consent.

2.2. Common Areas. Tenant shall have, as appurtenant to the Leased Premises, the non-exclusive right to use, and permit its invitees to use in common with other tenants of the Building, public lobbies, hallways, stairways, elevators, walkways necessary for access to Leased Premises, loading areas, pedestrian sidewalks and other areas or facilities which are in the Building which are public in nature.

2.3 Repair and Maintenance. Landlord shall repair and maintain the Building and the Building common areas in good operating condition and repair.

2.4 Parking. Tenant shall procure parking in a separate agreement.

2.5 Utilities. Subject to Article 12 of the Lease, Landlord shall provide at no additional cost to Tenant, water, electricity HVAC services to the Leased Premises.

ARTICLE 3 TERM

3.1. Commencement Date; Term. This Lease shall have a three (3) year term (“Term”). The Lease Term begins (the “Commencement Date”) on April 1, 2023 and terminates on March 31, 2026 (the “Termination Date”).

3.2. Options. Provided Tenant is in full compliance with terms and conditions of this Lease, Tenant may extend the Term for an Extended Term as follows. Tenant may exercise two (2), one (1) year renewal options with 90 days prior notice to the Landlord. The rent will increase by 3% per year in each renewal year.

ARTICLE 4 BASE RENT AND ADDITIONAL CHARGES

4.1 Base Rent. Base Rent owed by Tenant to Landlord shall be as follows:

Month	Base Rent
April, 2023	\$2,250.00
May, 2023	\$2,250.00
June, 2023	\$2,250.00
July, 2023	\$2,250.00
August, 2023	\$2,250.00
September, 2023	\$2,250.00

October, 2023	\$2,250.00
November, 2023	\$2,250.00
December, 2023	\$2,250.00
January, 2024	\$2,250.00
February, 2024	\$2,250.00
March, 2024	\$2,250.00
April, 2024	\$2,317.50
May, 2024	\$2,317.50
June, 2024	\$2,317.50
July, 2024	\$2,317.50
August, 2024	\$2,317.50
September, 2024	\$2,317.50
October, 2024	\$2,317.50
November, 2024	\$2,317.50
December, 2024	\$2,317.50
January, 2025	\$2,317.50
February, 2025	\$2,317.50
March, 2025	\$2,317.50
April, 2025	\$2,387.00
May, 2025	\$2,387.00
June, 2025	\$2,387.00
July, 2025	\$2,387.00
August, 2025	\$2,387.00
September, 2025	\$2,387.00
October, 2025	\$2,387.00
November, 2025	\$2,387.00
December, 2025	\$2,387.00
January, 2026	\$2,387.00
February, 2026	\$2,387.00

March, 2026	\$2,387.00
-------------	------------

4.2. Tenant's Obligation to Pay a Pro Rata Portion of the Operating Expenses of the Building. Commencing on the Commencement Date, and on the first day of each month thereafter during the Term of this Lease, as an additional charge, Tenant must pay to Landlord Tenant's estimated pro rata share of the Building's estimated Operating Expenses for the current calendar year, based upon the actual Operating Expenses for the prior calendar year in the manner of payment for the base rent described in Section 4.1 above. On or before March 1 of each year during the Term of this Lease, beginning with the Commencement Date, Landlord shall provide Tenant with documentation which demonstrates the Building's actual Operating Expense for the prior calendar year, along with a calculation of the difference between Tenant's estimated pro rata Operating Expense payments for such calendar year and the Tenant's actual pro rata share of the Operating Expense for that calendar year. In the event of an underpayment, Tenant shall pay the difference to Landlord or Landlord shall refund the overpayment to Tenant. Notwithstanding the foregoing, if Landlord does not supply said documentation within one hundred eighty (180) days after the end of each calendar year, Landlord shall have forfeited its opportunity to seek reimbursement from Tenant for any underpayment such documentation subsequently reveals, however such limitation does not act to waive Landlord's duty to supply Tenant with said documentation within a reasonable time thereafter. In addition, Tenant shall have the right, at its own cost to audit Landlord's records of Operating Expenses within forty-five (45) days of receipt of said documentation and shall recover a reimbursement for any expenses improperly accounted for and included in Operating Expenses. In the event such audit reveals discrepancies which in the aggregate amount to more than ten percent (10%) different than that previously reported by Landlord, then Landlord shall reimburse Tenant for all reasonable costs associated with conducting said audit.

4.3. Operating expenses: NNN Expenses will cover the Tenant's pro rata share of the following items:

- Maintenance and Management of the Building
- Building Utilities
- Repair of Building
- Building Property Taxes
- Building use taxes
- Building Insurance
- Building Fire Systems

4.4. Operating expenses formula: Tenant shall pay its pro-rata share of the Operating Expenses for the Building according to the following formula: square footage leased by the Tenant divided by 101,992 square feet (net rentable space in the Building) times total Operating Expenses.

4.5. 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 as part of the Building's Operating Expenses. 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 5 USE

5.1. Use. Tenant may use the Leased Premises for the storage of video tapes and administrative office purposes.. 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. Tenant shall inform Landlord, thirty (30) days in advance, of all use of the Building's computer fiber for data transmission. Landlord will not withhold any access if data transmissions are in compliance with City of Pueblo agreements with service provider(s).

5.2. 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 or the Building regarding Tenant's use of the Premises, provided that Tenant shall not be required to make modifications or alterations to the Building.

ARTICLE 6 ALTERATIONS AND SIGNS

6.1. Tenant's Alterations. Alterations, installations, improvements, additions or other physical changes to the Leases Premises shall not be made by the Tenant without the prior written consent of the Landlord, which consent shall not be unreasonably withheld, conditioned or delayed.

6.2. Signage. The size, location, color and design of any sign placed by the Tenant on the Leased Premises or Building, shall be subject to the Landlord's prior written approval, not to be unreasonably withheld.

6.3. Liens. Tenant must keep the Leased Premises and this Lease free from any mechanic's, materialman's, or similar liens or encumbrances, and any claims therefore for labor or materials furnished to Tenant. If Tenant fails to do so, Landlord may pay the amount or take such other action as Landlord deems necessary to remove such claim, lien or encumbrance, without being responsible for investigating the validity thereof. The amount so paid and costs incurred by the Landlord will be deemed additional rent under this Lease payable upon demand, without limitation as to other remedies available to Landlord.

6.4. 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. Tenant may remove, but shall not be required to remove, any fixtures, alterations or improvements made to the Leased Premises, provided that Tenant repairs any damage caused by such removal. Any items of personal property not removed by Tenant on the Termination Date of this Lease may be retained or disposed of by Landlord, at Tenant's expense.

ARTICLE 7 INDEMNIFICATION AND INSURANCE

7.1. 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 in the Building, if caused by an act or omission by Landlord or its agents or employees, arising out of Landlord's operations or Landlord's use or occupancy of the Building.

7.2 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 in the Building, if caused by an act or omission by Tenant or its agents or employees, arising out of Tenant's operations or Tenant's use or occupancy of the Building.

7.3 Landlord's Insurance.

7.3.1. Liability Insurance. During the Term of this Lease, Landlord must maintain insurance covering Landlord's liability for ownership, maintenance and use of the Building, including the Common Areas. 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.

7.3.2 Property Insurance. Landlord must maintain "all-risk" property insurance covering the Building against loss or damage resulting from fire or other insurable loss.

7.4. Tenant's Insurance.

7.4.1. Liability Insurance. During the Term, Tenant must maintain insurance covering Tenant's liability for occupation and use of the Leased Premises and the Building, including the Common Areas. 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 \$250,000 with respect to property damage arising out of any one occurrence.

7.4.2. 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.

7.5. Insurance Requirements. All insurance required to be carried by the parties hereunder shall be issued by responsible insurance companies qualified to do business in the State of Colorado. The parties further agree to provide each other with copies of certificates of insurance for all policies required as well as annual proof of payment of premiums.

7.6 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 or the Building or to personal property or improvements 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' 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 8 ASSIGNMENT

8.1. Internal Assignments. Notwithstanding anything in this Lease to the contrary, Tenant has the right to assign this Lease or sublet the Leased Premises, without Landlord's consent, to a parent, subsidiary, or affiliate of Tenant, to a company that has been merged or consolidated with Tenant, or to a company acquiring all or substantially all of Tenant's physical assets at the Leased Premises, provided Tenant (or the resulting entity of any merger or consolidation) remains fully liable hereunder.

8.2. Outside Assignment Requirements. It shall be necessary for Tenant to obtain Landlord's prior, written consent to any other proposed assignment of this Lease or subletting of the Leased Premises. However, Landlord's consent must not be unreasonably or unduly withheld, conditioned, or delayed, provided, however, that Landlord may withhold consent thereto if in the exercise of its sole judgment it determines that:

8.2.1. Financial Condition. The financial condition of the proposed assignee or subtenant is not consistent with the extent of the obligations undertaken by the proposed assignment or sublease; or

8.2.2. Proposed Use. The proposed use of the Leased Premises is not appropriate for the Building or in keeping with the character of the existing tenancies of the Building.

ARTICLE 9 CASUALTY AND RESTORATION

9.1. Restoration. Upon any damage due to fire or other casualty, if such casualty results in damage to more than 5% of the gross leasable area of the Building, Landlord may, in its sole discretion, upon thirty (30) days written notice to Tenant after such casualty, terminate this Lease. Landlord may also, in its sole discretion, undertake restoration of the Building and complete such restoration, with due diligence, after such casualty. If there is damage to the Premises or Building such that Tenant will not be able to reasonably use the Premises for ninety (90) days, then Tenant shall have the right to terminate this Lease by delivery of written notice to Landlord.

9.2. Equitable Adjustment. Upon any damage due to fire or other casualty, whether or not Landlord decides to undertake restoration of the Building, the parties agree that the Tenant's obligation to pay a pro rata portion of the Operating Expenses of the Building shall be equitably abated and apportioned from the date of such casualty until such repairs are completed or until Tenant vacates the Leased Premises.

ARTICLE 10 DEFAULT AND REMEDIES

10.1. Tenant's Default. If Tenant (a) fails to make its monthly payment of Tenant's pro rata portion of the Operating Expenses for more than 10 days after Tenant receives notice of

such failure from Landlord; or (b) fails to perform or observe any other 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.

10.2. Landlord's Default. If Landlord fails to perform or observe any agreement or condition contained herein, 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 has the right to terminate this Lease.

10.3. 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 11 GENERAL PROVISIONS

11.1. 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 Address 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.

11.2. Holding Over. Should Tenant hold over in possession of the Leased Premises after the expiration of the Term, as extended, such holding over shall not be deemed to extend the Term or renew this Lease, but this Lease will continue as a tenancy from month to month upon the terms and conditions stated herein. Note that there will a 3% increase in rents each successive year .

11.3. 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 of the others.

11.4. 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.

11.5. Attorneys' Fees. In the case of any litigation among the parties under this Agreement, the prevailing party will be entitled to reimbursement for its reasonable costs, including reasonable attorneys' fees, incurred in any such dispute.

11.6. 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.

11.7. Venue and Waiver of Trial by Jury. In the event of any litigation arising under this Agreement, exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court and each party submits to the personal and subject matter jurisdiction of such District Court. Landlord and Tenant hereby waive 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 Premises, and/or any claim of injury or damage.

11.8. 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.

11.9. 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.

11.10. No Third Party Beneficiaries. The provisions of this Agreement 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.

11.11. Counterparts. This Agreement 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.

11.12. 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.

11.13. 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.

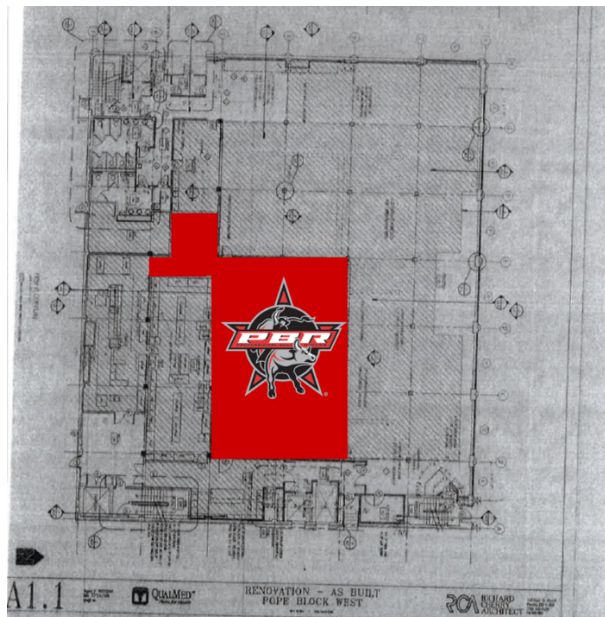
ARTICLE 12 SPACE LOCATION

12.1. Environment. The lease space location shall conform to the following environment conditions at all times. Failure to maintain within the specifications shall be deemed a breach of contract and subject to asset damage claims by Tenant.

- Power: 24x7 dedicated with generator backup.
- Temperature: 60-73 degrees Fahrenheit.
- Humidity: 20-30% RH range.

Tenant has the right to specify conditions within the above specified ranges. Landlord shall provide monthly reports to tenant documenting daily environment conditions.

12.2. Diagram. The lease space location shall be on the first floor in the location depicted by the diagram below.



IN WITNESS WHEREOF, this Lease is executed and delivered as of the date first above written.

TENANT:
Professional Bull Riders, LLC
a Delaware limited liability company

Signature

Print Name

Print Title

Date

LANDLORD:
CITY OF PUEBLO
a Colorado municipal corporation

Nicholas A. Gradisar, Mayor

Attest: _____
City Clerk



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Vicente Martinez Ortega, Councilor Martinez

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF \$1,500 TO SPONSOR THE INAUGURAL HIP HOP FESTIVAL ON SATURDAY, JULY 22, 2023 AT MINERAL PALACE PARK.

SUMMARY:

Attached for consideration is a request for support of the Inaugural Hip Hop Festival on Saturday, July 22, 2023 at Mineral Palace Park.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

City Council Member Vicente Martinez Ortega is requesting \$1,500 to support Mad Fresh Productions' Inaugural Hip Hop Festival, which will offer free admission on July, 22, 2023 at Mineral Palace Park. The event will feature b-boy battles and DJ battles with prizes for each and workshops for kids.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,500 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Mad Fresh Productions.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Vicente Martinez Ortega.

ATTACHMENTS:

1. Hip Hop Festival Sponsorship Request
2. Hip Hop Festival Flyer 2023
3. Hip Hop Festival Flyer back 2023
4. 2023 Contingencies (Council) Hip Hop Festival

RESOLUTION NO. 15175

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO MAD FRESH PRODUCTIONS IN THE AMOUNT OF \$1,500 TO SPONSOR THE INAUGURAL HIP HOP FESTIVAL ON SATURDAY, JULY 22, 2023 AT MINERAL PALACE PARK

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,500 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Mad Fresh Productions to sponsor the Inaugural Hip Hop Festival on Saturday, July 22, 2023 at Mineral Palace Park.

SECTION 2.

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

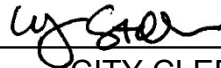
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED March 13, 2023

BY: Dennis Flores
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

[illegible]



city of

PUEBLO

colorado

CITY OF PUEBLO SPONSORSHIP REQUEST

Date of Request: 02/03/23

Name: Javier Quinones

Business/Non-Profit Name: Mad Fresh Productions

Phone: 847-863-2852 E-Mail: javier4life@hotmail.com

Name of Event: 1st Annual Hip Hop Festival

Date of Event: July, 22, 23 Amount requested: \$2000

*****Supporting event documents must be attached to this request*****

Make check payable to:

Business/Non-Profit Name: Mad Fresh Productions

Address: 1425 E. 19th Street
Pueblo, CO

Phone: 847-863-2852

Please note: If the payee listed above is not an established vendor with the City of Pueblo, the application must be completed before payment can be processed. If payee is an active vendor with the City of Pueblo we will confirm the information listed above. If the information does not match our records, it must be updated before payment can be processed.

OFFICE USE ONLY:

Amount approved: _____ Supporting Councilmember: _____

Agenda date: _____ Vendor Confirmation Date: _____



Mad
Fresh
Productions
Presents

HIATUS festival

Day **Jul 22 23** Year

HIATUS - VIGILANT - KUYA
The DJ Squad - ATAC - Affliction Music
SouthPak - KenDog - DJ Espi

B-BOY BATTLES, DJ BATTLES, GRAFFITI BATTLES

ENTRY 11AM - FREE COVER - KIDS WORKSHOPS
MINERAL PALACE PARK- 1600 N Santa Fe Ave, Pueblo, CO 81003



EMCEES

Hiatus
Affliction Music
Bullhead*ded
Vigilant
KenDog
Kuya
Stoney
D Mane



GRAFFITI

Jars	Stale Art
Japan	Prone
Nazca	Coser
Knozer	Jesk
Age	Name (RIP)
Khan195	Acme
G-Luv	



DJS

Damage	Roy Rumble
D-Selects	Scratch
Espi	Mista B.
Wayzout	Mono (RIP)
Dru	Thriller

GUEST DJ



B-BOY/B-GIRL

BreakeFX 2.0
Jon-Michael
Woehler
Espi
Duvall

Over **\$300** in Prizes for each Battle (1st, 2nd, 3rd)

JULY 22 2023 - ENTRY 11AM - FREE COVER - KIDS WORKSHOPS
MINERAL PALACE PARK- 1600 N Santa Fe Ave, Pueblo, CO 81003



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, President

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY DBA HARP AUTHORITY IN THE AMOUNT OF \$9,000 TO SPONSOR THE ANNUAL ROLLIN' ON THE RIVERWALK FIREWORKS CELEBRATION ON TUESDAY, JULY 4, 2023

SUMMARY:

Attached for consideration is a request for support of the annual Rollin' on the Riverwalk Fireworks Celebration on Tuesday, July 4, 2023.

PREVIOUS COUNCIL ACTION:

Council supported this event for \$9,000 in 2022 and has supported in past years.

BACKGROUND:

City Council Member Heather Graham is requesting \$9,000 to support the Historic Arkansas Riverwalk's annual Rollin' on the Riverwalk Fireworks Celebration on Tuesday, July 4, 2023. The free community event includes a fireworks show, food vendors, retail vendors, and live entertainment. Live entertainment will begin at 4:00 pm and run until about 9:30 pm. There will be a brief intermission during which time the Pueblo Veterans Ritual Team will post the colors. Fireworks will be launched from the Main Street parking garage at 9:30 pm and run for about 20-22 minutes.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$9,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Historic Arkansas Riverwalk of Pueblo Authority dba HARP Authority.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Heather Graham.

ATTACHMENTS:

1. Sponsor letter 2023 - City of Pueblo (003)
2. 2023 Rollin' Sponsorship Packet (003)
3. 2023 Contingencies (Council) HARP Rollin on the Riverwalk

RESOLUTION NO. 15176

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO HISTORIC ARKANSAS RIVERWALK OF PUEBLO AUTHORITY DBA HARP AUTHORITY IN THE AMOUNT OF \$9,000 TO SPONSOR THE ANNUAL ROLLIN' ON THE RIVERWALK FIREWORKS CELEBRATION ON TUESDAY, JULY 4, 2023

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$9,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Historic Arkansas Riverwalk of Pueblo Authority dba HARP Authority to sponsor the annual Rollin' on the Riverwalk Fireworks Celebration on Tuesday, July 4, 2023.

SECTION 2.

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

SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED March 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

[illegible]



125 Riverwalk Place
Pueblo, CO 81003

719-595-0242 ▪ www.puebloriverwalk.org

February 15, 2023

Heather Graham
Pueblo City Council

Dear City Council,

The HARP Foundation is hosting its annual Rollin' on the Riverwalk Fireworks Celebration on Tuesday, July 4, 2023.

We are planning a free community event that includes a fireworks show, food vendors, retail vendors, and live entertainment. Live entertainment will begin at 4:00 pm and run until about 9:30 pm. There will be a brief intermission during which time the Pueblo Veterans Ritual Team will post the colors. Fireworks will be launched from the Main Street parking garage at 9:30 pm and run for about 20-22 minutes.

Traditionally, this event has served as a fundraiser for the HARP Foundation. After 2020, however, we decided to make this event free to the public and allow it to be an opportunity to bring the community together to celebrate and support Pueblo's great downtown.

We close Alan Hamel Avenue and Main Street to ensure plenty of open space for people to watch the fireworks, grab a meal, and enjoy the live entertainment. Other food and non-food vendors can be found on both Alan Hamel and Main.

This free-to-the-community event is not without costs, however. The fireworks and the venue setup total \$35,000. We are seeking sponsorship from local organizations to assist with the associated costs and support this opportunity, having a truly positive impact in Pueblo.

We greatly appreciate the City's past support of this event and respectfully request your consideration of the enclosed sponsorship opportunities.

Sincerely,

Shayla Keys
Recreation and Entertainment Operations Manager



★ ★ ★

ROLLIN' ON THE RIVERWALK

Tuesday, July 4, 2023

2023 SPONSORSHIP
OPPORTUNITIES



2023 SPONSORSHIP OPPORTUNITIES

Fireworks* - \$15,000

Exclusive Stage - \$8,500

Freedom - \$5,000

Celebration - \$3,000

Community - \$1,500

*Co-sponsorship available



FIREWORKS SPONSOR **\$15,000**

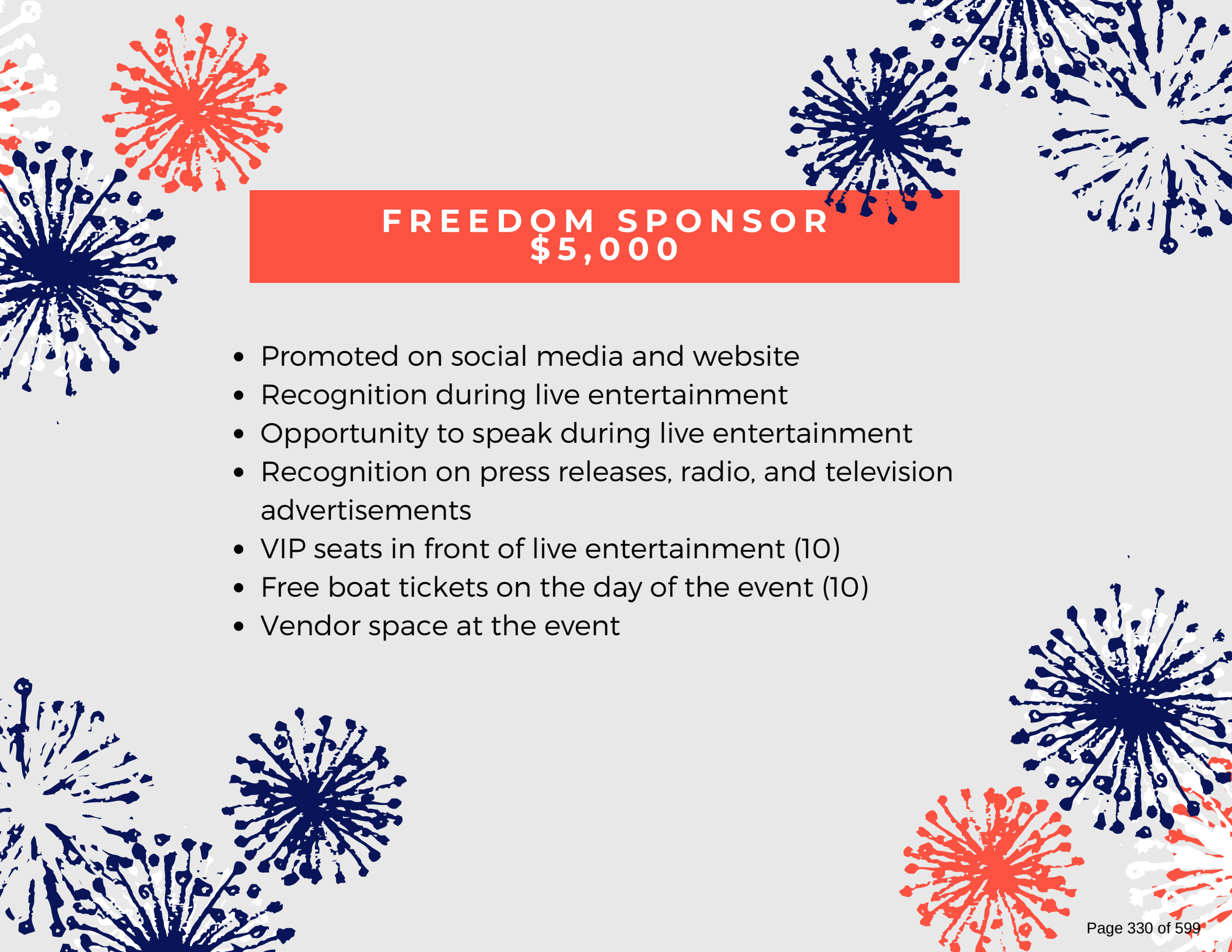
- Promoted as EXCLUSIVE fireworks sponsor on social media and website
- Recognition during live entertainment
- Opportunity to speak and count down the fireworks
- Recognition on press releases, radio, and television advertisements
- VIP seats in front of live entertainment (number TBD)
- Free boat tickets on the day of the event (number TBD)
- One free facility rental at the Lake Elizabeth Pavilion with access to pedal boats
- Opportunity to provide swag on the day of the event
- Vendor space at the event

*Co-sponsorship available



EXCLUSIVE STAGE SPONSOR **\$8,500**

- Promoted as EXCLUSIVE stage sponsor on social media and website
- Recognition during live entertainment
- Opportunity to speak during live entertainment
- Recognition on press releases, radio, and television advertisements
- VIP seats in front of live entertainment (number TBD)
- Free boat tickets on the day of the event (number TBD)
- One free facility rental at the Lake Elizabeth Pavilion with access to pedal boats
- Opportunity to provide swag on the day of the event
- Vendor space at the event



FREEDOM SPONSOR \$5,000

- Promoted on social media and website
- Recognition during live entertainment
- Opportunity to speak during live entertainment
- Recognition on press releases, radio, and television advertisements
- VIP seats in front of live entertainment (10)
- Free boat tickets on the day of the event (10)
- Vendor space at the event



CELEBRATION SPONSOR \$3,000

- Promoted on social media and website
- Recognition on press releases, radio, and television advertisements
- Free boat tickets on the day of the event (10)
- Vendor space at the event



COMMUNITY SPONSOR \$1,500

- Promoted on social media and website
- Recognition on press releases, radio, and television advertisements
- Free boat tickets on the day of the event (4)



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Heather Graham, President

SUBJECT: A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO SOUTHERN COLORADO PRESS CLUB IN THE AMOUNT OF \$1,000 TO SPONSOR THE SHEEP DIP AWARDS DINNER ON THURSDAY, APRIL 6, 2023 AT THE OLD TIME CARRIAGE HOUSE

SUMMARY:

Attached for consideration is a request for support of the Southern Colorado Press Club's Sheep Dip Awards Dinner on Thursday, April 6, 2023 at the Old Time Carriage House.

PREVIOUS COUNCIL ACTION:

Council supported this event with \$500 in 2022.

BACKGROUND:

City Council Member Heather Graham is requesting \$1,000 to support the Sheep Dip Awards Dinner on Thursday, April 6, 2023. This year, the Mel Harmon recipient for community service award will recognize the McCulley Family and the Damon Runyon Lifetime Achievement Award will recognize Jon Pompia of Pueblo District 60. Proceeds benefit students at PCC and CSU Pueblo for scholarships for Mass Communications, Journalism, Graphic Design and other industry-related degrees.

FINANCIAL IMPLICATIONS:

Funds in the amount of \$1,000 would be paid from the Council Contingencies Account in the 2023 General Fund Budget to Southern Colorado Press Club.

BOARD/COMMISSION RECOMMENDATION:

N/A

STAKEHOLDER PROCESS:

N/A

ALTERNATIVES:

City Council could choose not to authorize funding for this event.

RECOMMENDATION:

This Resolution is at the request of Council Member Heather Graham.

ATTACHMENTS:

1. 2023 Sheep Dip Request
2. 2023 Press Club Fact Sheet Sponsor Information
3. 2023 Contingencies (Council) Sheepdip Press Club

RESOLUTION NO. 15177

A RESOLUTION AUTHORIZING PAYMENT FROM THE COUNCIL CONTINGENCIES ACCOUNT IN THE 2023 GENERAL FUND BUDGET TO SOUTHERN COLORADO PRESS CLUB IN THE AMOUNT OF \$1,000 TO SPONSOR THE SHEEP DIP AWARDS DINNER ON THURSDAY, APRIL 6, 2023 AT THE OLD TIME CARRIAGE HOUSE

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Payment in the amount of \$1,000 from the Council Contingencies Account in the 2023 General Fund Budget is authorized to be paid to Southern Colorado Press Club to sponsor the Sheep Dip Awards Dinner on Thursday, April 6, 2023.

SECTION 2.

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

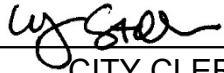
SECTION 3.

This Resolution shall become effective upon passage and approval.

INTRODUCED March 13, 2023

BY: Vicente Martinez Ortega
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

[illegible]

Alyssa Parga

Subject: RE: 2023 Sheep Dip

From: Haley Robinson <HRobinson@pueblo.us>

Date: Tuesday, Feb 21, 2023, 8:39 AM

To: Heather Graham <HGraham@pueblo.us>

Subject: 2023 Sheep Dip

Good morning President Graham,

I'm reaching out to you regarding the upcoming 2023 Sheep Dip event with Southern Colorado Press Club to be held at the Old Time Carriage House on Thursday, April 6. This year the Mel Harmon recipient for community service award will recognize the McCulley Family and the Damon Runyon Lifetime Achievement Award will recognize Jon Pompia of Pueblo District 60. I'd like to see a sponsorship from Pueblo City Council at one of the levels of gold, corporate, table sponsor or silver level at your discretion.

I have attached a fact sheet and sponsorship information sheet for your review to help you and your fellow councilors see where the fundraising benefits students at PCC and CSU Pueblo for scholarships for Mass Communications, Journalism, Graphic Design and other industry-related degrees. I would be happy to answer any of your questions related to this sponsorship. Thank you!

Haley Sue Robinson

(She/Her/Hers)

Director of Public Affairs

City of Pueblo

(Office) 719-553-2613

(Cell) 719-568-8064

hrobinson@pueblo.us



[Choose Pueblo](#)



2023 Southern Colorado Press Club Sheepdip Fact Sheet/Sponsor Information

Southern Colorado Press Club (SCPC) is comprised of communication professionals who meet monthly, September through May, for professional programming and networking.

Sheepdip is our annual fundraiser and recognizes Media Excellence in the field, along with our premier honorees for the evening who are recognized and celebrated with the Mel Harmon Community Service Award, and the Damon Runyon Award for Lifetime Achievement in Journalism/Communications.

The SCPC Board of Directors, is entirely 100% volunteer-driven and Sheepdip is the largest single fundraiser, directly supporting scholarships for students pursuing Mass Communications, Journalism, Graphic Design and other industry-related degrees at Colorado State University Pueblo and Pueblo Community College.

2023 Sheepdip Honorees

- Mel Harmon Community Service Award – McCulley Family
- Damon Runyon Lifetime Achievement Award – Jon Pompia

2023 Sheepdip Sponsorships

Gold Level - \$1,000

- Company banner hung at event
- One full page ad and company recognition in event program
- One table of eight (8) at Sheepdip event on April 6, 2023
- Recognition in pre-event publicity
- Table signage / recognition at event

Corporate Table - \$800

- Table of eight (8) at Sheepdip event on April 6, 2023
- ½ page ad and company recognition in event program
- Recognition in pre-event publicity
- Table signage

Table Sponsor - \$550

- Table of eight (8) at Sheepdip event on April 6, 2023
- Table signage / recognition at event

Silver Level - \$500

- ½ page ad and company recognition in event program
- 2 tickets to Sheepdip event on April 6, 2023
- Recognition in pre-event publicity
- Table signage / recognition at event



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 13, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE REMAINING APPORTIONMENT OF FY 2021 OPERATING GRANT, AGREEMENT FTA G-30, JANUARY 12, 2023, RELATING AWARD NO. CO-2023-004-00, BETWEEN THE CITY OF PUEBLO, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$545,006

SUMMARY:

Attached is a Grant Agreement between the City of Pueblo and the United States of America for the remaining apportionment of FY 2021 Transit Operating expenditures.

PREVIOUS COUNCIL ACTION:

Council has previously approved the FY 2021 Operating Grant between the City of Pueblo and the Federal Transit Administration to subsidize the City's mass transit system.

BACKGROUND:

Pursuant to Federal Transit Administration Award No. # CO-2023-004-00, the City has been awarded \$545,006 (remaining apportionment) of FFY2021 5307 funding that will be matched by \$325,097 in local funds. The local funds are from City of Pueblo's general fund as dedicated by the City's FY2023 budget. These funds are intended to subsidize Pueblo Transit's additional operating expenditures incurred in FY 2023.

FINANCIAL IMPLICATIONS:

The anticipated total project cost is \$870,013.00. The Federal share is \$545,006 and the required local match is \$325,097.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to provide all funding necessary to cover for additional expenditures incurred in FY 2023.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. GRANT CERTIFICATION 2021 Remaining Apportionment
2. 0667_001
3. 0668_001

ORDINANCE NO. 10404

AN ORDINANCE APPROVING AND AUTHORIZING THE EXECUTION OF THE REMAINING APPORTIONMENT OF FY 2021 OPERATING GRANT, AGREEMENT FTA G-30, JANUARY 12, 2023, RELATING AWARD NO. CO-2023-004-00, BETWEEN THE CITY OF PUEBLO, AND THE UNITED STATES OF AMERICA, DEPARTMENT OF TRANSPORTATION, FEDERAL TRANSIT ADMINISTRATION, IN THE AMOUNT OF \$545,006

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

SECTION 1.

The Operating Grant Agreement, FTA G-30, dated January 12, 2023, relating to Award No. CO-2023-004-00, between the City of Pueblo and the United States of America, Department of Transportation, Federal Transit Administration, 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 Grant Agreement on behalf of City of Pueblo. The City Clerk shall affix the Seal of the City to the Grant Agreement and attest the same.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 15, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

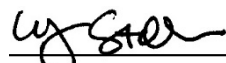
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: CO-2023-004-00 FTA G 30 FY2021 Operating Grant Remaining Apportionment Agreement

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Benjamin Valdez

2/7/2023
Date

Title: Transit Director

**UNITED STATES OF AMERICA
DEPARTMENT OF TRANSPORTATION
FEDERAL TRANSIT ADMINISTRATION**

**GRANT AGREEMENT
(FTA G-30)**

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(30), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number: CO-2023-004-00

Award Name: FFY21 5307 Operating, PM, & Paratransit

Award Start Date: 1/12/2023

Original Award End Date: 3/31/2024

Current Award End Date: 3/31/2024

Award Executive Summary: The City of Pueblo, CO applies the remaining FFY2021 Section 5307 apportionment of funds in the amount of \$545,006 federal, to be used towards the following;

Project#1) Operating assistance for fixed route and paratransit & 1% security, preventive maintenance for vehicles and facilities. Pre-award authority will be utilized starting January 1, 2021, for an estimated amount of \$354,414.

The local match share will be provided by the City of Pueblo general fund.

The following documents are attached to this application; STIP project listing & approval letter, Governor's apportionment letter.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$870,103.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$545,006.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$325,097.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$545,006.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$325,097.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$545,006
Local			\$325,097
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$870,103

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified
DOL Review Date: 1/12/2023
DOL Certification Date: 1/12/2023

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Cindy Terwilliger
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: cindy.terwilliger@dot.gov
Award Date: 1/12/2023

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Benjamin Valdez
Maintenance/Facilities Supervisor
CITY OF PUEBLO
1/19/2023

DOT

FTA

U.S. Department of Transportation

Federal Transit Administration

Award

Federal Award Identification Number (FAIN)	CO-2023-004-00
Temporary Application Number	1140-2023-3
Award Name	FFY21 5307 Operating, PM, & Paratransit
Award Status	Active (Executed)
Award Budget Number	0

Period of Performance Start Date	1/12/2023	
Original Period of Performance End Date	3/31/2024	
Current Period of Performance End Date	3/31/2024	Revision #: 0

Part 1: Recipient Information

Name: CITY OF PUEBLO

Recipient ID	Recipient OST Type	Recipient Alias	UEI	DUNS
1140	City	Pueblo, City of	NJK3BNUDRHJ7	010620284

Location Type	Address	City	State	Zip
Headquarters	1 CITY HALL PL	PUEBLO	CO	81003
Physical Address	1 CITY HALL PL	PUEBLO	CO	81003
Mailing Address	DEPARTMENT OF FINANCE	PUEBLO	CO	81002

Union Information

Union Name	ATU LOCAL 662
Address 1	29213 Gale Rd
Address 2	
City	Pueblo
State	CO

Zipcode	81006
Contact Name	Jerry Ballard
Telephone	(719) 248-0176
Fax	7195532724
E-mail	jballard.atu@gmail.com
Website	

Part 2: Award Information

Title: FFY21 5307 Operating, PM, & Paratransit

FAIN	Award Status	Award Type	Date Created	Last Updated Date	From TEAM?
CO-2023-004-00	Active (Executed)	Grant	12/8/2022	12/8/2022	No

Award Executive Summary

The City of Pueblo, CO applies the remaining FFY2021 Section 5307 apportionment of funds in the amount of \$545,006 federal, to be used towards the following;

Project#1) Operating assistance for fixed route and paratransit & 1% security, preventive maintenance for vehicles and facilities. Pre-award authority will be utilized starting January 1, 2021, for an estimated amount of \$354,414.

The local match share will be provided by the City of Pueblo general fund.

The following documents are attached to this application; STIP project listing & approval letter, Governor's apportionment letter.

Frequency of Milestone Progress Reports (MPR)

Annual

Frequency of Federal Financial Reports (FFR)

Annual

Does this application include funds for research and/or development activities?

This award does not include research and development activities.

Pre-Award Authority

This award is using Pre-Award Authority.

Does this application include suballocation funds?

Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Will this Grant be using Lapsing Funds?

No, this Grant does not use Lapsing Funds.

Will indirect costs be applied to this application?

This award does not include an indirect cost rate.

Indirect Rate Details: N/A

Requires E.O. 12372 Review

No, this application does not require E.O. 12372 Review.

Delinquent Federal Debt

No, my organization does not have delinquent federal debt.

Award Description

Purpose

FFY21 5307 Small Urban Formula funds will support operating, preventive maintenance for vehicles and facility, and paratransit operating.

Activities to be performed:

Operating for fixed route and paratransit, preventive maintenance for vehicles and facility.

Expected outcomes:

Maintain vehicles and facilities, and provide transit for fixed route and paratransit riders.

Intended beneficiaries:

Paratransit riders and fixed route riders.

Subrecipient Activities:

n/a

Award Point of Contact Information

First Name	Last Name	Title	E-mail Address	Phone
		murtaza.naqvi@dot.gov	Transportation Data Analyst	
		ranae.tunison@dot.gov	Transportation Program Specialist	
Benjamin	Valdez	Maintenance/Facilities Supervisor	bvaldez@pueblo.us	719-553-2721

Award Budget Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$545,006
Local			\$325,097
Local/In-Kind			\$0
State			\$0

State/In-Kind	\$0
Other Federal	\$0
Transportation Development Credit	\$0
Adjustment	\$0
Total Eligible Cost	\$870,103

Award Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2023-004-01-00	117-00 OTHER CAPITAL ITEMS (BUS) (117-A1)	\$293,213.00	\$73,304.00	\$366,517.00	3
CO-2023-004-01-00	11.7A.00 PREVENTIVE MAINTENANCE (Facility)	\$78,480.00	\$19,620.00	\$98,100.00	1
CO-2023-004-01-00	11.7A.00 PREVENTIVE MAINTENANCE (Vehicles)	\$157,507.00	\$39,377.00	\$196,884.00	1
CO-2023-004-01-00	11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$57,226.00	\$14,307.00	\$71,533.00	1
CO-2023-004-01-00	300-00 OPERATING ASSISTANCE (300-A2)	\$251,793.00	\$251,793.00	\$503,586.00	1
CO-2023-004-01-00	30.09.01 UP TO 50% FEDERAL SHARE	\$251,793.00	\$251,793.00	\$503,586.00	1

Discretionary Allocations

This application does not contain discretionary allocations.

Sources of Federal Financial Assistance

PO Number	Project Number	Scope Name	Scope Number	Scope Suffix	UZA Code	Area Name	Account Class Code	FPC	Description	Amendment Amount	Cumulative Amount
CO-90-X 276	CO-2023-004-01-00	OPERATING ASSISTANCE	300-00 (300)	A2	0800 00	Colorado	2021.25.9 0.91.2	04	Urbanized Area Formula Grants	\$251,793	\$251,793

CO-90-X 276	CO-2023 -004-01- 00	OTHER CAPITA L ITEMS (BUS)	117-00 (A1 117)	0800 00	Colora do	2021.25.9 0.91.2	00	Urbanized Ar ea Formula G rants	\$293,213	\$293,213
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Part 3: Project Information

Project Title: Fixed route operating, paratransit, PM facilities & vehicles, & 1% security

Project Number	Temporary Project Number	Date Created	Start Date	End Date
CO-2023-004-01-00	1140-2023-3-P1	12/8/2022	1/1/2021	12/31/2023

Project Description

This project applies remaining FY21 5307 funds in the full federal apportionment to be used towards fixed route and paratransit operating assistance, preventive maintenance for facilities and vehicles, and 1% security.

Project Benefits

Funds will help Pueblo Transit facilities and vehicles to maintain a state of good repair, and to benefit riders of fixed route and para transit.

Additional Information

None provided.

Location Description

Pueblo is a city of 110,841 residents located in south central Colorado. Pueblo is the 8th largest city in the state and is the heart of the Pueblo Metropolitan Statistical Area (MSA) - the 6th largest in the state with a population of 168,424 (2019 US Census Bureau American Community Survey (ACS) 5-year Estimates). Pueblo Transit provides fixed route bus and paratransit services throughout a 55-square-mile service area in Pueblo, Colorado, and in the Salt Creek neighborhood in unincorporated Pueblo County.

Project Location (Urbanized Areas)

UZA Code	Area Name
081760	Pueblo, CO

Congressional District Information

State	District	Representative
Colorado	3	Scott R Tipton

Program Plan Information

STIP/TIP

Date: 8/17/2022

Description: STIP project listing is attached

UPWP

Date: Not Provided
Description: n/a

Long Range Plan

Date: Not Provided
Description: n/a

Project Control Totals

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$545,006
Local			\$325,097
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$870,103

Project Budget

Project Number	Budget Item	FTA Amount	Non-FTA Amount	Total Eligible Amount	Quantity
CO-2023-004-01-00	117-00 OTHER CAPITAL ITEMS (BUS) (117-A1)	\$293,213.00	\$73,304.00	\$366,517.00	3
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CO-2023-004-01-00	11.7A.00 PREVENTIVE MAINTENANCE (Vehicles)	\$157,507.00	\$39,377.00	\$196,884.00	1
CO-2023-004-01-00	11.7C.00 NON FIXED ROUTE ADA PARATRANSIT SERVICE	\$57,226.00	\$14,307.00	\$71,533.00	1
CO-2023-004-01-00	300-00 OPERATING ASSISTANCE (300-A2)	\$251,793.00	\$251,793.00	\$503,586.00	1

CO-2023-004-01-00	30.09.01	UP TO 50% FEDERAL SHARE	\$251,793.00	\$251,793.00	\$503,586.00	1
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Project Budget Activity Line Items

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE (Vehicles)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

This ALI applies remaining FFY21 5307 funds in the amount of \$157,507 federal, \$39,377 local at an 80/20 match rate, for a total project cost of \$196,884 for preventive maintenance for transit vehicles. Any items purchased for greater than \$5,000 we will use the manufacture's recommended useful life. Preventive maintenance for vehicles includes the time period between January 1, 2021 through December 31, 2023.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$157,507
Local			\$39,377
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$196,884

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2021	
End Date	12/31/2023	

Budget Activity Line Item: 11.7C.00 - NON FIXED ROUTE ADA PARATRANSIT SERVICE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
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OTHER CAPITAL
ITEMS (BUS) (117-00) 11.7C.00

NON FIXED ROUTE ADA
PARATRANSIT SERVICE

OTHER CAPITAL
ITEMS (BUS) 1

Extended Budget Description

This ALI applies remaining FF21 5307 funds in the amount of \$57,226 federal and \$14,307 local at an 80/20 match ratio, for a total project cost of \$71,533 for paratransit operating assistance. Paratransit operating assistance will be for the period January 1, 2021, through December 31, 2023. This includes the 10% limit of FFY22 apportionment toward paratransit at an 80/20 cost share per FTA Circular 9030.1E.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$57,226
Local			\$14,307
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$71,533

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2021	
End Date	12/31/2023	

Budget Activity Line Item: 30.09.01 - UP TO 50% FEDERAL SHARE

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	OPERATING ASSISTANCE	1

Extended Budget Description

This ALI applies remaining FY21 5307 funds in the amount of \$251,793 federal and \$251,793 local at a 50/50 match ratio, for a total project cost of \$503,586 for fixed route operating assistance. Fixed route operating assistance will be for the period January 1, 2021, through December 31, 2023. This ALI also includes the 1% security in the amount of \$5,450. Operating assistance and 1% security, applies funds towards transit operator and dispatcher salaries and fringe benefits, security, fuel, oil, and licenses, less revenues.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$251,793
Local			\$251,793
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$503,586

Milestone Name	Est. Completion Date	Description
Start Date	1/1/2021	
End Date	12/31/2023	

Budget Activity Line Item: 11.7A.00 - PREVENTIVE MAINTENANCE (Facility)

Scope Name / Code	Line Item #	Line Item Name	Activity	Quantity
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE	OTHER CAPITAL ITEMS (BUS)	1

Extended Budget Description

This ALI applies FFY22 5307 funds in the amount of \$78,480 federal, \$19,620 local at an 80/20 match rate, for a total project cost of \$98,100 for preventive maintenance for the transit administration and maintenance facility. Any items purchased for greater than \$5,000 we will use the manufacture's recommended useful life. Preventive maintenance for facilities includes the time period between January 1, 2021 through December 31, 2023.

Will 3rd Party contractors be used to fulfill this activity line item?

No, 3rd Party Contractors will not be used for this line item.

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$78,480
Local			\$19,620
Local/In-Kind			\$0
State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0

Total Eligible Cost	\$98,100
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Milestone Name	Est. Completion Date	Description
Start Date	1/1/2021	
End Date	12/31/2023	

Project Environmental Findings

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 08: Maintenance, rehabilitation, and reconstruction of facilities that occupy substantially the same geographic footprint and do not result in a change in functional use, such as: improvements to bridges, tunnels, storage yards, buildings, stations, and terminals; construction of platform extensions, passing track, and retaining walls; and improvements to tracks and railbeds.

Date Description	Date
Class IIc CE Approved	12/14/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE (Facility)	1	\$78,480.00	\$98,100.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 07: Acquisition, installation, rehabilitation, replacement, and maintenance of vehicles or equipment, within or accommodated by existing facilities, that does not result in a change in functional use of the facilities, such as: equipment to be located within existing facilities and with no substantial off-site impacts; and vehicles, including buses, rail cars, trolley cars, ferry boats and people movers that can be accommodated by existing facilities or by new facilities that qualify for a categorical exclusion.

Date Description	Date
Class IIc CE Approved	12/14/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7A.00	PREVENTIVE MAINTENANCE (Vehicles)	1	\$157,507.00	\$196,884.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

Categorical Exclusion Description

Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	12/14/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OTHER CAPITAL ITEMS (BUS) (117-00)	11.7C.00	NON FIXED ROUTE ADA PARATRANSIT SERVICE	1	\$57,226.00	\$71,533.00

Finding: Class II(c) - Categorical Exclusions (C-List)

Class Level Description

Class II(c) consists of projects that do not have a significant environmental impact on the human or natural environment and are therefore categorically excluded from the requirement to prepare an environmental assessment or an environmental impact statement. FTA requires a sufficient project description to support a CE determination. The project may require additional documentation to comply with other environmental laws.

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Type 04: Planning and administrative activities which do not involve or lead directly to construction, such as: training, technical assistance and research; promulgation of rules, regulations, directives, or program guidance; approval of project concepts; engineering; and operating assistance to transit authorities to continue existing service or increase service to meet routine demand.

Date Description	Date
Class IIc CE Approved	12/14/2022

Scope Name / Code	Line Item Number	Line Item Name	Quantity	FTA Amount	Total Eligible Cost
OPERATING ASSISTANCE (300-00)	30.09.01	UP TO 50% FEDERAL SHARE	1	\$251,793.00	\$503,586.00

Part 4: Fleet Details

No fleet data exists for this application.

Part 5: FTA Review Comments

Application Review Comments

Comment By Robyn Kullas

Comment Type	Environmental Findings
Date	12/14/2022
Project Title	Fixed route operating, paratransit, PM facilities & vehicles, & 1% security
Project Number	CO-2023-004-01-00
Comment	Projects meet requirements of CE list C types 4, 7 and 8. No additional documentation is required for NEPA approval.

Part 6: Agreement

UNITED STATES OF AMERICA DEPARTMENT OF TRANSPORTATION FEDERAL TRANSIT ADMINISTRATION

GRANT AGREEMENT (FTA G-30)

On the date the authorized U.S. Department of Transportation, Federal Transit Administration (FTA) official signs this Grant Agreement, FTA has obligated and awarded federal assistance as provided below. Upon execution of this Grant Agreement by the Recipient named below, the Recipient affirms this FTA Award, enters into this Grant Agreement with FTA, and binds its compliance with the terms of this Grant Agreement.

The following documents are incorporated by reference and made part of this Grant Agreement:

- (1) "Federal Transit Administration Master Agreement," FTA MA(30), <http://www.transit.dot.gov>,
- (2) The Certifications and Assurances applicable to the FTA Award that the Recipient has selected and provided to FTA, and
- (3) Any Award notification containing special conditions or requirements, if issued.

WHEN THE TERM "FTA AWARD" OR "AWARD" IS USED, EITHER IN THIS GRANT AGREEMENT OR THE APPLICABLE MASTER AGREEMENT, "AWARD" ALSO INCLUDES ALL TERMS AND

CONDITIONS SET FORTH IN THIS GRANT AGREEMENT.

