



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

**MONDAY, MARCH 27, 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 Micah Aragon, Pueblo Christian Center
- C. PLEDGE OF ALLEGIANCE**
- D. ROLL CALL**
- E. SPECIAL RECOGNITIONS**
 - E1 Proclamation Presentation: "Child Abuse Prevention Month - April 2023", Keeley Luce, Resource Development Coordinator and Felysha Valdez, Family Care Specialist for Pueblo Child Advocacy Center
 - E2 Recognition Presentation: Pueblo Human Relations Commission, 2023 Student Calendar
 - E3 Proclamation Presentation: "Week of the Young Child - April 1-7 2023", Angela Shehorn, Director for Children First/Pueblo Early Childhood Council
 - E4 Recognition Presentation: ARPA Taskforce Volunteers
- 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 March 13, 2023, as distributed.
- K. PUBLIC HEARINGS**
 - K1 Public Hearing for the purpose of receiving public testimony as it pertains to the assessment of the costs of demolition and removal of dangerous buildings and other structures upon land located at 1608 Wabash Ave and 1103 E. 8 Street.
REQUIRED COUNCIL ACTION: Open the Hearing, Receive Public Testimony, and Close

the Hearing. Reference Items R5 and R6

L. 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.

M. RESOLUTIONS

- M1 A Resolution awarding a construction contract in the amount of \$653,921.80 to Tony J. Beltramo & Sons, Inc., for Project No. 23-050, Street Improvements - West 11th Street, setting forth \$98,088.20 for contingencies, and authorizing the Purchasing Agent to execute same
- M2 A Resolution awarding a construction contract in the amount of \$467,581.45 to Pyramid Construction, Inc., for Project No. 23-008, Street Improvements - Cheyenne Avenue, setting forth \$93,516.29 for contingencies, and authorizing the Purchasing Agent to execute same
- M3 A Resolution authorizing payment in the amount of \$65,000 from Project CI2113 - American Rescue Plan Act for a Government Project to renovate the Headwaters Fountain Water Circulation System, as authorized by Section 603(c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6
- M4 A Resolution authorizing the transfer of \$40,108 from Elmwood Golf Course Enterprise Capital Project EW2304 - Elmwood Golf Course Parking Lot Repairs into EW2303 - Elmwood Golf Course Irrigation Pump Station Replacement
- M5 A Resolution approving Amendment No. 4 to the Agreement for professional consulting services between the City of Pueblo, a Colorado Municipal Corporation, and Short-Elliott-Hendrickson, Inc., in the amount of \$18,685 for Project No. 21-075, Dillon and Eagleridge Roundabout, and authorizing the Purchasing Agent to execute same
- M6 A Resolution approving Amendment No. 5 of the Agreement for Professional Consulting services between the City of Pueblo, a Colorado Municipal Corporation, and Short-Elliott-Hendrickson, Inc., in the amount of \$22,031 for 21-075, Dillon and Eagleridge Roundabout, and authorizing the Purchasing Agent to execute same
- M7 A Resolution authorizing the issuance of a revocable permit to CASA of Pueblo, a Colorado nonprofit corporation, for the use of the public right-of-way adjacent to 107 Quincy Avenue for the purpose of installing awnings

N. ORDINANCES – FIRST PRESENTATION

- N1 An Ordinance approving an agreement for Professional Engineering services in the amount of \$300,000 between the City of Pueblo, a Colorado Municipal Corporation, and Brown and Caldwell, Inc., for consulting engineering services with respect to the Stockyard Road 60- and 66-inch pipeline CIPP rehabilitation design and authorizing the Mayor to execute same - *Introduced March 13, 2023 by Larry Atencio*
- N2 An Ordinance approving a Public Art Donation Agreement between Tia Monson and the City of Pueblo, a Colorado 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 - *Introduced March 13, 2023 by Larry Atencio*
- N3 An Ordinance amending zoning restrictions to rezone 2001, 2005, 2009 Oakland Avenue,

lots 1 through 3 block 1, CF&I corporation subdivision, from R-2, single family residential and O-1, neighborhood office to R-5, Multiple Residential and Office Zone District - *Introduced March 13, 2023 by Larry Atencio*