FTA OR THE FEDERAL GOVERNMENT MAY WITHDRAW ITS OBLIGATION TO PROVIDE FEDERAL ASSISTANCE IF THE RECIPIENT DOES NOT EXECUTE THIS GRANT AGREEMENT WITHIN 90 DAYS FOLLOWING FTA's AWARD DATE SET FORTH HEREIN.

FTA AWARD

Federal Transit Administration (FTA) hereby awards a Federal Grant as follows:

Recipient Information

Recipient Name: CITY OF PUEBLO

Recipient ID: 1140

UEI: NJK3BNUDRHJ7

DUNS: 010620284

Award Information

Federal Award Identification Number: CO-2023-004-00

Award Name: FFY21 5307 Operating, PM, & Paratransit

Award Start Date: 1/12/2023

Original Award End Date: 3/31/2024

Current Award End Date: 3/31/2024

Award Executive Summary: The City of Pueblo, CO applies the remaining FFY2021 Section 5307 apportionment of funds in the amount of \$545,006 federal, to be used towards the following;

Project#1) Operating assistance for fixed route and paratransit & 1% security, preventive maintenance for vehicles and facilities. Pre-award authority will be utilized starting January 1, 2021, for an estimated amount of \$354,414.

The local match share will be provided by the City of Pueblo general fund.

The following documents are attached to this application; STIP project listing & approval letter, Governor's apportionment letter.

Research and Development: This award does not include research and development activities.

Indirect Costs: This award does not include an indirect cost rate.

Suballocation Funds: Recipient organization is directly allocated these funds and is eligible to apply for and receive these funds directly.

Pre-Award Authority: This award is using Pre-Award Authority.

Award Budget

Total Award Budget: \$870,103.00

Amount of Federal Assistance Obligated for This FTA Action (in U.S. Dollars): \$545,006.00

Amount of Non-Federal Funds Committed to This FTA Action (in U.S. Dollars): \$325,097.00

Total FTA Amount Awarded and Obligated (in U.S. Dollars): \$545,006.00

Total Non-Federal Funds Committed to the Overall Award (in U.S. Dollars): \$325,097.00

Award Budget Control Totals

(The Budget includes the individual Project Budgets (Scopes and Activity Line Items) or as attached)

Funding Source	Section of Statute	CFDA Number	Amount
5307 - Urbanized Area Formula Grants (2013 and forward)	5307-2A	20507	\$545,006
Local			\$325,097
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State			\$0
State/In-Kind			\$0
Other Federal			\$0
Transportation Development Credit			\$0
Adjustment			\$0
Total Eligible Cost			\$870,103

(The Transportation Development Credits are not added to the amount of the Total Award Budget.)

U.S. Department of Labor Certification of Public Transportation Employee Protective Arrangements:

DOL Decision: DOL Concurs - Certified

DOL Review Date: 1/12/2023

DOL Certification Date: 1/12/2023

Special Conditions

There are no special conditions.

FINDINGS AND DETERMINATIONS

By signing this Award on behalf of FTA, I am making all the determinations and findings required by

federal law and regulations before this Award may be made.

FTA AWARD OF THE GRANT AGREEMENT

Awarded By:
Cindy Terwilliger
Regional Administrator
FEDERAL TRANSIT ADMINISTRATION
U.S. DEPARTMENT OF TRANSPORTATION
Contact Info: cindy.terwilliger@dot.gov
Award Date: 1/12/2023

EXECUTION OF THE GRANT AGREEMENT

Upon full execution of this Grant Agreement by the Recipient, the Effective Date will be the date FTA or the Federal Government awarded Federal assistance for this Grant Agreement.

By executing this Grant Agreement, the Recipient intends to enter into a legally binding agreement in which the Recipient:

- (1) Affirms this FTA Award,
- (2) Adopts and ratifies all of the following information it has submitted to FTA:
 - (a) Statements,
 - (b) Representations,
 - (c) Warranties,
 - (d) Covenants, and
 - (e) Materials,
- (3) Consents to comply with the requirements of this FTA Award, and
- (4) Agrees to all terms and conditions set forth in this Grant Agreement.

Executed By:
Benjamin Valdez
Maintenance/Facilities Supervisor
CITY OF PUEBLO
1/19/2023



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Benjamin Valdez

SUBJECT: AN ORDINANCE APPROVING AND ACCEPTING AN OZONE SEASON TRANSIT GRANT, AWARD NO. OSTG052022, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO ASSOCIATION OF TRANCITY AGENCIES, ESTABLISHING PROJECT NO. PT2205, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$98,995.96, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

Attached is a Grant Award between the City of Pueblo and the Colorado Association of Transit Agencies for the estimated \$135,775, with an actual check receipt for \$98,995.96

PREVIOUS COUNCIL ACTION:

No previous Council actions

BACKGROUND:

This is a FY2022 Ozone Season Transit Grant for \$95,995.96 allocation. Per the Colorado Revised Statutes Section 24-38.5-113 Ozone Season transit grant program, the grant provided is 100%, with a 0% match. This grant utilizes ARP Act funding to prevent, prepare for, and respond to COVID-19. The grant scope of work includes the following projects:

\$135,775 – Estimated Cost; and
\$98,995.96 – Actual Expensed amount.

\$98,995.96 Total Grant

FINANCIAL IMPLICATIONS:

The anticipated total project cost is \$98,995.96. The State share is 100% with no City match requirement.

BOARD/COMMISSION RECOMMENDATION:

Pueblo Transit Board recommends approval.

STAKEHOLDER PROCESS:

Not applicable.

ALTERNATIVES:

The alternative, should this Ordinance not pass, is for the City of Pueblo to not receive their 2022 Ozone Season Transit Grant reimbursement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. GRANT CERTIFICATION Free Fare
2. OSTG052022 Grant Award Letter - Google Docs

ORDINANCE NO. 10405

AN ORDINANCE APPROVING AND ACCEPTING AN OZONE SEASON TRANSIT GRANT, AWARD NO. OSTG052022, AND APPLICABLE CONDITIONS PERTAINING THERETO, BETWEEN THE CITY OF PUEBLO AND THE COLORADO ASSOCIATION OF TRANCITY AGENCIES, ESTABLISHING PROJECT NO. PT2205, BUDGETING AND APPROPRIATING FUNDS NOT TO EXCEED \$98,995.96, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

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

SECTION 1.

The Awarding of Grant No. OSTG052022 to the City of Pueblo, Pueblo Transit, a true copy of which is attached hereto, is hereby approved and accepted in accordance with its terms and conditions.

SECTION 2.

The Mayor of the City is authorized to execute the Grant Award acceptance in the name of and on behalf of the City, and the Mayor is authorized to execute any and all other certifications, assurances and other documents associated therewith.

SECTION 3.

Project Number PT2205 is hereby established, and the amount of \$98,995.96 is budgeted and appropriated therefore.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Ordinance and the attached Award 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 February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 15, 2023, _____.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

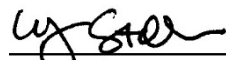
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk

GRANT CERTIFICATION

To: Heather Graham, President of the City Council
Nicholas Gradisar, Mayor

Re: OSTG052022 Ozone Season Grant

I hereby certify that I have reviewed and am familiar with the attached documents, and to the best of my knowledge and belief, the City has the present ability to comply with all special conditions, certifications and assurances therein contained.

Name (print) Benjamin Valdez

2/7/2023

Date

Title: Transit Director

July 26, 2022

Mr. Benjamin Valdez
Pueblo Transit
350 Alan Hamel
Pueblo, CO 81003

Grant Number: OSTG052022

Sent via email: bvaldez@pueblo.us

Dear Ben,

Congratulations! Pueblo Transit, hereafter known as Grantee, has been awarded a grant through the Ozone Season Transit Grant Program in the amount of one hundred thirty-five thousand seven hundred seventy-five dollars (\$135,775) to be used toward providing Free Transit during Ozone Season. The Grantee is providing a match of professional services of the Public Affairs Officer, the Grant and Development Administrator, Finance, and other administrative overhead.

This Award Letter and Agreement, hereafter known as Agreement, outlines the terms and conditions of accepting the grant. Please read the Agreement carefully, sign, and return no later than July 29, 2022.

Upon signing this Agreement, Grantee agrees to the following terms:

- Grantee will notify CASTA if there is any change in your ability to execute the terms of the grant;
- Grantee attests that your agency is committed to providing the new or expanded free services for at least thirty (30) days during the Ozone Season.
- Grantee will complete the Ozone Season Transit Grantee Agency Reimbursement Request Form within thirty (30) days of each month for which grant money was used.
- Grantee will utilize the grant funds for the purposes submitted in the grant application and only for activities that meet the Eligible Use of Grants Section 2 of CASTA Operating Procedure 5.7 OZONE SEASON TRANSIT GRANT PROGRAM and Colorado Revised Statutes Section 24-38.5-113 Ozone Season transit grant program.

Congratulations again on receiving this grant. We look forward to working with you during this Ozone Season.

Sincerely,

Authorized Signature of Grantor:



Date: July 27, 2022

Ann Rajewski, CASTA Executive Director

Authorized Signature of Grantee: _____

Ben Valdez

Date: _____



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Alexandria Romero, Director of Finance

SUBJECT: AN ORDINANCE ESTABLISHING FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT AND BUDGETING AND APPROPRIATING ALL FUNDS ACCEPTED AND DISTRIBUTED TO THE CITY OF PUEBLO FROM THE NATIONAL OPIOID SETTLEMENT FUND, TO INCLUDE THE TWO HUNDRED THOUSAND THREE HUNDRED THIRTY-SEVEN AND 63/100 DOLLARS (\$200,337.63) RECEIVED BY THE CITY OF PUEBLO IN DECEMBER, 2022, AND ALL FUTURE PAYMENTS RECEIVED FROM THE NATIONAL OPIOID SETTLEMENT FUND INTO SAID FUND NO. 226

SUMMARY:

This Ordinance establishes Fund No. 226 - Opioid Abatement Settlement, and budgets and appropriates funds which have been distributed and will be paid to the City in the future from the National Opioid Settlement fund.

PREVIOUS COUNCIL ACTION:

On October 25, 2021, by Ordinance No. 10031, City Council authorized the Mayor to sign (4) settlement agreements with the "Big 3" Opioid Distributors (AmerisourceBergen, Cardinal Health, and McKesson) and Johnson & Johnson.

BACKGROUND:

In August, 2021, the Colorado Attorney General announced a plan for distributing opioid settlement funds obtained from settlements with four (4) major drug manufacturers and distributors. Rather than allocating its share of opioid settlement funds to a Regional Board for distribution to 9 Southeast Colorado counties, the City elected to receive its share of the settlement funds directly from the Colorado Attorney General's Office, to ensure specific use of the funds within the City itself. In December, 2022, the City received \$200,337.63 in "year 1" opioid settlement proceeds. Approximately \$100,000.00 is expected every year for the next 19 years. This amount could increase as additional settlements take place.

FINANCIAL IMPLICATIONS:

The attached ordinance budgets and appropriates \$200,337.63 in "year 1" settlement proceeds and all subsequent opioid settlement payments received by the City into Fund No. 226.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

Failure to adopt this ordinance will result in the City Council not authorizing the budgeting and appropriation of opioid settlement funds.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10406

AN ORDINANCE ESTABLISHING FUND NO. 226 - OPIOID ABATEMENT SETTLEMENT AND BUDGETING AND APPROPRIATING ALL FUNDS ACCEPTED AND DISTRIBUTED TO THE CITY OF PUEBLO FROM THE NATIONAL OPIOID SETTLEMENT FUND, TO INCLUDE THE TWO HUNDRED THOUSAND THREE HUNDRED THIRTY-SEVEN AND 63/100 DOLLARS (\$200,337.63) RECEIVED BY THE CITY OF PUEBLO IN DECEMBER, 2022, AND ALL FUTURE PAYMENTS RECEIVED FROM THE NATIONAL OPIOID SETTLEMENT FUND INTO SAID FUND NO. 226

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

SECTION 1.

Fund No. 226 is hereby established, and all funds which have been distributed and which will be paid to the City in the future from the National Opioid Settlement fund, to include the \$200,337.63 in opioid settlement proceeds received by the City of Pueblo in December, 2022, are hereby budgeted and appropriated into said Fund No. 226.

SECTION 2.

Distributed funds received by the City of Pueblo from the National Opioid Settlement fund, shall only be used for payment of eligible expenses.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023 .



President of City Council

Action by the Mayor:

- ☒ Approved on March 15, 2023, _____.
- ☐ Disapproved on _____ based on the following objections:



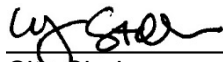
Mayor

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



City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 27, 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 AND ACCEPTING A GRANT AGREEMENT IN THE AMOUNT OF \$150,000 FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR COMMUNITY DEVELOPMENT BLOCK GRANT - CORONA VIRUS FUNDS FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2218, AND BUDGETING AND APPROPRIATING THE \$150,000 TO PROJECT NO. CI2218

SUMMARY:

Attached is an Ordinance approving and accepting a grant in the amount of \$150,000.00 from the Colorado Department of Local Affairs in Community Development Block Grant – Corona Virus funds for hunger relief work by the Pueblo Food Project's Community Food Pantry Program. This Ordinance creates Project No. CI2218, budgets and appropriates the grant funds to Project No. CI2218, and authorizes the Mayor to sign the Grant Agreement.

PREVIOUS COUNCIL ACTION:

City Council previously approved Ordinance No. 9703 on April 27, 2020, approving the initial Trailhead Grant Award, establishing Project No. CI2009, and budgeting and appropriating the initial grant funds to Project No. CI2009. City Council approved Ordinance No. 9733 on July 14, 2020, approving a second Trailhead Grant Award and budgeting and appropriating the grant funds to Project No. CI2009. City Council also approved Ordinance No. 9833 on December 14, 2020, approving another Trailhead Grant Award and budgeting and appropriating the grant funds to Project No. CI2009. City Council also approved Ordinance No. 9936, on May 24, 2021, approving another Trailhead Grant Award of \$10,450 and budgeting and appropriating funds to Project No. CI2112. City Council also approved Ordinance No. 10063 on December 13, 2021, for a Trailhead Grant Award for Food Pantry Assistance and established Project No. CI2122. Council also approved Ordinance No. 10276 on September 12, 2022, for a \$20,000 grant for Food Pantry Assistance from the Trailhead Institute and establishing Project No. CI2215.

BACKGROUND:

The Pueblo Food Project applied for a grant administered by the Colorado Department of Local Affairs for Community Development Block Grant – Corona Virus (CDBG-CV) funds, to support hunger relief efforts in Pueblo via the Pueblo Food Project's community pantry. The grant proposal was accepted and funds awarded in the amount of \$150,000. These funds are to be used in accordance with the submitted proposal and CDBG-CV regulations. All activities are geared towards hunger relief, especially those supported by our community pantry.

FINANCIAL IMPLICATIONS:

There are no matching funds required for this grant. Upon passage of the Ordinance, the City of Pueblo will receive the entire \$150,000.00 for the Pueblo Food Project. The total grant budget for Project No. CI2218 will become \$150,000.00.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

A Public Hearing regarding the grant funds and use thereof was held on July 1, 2022, prior to the grant application. The Pueblo Food Project has followed the Citizen Participation Plan and solicited public comment.

ALTERNATIVES:

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 02-27-23 PFP CDBGCV-CVS303
2. 02-27-23 PFP CDBGCV-CVS303 Exhibit A
3. 02-27-23 PFP CDBGCV-CVS303 Exhibit B
4. 02-27-23 PFP CDBGCV-CVS303 Exhibit C
5. 02-27-23 PFP CDBGCV-CVS303 Exhibit G

ORDINANCE NO. 10407

AN ORDINANCE APPROVING AND ACCEPTING A GRANT AGREEMENT IN THE AMOUNT OF \$150,000 FROM THE COLORADO DEPARTMENT OF LOCAL AFFAIRS FOR COMMUNITY DEVELOPMENT BLOCK GRANT - CORONA VIRUS FUNDS FOR THE PUEBLO FOOD PROJECT, AUTHORIZING THE MAYOR TO SIGN THE GRANT AGREEMENT, CREATING PROJECT NO. CI2218, AND BUDGETING AND APPROPRIATING THE \$150,000 TO PROJECT NO. CI2218

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

SECTION 1.

The Grant Agreement with the Colorado Department of Local Affairs for Community Development Block Grant – Corona Virus assistance (“Agreement”) between the City of Pueblo, a Municipal Corporation, for the Pueblo Food Project, and the Colorado Department of Local Affairs, Division of Local Government, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved._

SECTION 2.

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

SECTION 3.

Project No. CI2218 is hereby created.

SECTION 4.

Funds in the amount of \$150,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. CI2218.

SECTION 5.

Pursuant to the Agreement, the State of Colorado 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 CI2218, where said funds shall only be expended and used for this project.

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 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 February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 15, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

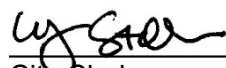
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk

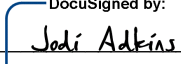
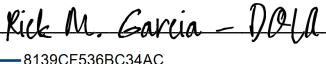
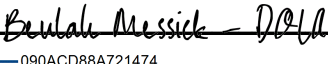
CDBGCV

CTGG1 NLAA 202300003448

State of Colorado Intergovernmental Grant Agreement SUMMARY OF TERMS AND CONDITIONS

State Agency Department of Local Affairs (DOLA)	DLG Portal Number CDBGCV-CVS303	CMS Number 181370
Grantee City of Pueblo	Grant Award Amount \$150,000.00	Retainage Amount \$7,500.00
Project Number and Name CDBG-CVS 303 - City of Pueblo Food Pantry	Performance Start Date The later of the Effective Date or February 14, 2023	Grant Expiration Date December 31, 2023
Project Description The Project is to provide Community Development Block Grant Funds for the purpose of assisting with food pantry services within the City of Pueblo and surrounding area to address impacts of the Coronavirus pandemic.	Program Name Community Development Block Grant Program (CDBG)	
	Funding Source FEDERAL FUNDS	
	Catalog of Federal Domestic Assistance (CFDA) Number 14.228	
DOLA Regional Manager <u>Tara Marshall, (719) 544-6577,</u> <u>(tara.marshall@state.co.us)</u>	Funding Account Codes	
DOLA Regional Assistant <u>Flint Timmins, (719) 924-2087,</u> <u>(flint.timmins@state.co.us)</u>	VCUST# 14170	Address Code CN002 EFT

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

DEPARTMENT OF LOCAL AFFAIRS PROGRAM REVIEWER DocuSigned by:  5A65EC53C5E24D8... By: Jodi Adkins, CDBG Program Manager Date: <u>2/17/2023</u> <u>5:11 PM MST</u>	STATE OF COLORADO Jared S. Polis, Governor DEPARTMENT OF LOCAL AFFAIRS Rick M. Garcia, Executive Director DocuSigned by:  8139CF536BC34AC... By: Rick M. Garcia, Executive Director Date: <u>2/17/2023</u> <u>5:45 PM MST</u>
In accordance with §24-30-202 C.R.S., this Grant is not valid until signed and dated below by the State Controller or an authorized delegate (the “Effective Date”).	
<u>STATE CONTROLLER</u> <u>Robert Jaros, CPA, MBA, JD</u> DocuSigned by:  090ACD88A721474... By: Beulah Messick, Controller Delegate Department of Local Affairs Effective Date: <u>2/21/2023</u> <u>5:51 PM MST</u>	

TERMS AND CONDITIONS

1. GRANT

As of the Performance Start Date, the State Agency shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “State”) hereby obligates and awards to Grantee shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement (the “Grantee”) an award of Grant Funds in the amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. By accepting the Grant Funds provided under this Intergovernmental Grant Agreement, Grantee agrees to comply with the terms and conditions of this Intergovernmental Grant Agreement and requirements and provisions of all Exhibits to this Intergovernmental Grant Agreement.

2. TERM

A. Initial Grant Term and Extension

The Parties’ respective performances under this Intergovernmental Grant Agreement shall commence on the Performance Start Date and shall terminate on the Grant Expiration Date unless sooner terminated or further extended in accordance with the terms of this Intergovernmental Grant Agreement. Upon request of Grantee, the State may, in its sole discretion, extend the term of this Intergovernmental Grant Agreement by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Expiration Date.

B. Early Termination in the Public Interest

The State is entering into this Intergovernmental Grant Agreement to serve the public interest of the State of Colorado as determined by its Governor, General Assembly, or Courts. If this Intergovernmental Grant Agreement ceases to further the public interest of the State or if State, Federal or other funds used for this Intergovernmental Grant Agreement are not appropriated, or otherwise become unavailable to fund this Intergovernmental Grant Agreement, the State, in its discretion, may terminate this Intergovernmental Grant Agreement in whole or in part by providing written notice to Grantee. If the State terminates this Intergovernmental Grant Agreement in the public interest, the State shall pay Grantee an amount equal to the percentage of the total reimbursement payable under this Intergovernmental Grant Agreement that corresponds to the percentage of Work satisfactorily completed, as determined by the State, less payments previously made. Additionally, the State, in its discretion, may reimburse Grantee for a portion of actual, out-of-pocket expenses not otherwise reimbursed under this Intergovernmental Grant Agreement that are incurred by Grantee and are directly attributable to the uncompleted portion of Grantee’s obligations, provided that the sum of any and all reimbursements shall not exceed the maximum amount payable to Grantee hereunder. This subsection shall not apply to a termination of this Intergovernmental Grant Agreement by the State for breach by Grantee.

C. Reserved.

3. AUTHORITY

Authority to enter into this Intergovernmental Grant Agreement exists in the law as follows:

A. Federal Authority

Authority to enter into this Grant exists in C.R.S. 24-32-106 and 29-3.5-101 and funds have been budgeted, appropriated and otherwise made available and a sufficient unencumbered

CDBG-CVS 303 - City of Pueblo Food Pantry

balance thereof remains available for payment. Required approvals, clearance and coordination have been accomplished from and with appropriate agencies.

B. *Reserved.*

4. DEFINITIONS

The following terms shall be construed and interpreted as follows:

A. *Reserved.*

B. *Reserved.*

C. “**CORA**” means the Colorado Open Records Act, §§24-72-200.1 *et. seq.*, C.R.S.

D. “**Exhibits**” means the following exhibits attached to this Intergovernmental Grant Agreement:

i. **Exhibit A**, Applicable Laws

ii. **Exhibit B**, Scope of Project

iii. **Exhibit C**, Federal Provisions 09-25-19

iv. **Exhibit G**, Form of Option Letter

E. “**Extension Term**” means the period of time by which the Grant Expiration Date is extended by the State through delivery of an updated Intergovernmental Grant Agreement, an amendment, or an Option Letter.

F. *Reserved.*

G. *Reserved.*

H. “**Goods**” means any movable material acquired, produced, or delivered by Grantee as set forth in this Intergovernmental Grant Agreement and shall include any movable material acquired, produced, or delivered by Grantee in connection with the Services.

I. “**Intergovernmental Grant Agreement**” or “**Grant**” 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.

J. “**Grant Expiration Date**” means the Grant Expiration Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement. Work performed after the Grant Expiration Date is not eligible for reimbursement from Grant Funds.

K. “**Grant Funds**” or “**Grant Award Amount**” means the funds that have been appropriated, designated, encumbered, or otherwise made available for payment by the State under this Intergovernmental Grant Agreement.

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 Performance Start Date and the initial Grant Expiration Date.

CDBG-CVS 303 - City of Pueblo Food Pantry

- N. *Reserved.*
- O. **“Other Funds”** means all funds necessary to complete the Project, excluding Grant Funds. Grantee is solely responsible for securing all Other Funds.
- P. **“Party”** means the State or Grantee, and **“Parties”** means both the State and Grantee.
- Q. **“Performance Start Date”** means the later of the Performance Start Date or the Execution Date shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.
- R. *Reserved.*
- S. *Reserved.*
- T. *Reserved.*
- U. **“Project”** means the overall project described in **Exhibit B**, which includes the Work.
- V. **“Project Budget”** means the amounts detailed in **§6.2** of **Exhibit B**.
- W. *Reserved.*
- X. *Reserved.*
- Y. **“Services”** means the services performed by Grantee as set forth in this Intergovernmental Grant Agreement, and shall include any services rendered by Grantee in connection with the Goods.
- Z. **“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 State personnel records not subject to disclosure under CORA.
- AA. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a) C.R.S.
- BB. **“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.
- CC. **“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.
- DD. *Reserved.*
- EE. **“Subcontractor”** means third-parties, if any, engaged by Grantee to aid in performance of the Work. “Subcontractor” also includes sub-grantees.
- FF. *Reserved.*
- GG. *Reserved.*
- HH. *Reserved.*
- II. **“Work”** means the delivery of the Goods and performance of the Services described in this Intergovernmental Grant 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,

CDBG-CVS 303 - City of Pueblo Food Pantry

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 Performance Start Date that is used, without modification, in the performance of the Work.

Any other term used in this Intergovernmental Grant Agreement that is defined in an Exhibit shall be construed and interpreted as defined in that Exhibit.

5. PURPOSE

The purpose of the Community Development Block Grant Program is to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons. The purpose of this Grant is described in **Exhibit B**.

6. SCOPE OF PROJECT

Grantee shall complete the Work as described in this Intergovernmental Grant Agreement and in accordance with the provisions of **Exhibit B**. 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 Intergovernmental Grant Agreement.

7. 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 Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement.

- i. The State may increase or decrease the Grant Award Amount by providing Grantee with an updated Intergovernmental Grant Agreement or an executed Option Letter showing the new Grant Award Amount.
- ii. The State shall not be liable to pay or reimburse Grantee for any Work performed or expense incurred before the Performance Start Date or after the Grant Expiration Date.
- iii. 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.

B. Erroneous Payments

The State may 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. The State may recover such payments by deduction from subsequent payments under this Intergovernmental Grant Agreement, deduction from any payment due under any other contracts, grants or agreements between the State and Grantee, or by any other appropriate method for collecting debts owed to the State.

C. Matching Funds.

Grantee shall provide the Other Funds amount shown on the Project Budget in **Exhibit B** (the “Local Match Amount”). Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Intergovernmental Grant Agreement each fiscal year prior to accepting any Grant Funds for that fiscal year. Grantee does not by accepting this Intergovernmental Grant Agreement irrevocably pledge present cash reserves for payments in future fiscal years,

CDBG-CVS 303 - City of Pueblo Food Pantry

and this Intergovernmental Grant 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 this Intergovernmental Grant Agreement for all allowable costs described in this Intergovernmental Grant Agreement and shown in the Project Budget in **Exhibit B**.

- i.** Upon request of the Grantee, the State may, without changing the maximum total amount of Grant Funds, adjust or otherwise reallocate Grant Funds among or between each line of the Project Budget by providing Grantee with an executed Option Letter or formal amendment.

E. Close-Out and De-obligation of Grant Funds

Grantee shall close out this Grant no later than 90 days after the Grant Expiration Date. To complete close out, Grantee shall submit to the State all deliverables (including documentation) as defined in this Intergovernmental Grant Agreement and Grantee's final reimbursement request or invoice. Any Grant Funds remaining after submission and payment of Grantee's final reimbursement request are subject to de-obligation by the State.

8. 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 period described in **§7.E**.

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.

9. 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 Intergovernmental Grant Agreement using procedures as determined by the State. The State shall monitor Grantee's performance in a manner that does not unduly interfere with Grantee's performance of the Work.

C. Audits

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Grantee shall comply with all State and federal audit requirements.

10. CONFIDENTIAL INFORMATION-STATE RECORDS

A. Confidentiality

Grantee shall hold and maintain, and cause all 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 Intergovernmental Grant Agreement. Grantee shall provide for the security of all State Confidential Information in accordance with all policies promulgated by the Colorado Office of Information Security (<http://oit.state.co.us/ois>) and all applicable laws, rules, policies, publications, and guidelines. 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 Intergovernmental Grant Agreement. Grantee shall ensure all such agents, employees, assigns, 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 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 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.

11. 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.

12. 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 Subcontractors maintain all insurance customary for the completion of the Work done by that Subcontractor and as required by the State or the GIA.

13. REMEDIES

In addition to any remedies available under any Exhibit to this Intergovernmental Grant Agreement, 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 Intergovernmental Grant Agreement 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.

14. 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.

15. 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 Intergovernmental Grant Agreement 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 §15.

16. 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.

17. 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

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shall be controlled and limited by the provisions of the GIA; 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 Intergovernmental Grant Agreement shall be construed or interpreted as a waiver, express or implied, of any of the immunities, rights, benefits, or protections of any of these provisions.

18. 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 Intergovernmental Grant Agreement.

B. Captions and References

The captions and headings in this Intergovernmental Grant Agreement are for convenience of reference only, and shall not be used to interpret, define, or limit its provisions. All references in this Intergovernmental Grant 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.

C. Entire Understanding

This Intergovernmental Grant 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 Intergovernmental Grant Agreement. Prior or contemporaneous additions, deletions, or other changes to this Agreement shall not have any force or effect whatsoever, unless embodied herein.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Intergovernmental Grant Agreement, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in either an option letter or a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

E. Statutes, Regulations, Fiscal Rules, and Other Authority

Any reference in this Intergovernmental Grant 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 Performance Start 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

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digital signatures within the electronic system through which that signatory signed shall be incorporated into this Agreement by reference.

G. Order of Precedence

In the event of a conflict or inconsistency between this Intergovernmental Grant Agreement and any Exhibits or attachment, such conflict or inconsistency shall be resolved by reference to the documents in the following order of priority:

- i.** Any executed Option Letter
- ii.** The provisions of this Intergovernmental Grant Agreement.
- iii.** The provisions of any exhibits to this Intergovernmental Grant Agreement.

H. Severability

The invalidity or unenforceability of any provision of this Intergovernmental Grant Agreement shall not affect the validity or enforceability of any other provision of this Intergovernmental Grant Agreement, 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.

I. Survival of Certain Intergovernmental Grant Agreement Terms

Any provision of this Intergovernmental Grant Agreement 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.

J. Third Party Beneficiaries

Except for the Parties' respective successors and assigns described above, this Intergovernmental Grant 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 Grant are incidental to the Grant, and do not create any rights for such third parties.

K. Waiver

A Party's failure or delay in exercising any right, power, or privilege under this Intergovernmental Grant 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.

L. Accessibility

- i.** Grantee shall comply with and adhere to Section 508 of the U.S. Rehabilitation Act of 1973, as amended.
- ii.** 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 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

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AA of the most current version of the Web Content Accessibility Guidelines (WCAG), incorporated in the State of Colorado technology standards.

- 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.

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EXHIBIT A – APPLICABLE LAWS

Laws, regulations, and authoritative guidance incorporated into this Grant include, without limitation:

1. 2 U.S.C. 26, et seq., as amended, Disclosure of Lobbying Activities
2. 5 U.S.C. 552a, as amended, Privacy Act of 1974.
3. 8 U.S.C. 1101, Immigration and Nationality Act.
4. 12 U.S.C. §§1701- 1701z-15, et seq., as amended, National Housing Act
5. 15 U.S.C. 49, et seq., as amended, Fire Prevention and Control
6. 16 U.S.C. 1-83, et seq., as amended, Conservation
7. 20 U.S.C. 1681-1688, Title IX, as amended, Education Amendment of 1972
8. 29 U.S.C. 8, §§201, 206, et seq., as amended, Labor.
9. 29 U.S.C. 14, §§621-634, et seq., as amended, Age Discrimination in Employment.
10. 29 U.S.C. 16, §§793-794, et seq., as amended, Vocational Rehabilitation and Other Rehabilitation Services
11. 31 U.S.C. Subtitle I – VI, et seq., as amended, Money and Finance
12. 40 U.S.C. Subtitle I, et seq., as amended, Federal Property and Administrative Services
13. 40 U.S.C. Subtitle II, et seq., as amended, Public Buildings and Works
14. 40 U.S.C. 276a – 276a-5, Davis-Bacon Act, as amended
15. 40 U.S.C. 327–330, Section 103 and 107, Contract Work Hours and Safety Standards Act, as amended.
16. 41 U.S.C. 35 et seq., Walsh-Healey Public Contracts Act
17. 41 U.S.C. 701, et seq., Drug Free Workplace Act of 1988
18. 42 U.S.C. 6A, et seq., as amended, Public Health Services
19. 42 U.S.C. 21, et seq., as amended, Civil Rights
20. 42 U.S.C. 45, et seq., as amended, Fair Housing
21. 42 U.S.C. 50, et seq., as amended, National Flood Insurance
22. 42 U.S.C. 55, et seq., as amended, National Environmental Policy
23. 42 U.S.C. 63, et seq., as amended, Lead-Based Paint Poisoning Prevention
24. 42 U.S.C. 69, et seq., as amended, Community Development
25. 42 U.S.C. 76, et seq., as amended, Age Discrimination in Federally Assisted Programs
26. 42 U.S.C. 85, et seq., as amended, Air Pollution Prevention and Control
27. 42 U.S.C. 89, et seq., as amended, Congregate Housing Services
28. 42 U.S.C. 126, et seq., as amended, Equal Opportunity for Individuals with Disabilities
29. 42 U.S.C. 130, et seq., as amended, National Affordable Housing
30. 42 U.S.C. 5301-5321, Housing and Community Development Act of 1974, as amended
31. 2 C.F.R. 220, Cost Principles for Education Institutions
32. 2 C.F.R. 225, Cost Principles for State, Local and Indian Tribal Governments
33. 2 C.F.R. 230, Cost Principles for Non-Profit Organizations
34. 24 C.F.R. Subtitle A, Parts 0-82, et seq., as amended, Housing and Urban Development
35. 24 C.F.R. Subtitle B, Chapter I – XXV, et seq., as amended, Housing and Urban Development
36. 24 C.F.R. Part 58, Environmental Review Procedures For Entities Assuming HUD Environmental Responsibilities
37. 24 C.F.R. Part 570, Community Development Block Grant
38. 40 C.F.R. 1500-1508, as amended, Council on Environmental Quality Regulations Implementing NEPA.
39. 41 C.F.R. Chapter 60, as amended, Executive Order 11246.
40. 49 C.F.R. Part 24, as amended, Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970
41. C.R.S. §24-34-302, et seq., as amended, Civil Rights Division.
42. C.R.S. §24-34-501 – 510, et seq., as amended, Colorado Housing Act of 1970.
43. C.R.S. §24-75-601 et seq., as amended, Legal Investment of Public Funds.
44. C.R.S. §29-1-601 et seq., as amended, Colorado Local Governments Audit Law.
45. Executive Order 11063, HUD Equal Opportunity in Housing, as amended by Executive Order 12259, Leadership and Coordination of Fair Housing in Federal Programs

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- 46. Executive Order 11593, Protection and Enhancement of the Cultural Environment
- 47. Executive Order 11988, Floodplain Management
- 48. OMB Circular A-133, Audits of States, Local Governments, and Non-Profit Organizations
- 49. P.L. 109-282, as amended by P.L. 110-252, Section 6202 – Federal Funding Transparency and Accountability Act of 2006, as amended

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EXHIBIT B – SCOPE OF PROJECT (SOP)**1. PURPOSE**

1.1. Community Development Block Grant. The purpose of the Community Development Block Grant Program is to develop viable communities by providing decent housing and a suitable living environment, and by expanding economic opportunities, principally for low- and moderate-income persons.

1.2. National Objective. This Project shall meet the national objective below:

- 1.2.1. ☐ Low/Moderate Income Benefit, area-wide.** The Project will benefit the residents of the above specified service area. At least ____ of ____ persons, or ____ % shall be low- to moderate-income persons as defined under §3.2 below.
- 1.2.2. ☐ Low/Moderate Income Benefit, limited clientele.** The Project will benefit the clients of the services being provided by insert Grantee Name. Currently, ____ out of ____ , or ____ % of the clients being served are considered low/moderate income. Grantee shall present documentation at time of Project Closeout that the minimum of 51% benefit has been met. Refer to §8.1.5 below for documentation and reporting requirements.
- 1.2.3. ☒ Low/Moderate Income Benefit, presumed by HUD.** The Project will benefit clients of food banks/pantires which is presumed by HUD to be made up of principally low/moderate income persons.
- 1.2.4. ☐ Slum/Blight, on an area basis.** Grantee has designated the area as a slum/blighted area. Grantee shall provide to the State a copy of the resolution designating the area being served as slum/blight and the basis for such determination prior to obligation of funds. The area exhibits:
- 1.2.4.1. ☐** substantial number of deteriorated or deteriorating buildings, or the public improvements throughout the area are in a general state of deterioration.
- 1.2.4.2. ☐** public improvements throughout the area in a state of deterioration.
- 1.2.5. ☐ Slum/Blight, spot basis.** Grantee has determined the Project will eliminate a specific condition of blight or physical decay not located in a designated slum or blighted area.
- 1.2.6. ☐ Urgent Need.** This Project alleviates an existing condition which has been determined to pose a serious and immediate threat to the health or welfare of the community, and is of recent origin. Grantee has determined it was unable to finance the activity on its own and other sources of funding are not available. Grantee shall provide to the Department information regarding the origin and date the need occurred prior to obligation of funds. Refer to §8.1.5 below for documentation and reporting requirements.

2. DESCRIPTION OF THE PROJECT(S) AND WORK.

2.1. Project Description. The Project is to provide Community Development Block Grant Funds for the purpose of assisting with food pantry services within the City of Pueblo and surrounding area to address impacts of the Coronavirus pandemic. The Project is eligible under Public Service Activity per **24 CFR Part 570.201(e)** matrix code 05M Health Services. The purpose of this activity is prevent, prepare, and/or respond to COVID.

2.2. Work Description. The City of Pueblo (Grantee) will continue operation of the Pueblo Food Project to provide food pantry services to the surrounding area. Work will include, operation of the food pantry and purchase, storage and distribution of food supplies.

2.3. Responsibilities. Grantee shall be responsible for the completion of the Work and to provide required documentation to DOLA as specified herein.

2.3.1. Section 3 of the HUD Act of 1968. This section ☐ shall, or shall not ☒ apply to this Grant.

In accordance with Section 3 of the Housing and Urban Development Act of 1968 (12 U.S.C. 1701u) and implementing regulations at 24 CFR Part 75, to the greatest extent feasible, Grantee and Subgrantee (if applicable) shall, consistent with existing Federal, State, and local laws and regulations, ensure that employment and other economic opportunities generated by this HUD-financed project be directed to persons whose income is equal to or less than 80% of AMI,

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particularly those who are recipients of government assistance for housing, and to business concerns which provide economic opportunities to persons whose income is equal to or less than 80% of AMI.

Grantee shall maintain documentation of all such efforts in its hiring and procurement practices, provide this documentation to DOLA upon request, and in accordance with §75.25, report labor hours during project monitoring. If reporting indicates that the agency has not met the Section 3 benchmarks described in §75.23, Grantee and Subgrantee (if applicable) must report on the qualitative nature of its activities and those its contractors pursued per 24 CFR §75.15(b) and §75.25(b).

2.3.2. Federal Funding Accountability and Transparency Act of 2006, (Pub. L. 109-282)

(Transparency Act, also known as FFATA). Grantee and Subgrantees are required to report award information on the government Website and register with U.S. Government System for Award Management (SAM) at <http://www.sam.gov>. See **Exhibit C - Federal Provisions 09-25-19**, for specific information.

2.3.3. Grantee shall notify DOLA at least 30 days in advance of Project Completion.

2.4. **Recapture of Advanced Funds.** To maximize the use of Grant Funds, the State shall evaluate Grantee's expenditure of the Grant Funds for timeliness and compliance with the terms of this Grant. DOLA reserves the right to recapture advanced Grant Funds when Grantee has not or is not complying with the terms of this Grant.

2.5. **Eligible Expenses.** Eligible expenses shall include: purchase costs of food for distribution to network foodbanks/pantries and storage and delivery costs.

3. DEFINITIONS

3.1. "Guidebook" refers to the Community Development Block Grant (CDBG) Guidebook, as updated periodically, and available on DOLA's website.

3.2. "Low and Moderate Income Persons" This section ☒ shall, or shall not ☐ apply to this Grant. Low and Moderate Income Persons are defined, for the purposes of this Grant, as:

3.2.1. ☐ Those persons who are members of very low-, low- and moderate-income households as set forth in the HUD User Income Limits Documentation System. See https://www.huduser.gov/portal/datasets/il.html#2022_query. Select Click Here for (current FY) IL Documentation, under Access Individual Income Limits Areas.

3.2.2. ☐ Those persons who have been determined by the U.S. Department of Housing and Urban Development (HUD) to be very low-, low- and moderate-income persons:

3.2.2.1. ☐ based upon the most recent ACS/Census data.

3.2.2.2. ☐ using HUD approved income survey methodology.

3.2.3. ☒ Those persons belonging to clientele groups who are generally presumed by HUD to be low- and moderate-income persons.

3.3. "Other Funds" means funding provided by other federal, state, local or private sources for the Project. Other Funds are good faith estimates and do not include Grant Funds.

3.4. Project Budget Lines.

3.4.1. "Other: Purchase of Food Supplies" means purchase costs of food for the Pueblo Food Project.

3.4.2. "Other: Storage and Delivery Costs" means storage and delivery costs for the Pueblo Food Project.

3.5. "Substantial Completion" means the Work is sufficiently complete in accordance with the Grant so it can be utilized for its intended purpose without undue interference.

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4. DELIVERABLES

4.1. Outcome. The final outcome of this Grant is supporting food pantry activities in the City of Pueblo in response to COVID.

4.2. Service Area. The performance of the Work described within this Grant shall be located in Pueblo, Colorado.

4.3. Performance Measures. Grantee shall comply with the following performance measures:

<u>Milestone/Performance Measure/Grantee will:</u>	<u>By:</u>
Provide DOLA with Project Timeline	Within 30 days after the Effective Date of this Intergovernmental Grant Agreement.
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	March 31, 2024

4.4. Budget Line Adjustments.

4.4.1. Grant Funds. Grantee may request in writing that DOLA move Grant Funds between and among budget lines, so long as the total amount of Grant Funds remains unchanged. To make such budget line changes, DOLA will use an Option Letter (**Exhibit G**).

4.4.2. Other Funds. Grantee may increase or decrease the amount of Other Funds in any one or any combination of budget lines as described in **§6.2**, or move Other Funds between and among budget lines, so long as the total amount of such “Other Funds” is not less than the amount set forth in **§6.2** below. Grantee may increase the Total Project Cost with “Other Funds” and such change does not require an amendment or option letter. DOLA will verify the Grantee’s contribution of “Other Funds” and compliance with this section at Project Closeout.

4.5. Quarterly Pay Request and Status Reports. Beginning 30 days after the end of the first quarter following execution of this Grant and for each quarter thereafter until termination of this Grant, Grantee shall submit Pay Requests and Status Reports using a form provided by the State. The State shall pay the Grantee for actual expenditures made in the performance of this Grant based on the submission of statements in the format prescribed by the State. The Grantee shall submit Pay Requests setting forth a detailed description and provide documentation of the amounts and types of reimbursable expenses. Pay Requests and Status Reports are due within 30 days of the end of the quarter but may be submitted more frequently at the discretion of the Grantee.

4.5.1. For quarters in which there are no expenditures to reimburse, Grantee shall indicate zero (0) requested in the Pay Request and describe the status of the Work in the Status Report. The report will contain an update of expenditure of funds by budget line as per **§6.2** of this **Exhibit B** Scope of Project as well as a projection of all Work expected to be accomplished in the following quarter, including an estimate of Grant Funds to be expended.

4.5.2. Specific submittal dates.

Quarter	Year	Due Date	Pay Request Due	Status Report Due
1st (Jan-Mar)	2023	April 30, 2023	Yes	Yes
2nd (Apr-Jun)	2023	JULY 15, 2023*	Yes	Yes
3rd (Jul-Sep)	2023	October 30, 2023	Yes	Yes
4th (Oct-Dec)	2023	January 30, 2024	Yes	Yes

***State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.**

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4.6. DOLA Acknowledgment. The Grantee agrees to acknowledge the Colorado Department of Local Affairs in any and all materials or events designed to promote or educate the public about the Work and the Project, including but not limited to: press releases, newspaper articles, op-ed pieces, press conferences, presentations and brochures/pamphlets.

5. PERSONNEL

5.1. Responsible Administrator. Grantee's performance hereunder shall be under the direct supervision of **Kayleigh McKenzie, Finance Director, (KMckenzie@pueblo.us)**, who is an employee or agent of Grantee, and is hereby designated as the responsible administrator of this Project and a key person under this §5. Such administrator shall be updated through the process in §5.3. If this person is an agent of the Grantee, such person must have signature authority to bind the Grantee and must provide evidence of such authority.

5.2. Other Key Personnel: **Megan Moore, Program Manager, (megan@pueblofoodproject.org)** Such key personnel shall be updated through the approval process in §5.1.

5.3. Replacement. Grantee shall immediately notify the State if any key personnel specified in §5 of this **Exhibit B** cease to serve. All notices sent under this subsection shall be sent in accordance with §15 of the Grant.

5.4. DLG Regional Manager. **Tara Marshall, (719) 544-6577, (tara.marshall@state.co.us)**

5.5. DLG Regional Assistant. **Flint Timmins, (719) 924-2087, (flint.timmins@state.co.us)**

6. FUNDING

The State provided funds shall be limited to the amount specified under the "Grant Funds" column of §6.2, Budget, below.

6.1. Matching/Other Funds. Match is not required. Initial estimates of Grantee's contribution are noted in the "Other Funds" column of §6.2 below. Increases to Grantee's contribution to Total Project Cost do not require modification of this Intergovernmental Grant Agreement and/or **Exhibit B**.

6.2. Budget

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
1	Other: Purchase of Food Supplies	\$120,000	\$120,000	\$0	Grantee
2	Other: Storage and Delivery Costs	\$30,000	\$30,000	\$0	Grantee
Total		\$150,000	\$150,000	\$0	

7. PAYMENT

Payments shall be made in accordance with this section and the provisions set forth in §7 of the Grant.

7.1. Payment Schedule. If Work is subcontracted or subgranted and such Subcontractors and/or Subgrantees are not previously paid, Grantee shall disburse Grant Funds received from the State to such Subcontractor or Subgrantee within fifteen days of receipt. Excess funds shall be returned to DOLA.

Payment	Amount	
Interim Payment(s)	\$142,500	Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.

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Final Payment	\$7,500	Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total	\$150,000	

7.2. Interest. Grantee or Subgrantee may keep interest earned from Grant Funds up to \$100 per year for administrative expenses.

8. ADMINISTRATIVE REQUIREMENTS

8.1. Reporting. Grantee shall submit the following reports to DOLA using the State-provided forms. DOLA may withhold payment(s) if such reports are not submitted timely. When there is a conflict between the reporting requirement in this section and the Guidebook, the stricter requirement shall prevail.

8.1.1. Quarterly Pay Request and Status Reports. Quarterly Pay Requests shall be submitted to DOLA in accordance with §4.5 of this **Exhibit B**.

8.1.2. Final Reports. Within 90 days after the completion of the Project, Grantee shall submit the final Pay Request and Status Report to DOLA.

8.1.3. Section 3 Report. The Section 3 report shall be submitted to the DOLA Regional Manager at the time of Project Closeout.

8.1.4. Single Audit Report. If Grantee is required to have a single audit, Grantee shall submit a copy of its audit report to DOLA within 180 days of its fiscal year-end.

8.1.5. Verification of Limited Clientele. This subsection shall apply when §1.2.2 above is checked. Grantee shall keep on file verification of income eligibility for project beneficiaries using income limits as referenced in §3.2.1 above.

8.1.5.1. Verification of Clientele – Urgent Need. This subsection shall apply when §1.2.6 above is checked. If the National Objective for this Grant is Urgent Need, income eligibility is waived. Grantee shall keep on file and report to DOLA all verification data except income eligibility for Project beneficiaries.

8.2. Monitoring. DOLA shall monitor this Work on an as-needed basis. DOLA may choose to audit the records for activities performed under this Grant. Grantee shall maintain a complete file of all records, documents, communications, notes and other written materials or electronic media, files or communications, which pertain in any manner to the operation of activities undertaken pursuant to an executed Grant. Such books and records shall contain documentation of the Grantee's pertinent activity under this Grant in accordance with Generally Accepted Accounting Principles.

8.2.1. Subgrantee/Subcontractor. Grantee shall monitor its Subgrantees and/or Subcontractors, if any, during the term of this Grant. Results of such monitoring shall be documented by Grantee and maintained on file.

8.3. Change of Use.

8.3.1. During a period of five (5) years following the date of Project Closeout by the State, Grantee may not change the use or planned use of the real and/or personal property acquired or improved unless: 1) the State determines the new use meets one of the national objectives of the CDBG program specified in §1.2; and 2) the Grantee provides affected citizens with reasonable notice and an opportunity to comment on any proposed changes.

8.3.2. If Grantee decides, after consultation with affected citizens that it is appropriate to change the use of the real and/or personal property to a use which the State determines does not qualify in meeting a CDBG national objective, Grantee shall reimburse to the State an amount equal to the current fair market value of the real and/or personal property, less any portion of the value

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attributable to expenditures of non-CDBG funds for acquisition of and improvements to, the real and/or personal property.

8.3.3. After the five (5) year period following the Project Closeout date, no State restrictions on use of the real and/or personal property shall be in effect.

8.4. Environmental Requirements. Grantee shall comply with all HUD environmental requirements and shall not obligate Grant funds prior to receipt of the written release of funds from the State.

8.5. Public Hearing. Grantee shall conduct at least one public hearing prior to Project Closeout to get input on its performance from citizens. Comments made during the public hearing shall be forwarded to the Department.

8.6. Recordkeeping. Grantee shall maintain records in accordance with recordkeeping requirements as outlined in the Guidebook.

8.7. Bonds. If Project includes construction or facility improvements, Grantee and/or its contractor (or subcontractors) performing such work shall secure the bonds here under from companies holding certificates of authority as acceptable sureties pursuant to 31 CFR Part 223 and are authorized to do business in Colorado.

8.7.1. Bid Bond. A bid guarantee from each bidder equivalent to 5 percent of the bid price. The “bid guarantee” shall consist of a firm commitment such as a bid bond, certified check, or other negotiable instrument accompanying a bid as assurance that the bidder shall, upon acceptance of his bid, execute such contractual documents as may be required within the time specified.

8.7.2. Performance Bond. A performance bond on the part of the contractor for 100 percent of the contract price. A “performance bond” is one executed in connection with a contract to secure fulfillment of all the contractor's obligations under such contract.

8.7.3. Payment Bond. A payment bond on the part of the contractor for 100 percent of the contract price. A “payment bond” is one executed in connection with a contract to assure payment as required by statute of all persons supplying labor and material in the execution of the work provided for in the contract.