- N4 An Ordinance amending zoning restrictions to rezone 2716 Thornberry Lane, lot 4, block 4, South Prairie Subdivision, 2nd filing, from B-3, Highway and Arterial Business District to I-2, Light Industrial District - *Introduced March 13, 2023 by Larry Atencio*
- N5 An Ordinance approving and authorizing the Mayor to execute the contract between the City of Pueblo, a Colorado Municipal Corporation, and Financial Consulting Solutions Group, Inc., d.b.a. FCS Group, to provide utility rate consulting services for the Pueblo Wastewater Department and naming said Company as the rate consultant of record - *Introduced March 13, 2023 by Larry Atencio*
- N6 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement between the City of Pueblo, a Colorado Municipal Corporation and Pueblo Crime Stoppers, 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 two hundred thousand dollars (\$200,000) from Project No. CI2113 - American Rescue Plan Act, for purposes of providing financial support to the "Lights on for Safety" Project for local small businesses located in Qualified Census Tracts in the City of Pueblo which were thereby disproportionately impacted by the COVID-19 pandemic
- N7 An Ordinance approving and authorizing the City to sell and assign certain liens encumbering real property pursuant to Title VII, Chapter 9 of the Pueblo Municipal Code, and authorizing the Mayor to execute assignments of lien - *Introduced March 13, 2023 by Larry Atencio*
- N8 An Ordinance fixing the monthly salaries of the members and President of the City Council at \$1,400 and \$1,800 respectively - *Introduced March 13, 2023 by Larry Atencio*
- N9 An Ordinance approving and authorizing the Mayor to sign a Subrecipient Agreement between the City of Pueblo, a Colorado Municipal Corporation and the Southern Colorado Harm Reduction Association, a Colorado nonprofit corporation, as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6 and authorizing the payment of nine hundred seventy-five thousand dollars (\$975,000) from project no. CI2113 - American Rescue Plan Act, for purposes thereof - *Introduced March 13, 2023 by Larry Atencio*
- N10 An Ordinance amending Sections 11-1-401 and 11-1-407 of the Pueblo Municipal Code to add a mandatory minimum jail sentence for those convicted thereof, where the value of the property stolen is three hundred dollars (\$300) or more, and to amend Section 1-2-1 of the Pueblo Municipal Code to add a mandatory minimum jail sentence for those convicted as habitual offenders having violated section 11-1-401 or 11-1-407 of the Code - *Introduced March 13, 2023 by Larry Atencio*

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 April 10, 2023, and Order the Ordinances to be published BY TITLE.

P. REGULAR AGENDA

Q. RESOLUTIONS

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 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 - *Introduced March 13, 2023 by Larry Atencio*
- R2 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 - *Introduced March 13, 2023 by Larry Atencio*
- R3 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 - *Introduced March 13, 2023 by Larry Atencio*
- R4 An Ordinance approving Amendment No. 1 Fixed Base Operator Ground Lease and Operating Agreement by and between the City of Pueblo, a Colorado 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 - *Introduced March 13, 2023 by Larry Atencio*
- R5 An Ordinance to assess the cost of demolition and removal of dangerous buildings upon land located at 1608 Wabash Avenue - *Introduced March 13, 2023 by Larry Atencio*
- R6 An Ordinance to assess the cost of demolition and removal of dangerous buildings upon land located at 1103 E. 8th Street - *Introduced March 13, 2023 by Larry Atencio*
- R7 An Ordinance amending Ordinance No. 10373 to update the assigned project number from PL2203 to PL2301 - *Introduced March 13, 2023 by Larry Atencio*
- R8 An Ordinance approving a Public Art Donation Agreement between Reid Miller and the City of Pueblo, a Colorado 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 - *Introduced March 13, 2023 by Larry Atencio*
- R9 An Ordinance approving a Deferred Improvements Agreement between Mark Ditkoff and the City of Pueblo, a Colorado Municipal Corporation, relating to the construction of public improvements incidental to a rearrangement of property boundaries and authorizing execution thereof by the Mayor - *Introduced March 13, 2023 by Larry Atencio*
- R10 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 - *Introduced March 13, 2023 by Larry Atencio*
- R11 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 - *Introduced March 13, 2023 by Larry Atencio*

S. ADJOURN



Background Paper for Proposed Resolution

COUNCIL MEETING DATE: March 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: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$653,921.80 TO TONY J. BELTRAMO & SONS, INC., FOR PROJECT NO. 23-050, STREET IMPROVEMENTS - WEST 11TH STREET, SETTING FORTH \$98,088.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Tony J. Beltramo & Sons, Inc., for 23-050, Street Improvements - West 11th Street.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of ADA curb ramp improvements and a 2-inch mill and overlay on West 11th Street in Pueblo, Colorado. This resolution awards the construction contract to Tony J. Beltramo & Sons, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$752,010.00 will be paid from account CI2309 Road & Street Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-050 Bid Summary

RESOLUTION NO. 15178

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$653,921.80 TO TONY J. BELTRAMO & SONS, INC., FOR PROJECT NO. 23-050, STREET IMPROVEMENTS - WEST 11TH STREET, SETTING FORTH \$98,088.20 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-050, Street Improvements - West 11th Street have been received and examined; and

WHEREAS, the proposal of Tony J. Beltramo & Sons, 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. 23-050, Street Improvements - West 11th Street to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-050, Street Improvements - West 11th Street, to be performed, and the contract for said project is hereby awarded to Tony J. Beltramo & Sons, Inc., in the amount of \$653,921.80.

SECTION 2.

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

SECTION 3.

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

Contingencies and Additional Work.....\$98,088.20

SECTION 4.

Funds for Project 23-050 (including contingencies and additional work) shall be from Project No. CI2309, Road & Street Repairs.

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.

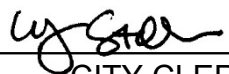
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 27, 2023

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK



EVALUATION TABULATION
IFB No. 23-050 (CI2309)
Street Improvements - West 11th Street
RESPONSE DEADLINE: March 8, 2023 at 10:00 am
Report Generated: Wednesday, March 8, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Tony J Beltramo & Sons, Inc.	\$653,921.80
Pyramid Construction, Inc.	\$697,188.30
Martin Marietta Materials, Inc.	\$717,184.53
Sunland Asphalt & Construction, LLC	\$750,446.2665
Baha Construction, Inc.	\$760,111.73
JARCCO Construction LLC	\$848,965.00

BASE BID (Table 1 of 2)

EVALUATION TABULATION
IFB No. 23-050 (CI2309)
Street Improvements - West 11th Street

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		JARCCO Construction LLC		Martin Marietta Materials, Inc.		Pyramid Construction, Inc.		Sunland Asphalt & Construction, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	855	SF	\$5.23	\$4,471.65	\$4.00	\$3,420.00	\$6.70	\$5,728.50	\$4.00	\$3,420.00	\$5.85	\$5,001.75
X	2	Remove Curb and Gutter	401	LF	\$4.38	\$1,756.38	\$15.00	\$6,015.00	\$5.20	\$2,085.20	\$11.00	\$4,411.00	\$13.53	\$5,425.53
X	3	Remove Concrete	1583	SF	\$2.42	\$3,830.86	\$5.00	\$7,915.00	\$6.55	\$10,368.65	\$4.20	\$6,648.60	\$4.13	\$6,537.79
X	4	Remove Reinforced Concrete	814	SF	\$5.06	\$4,118.84	\$6.00	\$4,884.00	\$6.35	\$5,168.90	\$7.25	\$5,901.50	\$7.28	\$5,925.92
X	5	Construct Curb Head	199	LF	\$25.00	\$4,975.00	\$40.00	\$7,960.00	\$26.65	\$5,303.35	\$34.00	\$6,766.00	\$24.80	\$4,935.20
X	6	Construct Curb and Gutter	401	LF	\$43.75	\$17,543.75	\$45.00	\$18,045.00	\$59.20	\$23,739.20	\$39.00	\$15,639.00	\$37.64	\$15,093.64
X	7	Construct 4" Concrete	267	SF	\$10.00	\$2,670.00	\$11.00	\$2,937.00	\$13.79	\$3,681.93	\$12.50	\$3,337.50	\$9.32	\$2,488.44
X	8	Construct 6" Concrete	1316	SF	\$12.50	\$16,450.00	\$12.00	\$15,792.00	\$14.95	\$19,674.20	\$12.75	\$16,779.00	\$11.44	\$15,055.04
X	9	Construct 7" Reinforced Concrete	814	SF	\$15.00	\$12,210.00	\$14.00	\$11,396.00	\$16.75	\$13,634.50	\$17.50	\$14,245.00	\$15.58	\$12,682.12
X	10	Install 24" X 30" Tactile Band	28	EA	\$562.50	\$15,750.00	\$235.00	\$6,580.00	\$485.00	\$13,580.00	\$875.00	\$24,500.00	\$423.45	\$11,856.60

EVALUATION TABULATION

IFB No. 23-050 (CI2309)