8.7.4. Substitution. The bonding requirements in this **§8.3** may be waived in lieu of an irrevocable letter of credit if the price is less than \$50,000.

9. CONSTRUCTION/RENOVATION. The following subsections shall apply to construction and/or renovation related projects/activities:

9.1. Plans & Specifications. Construction plans and specifications shall be drawn up by a qualified engineer or architect licensed in the State of Colorado, or pre-engineered in accordance with Colorado law, and hired by the Grantee through a competitive selection process.

9.2. Procurement. A construction contract shall be awarded to a qualified construction firm through a DOLA approved selection process with the Grantee being obligated to award the construction contract to either the lowest responsive, responsible bidder meeting the Grantee's specifications or to the RFP proposal providing the greatest value to the Grantee.

9.2.1. Procurement Standard. Grantee shall follow appropriate procurement standards, either local or State, including the selection and payment of contractors, consultants, architects, engineers, and purchase of materials necessary for the completion of the Project.

9.3. Subcontracts. Copies of any and all contracts entered into by the Grantee in order to accomplish this Project shall be submitted to DOLA upon request, and any and all contracts entered into by the Grantee or any of its Subcontractors shall comply with all applicable federal and state laws and shall be governed by the laws of the State of Colorado.

9.4. Standards. Grantee, Subgrantees and Subcontractors shall comply with all applicable statutory design and construction standards and procedures that may be required, including the standards required by

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Colorado Department of Public Health and Environment, and shall provide the State with documentation of such compliance.

9.5. Bidding. Grantee shall provide to DLG all necessary forms relating to bidding and construction funded by CDBG funds.

9.6. Davis-Bacon Act. Grantee, its contractors and subcontractors shall comply with all the requirements of the Davis-Bacon Act.

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EXHIBIT C - 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. 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. “Federal Awarding Agency” means a Federal agency providing a Federal Award to a Recipient as described in 2 CFR 200.1
 - 2.1.5. “Grant” means the Grant to which these Federal Provisions are attached.
 - 2.1.6. “Grantee” means the party or parties identified as such in the Grant to which these Federal Provisions are attached.
 - 2.1.7. “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.

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- 2.1.8.** “Nonprofit Organization” means any corporation, trust, association, cooperative, or other organization, not including IHEs, that:
- 2.1.8.1.** Is operated primarily for scientific, educational, service, charitable, or similar purposes in the public interest;
 - 2.1.8.2.** Is not organized primarily for profit; and
 - 2.1.8.3.** Uses net proceeds to maintain, improve, or expand the operations of the organization.
- 2.1.9.** “OMB” means the Executive Office of the President, Office of Management and Budget.
- 2.1.10.** “Pass-through Entity” means a non-Federal Entity that provides a Subaward to a Subrecipient to carry out part of a Federal program.
- 2.1.11.** “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.
- 2.1.12.** “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.
- 2.1.13.** “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.
- 2.1.14.** “System for Award Management (SAM)” means the Federal repository into which an Entity must enter the information required under the Transparency Act, which may be found at <http://www.sam.gov>.
- 2.1.15.** “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

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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.

“Unique Entity ID” means the Unique Entity ID established by the federal government for a Grantee at <https://sam.gov/content/home>.

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.

4. SYSTEM FOR AWARD MANAGEMENT (SAM) AND UNIQUE ENTITY ID SYSTEM (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 Unique Entity ID to its Prime Recipient, and shall update Grantee’s information in SAM.Gov 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:

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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 contracts and subcontracts 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 contracts and subcontracts 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 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.

7.2. The procurement standards in **§9** below are applicable to new Awards made by Prime Recipient as of December 26, 2015. The standards set forth in **§11** below are applicable to audits of fiscal years beginning on or after December 26, 2014.

8. SUBRECIPIENT REPORTING REQUIREMENTS.

8.1. If Grantee is a Subrecipient, Grantee shall report as set forth below.

8.1.1. To SAM. A Subrecipient shall register in SAM and report the following data elements in SAM *for each* Federal Award Identification Number (FAIN) assigned by a Federal agency to a Prime Recipient no later than the end of the month following the month in which the Subaward was made:

8.1.1.1. Subrecipient Unique Entity ID;

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- 8.1.1.2.** Subrecipient Unique Entity ID if more than one electronic funds transfer (EFT) account;
 - 8.1.1.3.** Subrecipient parent's organization Unique Entity ID;
 - 8.1.1.4.** Subrecipient's address, including: Street Address, City, State, Country, Zip + 4, and Congressional District;
 - 8.1.1.5.** Subrecipient's top 5 most highly compensated Executives if the criteria in §4 above are met; and
 - 8.1.1.6.** Subrecipient's Total Compensation of top 5 most highly compensated Executives if the criteria in §4 above met.
- 8.1.2.** To Prime Recipient. A Subrecipient shall report to its Prime Recipient, upon the effective date of the Grant, the following data elements:
- 8.1.2.1.** Subrecipient's Unique Entity ID as registered in SAM.
 - 8.1.2.2.** Primary Place of Performance Information, including: Street Address, City, State, Country, Zip code + 4, and Congressional District.

9. PROCUREMENT STANDARDS.

- 9.1.** Procurement Procedures. A Subrecipient shall use its own documented procurement procedures which reflect applicable State, local, and Tribal laws and 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 contracts 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.

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- 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 CONTRACTS.

- 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 subcontracts entered into by it pursuant to this Grant.

- 12.1.1.** [Applicable to federally assisted construction contracts.] Equal Employment Opportunity. Except as otherwise provided under 41 CFR Part 60, all contracts that meet the definition of “federally assisted construction contract” in 41 CFR Part 60-1.3 shall include the equal opportunity clause provided under 41 CFR 60-1.4(b), in accordance with Executive Order 11246, “Equal Employment Opportunity” (30 FR 12319, 12935, 3 CFR Part, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, “Amending Executive Order 11246 Relating to Equal Employment Opportunity,” and implementing regulations at 41 CFR part 60, Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor.
- 12.1.2.** [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 a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that “funding 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, Contracts 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. Contracts 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 contract 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.

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12.1.6. Byrd Anti-Lobbying Amendment (31 U.S.C. 1352). Contractors that apply or bid for an award exceeding \$100,000 must file the required certification. Each tier certifies to the tier above that it will not and has not used Federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any Federal contract, grant or any other award covered by 31 U.S.C. 1352. Each tier must also disclose any lobbying with non-Federal funds that takes place in connection with obtaining any Federal award. Such disclosures are forwarded from tier to tier up to the non-Federal award.

12.1.7. Never contract with the enemy (2 CFR 200.215). Federal awarding agencies and recipients are subject to the regulations implementing “Never contract with the enemy” in 2 CFR part 183. The regulations in 2 CFR part 183 affect covered contracts, 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.

13. CERTIFICATIONS.

13.1. 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.

15. EVENT OF DEFAULT AND TERMINATION.

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- 15.1.** 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.
- 15.2.** Termination (2 CFR 200.340). The Federal Award may be terminated in whole or in part as follows:
- 15.2.1.** 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;
 - 15.2.2.** 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;
 - 15.2.3.** 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;
 - 15.2.4.** 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
 - 15.2.5.** By the Federal Awarding Agency or Pass-through Entity pursuant to termination provisions included in the Federal Award.

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OPTION LETTER #Insert # Here**SIGNATURE AND COVER PAGE**

State Agency Department of Local Affairs (DOLA)	DLG Portal Number Insert DLG Portal # for this Project	Option Letter CMS Number Insert CMS number for this Amendment
Grantee Insert Grantee's Full Legal Name	Previous CMS #(s) Insert CMS number for orig Agreement, and any prior chg docs	
Project Number and Name Insert DOLA's project number and name	Grant Amount Initial Award: \$Insert orig award amt Option Letter ## and date effective/spendable: \$0.00 Option Letter ## and date effective/spendable: \$0.00 Total Grant Amount: \$Insert total award to date	
DOLA Regional Manager Choose an item. DOLA Regional Assistant Choose an item.	Prior Grant Agreement Expiration Date Month Day, Year	Current Grant Agreement Expiration Date Month Day, Year

THE PARTIES HERETO HAVE EXECUTED THIS OPTION LETTER

Each person signing this Option Letter represents and warrants that he or she is duly authorized to execute this Option Letter and to bind the Party authorizing his or her signature.

STATE OF COLORADO Jared S. Polis GOVERNOR Colorado Department of Local Affairs By: _____ Rick M. Garcia, Executive Director Date: _____

ALL CONTRACTS REQUIRE APPROVAL BY THE STATE CONTROLLER

CRS §24-30-202 requires the State Controller to approve all State contracts. This Option Letter is not valid until signed and dated below by the State Controller or delegate.

STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: _____ Beulah Messick, DOLA Controller Delegate Effective Date: _____

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1) OPTIONS: Choose all applicable options listed in §1 and in §2

- ☐ a. Option to extend (*use this option for Extension of Time*)
- ☐ b. Change in the Grant Award Amount within the current term (*use this option for an Increase or Decrease in Grant Funds, including Supplemental funding awards*)
- ☐ c. Budget Line Adjustment(s) – reallocation of awarded Grant Funds to Budget Line(s) (*use this Option to redistribute existing Grant Funds between budget lines*)

2) REQUIRED PROVISIONS. All Option Letters shall contain the appropriate provisions set forth below:

a. For use with Option 1(a): In accordance with **Section 2(A)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option for an additional term beginning **Insert start date** and ending on **Insert ending date**. Tables in **Sections 4.3 and 4.5.2 of Exhibit B** are deleted and replaced with the following:

<u>Milestone/Performance Measure</u>	<u>By:</u>
Put Project out to bid.	Within ___ days of the Effective Date of this Intergovernmental Grant Agreement.
Award and finalize subcontract(s) and/or sub-grant(s).	[give target date]
Provide DOLA with Project Timeline	Within ___ days of the Effective Date of the subcontract(s).
Contractor mobilization/begin Work.	Within ___ days of the Effective Date of the subcontract(s).
Submit Quarterly Pay Requests	See §4.5.2 below
Submit Quarterly Status Reports	See §4.5.2 below
Submit Project Final Report	[give date certain]

Quarter	Year	Due Date	Pay Request	Status Report
2 nd (Apr-Jun)	2024	JULY 15, 2024*	Yes	Yes
3 rd (Jul-Sep)	2024	October 30, 2024	Yes	Yes
4 th (Oct-Dec)	2024	January 30, 2025	Yes	Yes
1 st (Jan-Mar)	2025	April 30, 2025	Yes	Yes
2 nd (Apr-Jun)	2025	JULY 15, 2025*	Yes	Yes
3 rd (Jul-Sep)	2025	October 30, 2025	Yes	Yes
4 th (Oct-Dec)	2025	January 30, 2026	Yes	Yes
1 st (Jan-Mar)	2026	April 30, 2026	Yes	Yes

*State fiscal year runs July 1 – June 30 annually. Grantee must request reimbursement for all eligible costs incurred during a State fiscal year by July 15 annually.

b. For use with Option 1(b): In accordance with **Section 7(A)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to **increase/decrease** Grant Funds awarded for this Project in an amount equal to **amt of increase or (decrease)**, from **beginning dollar amt** to **ending dollar amt**. The Grant Award Amount shown on the Summary of Terms and Conditions page of this Intergovernmental Grant Agreement is hereby changed to **ending dollar amt**. The Budget table in **Section 6.2** and the Payment Schedule in **Section 7.1**, both of **Exhibit B**, are deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

CDBG-CVS 303 - City of Pueblo Food Pantry

Payment	Amount	
Interim Payment(s)		Paid upon receipt of actual expense documentation and written Pay Requests from the Grantee for reimbursement of eligible approved expenses.
Final Payment		Paid upon Substantial Completion of the Project (as determined by the State in its sole discretion), provided that the Grantee has submitted, and DOLA has accepted, all required reports.
Total		

c. **For use with Option 1(c):** In accordance with **Section 7(D)(i)** of the original Intergovernmental Grant Agreement between the State of Colorado, acting by and through the Colorado Department of Local Affairs, and **Grantee's Name**, the State hereby exercises its option to re-allocate awarded Grant Funds within the Project Budget. The Budget table in **Section 6.2** of **Exhibit B** is deleted and replaced with the following:

Budget Line(s)		Total Project Cost	Grant Funds	Other Funds	Other Funds Source
Line #	Cost Category				
	Architectural/Engineering Services	\$ 0.00			Grantee
	Construction/Improvement of Public Roadways				Grantee
	Total	\$ 0.00	\$ 0.00	\$ 0.00	

3) **Effective Date.** The effective date of this Option Letter is upon approval of the State Controller or , whichever is later.

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**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 27, 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 ESTABLISHING PROJECT ACCOUNT NO. CI2316 - ABRIENDO PARKWAY TREE MAINTENANCE AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$75,000 FROM THE UNAPPROPRIATED GENERAL FUND BALANCE TO SAID PROJECT ACCOUNT

SUMMARY:

The attached Ordinance will establish a new Project Account No. CI2316 – Abriendo Parkway Tree Maintenance and budget and appropriate \$75,000.00 from the unappropriated General Fund balance to said project account.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Many of the trees in the Abriendo Parkway are some of the oldest trees in Pueblo. Non-profit organization Trees Please, Inc. is requesting \$75,000 to hire an arborist contractor to completely go through the trees on Abriendo Parkway and conduct various tree removals and to prune dead branches. Once this tree maintenance is complete, Trees Please, Inc. will plant new trees in the parkway from Dutch Clark Stadium to Stauter Field.

FINANCIAL IMPLICATIONS:

The estimated project cost is approximately \$75,000.00. Funds for the project will be provided from the existing unappropriated General Fund balance.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the project will not be completed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10408

AN ORDINANCE ESTABLISHING PROJECT ACCOUNT NO. CI2316 - ABRIENDO PARKWAY TREE MAINTENANCE AND BUDGETING AND APPROPRIATING FUNDS IN THE AMOUNT OF \$75,000 FROM THE UNAPPROPRIATED GENERAL FUND BALANCE TO SAID PROJECT ACCOUNT

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

SECTION 1.

Project Account No. CI2316 - Abriendo Parkway Tree Maintenance is hereby established.

SECTION 2.

Funds in the amount of \$75,000.00 are hereby budgeted and appropriated into Project Account No. CI2316 - Abriendo Parkway Tree Maintenance from the unappropriated General Fund balance.

SECTION 3.

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

SECTION 4.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 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

W. S. Lee
City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 27, 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 A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TREES PLEASE, INC., A COLORADO NONPROFIT CORPORATION, FOR SERVICES WITH RESPECT TO PROJECT NO. CI2316 - ABRIENDO PARKWAY TREE MAINTENANCE, AND AUTHORIZING THE MAYOR TO EXECUTE THE SAME

SUMMARY:

Attached is an Ordinance approving and authorizing the Mayor to sign a Professional Services Agreement with Trees Please, Inc. to render professional services with respect to Project No. CI2316 – Abriendo Parkway Tree Maintenance.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

Many of the trees in the Abriendo Parkway are some of the oldest trees in Pueblo. Non-profit organization Trees Please, Inc. is requesting \$75,000 to hire an arborist contractor to completely go through the trees on Abriendo Parkway and conduct various tree removals and to prune dead branches. Once this tree maintenance is complete, Trees Please, Inc. will plant new trees in the parkway from Dutch Clark Stadium to Stauter Field.

Ordinance No. 10377 establishes Project Account No. CI2316 – Abriendo Parkway Tree Maintenance, budgets and appropriates funds in the amount of \$75,000 from the unappropriated General Fund balance, and is also on this Agenda for your consideration and approval.

FINANCIAL IMPLICATIONS:

The estimated cost for Project No. CI2316 – Abriendo Parkway Tree Maintenance is \$75,000.00. Funds for the project are requested in Ordinance No. 10377.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance is not approved, the project will not be completed.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Agreement for Professional Services - Trees Please, Inc_03.13.2023

ORDINANCE NO. 10409

AN ORDINANCE APPROVING A PROFESSIONAL SERVICES AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND TREES PLEASE, INC., A COLORADO NONPROFIT CORPORATION, FOR SERVICES WITH RESPECT TO PROJECT NO. CI2316 - ABRIENDO PARKWAY TREE MAINTENANCE, AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, Trees Please, Inc. requests and City of Pueblo agrees to enter into a Professional Services Agreement to render professional services with respect to Project No. CI2316 - Abriendo Parkway Tree Maintenance; NOW; THEREFORE,

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

SECTION 1.

The Agreement for Professional Services ("Agreement") by and between the City of Pueblo, a Municipal Corporation, and Trees Please, Inc., a Colorado Nonprofit Corporation, relating to tree maintenance services on the Abriendo Parkway, after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

The Mayor is authorized to execute and deliver 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.

Approval of the Agreement is hereby conditioned on the creation of Project Account No. CI2316 - Abriendo Parkway Tree Maintenance, and the budgeting and appropriating of \$75,000.00 from the unappropriated General Fund balance to said account. Should said conditions not be met, the Agreement shall be void and of no effect.

SECTION 4.

Funds for the Agreement shall be paid from Project No. CI2316.

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 February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 15, 2023, _____.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

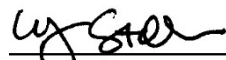
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk

AGREEMENT FOR PROFESSIONAL SERVICES

THIS AGREEMENT ("Agreement") is made and entered this ____ day of _____, 20__ ("Effective Date"), by and between the City of Pueblo, a Colorado Municipal Corporation, (hereinafter referred to as "Client") and Trees Please, Inc., a Colorado nonprofit corporation, (hereinafter referred to as "Consultant") for Consultant to render professional services for Client with respect to Project No. CI2316 – Abriendo Parkway Tree Maintenance and related ancillary services, hereinafter referred to as the "Project". In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

SECTION 1. GENERAL AND SCOPE OF SERVICES.

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

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

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

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

SECTION 2. CONSULTANT'S RESPONSIBILITIES.

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

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

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

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

SECTION 3. FEES FOR SERVICES; PAYMENT.

(a) Client will pay to Consultant as full compensation for all services required to be performed by Consultant under this Agreement, except for services for additional work or work beyond the scope of this Agreement, the maximum sum of U.S. \$75,000.00. Consultant may invoice Client monthly for work performed at the rates set forth in Schedule 1. Payments shall be made within forty-five (45) days of invoice by Consultant.

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

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

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

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

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

SECTION 4. CLIENT'S RESPONSIBILITIES.

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

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

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

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

SECTION 5. TERM AND TERMINATION.

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

(b) Fund Appropriation. This Agreement is conditioned on funds being budgeted and appropriated by Client for the Project. Should such funds not be budgeted and appropriated, this Agreement will be void and of no effect. This agreement is expressly made subject to the limitations of the Colorado Constitution. Nothing herein shall constitute, nor be deemed to constitute, the creation of a debt or multi-year fiscal obligation or an obligation of future appropriations by the City Council of Pueblo, contrary to Article X, §20 of the Colorado Constitution or any other constitutional, statutory or charter debt limitation. Notwithstanding any other provision of this agreement, with respect to any financial obligation of Client which may arise under this agreement in any fiscal year after the current year, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default by or breach of this agreement. The termination of this Agreement due to lack of funding shall be without penalty to the Client.

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

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

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

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

SECTION 6. SITE ACCESS.

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

SECTION 7. EQUIPMENT AND SOFTWARE.

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

SECTION 8. USE OF DOCUMENTS.

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

SECTION 9. INSURANCE AND INDEMNITY.

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

(b) Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this agreement and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by it and all its subcontractors under

the agreement, to be written on a comprehensive policy form. This insurance shall be written in amounts not less than \$1,000,000 for each occurrence and aggregate for personal injury including death and bodily injury and \$1,000,000 for each occurrence and aggregate for property damage. This policy of insurance shall name the City of Pueblo, its agents, officers and employees as additional insureds. This policy shall have all necessary endorsements to provide coverage without exclusion for explosion and collapse hazards, underground property damage hazard, blanket contractual coverage, as well as Owner's and Contractor's Protective Liability (OCP) coverage. The policy shall also provide coverage for contractual liability assumed by Consultant under the provisions of the Agreement, and "Completed Operations and Projects Liability" coverage.

(c) Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Agreement and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Consultant.

(d) Workers' Compensation Insurance complying with statutory requirements in Colorado and in any other state or states where the work is performed. The Workers' Compensation Insurance policy shall contain an endorsement waiving subrogation against the Client.

(e) Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City.

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

SECTION 10. REQUIRED GRANT PROVISIONS

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

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

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

SECTION 11. SUBCONTRACTS.

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

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

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

SECTION 12. MISCELLANEOUS.

(a) Notices. Any and all notices or other communications required or permitted by this Agreement or by law to

be served on or given to either Consultant or Client by the other party shall be in writing and shall be deemed duly served and given when personally delivered to the party to whom it is directed, or in lieu of such personal service, when deposited in the United States mail, first-class postage prepaid, addressed to the Client, Attention: Nicholas A. Gradisar, Mayor, 1 City Hall Place, Pueblo, Colorado 81003, with a copy to Attn: City Attorney, 1 City Hall Place, Pueblo, Colorado 81003; or to Consultant, Attention: Jean Latka, 229 Midway Avenue, Pueblo, Colorado 81004. Either party may change its address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

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

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

(d) Amendments. No amendment to this Agreement shall be made nor be enforceable unless made by written amendment signed by an authorized representative of Consultant and by Client in accordance with this Agreement.

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

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

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

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

SECTION 13. PERA LIABILITY.

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

[Remainder of page intentionally left blank.]

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

CITY OF PUEBLO,
A MUNICIPAL CORPORATION

TREES PLEASE, INC., A COLORADO
NONPROFIT CORPORATION

By: _____
Nicholas A. Gradisar, Mayor

By: _____

Attest: _____
City Clerk

Title: _____

[S E A L]

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

Director of Finance

APPROVED AS TO FORM:

City Attorney

SCHEDULE 1
Professional Consulting Services



Licensed and Insured

Emmons Tree Care

PO Box 805

Beulah, CO

81023

Phone: (719) 557-1442

Fax: (719) 595-1905

Website: emmonstreecare.com

Email: emmonstreecare@yahoo.com

11/19/22

To: Trees, Please attn Jean Latka
Re: Tree work on the Abriendo median

Note: "R" = Remove

"DW" = Prune deadwood

Items:

Madison and Abriendo, walking west:

1. R Am. elm	2250.00
Grind stump	550.00
2. DW crabapple and raise to 10'	150.00
3. DW honey locust and reduce over street, raise to 15'	750.00
5. DW crabapple and raise to 10'	150.00
6. DW linden and raise to 15'	650.00
7. DW (species not noted) and remove hangers	150.00
8. DW Am. elm and light raise over street	900.00
9. DW hackberry	300.00
10. R Am. elm	1650.00
Grind stump	450.00
11. DW linden and raise to 10'	550.00
12. DW Am. elm and reduce long limb growing into linden	650.00
13. DW crabapple and raise to 10'	250.00

14. DW Am. elm and raise to 10'	450.00
15. DW linden	150.00
16. DW Am. elm	1200.00

Lake and Abriendo, walking west:

1. R cottonwood	2600.00
Grind stump	650.00
2. DW ash and reduce	450.00
3. DW cottonwood and raise to 15'	550.00
4. DW crabapple and raise to 8'	150.00
5. DW crabapple and raise to 8'	200.00
6. DW cottonwood and raise to 15'	800.00
7. DW cottonwood and raise to 15'	800.00
8. DW honey locust and raise to 12', reduce over street	500.00
9. DW and reduce (species not specified in notes)	750.00
10. DW London plane	900.00

Michigan and Abriendo, walking west:

1. DW ash and raise to 15', light reduce	1000.00
2. DW honey locust and raise to 10'	250.00
3. DW Am. elm	650.00
or R Am. elm	1450.00
Grind stump.....	450.00
4. DW ash and raise to 15'	350.00
5. DW honey locust and raise to 12'	550.00
6. DW honey locust and raise to 12'	550.00
7. DW honey locust and raise to 12'	750.00
8. DW golden lantern	150.00
9. DW and raise golden lantern	150.00

Broadway and Abriendo, walking west:

1. R golden lantern	275.00
2. Prune three Columbus pear trees	600.00
3. DW and raise golden lantern	200.00

Colorado and Abriendo, walking west:

1. Prune and raise tree next to crosswalk	150.00
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Quincy and Abriendo, walking west:

1. DW honey locust, light reduce over street, clear power line, raise to 15'	550.00
2. DW ash and raise to 10'	300.00
3. DW ash and raise to 10'	350.00
4. DW honey locust and raise to 15', light reduce over street	650.00
5. DW crabapple and raise to 10'	300.00
6. DW ash and raise to 10'	300.00
7. DW Am. elm	650.00
8. DW Kentucky coffee tree	150.00
9. DW honey locust and raise to 15', light reduce over street	800.00
10. DW ash and raise to 10', reduce over street	250.00

Jackson and Abriendo, walking west:

1. DW crabapple and raise to 10'	150.00
2. Ash OK	
3. DW Am. elm and reduce over street	1100.00
or R Am elm	2600.00
Grind stump	550.00
4. Grind ash stump	350.00
5. R ash	900.00
Grind stump	300.00

6. Kentucky coffee tree OK

7. R Am. elm	3000.00
Grind stump	550.00
8. R apple	250.00
Grind stump	250.00
9. DW honey locust	850.00
10. R Am. elm	3600.00
Grind stump	650.00

Van Buren and Abriendo, walking west:

1. R Am. elm	1400.00
Grind stump	450.00
2. DW maple and raise to 12'	350.00
3. DW and reduce Am. elm	1600.00
4. DW London plane and raise to 15'	750.00
5. DW Am. elm	1400.00
6. DW and reduce Am. elm, raise 10'	850.00
or R Am. elm	1600.00
Grind stump	450.00
7. Kentucky coffee tree OK	
8. DW honey locust and raise to 15'	850.00
9. DW and reduce Am. elm	1000.00
10. DW and reduce Am. elm	850.00
or R Am. elm	2000.00
Grind stump	650.00

Polk and Abriendo, walking west:

1. DW London plane and raise to 15'	1000.00
2. DW ash	250.00
3. DW honey locust and raise to 15'	850.00
4. DW hackberry	350.00
5. DW honey locust and raise to 15'	850.00
6. R ash	200.00
Grind stump	200.00
7. DW tulip tree	650.00

Tyler and Abriendo, walking west:

1. R Am. elm	3300.00
Grind stump	750.00
2. R Am. elm	1400.00
Grind stump	650.00
3. DW honey locust and raise to 15'	550.00
4. DW linden and raise to 12'	250.00

Lincoln and Abriendo, walking west:

1. DW and reduce Am. elm	1600.00
2. Kentucky coffee tree OK	
3. DW and reduce Am. elm	1600.00
4. Kentucky coffee tree OK	
5. DW hackberry and raise to 15'	450.00
6. Kentucky coffee tree OK	
7. Kentucky coffee tree OK	
8. DW linden and raise to 15', clear power lines	550.00

Harrison and Abriendo, walking west:

1. DW and reduce Am. elm	2000.00
2. DW hackberry and raise to 12'	150.00
3. DW and reduce Am. elm	1400.00
4. DW Am. elm	1150.00
5. DW and reduce, raise to 15' Am. elm	1400.00
6. DW and reduce Am. elm	1000.00
7. DW and reduce Am. elm	750.00
8. DW linden and raise to 15'	750.00
9. R Am. elm	1400.00
Grind stump	550.00
10. DW honey locust and raise over street	650.00

Regards,

Matt Emmons
(719) 557-1442



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 27, 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 APPROVING A REIMBURSEMENT AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO PRELIMINARY ENGINEERING WORK WITH RESPECT TO THE EXISTING OVERPASS OVER THE UNION PACIFIC RAILROAD TRACK AND PROPERTY AT MEL HARMON DRIVE/DILLON DRIVE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

SUMMARY:

Attached is an Ordinance approving a Reimbursement Agreement for Preliminary Engineering Services between Union Pacific Railroad Company and the City of Pueblo for conducting maintenance of an existing overpass over the Union Pacific Railroad's track and property at Mel Harmon Drive/Dillon Drive.

PREVIOUS COUNCIL ACTION:

Ordinance 9205 (November 27, 2017) adopted the City of Pueblo 2018 Budget, which budgeted \$150,000.00 for the Mel Harmon Drive Bridge Overlay and Rehabilitation project (HU1802). Ordinance 9373 (November 26, 2018) adopted the City of Pueblo 2019 Budget, which budgeted an additional \$300,000.00 for the same project.

Ordinance 9618 (December 9, 2019) approved an agreement with the Colorado Department of Transportation (CDOT), accepted a grant from Federal Highway Administration (FHWA) in the amount of \$418,701.00 and budgeted and appropriated the grant funds into project account HU1802 - Mel Harmon Drive Bridge Overlay and Rehabilitation.

Resolution 14714 (September 27, 2021) awarded an agreement for professional design services in the amount of \$69,921.00 to Short Elliott Hendrickson, Inc., for Project 21-053, Engineering Design Services for Mel Harmon Bridge Overlay Project.

BACKGROUND:

The Mel Harmon Drive Bridge was constructed in 1976, and it spans along Pueblo Mall Drive and Union Pacific Railroad tracks. Recent bridge inspection reports have recommended rehabilitation that includes the following tasks to preserve the structure; resurface the bridge deck, address settlement issues/mud jack slope pavement, remove and replace noncompliant bridge railing, modify approach rails, remove and replace damaged curb and gutter and sidewalk, remove vegetation, etc.

In 2018, the City of Pueblo was awarded a grant from the Federal Highway Administration (FHWA) in the amount of \$418,701.00 to aid in the rehabilitation of this bridge.

The Union Pacific Railroad right-of-way extends under Mel Harmon Drive Bridge. In order to conduct work over the railroad tracks, approval from Union Pacific Railroad is required.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

Not applicable

ALTERNATIVES:

Denial of this agreement will result in the City not being able to complete the necessary work over the railroad and the repairs at the Mel Harmon Bridge being cancelled. In addition, a portion of the work is funded by a grant received from CDOT. Failure to approve this agreement will require funds to be returned to CDOT.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Reimbursement Agreement with Union Pacific Railroad

ORDINANCE NO. 10410

AN ORDINANCE APPROVING A REIMBURSEMENT AGREEMENT BETWEEN UNION PACIFIC RAILROAD COMPANY, A DELAWARE CORPORATION, AND THE CITY OF PUEBLO, A MUNICIPAL CORPORATION, RELATING TO PRELIMINARY ENGINEERING WORK WITH RESPECT TO THE EXISTING OVERPASS OVER THE UNION PACIFIC RAILROAD TRACK AND PROPERTY AT MEL HARMON DRIVE/DILLON DRIVE AND AUTHORIZING EXECUTION THEREOF BY THE MAYOR

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

SECTION 1.

The Reimbursement Agreement Preliminary Engineering Services by and between Union Pacific Railroad Company, a Delaware Corporation, and the City of Pueblo, a Municipal Corporation, a copy of which is attached hereto and made part hereof by reference, after having been approved as to form by the City Attorney, is hereby approved. 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 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon passage and approval.

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on March 15, 2023.
- ☐ Disapproved on _____ based on the following objections:



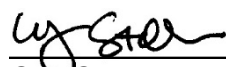
Mayor

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



City Clerk

**REIMBURSEMENT AGREEMENT
PRELIMINARY ENGINEERING SERVICES**

Effective Date:

Estimate: \$25,000.00

THIS REIMBURSEMENT AGREEMENT (**Agreement**) is made and entered into as of the **Effective Date**, by and between UNION PACIFIC RAILROAD COMPANY, a Delaware corporation (**Railroad**), and CITY OF PUEBLO, COLORADO (**Agency**).

RECITALS

A. Agency desires to initiate the project more particularly described on Exhibit A attached hereto (**Project**).

B. The Project will affect Railroad's track and right of way at or near the Project area more particularly described on Exhibit A.

C. Railroad agrees to collaborate with Agency on the conceptualization and development of the Project in accordance with the terms and conditions of this Agreement.

AGREEMENT

NOW THEREFORE, the parties hereto agree as follows:

1. Railroad, and/or its representatives, at Agency's sole cost and expense, agrees to perform (or shall cause a third-party consultant to perform on Railroad's behalf) the preliminary engineering services work described on Exhibit B attached hereto (**PE Work**). Agency acknowledges and agrees that: (a) Railroad's review of any Project designs, plans and/or specifications, as part of the PE Work, is limited exclusively to potential impacts on existing and future Railroad facilities and operations; (b) Railroad makes no representations or warranties as to the validity, accuracy, legal compliance, or completeness of the PE Work; and (c) Agency's reliance on the PE Work is at Agency's own risk.

2. Notwithstanding the Estimate (**Estimate**), Agency agrees to reimburse Railroad and/or Railroad's third-party consultant, as applicable, for one hundred percent (100%) of all actual costs and expenses incurred for the PE Work. During the performance of the PE Work, Railroad will provide (and/or will cause its third-party consultant to provide) progressive billing to Agency based on actual costs in connection with the PE Work. Within sixty (60) days after completion of the PE Work, Railroad will submit (and/or will cause its third-party consultant to submit) a final billing to Agency for any balance owed for the PE Work. Agency shall pay Railroad (and/or its third-party consultant, as applicable) within thirty (30) days after Agency's receipt of any progressive and final bills submitted for the PE Work. Bills will be submitted to the Agency using the contact information provided on Exhibit C. Agency's obligation hereunder to reimburse Railroad (and/or its third-party consultant, as applicable) for the PE Work shall apply regardless whether Agency declines to proceed with the Project or Railroad elects not to approve the Project.

3. Agency acknowledges and agrees that Railroad may withhold its approval for the Project for any reason in its sole discretion, including without limitation, impacts to Railroad's safety, facilities, or operations. If Railroad approves the Project, Railroad will continue to work with Agency to develop final plans and specifications, and prepare material and force cost estimates for any Project related work performed by Railroad.

4. If the Project is approved by Railroad, Railroad shall prepare and forward to Agency a Construction and Maintenance Agreement (**C&M Agreement**) which shall provide the terms and conditions for the construction and ongoing maintenance of the Project. Unless otherwise expressly set forth in the C&M Agreement, the construction and maintenance of the Project shall be at no cost to Railroad. No construction work on the Project affecting Railroad's property or operations shall commence until the C&M Agreement is finalized and executed by Agency and Railroad.

5. Neither party shall assign this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld, conditioned, or delayed.

6. No amendment or variation of the terms of this Agreement shall be valid unless made in writing and signed by the parties.

7. This Agreement sets forth the entire agreement between the parties regarding the Project and PE Work. To the extent that any terms or provisions of this Agreement regarding the PE Work are inconsistent with the terms or provisions set forth in any existing agreement related to the Project, such terms and provisions shall be deemed superseded by this Agreement to the extent of such inconsistency.

IN WITNESS WHEREOF, the parties hereto have duly executed this Agreement as of the Effective Date.

CITY OF PUEBLO, COLORADO

UNION PACIFIC RAILROAD COMPANY,
a Delaware Corporation

Signature

Signature

Printed Name

Kenneth Tom
Printed Name

Title

Manager I, Engineering – Public Projects
Title

Exhibit A

Project Description and Location

Project Description

City of Pueblo, CO proposes to conduct maintenance to the existing overpass over Railroad's track and property at the location referred to below.

Location

Colorado Springs Subdivision

DOT	Crossing Type	Milepost	Street Name
254384N	Public	115.43	Mel Harmon Drive/Dillon Drive

Exhibit B

Scope of Project Services

Scope of work includes, but is not limited to the following

- Field diagnostic(s) and inspections
- Plan, specification, and construction review
- Project design
- Preparation of Project estimate for force account or other work performed by the Railroad
- Meetings and travel

Exhibit C

Billing Contact Information

Name	Charles Roy, P.E.
Title	Deputy Director-Public Works
Address	211 East D Street, Pueblo, CO, 81003
Work Phone	(719) 553-2271
Cell Phone	
Email	CRoy@pueblo.us
Agency Project No.	21-053



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 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 STEEL CITY INDUSTRIAL PARK, A SPECIAL AREA PLAN

SUMMARY:

This Ordinance creates a Special Area Plan of approximately 14.68-acres of commercial/industrial development located east of I-25 and north of the eastern terminus of West Pueblo Boulevard. The applicant is requesting to subdivide 14.68 acres into five industrial lots and three parcels for a private roadway and utilities. The proposed Steel City Industrial Park Subdivision, A Special Area Plan proposes to allow unique development of a private roadway providing ingress/egress to the lots within the subdivision.

PREVIOUS COUNCIL ACTION:

An application to approve for S-22-08, Steel City Industrial Park Subdivision, A Special Area Plan has been concurrently submitted in conjunction with this request.

BACKGROUND:

The Steel City Industrial Park, Subdivision, A Special Area Plan, is a proposed 14.68-acre commercial/industrial development located east of I-25 and north of the eastern terminus of West Pueblo Boulevard. Lot 1 is intended to be developed with a national chain convenience store; the remaining four lots are reserved for future industrial development. A parcel will serve as a private roadway to provide access to Lots 2-5. A Special Area Plan is required because Lots 2-5 will have frontage and gain access from a private drive, Greenhorn Place.

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 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, both the Subdivision and Special Area Plan will not be recorded which will impede the applicant's ability to develop the property.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. SAP-22-02 Combined Attachments

ORDINANCE NO. 10411

AN ORDINANCE APPROVING THE STEEL CITY INDUSTRIAL
PARK, A SPECIAL AREA PLAN

WHEREAS, a request for a Special Area Plan Steel City Industrial Park, A Special Area Plan, has been submitted to the Planning and Zoning Commission for approval pursuant to Section 17-4-29 of the Pueblo Municipal Code; and,

WHEREAS, the Planning and Zoning Commission after a public hearing found and determined the objectives and requirements of said Section 17-4-29 can and will be met; and,

WHEREAS, the Planning and Zoning Commission has recommended the approval of the Special Area Plan for Steel City Industrial Park, A Special Area Plan; NOW, THEREFORE,

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

SECTION 1.

The Special Area Plan for:

A parcel of land being a portion of the South ½ of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of th said Section 13, a distance of 647.50 feet to the Easterly right of way line of interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

1. North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
2. North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
3. North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
4. North 43 degrees 48 minutes 53 seconds East a distance of 1295.63 feet;
5. South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
6. North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
7. Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
8. North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.681 acres, more or less.

attached hereto, is hereby approved.

SECTION 2.

The Special Area Plan is approved without conditions.

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 February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 15, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

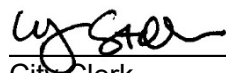
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That LHM Pueblo, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25)
Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
4) North 43 degrees 48 minutes 53 seconds East a distance of 1295.63 feet;
5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14,681 acres, more or less.

Has caused the foregoing described property to be surveyed, platted, and subdivided into parcels, and has shown hereon certain easements for public ingress-egress, public utilities, drainage, sidewalks, and parking 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 "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Tract A & B, as shown hereon, shall hereby be dedicated per this plat and maintained by Greenhorn Place HOA, with the intended use of drainage and utilities.

Tract C, as shown hereon, shall hereby be dedicated per this plat and maintained by Greenhorn Place HOA, with the intended use of ingress/egress, drainage, and utilities.

All public utility easements, and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise hereon, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% form the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcels A, B, Lot 1, and Lot 5, as shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

All of the property shown on this plat shall be subject to the terms and conditions defined in the Declarations of Covenants dated _____ and recorded in the office of the Clerk and Recorder of Pueblo, County, Colorado.

No access shall be permitted along the Interstate 25 right-of-way.

In witness whereof the following has set his hand:

IN WITNESS WHEREOF:

The aforementioned, LHM Pueblo, a Utah limited liability company, has executed this instrument this _____ day of _____, _____.

By:_____

Name:_____

Title:_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____

as _____, of LHM Pueblo, LLC, a Utah limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, Southgate Properties, LLC, a Colorado limited liability company, has executed this instrument this _____ day of _____, _____.

By:_____

Name:_____

Title:_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

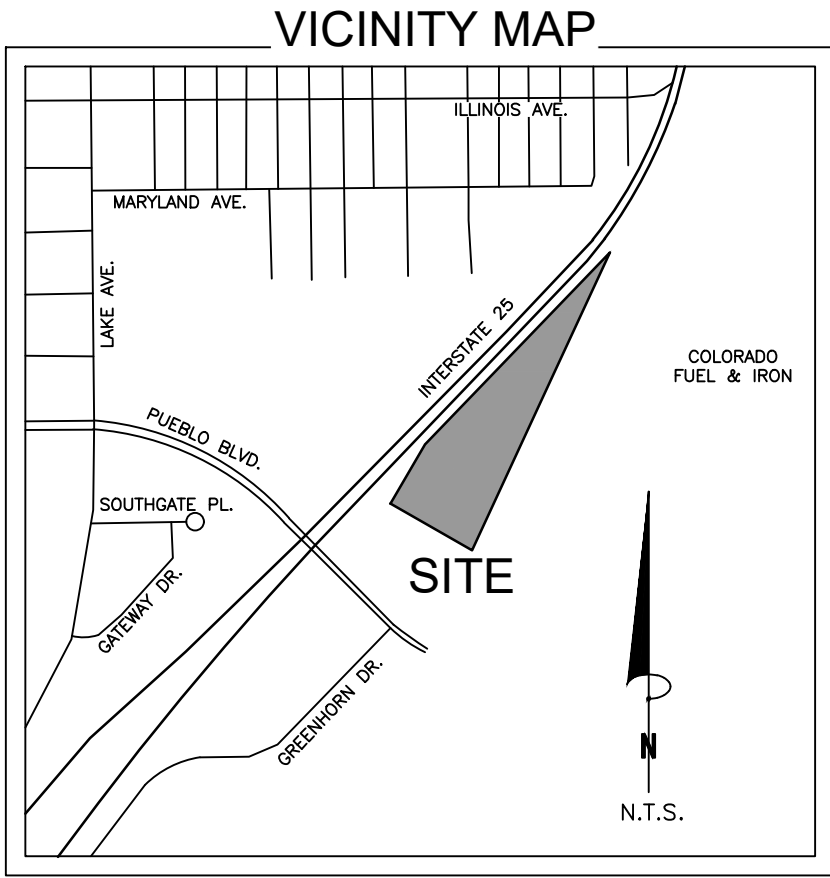
The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____

as _____, of Southgate Properties, LLC, a Colorado limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____



NOTES:

- This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of record, Clark Land Surveying, Inc. relied upon a Title Insurance Policy, prepared by First American Title Insurance Company, Commitment No. NCS-1040355-SLC1, effective date November 21, 2022 at 5:00 P.M.
- Basia of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 999971 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
- This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041C0737G, effective date December 7, 2018.
- Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- The lineal units used in this drawing are U.S. Survey Feet.
- Number of parcels in this subdivision: 1 Parcel and 5 Lots
- Property is subject to existing leases and tenancies not shown by the public records, if any.
- Field work for this survey was completed on May 17, 2021.
- Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
- Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465.
NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
- Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
- Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
- Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and 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 _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS

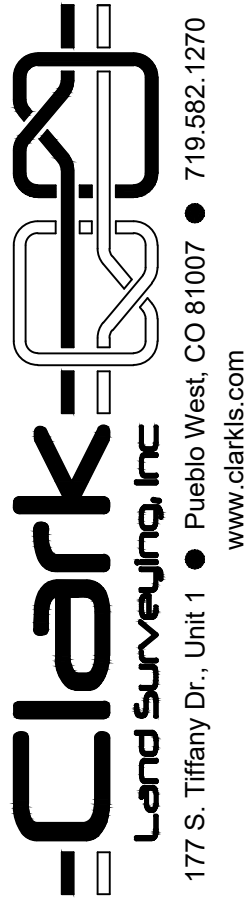
I hereby certify that this instrument was filed for record in my office at _____ o'clock ____M.,

this _____ day of _____, _____, A.D., and is duly recorded under

Reception No. _____ of the records of Pueblo, Colorado.

SURCHARGE: _____ RECORDER

FEE: _____ By: _____ Deputy



No.	Description	Revisions	
		By	Date

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 commenced more than ten years from the date of the certification shown hereon.

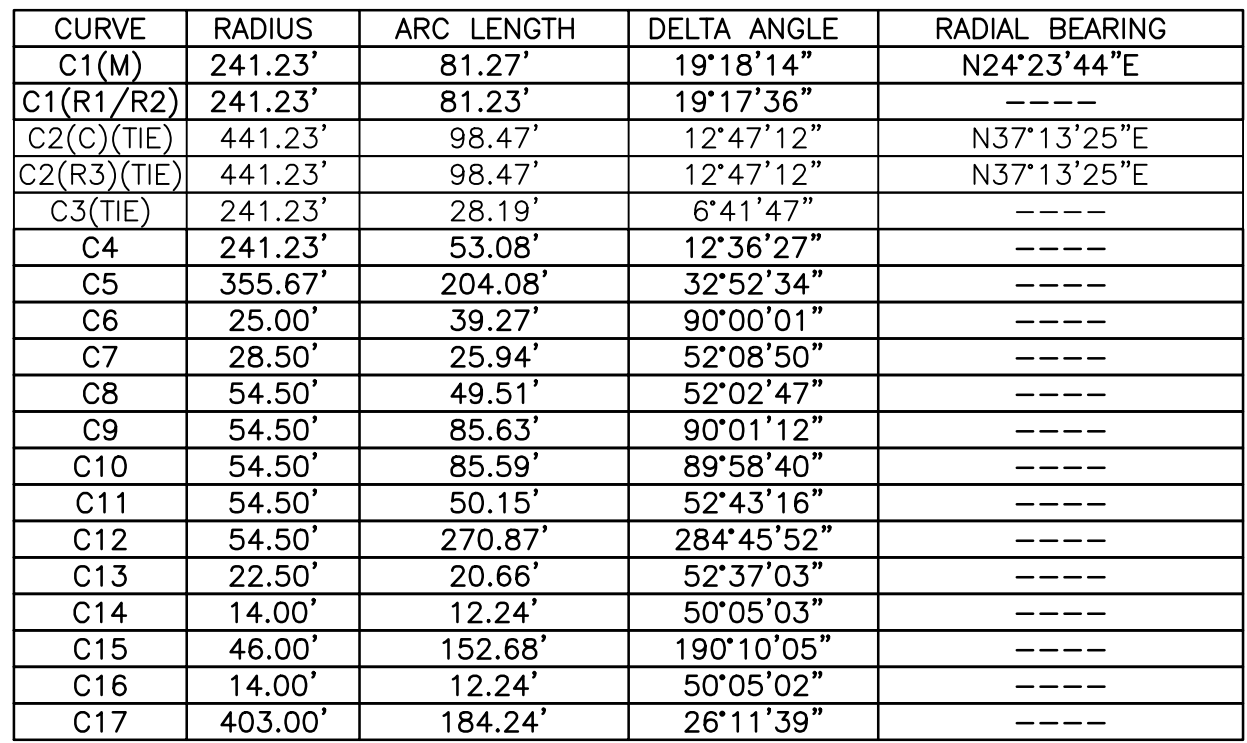
STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Project No. 220001 Date: 2/17/2022 Sheet 1 of 3
Drawn By: DWC Checked By: SJM

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

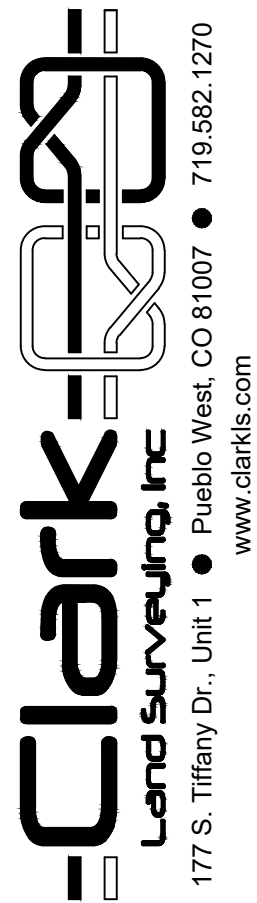
[illegible]

Project	220001	Drawn By: DWG	Date: 2/17/2022
Sheet	2 of 3	Checked By: SJM	



STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

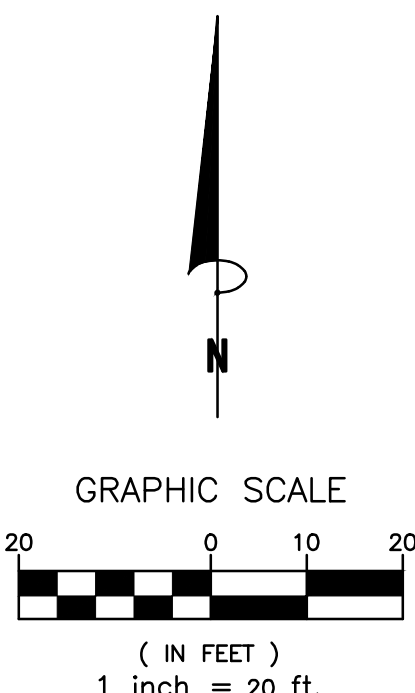
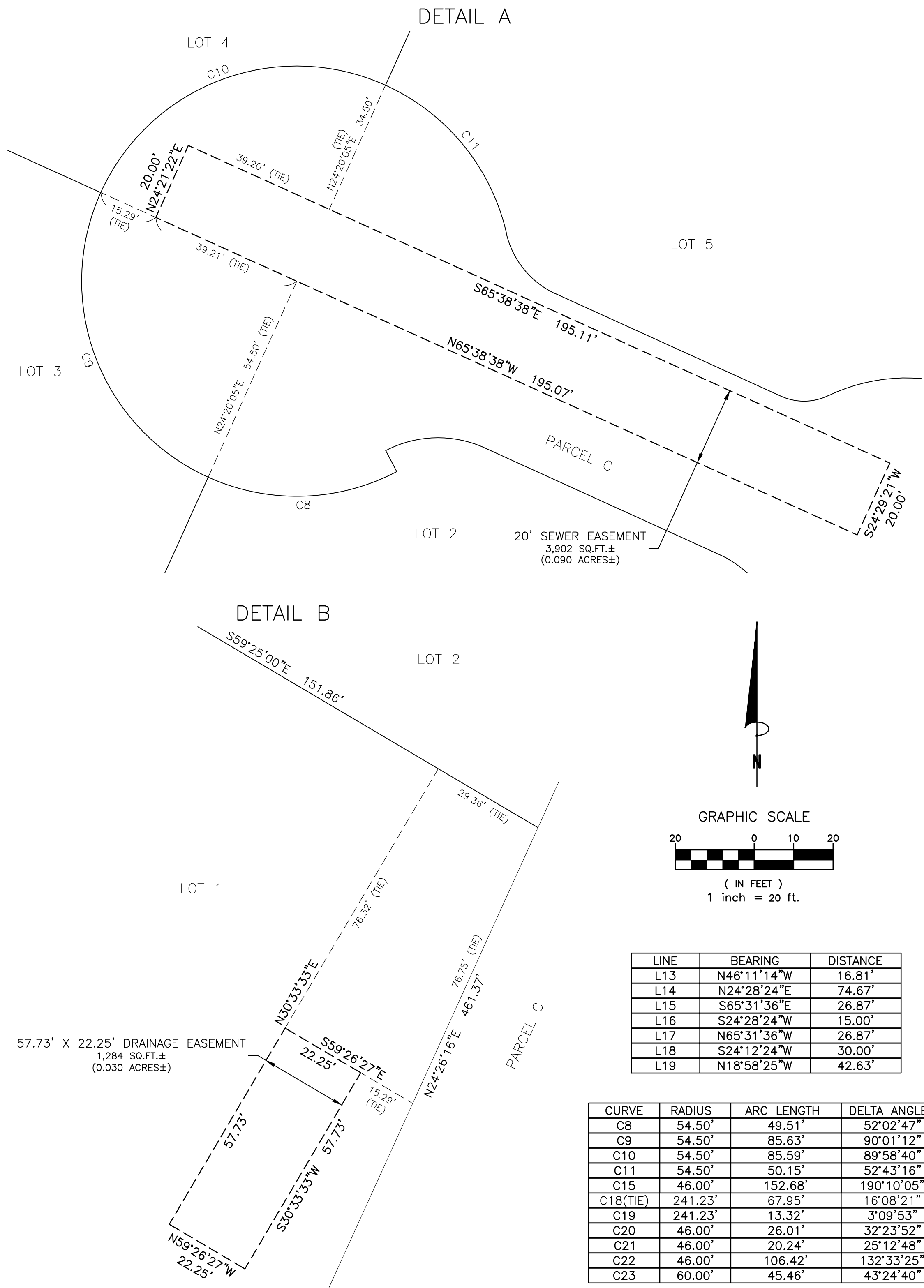
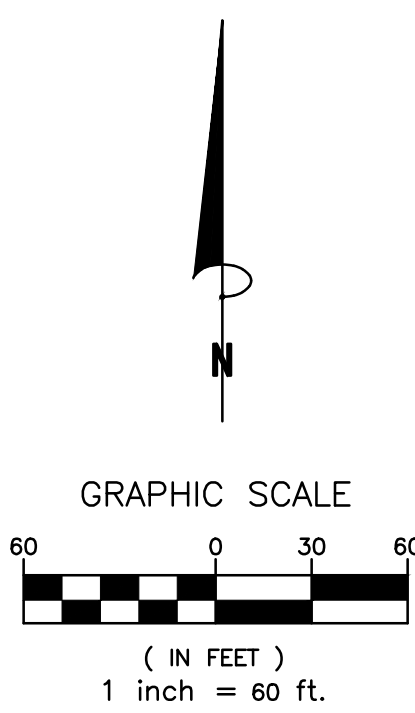
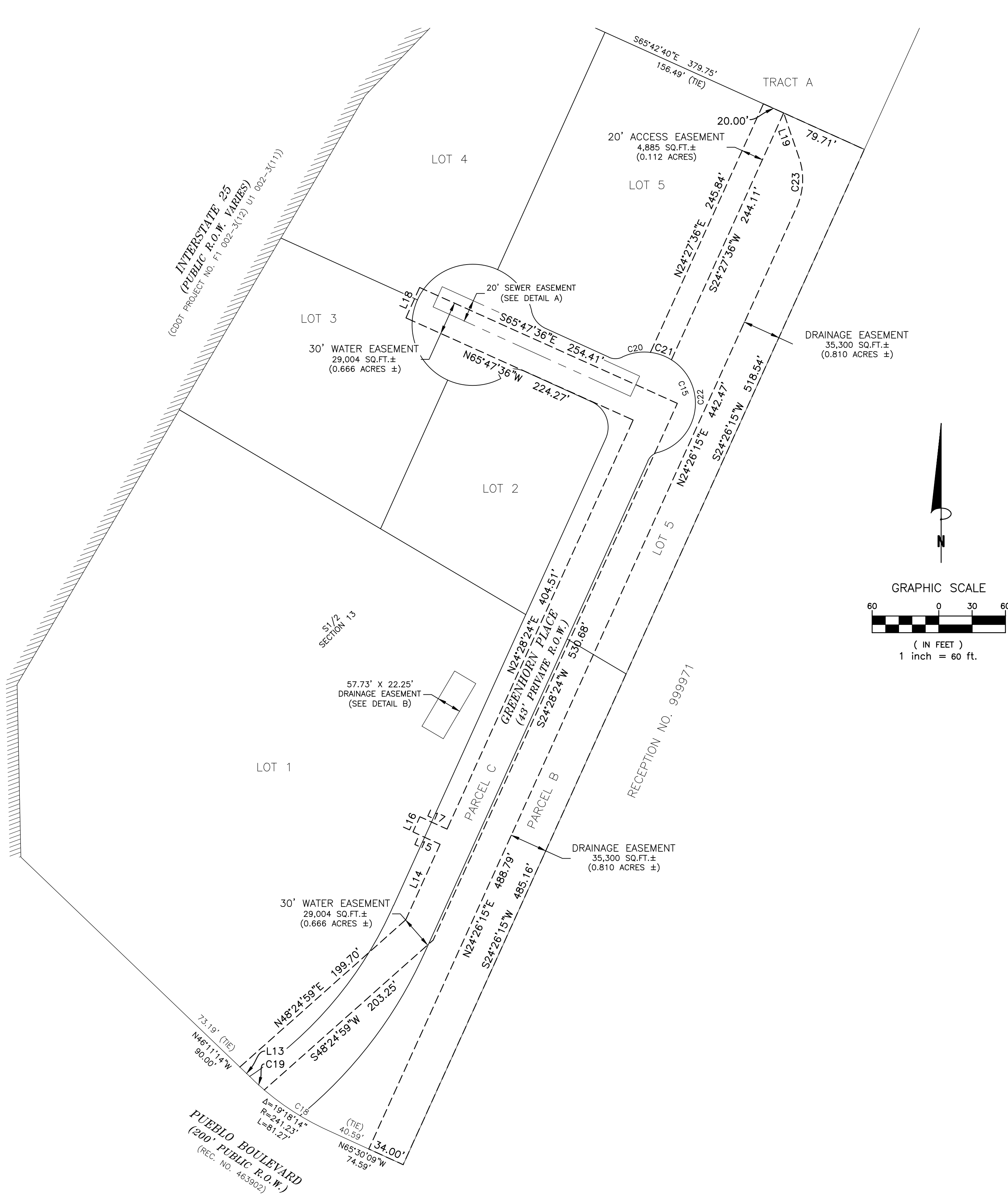


Revisions		Description	By	Date
No.				

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.

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13, T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Project No.	220001	Drawn By: DMC	Date: 2/17/2022
		Checked By: SJM	Sheet 3 of 3



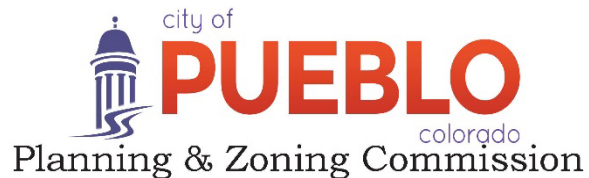
LINE	BEARING	DISTANCE
L13	N46°11'14"W	16.81'
L14	N24°28'24"E	74.67'
L15	S65°31'36"E	26.87'
L16	S24°28'24"W	15.00'
L17	N65°31'36"W	26.87'
L18	S24°12'24"W	30.00'
L19	N18°58'25"W	42.63'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C8	54.50'	49.51'	52°02'47"
C9	54.50'	85.63'	90°01'12"
C10	54.50'	85.59'	89°58'40"
C11	54.50'	50.15'	52°43'16"
C15	46.00'	152.68'	190°10'05"
C18(TIE)	241.23'	67.95'	16°08'21"
C19	241.23'	13.32'	3°09'53"
C20	46.00'	26.01'	32°23'52"
C21	46.00'	20.24'	25°12'48"
C22	46.00'	106.42'	132°33'25"
C23	60.00'	45.46'	43°24'40"

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, 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 3:32 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.

REGULAR AGENDA:

Public Hearing:

•

6. SAP-22-02 Special Area Plan: Steel City Industrial Park Subdivision, a Special Area Plan, to allow unique development of the 14.68 acres, generally located east of Interstate 25 and north of W. Pueblo Blvd. A full legal description is on file at the office of Planning and Community Development. Staff report by Beritt Odom, Principal Planner

Public Hearing: Applicant, Rick Magness, testified in support of the application.

Commission Action: Bailey moved to approve the subdivision with staff conditions. Second by Avalos.

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: S-22-08 Steel City Industrial Park Subdivision, A Special Area Plan
SAP-22-02 Steel City Industrial Park Subdivision, A Special Area Plan

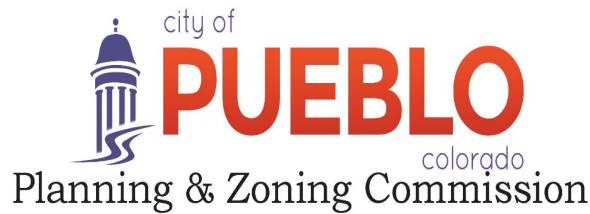
DATE: February 10, 2023

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

SAP-22-02

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: Steel City Industrial Park Subdivision, A Special Area Plan

Applicant: Rick Magness, AWA Engineering

Property Owner: Dee R. Hansen, DRH Properties

Location: Parcels, 1513300068 and 1513300067, generally located east of I-25 and north of N. Pueblo Blvd.

Existing Zone: Heavy Industrial (I-3) Zone District

Concurrent Request(s): S-22-08, Steel City Industrial Park, Subdivision, A Special Area Plan

REQUEST:

The applicant is requesting to subdivide 14.68 acres into five industrial lots and three parcels for a private roadway and utilities. The proposed Steel City Industrial Park Subdivision, A Special Area Plan proposes to allow unique development of a private roadway providing ingress/egress to the lots within the subdivision.

ANALYSIS:

The Steel City Industrial Park, Subdivision, A Special Area Plan, is a proposed 14.68-acre commercial/industrial development located east of I-25 and north of the eastern terminus of W. Pueblo Blvd. Lot 1 is intended to be developed with a national chain convenience store; the remaining four lots are reserved for future industrial development. A parcel will serve as a private roadway to provide access to Lots 2-5. A Special Area Plan is required because Lots 2-5 will have frontage and gain access from a private drive, Greenhorn Place.

CHARACTER AND COMPATIBILITY:

Site Character:

The subject property is unimproved with native grasses.

Neighborhood Compatibility:

North	S-1, Government Use District, I-25
East	Pueblo County I-3, EVRAZ Rocky Mountain Steel
South	I-3, Heavy Industrial, Garage Door Supplier
West	S-1, Government Use District, I-25

ABILITY TO COMPLY WITH PROPOSED ZONE DISTRICT:

All lots meet the minimum lot width and area requirements for the I-3 Zone District

OBJECTIVES AND REQUIREMENTS OF SPECIAL AREA PLANS:

1. If residential, the overall net density of the area so planned, exclusive of the street rights-of-way, shall not be greater than if each individual parcel were built with a lot size conforming to the requirements of the zone district.

- Not applicable

2. The plan shall provide for the use and continuous maintenance of any remaining open space as well as only land common to all properties or controlled by a corporation or homeowners' association composed of all present and future owners of all property within the proposed development and provision is made for the recording of such with each deed. Any land dedicated to public use and formally accepted by City Council need not be maintained by such corporation or homeowners' association.

- Affirmative finding once the maintenance statement condition is met. The Special Area Plan must include a maintenance statement for Parcels A and B, similar to the private street statement.

3. The plan may provide for exceptions to minimum setback and lot width and depth requirements for each building if such can reasonably be made so that the public health, safety, and general welfare will be protected.

- Not applicable, the proposed SAP does not reduce minimum setbacks, lot width and depth requirements.

4. The plan shall provide that all setbacks on the periphery of the area shall not be less than those required for the zone district in which the building complex is located provided, however, that front setback requirements on interior street or service drives may be changed.

- Not applicable, all setbacks are determined by the I-3 Zone District.

5. The plan shall be in accordance with the Pueblo Comprehensive Plan and shall provide appropriate conditions and safeguards in harmony with the general purpose and intent of this Title.

- Affirmative, the project site is designated by the Comprehensive Plan as Light Industry that includes uses such as research and development, manufacturing/processing, maintenance/repair services, warehousing, and distribution. Supporting land uses include limited retail, restaurants, other support services. The proposed commercial/industrial subdivision and future development is consistent with the Light Industry land use category.
6. The plan shall provide the property with adequate access to transportation; water supply, waste disposal, fire and police protection, and other needed public facilities and services in accordance with the approved subdivision plat.
- Affirmative, the private drive, Greenhorn Place, will provide adequate access from W. Pueblo Blvd. to Lots 1-5. Parcel B will provide utility access to the entire development site.
7. The street plan shall be in conformity with the most recently adopted major street plan known as the Pueblo Area Transportation System Plan. The street plan, including interior circulation for the special area plan, shall be designed so that no undue traffic congestion or unnecessary traffic hazards will be created in the special area plan or in any adjoining neighborhood.
- Not applicable, Steel City Industrial Park does not include future extensions of any arterial or collector roadways identified in the Pueblo Area Transportation System Plan.
8. The plan shall provide traffic access ways, interior circulation ways and parking and loading spaces as required for the zone district in which the land is located.
- Affirmative, each lot must develop parking based on the municipal code requirements for the proposed use at the time of development.
9. The plan shall be designed so that there will not be a substantially adverse effect upon the character of the neighborhood or upon adjacent property or property values in the area.
- Affirmative, the proposed Steel City Industrial Park Subdivision, A Special Area Plan is not anticipated to have an adverse effect on the EVRAZ Steel Mill or Minnequa Industrial Park.
10. The plan shall incorporate adequate safeguards, including but not limited to screening, fences, and landscaping to protect and maintain harmony with the surrounding area.
- Affirmative, this site is in a High Visibility Industrial site; therefore, landscaping will be required with all new development.
11. The plan shall provide the development sequence of the land within the plan if development is to be done in phases. Subdivision plats shall be submitted for the land proposed to be developed in the same development.
- Not applicable, the entire site is being subdivided at one time, no phasing is proposed. It is anticipated that the convenience store will be developed once the subdivision is approved.

12. The plan shall provide the location and dimensions of all existing and proposed buildings, structures, rights-of-way, easements, and improvements.

- Not applicable, the project site is currently undeveloped.

RECOMMENDED ACTION:

Staff recommends the Planning and Zoning Commission forward a recommendation to City Council that the requested Special Area Plan be approved with the following condition. The condition must be addressed prior to City Council review and approval:

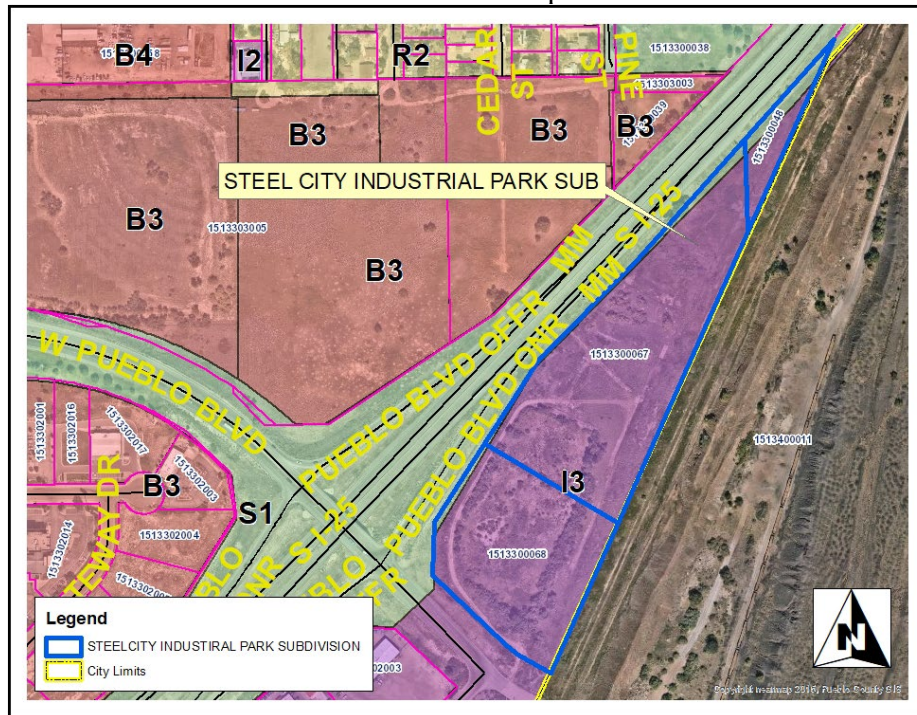
- Condition of Approval: Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat according to the redline comments from Joe Martellaro, Associate Engineer, Melanie Turner, Traffic Engineer, and Beritt Odom, Principal Planner, "SAP 2022-11-15 Planning DOT."

ATTACHMENTS:

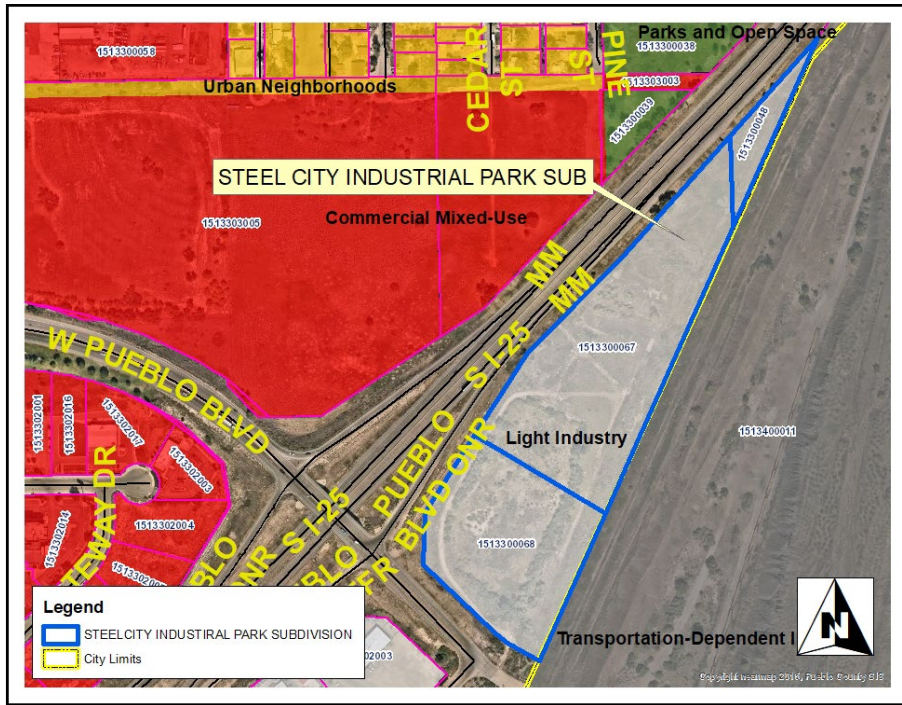
- A. Aerial Map
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Application
- F. Subdivision and Special Area Plan
- G. SRC Memo, December 7, 2022



A. Aerial Map



B. Zoning Map



C. Comprehensive Plan Map



C. Public Notice and Site Photograph taken from W. Pueblo Blvd.



C. Site looking northwest from W. Public Blvd.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

The above owners has caused said tract of land to be surveyed and plotted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private ingress-egress, public utilities, drainage, sidewalks, and parking 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 "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown heron shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

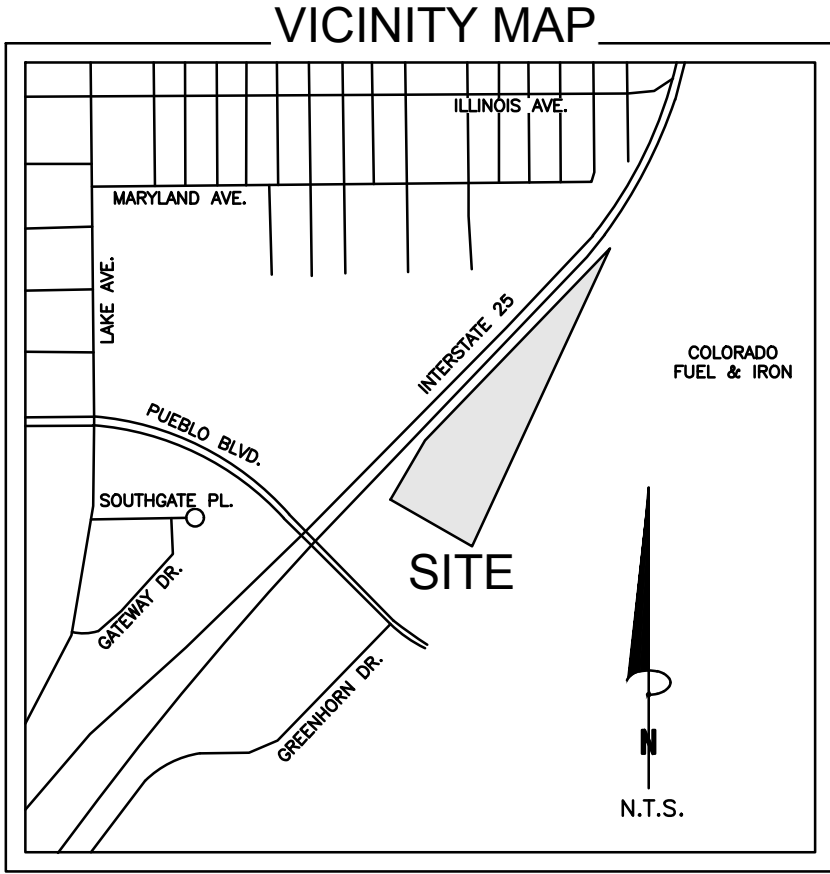
A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.

No vehicular access is allowed along Interstate 25.

In witness whereof the following has set his hand:



IN WITNESS WHEREOF:

The aforementioned, DRH Properties, LLC, a Utah limited liability company, has executed this instrument this _____ day of _____,

By: _____

Name: _____

Title: _____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____, as _____, of DRH Properties, LLC, a Utah limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, Southgate Properties, LLC, a Colorado limited liability company, has executed this instrument this _____ day of _____,

By: _____

Name: _____

Title: _____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____, as _____, of Southgate Properties, LLC, a Colorado limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

NOTES:

1. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
2. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
3. This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
4. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
5. The lineal units used in this drawing are U.S. Survey Feet.
6. Number of parcels in this subdivision: 2 Parcels and 5 Lots
7. Property is subject to existing leases and tenancies not shown by the public records, if any.
8. Field work for this survey was completed on May 17, 2021.
9. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
10. Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
11. Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
12. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
13. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
14. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
15. Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
16. Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and 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 _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS

I hereby certify that this instrument was filed for record in my office at _____ o'clock ____M.,

this _____ day of _____, _____, A.D., and is duly recorded under

Reception No. _____ of the records of Pueblo, Colorado.

SURCHARGE: _____ RECORDER

FEE: _____ By: _____ Deputy



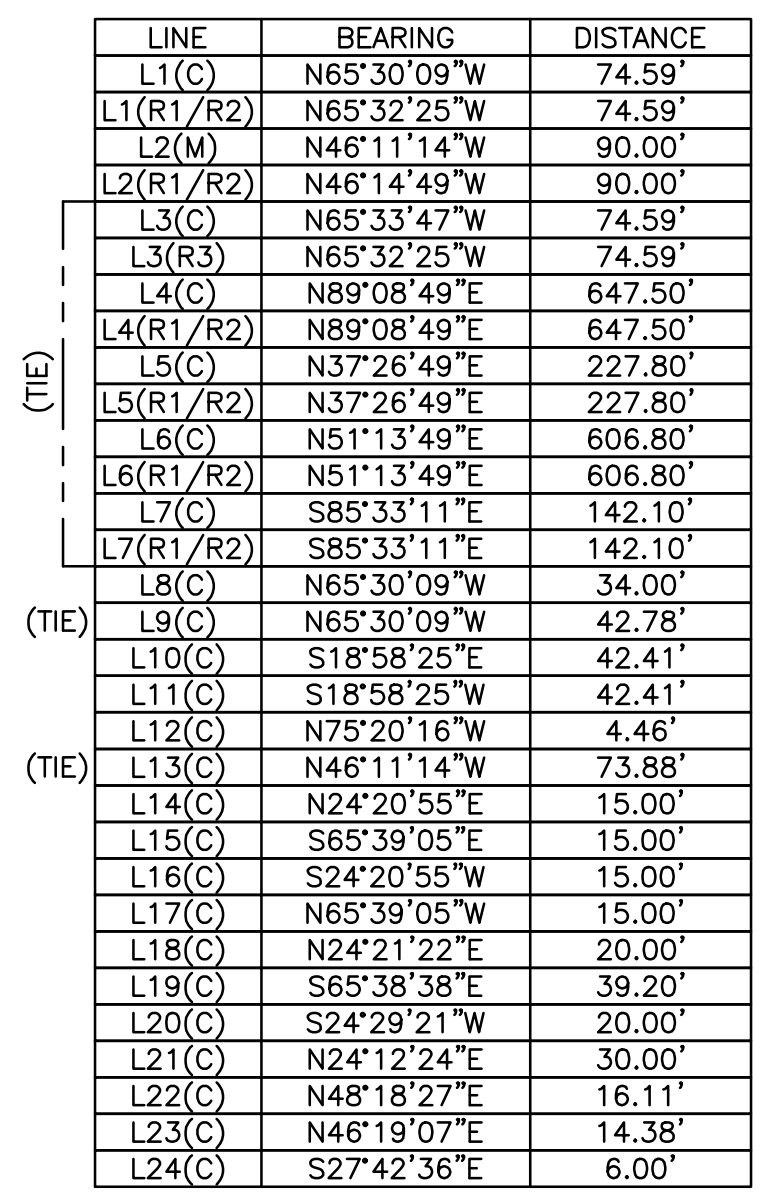
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.682.1270
www.clarks.com

No.	Description	By	Date

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 commence more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.	Drawn By: DW	Date: 2/17/2022
	Checked By: SJM	Sheet 1 of 2
Project No. 220001		

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL BEARING
C1(M)	241.23'	81.27'	19°18'14"	N24°23'44"E
C1(R1/R2)	241.23'	81.23'	19°17'36"	----
C2(C/TIE)	441.23'	98.47'	12°47'12"	N37°13'25"E
C2(R3/TIE)	441.23'	98.47'	12°47'12"	N37°13'25"E
C3(C)	611.17'	44.92'	42°04'35"	N2°16'19"E
C4(C/TIE)	241.23'	22.34'	5°18'20"	N24°23'44"E
C5(C)	241.23'	58.94'	13°59'55"	N29°42'03"E
C6(C)	355.67'	204.08'	32°52'34"	N40°03'52"E
C7(C)	25.00'	39.27'	90°00'01"	N20°33'45"W
C8(C)	28.50'	25.94'	52°08'50"	S88°21'50"W
C9(C)	54.50'	49.51'	52°02'47"	N88°18'44"E
C10(C)	54.50'	85.63'	90°01'12"	N20°39'17"E
C11(C)	54.50'	85.59'	89°58'40"	S69°20'44"E
C12(C)	54.50'	50.15'	52°43'16"	N39°18'18"W
C13(C)	22.50'	4.98'	12°41'06"	S39°15'15"E
C14(C)	14.00'	12.24'	50°05'03"	N89°23'44"E
C15(C)	46.00'	152.68'	190°10'05"	N20°33'45"W
C16(C)	51.50'	45.58'	50°42'42"	N66°11'25"W
C17(C)	14.00'	12.24'	50°05'02"	S49°28'47"W
C18(C/TIE)	51.50'	30.87'	34°20'31"	S25°38'48"E
C18(C)	51.50'	20.19'	22°27'51"	S08°41'43"W
C20(C/TIE)	51.50'	74.29'	82°39'01"	S31°09'34"W
C19(C)	408.50'	184.73'	25°54'36"	N65°33'44"W
C21(C)	403.00'	184.24'	26°11'39"	N37°32'05"E
C22(C)	225.01'	13.24'	3°22'19"	S47°52'23"E

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13, T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

No.	Description	By	Date

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Project No.	2200001
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Page 459 of 599

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: S-22-08 and SAP-22-02 Steel City Industrial Park, A Special Area Plan

S-22-08 Steel City Industrial Park, A Special Area Plan: 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, December 7, 2022.
Plat Deficiencies:	Multiple deficiencies related to plat statements, declaration of covenants, and stormwater. All deficiencies are conditioned below.
Conditions of Approval (all conditions must be addressed prior to City Council review):	Stormwater Conditions: • Provide all amendments requested in the Stormwater Utility Memo from Noah Stamm, Associate Engineer II-SW, November 21, 2022. Wastewater Conditions: • Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat and Supplemental Map according to redline comments from Sonia Mondragon, "220001-SAP 2022-11-15-WW SM 3rd Submittal and 220001-SUP 2022-11-15 WW SM 3rd Submittal." Planning, Public Works, and DOT Conditions: • Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat according to the redline comments from Joe Martellaro, Associate Engineer, Melanie Turner, Traffic Engineer and Beritt Odom, Principal Planner, "SAP 2022-11-15 PlanningDOT." Pueblo Board of Water Works: • Amend the Steel City Industrial Park Subdivision, A Special Area Plan plat according to the redline comments from Steve Anselmo, "SAP_221115_BOWW."

SAP-22-02 Steel City Industrial Park a Special Area Plan: Staff recommends the Planning and Zoning Commission forward a recommendation that the requested Special Area Plan be Approved with the following conditions. All conditions must be addressed prior to City Council review and approval:

Conditions of Approval:	Planning, Public Works, and DOT Conditions: Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat according to the redline comments from Joe Martellaro, Associate Engineer, Melanie Turner, Traffic Engineer and Beritt Odom, Principal Planner, “SAP 2022-11-15 PlanningDOT.”
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Planning & Zoning Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Contact Info	Property Owner		Applicant			
	Name: Dee R Hansen		Name: Rick Magness			
	Company DRH Properties		Company: AWA Engineering			
	Address: 2265 E Murray Holladay Rd.	Zip: 84117	Address: 2010 Redwood Rd, Salt Lake City	Zip: 84116		
	Phone: () (801) 540-2002		Phone: () (702) 370-6962			
	Email: dh@drhco.com		Email: rickm@awaeng.com			
	Engineer		Surveyor			
	Name: SAME AS APPLICANT		Name: SAME AS APPLICANT			
	Company:		Company:			
	Address:	Zip:	Address:	Zip:		
Property Info	Phone: ()		Phone: ()			
	Email:		Email:			
	<i>The applicant will be the primary contact unless otherwise noted.</i>					
	Project Location: 1001 West Pueblo Blvd (address or general description)					
	Parcel No(s): 15-13-30-0068					
Project Scope	Existing Zone: I-3		Proposed Zone (if applicable):			
	PUD Name (if applicable):					
	Project Name: Maverik Convenience Store					
	☐ 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: <u>2</u> Total acres: <u>5.44</u> ☐ Text Amendment ☐ Vacation: ☐ Street ☐ Alley ☐ Easement ☐ Other: _____ ☐ Other: _____					

(Continue Next Page)

(Continued from previous page)

Project Information	Provide a brief description of the proposed request: Divide existing parcel into two parcels. New construction of a convenience store with fuel sales		
	What is the total acreage included in the project?		
	What is the proposed use of the property? ☒ Commercial ☐ Multi-family ☐ Residential ☐ Industrial ☐ Other		
	Are there any other pending or recently approved Land Use applications regarding this property? ☒ Yes ☐ No		
	If yes, please list: Commercial Site Plan Review		
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:	DRH Properties (Dee Hansen)	
	Signature:	<i>Dee Hansen</i>	Date: 5/27/22
	Applicant, if different from Property Owner		
	Print Name:	AWA Engineering (Rick Magness)	
	Signature:	<i>Rick Magness</i>	Date: 5/27/22

Office Use Only	Zoning Compliance (Completed by City Staff)		
	Application checked for completeness by:	Date:	Fee Paid:

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

Planning, Public Works and
DOT Conditions, Beritt Odom,
Joe Martellaro, and Melanie
Turner

Department of Transportation's comments are purple

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

~~The above owners has caused said tract of land to be surveyed and platted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.~~

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private public ingress-egress, public utilities, drainage, sidewalks, and parking 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 "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

~~Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.~~

No vehicular access is allowed along Interstate 25.

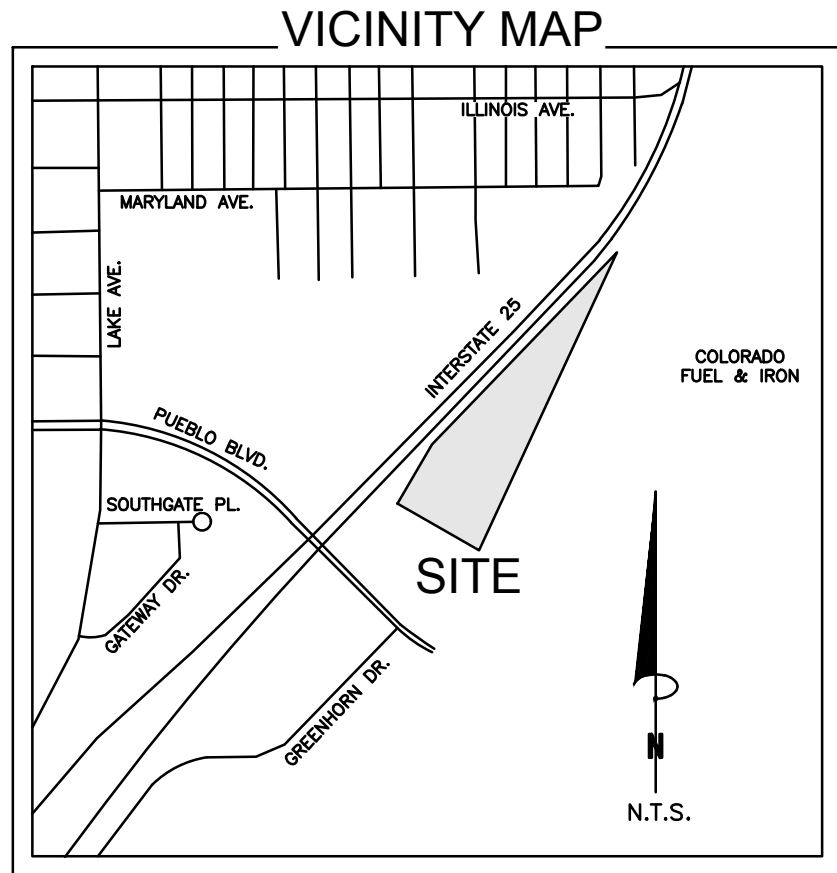
In witness whereof the following has set his hand:

Provide a Declaration of Covenants:

All of the property shown on this plat shall be subject to the terms and conditions defined in the Declarations of Covenants dated _____, and recorded in the office of the Clerk and Recorder of Pueblo, County, Colorado.

Provide a statement acknowledging access restrictions.

Name the parcel (such as "Parcel A") that serves as the private road. Add an ingress/egress or access easement over its entirety, and provide a dedication statement for that easement.



NOTES:

1. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
2. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and of the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
3. This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
4. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
5. The lineal units used in this drawing are U.S. Survey Feet.
6. Number of parcels in this subdivision: 2 Parcels and 5 Lots
7. Property is subject to existing leases and tenancies not shown by the public records, if any.
8. Field work for this survey was completed on May 17, 2021.
9. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
10. Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
11. Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
12. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
13. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
14. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
15. Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
16. Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and 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 _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Moverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS
I hereby certify that this instrument was filed for record in my office at ____ o'clock ____ M.,
this ____ day of _____, A.D., and is duly recorded under
Reception No. _____ of the records of Pueblo, Colorado.
SURCHARGE: _____ RECORDER
FEE: _____ By: _____ Deputy

Clark
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.682.1270
www.clarks.com

No.	Description	Revisions	
		By	Date

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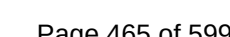
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A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.		
Project No.	220001	Drawn By: DWC Checked By: SJM
		Date: 2/17/2022 Sheet of 2

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

Clark-
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177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
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Project 220001	Drawn By: DWC	Date: 2/17/2022
	Checked By: SLM	Sheet 2 of 2



December 29, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Rick Magness, AWA Engineering** for the approval of the following application(s) generally located east of I-25 and north of W. Pueblo Blvd.

S-22-08 Subdivision: Steel City Industrial Park Subdivision, A Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress.

SAP-22-08 Special Area Plan: Steel City Industrial Park, A Special Area Plan to allow unique development of 14.68 acres.

The Planning and Zoning Commission meeting will be held on September 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 **Beritt Odom**, Principal Planner
(719) 553-2339

December 29, 2022

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December 29, 2022

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER: SAP-22-02

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Steel City Industrial Park of the property 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 17-4-29.

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 special area plan of Steel City Industrial Park, 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

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
SOUTHGATE PROPERTIES LLC	PO BOX 638	RYE	CO	81069-0638
DRH PROPERTIES LLC	2265 E MURRAY HOLLADAY RD	SALT LAKE	UT	84117-5379



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: February 27, 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 STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

SUMMARY:

The applicant is requesting to subdivide 14.68-acres into five industrial lots and three parcels for a private roadway and utilities. The proposed Steel City Industrial Park Subdivision, A Special Area Plan, proposes to allow unique development of a private roadway providing ingress/egress to the lots within the subdivision.

PREVIOUS COUNCIL ACTION:

An application to approve SAP-22-02, Steel City Industrial Park Subdivision, A Special Area Plan has been concurrently submitted in conjunction with this request.

BACKGROUND:

The subject property is located east of Interstate 25, north of West Pueblo Boulevard, and west of EVRAZ Rocky Mountain Steel property and previously served as a regional retention pond for the Minnequa Industrial Park Subdivisions. The proposed Subdivision divides the 14.68 acres into five lots and three parcels. Lot 1 is intended to be developed with a national chain convenience store; the remaining four lots are reserved for future industrial development. A parcel will serve as a private roadway to provide access to Lots 2-5. Parcel A is a triangular parcel located in the northern portion of the subdivision and will serve as a drainage parcel with an infiltration facility. Another parcel will serve as the private road, Greenhorn Place, which will intersect with West Pueblo Boulevard and extend north, providing access to Lots 1-5. Parcel B is located along the eastern boundary of the subdivision and contains an electric easement, drainage easement, retention pond easement and access easement to Parcel A. Parcel A is identified as a "drainage parcel" on the subdivision plat and will include a stormwater infiltration facility. Previously, the site was a regional retention pond for the Minnequa Industrial Park Subdivisions and was sized for 1 million cubic feet. Many of the lots within the Minnequa Industrial Park Subdivisions provided their own detention facilities at the time of development. The new infiltration facility in parcel

A is sized for a portion of Minnequa Industrial Park and the proposed Steel City Industrial Park Subdivision.

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.

ALTERNATIVES:

If City Council does not approve this Ordinance both the subdivision and special area plan will not be recorded which will impede the applicant's ability to develop the property.

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

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. S-22-08 Combined Attachments

ORDINANCE NO. 10412

AN ORDINANCE APPROVING THE STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

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

SECTION 1.

The final plat of the Steel City Industrial Park Subdivision, A Special Area Plan, being a subdivision of land legally described as:

A parcel of land being a portion of the South ½ of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of th said Section 13, a distance of 647.50 feet to the Easterly right of way line of interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

1. North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
2. North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
3. North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
4. North 43 degrees 48 minutes 53 seconds East a distance of 1295.63 feet;
5. South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
6. North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
7. Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
8. North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.681 acres, more or less.

attached hereto, is hereby approved. All dedicated streets, utility and drainage easements, rights-of-way and land set aside for public sites, parks and open spaces shown and dedicated on said plat are hereby accepted for public use

SECTION 2.

The acceptance of such dedicated streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces by the City does not obligate the City to maintain or repair same until such streets, rights-of-way, utility and drainage easements, public sites, parks and open spaces have been constructed and installed in compliance and in accordance with the requirements and provisions of Chapter 4, Title XII of the Pueblo Municipal Code, as amended and any agreement entered into pursuant thereto.

SECTION 3.

Neither the adoption of this Ordinance nor the requirements imposed hereby shall create any duty or obligation of any person, firm, corporation or other entity with regard to the enforcement or nonenforcement of this Ordinance or the City's Subdivision Ordinances and regulations. No person, firm, corporation or other entity shall have any private right of action, claim or demand against the City or its officers, employees or agents, for any injury, damage or liability arising out of or in any way connected with the adoption, enforcement, or nonenforcement of this Ordinance or the Subdivision Ordinance and Regulations of the City, or the engineering, surveying, drainage improvement or other work or improvements required thereby. Nothing in this Ordinance or in the City's subdivision Ordinances and regulations shall create or be construed to create any claim, demand or liability against the City or its officers, employees or agents, or to waive any of the immunities, limitations on liability, or other provisions of the Colorado Governmental Immunity Act, Section 24-10-101, et seq. Colorado Revised Statutes, or to waive any immunities or limitations on liability otherwise available to the City or its officers, employees or agents.

SECTION 4.

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

SECTION 5.

This Ordinance shall be approved upon final passage but shall not become effective until: (a) all information, documents, drawings, profiles, and plat required by Chapter 4 of Title XII of the Pueblo Municipal Code meeting and complying with the subdivision requirements of the City with such modifications, if any, approved by City Council, have been filed with and approved by the Director of Public Works, and (b) the final subdivision plat is recorded in the office of the Pueblo County Clerk and Recorder. If any such filings and approvals have been deferred pursuant to Section 12-4-5(b)(2) of the Pueblo Municipal Code and are not for any reason filed and approved within one (1) year after final passage of this Ordinance, or within any extended period granted by Resolution of the City Council, this Ordinance shall automatically be rescinded and repealed thirty (30) days after written notice of such rescission and repeal is given to the Subdivider. No vested rights shall accrue to the subdivision or be acquired until this Ordinance becomes effective.

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 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

Lyssa
City Clerk

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That LHM Pueblo, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25)
Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
4) North 43 degrees 48 minutes 53 seconds East a distance of 1295.63 feet;
5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14,681 acres, more or less.

Has caused the foregoing described property to be surveyed, platted, and subdivided into parcels, and has shown hereon certain easements for public ingress-egress, public utilities, drainage, sidewalks, and parking 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 "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Tract A & B, as shown hereon, shall hereby be dedicated per this plat and maintained by Greenhorn Place HOA, with the intended use of drainage and utilities.

Tract C, as shown hereon, shall hereby be dedicated per this plat and maintained by Greenhorn Place HOA, with the intended use of ingress/egress, drainage, and utilities.

All public utility easements, and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

Streets, curbs & gutters, and sidewalks located within ingress/egress or access easements shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise hereon, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% form the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcels A, B, Lot 1, and Lot 5, as shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

All of the property shown on this plat shall be subject to the terms and conditions defined in the Declarations of Covenants dated _____ and recorded in the office of the Clerk and Recorder of Pueblo, County, Colorado.

No access shall be permitted along the Interstate 25 right-of-way.

In witness whereof the following has set his hand:

IN WITNESS WHEREOF:

The aforementioned, LHM Pueblo, a Utah limited liability company, has executed this instrument this _____ day of _____, _____.

By:_____

Name:_____

Title:_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____,

as _____, of LHM Pueblo, LLC, a Utah limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, Southgate Properties, LLC, a Colorado limited liability company, has executed this instrument this _____ day of _____, _____.

By:_____

Name:_____

Title:_____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

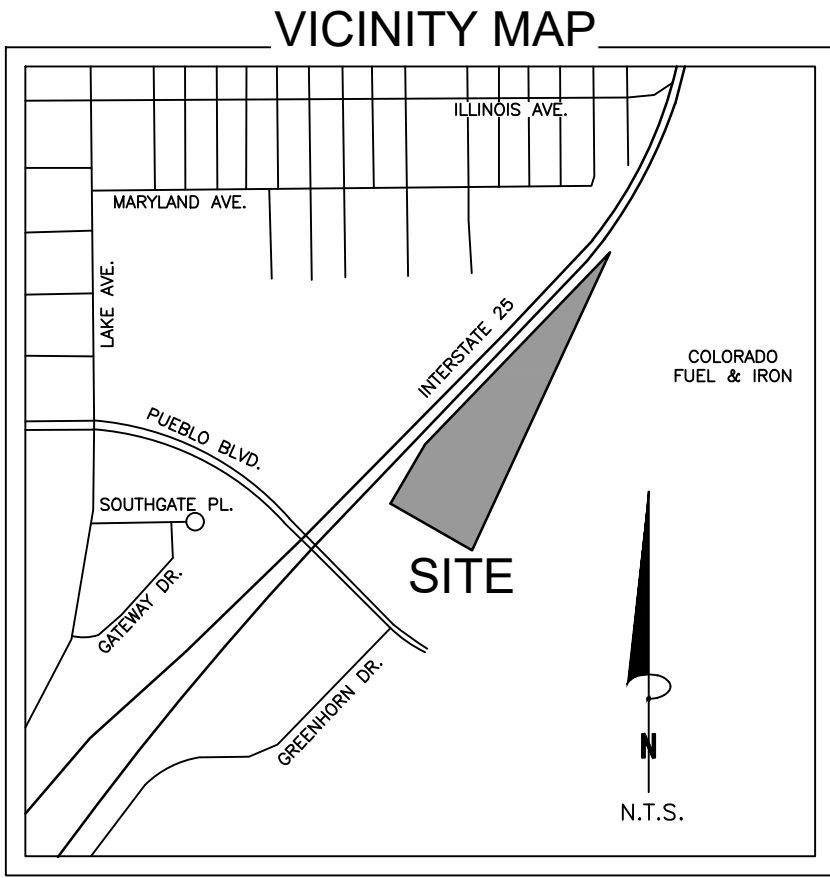
The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____,

as _____, of Southgate Properties, LLC, a Colorado limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____



NOTES:

- This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership or easements of record. For all information regarding easements, rights-of-way and title of record, Clark Land Surveying, Inc. relied upon a Title Insurance Policy, prepared by First American Title Insurance Company, Commitment No. NCS-1040355-SLC1, effective date November 21, 2022 at 5:00 P.M.
- Basia of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 999971 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
- This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041C0737G, effective date December 7, 2018.
- Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- The lineal units used in this drawing are U.S. Survey Feet.
- Number of parcels in this subdivision: 1 Parcel and 5 Lots
- Property is subject to existing leases and tenancies not shown by the public records, if any.
- Field work for this survey was completed on May 17, 2021.
- Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
- Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465.
NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
- Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
- Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
- Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and 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 _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS

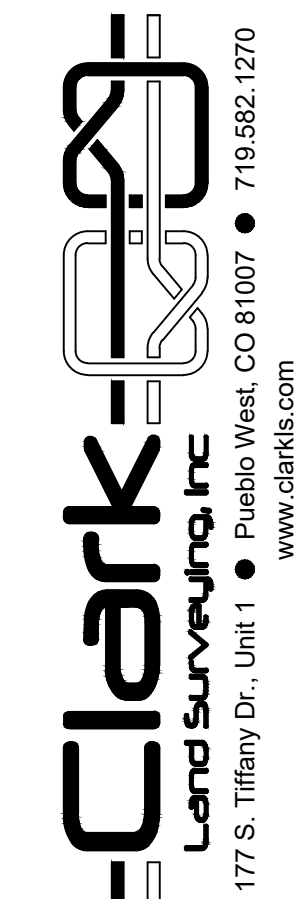
I hereby certify that this instrument was filed for record in my office at _____ o'clock ____M.,

this _____ day of _____, _____, A.D., and is duly recorded under

Reception No. _____ of the records of Pueblo, Colorado.

SURCHARGE: _____ RECORDER

FEE: _____ By: _____ Deputy



No.	Description	By	Date

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 commenced more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.	Project No.	220001	Drawn By: DWC	Checked By: SJM	Date: 2/17/2022	Sheet 1 of 3

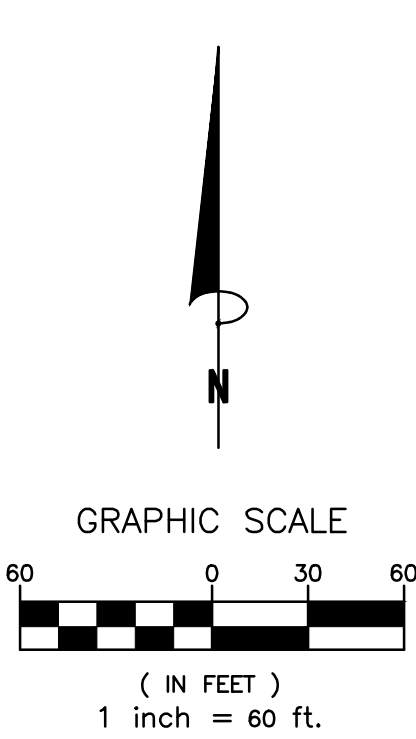
A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

-Clark-
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkls.com

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.