Street Improvements - West 11th Street

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		JARCCO Construction LLC		Martin Marietta Materials, Inc.		Pyramid Construction, Inc.		Sunland Asphalt & Construction, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	11	Construct Asphalt Roadway Patch	855	SF	\$14.38	\$12,294.90	\$11.00	\$9,405.00	\$8.00	\$6,840.00	\$4.00	\$3,420.00	\$11.4403	\$9,781.4565
X	12	Asphalt Cold Mill Planning 2-inches	24353	SY	\$3.10	\$75,494.30	\$5.00	\$121,765.00	\$2.80	\$68,188.40	\$2.40	\$58,447.20	\$4.19	\$102,039.07
X	13	Install HMA PG SX 64-28 Asphalt Overlay	2679	Tons	\$134.00	\$358,986.00	\$185.00	\$495,615.00	\$102.75	\$275,267.25	\$123.00	\$329,517.00	\$142.26	\$381,114.54
X	14	Remove and Replace Asphaltic Plug Expansion Joint	4	EA	\$781.25	\$3,125.00	\$750.00	\$3,000.00	\$17,055.00	\$68,220.00	\$12,750.00	\$51,000.00	\$0.00	\$0.00
X	15	Adjust Manholes to Finished Grade	1	EA	\$1,593.75	\$1,593.75	\$2,500.00	\$2,500.00	\$1,235.00	\$1,235.00	\$425.00	\$425.00	\$250.00	\$250.00
X	16	Adjust Water Valves to Finished Grade	15	EA	\$356.25	\$5,343.75	\$750.00	\$11,250.00	\$255.00	\$3,825.00	\$125.00	\$1,875.00	\$231.25	\$3,468.75

EVALUATION TABULATION

Public Improvement Invitation for Bid - Street Improvements - West 11th Street

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EVALUATION TABULATION

IFB No. 23-050 (CI2309)

Street Improvements - West 11th Street

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		JARCCO Construction LLC		Martin Marietta Materials, Inc.		Pyramid Construction, Inc.		Sunland Asphalt & Construction, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	17	Adjust Survey Boxes to Finished Grade	4	EA	\$531.25	\$2,125.00	\$750.00	\$3,000.00	\$415.00	\$1,660.00	\$185.00	\$740.00	\$250.00	\$1,000.00
X	18	Install Pavement Markings per City Plan (Tape 4" White)	562	SF	\$31.25	\$17,562.50	\$3.00	\$1,686.00	\$18.35	\$10,312.70	\$29.50	\$16,579.00	\$19.37	\$10,885.94
X	19	Install Pavement Markings per City Plan (Tape 4" Yellow)	2805	SF	\$31.25	\$87,656.25	\$2.00	\$5,610.00	\$18.35	\$51,471.75	\$29.50	\$82,747.50	\$19.19	\$53,827.95
X	20	Vehicle Towing Allowance	1	EA	\$625.00	\$625.00	\$750.00	\$750.00	\$175.00	\$175.00	\$215.00	\$215.00	\$3,125.00	\$3,125.00
X	21	Install Class 6 Base Material (Place and Compact)	20	TON	\$82.69	\$1,653.80	\$97.00	\$1,940.00	\$65.00	\$1,300.00	\$65.00	\$1,300.00	\$93.14	\$1,862.80
X	22	Asphalt Patching (3-inches HMA on 8-inches ABC)	500	SF	\$20.00	\$10,000.00	\$14.00	\$7,000.00	\$16.75	\$8,375.00	\$7.75	\$3,875.00	\$3.6358	\$1,817.90

EVALUATION TABULATION

Public Improvement Invitation for Bid - Street Improvements - West 11th Street

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EVALUATION TABULATION

IFB No. 23-050 (CI2309)

Street Improvements - West 11th Street

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		JARCCO Construction LLC		Martin Marietta Materials, Inc.		Pyramid Construction, Inc.		Sunland Asphalt & Construction, LLC	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	23	Asphalt Patching (3-inches)	500	SF	\$6.00	\$3,000.00	\$11.00	\$5,500.00	\$6.00	\$3,000.00	\$4.00	\$2,000.00	\$2.3929	\$1,196.45
X	24	Erosion and Sediment Control	1	LS	\$10,625.00	\$10,625.00	\$10,000.00	\$10,000.00	\$4,250.00	\$4,250.00	\$8,200.00	\$8,200.00	\$15,625.00	\$15,625.00
X	25	Traffic Control	1	LS	\$21,250.00	\$21,250.00	\$35,000.00	\$35,000.00	\$87,100.00	\$87,100.00	\$15,600.00	\$15,600.00	\$30,875.00	\$30,875.00
X	26	Mobilization	1	LS	\$65,000.00	\$65,000.00	\$50,000.00	\$50,000.00	\$23,000.00	\$23,000.00	\$19,600.00	\$19,600.00	\$48,574.38	\$48,574.38
Total						\$760,111.73		\$848,965.00		\$717,184.53		\$697,188.30		\$750,446.2665