Year	Number of cases
2010	10
2011	15
2012	20
2013	25
2014	30
2015	35
2016	40
2017	45
2018	50
2019	55
2020	60
2021	65
2022	70
2023	75
2024	80
2025	85
2026	90
2027	95
2028	100
2029	105
2030	110
2031	115
2032	120
2033	125
2034	130
2035	135
2036	140
2037	145
2038	150
2039	155
2040	160
2041	165
2042	170
2043	175
2044	180
2045	185
2046	190
2047	195
2048	200
2049	205
2050	210
2051	215
2052	220
2053	225
2054	230
2055	235
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2057	245
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2060	260
2061	265
2062	270
2063	275
2064	280
2065	285
2066	290
2067	295
2068	300
2069	305
2070	310
2071	315
2072	320
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2074	330
2075	335
2076	340
2077	345
2078	350
2079	355
2080	360
2081	365
2082	370
2083	375
2084	380
2085	385
2086	390
2087	395
2088	400
2089	405
2090	410
2091	415
2092	420
2093	425
2094	430
2095	435
2096	440
2097	445
2098	450
2099	455
2100	460

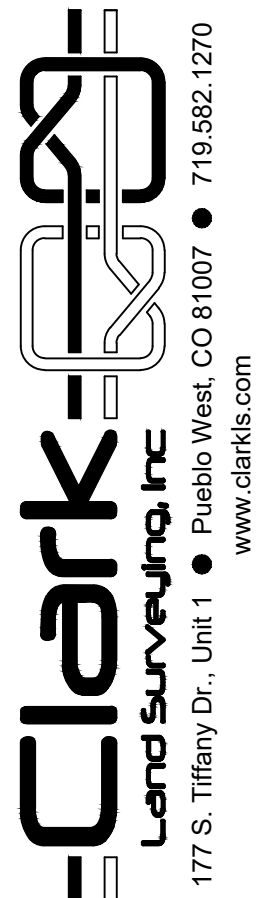
CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL BEARING
C1(M)	241.23'	81.27'	19°18'14"	N24°23'44"E
C1(R1/R2)	241.23'	81.23'	19°17'36"	----
C2(C)(Tie)	441.23'	98.47'	12°47'12"	N37°13'25"E
C2(R3)(Tie)	441.23'	98.47'	12°47'12"	N37°13'25"E
C3(Tie)	241.23'	28.19'	6°41'47"	----
C4	241.23'	53.08'	12°36'27"	----
C5	355.67'	204.08'	32°52'34"	----
C6	25.00'	39.27'	90°00'01"	----
C7	28.50'	25.94'	52°08'50"	----
C8	54.50'	49.51'	52°02'47"	----
C9	54.50'	85.63'	90°01'12"	----
C10	54.50'	85.59'	89°58'40"	----
C11	54.50'	50.15'	52°43'16"	----
C12	54.50'	270.87'	284°45'52"	----
C13	22.50'	20.66'	52°37'03"	----
C14	14.00'	12.24'	50°05'03"	----
C15	46.00'	152.68'	190°10'05"	----
C16	14.00'	12.24'	50°05'02"	----
C17	403.00'	184.24'	26°11'39"	----



CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL BEARING
C1(M)	241.23'	81.27'	19°18'14"	N24°23'44"E
C1(R1/R2)	241.23'	81.23'	19°17'36"	----
C2(C)(Tie)	441.23'	98.47'	12°47'12"	N37°13'25"E
C2(R3)(Tie)	441.23'	98.47'	12°47'12"	N37°13'25"E
C3(Tie)	241.23'	28.19'	6°41'47"	----
C4	241.23'	53.08'	12°36'27"	----
C5	355.67'	204.08'	32°52'34"	----
C6	25.00'	39.27'	90°00'01"	----
C7	28.50'	25.94'	52°08'50"	----
C8	54.50'	49.51'	52°02'47"	----
C9	54.50'	85.63'	90°01'12"	----
C10	54.50'	85.59'	89°58'40"	----
C11	54.50'	50.15'	52°43'16"	----
C12	54.50'	270.87'	284°45'52"	----
C13	22.50'	20.66'	52°37'03"	----
C14	14.00'	12.24'	50°05'03"	----
C15	46.00'	152.68'	190°10'05"	----
C16	14.00'	12.24'	50°05'02"	----
C17	403.00'	184.24'	26°11'39"	----

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

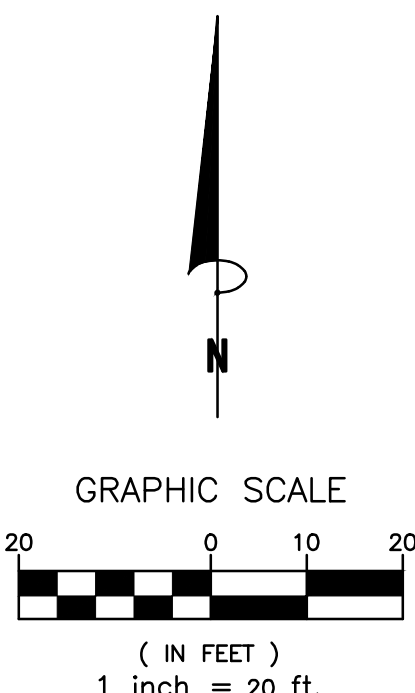
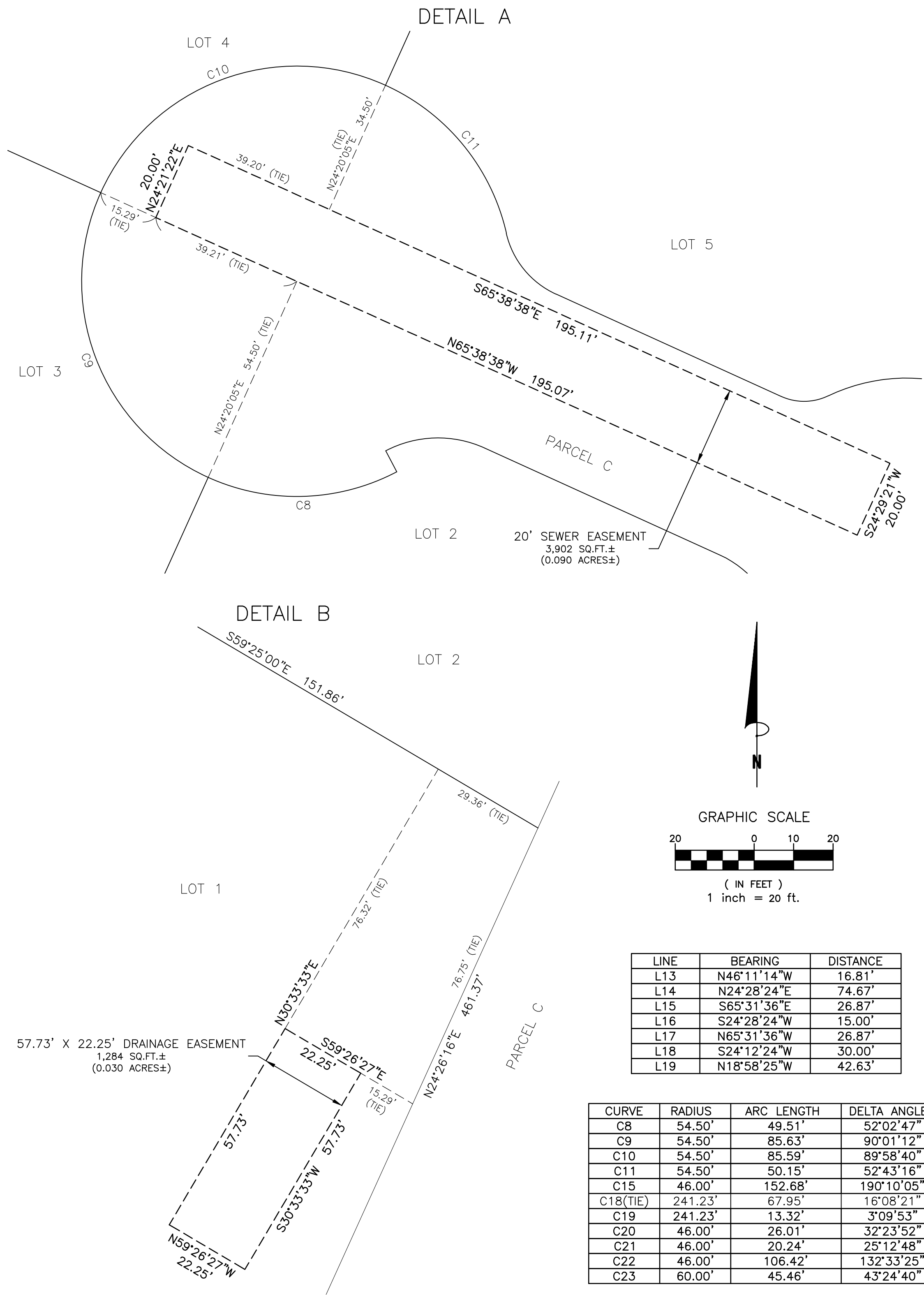
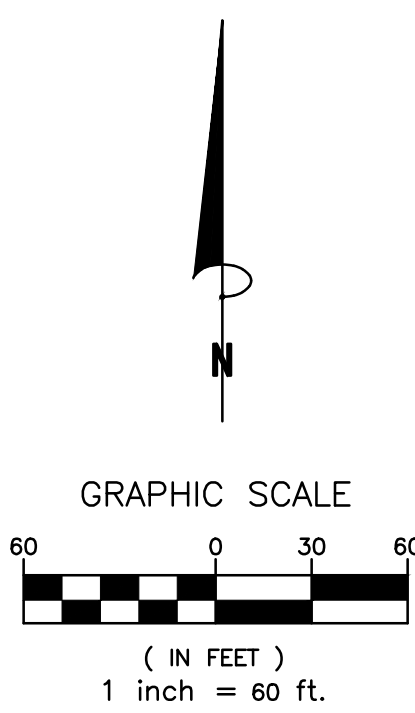
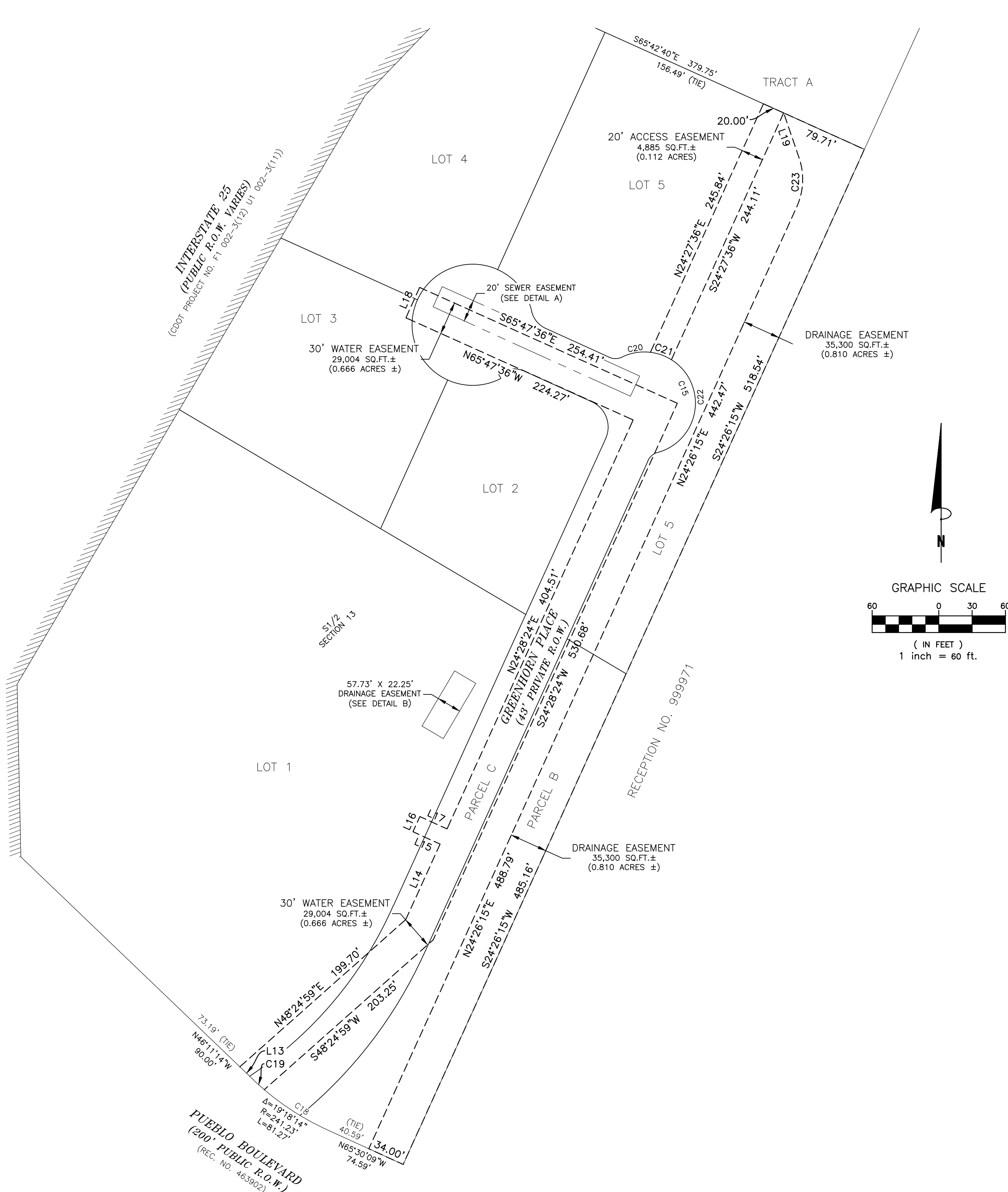


Revisions		No.	Description	By	Date

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.

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Project No.	220001	Drawn By: DMC	Date: 2/17/2022
		Checked By: SJM	Sheet 3 of 3



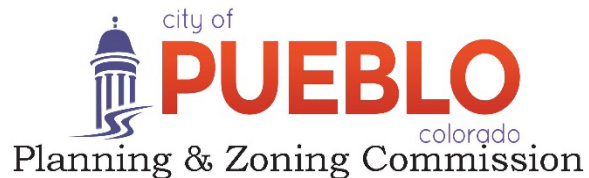
LINE	BEARING	DISTANCE
L13	N46°11'14"W	16.81'
L14	N24°28'24"E	74.67'
L15	S65°31'36"E	26.87'
L16	S24°28'24"W	15.00'
L17	N65°31'36"W	26.87'
L18	S24°12'24"W	30.00'
L19	N18°58'25"W	42.63'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE
C8	54.50'	49.51'	52°02'47"
C9	54.50'	85.63'	90°01'12"
C10	54.50'	85.59'	89°58'40"
C11	54.50'	50.15'	52°43'16"
C15	46.00'	152.68'	190°10'05"
C18(TIE)	241.23'	67.95'	16°08'21"
C19	241.23'	13.32'	3°09'53"
C20	46.00'	26.01'	32°23'52"
C21	46.00'	20.24'	25°12'48"
C22	46.00'	106.42'	132°33'25"
C23	60.00'	45.46'	43°24'40"

Mike Castellucci
Chair

Patrick Avalos
Vice Chair

Sarah Martinez
City Council Representative



Christopher Pasternak

Alexandra Aznar

Elizabeth Bailey

Cheryl Spinuzzi

MINUTES OF REGULAR MEETING

City of Pueblo, Colorado

Wednesday, 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 3:32 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.

REGULAR AGENDA:

Public Hearing:

5. S-22-08 Subdivision: Steel City Industrial Park Subdivision, a Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress. Generally located east of Interstate 25 and north of W. Pueblo Blvd. A full legal description is on file at the office of Planning and Community Development. Staff report by Beritt Odom, Principal Planner.

Public Hearing: Applicant, Rick Magness was sworn in by City Attorney Kogovsek and testified in support of the application.

- Mike Cuppy, Northstar Engineering and Surveying was still under oath and testified in support of the application.

Commission Action: Bailey moved to approve the subdivision with staff conditions. Second by Avalos.

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: S-22-08 Steel City Industrial Park Subdivision, A Special Area Plan
SAP-22-02 Steel City Industrial Park Subdivision, A Special Area Plan

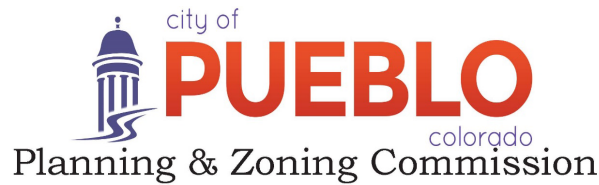
DATE: February 10, 2023

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-22-08

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: Steel City Industrial Park Subdivision, A Special Area Plan

APPLICANT: Rick Magness, AWA Engineering

PROPERTY OWNER: Dee R Hansen, DRH Properties

LOCATION: Parcels, 1513300068 and 1513300067; generally located east of Interstate-25 and north of N. Pueblo Blvd.

EXISTING ZONE: Heavy Industrial (I-3) Zone District

CONCURRENT REQUESTS: SAP-22-02, Steel City Industrial Park, Subdivision, A Special Area Plan

REQUEST:

The applicant is requesting to subdivide 14.68 acres into five industrial lots and three parcels for a private roadway and utilities. The proposed Steel City Industrial Park Subdivision, A Special Area Plan proposes to allow unique development of a private roadway providing ingress/egress to the lots within the subdivision.

BACKGROUND AND ANALYSIS:

The subject property is located east of Interstate 25, north of W. Pueblo Blvd., and west of EVRAZ Rocky Mountain Steel and previously served as a regional retention pond for the Minnequa Industrial Park Subdivisions. The proposed Subdivision divides the 14.68 acres into five lots and three parcels. Lot 1 is intended to be developed with a national chain convenience store; the remaining four lots are reserved for future industrial development. A parcel will serve as a private roadway to provide access to Lots 2-5. Parcel A is a triangular parcel located in the northern portion of the subdivision and will serve as a drainage parcel with an infiltration facility. Another parcel will serve as the private road, Greenhorn Place, which will intersect with W. Pueblo Blvd. and extend north providing access to Lots 1-5. Parcel B is located along the eastern boundary of the subdivision and contains an electric easement, drainage easement, retention pond easement and access easement to Parcel A. The subdivision plat is missing the dedication statements for the parcels; staff recommends conditions related to the dedication statements.

Parcel A is identified as a "drainage parcel" on the subdivision plat and will include a stormwater infiltration facility. Previously, the site was a regional retention pond for the Minnequa Industrial Park Subdivisions and was sized for 1 million cubic feet. Many of the lots within the Minnequa Industrial Park Subdivisions provided their own detention facilities at the time of development, therefore the new infiltration facility in parcel A is sized for a portion of Minnequa Industrial Park and the proposed Steel City Industrial Park Subdivision.

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, December 7, 2022.
Plat Deficiencies:	Multiple deficiencies related to plat statements, declaration of covenants, and stormwater. All deficiencies are conditioned below.
Conditions of Approval (all conditions must be addressed prior to City Council review):	Stormwater Conditions: - Provide all amendments requested in the Stormwater Utility Memo from Noah Stamm, Associate Engineer II-SW, November 21, 2022. Wastewater Conditions: - Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat and Supplemental Map according to redline comments from Sonia Mondragon, “220001-SAP 2022-11-15-WW SM 3rd Submittal and 220001-SUP 2022-11-15 WW SM 3rd Submittal.” Planning, Public Works, and DOT Conditions: - Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat according to the redline comments from Joe Martellaro, Associate Engineer, Melanie Turner, Traffic Engineer and Beritt Odom, Principal Planner, “SAP 2022-11-15 PlanningDOT.” Pueblo Board of Water Works: - Amend the Steel City Industrial Park Subdivision, A Special Area Plan plat according to the redline comments from Steve Anselmo, “SAP_221115_BOWW.”

PLANNING AND COMMUNITY DEVELOPMENT COMMENTS

CHARACTER AND COMPATIBILITY:

☐ **Site Character:**

The subject property is flat, unimproved land with native grasses.

☐ **Neighborhood Compatibility:**

North	S-1, Government Use District, I-25
East	Pueblo County, I-3, EVRAZ Rocky Mountain Steel
South	I-3, Heavy Industrial, Garage Door Supplier
West	S-1 Government Use District, I-25

☐ **Comprehensive Plan Compliance:**

The project site has been designated by the Comprehensive Plan as a Light Industry land use category that includes uses such as research and development, manufacturing/processing, maintenance/repair shops, warehousing, and distribution. Supporting land uses include limited retail, restaurants, other support services. The proposed commercial/industrial subdivision and future development is consistent with the Light Industry land use category.

ABILITY TO COMPLY WITH THE ZONE DISTRICT REGULATIONS:

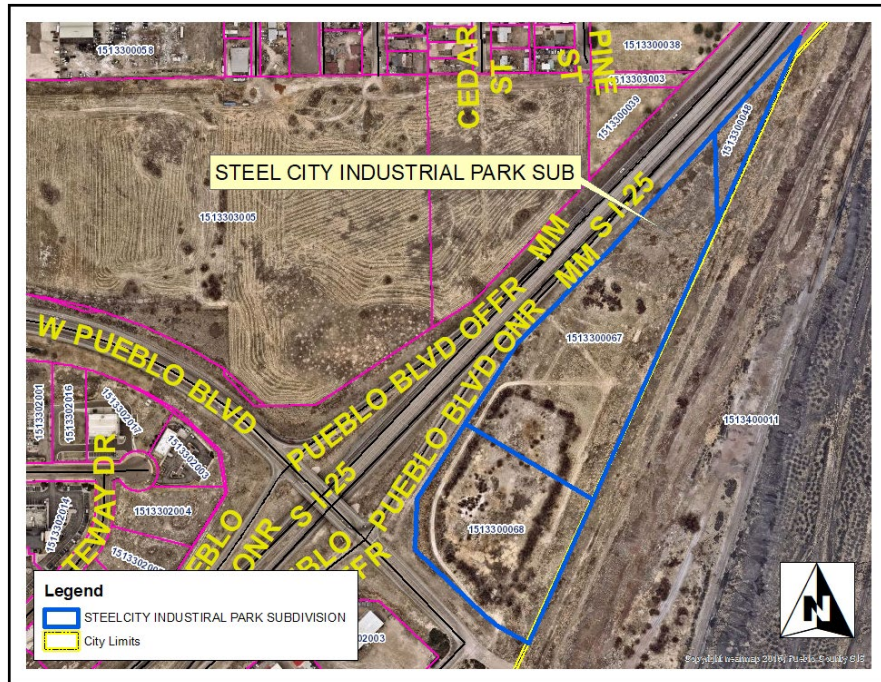
- All five lots meet the minimum lot area and width.

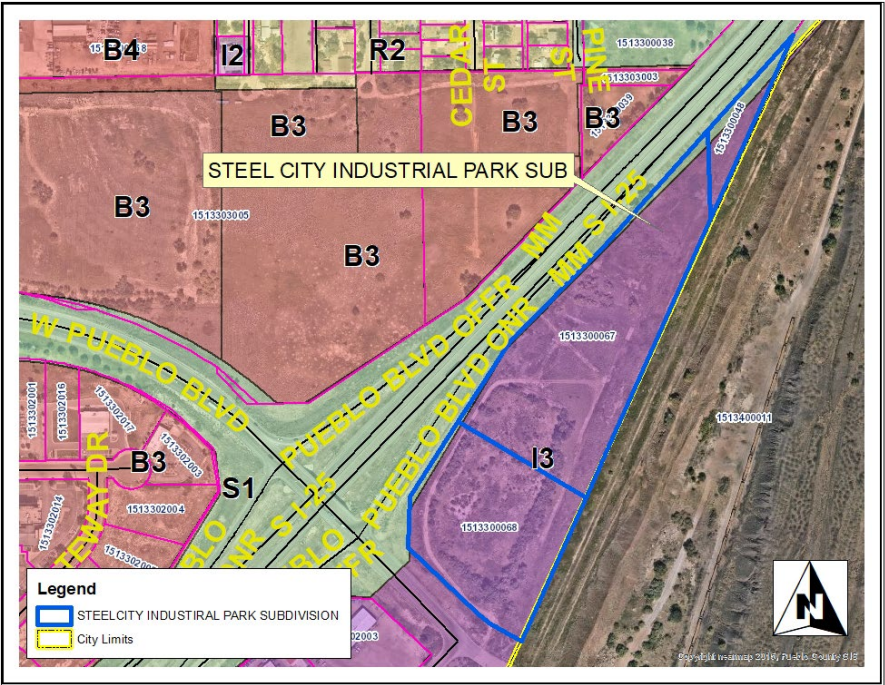
REFERRAL AGENCIES AND COMMENTS:

- City Public Works: Comments included in the subdivision conditions
- City Transportation: Comments included in the subdivision conditions
- 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: Comments included in the subdivision conditions
- City Parks and Recreation Department: No comment
- City GIS: No comment
- Xcel Energy: No comment
- Black Hills Energy: No Comment
- CDOT: See the attached email from Arthur Gonzales, October 30, 2022

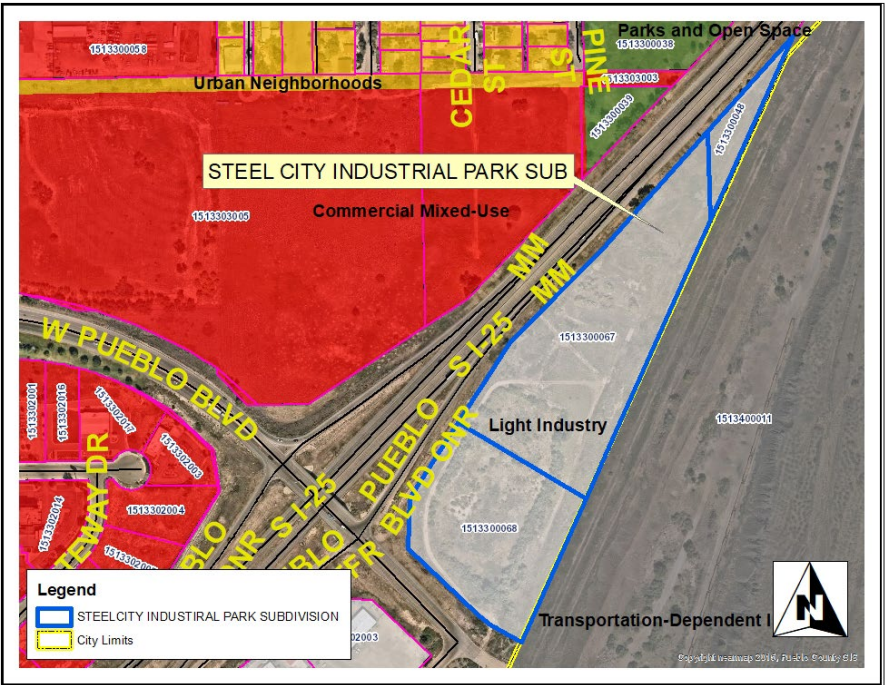
ATTACHMENTS:

- Aerial Photograph
- Zoning Map
- Comprehensive Plan Map
- Site Photographs
- SRC Memo, December 7, 2022
- Subdivision and Special Area Plan Plat
- Comment Attachments

**A. Aerial Photograph**



B. Zoning Map



C. Comprehensive Plan

Attachment D. Site Photos



View looking north from W. Pueblo Blvd.



View looking northwest from W. Pueblo Blvd.

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: S-22-08 and SAP-22-02 Steel City Industrial Park, A Special Area Plan

S-22-08 Steel City Industrial Park, A Special Area Plan: 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, December 7, 2022.
Plat Deficiencies:	Multiple deficiencies related to plat statements, declaration of covenants, and stormwater. All deficiencies are conditioned below.
Conditions of Approval (all conditions must be addressed prior to City Council review):	Stormwater Conditions: • Provide all amendments requested in the Stormwater Utility Memo from Noah Stamm, Associate Engineer II-SW, November 21, 2022. Wastewater Conditions: • Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat and Supplemental Map according to redline comments from Sonia Mondragon, "220001-SAP 2022-11-15-WW SM 3rd Submittal and 220001-SUP 2022-11-15 WW SM 3rd Submittal." Planning, Public Works, and DOT Conditions: • Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat according to the redline comments from Joe Martellaro, Associate Engineer, Melanie Turner, Traffic Engineer and Beritt Odom, Principal Planner, "SAP 2022-11-15 PlanningDOT." Pueblo Board of Water Works: • Amend the Steel City Industrial Park Subdivision, A Special Area Plan plat according to the redline comments from Steve Anselmo, "SAP_221115_BOWW."

SAP-22-02 Steel City Industrial Park a Special Area Plan: Staff recommends the Planning and Zoning Commission forward a recommendation that the requested Special Area Plan be Approved with the following conditions. All conditions must be addressed prior to City Council review and approval:

Conditions of Approval:	Planning, Public Works, and DOT Conditions: Amend the Steel City Industrial Park Subdivision, A Special Area Plan, plat according to the redline comments from Joe Martellaro, Associate Engineer, Melanie Turner, Traffic Engineer and Beritt Odom, Principal Planner, “SAP 2022-11-15 PlanningDOT.”
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STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

The above owners has caused said tract of land to be surveyed and plotted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private ingress-egress, public utilities, drainage, sidewalks, and parking 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 "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown heron shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.

No vehicular access is allowed along Interstate 25.

In witness whereof the following has set his hand:

IN WITNESS WHEREOF:

The aforementioned, DRH Properties, LLC, a Utah limited liability company, has executed this instrument this _____ day of _____,

By: _____

Name: _____

Title: _____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____ as _____, of DRH Properties, LLC, a Utah limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, Southgate Properties, LLC, a Colorado limited liability company, has executed this instrument this _____ day of _____,

By: _____

Name: _____

Title: _____

NOTARIAL:

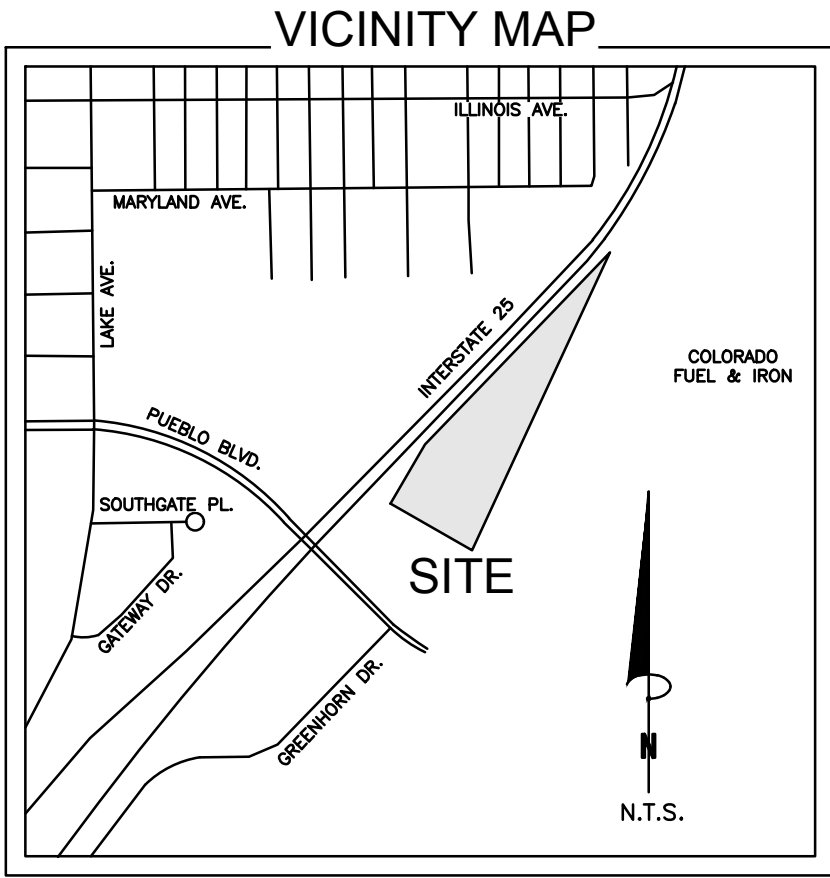
STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this _____ day of _____, _____ A.D. by _____ as _____, of Southgate Properties, LLC, a Colorado limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____



NOTES:

- This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
- Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
- This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
- Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- The lineal units used in this drawing are U.S. Survey Feet.
- Number of parcels in this subdivision: 2 Parcels and 5 Lots
- Property is subject to existing leases and tenancies not shown by the public records, if any.
- Field work for this survey was completed on May 17, 2021.
- Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
- Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
- Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
- Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
- Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and 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 _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS

I hereby certify that this instrument was filed for record in my office at _____ o'clock ____M.,

this _____ day of _____, _____, A.D., and is duly recorded under

Reception No. _____ of the records of Pueblo, Colorado.

SURCHARGE: _____ RECORDER

FEE: _____ BY: _____ Deputy



No.	Description	By	Date

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.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN		Date: 2/17/2022	
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.		Sheet 1 of 2	
Project No.	220001	Drawn By: DWK	Checked By: SJM

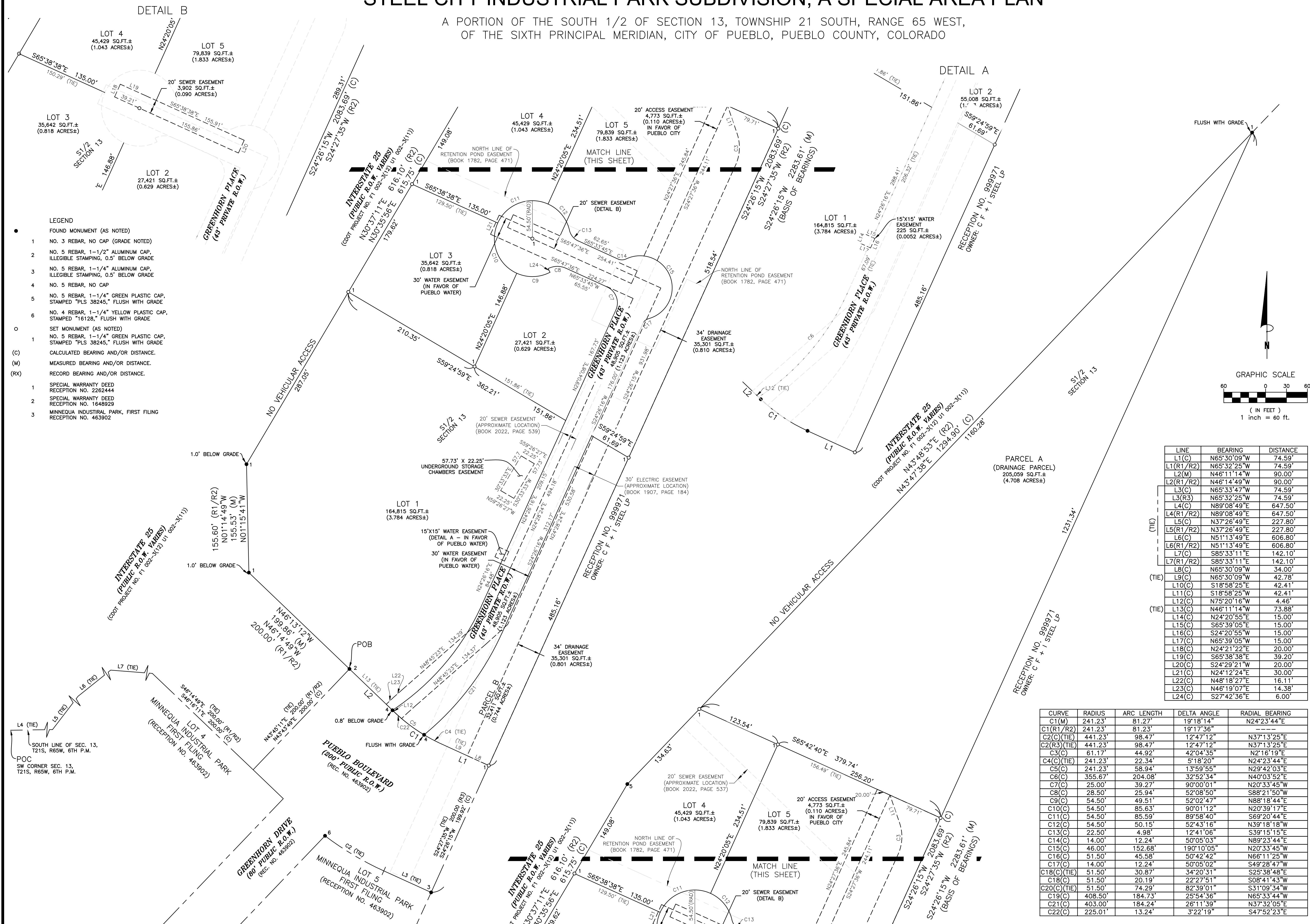
Clark **Land Surveying, Inc.**
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarks.com

Revisions			
No.	Description	By	Date

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.

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Project No.	220001	Drawn By: DWC	Date: 2/17/2022
		Checked By: SLM	Sheet 2 of 2



	LINE	BEARING	DISTANCE
(T1E)	L1(C)	N65°30'09"W	74.59'
	L1(R1/R2)	N65°32'25"W	74.59'
	L2(M)	N46°11'14"W	90.00'
	L2(R1/R2)	N46°14'49"W	90.00'
	L3(C)	N65°33'47"W	74.59'
	L3(R3)	N65°32'25"W	74.59'
	L4(C)	N89°08'49"E	647.50'
(T1E)	L4(R1/R2)	N89°08'49"E	647.50'
	L5(C)	N37°26'49"E	227.80'
	L5(R1/R2)	N37°26'49"E	227.80'
	L6(C)	N51°13'49"E	606.80'
	L6(R1/R2)	N51°13'49"E	606.80'
	L7(C)	S85°33'11"E	142.10'
	L7(R1/R2)	S85°33'11"E	142.10'
(T1E)	L8(C)	N65°30'09"W	34.00'
	L9(C)	N65°30'09"W	42.78'
	L10(C)	S18°58'25"E	42.41'
	L11(C)	S18°58'25"E	42.41'
	L12(C)	N75°20'16"W	4.46'
	L13(C)	N46°11'14"W	73.88'
	L14(C)	N24°20'55"E	15.00'
(T1E)	L15(C)	S65°39'05"E	15.00'
	L16(C)	S24°20'55"W	15.00'
	L17(C)	N65°39'05"W	15.00'
	L18(C)	N24°21'22"E	20.00'
	L19(C)	S65°38'38"E	39.20'
	L20(C)	S24°29'21"W	20.00'
	L21(C)	N24°12'24"E	30.00'
	L22(C)	N48°18'27"E	16.11'
	L23(C)	N46°19'07"E	14.38'
	L24(C)	S27°42'36"E	6.00'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL BEARING
C1(M)	241.23'	81.27'	19°18'14"	N24°23'44"E
C1(R1/R2)	241.23'	81.23'	19°17'36"	---
C2(C)(TIE)	441.23'	98.47'	12°47'12"	N37°13'25"E
C2(R3)(TIE)	441.23'	98.47'	12°47'12"	N37°13'25"E
C3(C)	61.17'	44.92'	42°04'35"	N2°16'19"E
C4(C)(TIE)	241.23'	22.34'	5°18'20"	N24°23'44"E
C5(C)	241.23'	58.94'	13°59'55"	N29°42'03"E
C6(C)	355.67'	204.08'	32°52'34"	N40°03'52"E
C7(C)	25.00'	39.27'	90°00'01"	N20°33'45"W
C8(C)	28.50'	25.94'	52°08'50"	S88°21'50"W
C9(C)	54.50'	49.51'	52°02'47"	N88°18'44"E
C10(C)	54.50'	85.63'	90°01'12"	N20°39'17"E
C11(C)	54.50'	85.59'	89°58'40"	S69°20'44"E
C12(C)	54.50'	50.15'	52°43'16"	N39°18'18"W
C13(C)	22.50'	4.98'	12°41'06"	S39°15'15"E
C14(C)	14.00'	12.24'	50°05'03"	N89°23'44"E
C15(C)	46.00'	152.68'	190°10'05"	N20°33'45"W
C16(C)	51.50'	45.58'	50°42'42"	N66°11'25"W
C17(C)	14.00'	12.24'	50°05'02"	S49°28'47"W
C18(C)(TIE)	51.50'	30.87'	34°20'31"	S25°38'48"E
C18(C)	51.50'	20.19'	22°27'51"	S08°41'43"W
C20(C)(TIE)	51.50'	74.29'	82°39'01"	S31°09'34"W
C19(C)	408.50'	184.73'	25°54'36"	N65°33'44"W
C21(C)	403.00'	184.24'	26°11'39"	N37°32'05"E
C22(C)	225.01'	13.24'	3°22'19"	S47°52'23"E

Stormwater Utility

MEMO

TO: Beritt Odom, Principal Planner
FROM: Noah Stamm, Associate Engineer II - SW
DATE: November 21, 2022
SUBJECT: S-22-08 3rd submittal review

This memo is intended to serve as the Stormwater Utility's review of the referenced project submittal. Please forward to the applicant's representative.

Color Code: Black = June 28 comments
Blue = October 14 comments
Red = November 21 comments
(Crossed out items indicate they have been addressed.)

Part I

1. ~~The plat statement for the drainage parcel would read "Parcel _ is dedicated to the City for the perpetual use of the public for drainage purposes".~~
2. Plat comments:
 - a. The City will not accept ownership of the parcel until the facility is designed and constructed to comply with the statute (Colorado Revised Statute 37-92-602(8)). So the transfer should occur by subsequent deed not on the plat. DPW 104 (limited to Parcel A) will need to be approved. **Need forms for review and approval. Use new deed form as old one refers to "Tract A" (most recent plat shows "Parcel A").**
 - ~~b. The drainage swale that leads to the infiltration facility will be the responsibility of the owner to maintain.~~
 - ~~c. The water quality pond of the Maverick site should be shown in an easement on the plat. The pond appears to be placed on an existing electrical easement. The City Attorney reviewed the existing electrical easement and had the following comment "This easement will either have to be released or the current grantee will have to approve the scope and nature of the proposed drainage easement".~~
 - d. Please refer to the redlined plat for updated dedication statements to reflect these changes. **Refer to redlined plat for comments.**
 - e. A Stormwater Facility Maintenance Agreement (SFMA) will need to be executed and recorded with the plat to address the maintenance responsibilities of the drainage easements shown on the plat. **Must be submitted for review and approval by City Attorney and Stormwater.**

- f. An O & M manual will need submitted as referenced in the SFMA. The O & M should reflect the maintenance of the drainage swale and water quality pond shown in easements on the plat. **See redlined O & M.**
- g. Final approval of plat is still pending that the drainage report being review in the commercial review is approved (Must show proof that pond volume reduction and infiltration rate work). Reference 2nd submittal memo form commercial case C-22-08. **Report has not been resubmitted this is still needed and a big outstanding comment.**
- ~~h. Supplemental map shows utilities that go through "Tract A", are these in an existing easement? Drainage swale and existing utilities cross and may be an issue.~~
- 3. ~~An access/egress easement from a public street to the pond will be required to access the drainage parcel~~
- 4. Any release of easement could be done by resolution, but the release will be conditioned on the recording of the plat. **The City Attorney said he will draft this easement release once we receive confirmation from the owner that they will enter the SIA addendum for Parcel A. Please provide this confirmation. Use Easement Release form drafted by CA and submit for review and approval.**
- 5. ~~The swale on the east side of the site will require an easement as it conveys stormwater from the subdivision to the south.~~
- 6. ~~An ingress/egress easements is required to access the pond for maintenance,~~
- 7. ~~Provide a signed and stamped drainage report in accordance with The Storm Drainage Design Criteria and Drainage Policies for City of Pueblo, Colorado.~~
- 8. ~~Include all items in the checklist in the report and on the drainage plan.~~
- 9. ~~Provide a completed checklist in the drainage report.~~
- 10. ~~Use the City of Pueblo's forms for time of concentration and rational method.~~
- 11. ~~The report will be reviewed thoroughly in Part II~~
- 12. ~~A more exhaustive review of the drainage plan and report will be conducted after the plan and report are corrected and more information is submitted. A substantial amount of information is missing or needs changed. Another full review will be required.~~
- 13. **The drainage report is being reviewed in the Commercial submittal, but the plat approval is contingent on the drainage report being approved. This is a big outstanding comment. Report has not been resubmitted for review.**
- 14. **Provide a comment response to this submittal. Still applicable.**

EROSION AND SEDIMENT CONTROL PLAN COMMENTS

- a) ~~Provide an Erosion and Sediment Control (ESC) Plan. Please show construction and permanent best management practices (BMPs) for stormwater management, erosion control, sediment control, waste, and pollution control, etc. Show their locations on the plan and **provide details** of each BMP. *At a minimum, each of the following sources and activities shall be evaluated for the potential to contribute pollutants to stormwater discharges, and identified in the ESC Plan if found to have such potential:*~~
- b) ~~All disturbed and stored soils (stockpiles).~~
- c) ~~Vehicle tracking of sediments.~~
- d) ~~Concrete truck/equipment washing, including the concrete truck chute and associated fixtures and equipment.~~
- e) ~~On site waste management practices (waste piles, liquid wastes, dumpsters, etc.).~~

- ~~f) Non-industrial waste sources such as worker trash and portable toilets.~~
- ~~g) Outdoor storage activities (building materials, fertilizers, chemicals, etc.).~~
- ~~h) Routine maintenance activities involving fertilizers, pesticides, detergents, fuels, solvents, oils, etc.~~
- ~~i) Significant dust or particulate generating processes.~~
- ~~j) Management of contaminated soils.~~
- ~~k) Loading and unloading operations.~~
- ~~l) Vehicle and equipment maintenance and fueling.~~
- ~~m) Other areas or procedures where potential spills can occur.~~

~~Please provide the following notes on the ESC Plan:~~

- ~~a) Prior to any construction, including site grading and excavation, an approved 'Erosion and Sediment Control Plan' shall be posted on-site and all required BMPs installed.~~
- ~~b) General contractor shall maintain and update the 'Erosion and Sediment Control Plan' as construction dictates. Current and correct plan shall always remain on-site and be readily accessible to the City Stormwater Inspector.~~
- ~~c) General contractor or his representative shall inspect, at a minimum, the site every 2 weeks and within 24 hours of any precipitation or snowmelt event that causes surface erosion. (i.e., that results in stormwater running across the ground).~~
- ~~d) General contractor/owner is fully responsible to maintain all required BMPs to prevent erosion and sediment from leaving the construction site.~~
- ~~e) Failure to comply with minimum requirements is a violation of City Ordinances.~~
- ~~f) Provide a comment response to this memo.~~

15. Part II

- ~~16. Provide a project benchmark.~~
- ~~17. Provide revegetation and slope stabilization methods including planned seed mix.~~
- ~~18. All cut and fill slopes must comply with the grading requirements in The Storm Drainage Design Criteria Manual and Drainage Policies for City of Pueblo, Colorado.~~
- ~~19. You must obtain permit coverage from the Colorado State Dept. of Public Health and Environment to discharge stormwater from any construction activity that disturbs at least 1 acre of land (or is part of a larger common plan of development or sale that will disturb at least 1 acre). If this permit pertains to your site, please send a copy of the stormwater management plan (SWMP) (that will accompany this permit) to the City Stormwater Utility.~~
- ~~20. Tracer wire is required on all stormwater pipes per 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.~~
- ~~21. Please add the details, provided on the City of Pueblo's website to the construction documents.~~
~~[Tracer Wire](#)~~
- ~~22. Show tracer wire access box locations.~~
- ~~23. Add this note on plans: All stormwater facilities and BMPs located in City ROWs or tying into City stormwater system need to be inspected by City Stormwater personnel. Please contact inspector before construction. 719-553-2291 or 719-225-9098.~~

24. ~~After final approval of plans, provide an electronic copy of the Final Drainage Report and Drainage Plan, stamped, and signed by Engineer.~~
25. ~~Slag is not an acceptable material for parking or driving areas due to its toxic composition per The Colorado Department of Health and Environment Water Quality Division. It is not allowed anywhere on site.~~
26. In Part II when the SIA is drafted, DPW 104 (An addendum to reflect the city maintaining the infiltration facility once accepted) will also need to be submitted.
27. Provide a comment response to this memo.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

The above owners has caused said tract of land to be surveyed and platted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private ingress-egress, public utilities, drainage, sidewalks, and parking 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 "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity of any-time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

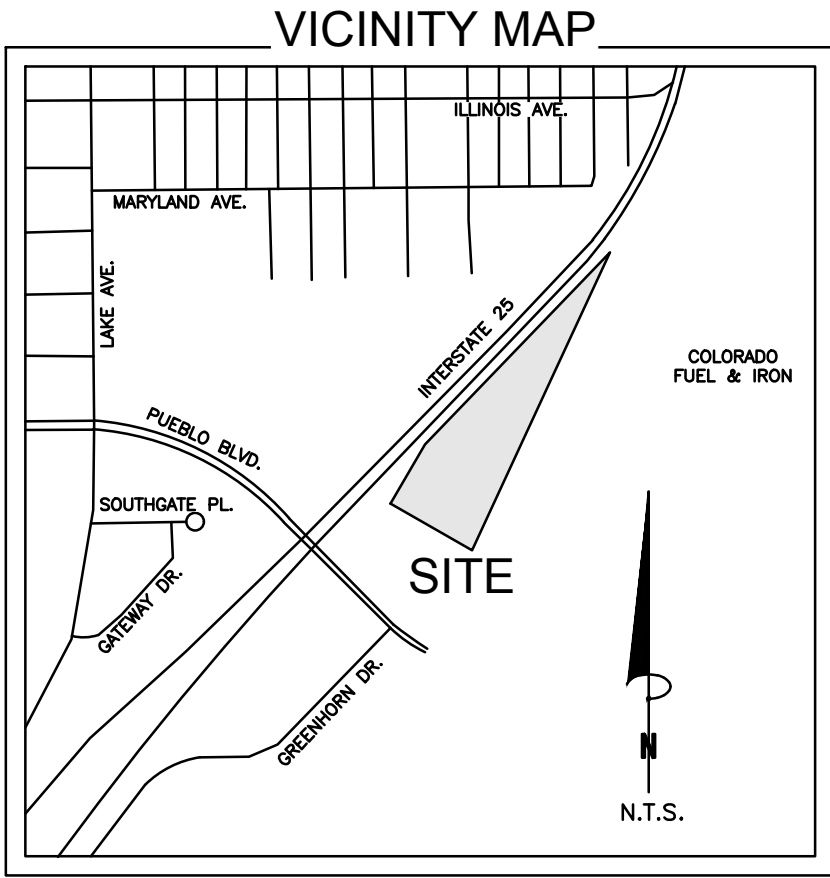
Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.

No vehicular access is allowed along Interstate 25.

In witness whereof the following has set his hand:

This SFMA needs to be submitted for review and approval by City Attorney and the Stormwater department before recording of the plat.

There is also a drainage easement in lot 1.



NOTES:

- This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
- Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
- This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
- Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- The lineal units used in this drawing are U.S. Survey Feet.
- Number of parcels in this subdivision: 2 Parcels and 5 Lots
- Property is subject to existing leases and tenancies not shown by the public records, if any.
- Field work for this survey was completed on May 17, 2021.
- Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
- Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
- Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
- Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
- Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
- Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and 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 _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS
I hereby certify that this instrument was filed for record in my office at ____ o'clock ____M.,
this ____ day of _____, _____. A.D., and is duly recorded under
Reception No. _____ of the records of Pueblo, Colorado.
SURCHARGE: _____ RECORDER
FEE: _____ BY: _____ Deputy



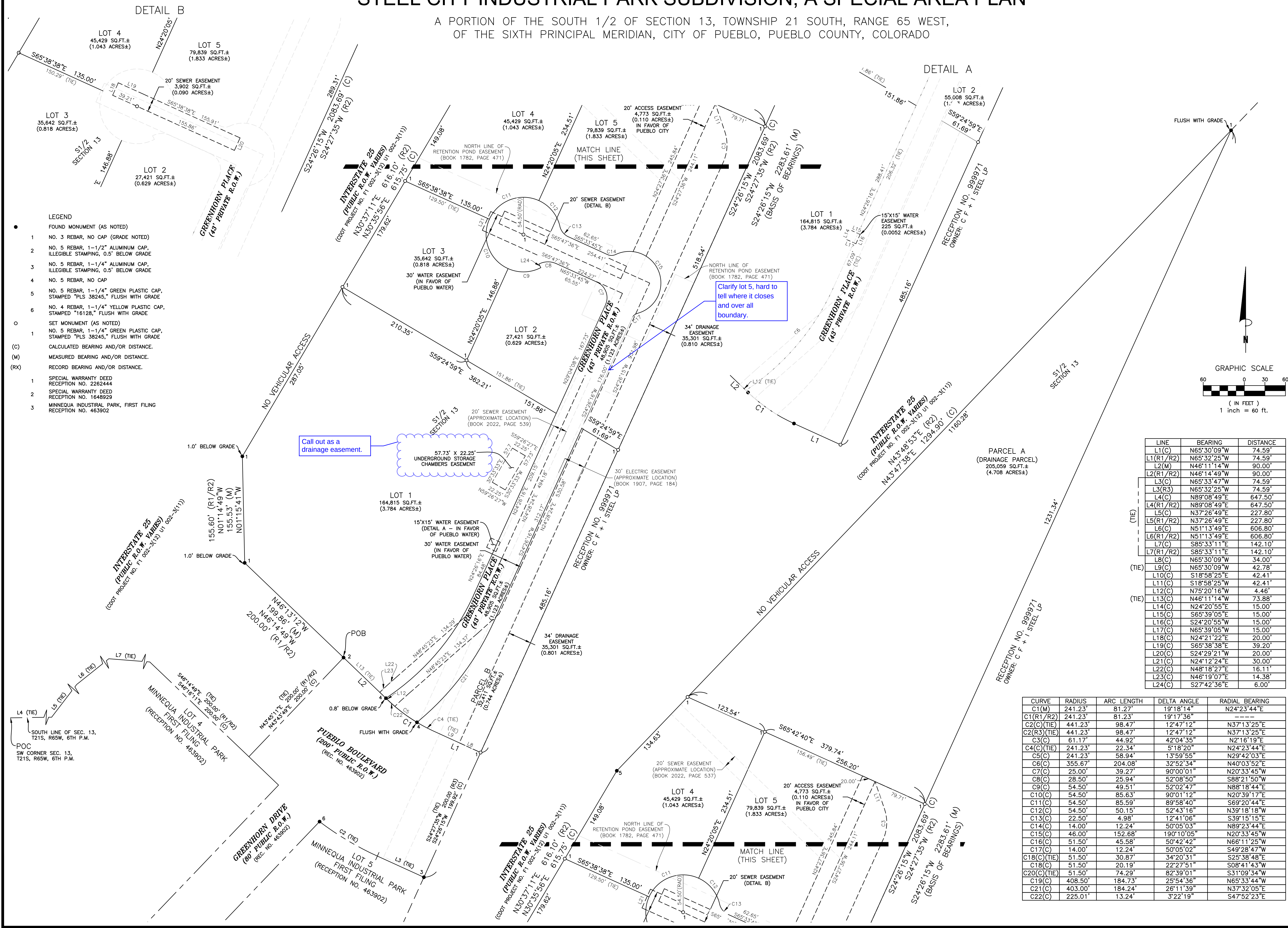
No.	Description	Revisions	
		By	Date

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.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN		Date: 2/17/2022	
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.		Sheet 1 of 2	
Project No.	220001	Drawn By: DWC	Checked By: SJM

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO



- LEGEND
- FOUND MONUMENT (AS NOTED)
 - NO. 3 REBAR, NO CAP (GRADE NOTED)
 - NO. 5 REBAR, 1-1/2" ALUMINUM CAP, ILLEGIBLE STAMPING, 0.5' BELOW GRADE
 - NO. 5 REBAR, 1-1/4" ALUMINUM CAP, ILLEGIBLE STAMPING, 0.5' BELOW GRADE
 - NO. 5 REBAR, NO CAP
 - NO. 5 REBAR, 1-1/4" GREEN PLASTIC CAP, STAMPED "PLS 38245," FLUSH WITH GRADE
 - NO. 4 REBAR, 1-1/4" YELLOW PLASTIC CAP, STAMPED "16128," FLUSH WITH GRADE
 - SET MONUMENT (AS NOTED)
 - NO. 5 REBAR, 1-1/4" GREEN PLASTIC CAP, STAMPED "PLS 38245," FLUSH WITH GRADE
 - CALCULATED BEARING AND/OR DISTANCE.
 - MEASURED BEARING AND/OR DISTANCE.
 - RECORD BEARING AND/OR DISTANCE.
 - SPECIAL WARRANTY DEED RECEPTION NO. 2262444
 - SPECIAL WARRANTY DEED RECEPTION NO. 1648929
 - MINNEQUA INDUSTRIAL PARK, FIRST FILING RECEPTION NO. 463902

LINE	BEARING	DISTANCE
L1(C)	N65°30'09"W	74.59'
L1(R1/R2)	N65°32'25"W	74.59'
L2(M)	N46°11'14"W	90.00'
L2(R1/R2)	N46°14'49"W	90.00'
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C17(C)	14.00'	12.24'	50°05'02"	S49°28'47"W
C18(C)	51.50'	30.87'	34°20'31"	S25°38'48"E
C18(C)	51.50'	20.19'	22°27'51"	S08°41'43"W
C20(C)	51.50'	74.29'	82°39'01"	S31°09'34"W
C19(C)	408.50'	184.73'	25°54'36"	N65°33'44"W
C21(C)	403.00'	184.24'	26°11'39"	N37°32'05"E
C22(C)	225.01'	13.24'	3°22'19"	S47°52'23"E

Clark Land Surveying, Inc.

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.882.1270

www.clarksls.com

Revisions

No.	Description	By	Date

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 herein.

Project No. 220001

Drawn By: DMC

Checked By: SJM

Date: 2/17/2022

Sheet 2 of 2

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE S1/2 OF SEC. 13, T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Page 494 of 599

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

Wastewater Conditions, Sonia Mondragon

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

The above owners has caused said tract of land to be surveyed and plotted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private ingress-egress, public utilities, drainage, sidewalks, and parking 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 "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown heron shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

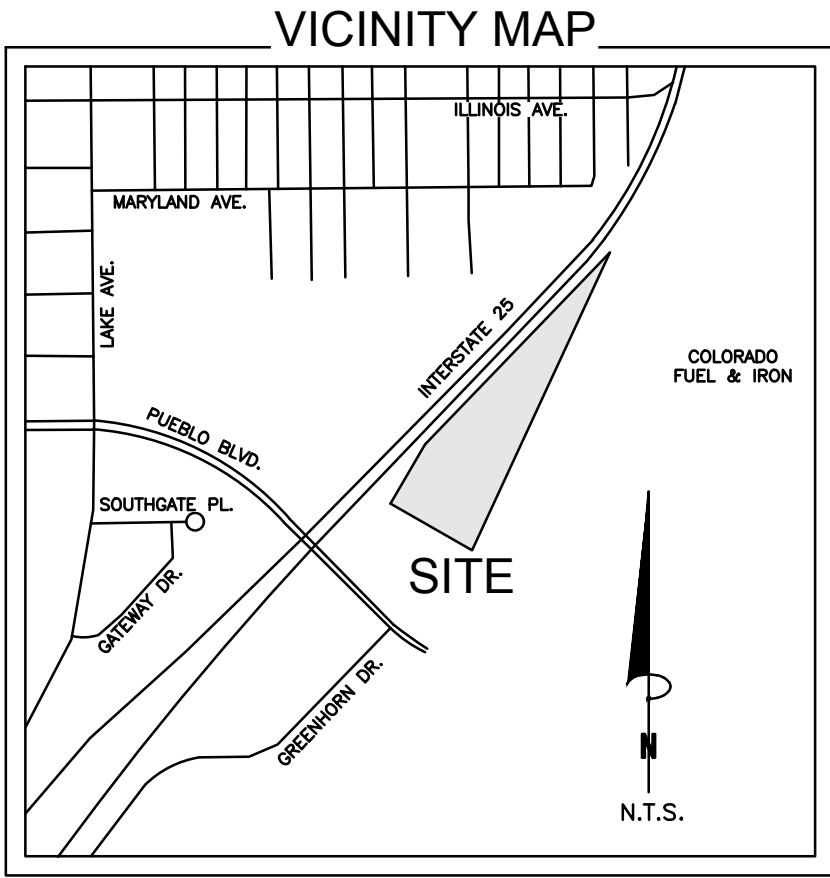
A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.

No vehicular access is allowed along Interstate 25.

In witness whereof the following has set his hand:



IN WITNESS WHEREOF:

The aforementioned, DRH Properties, LLC, a Utah limited liability company, has executed this instrument this ____ day of _____,

By: _____

Name: _____

Title: _____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this ____ day of _____, ____ A.D. by _____ as _____, of DRH Properties, LLC, a Utah limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

IN WITNESS WHEREOF:

The aforementioned, Southgate Properties, LLC, a Colorado limited liability company, has executed this instrument this ____ day of _____,

By: _____

Name: _____

Title: _____

NOTARIAL:

STATE OF _____ }
COUNTY OF _____ } SS

The foregoing instrument was acknowledged before me this ____ day of _____, ____ A.D. by _____ as _____, of Southgate Properties, LLC, a Colorado limited liability company.

Witness my hand and seal _____

Address _____

My Commission expires _____

NOTES:

- 1. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
- 2. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and of the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park, First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
- 3. This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
- 4. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
- 5. The lineal units used in this drawing are U.S. Survey Feet.
- 6. Number of parcels in this subdivision: 2 Parcels and 5 Lots
- 7. Property is subject to existing leases and tenancies not shown by the public records, if any.
- 8. Field work for this survey was completed on May 17, 2021.
- 9. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
- 10. Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
- 11. Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
- 12. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
- 13. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
- 14. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
- 15. Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
- 16. Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and 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 _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS

I hereby certify that this instrument was filed for record in my office at ____ o'clock ____M.,

this ____ day of _____, ____ A.D., and is duly recorded under

Reception No. _____ of the records of Pueblo, Colorado.

SURCHARGE: _____ RECORDER

FEE: _____ BY: _____ Deputy



No.	Description	Revisions	
		By	Date

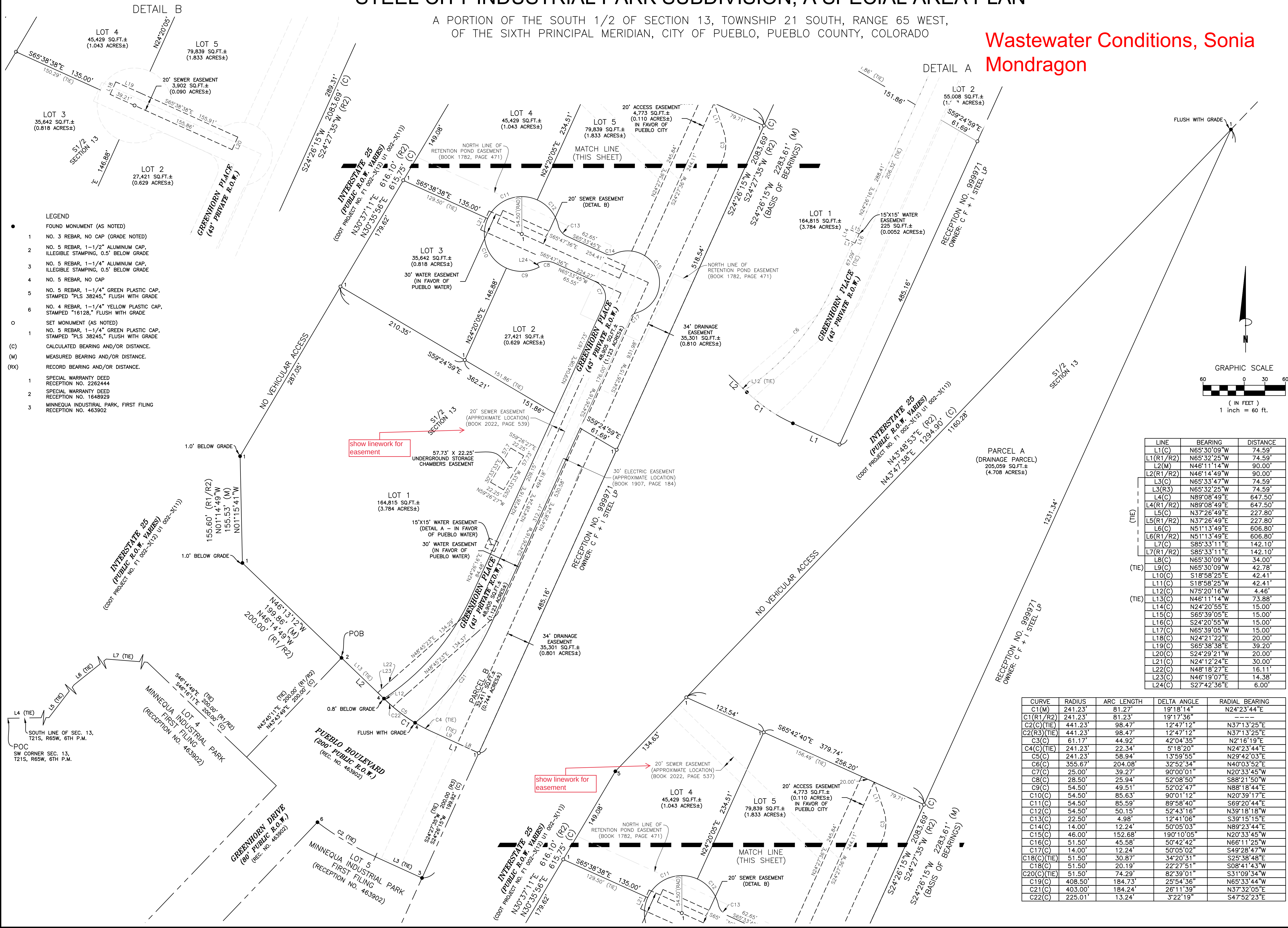
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey commence more than ten years from the date of the certification shown hereon.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN		Date: 2/17/2022	
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.		Sheet 1 of 2	
Project No.	220001	Drawn By: DWK	Checked By: SJM

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

Wastewater Conditions, Sonia Mondragon



No.	Description	Revisions	
		By	Date

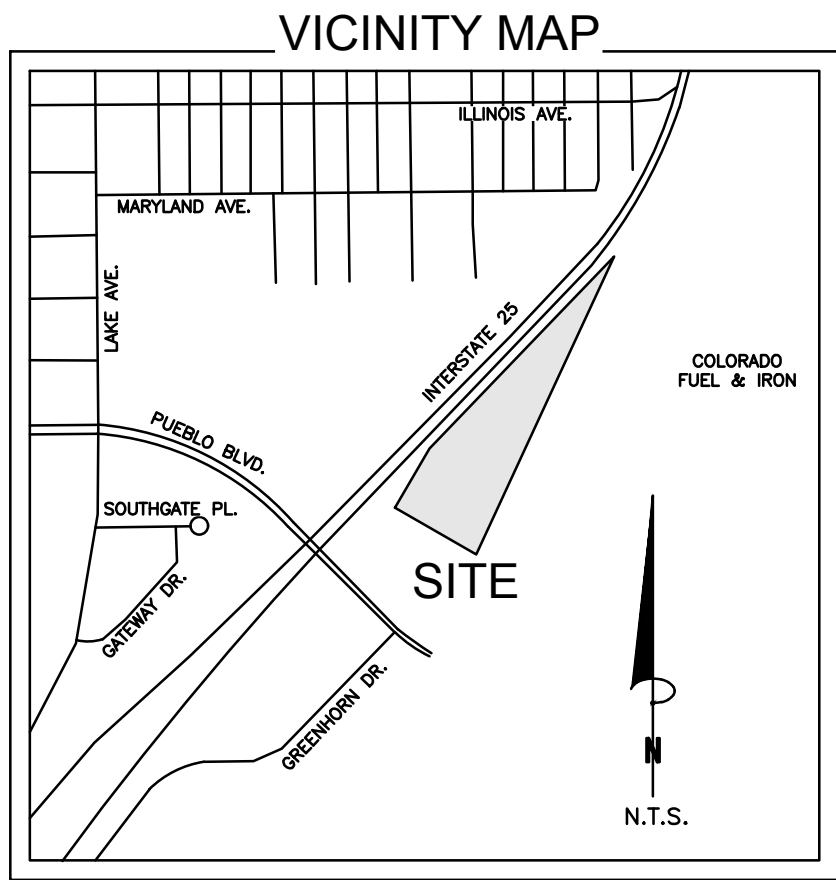
Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after you first discover such defect. In no event may any action based upon any defect in this survey be commenced more than ten years from the date of the certification shown herein.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN				
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.				
Project No.	220001	Drawn By: DMC	Checked By: SJM	Date: 2/17/2022 Sheet 2 of 2

STEEL CITY INDUSTRIAL PARK SUBDIVISION

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

SUPPLEMENTAL MAP



LEGAL DESCRIPTION:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25)
Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 48 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.681 acres, more or less.

NOTES:

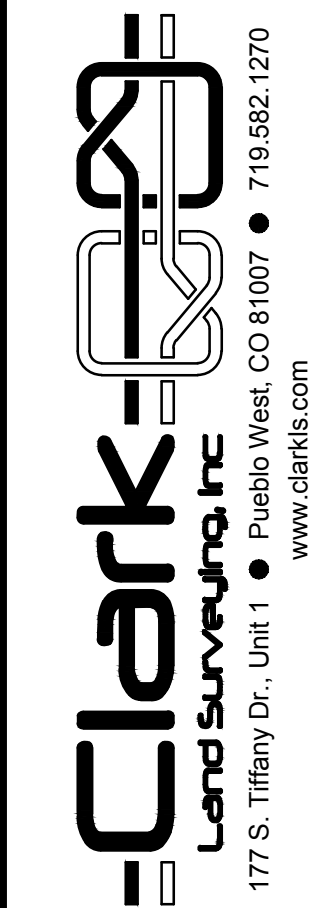
1. This is a topographic map. It is not a Land Survey Plat or Improvement Survey Plat. No research of easements, encumbrances or title of record was performed Clark Land Surveying Inc.
2. Any underground utilities shown have been located from field survey information. The surveyor makes no guarantee that the underground utilities shown comprise all such utilities in the area, either in service or abandoned. The surveyor further does not warrant that the underground utilities shown are in the exact location indicated although he does certify that they are located as accurately as possible from the information available. This site was located by standard RF methods.
3. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 899871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 483902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
4. FEDERAL EMERGENCY MANAGEMENT AGENCY, FEMA FIRMette published October 17, 2022, referencing Flood Insurance Rate Map, Map Numbers 08101C0726D and 08101C0730D, with an effective date of August 15, 2019, indicates this parcel of land is located in Zone X (Area of minimal flood hazard).
5. The lineal units used in this drawing are U.S. Survey Feet.
6. Elevations are based on NAVD 88 datum.
7. Site Benchmark: No. 5 Rebar with CLSI Control Cap, Elev: 4810.07'
8. Coordinates are based upon NAD 83, Colorado State Plane Coordinate System, South Zone (0503), with an applied scale factor of 1.000256617983 from Site Benchmark, as shown hereon.
9. The improvements shown hereon are as of the date of field work, October 14, 2022.
10. There are improvements along portions of the boundary as shown hereon. Ownership and/or maintenance responsibilities of said improvements was not determined by this survey.
11. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereof, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.



Revisions			
No.	Description	By	Date

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.

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
SUPPLEMENTAL MAP
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Project No. 220001

Drawn By: DWC

Checked By: SJM

Date: 10/17/2022

Sheet 1 of 2

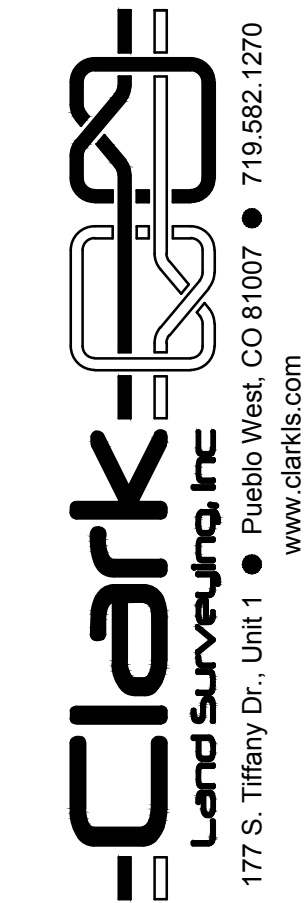
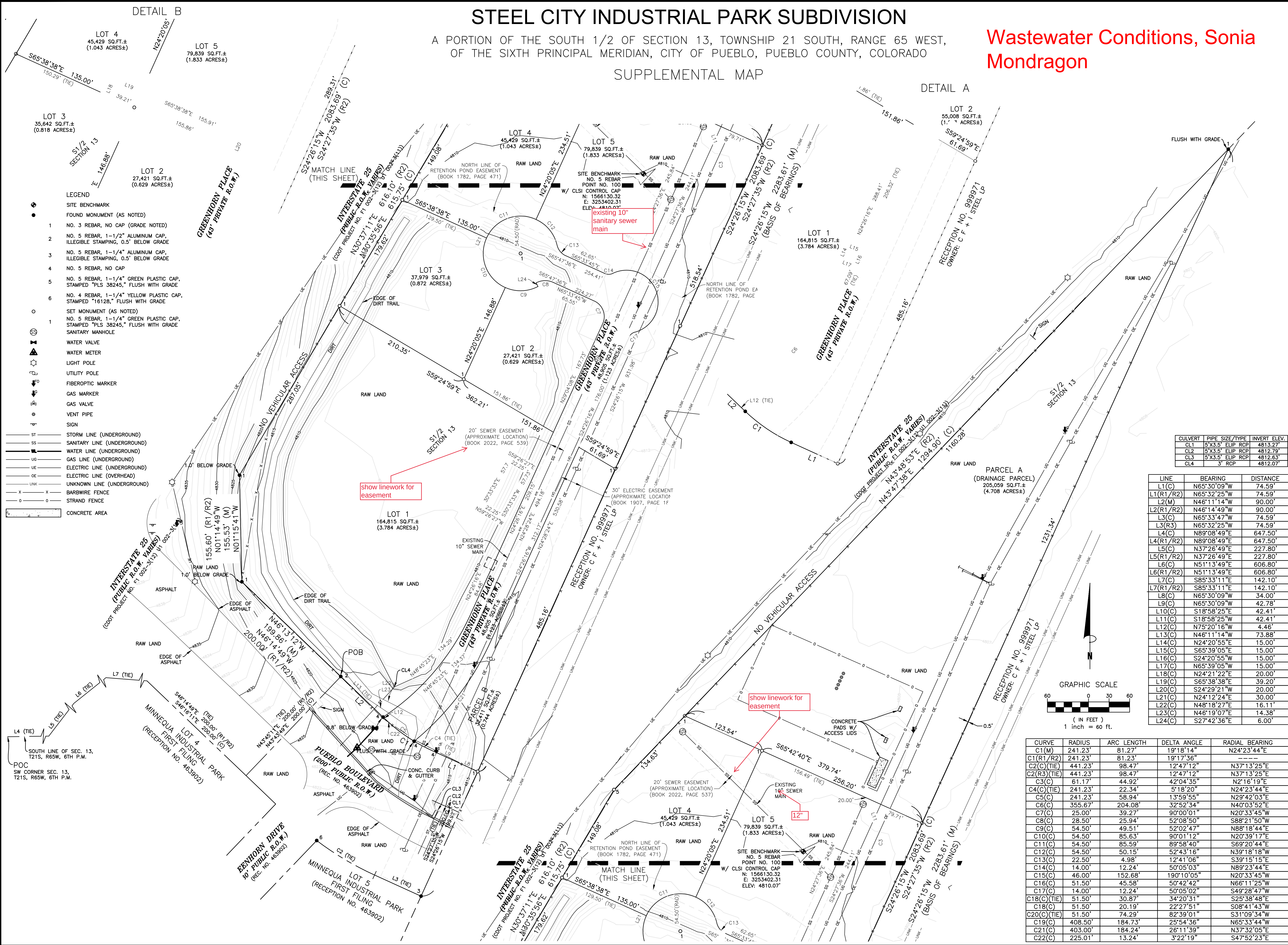
Page 497 of 599

STEEL CITY INDUSTRIAL PARK SUBDIVISION

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

SUPPLEMENTAL MAP

Wastewater Conditions, Sonia
Mondragon



No.	Revisions		By	Date
	Description			

Notice: According to Colorado law you must commence any legal action based upon any defect in this survey within three years after your first discovery of 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.

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
SUPPLEMENTAL MAP
A PORTION OF THE S1/2 OF SEC. 13, T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Project No. 220001
Drawn By: DMC
Checked By: SJM
Date: 10/17/2022
Sheet 2 of 2

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

Planning, Public Works and
DOT Conditions, Beritt Odom,
Joe Martellaro, and Melanie
Turner

Department of Transportation's comments are purple

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

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- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

~~The above owners has caused said tract of land to be surveyed and platted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.~~

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private public ingress-egress, public utilities, drainage, sidewalks, and parking 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 "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown hereon shall be installed, repaired, and maintained in good working order and condition by the owner(s) of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

~~Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.~~

No vehicular access is allowed along Interstate 25.

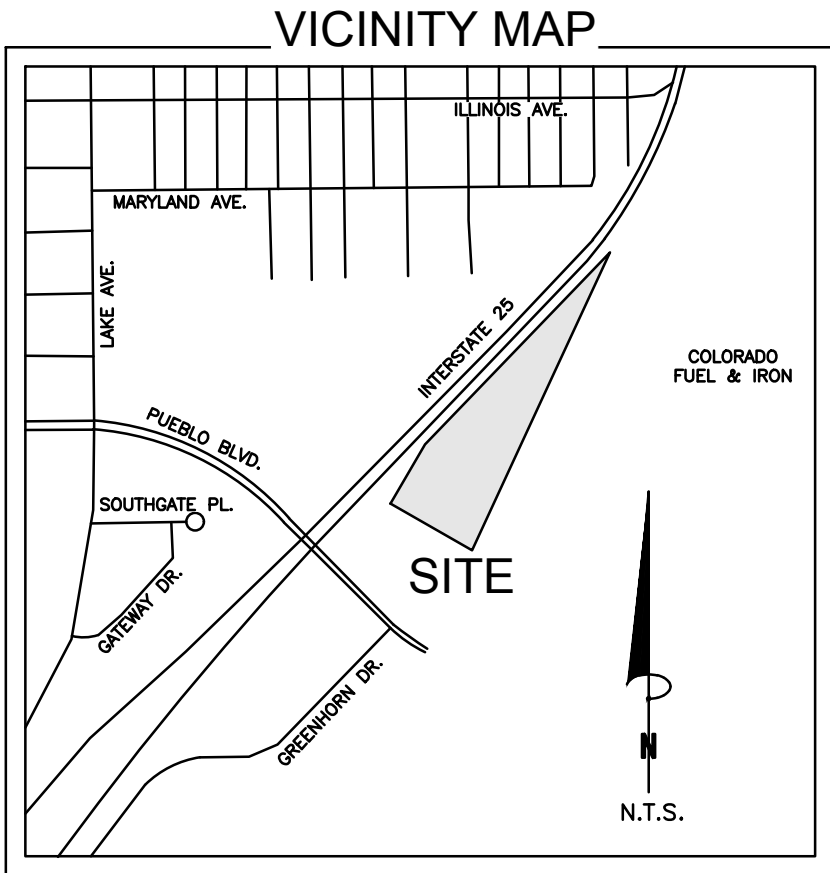
In witness whereof the following has set his hand:

Provide a Declaration of Covenants:

All of the property shown on this plat shall be subject to the terms and conditions defined in the Declarations of Covenants dated _____, and recorded in the office of the Clerk and Recorder of Pueblo, County, Colorado.

Provide a statement acknowledging access restrictions.

Name the parcel (such as "Parcel A") that serves as the private road. Add an ingress/egress or access easement over its entirety, and provide a dedication statement for that easement.



NOTES:

1. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
2. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
3. This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
4. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
5. The lineal units used in this drawing are U.S. Survey Feet.
6. Number of parcels in this subdivision: 2 Parcels and 5 Lots
7. Property is subject to existing leases and tenancies not shown by the public records, if any.
8. Field work for this survey was completed on May 17, 2021.
9. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
10. Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
11. Properties are subject to the terms, conditions, provisions, obligations, easements, reservations and agreements as set forth in the Easement recorded May 21, 1974 in Book 1782 at Page 471, as shown hereon.
12. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement recorded October 20, 1977 in Book 1907 at Page 184, approximate location as shown hereon.
13. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 537, approximate location as shown hereon.
14. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
15. Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
16. Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and 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 _____

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson _____ Date _____
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Moverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk _____ Date _____

SURVEYOR'S CERTIFICATION:

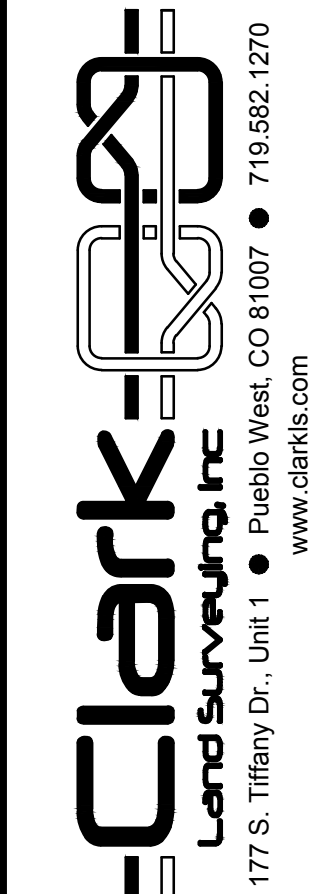
The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS
I hereby certify that this instrument was filed for record in my office at ____ o'clock ____ M.,
this ____ day of _____, A.D., and is duly recorded under
Reception No. _____ of the records of Pueblo, Colorado.
SURCHARGE: _____ RECORDER
FEE: _____ By: _____ Deputy



No.	Description	Revisions	
		By	Date

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.

STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN		
A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.		
Project No.	220001	Drawn By: DWC Checked By: SJM
		Date: 2/17/2022 Sheet 1 of 2

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

-Clark-
Land Surveying, Inc.
177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.582.1270
www.clarkls.com

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.

Page 500 of 599



STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

DEDICATION:

KNOW ALL MEN BY THESE PRESENTS: That DRH Properties, LLC, a Utah limited liability company; and Southgate Properties, LLC, a Colorado limited liability company, being the owners of the following described property:

A parcel of land being a portion of the South 1/2 of Section 13, Township 21 South, Range 65 West, of the Sixth Principal Meridian, being more particularly described as follows:

Commencing at the Southwest corner of Section 13, Township 21 South, Range 65 West of the 6th P.M., thence the following courses:

North 89 degrees 10 minutes 11 seconds East along the South line of said Section 13, a distance of 647.50 feet to the Easterly right of way line of Interstate 25, (the following 5 courses are on the Easterly right of way line of Interstate 25) Thence North 37 degrees 28 minutes 11 seconds East a distance of 227.80 feet; Thence North 51 degrees 15 minutes 11 seconds East a distance of 606.80 feet; Thence South 85 degrees 31 minutes 49 seconds East a distance of 142.10 feet; Thence South 46 degrees 14 minutes 49 seconds East a distance of 200.00 feet; Thence North 43 degrees 45 minutes 11 seconds East a distance of 200.00 feet to the TRUE POINT OF BEGINNING for the following described parcel of land.

- 1) North 46 degrees 14 minutes 49 seconds West a distance of 200.00 feet;
- 2) North 01 degrees 14 minutes 49 seconds West a distance of 155.60 feet;
- 3) North 30 degrees 37 minutes 11 seconds East a distance of 616.10 feet;
- 4) North 43 degrees 46 minutes 53 seconds East a distance of 1295.63 feet;
- 5) South 24 degrees 27 minutes 35 seconds West a distance of 2084.51 feet;
- 6) North 65 degrees 32 minutes 25 seconds West a distance of 74.59 feet;
- 7) Thence on the arc of a curve to the right, said curve having a central angle of 19 degrees 17 minutes 36 seconds, a radius of 241.23 feet and an arc length of 81.23 feet;
- 8) North 46 degrees 14 minutes 49 seconds West a distance of 90.00 feet to the POINT OF BEGINNING, County of Pueblo, State of Colorado

Containing a calculated area of 639,518 square feet or 14.68 acres, more or less.

The above owners has caused said tract of land to be surveyed and plotted into two (2) parcels, five (5) lots, and Easements, as shown on the accompanying plat. This parcel of land as herein platted shall be known as "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN" in the City of Pueblo, Pueblo County, State of Colorado.

Has caused the foregoing described property to be surveyed, platted, and subdivided into lots, and has shown hereon certain easements for private ingress-egress, public utilities, drainage, sidewalks, and parking 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 "STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN".

Concerning drainage, public utilities, sidewalks, parking and ingress/egress dated _____ and recorded in the office of the clerk and recorder of Pueblo County, Colorado.

All public utility easements and drainage easements shown hereon are hereby dedicated to the public for perpetual use.

With respect to all easements for City utilities including but not limited to sanitary and stormwater services and whether designated as a drainage easement, public utility easement or otherwise heron, the City of Pueblo shall have the right, without the necessity at any time of procuring the consent or permission of anyone, to remove any building, fence, tree, street or other improvement or growth located upon such easement that may in any way endanger or interfere with the construction, reconstruction, maintenance, inspection or removal of all or any parts of said City utilities and to recover the costs thereof, plus an administrative charge of 15% from the owner(s) of the lots or parcels upon which the easements are located.

Drainage facilities located within drainage easements located on Parcel B and Lot 5 and shown heron shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision. The City of Pueblo is hereby granted the right but not the obligation in its discretion to maintain, repair, or replace the drainage facilities within such easements and to recover the costs thereof, plus administrative expenses from said owner(s). All drainage easements shall be further subject to the Stormwater Facility Maintenance Agreement dated _____ and filed contemporaneously with the annexed plat.

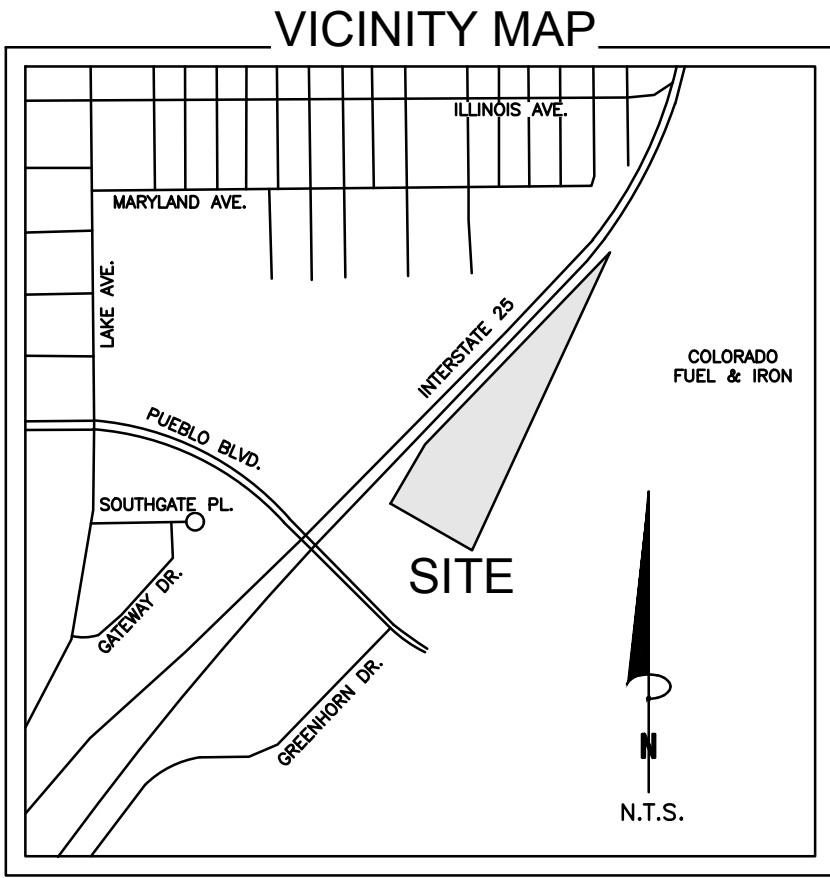
A formal environmental assessment for this subdivision has not been performed; However, to the best of there undersigned owner(s) knowledge, information, belief, there are no known hazardous substances present within this subdivision.

Streets, curbs & gutters, and sidewalks located within the private R.O.W. shown hereon shall be installed, repaired, and maintained in good working order and condition by the owners of all lots within the subdivision, subject to the terms and conditions of the Declaration of Covenants referenced hereon.

Greenhorn Place, a private 43' right-of-way, is hereby dedicated to the Greenhorn Place Business Owners Association.

No vehicular access is allowed along Interstate 25.

In witness whereof the following has set his hand:



NOTES:

1. This survey does not constitute a title search by Clark Land Surveying, Inc. to determine ownership, easements or rights of way of record.
2. Basis of Bearings is a portion of the northwesterly line of that parcel as described in Special Warranty Deed recorded March 3, 1993 under Reception No. 989871 of the official Public Records of Pueblo County, Colorado, monumented at the north, being a point on said northwesterly line, the southeast right-of-way line of Interstate 25 and the north corner of the parcel as described in that Personal Representative's Deed of Distribution, recorded December 28, 2017 as Reception No. 2092445, of the Official Public Records of Pueblo County, Colorado, by a No. 3 rebar, flush with grade, and at the southwest end, being a point on said northwesterly line, a and the northeast corner of Lot 5, Minnequa Industrial Park First Filing, according to the map or plat thereof, recorded January 9, 1974 under Reception No. 463902, of the Official Public Records of Pueblo County, Colorado, by a No. 5 rebar with a 1-1/4" aluminum cap with illegible stamping, flush with grade, as shown hereon, and measured to bear S24°26'15"W, a distance of 2283.61 feet.
3. This property is located within the Regulatory Floodway and Zone AE (special flood hazard area inundated by 100-year flood, base flood elevations determined), as established by FEMA per FIRM panel 08041007376, effective date December 7, 2018.
4. Easements and other record documents shown or noted on this survey were examined as to location and purpose and were not examined as to restrictions, exclusions, conditions, obligations, terms, or as to the right to grant the same.
5. The lineal units used in this drawing are U.S. Survey Feet.
6. Number of parcels in this subdivision: 2 Parcels and 5 Lots
7. Property is subject to existing leases and tenancies not shown by the public records, if any.
8. Field work for this survey was completed on May 17, 2021.
9. Properties are subject to the terms, conditions, provisions, obligations, easements and agreements as set forth in the Warranty Deed recorded November 14, 1894 in Book 149 at Page 515.
10. Properties may be subject to the terms, conditions, provisions, obligations and agreements as set forth in the Agreement recorded May 21, 1974 in Book 1782 at Page 465. NOTE: Resolution approving Agreement in connection therewith recorded May 21, 1974 in Book 1782 at Page 463.
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14. Properties are subject to terms, conditions, provisions, obligations, easements and agreements as set forth in the Easement and Right of Way recorded February 15, 1980 in Book 2022 at Page 539, approximate location as shown hereon.
15. Properties are subject to restrictions as set forth in Special Warranty Deed recorded November 21, 2005 at Reception No. 1648929.
16. Properties are subject to terms, conditions, provisions, obligations and agreements as set forth in the Notice recorded September 6, 2019 at Reception No. 2151350.

IMPROVEMENT CERTIFICATION:

This is to certify that the subdivider has complied with Alternate No. 4 of Section 12-4-7(j)(1) and 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

PLANNING COMMISSION CERTIFICATION:

This is to certify that this subdivision was approved by the Planning Commission of the City of Pueblo, County of Pueblo, State of Colorado.

Chairperson Date
Planning Commission

APPROVAL FOR RECORDING:

Approved by the City Council of Pueblo, Colorado, by Ordinance No. _____. This is to certify that the plat of Maverick Subdivision, A Special Area Plan has been approved for recording in the office of the County Clerk of Pueblo County, Colorado.

City Clerk Date

SURVEYOR'S CERTIFICATION:

The undersigned Colorado Registered Professional Land Surveyor does hereby certify that the accompanying plat was surveyed and drawn under his direct responsibility and supervision and to the normal standard of practice by surveyors in the State of Colorado and accurately shows the described tract of land thereon, and that the requirements of Title 38 of the Colorado Revised Statutes, 1973, as amended, have been met to the best of his professional knowledge, belief and opinion.

This statement is neither a warranty nor guarantee, either expressed or implied.

Stewart L. Mapes, Jr.
Colorado Professional Land Surveyor No. 38245
For and on behalf of Clark Land Surveying, Inc.

RECORDING:

STATE OF COLORADO }
COUNTY OF PUEBLO } SS
I hereby certify that this instrument was filed for record in my office at ____ o'clock ____M.,
this ____ day of _____, _____. A.D., and is duly recorded under
Reception No. _____ of the records of Pueblo, Colorado.
SURCHARGE: _____ RECORDER
FEE: _____ BY: _____ Deputy



No.	Description	By	Date

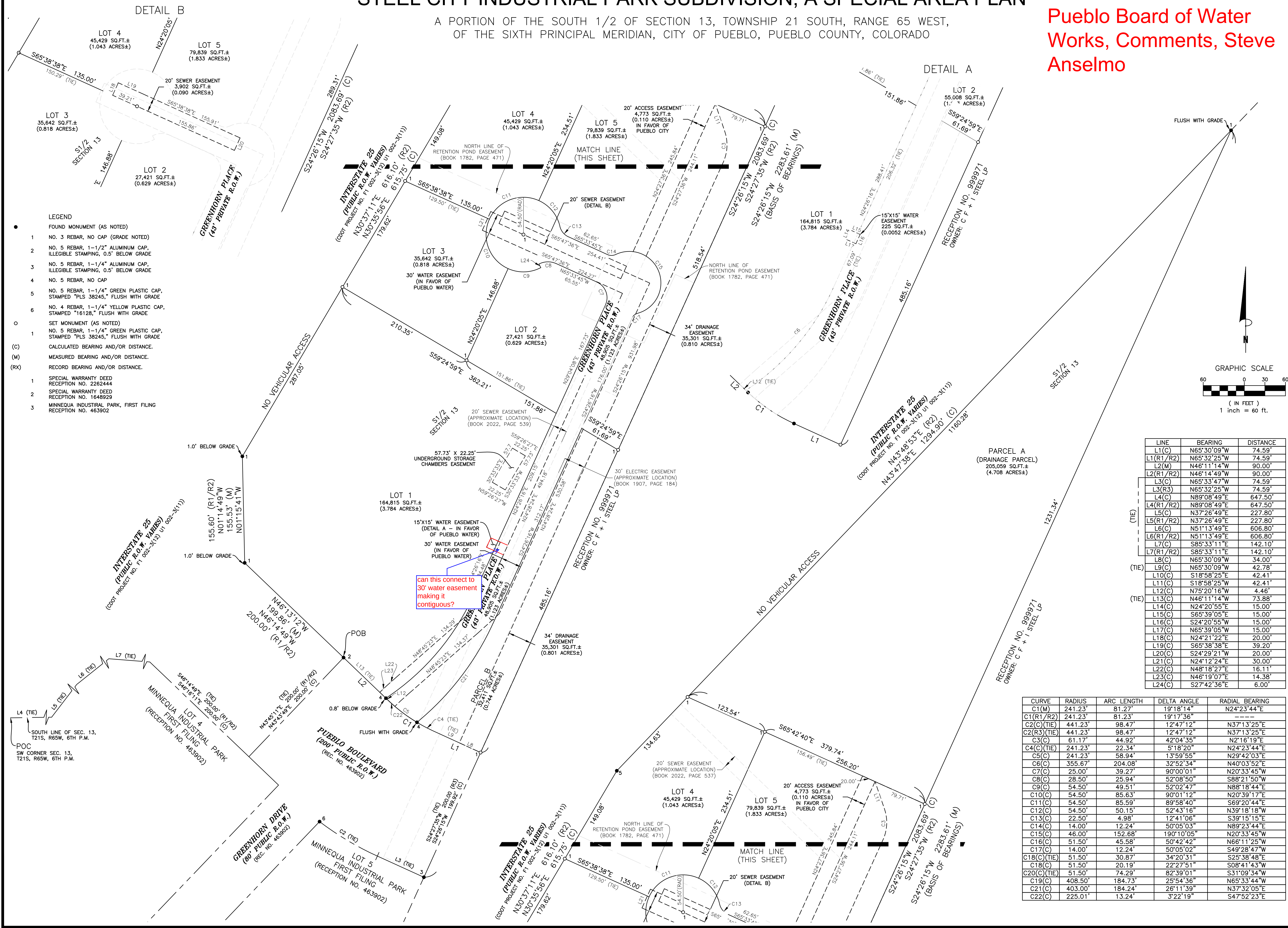
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STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN A PORTION OF THE S1/2 OF SEC. 13,T21S, R65W, 6TH P.M., CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.	Project No. 220001	Drawn By: DWK	Checked By: SJM	Date: 2/17/2022	Sheet 1 of 2

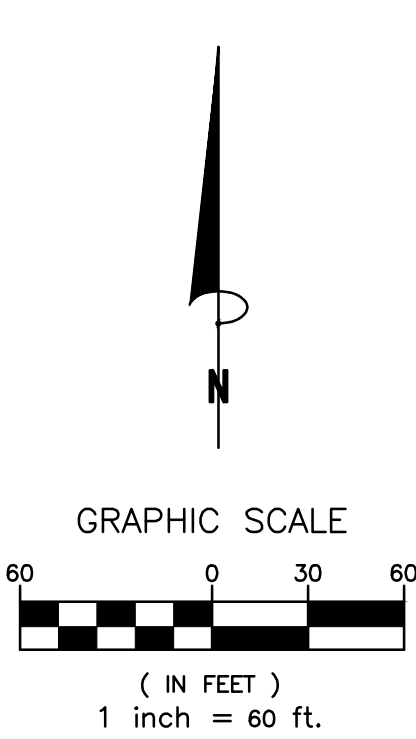
STEEL CITY INDUSTRIAL PARK SUBDIVISION, A SPECIAL AREA PLAN

A PORTION OF THE SOUTH 1/2 OF SECTION 13, TOWNSHIP 21 SOUTH, RANGE 65 WEST,
OF THE SIXTH PRINCIPAL MERIDIAN, CITY OF PUEBLO, PUEBLO COUNTY, COLORADO

Pueblo Board of Water
Works, Comments, Steve
Anselmo



- LEGEND
- FOUND MONUMENT (AS NOTED)
 - NO. 3 REBAR, NO CAP (GRADE NOTED)
 - NO. 5 REBAR, 1-1/2" ALUMINUM CAP, ILLEGIBLE STAMPING, 0.5" BELOW GRADE
 - NO. 5 REBAR, 1-1/4" ALUMINUM CAP, ILLEGIBLE STAMPING, 0.5" BELOW GRADE
 - NO. 5 REBAR, NO CAP
 - NO. 5 REBAR, 1-1/4" GREEN PLASTIC CAP, STAMPED "PLS 38245," FLUSH WITH GRADE
 - NO. 4 REBAR, 1-1/4" YELLOW PLASTIC CAP, STAMPED "16128," FLUSH WITH GRADE
 - SET MONUMENT (AS NOTED)
 - NO. 5 REBAR, 1-1/4" GREEN PLASTIC CAP, STAMPED "PLS 38245," FLUSH WITH GRADE
 - CALCULATED BEARING AND/OR DISTANCE.
 - MEASURED BEARING AND/OR DISTANCE.
 - RECORD BEARING AND/OR DISTANCE.
 - SPECIAL WARRANTY DEED RECEPTION NO. 2262444
 - SPECIAL WARRANTY DEED RECEPTION NO. 1648929
 - MINNEQUA INDUSTRIAL PARK, FIRST FILING RECEPTION NO. 463902



LINE	BEARING	DISTANCE
L1(C)	N65°30'09"W	74.59'
L1(R1/R2)	N65°32'25"W	74.59'
L2(M)	N46°11'14"W	90.00'
L2(R1/R2)	N46°14'49"W	90.00'
L3(C)	N65°33'47"W	74.59'
L3(R3)	N65°32'25"W	74.59'
L4(C)	N89°08'49"E	647.50'
L4(R1/R2)	N89°08'49"E	647.50'
L5(C)	N37°26'49"E	227.80'
L5(R1/R2)	N37°26'49"E	227.80'
L6(C)	N51°13'49"E	606.80'
L6(R1/R2)	N51°13'49"E	606.80'
L7(C)	S85°33'11"E	142.10'
L7(R1/R2)	S85°33'11"E	142.10'
L8(C)	N65°30'09"W	34.00'
L9(C)	N65°30'09"W	42.78'
L10(C)	S18°58'25"E	42.41'
L11(C)	S18°58'25"E	42.41'
L12(C)	N75°20'16"W	4.46'
L13(C)	N46°11'14"W	73.88'
L14(C)	N24°20'55"E	15.00'
L15(C)	S65°39'05"E	15.00'
L16(C)	S24°20'55"W	15.00'
L17(C)	N65°39'05"W	15.00'
L18(C)	N24°21'22"E	20.00'
L19(C)	S65°38'38"E	39.20'
L20(C)	S24°29'21"W	20.00'
L21(C)	N24°12'24"E	30.00'
L22(C)	N48°18'27"E	16.11'
L23(C)	N46°19'07"E	14.38'
L24(C)	S27°42'36"E	6.00'

CURVE	RADIUS	ARC LENGTH	DELTA ANGLE	RADIAL BEARING
C1(M)	241.23'	81.27'	19°18'14"	N24°23'44"E
C1(R1/R2)	241.23'	81.27'	19°17'36"	
C2(C)	441.23'	98.47'	12°47'12"	N37°13'25"E
C2(R3)	441.23'	98.47'	12°47'12"	N37°13'25"E
C3(C)	61.17'	44.92'	42°04'35"	N2°16'19"E
C4(C)	241.23'	22.34'	5°18'20"	N24°23'44"E
C5(C)	241.23'	58.94'	13°59'55"	N29°42'03"E
C6(C)	355.67'	204.08'	32°52'34"	N40°03'52"E
C7(C)	25.00'	39.27'	90°00'01"	N20°33'45"W
C8(C)	28.50'	25.94'	52°08'50"	S88°21'50"W
C9(C)	54.50'	49.51'	52°02'47"	N88°18'44"E
C10(C)	54.50'	85.63'	90°01'12"	N20°39'17"E
C11(C)	54.50'	85.59'	89°58'40"	S69°20'44"E
C12(C)	54.50'	50.15'	52°43'16"	N39°18'18"W
C13(C)	22.50'	4.98'	12°41'06"	S39°15'15"E
C14(C)	14.00'	12.24'	50°05'03"	N89°23'44"E
C15(C)	46.00'	152.68'	190°10'05"	N20°33'45"W
C16(C)	51.50'	45.58'	50°42'42"	N66°11'25"W
C17(C)	14.00'	12.24'	50°05'02"	S49°28'47"W
C18(C)	51.50'	30.87'	34°20'31"	S25°38'48"E
C18(C)	51.50'	20.19'	22°27'51"	S08°41'43"W
C20(C)	51.50'	74.29'	82°39'01"	S31°09'34"W
C19(C)	408.50'	184.73'	25°54'36"	N65°33'44"W
C21(C)	403.00'	184.24'	26°11'39"	N37°32'05"E
C22(C)	225.01'	13.24'	3°22'19"	S47°52'23"E

Clark-
Land Surveying, Inc.