BASE BID (Table 2 of 2)

					Tony J Beltramo & Sons, Inc.	
Selected	Line Item	Description	Quantity	Unit of Measure	Unit Cost	Total
X	1	Remove Asphalt	855	SF	\$2.00	\$1,710.00
X	2	Remove Curb and Gutter	401	LF	\$10.00	\$4,010.00
X	3	Remove Concrete	1583	SF	\$2.00	\$3,166.00
X	4	Remove Reinforced Concrete	814	SF	\$2.00	\$1,628.00
X	5	Construct Curb Head	199	LF	\$24.00	\$4,776.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Street Improvements - West 11th Street

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EVALUATION TABULATION

IFB No. 23-050 (CI2309)

Street Improvements - West 11th Street

Selected	Line Item	Description	Quantity	Unit of Measure	Tony J Beltramo & Sons, Inc.	
					Unit Cost	Total
X	6	Construct Curb and Gutter	401	LF	\$39.00	\$15,639.00
X	7	Construct 4" Concrete	267	SF	\$9.00	\$2,403.00
X	8	Construct 6" Concrete	1316	SF	\$11.00	\$14,476.00
X	9	Construct 7" Reinforced Concrete	814	SF	\$14.00	\$11,396.00
X	10	Install 24" X 30" Tactile Band	28	EA	\$500.00	\$14,000.00
X	11	Construct Asphalt Roadway Patch	855	SF	\$10.30	\$8,806.50
X	12	Asphalt Cold Mill Planning 2-inches	24353	SY	\$2.45	\$59,664.85
X	13	Install HMA PG SX 64-28 Asphalt Overlay	2679	Tons	\$92.55	\$247,941.45
X	14	Remove and Replace Asphaltic Plug Expansion Joint	4	EA	\$15,000.00	\$60,000.00
X	15	Adjust Manholes to Finished Grade	1	EA	\$1,500.00	\$1,500.00
X	16	Adjust Water Valves to Finished Grade	15	EA	\$300.00	\$4,500.00
X	17	Adjust Survey Boxes to Finished Grade	4	EA	\$300.00	\$1,200.00
X	18	Install Pavement Markings per City Plan (Tape 4" White)	562	SF	\$20.00	\$11,240.00
X	19	Install Pavement Markings per City Plan (Tape 4" Yellow)	2805	SF	\$20.00	\$56,100.00
X	20	Vehicle Towing Allowance	1	EA	\$250.00	\$250.00
X	21	Install Class 6 Base Material (Place and Compact)	20	TON	\$62.00	\$1,240.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Street Improvements - West 11th Street

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EVALUATION TABULATION
 IFB No. 23-050 (CI2309)
 Street Improvements - West 11th Street

Selected	Line Item	Description	Quantity	Unit of Measure	Tony J Beltramo & Sons, Inc.	
					Unit Cost	Total
X	22	Asphalt Patching (3-inches HMA on 8-inches ABC)	500	SF	\$10.15	\$5,075.00
X	23	Asphalt Patching (3-inches)	500	SF	\$5.60	\$2,800.00
X	24	Erosion and Sediment Control	1	LS	\$1,500.00	\$1,500.00
X	25	Traffic Control	1	LS	\$55,200.00	\$55,200.00
X	26	Mobilization	1	LS	\$63,700.00	\$63,700.00
Total						\$653,921.80

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	JARCCO Construction LLC	Martin Marietta Materials, Inc.	Pyramid Construction, Inc.	Sunland Asphalt & Construction, LLC	Tony J Beltramo & Sons, Inc.
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass		Pass	Pass	Pass	Pass
NAME, TITLE, and CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS	No Response	No Response	No Response	No Response	No Response	No Response
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

IFB No. 23-050 (CI2309)

Street Improvements - West 11th Street

Question Title	Baha Construction, Inc.	JARCCO Construction LLC	Martin Marietta Materials, Inc.	Pyramid Construction, Inc.	Sunland Asphalt & Construction, LLC	Tony J Beltramo & Sons, Inc.
COLORADO LABOR REQUIREMENT:		Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:	No Response	No Response	No Response	No Response	No Response	No Response
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Street Improvements - West 11th Street

Page 8



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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: A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$467,581.45 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 23-008, STREET IMPROVEMENTS - CHEYENNE AVENUE, SETTING FORTH \$93,516.29 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

Attached is a resolution awarding a construction contract to Pyramid Construction, Inc., for Project No. 23-008, Street Improvements - Cheyenne Avenue.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

In general, this project will consist of concrete and asphalt improvements to Cheyenne Avenue between West 11th and West 14th Streets in Pueblo, Colorado. This Resolution awards the construction contract to Pyramid Construction, Inc.

FINANCIAL IMPLICATIONS:

Funding (including contingencies) in the amount of \$561,097.74 will be paid from account CI2309 Road & Street Repairs.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel this project.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 23-008 Bid Summary

RESOLUTION NO. 15179

A RESOLUTION AWARDING A CONSTRUCTION CONTRACT IN THE AMOUNT OF \$467,581.45 TO PYRAMID CONSTRUCTION, INC., FOR PROJECT NO. 23-008, STREET IMPROVEMENTS - CHEYENNE AVENUE, SETTING FORTH \$93,516.29 FOR CONTINGENCIES, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, competitive bids for Project No. 23-008, Street Improvements - Cheyenne Avenue have been received and examined; and,

WHEREAS, the proposal of Pyramid Construction, Inc., was the lowest of those bids determined to be responsive, and the Committee of Awards recommends to the City Council that it authorize Project No. 23-008, Street Improvements - Cheyenne Avenue to be performed; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The City Council authorizes Project No. 23-008, Street Improvements - Cheyenne Avenue, to be performed, and the contract for said project is hereby awarded to Pyramid Construction, Inc., in the amount of \$467,581.45.

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.....\$93,516.29

SECTION 4.

Funds for Project 23-008 (including contingencies and additional work) shall be from Project No. CI2309, Road & Street Repair.

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.

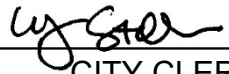
SECTION 6.

This Resolution shall become effective immediately upon passage and approval.

INTRODUCED: March 27, 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. 23-008 (CI2204)
Street Improvements - Cheyenne Avenue
RESPONSE DEADLINE: March 8, 2023 at 10:30 am
Report Generated: Wednesday, March 8, 2023

SELECTED VENDOR TOTALS

Vendor	Total
Pyramid Construction, Inc.	\$467,581.45
JA Concrete, Inc	\$506,564.70
Tony J Beltramo & Sons, Inc.	\$507,182.232
Baha Construction, Inc.	\$542,764.70
JARCCO Construction LLC	\$941,255.00

BASE BID

Revised for Addendum No. 1

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		JA Concrete, Inc		JARCCO Construction LLC		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	1	Remove Asphalt	38500	SF	\$1.35	\$51,975.00	\$1.05	\$40,425.00	\$3.00	\$115,500.00	\$0.75	\$28,875.00	\$0.45	\$17,325.00

EVALUATION TABULATION

IFB No. 23-008 (CI2204)

Street Improvements - Cheyenne Avenue

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		JA Concrete, Inc		JARCCO Construction LLC		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	2	Remove Curb & Gutter	332	LF	\$4.35	\$1,444.20	\$10.00	\$3,320.00	\$15.00	\$4,980.00	\$12.00	\$3,984.00	\$10.00	\$3,320.00
X	3	Remove Concrete	256	SF	\$3.25	\$832.00	\$2.20	\$563.20	\$5.00	\$1,280.00	\$9.00	\$2,304.00	\$1.00	\$256.00
X	4	Remove Reinforced Concrete	1233	SF	\$5.00	\$6,165.00	\$2.41	\$2,971.53	\$6.00	\$7,398.00	\$7.75	\$9,555.75	\$1.00	\$1,233.00
X	5	Earthwork	2042	CY	\$15.00	\$30,630.00	\$18.45	\$37,674.90	\$85.00	\$173,570.00	\$19.00	\$38,798.00	\$27.00	\$55,134.00
X	6	Construct Curb & Gutter	2427	LF	\$37.00	\$89,799.00	\$26.10	\$63,344.70	\$45.00	\$109,215.00	\$23.00	\$55,821.00	\$34.15	\$82,882.05
X	7	Construct 6" Curb Head	37	LF	\$19.50	\$721.50	\$18.25	\$675.25	\$40.00	\$1,480.00	\$35.00	\$1,295.00	\$17.50	\$647.50
X	8	Const. 4" Concrete	2288	SF	\$9.00	\$20,592.00	\$10.73	\$24,550.24	\$11.00	\$25,168.00	\$8.15	\$18,647.20	\$8.25	\$18,876.00
X	9	Const. 6" Concrete	585	SF	\$12.00	\$7,020.00	\$12.36	\$7,230.60	\$12.00	\$7,020.00	\$12.50	\$7,312.50	\$10.25	\$5,996.25
X	10	Const. 7" Reinforced Concrete	7766	SF	\$14.00	\$108,724.00	\$16.08	\$124,877.28	\$14.00	\$108,724.00	\$13.50	\$104,841.00	\$13.00	\$100,958.00
X	11	Install 6" Class 6 ABC	1136	TON	\$38.00	\$43,168.00	\$26.00	\$29,536.00	\$90.00	\$102,240.00	\$41.00	\$46,576.00	\$32.437	\$36,848.432
X	12	Install 3" HMA PG64-22 SX	708	TON	\$138.00	\$97,704.00	\$130.00	\$92,040.00	\$185.00	\$130,980.00	\$127.00	\$89,916.00	\$93.00	\$65,844.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Street Improvements - Cheyenne Avenue