177 S. Tiffany Dr., Unit 1 • Pueblo West, CO 81007 • 719.882.1270
www.clarksls.com

Revisions

No.	Description	By	Date

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 herein.

Project No. 220001

Drawn By: DMC

Checked By: SJM

Date: 2/17/2022

Sheet 2 of 2

STEEL CITY INDUSTRIAL PARK SUBDIVISION,
A SPECIAL AREA PLAN
A PORTION OF THE S1/2 OF SEC. 13, T21S, R65W, 6TH P.M.,
CITY OF PUEBLO, PUEBLO COUNTY, STATE OF COLORADO.

Page 502 of 599

November 29, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Rick Magness, AWA Engineering** for the approval of the following application(s) generally located east of I-25 and north of W. Pueblo Blvd.

S-22-08 Subdivision: Steel City Industrial Park Subdivision, A Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress.
SAP-22-02 Special Area Plan: Steel City Industrial Park, A Special Area Plan to allow unique development of 14.68 acres.

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 **Beritt Odom**, Principal Planner
(719) 553-2339

November 29, 2022

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November 29, 2022

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S-22-08 Subdivision: Steel City Industrial Park Subdivision, A Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress.
SAP-22-02 Special Area Plan: Steel City Industrial Park, A Special Area Plan to allow unique development of 14.68 acres.

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 **Beritt Odom**, Principal Planner
(719) 553-2339

November 29, 2022

The City Planning and Zoning Commission will hold a public hearing on requests from **Rick Magness, AWA Engineering** for the approval of the following application(s) generally located east of I-25 and north of W. Pueblo Blvd.

S-22-08 Subdivision: Steel City Industrial Park Subdivision, A Special Area Plan, subdivision of 14.68 acres into five industrial lots and parcels for utilities and ingress/egress.
SAP-22-02 Special Area Plan: Steel City Industrial Park, A Special Area Plan to allow unique development of 14.68 acres.

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Scott Hobson, Acting Director
Planning & Community Development
By **Beritt Odom**, Principal Planner
(719) 553-2339

CASE NUMBER S-22-08

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 Steel City Industrial Park Subdivision 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.

11-29-22

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Karen Elgin Mailed by Carol

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
SOUTHGATE PROPERTIES LLC	PO BOX 638	RYE	CO	81069-0638
DRH PROPERTIES LLC	2265 E MURRAY HOLLADAY RD	SALT LAKE	UT	84117-5379



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Nicholas Gradisar, Mayor
Robert Jagger, Deputy City Attorney
Marisa Pacheco, Director Human Resources

SUBJECT: AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2024, THROUGH DECEMBER 31, 2024

SUMMARY:

Attached is a proposed Ordinance which would extend the current negotiated collective bargaining agreement between the City of Pueblo and Pueblo Association of Government Employees ("Agreement") for the calendar year 2024.

PREVIOUS COUNCIL ACTION:

Ordinance No 10212 (June 27, 2022) approving and enacting the Agreement. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms.

BACKGROUND:

In 2022, the City of Pueblo and Pueblo Association of Government Employees negotiated a Collective Bargaining Agreement (the "Agreement"). The Agreement was reduced to writing, signed by the parties, and enacted by Ordinance. The Agreement includes a provision that allows the City to extend the contract for two successive one-year terms. Article 32, *Term of Agreement*, provides that the decision to extend the term of the Agreement for the first one-year term shall be made by the City Council on or before the 15th day of March 2023. The extended term for 2024 would be upon the same terms and conditions, except that wages during the extended term shall be as provided or otherwise determined pursuant to Section 15.1 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties' Amendment to the Agreement with respect to a self-funded health benefit plan.

Wages are determined pursuant to Section 15.1 and would provide for an increase in an amount equal to the Regional Adjustment (.845) multiplied by the CPI Index 6.3 or 5.3%. For purposes of the foregoing calculation, the following terms have the following meanings:

“Regional Adjustment” means the quotient obtained by dividing the 2020 average annual cost of living index for the Pueblo, CO Metro (Pueblo Urban Area) by the 2020 average annual cost of living index for the Denver-Aurora-Lakewood CO Metro (Denver Urban Area). The average annual cost of living index for each area shall be the composite index of the same name as published by the Council for Community and Economic Research (C2ER); and

“CPI Index” means the percentage increase for the period from January 2020 to January 2021 according to the following CPI index published by the United States Department of Labor’s Bureau of Labor Statistics:

Population Coverage: CPI-W

Area Coverage: Denver-Aurora-Lakewood Colorado

Series Items: All Items

Base Period: 1982-1984=100

FINANCIAL IMPLICATIONS:

As determined pursuant to Section 15.1 of the Agreement, wages would be increased by 5.3% percent with a cost of approximately \$1,361,485 (including associated salary-related benefits and step increases). Health insurance will be determined in accordance with the Amendment. The amounts will be determined prior to the end of this calendar year subject to the following requirements:

Plan design shall be determined by a majority vote of the Benefits Committee; provided, however, if no majority vote is cast or if the plan and benefits selected will result in any increase in the current premiums, the Mayor shall determine and select such plan and benefits. The City’s percentage share of premiums, including the current maximum dollar amount the City must contribute toward any premium (“Contribution Cap”) shall be continued. The City and Union shall share equally in the costs of any premium increase approved by the Mayor, and the Contribution Cap shall be adjusted accordingly.

BOARD/COMMISSION RECOMMENDATION:

Not Applicable to this Ordinance.

STAKEHOLDER PROCESS:

This wage increase is consistent with that negotiated and agreed to during collective bargaining agreement negotiations with the Pueblo Association of Government Employees.

ALTERNATIVES:

If the City Council shall fail to extend the term of the Agreement, the parties would commence negotiations for a successor agreement and all provisions would be subject to negotiations.

RECOMMENDATION:

City Administration recommends approval of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO. 10416

AN ORDINANCE EXTENDING THE TERM OF THE CURRENT COLLECTIVE BARGAINING AGREEMENT BETWEEN THE CITY OF PUEBLO AND PUEBLO ASSOCIATION OF GOVERNMENT EMPLOYEES FOR A ONE-YEAR PERIOD COMMENCING JANUARY 1, 2024, THROUGH DECEMBER 31, 2024

WHEREAS, the corporate authorities of the City of Pueblo and the sole and exclusive bargaining agent of Pueblo Association of Government Employees negotiated a collective bargaining agreement commencing January 1, 2023 (the "Agreement"); and

WHEREAS, the Agreement was reduced to writing, signed by the parties, and enacted by Ordinance pursuant to the requirements of Section 8-14(l) of the Charter of the City of Pueblo, Colorado; and

WHEREAS, the Agreement includes a provision that allows the City to extend the contract for two successive one-year terms; and

WHEREAS, section 3-17 of the City Charter requires that every Council act fixing compensation shall be by Ordinance; and

WHEREAS, Article 10, Section 20 of the Constitution of Colorado (the TABOR Amendment) could be interpreted to require that compensation for each year of the Pueblo Association of Government Employees collective bargaining agreement be authorized by separate Ordinance; NOW, THEREFORE,

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

SECTION 1.

The term of the current collective bargaining agreement by and between the City of Pueblo and the Pueblo Association of Government Employees is hereby extended for an additional one-year term from January 1, 2024 through December 31, 2024 on the same terms and conditions contained therein, except that wages during the extended term shall be as provided or otherwise determined pursuant to Section 15.1 of the Agreement and health insurance shall be as provided or otherwise determined pursuant to the parties Amendment to the Agreement with respect to a self-funded health benefit plan.

SECTION 2.

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

SECTION 3.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



Vice President of City Council

Action by the Mayor:

☒ Approved on March 15, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

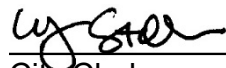
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 27, 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 AND ACCEPTING A 2022 COLORADO JUSTICE ASSISTANCE GRANT (2022 JAG) IN THE AMOUNT OF \$10,000 FOR 3D FARO SCANNER TRAINING, AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NO. PS2303, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$10,000 TO SAID PROJECT

SUMMARY:

Attached is a 2022 Colorado Justice Assistance Grant (JAG) and the related Grant Award Letter for Project No. 2021-JI-22-01-20-1 / 3D FARO Scanner Technology (Pueblo) and accompanying documents.

PREVIOUS COUNCIL ACTION:

On November 28, 2022, City Council passed Ordinance No. 10346, which approved and ratified a Memorandum of Understanding (MOU) between the Pueblo County Sheriff and the City of Pueblo for use of the Pueblo County Sheriff's 3D FARO Scanner Technology.

BACKGROUND:

The Edward Byrne Memorial Justice Assistance Grant (JAG) Program provides funds to units of local government for the purpose of improving law enforcement technology and upgrading necessary equipment. The program is designed to help local communities address problems specific to their areas.

Pursuant to a related Colorado Justice Assistance Grant, immediate signature of the MOU was needed so that the Pueblo Police Department could obtain grant funding. Acceptance of the JAG grant is now needed to obtain funding for 3D FARO Scanner training.

Acceptance of the award and scheduling of and budgeting for the 3D FARO Technology training will be based upon adoption of this Ordinance, establishing Project No. PS2303, and budgeting and appropriating funds in the amount of \$10,000.00 into project PS2303. This project will fund a FARO Technologies Inc. training representative to travel to Pueblo and provide five days of on-site, hands-on training on the use of the 3D FARO Scanner Technology for up to six attendees.

FINANCIAL IMPLICATIONS:

If approved, grant funds in the amount of \$10,000.00 will be budgeted and appropriated into Project No. PS2303 to fund the training. Reimbursement of the \$10,000.00 will be made to the City of Pueblo through the Edward Byrne Memorial Justice Assistance Grant. There is no City match required.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

City and County law enforcement leaders have met and agreed to the terms of training and use of the equipment outlined in this proposed Ordinance as well as Ordinance No. 10346.

ALTERNATIVES:

If the grant funds are not accepted, the City of Pueblo would need to use \$10,000.00 in municipal funds to train Police Department personnel on the 3D FARO Scanner Technology.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. DCJ-_JAG_Grant_2021-JI-22-01-20-1_3D_FARO_Sc

ORDINANCE NO. 10413

AN ORDINANCE APPROVING AND ACCEPTING A 2022 COLORADO JUSTICE ASSISTANCE GRANT (2022 JAG) IN THE AMOUNT OF \$10,000 FOR 3D FARO SCANNER TRAINING, AUTHORIZING THE MAYOR TO EXECUTE THE GRANT AWARD LETTER AND RELATED DOCUMENTS, ESTABLISHING PROJECT NO. PS2303, AND BUDGETING AND APPROPRIATING THE GRANT FUNDS OF \$10,000 TO SAID PROJECT

WHEREAS, the City Council of Pueblo has the authority on behalf of the City of Pueblo, including its Police Department, to accept grants for public and municipal purposes and to enter into agreements relating thereto; and

WHEREAS, the Colorado Justice Assistance Grant program has tendered an award ("Award") for Project No. 2021-JI-22-01-20-1 / 3D FARO Scanner Technology (Pueblo) in the amount of \$10,000.00 upon conditions recited therein or incorporated therein by reference; and

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

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

SECTION 1.

The Grant Award Letter (Intergovernmental Grant Agreement), DCJ Grant No. 2021-JI-22-01-20-1, ("Agreement") between the State of Colorado, Department of Public Safety, Division of Criminal Justice, and the City of Pueblo, a Municipal Corporation, for 3D FARO Scanner Technology training, a true 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 and related documents in the name and on behalf of the City of Pueblo, where the Mayor may execute the Agreement and related documents by electronic signature and such electronic signature shall be attributable to the Mayor and the City of Pueblo.

SECTION 3.

Project No. PS2303 is hereby established.

SECTION 4.

Grant funds in the amount of \$10,000.00 shall be accepted pursuant to the Agreement and budgeted and appropriated to Project No. PS2303.

SECTION 5.

Pursuant to the Agreement, the State of Colorado, Department of Public Safety, Division of Criminal Justice, ("State") may unilaterally amend the terms of the Agreement or the amount of grant funds pursuant to an updated Grant Award Letter or other 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 No. PS2303, where said funds shall only be expended and used for this project.

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 Agreement and documents to implement the transactions described therein.

SECTION 7.

The 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 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 15, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

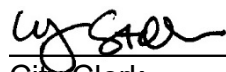
☐ Council did not act to override the Mayor's veto.

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

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

President of City Council

ATTEST



City Clerk

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

**GRANT AWARD LETTER
(Intergovernmental Grant Agreement)
SUMMARY OF GRANT AWARD TERMS AND CONDITIONS**

COVER PAGE

State Agency Department of Public Safety, Division of Criminal Justice	DCJ Grant Number 2021-JI-22-01-20-1
Grantee City of Pueblo	Federal Unique Entity Identifier (UEI) NJK3BNUDRHJ7
	Is this Award for Research and Development (R&D)? No
Grant Issuance Date (Start Date) January 1, 2023	Grant Expiration Date (End Date) December 31, 2023
Grant Amount Federal Award #15PBJA-21-GG-00239-MUMU: \$10,000	Local Match Amount Federal Award # 15PBJA-21-GG-00239-MUMU: \$0
Total Grant Funds Awarded: \$10,000	Total Match Required: \$0
	Total Grantee Match Required: 0%
Agreement Authority (State Authority) The Division of Criminal Justice is authorized to disburse these funds by Colorado Revised Statute 24-33.503 and 507.	Grant Description JAG funds will be used by the City of Pueblo Police Department for a five-day user training on the 3D FARO scanner. This new technology gives the agency the ability to collect specific, accurate, and detailed measurements from crime scenes and fatal crash sites that can be used to aide in successful prosecutions and or exonerations. At the same time, the need to use manual techniques and diagraming equipment will be minimized and the time spent for the collection of such data will be reduced.
Grant Purpose The federal Justice Assistance Grant Program (JAG) allows agencies to support a broad range of activities to prevent and control crime based on their own local needs. The Justice Assistance Grant (JAG) Board selected grantee for award.	
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. 7. Exhibit F, Federal Requirements. 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 F, Federal Requirements. 2. Exhibit C, Special Conditions. 3. The provisions of the other sections of the main body of this Agreement. 4. Exhibit B, Grant Requirements. 5. Exhibit D, Statement of Work. 6. Exhibit E, Budget.	

Grantee: City of Pueblo
 Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

FEDERAL AWARD(S) APPLICABLE TO THIS GRANT AWARD

Federal Award Office	U.S. Department of Justice (US DOJ), Office of Justice Programs, Bureau of Justice Assistance
Grant Program	Justice Assistance Grant
CFDA	16.738 - Edward Byrne Memorial Justice Assistance Grant Program
Federal Award Number(s)	15PBJA-21-GG-00239-MUMU
Federal Award Date	09/22/2021
Federal Award End Date *	09/30/2024
Federal Statutory Authority	This project is supported under FY21(BJA - JAG State and JAG Local) Title I of Pub. L. No. 90-351 (generally codified at 34 U.S.C. 10151-10726), including subpart 1 of part E (codified at 34 U.S.C. 10151 - 10158); see also 28 U.S.C. 530C(a)
Total Amount of Federal Award (this is not the amount of this grant agreement)	\$3,281,633

* The Federal Award End Date is current at the time of this award. All federal funds are subject to availability as described in §2 and §5 below.

Grantee: City of Pueblo
 Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

SIGNATURE PAGE

THE SIGNATORIES LISTED BELOW AUTHORIZE THIS GRANT

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 City of Pueblo _____ By: Nicholas A. Gradisar, Mayor Date: _____	STATE OF COLORADO Jared S. Polis, Governor Department of Public Safety Stan Hilkey, Executive Director _____ By: : Division of Criminal Justice ☐ Joe Thome, Director, or ☒ Debbie Oldenettel, Deputy Director Date: _____
In accordance with §24-30-202, C.R.S., this Agreement is not valid until signed and dated below by the State Controller or an authorized delegate. STATE CONTROLLER Robert Jaros, CPA, MBA, JD By: Lyndsay J. Clelland, Contract and Grant Coordinator, Division of Criminal Justice Effective Date: _____	

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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, Federal or other funds used for this 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.

C. 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. **"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. **“Federal Award”** means an award of Federal financial assistance or a cost-reimbursement contract under the Federal Acquisition Regulations by a Federal Awarding Agency to the Recipient. “Federal Award” also means an agreement setting forth the terms and conditions of the Federal Award. The term does not include payments to a contractor or payments to an individual that is a beneficiary of a Federal program.
- L. **“Federal Awarding Agency”** means a Federal agency providing a Federal Award to a Recipient. See Federal Award(s) Applicable to this Grant.
- M. **“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.
- N. **“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.
- O. **“Initial Term”** means the time period between the Grant Issuance Date and the Grant Expiration Date.
- P. **“Matching Funds”** means the funds provided Grantee as a match required to receive the Grant Funds.
- Q. **“Party”** means the State or Grantee, and “Parties” means both the State and Grantee.
- R. **“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.
- S. **“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.
- T. **“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.
- U. **“Recipient”** means the State Agency shown on the first page of this Grant Award Letter, for the purposes of the Federal Award.
- V. **“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.

- W. **“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.
- X. **“State Fiscal Rules”** means the fiscal rules promulgated by the Colorado State Controller pursuant to §24-30-202(13)(a), C.R.S.
- Y. **“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.
- Z. **“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.
- AA. **“Sub-Award”** means this grant by the State (a Recipient) to Grantee (a Subrecipient) funded in whole or in part by a Federal Award. The terms and conditions of the Federal Award flow down to this Sub-Award unless the terms and conditions of the Federal Award specifically indicate otherwise.
- BB. **“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.
- CC. **“Subgrantee”** means third-parties, if any, engaged by Grantee or Subgrantee 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/subrecipients that do not include procurement transactions.
- DD. **“Subrecipient”** means a state, local government, Indian tribe, institution of higher education (IHE), or nonprofit organization 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 Grant, Grantee is a Subrecipient.
- EE. **“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.
- FF. **“Uniform Guidance”** means the Office of Management and Budget Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, 2 CFR Part 200, commonly known as the “Super Circular, which supersedes requirements from OMB

Circulars A-21, A-87, A-110, A-122, A-89, A-102, and A-133, and the guidance in Circular A-50 on Single Audit Act follow-up.

GG. “**Work**” means the delivery of the Goods and performance of the Services described in this Grant Award Letter.

HH. “**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** and **Exhibit F**. 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 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; provided, however, that Work performed and expenses incurred by Grantee before the Grant Issuance Date that are chargeable to an active Federal Award may be submitted for reimbursement as permitted by the terms of the Federal Award.

B. Federal Recovery

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

C. Matching Funds

Grantee shall provide the Local Match Amount shown on the first page of this Grant Award Letter and described in **Exhibit F**. Grantee shall appropriate and allocate all Local Match Amounts to the purpose of this Grant Award Letter. Grantee does not by accepting this Grant Award Letter irrevocably pledge present cash reserves for payments in future fiscal years, and this Grant Award Letter is not intended to create a multiple-fiscal year debt of Grantee.

Grantee: City of Pueblo
 Project: 3D FARO Scanner Technology

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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 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 written 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 reimburse Grantee for the Federal share of properly documented allowable costs related to the Work after the State's review and approval thereof, subject to the provisions of this Grant. 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).

E. 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 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 1 year and 90 days after the Grant Expiration Date 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. 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.E**, 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 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 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 required by the Uniform Guidance, 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 the subcontract or subgrant entered into by Grantee shall contain provisions permitting both Grantee and the State to perform all monitoring of that subcontractor or subgrantee in accordance with the Uniform Guidance, and other State procedure.

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 Subgrantee 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 publicly 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 and 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 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

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

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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 or any terms of the Federal Award, 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.

12. DISPUTE RESOLUTION

Except as herein specifically provided otherwise or as required or permitted by federal regulations related to any Federal Award that provided any of the Grant Funds, 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 Subgrantees or 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.

D. Modification

The State may modify the terms and conditions of this Grant by issuance of an updated Grant Award Letter, which shall be effective if Grantee accepts Grant Funds following receipt of the updated letter. The Parties may also agree to modification of the terms and conditions of the Grant in a formal amendment to this Grant, properly executed and approved in accordance with applicable Colorado State law and State Fiscal Rules.

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 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. 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.

L. 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: 3D FARO Scanner Technology

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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: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

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: _____ 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: _____

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: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

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: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

EXHIBIT C, SPECIAL CONDITIONS

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to this Agreement and must be passed on to subgrant award recipients.

The following Special Conditions documents, if checked, are incorporated herein.

☒ 2021 Federal Requirements

Grantee: City of Pueblo

Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

EXHIBIT D, STATEMENT OF WORK

The Statement of Work contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

EXHIBIT E, BUDGET

The Budget and Budget Narrative contained within the DocuSign Envelope is incorporated herein.

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

EXHIBIT F, FEDERAL REQUIREMENTS

The following federal requirements are imposed by the Federal sponsoring agency concerning special requirements of law. These requirements apply to this Agreement and must be passed on to subgrants and subcontractors.

The following federal requirements documents, if checked, are incorporated herein.

☒ 2021 Federal Requirements

2021 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

2021 – Edward Byrne Memorial Justice Assistance Grant Program (JAG) Special Conditions

The following program specific requirements are imposed by the Federal sponsoring agency concerning special requirements of law, program requirements, and other administrative requirements. These requirements apply to Grantees and must be passed on to subgrant award recipients.

1. Use of Program Income

Program income (as defined in the Part 200 Uniform Requirements) must be used in accordance with the provisions of the Part 200 Uniform Requirements. Program income earnings and expenditures both must be reported on the quarterly Program Income Report (DCJ Form 1-B).

2. Justice Information Sharing

In order to promote information sharing and enable interoperability among disparate systems across the justice and public safety community, the grantee (and any subgrantee at any tier) must comply with DOJ's Global Justice Information Sharing Initiative (DOJ's Global) guidelines and recommendations for this particular award. The grantee shall conform to the Global Standards Package (GSP) and all constituent elements, where applicable, as described at: https://it.ojp.gov/gsp_grantcondition. The grantee shall document planned approaches to information sharing and describe compliance to the GSP and appropriate privacy policy that protects shared information, or provide detailed justification for why an alternative approach is recommended.

3. Avoidance of duplication of networks

To avoid duplicating existing networks or IT systems in any initiatives funded by BJA for law enforcement information sharing systems which involve interstate connectivity between jurisdictions, such systems shall employ, to the extent possible, existing networks as the communication backbone to achieve interstate connectivity, unless the grantee can demonstrate to the satisfaction of DCJ and/or BJA that this requirement would not be cost effective or would impair the functionality of an existing or proposed IT system.

4. Compliance with 28 C.F.R. Part 23

With respect to any information technology system funded or supported by funds under this award, the grantee (and any subgrantee at any tier) must comply with 28 C.F.R. Part 23, Criminal Intelligence Systems Operating Policies, if DCJ and/ or OJP determines this regulation to be applicable. Should DCJ or OJP determine 28 C.F.R. Part 23 to be applicable, DCJ and/or OJP may, at its discretion, perform audits of the system, as per the regulation. Should any violation of 28 C.F.R. Part 23 occur, the grantee may be fined as per 42 U.S.C. 3789g(c)-(d). The grantee may not satisfy such a fine with federal funds.

5. Protection of human research subjects

The grantee (and any subgrantee at any tier) must comply with the requirements of 28 C.F.R. Part 46 and all OJP policies and procedures regarding the protection of human research subjects, including obtainment of Institutional Review Board approval, if appropriate, and subject informed consent.

6. Confidentiality of data

The grantee (and any subgrantee at any tier) must comply with all confidentiality requirements of 42 U.S.C. 3789g and 28 C.F.R. Part 22 that are applicable to collection, use, and revelation of data or

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information. The grantee further agrees, as a condition of award approval, to submit a Privacy Certificate that is in accord with requirements of 28 C.F.R. Part 22 and, in particular, 28 C.F.R. 22.23.

7. Law enforcement task forces - required training

Within 120 days of award acceptance, each current member of a law enforcement task force funded with award funds who is a task force commander, agency executive, task force officer, or other task force member of equivalent rank, must complete required online (internet-based) task force training. Additionally, all future task force members must complete this training once during the period of performance for this award, or once every four years if multiple OJP awards include this requirement. The required training is available free of charge online through the BJA-funded Center for Task Force Integrity and Leadership (www.ctfli.org). The training addresses task force effectiveness, as well as other key issues including privacy and civil liberties/rights, task force performance measurement, personnel selection, and task force oversight and accountability. If award funds are used to support a task force, the grantee must compile and maintain a task force personnel roster, along with course completion certificates. Additional information regarding the training is available through BJA's web site and the Center for Task Force Integrity and Leadership (www.ctfli.org).

8. Compliance with National Environmental Policy Act and related statutes

Upon request, the grantee (and any subgrantee at any tier) must assist DCJ and/or BJA in complying with the National Environmental Policy Act (NEPA), the National Historic Preservation Act, and other related federal environmental impact analyses requirements in the use of these award funds, either directly by the grantee or by a subgrantee. Accordingly, the grantee agrees to first determine if any of the following activities will be funded by the grant, prior to obligating funds for any of these purposes. If it is determined that any of the following activities will be funded by the award, the grantee agrees to contact DCJ.

The grantee understands that this condition applies to new activities as set out below, whether or not they are being specifically funded with these award funds. That is, as long as the activity is being conducted by the grantee, a subgrantee, or any third party, and the activity needs to be undertaken in order to use these award funds, this condition must first be met. The activities covered by this condition are:

- a. New construction;
- b. Minor renovation or remodeling of a property located in an environmentally or historically sensitive area, including properties located within a 100-year flood plain, a wetland, or habitat for endangered species, or a property listed on or eligible for listing on the National Register of Historic Places;
- c. A renovation, lease, or any proposed use of a building or facility that will either (a) result in a change in its basic prior use or (b) significantly change its size;
- d. Implementation of a new program involving the use of chemicals other than chemicals that are (a) purchased as an incidental component of a funded activity and (b) traditionally used, for example, in office, household, recreational, or education environments; and
- e. Implementation of a program relating to clandestine methamphetamine laboratory operations, including the identification, seizure, or closure of clandestine methamphetamine laboratories.

The grantee understands and agrees that complying with NEPA may require the preparation of an Environmental Assessment and/or an Environmental Impact Statement, as directed by BJA.

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The grantee further understands and agrees to the requirements for implementation of a Mitigation Plan, as detailed at <https://bja.gov/Funding/nepa.html>, for programs relating to methamphetamine laboratory operations.

Application of This Condition to Grantee's Existing Programs or Activities: For any of the grantee's or its subgrantees' existing programs or activities that will be funded by these award funds, the grantee, upon specific request from DCJ and/or BJA, agrees to cooperate with DCJ and/or BJA in any preparation by DCJ and/or BJA of a national or program environmental assessment of that funded program or activity.

9. Submission of eligible records relevant to the National Instant Background Check System

Consonant with federal statutes that pertain to firearms and background checks -- including 18 U.S.C. 922 and 34 U.S.C. ch. 409 -- if the recipient (or any subrecipient at any tier) uses this award to fund (in whole or in part) a specific project or program (such as a law enforcement, prosecution, or court program) that results in any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the National Instant Background Check System (NICS), or that has as one of its purposes the establishment or improvement of records systems that contain any court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS, the recipient (or subrecipient, if applicable) must ensure that all such court dispositions, information, or other records that are "eligible records" (under federal or State law) relevant to the NICS are promptly made available to the NICS or to the "State" repository/database that is electronically available to (and accessed by) the NICS, and -- when appropriate -- promptly must update, correct, modify, or remove such NICS relevant "eligible records".

In the event of minor and transitory non-compliance, the recipient may submit evidence to demonstrate diligent monitoring of compliance with this condition (including subrecipient compliance). DOJ will give great weight to any such evidence in any express written determination regarding this condition.

10. Prohibition on use of award funds for match under BVP program

JAG funds may not be used as the 50% match for purposes of the DOJ Bulletproof Vest Partnership (BVP) program.

11. Certification of body armor "mandatory wear" policies

The grantee agrees to submit a signed certification that all law enforcement agencies receiving body armor purchased with funds from this award have a written "mandatory wear" policy in effect. The grantee must keep signed certifications on file for any subgrantees planning to utilize funds from this award for ballistic-resistant and stab-resistant body armor purchases. This policy must be in place for at least all uniformed officers before any funds from this award may be used by an agency for body armor. There are no requirements regarding the nature of the policy other than it be a mandatory wear policy for all uniformed officers while on duty.

12. Body armor - compliance with NIJ standards

Ballistic-resistant and stab-resistant body armor purchased with JAG award funds may be purchased at any threat level, make or model, from any distributor or manufacturer, as long as the body armor has been tested and found to comply with applicable National Institute of Justice ballistic or stab standards and is listed on the NIJ Compliant Body Armor Model List (<https://nij.gov/topics/technology/body-armor/Pages/compliant-ballistic-armor.aspx>). In addition, ballistic-resistant and stab-resistant body armor purchased must be made in the United States and

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must be uniquely fitted, as set forth in 34 U.S.C. 10202(c)(1)(A). The latest NIJ standard information can be found here: <https://nij.gov/topics/technology/body-armor/pages/safety-initiative.aspx>.

13. Reporting requirements

The grantee must submit quarterly Financial Reports (DCJ Form 1-A) and Narrative Reports (DCJ Form 2Q), and a Final Narrative Report (DCJ Form 2F). A Final Financial Report (DCJ Form 1-A), may be required if the final expenditures are not included in the last quarterly financial report. DCJ will compile grantee data and report to OJP. Consistent with the Department's responsibilities under the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, the grantee must provide data that measure the results of its work. Grantee's failure to submit required JAG reports by established deadlines may result in the freezing of grant funds and future High Risk designation.

14. Required data on law enforcement agency training

Any law enforcement agency receiving direct or sub-awarded funding from this JAG award must submit quarterly accountability metrics data related to training that officers have received on the use of force, racial and ethnic bias, de-escalation of conflict, and constructive engagement with the public.

15. Expenditures prohibited without waiver

No funds under this award may be expended on the purchase of items prohibited by the JAG program statute, unless, as set forth at 34 U.S.C. 10152, the BJA Director certifies that extraordinary and exigent circumstances exist, making such expenditures essential to the maintenance of public safety and good order.

16. Use of funds for DNA testing

If award funds are used for DNA testing of evidentiary materials, any resulting eligible DNA profiles must be uploaded to the Combined DNA Index System ("CODIS," the DNA database operated by the FBI) by a government DNA laboratory with access to CODIS. No profiles generated under this award may be entered or uploaded into any non-governmental DNA database without prior express written approval from BJA. Award funds may not be used for the purchase of DNA equipment and supplies unless the resulting DNA profiles may be accepted for entry into CODIS. Booking agencies should work with their state CODIS agency to ensure all requirements are met for participation in Rapid DNA (see National Rapid DNA Booking Operational Procedures Manual).

Grantee: City of Pueblo
 Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

EXHIBIT D – STATEMENT OF WORK

Project Summary:

JAG funds will be used by the City of Pueblo Police Department for a five-day user training on the 3D FARO scanner. This new technology gives the agency the ability to collect specific, accurate, and detailed measurements from crime scenes and fatal crash sites that can be used to aide in successful prosecutions and or exonerations. At the same time, the need to use manual techniques and diagraming equipment will be minimized and the time spent for the collection of such data will be reduced.

Project Plan:

Funds will be used to train a team of staff to operate a FARO 3D system, which is the make and model that may be borrowed from other law enforcement agencies. The system will be used to recreate crime scenes (approximately 16 homicides annually; 4 officer involved shootings; P.C.S.O. Deputies O.I.S. Incidents, and 15 fatal traffic accidents annually). While these statistics represent a few hundred people per year, they indirectly affect the fair and just system of our entire community.

Our timeline is simple: budget and appropriate funds as soon as they are awarded, schedule the training, and begin deployment of the technology.

Training will be provided by the FARO system vendor. The Chief of Police will plan for the five-day user-training; extra labor needed to cover staff who are in training will be absorbed in to the department's budget.

The Chief has designated Sergeant Stephen Jesik of local CSI to take the lead on the project and will have responsibility to plan and execute all steps involved. Evaluation of implementation will be straight-forward - evaluation of its impact is described in the Outcomes section of this application.

Goals & Outcomes:

GOAL 1	
Goal 1	Eliminate dependency on other agencies to rely on their staff to operate a borrowed FARO camera system
Outcome 1.1	
Outcome	PPD staff will attend FARO training
Measurement	Training records
Timeframe	Immediately after equipment training
Outcome 1.2	
	A MOU between PCSO and PPD will be completed to allow PPD to use camera without oversight by PCSO
Measurement	Completed MOU
Timeframe	Immediately. MOU completed prior to 12/31/22

Grantee: City of Pueblo
 Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

Exhibit E – Budget

	Grant Funds	Match Funds	Project Total
Personnel	\$0	\$0	\$0
Supplies & Operating	\$10,000	\$0	\$10,000
Travel	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Consultants / Contracts	\$0	\$0	\$0
Indirect	\$0	\$0	\$0
Total	\$10,000	\$0	\$10,000

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)
N/A	\$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		
3D FARO Scanner Training	10,000	Training for PPD team to operate FARO 3D camera system
Supplies & Operating Total	\$10,000	
TRAVEL		
N/A	\$0	
Travel Total	\$0	
EQUIPMENT		
N/A	\$0	
Equipment Total	\$0	
CONSULTANTS/CONTRACTS (PROFESSIONAL SERVICES)		
N/A	\$0	
Consultants/Contracts Total	\$0	

Grantee: City of Pueblo
Project: 3D FARO Scanner Technology

DCJ Grant #: 2021-JI-22-01-20-1

INDIRECT	
N/A	\$0
Indirect Total	\$0
Total Non-Personnel	\$10,000

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1. APPLICABILITY

The Division of Criminal Justice (DCJ) issues federal grants from two Department of Justice (DOJ) offices: the Office of Justice Programs (OJP) and the Office on Violence Against Women (OVW). All awards conditions set out below apply to both OJP and OVW funded grants, with the exception of the conditions labelled as: "Recipients of OVW grant dollars only" which only apply to OVW funded awards.

References to the DOJ apply to both OJP and OVW funded grants.

Individual awards will also include special conditions. Those additional conditions may relate to the particular statute, program, or solicitation under which the award is made; to the substance of the funded application; to the subrecipient's performance under other federal awards; to the subrecipient's legal status (e.g., as a for-profit entity); or to other pertinent considerations.

2. RECIPIENT

For the purposes of this document, the term "recipient" refers to the Legal Entity Name listed on the Division of Criminal Justice (DCJ) Grant Award Document issued to a grantee receiving federal grants funds from DCJ. The term Recipient and Grantee are used interchangeable within this Exhibit.

3. ENSURING COMPLIANCE OF SUBGRANTEES (SUBRECIPIENTS)

Grantee is responsible for notifying any subgrantee (subrecipient), issued under this grant, of all provisions herein. Grantee is responsible for monitoring any subgrantee (subrecipient) for compliance all the provisions herein.

4. GENERAL CONDITIONS

A. Requirements of the award; incorporation by reference; remedies for non-compliance or for materially false statements

The conditions of this award are material requirements of the award. Compliance with any certifications or assurances submitted by or on behalf of the recipient that relate to conduct during the period of performance also is a material requirement of this award.

OJP Awards Only: Limited Exceptions. In certain special circumstances, the U.S. Department of Justice ("DOJ") may determine that it will not enforce, or enforce only in part, one or more requirements otherwise applicable to the award. Any such exceptions regarding enforcement, including any such exceptions made during the period of performance, are (or will be during the period of performance) set out through the Office of Justice Programs ("OJP") webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm), and incorporated by reference into the award.

By signing and accepting this award on behalf of the recipient, the authorized recipient official accepts all material requirements of the award, and specifically adopts, as if personally executed by the authorized recipient official, all assurances or certifications submitted by or on behalf of the recipient that relate to conduct during the period of performance.

Federal Awards issued from 2021 Federal Grant Funds

Failure to comply with any one or more of these award requirements -- whether a condition set out in full below, a condition incorporated by reference below, or a certification or assurance related to conduct during the award period -- may result in the Division of Criminal Justice (DCJ), Office of Justice Programs ("OJP") or Office on Violence Against Women ("OVW") taking appropriate action with respect to the recipient and the award. Among other things, the Department of Justice "DOJ" may withhold award funds, disallow costs, or suspend or terminate the award. DOJ, including OJP, and DCJ also may take other legal action as appropriate.

Any materially false, fictitious, or fraudulent statement to the federal government related to this award (or concealment or omission of a material fact) may be the subject of criminal prosecution (including under 18 U.S.C. 1001 and/or 1621, and/or 34 U.S.C. 10271-10273), and also may lead to imposition of civil penalties and administrative remedies for false claims or otherwise (including under 31 U.S.C. 3729-3730 and 3801-3812).

Should any provision of a requirement of this award be held to be invalid or unenforceable by its terms, that provision shall first be applied with a limited construction so as to give it the maximum effect permitted by law. Should it be held, instead, that the provision is utterly invalid or -unenforceable, such provision shall be deemed severable from this award.

B. Applicability of Part 200 Uniform Requirements

The Uniform Administrative Requirements, Cost Principles, and Audit Requirements in 2 C.F.R. Part 200, as adopted and supplemented by DOJ in 2 C.F.R. Part 2800 (together, the "Part 200 Uniform Requirements") apply to this FY 2021 award from OJP.

The Part 200 Uniform Requirements were first adopted by DOJ on December 26, 2014. If this FY 2021 award supplements funds previously awarded by OJP under the same award number (e.g., funds awarded during or before December 2014), the Part 200 Uniform Requirements apply with respect to all funds under that award number (regardless of the award date, and regardless of whether derived from the initial award or a supplemental award) that are obligated on or after the acceptance date of this FY 2021 award.

For more information and resources on the Part 200 Uniform Requirements as they relate to OJP awards and subawards ("subgrants"), see the OJP website at <https://ojp.gov/funding/Part200UniformRequirements.htm>.

Record retention and access: Records pertinent to the award that the recipient (and any subrecipient ("subgrantee") at any tier) must retain -- typically for a period of 3 years from the date of submission of the final expenditure report (SF 425), unless a different retention period applies -- and to which the recipient (and any subrecipient ("subgrantee") at any tier) must provide access, include performance measurement information, in addition to the financial records, supporting documents, statistical records, and other pertinent records indicated at 2 C.F.R. 200.333.

In the event that an award-related question arises from documents or other materials prepared or distributed by OJP that may appear to conflict with, or differ in some way from, the provisions of the Part 200 Uniform Requirements, the recipient is to contact DCJ promptly for clarification.

Federal Awards issued from 2021 Federal Grant Funds**C. Compliance with DOJ Grants Financial Guide**

The recipient agrees to comply with the current edition of the DOJ Grants Financial Guide as posted on the OVW website, including any updated version that may be posted during the period of performance. References to the DOJ Grants Financial Guide are to the DOJ Grants Financial Guide as posted on the OJP website (currently, the "DOJ Grants Financial Guide" available at <https://ojp.gov/financialguide/DOJ/index.htm>), including any updated version that may be posted during the period of performance.

D. Reclassification of various statutory provisions to a new Title 34 of the United States Code

On September 1, 2017, various statutory provisions previously codified elsewhere in the U.S. Code were editorially reclassified (that is, moved and renumbered) to a new Title 34, entitled "Crime Control and Law Enforcement." The reclassification encompassed a number of statutory provisions pertinent to DOJ awards (that is, DOJ grants and cooperative agreements), including many provisions previously codified in Title 42 of the U.S. Code.

Effective as of September 1, 2017, any reference in this award document to a statutory provision that has been reclassified to the new Title 34 of the U.S. Code is to be read as a reference to that statutory provision as reclassified to Title 34. This rule of construction specifically includes references set out in award conditions, references set out in material incorporated by reference through award conditions, and references set out in other award requirements.

E. Requirements related to "de minimis" indirect cost rate

A recipient that is eligible under the Part 200 Uniform Requirements and other applicable law to use the "de minimis" indirect cost rate described in 2 C.F.R. 200.414(f), and that elects to use the "de minimis" indirect cost rate must comply with all associated requirements in the Part 200 Uniform Requirements. The "de minimis" rate may be applied only to modified total direct costs (MTDC) as defined by the Part 200 Uniform Requirements

F. Requirement to report potentially duplicative funding

If the recipient currently has other active awards of federal funds, or if the recipient receives any other award of federal funds during the period of performance for this award, the recipient promptly must determine whether funds from any of those other federal awards have been, are being, or are to be used (in whole or in part) for one or more of the identical cost items for which funds are provided under this award. If so, the recipient must promptly notify DCJ in writing of the potential duplication, and, if so requested by DCJ, must seek a budget-modification and change-of-project to eliminate any inappropriate duplication of funding.

G. Requirements related to System for Award Management and Universal Identifier Requirements/Unique Entity Identifiers

The recipient must comply with applicable requirements regarding the System for Award Management (SAM), currently accessible at <https://www.sam.gov/SAM/>. This includes

Federal Awards issued from 2021 Federal Grant Funds

applicable requirements regarding registration with SAM, as well as maintaining the currency of information in SAM.

DCJ must comply with applicable restrictions on subawards Grantees, including restrictions on subawards to entities that do not acquire and provide (to the recipient) the unique entity identifier required for SAM registration.

The details of DCJ's obligations related to SAM and to unique entity identifiers are posted on the OJP web site at <https://ojp.gov/funding/Explore/SAM.htm> (Award condition: System for Award Management (SAM) and Universal Identifier Requirements), and are incorporated by reference here.

This condition does not apply to an award to an individual who received the award as a natural person (i.e., unrelated to any business or non-profit organization that he or she may own or operate in his or her name).

H. Employment eligibility verification for hiring under the award

1. The recipient (and any subrecipient at any tier) must—
 - a. Ensure that, as part of the hiring process for any position within the United States that is or will be funded (in whole or in part) with award funds, the recipient (or any subrecipient) properly verifies the employment eligibility of the individual who is being hired, consistent with the provisions of 8 U.S.C. 1324a(a)(1).
 - b. Notify all persons associated with the recipient (or any subrecipient) who are or will be involved in activities under this award of both —
 - (1) this award requirement for verification of employment eligibility, and
 - (2) the associated provisions in 8 U.S.C. 1324a(a)(1) that, generally speaking, make it unlawful, in the United States, to hire (or recruit for employment) certain aliens.
 - c. Provide training (to the extent necessary) to those persons required by this condition to be notified of the award requirement for employment eligibility verification and of the associated provisions of 8 U.S.C. 1324a(a)(1).
 - d. As part of the recordkeeping for the award (including pursuant to the Part 200 Uniform Requirements), maintain records of all employment eligibility verifications pertinent to compliance with this award condition in accordance with Form I-9 record retention requirements, as well as records of all pertinent notifications and trainings.
2. Monitoring

The recipient's monitoring responsibilities include monitoring of subrecipient compliance with this condition.
3. Allowable costs

To the extent that such costs are not reimbursed under any other federal program, award funds may be obligated for the reasonable, necessary, and allocable costs (if any) of actions designed to ensure compliance with this condition.

Federal Awards issued from 2021 Federal Grant Funds**4. Rules of construction****a. Staff involved in the hiring process**

For purposes of this condition, persons "who are or will be involved in activities under this award" specifically includes (without limitation) any and all recipient (or any subrecipient) officials or other staff who are or will be involved in the hiring process with respect to a position that is or will be funded (in whole or in part) with award funds.

b. Employment eligibility confirmation with E-Verify

For purposes of satisfying the requirement of this condition regarding verification of employment eligibility, the recipient (or any subrecipient) may choose to participate in, and use, E-Verify (www.e-verify.gov), provided an appropriate person authorized to act on behalf of the recipient (or subrecipient) uses E-Verify (and follows the proper E-Verify procedures, including in the event of a "Tentative Nonconfirmation" or a "Final Nonconfirmation") to confirm employment eligibility for each hiring for a position in the United States that is or will be funded (in whole or in part) with award funds.

c. "United States" specifically includes the District of Columbia, Puerto Rico, Guam, the Virgin Islands of the United States, and the Commonwealth of the Northern Mariana Islands.**d. Nothing in this condition shall be understood to authorize or require any recipient, any subrecipient at any tier, or any person or other entity, to violate any federal law, including any applicable civil rights or nondiscrimination law.****e. Nothing in this condition, including in paragraph 4.b., shall be understood to relieve any recipient, any subrecipient at any tier, or any person or other entity, of any obligation otherwise imposed by law, including 8 U.S.C. 1324a(a)(1).**

Questions about E-Verify should be directed to DHS. For more information about E-Verify visit the E-Verify website (<https://www.e-verify.gov/>) or email E-Verify at E-Verify@dhs.gov. E-Verify employer agents can email E-Verify at E-VerifyEmployerAgent@dhs.gov.

Questions about the meaning or scope of this condition should be directed to DCJ, before award acceptance.

I. Requirement to report actual or imminent breach of personally identifiable information (PII)

The recipient (and any "subrecipient" at any tier) must have written procedures in place to respond in the event of an actual or imminent "breach" (OMB M-17-12) if it (or a subrecipient) -- (1) creates, collects, uses, processes, stores, maintains, disseminates, discloses, or disposes of "Personally Identifiable Information (PII)" (2 CFR 200.1) within the scope of an DOJ grant-funded program or activity, or (2) uses or operates a "Federal information system" (OMB Circular A-130). The recipient's breach procedures must include a requirement to report actual or imminent breach of PII to an DOJ Program Manager no later than 24 hours after an occurrence of an actual breach, or the detection of an imminent breach.

Federal Awards issued from 2021 Federal Grant Funds**J. All subawards ("subgrants") and contracts must have DCJ authorization**

The recipient, and any subrecipient ("subgrantee") at any tier, must receive approval from DCJ prior to issuing a subaward or a procurement contract under this award.

K. Specific post-award approval required to use a noncompetitive approach in any procurement contract

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements to obtain specific advance approval to use a noncompetitive approach in any procurement contract. This condition applies to agreements that -- for purposes of federal grants administrative requirements -- OJP or OVW considers a procurement "contract" (and therefore does not consider a subaward).

L. Requirements pertaining to prohibited conduct related to trafficking in persons (including reporting requirements and DOJ or DCJ authority to terminate award)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements (including requirements to report allegations) pertaining to prohibited conduct related to the trafficking of persons, whether on the part of recipients, subrecipients ("subgrantees"), or individuals defined (for purposes of this condition) as "employees" of the recipient or of any subrecipient.

The details of the recipient's obligations related to prohibited conduct related to trafficking in persons are posted on the OJP web site at <https://ojp.gov/funding/Explore/ProhibitedConduct-Trafficking.htm> and the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Prohibited conduct by recipients and subrecipients related to trafficking in persons (including reporting requirements and DOJ authority to terminate award)), and are incorporated by reference here.

M. Determination of suitability to interact with participating minors

SCOPE. This condition applies to this award if it is indicated -- in the application for the award (as approved by DOJ) (or in the application for any subaward at any tier), the DOJ funding announcement (solicitation), or an associated federal statute -- that a purpose of some or all of the activities to be carried out under the award (whether by the recipient, or a subrecipient at any tier) is to benefit a set of individuals under 18 years of age.

The recipient, and any subrecipient at any tier, must make determinations of suitability before certain individuals may interact with participating minors. This requirement applies regardless of an individual's employment status.

The details of this requirement are posted on the OJP web site at <https://ojp.gov/funding/Explore/Interact-Minors.htm> and OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award condition: Determination of suitability required, in advance, for certain individuals who may interact with participating minors), and are incorporated by reference here.

Federal Awards issued from 2021 Federal Grant Funds**N. Compliance with applicable rules regarding approval, planning, and reporting of conferences, meetings, trainings, and other events**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable laws, regulations, policies, and official DOJ guidance (including specific cost limits, prior approval and reporting requirements, where applicable) governing the use of federal funds for expenses related to conferences (as that term is defined by DOJ), including the provision of food and/or beverages at such conferences, and costs of attendance at such conferences.

Information on the pertinent DOJ definition of conferences and the rules applicable to this award appears in the DOJ Grants Financial Guide (currently, as section 3.10 of "Postaward Requirements" in the "DOJ Grants Financial Guide").

Recipients of OVW grant dollars only: Additional information on the pertinent to this award appears on the OVW website at <https://www.justice.gov/ovw/conference-planning>.

O. Requirement for data on performance and effectiveness under the award

The recipient must collect and maintain data that measure the performance and effectiveness of work under this award. The data must be provided to DCJ and/or DOJ in the manner (including within the timeframes) specified by DCJ in the program solicitation or other applicable written guidance. Data collection supports compliance with the Government Performance and Results Act (GPRA) and the GPRA Modernization Act of 2010, and other applicable laws.