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EVALUATION TABULATION

IFB No. 23-008 (CI2204)

Street Improvements - Cheyenne Avenue

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		JA Concrete, Inc		JARCCO Construction LLC		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	13	Install 24" x 24" Tactile Band	3	EA	\$315.00	\$945.00	\$312.00	\$936.00	\$250.00	\$750.00	\$782.00	\$2,346.00	\$350.00	\$1,050.00
X	14	Install 24" x 30" Tactile Band	4	EA	\$430.00	\$1,720.00	\$425.00	\$1,700.00	\$300.00	\$1,200.00	\$915.00	\$3,660.00	\$428.00	\$1,712.00
X	15	Construct Sidewalk Culvert	1	LS	\$5,500.00	\$5,500.00	\$4,500.00	\$4,500.00	\$5,000.00	\$5,000.00	\$5,550.00	\$5,550.00	\$7,500.00	\$7,500.00
X	16	Construct Handrail	1	LS	\$3,600.00	\$3,600.00	\$1,400.00	\$1,400.00	\$10,000.00	\$10,000.00	\$4,000.00	\$4,000.00	\$3,500.00	\$3,500.00
X	17	Install Rip Rap Type "L"	10	TON	\$95.00	\$950.00	\$58.00	\$580.00	\$350.00	\$3,500.00	\$225.00	\$2,250.00	\$70.00	\$700.00
X	18	Adjust Sanitary Sewer Manholes to Final Grade	3	EA	\$1,200.00	\$3,600.00	\$800.00	\$2,400.00	\$1,000.00	\$3,000.00	\$250.00	\$750.00	\$1,500.00	\$4,500.00
X	19	Adjust Water Valves to Final Grade	7	EA	\$100.00	\$700.00	\$500.00	\$3,500.00	\$750.00	\$5,250.00	\$150.00	\$1,050.00	\$400.00	\$2,800.00
X	20	Stormwater Management & Erosion Control	1	LS	\$10,000.00	\$10,000.00	\$3,500.00	\$3,500.00	\$15,000.00	\$15,000.00	\$8,050.00	\$8,050.00	\$1,500.00	\$1,500.00
X	21	Traffic Control	1	LS	\$16,975.00	\$16,975.00	\$30,840.00	\$30,840.00	\$45,000.00	\$45,000.00	\$19,000.00	\$19,000.00	\$37,600.00	\$37,600.00

EVALUATION TABULATION

Public Improvement Invitation for Bid - Street Improvements - Cheyenne Avenue

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EVALUATION TABULATION

IFB No. 23-008 (CI2204)

Street Improvements - Cheyenne Avenue

Selected	Line Item	Description	Quantity	Unit of Measure	Baha Construction, Inc.		JA Concrete, Inc		JARCCO Construction LLC		Pyramid Construction, Inc.		Tony J Beltramo & Sons, Inc.	
					Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total	Unit Cost	Total
X	22	Mobilization	1	LS	\$40,000.00	\$40,000.00	\$30,000.00	\$30,000.00	\$65,000.00	\$65,000.00	\$13,000.00	\$13,000.00	\$57,000.00	\$57,000.00
Total						\$542,764.70		\$506,564.70		\$941,255.00		\$467,581.45		\$507,182.232