P. Training Guiding Principles

Any training or training materials that the recipient -- or any subrecipient ("subgrantee") at any tier -- develops or delivers with DOJ award funds must adhere to the OJP Training Guiding Principles for Grantees and Subgrantees, available at <https://ojp.gov/funding/Implement/TrainingPrinciplesForGrantees-Subgrantees.htm>, or the OVW Training Guiding Principles for Grantees and Subgrantees, available at <https://www.justice.gov/ovw/resources-and-faqs-grantees#Discretionary>.

Q. Effect of failure to address audit issues

The recipient understands and agrees that the DCJ or the DOJ awarding agency (OJP or OVW, as appropriate) may withhold award funds, or may impose other related requirements, if (as determined by the DCJ or DOJ awarding agency) the recipient does not satisfactorily and promptly address outstanding issues from audits required by the Part 200 Uniform Requirements (or by the terms of this award), or other outstanding issues that arise in connection with audits, investigations, or reviews of DOJ awards.

R. Potential imposition of additional requirements

The recipient agrees to comply with any additional requirements that may be imposed by the DCJ during the period of performance for this award, if the recipient is designated as "high-risk" for purposes of the DCJ high-risk grantee list.

Federal Awards issued from 2021 Federal Grant Funds**S. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 42**

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 42, specifically including any applicable requirements in Subpart E of 28 C.F.R. Part 42 that relate to an equal employment opportunity program.

T. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 54

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 54, which relates to nondiscrimination on the basis of sex in certain "education programs."

U. Compliance with DOJ regulations pertaining to civil rights and nondiscrimination - 28 C.F.R. Part 38

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable requirements of 28 C.F.R. Part 38 (as may be applicable from time to time), specifically including any applicable requirements regarding written notice to program beneficiaries and prospective program beneficiaries.

Currently, among other things, 28 C.F.R. Part 38 includes rules that prohibit specific forms of discrimination on the basis of religion, a religious belief, a refusal to hold a religious belief, or refusal to attend or participate in a religious practice. Part 38, currently, also sets out rules and requirements that pertain to recipient and subrecipient ("subgrantee") organizations that engage in or conduct explicitly religious activities, as well as rules and requirements that pertain to recipients and subrecipients that are faith-based or religious organizations.

The text of 28 C.F.R. Part 38 is available via the Electronic Code of Federal Regulations (currently accessible at <https://www.ecfr.gov/cgi-bin/ECFR?page=browse>), by browsing to Title 28-Judicial Administration, Chapter 1, Part 38, under e-CFR "current" data.

V. Restrictions on "lobbying" and policy development

In general, as a matter of federal law, federal funds awarded by DOJ may not be used by the grantee, or any subrecipient ("subgrantee") at any tier, either directly or indirectly, to support or oppose the enactment, repeal, modification, or adoption of any law, regulation, or policy, at any level of government. See 18 U.S.C. 1913. (There may be exceptions if an applicable federal statute specifically authorizes certain activities that otherwise would be barred by law.)

Recipients of OVW grant dollars only:

The recipient, or any subrecipient ("subgrantee") may, however, use federal funds to collaborate with and provide information to federal, state, local, tribal and territorial public officials and agencies to develop and implement policies and develop and promote state, local, or tribal legislation or model codes designed to reduce or eliminate domestic violence, dating violence, sexual assault, and stalking (as those terms are defined in 34 U.S.C. § 12291(a)) when such collaboration and provision of

Federal Awards issued from 2021 Federal Grant Funds

information is consistent with the activities otherwise authorized under this grant program.

Another federal law generally prohibits federal funds awarded by DOJ from being used by the recipient, or any subrecipient at any tier, to pay any person to influence (or attempt to influence) a federal agency, a Member of Congress, or Congress (or an official or employee of any of them) with respect to the awarding of a federal grant or cooperative agreement, subgrant, contract, subcontract, or loan, or with respect to actions such as renewing, extending, or modifying any such award. See 31 U.S.C. 1352. Certain exceptions to this law apply, including an exception that applies to Indian tribes and tribal organizations.

Should any question arise as to whether a particular use of federal funds by a recipient (or subrecipient) would or might fall within the scope of these prohibitions, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ and the DOJ awarding agency (OJP or OVW, as appropriate).

W. Compliance with general appropriations-law restrictions on the use of federal funds (FY 2021)

The recipient, and any subrecipient ("subgrantee") at any tier, must comply with all applicable restrictions on the use of federal funds set out in federal appropriations statutes. Pertinent restrictions, including from various "general provisions" in the Consolidated Appropriations Act, 2021, are set out at <https://ojp.gov/funding/Explore/FY21AppropriationsRestrictions.htm>, <https://www.justice.gov/ovw/award-conditions>, and are incorporated by reference here.

Should a question arise as to whether a particular use of federal funds by a recipient (or a subrecipient) would or might fall within the scope of an appropriations-law restriction, the recipient is to contact DCJ for guidance, and may not proceed without the express prior written approval of DCJ.

X. Reporting potential fraud, waste, and abuse, and similar misconduct

The recipient and any subrecipients ("subgrantees") must promptly refer to the DOJ Office of the Inspector General (OIG) any credible evidence that a principal, employee, agent, subrecipient, contractor, subcontractor, or other person has, in connection with funds under this award -- (1) submitted a claim that violates the False Claims Act; or (2) committed a criminal or civil violation of laws pertaining to fraud, conflict of interest, bribery, gratuity, or similar misconduct.

Potential fraud, waste, abuse, or misconduct involving or relating to funds under this award should be reported to the OIG by--(1) online submission accessible via the OIG webpage at <https://oig.justice.gov/hotline/contact-grants.htm> (select "Submit Report Online"); (2) mail directed to: U.S. Department of Justice, Office of the Inspector General, Investigations Division, ATTN: Grantee Reporting, 950 Pennsylvania Ave., NW,

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Washington, DC 20530; and/or (3) by facsimile directed to the DOJ OIG Investigations Division (Attn: Grantee Reporting) at (202) 616-9881 (fax).

Additional information is available from the DOJ OIG website at <http://www.usdoj.gov/oig>.

Y. Restrictions and certifications regarding non-disclosure agreements and related matters

No recipient or subrecipient ("subgrantee") under this award, or entity that receives a procurement contract or subcontract with any funds under this award, may require any employee or contractor to sign an internal confidentiality agreement or statement that prohibits or otherwise restricts, or purports to prohibit or restrict, the reporting (in accordance with law) of waste, fraud, or abuse to an investigative or law enforcement representative of a federal department or agency authorized to receive such information.

The foregoing is not intended, and shall not be understood by the agency making this award, to contravene requirements applicable to Standard Form 312 (which relates to classified information), Form 4414 (which relates to sensitive compartmented information), or any other form issued by a federal department or agency governing the nondisclosure of classified information.

1. In accepting this award, the recipient —
 - a. represents that it neither requires nor has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and
 - b. certifies that, if it learns or is notified that it is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.
2. If the recipient does or is authorized under this award to make subawards ("subgrants"), procurement contracts, or both --
 - a. it represents that--
 - (1) it has determined that no other entity that the recipient's application proposes may or will receive award funds (whether through a subaward ("subgrant"), procurement contract, or subcontract under a procurement contract) either requires or has required internal confidentiality agreements or statements from employees or contractors that currently prohibit or otherwise currently restrict (or purport to

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prohibit or restrict) employees or contractors from reporting waste, fraud, or abuse as described above; and

(2) it has made appropriate inquiry, or otherwise has an adequate factual basis, to support this representation; and

- b. it certifies that, if it learns or is notified that any subrecipient, contractor, or subcontractor entity that receives funds under this award is or has been requiring its employees or contractors to execute agreements or statements that prohibit or otherwise restrict (or purport to prohibit or restrict), reporting of waste, fraud, or abuse as described above, it will immediately stop any further obligations of award funds to or by that entity, will provide prompt written notification to the federal agency making this award, and will resume (or permit resumption of) such obligations only if expressly authorized to do so by that agency.

Z. Compliance with 41 U.S.C. 4712 (including prohibitions on reprisal; notice to employees)

The recipient (and any subrecipient at any tier) must comply with, and is subject to, all applicable provisions of 41 U.S.C. 4712, including all applicable provisions that prohibit, under specified circumstances, discrimination against an employee as reprisal for the employee's disclosure of information related to gross mismanagement of a federal grant, a gross waste of federal funds, an abuse of authority relating to a federal grant, a substantial and specific danger to public health or safety, or a violation of law, rule, or regulation related to a federal grant.

The recipient also must inform its employees, in writing (and in the predominant native language of the workforce), of employee rights and remedies under 41 U.S.C. 4712.

Should a question arise as to the applicability of the provisions of 41 U.S.C. 4712 to this award, the grantee is to contact the DCJ for guidance.

AA. Encouragement of policies to ban text messaging while driving

Pursuant to Executive Order 13513, "Federal Leadership on Reducing Text Messaging While Driving," 74 Fed. Reg. 51225 (October 1, 2009), DOJ encourages recipients and subrecipients ("subgrantees") to adopt and enforce policies banning employees from text messaging while driving any vehicle during the course of performing work funded by this award, and to establish workplace safety policies and conduct education, awareness, and other outreach to decrease crashes caused by distracted drivers.

BB. Requirement to disclose whether recipient is designated "high risk" by a federal grant-making agency

If the recipient is designated "high risk" by a federal grant-making agency, currently or at any time during the course of the period of performance under this award, the recipient must disclose that fact and certain related information to DCJ. For purposes of this disclosure, high risk includes any status under which a federal awarding agency provides additional oversight due to the recipient's past performance, or other programmatic or financial concerns with the recipient. The recipient's disclosure must include the following: 1. The federal awarding agency that currently designates the recipient high risk, 2. The date the recipient was designated high risk, 3. The high-risk point of contact at that federal

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awarding agency (name, phone number, and email address), and 4. The reasons for the high-risk status, as set out by the federal awarding agency

CC. Right to examine documents

The grantee, and any subrecipient ("subgrantee") at any tier, must authorize the DCJ or DOJ awarding agency (OJP or OVW, as appropriate) and/or the Office of the Chief Financial Officer (OCFO), and its representatives, access to and the right to examine all records, books, paper, or documents related to this grant.

DD. Maintaining contact information

The grantee acknowledges that it is responsible for maintaining updated contact information in the Grants Management System (GMS). To update information in GMS for either the point of contact and/or the authorized representative, the grantee must submit a Change in Project Officials (DCJ Form 4-B).

EE. Recipient integrity and performance matters: Requirement to report information on certain civil, criminal, and administrative proceedings to SAM and FAPIIS

The recipient must comply with any and all applicable requirements regarding reporting of information on civil, criminal, and administrative proceedings connected with (or connected to the performance of) either this DOJ award or any other grant, cooperative agreement, or procurement contract from the federal government. Under certain circumstances, recipients of DOJ awards are required to report information about such proceedings, through the federal System for Award Management (known as "SAM"), to the designated federal integrity and performance system (currently, "FAPIIS").

The details of recipient obligations regarding the required reporting (and updating) of information on certain civil, criminal, and administrative proceedings to the federal designated integrity and performance system (currently, "FAPIIS") within SAM are posted on the OJP web site at <https://ojp.gov/funding/FAPIIS.htm> and OVW web site at: <https://www.justice.gov/ovw/award-conditions> (Award Condition: Recipient Integrity and Performance Matters, including Recipient Reporting to FAPIIS), and are incorporated by reference here.

FF. Cooperating with OJP Monitoring

The recipient agrees to cooperate with DCJ and DOJ monitoring of this award pursuant to DCJ and DOJ's guidelines, protocols, and procedures, and to cooperate with DCJ and DOJ (including the grant manager for this award and the Office of Chief Financial Officer (OCFO)) requests related to such monitoring, including requests related to desk reviews and/or site visits. The recipient agrees to provide to DCJ and DOJ all documentation necessary for DCJ and/or DOJ to complete its monitoring tasks, including documentation related to any subawards made under this award. Further, the recipient agrees to abide by reasonable deadlines set by DCJ and/or DOJ for providing the requested documents. Failure to cooperate with DCJ and/or DOJ's monitoring activities may result in actions that affect the recipient's DOJ awards, including, but not limited to: withholdings and/or other restrictions on the recipient's access to award funds; referral to the DOJ OIG for audit review; designation of the recipient as a DOJ High Risk grantee; or termination of an award(s).

Federal Awards issued from 2021 Federal Grant Funds**GG. Required monitoring of subawards**

The recipient must monitor subawards under this award in accordance with all applicable statutes, regulations, award conditions, and the DOJ Grants Financial Guide, and must include the applicable conditions of this award in any subaward. Among other things, the recipient is responsible for oversight of subrecipient spending and monitoring of specific outcomes and benefits attributable to use of award funds by subrecipients. The recipient agrees to submit, upon request, documentation of its policies and procedures for monitoring of subawards under this award.

HH. Legal Notices – OJP Grants only

The webpage entitled "Legal Notices: Special circumstances as to particular award conditions" (ojp.gov/funding/Explore/LegalNotices-AwardReqs.htm) is to be consulted prior to an acceptance. Through that "Legal Notices" webpage, OJP sets out -- by funding opportunity -- certain special circumstances that may or will affect the applicability of one or more award requirements. Any such legal notice pertaining to award requirements that is posted through that webpage is incorporated by reference into the award.

Please note that award requirements include not only award conditions, but also compliance with assurances and certifications that relate to conduct during the period of performance for the award. Because these requirements encompass financial, administrative, and programmatic matters, as well as other important matters (e.g., specific restrictions on use of funds), it is vital that all key staff know the award requirements, and receive the award conditions and the assurances and certifications, as well as the application as approved by DCJ. (Information on all pertinent award requirements also must be provided to any subrecipient of the award.)

Should the recipient accept the award and then fail to comply with an award requirement, DCJ and/or DOJ will pursue appropriate remedies for non-compliance, which may include termination of the award and/or a requirement to repay award funds.

II. Legal Notices – OVW Grants Only

This award is subject to all administrative and financial requirements, including the timely submission of all financial and programmatic reports, resolution of all interim audit findings, and the maintenance of a minimum level of cash-on-hand. Should you not adhere to these requirements, you will be in violation of the terms of this agreement and the award will be subject to termination for cause or other administrative action as appropriate.

JJ. Safe policing and law enforcement subrecipients - NEW 2021

If this award is a discretionary award, the recipient agrees that it will not make any subawards to State, local, college, or university law enforcement agencies unless such agencies have been certified by an approved independent credentialing body or have started the certification process. To become certified, law enforcement agencies must meet two mandatory conditions: (1) the agency's use of force policies adhere to all applicable federal, state, and local laws; and (2) the agency's use of force policies prohibit chokeholds except in situations where use of deadly force is allowed by law. For detailed information on this certification requirement, see <https://cops.usdoj.gov/SafePolicingEO>.

Federal Awards issued from 2021 Federal Grant Funds**5. FINANCIAL REQUIREMENTS****A. Non-supplantation**

The recipient agrees that grant funds will be used to supplement, not supplant, non-federal funds that would otherwise be available for the activities under this grant.

Supplanting arises when a Recipient reduces non-federal funds for an activity specifically because federal funds are available (or are expected to be available) to fund that same activity. Federal funds must be used to supplement existing State or local funds for program activities, and may not replace (that is, may not "supplant") State or local funds that have been appropriated or allocated for the same purpose. Additionally, federal funding may not replace State or local funding that is required by law.

When supplanting is prohibited, potential supplanting will be the subject of DCJ monitoring and audit. Should a question of supplanting arise, the grantee will be required to substantiate that any reduction in non-federal resources occurred for reasons other than the receipt or expected receipt of federal funds.

B. Misuse of award funds

The recipient understands and agrees that misuse of award funds may result in a range of penalties, including suspension of current and future funds, suspension or debarment from federal grants, recoupment of monies provided under an award, and civil and/or criminal penalties.

C. Limitation on use of funds to approved activities

The recipient agrees that grant funds will be used only for the purposes described in this award. The grantee must not undertake any work or activities that are not described in this award, and must not use staff, equipment, or other goods or services paid for with grant funds for such work or activities, without prior written approval from DCJ.

D. Consultant compensation rates

The recipient acknowledges that consultants paid with award funds generally may not be paid at a rate in excess of \$81.25 per hour, not to exceed \$650 per day. To exceed this specified maximum rate, recipients must submit to DCJ a detailed justification and have such justification approved by DCJ, prior to obligation or expenditure of such funds. Issuance of this award or approval of the award budget alone does not indicate approval of any consultant rate in excess of \$81.25 per hour, not to exceed \$650 per day. Although prior approval is not required for consultant rates below this specified maximum rate, recipients are required to maintain documentation to support all daily or hourly consultant rates.

E. Limit on use of grant funds for grantees' employees' salaries

With respect to this award, federal funds may not be used to pay cash compensation (salary plus bonuses) to any employee of the award recipient at a rate that exceeds 110% of the maximum annual salary payable to a member of the federal government's Senior Executive Service (SES) at an agency with a Certified SES Performance Appraisal System for that year. (An award recipient may compensate an employee at a higher rate, provided the amount in excess of this compensation limitation is paid with non-federal funds.)

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This limitation on compensation rates allowable under this award may be waived on an individual basis at the discretion of the OJP official indicated in the program announcement under which this award is made.

6. CIVIL RIGHTS REQUIREMENTS ASSOCIATED WITH DOJ AWARDS

The Office for Civil Rights (OCR), Office of Justice Programs (OJP), U.S. Department of Justice (DOJ) has been delegated the responsibility for ensuring that recipients of federal financial assistance from the OJP, the Office of Community Oriented Policing Services (COPS), and the Office on Violence Against Women (OVW) are not engaged in discrimination prohibited by law. Several federal civil rights laws, such as Title VI of the Civil Rights Act of 1964 and Section 504 of the Rehabilitation Act of 1973, require recipients of federal financial assistance to give assurances that they will comply with those laws. Taken together, these civil rights laws prohibit recipients of federal financial assistance from DOJ from discriminating in services and employment because of race, color, national origin, religion, disability, sex, and, for grants authorized under the Violence Against Women Act, sexual orientation and gender identity. Recipients are also prohibited from discriminating in services because of age. For a complete review of these civil rights laws and nondiscrimination requirements, in connection with DOJ awards, see <https://ojp.gov/funding/Explore/LegalOverview/CivilRightsRequirements.htm>.

If you are a recipient of grant awards under the Omnibus Crime Control and Safe Streets Act or the Juvenile Justice and Delinquency Prevention Act and your agency is part of a criminal justice system, there are two additional obligations that may apply in connection with the awards: (1) complying with the regulation relating to Equal Employment Opportunity Programs (EEOs); and (2) submitting findings of discrimination to OCR. For additional information regarding the EEO requirement, see 28 CFR Part 42, subpart E, and for additional information regarding requirements when there is an adverse finding, see 28C.F.R. §§ 42.204(c), .205(c)(5).

The OCR is available to help you and your organization meet the civil rights requirements that are associated with DOJ grant funding. If you would like the OCR to assist you in fulfilling your organization's civil rights or nondiscrimination responsibilities as a recipient of federal financial assistance, please do not hesitate to contact the OCR at askOCR@ojp.usdoj.gov.

The Grantee hereby agrees that it will comply, and all of its subrecipients ("subgrantees") will comply, with the applicable provisions of:

A. Civil rights laws and nondiscrimination provisions

States and units of local government, public and nonprofit institutions of higher education, nonprofit organizations, for-profit businesses, and other recipients of DOJ grants may be subject to various federal civil rights laws for reasons *other than* their receipt of DOJ funds. Some examples include federal civil rights laws related to discrimination on the basis of race, color, national origin, sex, religion, or disability.

Because a DOJ award is a form of "federal financial assistance," the recipients of a DOJ award (and any "subrecipient" at any tier) must comply with additional civil-rights-related requirements above and beyond those that otherwise would apply.

In general, these additional requirements fall into one of two categories:

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1. Civil rights laws (sometimes referred to as "cross-cutting" federal civil rights statutes). These apply to essentially any entity that receives an award of federal financial assistance -- regardless of which federal agency awards the grant or cooperative agreement -- and encompass the "program or activity" funded in whole or in part with the federal financial assistance.
2. Nondiscrimination provisions. These are requirements or restrictions that apply to certain OJP or OVW awards -- in addition to the civil rights laws -- because they are set out in a statute that applies specifically to one or more particular OJP or OVW grant programs, or to OJP or OVW awards made under a particular legal authority. Much like the civil rights laws, these provisions apply variously to the programs, activity, or undertaking funded in whole or in part by OJP or OVW, and are described herein.
 - a. Such nondiscrimination provisions apply to some, but not all, OJP or OVW grant programs.
 - b. The nondiscrimination provisions that apply to an OJP or OVW award (above and beyond the requirements in "cross-cutting" civil rights laws) may vary from award to award, even for awards made during the same fiscal year.
 - c. Typically, no more than one of these nondiscrimination provisions will apply to any particular OJP or OVW award.

General information on the civil rights laws that apply to every OJP or OVW award, and on the nondiscrimination provisions that apply to some OJP or OVW awards, is available at <https://ojp.gov/about/ocr/statutes-regulations>.

NOTE: As discussed in more detail below, if a civil rights law or nondiscrimination provision prohibits discrimination in employment on the basis of religion, the prohibition is read together with the provisions of the Religious Freedom Restoration Act of 1993.

B. Civil rights compliance: Access to services and benefits by individuals with limited English proficiency

Compliance with the civil rights laws entails, among other things, taking reasonable steps to ensure that individuals with limited English proficiency (LEP) have meaningful access to DOJ-funded programs or services. An individual with limited English proficiency is one whose first language is not English and who has a limited ability to read, write, speak, or understand English. To assist recipients of DOJ awards in meeting their obligations with respect to such individuals, DOJ has published a guidance document, available on the LEP.gov website.

C. Certification

Each grantee by accepting this award, certifies that it will comply (and it will require any subrecipient at any tier to comply) with applicable civil rights laws and nondiscrimination provisions. An additional DCJ Form 30, will be required prior to the disbursement of any funds.

Federal Awards issued from 2021 Federal Grant Funds**7. RECIPIENTS OF OVW GRANT DOLLARS ONLY****A. Availability of general terms and conditions on OVW website**

The recipient agrees to follow the applicable set of general terms and conditions that are available at <https://www.justice.gov/ovw/award-conditions>. These do not supersede any specific conditions in this award document.

B. Compliance with statutory and regulatory requirements

The grantee agrees to comply with all relevant statutory and regulatory requirements, which may include, among other relevant authorities, the Violence Against Women Act of 1994, P.L. 103-322, the Violence Against Women Act of 2000, P.L. 106-386, the Violence Against Women and Department of Justice Reauthorization Act of 2005, P.L. 109-162, the Violence Against Women Reauthorization Act of 2013, P.L. 113-4, the Omnibus Crime Control and Safe Streets Act of 1968, 34 U.S.C. §§ 10101 et seq., and OVW's implementing regulations at 28 C.F.R. Part 90.

C. VAWA 2013 nondiscrimination condition

The recipient acknowledges that 34 U.S.C. § 12291(b)(13) prohibits recipients of OVW awards from excluding, denying benefits to, or discriminating against any person on the basis of actual or perceived race, color, religion, national origin, sex, gender identity, sexual orientation, or disability in any program or activity funded in whole or in part by OVW. The recipient agrees that it will comply with this provision. The recipient also agrees to ensure that any subrecipients ("subgrantees") at any tier will comply with this provision.

D. Confidentiality and information sharing

The grantee agrees to comply with the provisions of 34 U.S.C. § 12291(b)(2), nondisclosure of confidential or private information, which includes creating and maintaining documentation of compliance, such as policies and procedures for release of victim information. The recipient also agrees to comply with the regulations implementing this provision at 28 CFR 90.4(b) and "Frequently Asked Questions (FAQs) on the VAWA Confidentiality Provision (34 U.S.C. § 12291(b)(2))" on the OVW website at <https://www.justice.gov/ovw/resources-and-faqs-grantees>. The grantee also agrees to ensure that all subrecipients ("subgrantees") at any tier meet these requirements.

E. Activities that compromise victim safety and recovery and undermine offender accountability

The recipient agrees that grant funds will not support activities that compromise victim safety and recovery or undermine offender accountability, such as: procedures or policies that exclude victims from receiving safe shelter, advocacy services, counseling, and other assistance based on their actual or perceived sex, age, immigration status, race, religion, sexual orientation, gender identity, mental health condition, physical health condition, criminal record, work in the sex industry, or the age and/or sex of their children; procedures or policies that compromise the confidentiality of information and privacy of persons receiving OVW-funded services; procedures or policies that impose requirements on victims in order to receive services (e.g., seek an order of protection, receive counseling, participate in couples' counseling or mediation, report to law enforcement,

Federal Awards issued from 2021 Federal Grant Funds

seek civil or criminal remedies, etc.); procedures or policies that fail to ensure service providers conduct safety planning with victims; project design and budgets that fail to account for the access needs of participants with disabilities and participants who have limited English proficiency or are Deaf or hard of hearing; or any other activities outlined in the solicitation under which the approved application was submitted..

F. Policy for response to workplace-related incidents of sexual misconduct, domestic violence, and dating violence

The recipient, and any subrecipient at any tier, must have a policy, or issue a policy within 270 days of the award date, to address workplace-related incidents of sexual misconduct, domestic violence, and dating violence involving an employee, volunteer, consultant, or contractor. The details of this requirement are posted on the OVW web site at <https://www.justice.gov/ovw/award-conditions> (Award Condition: Policy for response to workplace-related sexual misconduct, domestic violence, and dating violence), and are incorporated by reference here.

G. Termination or suspension for cause

DCJ or the Director of OVW, upon a finding that there has been substantial failure by the recipient to comply with applicable laws, regulations, and/or the terms and conditions of the award or relevant solicitation, will terminate or suspend until DCJ or the Director is satisfied that there is no longer such failure, all or part of the award, in accordance with the provisions of 28 C.F.R. Part 18, as applicable mutatis mutandis.

H. Compliance with solicitation requirements

The recipient agrees that it must be in compliance with requirements outlined in the solicitation under which the approved application was submitted, the applicable Solicitation Companion Guide, and any program-specific frequently asked questions (FAQs) on the OVW website (<https://www.justice.gov/ovw/resources-and-faqs-grantees>). The program solicitation, Companion Guide, and any program specific FAQs are hereby incorporated by reference into this award.

I. Subrecipient program income

The recipient understands and agrees that it has responsibility for approval of program income earned by subrecipients. Program income, as defined by 2 C.F.R. 200.1, means gross income earned by a non-federal entity that is directly generated by a supported activity or earned as a result of the federal award during the period of performance.

Without prior approval, program income must be deducted from total allowable costs to determine the net allowable costs. In order to add program income to a subaward, subrecipients must seek approval from the recipient prior to generating any program income. Any program income added to a subaward must be used to support activities that were approved in the budget and follow the conditions of the subaward agreement. Any program income approved by the recipient must be reported by the subrecipient to the recipient so that it is reported on the quarterly Program Income Financial Report (DCJ Form 1-B) in accordance with the addition alternative. If the program income amount changes (increases or decreases) during the project period, the recipient must provide approval by the end of the project period. Failure to comply with these requirements may result in audit findings for both the recipient and the subrecipient.

Federal Awards issued from 2021 Federal Grant Funds

J. Subrecipient product monitoring

The recipient agrees to monitor subrecipients to ensure that materials and products (written, visual, or sound) developed with OVW formula grant program funding fall within the scope of the grant program and do not compromise victim safety.

**COLORADO DIVISION OF CRIMINAL JUSTICE
CERTIFICATION OF COMPLIANCE WITH REGULATIONS
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (DCJ FORM 30)**

INSTRUCTIONS: Complete the table below with information found in the Grant Agreement. Read the form completely, identify the person responsible for reporting civil rights findings, certify that the required Civil Rights training has been completed by the Project Director; and check only one certification under "II" that applies to your agency. Have your Signature Authority sign at the bottom of page 2, forward a copy to the person identified as being responsible for reporting civil rights findings and return the original to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date.

PROJECT DIRECTOR: Stephen Jesik

PHONE:

Person responsible for reporting civil rights findings of discrimination: (Name, address, phone & email)

I acknowledge that I viewed **all** of the trainings on Civil Rights available on DCJ's website at <https://www.colorado.gov/pacific/dcj/civil-rights-requirements>. I accept responsibility for ensuring that project staff understands their responsibilities as outlined in the presentations. I understand that if I have any questions about the material presented and my responsibilities as a grantee that I will contact my grant manager.

PROJECT DIRECTOR SIGNATURE

DATE

SIGNATURE AUTHORITY'S CERTIFICATION: As the Signature Authority for the above Grantee, I certify, by my signature on page two (2), that I have read and am fully cognizant of our duties and responsibilities under this Certification.

I. **REQUIREMENTS OF GRANT RECIPIENTS:** All grant recipients (regardless of the type of entity or the amount awarded) are subject to prohibitions against discrimination in any program or activity, and must take reasonable steps to provide meaningful access for persons with limited English proficiency.

◆ I certify that this agency will maintain data (and submit when required) to ensure that: our services are delivered in an equitable manner to all segments of the service population; our employment practices comply with Equal Opportunity Requirements, 28 CFR 42.207 and 42.301 *et seq.*; our projects and activities provide meaningful access for people with limited English proficiency as required by Title VI of the Civil Rights Act, (*See also*, 2000 Executive Order #13166).

◆ I also certify that the person in this agency or unit of government who is responsible for reporting civil rights findings of discrimination will submit these findings, if any, to the Division of Criminal Justice within 45 days of the finding, and/or if the finding occurred prior to the grant award beginning date, within 45 days of the grant award beginning date.

DCJ FORM 30:
CERTIFICATION OF COMPLIANCE WITH REGULATIONS,
OFFICE FOR CIVIL RIGHTS, DEPARTMENT OF JUSTICE (Continued)

II. **EQUAL EMPLOYMENT OPPORTUNITY PLAN (EEOP) CERTIFICATIONS:** Check the box before **ONLY ONE APPROPRIATE CERTIFICATION** (A, or B below) that applies to this grantee agency during the period of the grant duration noted above.

- ☐ **CERTIFICATION "A"** [Applicable, if (1), (2) or (3), below, apply.] This is the Certification that most non-profits and small agencies will use. Check all that apply to your entity.

This funded entity:

- ___ (1) is an educational, medical or non-profit organization or an Indian Tribe;
___ (2) has less than 50 employees;
___ (3) was awarded through this single grant award from the Colorado Division of Criminal Justice less than \$25,000 in federal U.S. Department of Justice funds.

Therefore, I hereby certify that this funded entity is not required to maintain an EEOP, pursuant to 28 CFR §42.302, but is **required to submit a Certification** (<https://ojp.gov/about/ocr/eeop.htm>).

- ☐ **CERTIFICATION "B"** (Applicable to all entities that do not qualify for Certification "A" above)

This funded entity, as a for-profit entity or a state or local government having 50 or more employees (counting both full- and part-time employees but excluding political appointees) and is receiving, through this single grant award from the Colorado Division of Criminal Justice, more than \$25,000, in federal U.S. Department of Justice funds.

Therefore, I hereby certify that the funded entity will prepare and submit an EEOP and Certification at <https://ojp.gov/about/ocr/eeop.htm>, within 60 days of the award. The EEOP shall be submitted in accordance with 28 CFR §42, subpart E, to Office for Civil Rights, Office of Justice Programs, U.S. Department of Justice that will include a section specifically analyzing the grantee (implementing) agency. (If you have already submitted an EEOP applicable to this time period, send a copy of the letter received from the Office for Civil Rights showing that your EEOP is acceptable.)

As the Signature Authority for the above grantee, I certify, by my signature below, that I have read and am fully cognizant of our duties and responsibilities under this Certification. I, hereby, also certify that the content of this form, other than the data entry required, has not been altered.

SIGNATURE AUTHORITY SIGNATURE

DATE

TYPED NAME

TITLE

* * * * *

This signed form must be returned to the Colorado Division of Criminal Justice, 700 Kipling, Ste. 1000, Denver, CO 80215, within 45 days of the grant award beginning date. You must also forward a signed copy to the person identified in the box above.

Certificate Of Completion

Envelope Id: E5FA935948EB4F3280F755D69D75880E

Status: Sent

Subject: DCJ- JAG Grant 2021-JI-22-01-20-1; 3D FARO Scanner Technology

Source Envelope:

Document Pages: 53

Signatures: 0

Envelope Originator:

Certificate Pages: 5

Initials: 0

OAJJA Grants

AutoNav: Enabled

700 Kipling St

Enveloped Stamping: Enabled

Lakewood, CO 80215

Time Zone: (UTC-07:00) Mountain Time (US & Canada)

cdps_dcj_oajjagrants@state.co.us

IP Address: 165.127.87.1

Record Tracking

Status: Original

Holder: OAJJA Grants

Location: DocuSign

2/7/2023 8:53:44 AM

cdps_dcj_oajjagrants@state.co.us

Security Appliance Status: Connected

Pool: FedRamp

Storage Appliance Status: Connected

Pool: CDPS Contracts and Grants

Location: DocuSign

Signer Events**Signature****Timestamp**

Stephen Jesik

Sent: 2/7/2023 9:02:31 AM

sjesik@pueblo.us

Viewed: 2/7/2023 1:20:59 PM

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 2/7/2023 1:20:59 PM

ID: 2fcd04c9-1f71-48e4-a517-57b7c1a013d6

Nicholas A. Gradisar

ngradisar@pueblo.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/14/2022 9:21:33 AM

ID: 77b2f4c9-b436-44d2-b6ae-854c7d0d81d6

Debbie Oldenettel

Debbie.Oldenettel@state.co.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 8/15/2022 4:01:53 PM

ID: b0c4163c-f100-4ad2-99f4-9e68c87552b7

Lyndsay Clelland

lyndsay.clelland@state.co.us

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp**

Carbon Copy Events	Status	Timestamp
Kayleigh MacKenzie kmackenzie@pueblo.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Deanna Stewart deanna.stewart@state.co.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign Lyndsay Clelland lyndsay.clelland@state.co.us Security Level: Email, Account Authentication (None) Electronic Record and Signature Disclosure: Not Offered via DocuSign	COPIED	Sent: 2/7/2023 9:02:32 AM
Witness Events	Signature	Timestamp
Notary Events	Signature	Timestamp
Envelope Summary Events	Status	Timestamps
Envelope Sent	Hashed/Encrypted	2/7/2023 9:02:32 AM
Payment Events	Status	Timestamps
Electronic Record and Signature Disclosure		

ELECTRONIC RECORD AND SIGNATURE DISCLOSURE

From time to time, CDPS Contracts and Grants (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

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.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

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.

How to contact CDPS Contracts and Grants:

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

To advise CDPS Contracts and Grants of your new email address

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.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from CDPS Contracts and Grants

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to sarah.white@state.co.us and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with CDPS Contracts and Grants

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- 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..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

Acknowledging your access and consent to receive and sign documents electronically

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.

By selecting the check-box next to ‘I agree to use electronic records and signatures’, you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- 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: February 27, 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 and also reduce the annual average salary required.

The attached Second Amendment requires the Company to keep 4 employees continuously employed for twelve (12) years, from October 1, 2020 until September 30, 2032, at annual salaries which average at least \$34,000..

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. 10414

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 March 13, 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 February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on March 15, 2023.
- ☐ Disapproved on _____ based on the following objections:



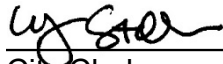
Mayor

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



City Clerk

SECOND AMENDMENT TO EMPLOYMENT AGREEMENT

THIS SECOND AMENDMENT TO EMPLOYMENT AGREEMENT ("2nd Amendment") is entered into this 13th day of March, 2023 between the City of Pueblo, a Colorado 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 and also reduce the annual average salary required.

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, 2020.

2. The Termination Date of the Company's Employment Commitment is enlarged and extended to September 30, 2032.

3. From October 1, 2020 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 whose annual salary would average at least \$34,000.00 ("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, 2020 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 \$781.25. 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 $(4 - 2) \times \$781.25 = \$1,562.50$.

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

Walter's Beer, LLC,
a Colorado limited liability corporation

By: _____
Signature

Print Name

Print Title



**Background Paper for Proposed
Ordinance**

COUNCIL MEETING DATE: February 27, 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 SETTLEMENT PARTICIPATION AND GENERAL RELEASE AGREEMENTS WITH (1) TEVA PHARMACEUTICAL INDUSTRIES, LTD (2) ALLERGAN FINANCE, LLC / ALLERGAN LIMITED (3) WALMART, INC. (4) CVS HEALTH CORPORATION / CVS PHARMACY, INC. AND (5) WALGREEN CO., TO RECEIVE SETTLEMENT FUNDS BY THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS A RESULT OF THE OPIOID CRISIS

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign five (5) Settlement Participation and General Release Agreements concerning the recovery of settlement funds by the City as a result of the opioid crisis.

PREVIOUS COUNCIL ACTION:

On October 27, 2021, by Ordinance No. 10031, the Pueblo City Council approved and authorized the Mayor to sign:

1. Settlement Agreements with AmerisourceBergen; Cardinal Health; McKesson and Janssen Pharmaceuticals and its parent company Johnson & Johnson; and

A Memorandum of Understanding and an Escrow Agreement with the Office of the Colorado Attorney General regarding the distribution of opioid settlement proceeds.

BACKGROUND:

Colorado Attorney General Phil Weiser has reached opioid settlements with Teva Pharmaceutical Industries Ltd. and Allergan Finance, LLC/Allergan Limited, as well as with Walmart Inc., CVS Health Corporation/CVS Pharmacy, Inc., and Walgreen Co. The Mayor is recommending that the City join these settlements. In order to do so, the attached Settlement Participation and General Release Agreements must be approved by the Pueblo City Council and returned to the Office of the Colorado Attorney General no later than April 7, 2023.

FINANCIAL IMPLICATIONS:

If the attached agreements are approved, it is anticipated that the City of Pueblo will receive opioid settlement funds as follows:

Source	Teva (13 years)	Allergan (7 years)	CVS (10 years)	Walgreens (14 years)	Walmart (6 years)	Total
Amount	\$279,527.02	\$166,528.90	\$369,749.59	\$402,063.97	\$209,383.47	\$1,427,252.95

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to participate in the settlement.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. OPIOIDS 2 - Five (5) Participation Forms

ORDINANCE NO. 10415

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO SIGN SETTLEMENT PARTICIPATION AND GENERAL RELEASE AGREEMENTS WITH (1) TEVA PHARMACEUTICAL INDUSTRIES, LTD (2) ALLERGAN FINANCE, LLC / ALLERGAN LIMITED (3) WALMART, INC. (4) CVS HEALTH CORPORATION / CVS PHARMACY, INC. AND (5) WALGREEN CO., TO RECEIVE SETTLEMENT FUNDS BY THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AS A RESULT OF THE OPIOID CRISIS

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

SECTION 1.

The Settlement Participation and General Release Agreements ("Agreements") attached hereto, with the following five (5) business entities, concerning the recovery of settlement funds by the City of Pueblo, a Colorado municipal corporation, as a result of the opioid crisis, having been approved as to form by the City Attorney, are hereby approved:

1. Teva Pharmaceutical Industries Ltd.
2. Allergan Finance, LLC / Allergan Limited,
3. Walmart, Inc.,
4. CVS Health Corporation/CVS Pharmacy, Inc.,
5. Walgreen Co.

SECTION 2.

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

SECTION 3.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreements 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 February 27, 2023.

Final adoption of Ordinance by City Council on March 13, 2023 .



President of City Council

Action by the Mayor:

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



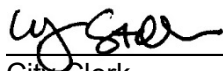
Mayor

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

Attachment A: Teva Settlement Participation Form

Exhibit K
Subdivision and Special District Settlement Participation Form

Governmental Entity: City of Pueblo	State: CO
Authorized Signatory: Mayor Nicholas A. Gradisar	
Address 1: c/o City Attorney	
Address 2: 1 City Hall Place, 3rd Floor	
City, State, Zip: Pueblo, CO 81003	
Phone: (719) 562-3899	
Email: dkogovsek@pueblo.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 ("*Teva Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Teva Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Teva Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Teva Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Teva Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within 14 days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Teva Settlement pertaining to Subdivisions as defined therein.
5. By agreeing to the terms of the Teva Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Teva Settlement solely for the purposes provided therein.
7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Teva Settlement.



8. The Governmental Entity has the right to enforce the Teva Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Teva Settlement, including but not limited to all provisions of Section V (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Teva Settlement are intended by Released Entities and the Governmental Entity to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Teva Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Teva Settlement.
11. In connection with the releases provided for in the Teva Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Teva Settlement.

12. Nothing herein is intended to modify in any way the terms of the Teva Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Teva Settlement in any respect, the Teva Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Nicholas A. Gradisar

Title: Mayor

Date: March 13,2023



Attachment B: Allergan Settlement Participation Form

EXHIBIT K
Subdivision and Special District Settlement Participation Form

Governmental Entity: City of Pueblo	State: CO
Authorized Signatory: Mayor Nicholas A. Gradisar	
Address 1: c/o City Attorney	
Address 2: 1 City Hall Place, 3rd Floor	
City, State, Zip: Pueblo, CO 81003	
Phone: (719) 562-3899	
Email: dkogovsek@pueblo.us	

The governmental entity identified above (“*Governmental Entity*”), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Agreement dated November 22, 2022 (“*Allergan Settlement*”), and acting through the undersigned authorized official, hereby elects to participate in the Allergan Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Allergan Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Allergan Settlement as provided therein.
2. Following the execution of this Settlement Participation Form, the Governmental Entity shall comply with Section III.B of the Allergan Settlement regarding Cessation of Litigation Activities.
3. The Governmental Entity shall, within fourteen (14) days of the Reference Date and prior to the filing of the Consent Judgment, file a request to dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the MDL Plaintiffs’ Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
4. The Governmental Entity agrees to the terms of the Allergan Settlement pertaining to Subdivisions and Special Districts as defined therein.
5. By agreeing to the terms of the Allergan Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
6. The Governmental Entity agrees to use any monies it receives through the Allergan Settlement solely for the purposes provided therein.



7. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Allergan Settlement.
8. The Governmental Entity has the right to enforce the Allergan Settlement as provided therein.
9. The Governmental Entity, as a Participating Subdivision or Participating Special District, hereby becomes a Releasor for all purposes in the Allergan Settlement, including, but not limited to, all provisions of **Section V (Release)**, and along with all departments, agencies, divisions, boards, commissions, Subdivisions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity whether elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist in bringing, or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Allergan Settlement are intended to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Allergan Settlement shall be a complete bar to any Released Claim.
10. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision or Participating Special District as set forth in the Allergan Settlement.
11. In connection with the releases provided for in the Allergan Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Allergan Settlement.

12. Nothing herein is intended to modify in any way the terms of the Allergan Settlement, to which the Governmental Entity hereby agrees. To the extent this Settlement Participation Form is interpreted differently from the Allergan Settlement in any respect, the Allergan Settlement controls.



I have all necessary power and authorization to execute this Settlement Participation Form on behalf of the Governmental Entity.

Signature: _____

Name: Nicholas A. Gradisar

Title: Mayor

Date: March 13, 2023



Attachment C: Walmart Settlement Participation Form

EXHIBIT K

Subdivision Participation Form

Governmental Entity: City of Pueblo	State: CO
Authorized Official: Mayor Nicholas A. Gradisar	
Address 1: c/o City Attorney	
Address 2: 1 City Hall Place, 3rd Floor	
City, State, Zip: Pueblo, CO 81003	
Phone: (719) 562-3899	
Email: dkogovsek@pueblo.us	

The governmental entity identified above ("Governmental Entity"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated November 14, 2022 ("Walmart Settlement"), and acting through the undersigned authorized official, hereby elects to participate in the Walmart Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walmart Settlement, understands that all terms in this Election and Release have the meanings defined therein, and agrees that by this Election, the Governmental Entity elects to participate in the Walmart Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event within 14 days of the Effective Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in In re National Prescription Opiate Litigation, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal With Prejudice substantially in the form found at <https://nationalopioidsettlement.com/>.
3. The Governmental Entity agrees to the terms of the Walmart Settlement pertaining to Subdivisions as defined therein.
4. By agreeing to the terms of the Walmart Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walmart Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walmart Settlement.
7. The Governmental Entity has the right to enforce the Walmart Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walmart Settlement, including but not limited to all provisions of Section X (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walmart Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walmart Settlement shall be a complete bar to any Released Claim.
9. In connection with the releases provided for in the Walmart Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her, would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walmart Settlement.

10. Nothing herein is intended to modify in any way the terms of the Walmart Settlement, to which Governmental Entity hereby agrees. To the extent this Election and Release is interpreted differently from the Walmart Settlement in any respect, the Walmart Settlement controls.



I have all necessary power and authorization to execute this Election and Release on behalf of the Governmental Entity.

Signature: _____

Name: Nicholas A. Gradisar

Title: Mayor

Date: March 13, 2023



Attachment D: CVS Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Pueblo	State: CO
Authorized Signatory: Mayor Nicholas A. Gradisar	
Address 1: c/o City Attorney	
Address 2: 1 City Hall Place, 3rd Floor	
City, State, Zip: Pueblo, CO 81003	
Phone: (719) 562-3899	
Email: dkogovsek@pueblo.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*CVS Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the CVS Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the CVS Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the CVS Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the CVS Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the CVS Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the CVS Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the CVS Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the CVS Settlement.
7. The Governmental Entity has the right to enforce the CVS Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the CVS Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the CVS Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The CVS Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the CVS Settlement.
10. In connection with the releases provided for in the CVS Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the CVS Settlement.



11. Nothing herein is intended to modify in any way the terms of the CVS Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the CVS Settlement in any respect, the CVS Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Nicholas A. Gradisar

Title: Mayor

Date: March 13, 2023



Attachment E: Walgreens Settlement Participation Form

EXHIBIT K

Subdivision Participation and Release Form

Governmental Entity: City of Pueblo	State: CO
Authorized Signatory: Mayor Nicholas A. Gradisar	
Address 1: c/o City Attorney	
Address 2: 1 City Hall Place, 3rd Floor	
City, State, Zip: Pueblo, CO 81003	
Phone: (719) 562-3899	
Email: dkogovsek@pueblo.us	

The governmental entity identified above ("*Governmental Entity*"), in order to obtain and in consideration for the benefits provided to the Governmental Entity pursuant to the Settlement Agreement dated December 9, 2022 ("*Walgreens Settlement*"), and acting through the undersigned authorized official, hereby elects to participate in the Walgreens Settlement, release all Released Claims against all Released Entities, and agrees as follows.

1. The Governmental Entity is aware of and has reviewed the Walgreens Settlement, understands that all terms in this Participation and Release Form have the meanings defined therein, and agrees that by executing this Participation and Release Form, the Governmental Entity elects to participate in the Walgreens Settlement and become a Participating Subdivision as provided therein.
2. The Governmental Entity shall promptly, and in any event no later than 14 days after the Reference Date and prior to the filing of the Consent Judgment, dismiss with prejudice any Released Claims that it has filed. With respect to any Released Claims pending in *In re National Prescription Opiate Litigation*, MDL No. 2804, the Governmental Entity authorizes the Plaintiffs' Executive Committee to execute and file on behalf of the Governmental Entity a Stipulation of Dismissal with Prejudice substantially in the form found at <https://nationalopioidsettlement.com>.
3. The Governmental Entity agrees to the terms of the Walgreens Settlement pertaining to Participating Subdivisions as defined therein.
4. By agreeing to the terms of the Walgreens Settlement and becoming a Releasor, the Governmental Entity is entitled to the benefits provided therein, including, if applicable, monetary payments beginning after the Effective Date.
5. The Governmental Entity agrees to use any monies it receives through the Walgreens Settlement solely for the purposes provided therein.



6. The Governmental Entity submits to the jurisdiction of the court in the Governmental Entity's state where the Consent Judgment is filed for purposes limited to that court's role as provided in, and for resolving disputes to the extent provided in, the Walgreens Settlement. The Governmental Entity likewise agrees to arbitrate before the National Arbitration Panel as provided in, and for resolving disputes to the extent otherwise provided in, the Walgreens Settlement.
7. The Governmental Entity has the right to enforce the Walgreens Settlement as provided therein.
8. The Governmental Entity, as a Participating Subdivision, hereby becomes a Releasor for all purposes in the Walgreens Settlement, including without limitation all provisions of Section XI (Release), and along with all departments, agencies, divisions, boards, commissions, districts, instrumentalities of any kind and attorneys, and any person in their official capacity elected or appointed to serve any of the foregoing and any agency, person, or other entity claiming by or through any of the foregoing, and any other entity identified in the definition of Releasor, provides for a release to the fullest extent of its authority. As a Releasor, the Governmental Entity hereby absolutely, unconditionally, and irrevocably covenants not to bring, file, or claim, or to cause, assist or permit to be brought, filed, or claimed, or to otherwise seek to establish liability for any Released Claims against any Released Entity in any forum whatsoever. The releases provided for in the Walgreens Settlement are intended by the Parties to be broad and shall be interpreted so as to give the Released Entities the broadest possible bar against any liability relating in any way to Released Claims and extend to the full extent of the power of the Governmental Entity to release claims. The Walgreens Settlement shall be a complete bar to any Released Claim.
9. The Governmental Entity hereby takes on all rights and obligations of a Participating Subdivision as set forth in the Walgreens Settlement.
10. In connection with the releases provided for in the Walgreens Settlement, each Governmental Entity expressly waives, releases, and forever discharges any and all provisions, rights, and benefits conferred by any law of any state or territory of the United States or other jurisdiction, or principle of common law, which is similar, comparable, or equivalent to § 1542 of the California Civil Code, which reads:

General Release; extent. A general release does not extend to claims that the creditor or releasing party does not know or suspect to exist in his or her favor at the time of executing the release that, if known by him or her would have materially affected his or her settlement with the debtor or released party.

A Releasor may hereafter discover facts other than or different from those which it knows, believes, or assumes to be true with respect to the Released Claims, but each Governmental Entity hereby expressly waives and fully, finally, and forever settles, releases and discharges, upon the Effective Date, any and all Released Claims that may exist as of such date but which Releasors do not know or suspect to exist, whether through ignorance, oversight, error, negligence or through no fault whatsoever, and which, if known, would materially affect the Governmental Entities' decision to participate in the Walgreens Settlement.



11. Nothing herein is intended to modify in any way the terms of the Walgreens Settlement, to which Governmental Entity hereby agrees. To the extent this Participation and Release Form is interpreted differently from the Walgreens Settlement in any respect, the Walgreens Settlement controls.

I have all necessary power and authorization to execute this Participation and Release Form on behalf of the Governmental Entity.

Signature: _____

Name: Nicholas A. Gradisar

Title: Mayor

Date: March 13, 2023