VENDOR QUESTIONNAIRE PASS/FAIL

Question Title	Baha Construction, Inc.	JA Concrete, Inc	JARCCO Construction LLC	Pyramid Construction, Inc.	Tony J Beltramo & Sons, Inc.
BID GUARANTEE	Pass	Pass	Pass	Pass	Pass
CONFIRMATION OF UNDERSTANDING AND OFFER	Pass	Pass	Pass	Pass	Pass
NAME, TITLE, AND CONTACT INFORMATION	Pass	Pass	Pass	Pass	Pass
ACKNOWLEDGEMENTS	No Response	No Response	No Response	No Response	No Response
AFFIRMATIVE ACTION PLAN REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
COLORADO LABOR REQUIREMENT:	Pass	Pass	Pass	Pass	Pass
SALES AND/OR USE TAX INFORMATION	Pass	Pass	Pass	Pass	Pass
Has/is this firm or any officer or partner of this firm:	No Response	No Response	No Response	No Response	No Response

EVALUATION TABULATION

Public Improvement Invitation for Bid - Street Improvements - Cheyenne Avenue

Page 4

EVALUATION TABULATION

IFB No. 23-008 (CI2204)

Street Improvements - Cheyenne Avenue

Question Title	Baha Construction, Inc.	JA Concrete, Inc	JARCCO Construction LLC	Pyramid Construction, Inc.	Tony J Beltramo & Sons, Inc.
Convicted of a criminal offense	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal statutes	Pass	Pass	Pass	Pass	Pass
Convicted under state or federal antitrust statutes	Pass	Pass	Pass	Pass	Pass
Failed to perform	Pass	Pass	Pass	Pass	Pass
Suspension or Debarment	Pass	Pass	Pass	Pass	Pass
Unqualified	Pass	Pass	Pass	Pass	Pass
Unlicensed	Pass	Pass	Pass	Pass	Pass
Delinquent	Pass	Pass	Pass	Pass	Pass
Confirmation	Pass	Pass	Pass	Pass	Pass

EVALUATION TABULATION

Public Improvement Invitation for Bid - Street Improvements - Cheyenne Avenue

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**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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: A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$65,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR A GOVERNMENT PROJECT TO RENOVATE THE HEADWATERS FOUNTAIN WATER CIRCULATION SYSTEM, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

SUMMARY:

This Resolution authorizes payment in the amount of \$65,000.00 from Project CI2113 – American Rescue Plan Act (“ARPA”) for a government project to renovate the Headwaters Fountain water circulation system. This payment is authorized by Section 603 (c)(1)(C) of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6.

PREVIOUS COUNCIL ACTION:

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 revenue replacement funds which were expected from the American Recovery Plan Act (“ARPA”) for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

ARPA authorizes a revenue replacement calculation which allows local governments to use a portion of their total ARPA allocation for government services. Under ARPA, the City’s lost revenue as a result of the COVID-19 pandemic has been calculated to be \$10 million.

The Headwaters Fountain was installed in 2004 and is a key attraction to the downtown business and historic shopping districts.

At the end of last year's operating season, the vault that houses several pumps and the controller was flooded, causing extensive damage to the fountain's circulation system. All of the equipment was destroyed. These funds will allow the needed repairs.

FINANCIAL IMPLICATIONS:

Funding in the amount of \$65,000.00 is available and will be paid out of Project CI2113 – American Rescue Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to authorize payment for the renovation of the Headwaters Fountain water circulation system.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15180

A RESOLUTION AUTHORIZING PAYMENT IN THE AMOUNT OF \$65,000 FROM PROJECT CI2113 - AMERICAN RESCUE PLAN ACT FOR A GOVERNMENT PROJECT TO RENOVATE THE HEADWATERS FOUNTAIN WATER CIRCULATION SYSTEM, AS AUTHORIZED BY SECTION 603(C)(1)(C) OF THE AMERICAN RESCUE PLAN ACT AND U.S. TREASURY FINAL RULE 31 CFR 35.6

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

The transfer of funds in the amount of \$65,000.00 is hereby authorized from Project CI2113 - American Rescue Plan Act for the renovation of the Headwaters Fountain water circulation system.

SECTION 2.

The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution which are necessary or desirable to implement the transactions described herein.

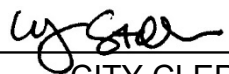
SECTION 3.

This Resolution shall become effective immediately upon final passage.

INTRODUCED: March 27, 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 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: A RESOLUTION AUTHORIZING THE TRANSFER OF \$40,108 FROM ELMWOOD GOLF COURSE ENTERPRISE CAPITAL PROJECT EW2304 - ELMWOOD GOLF COURSE PARKING LOT REPAIRS INTO EW2303 - ELMWOOD GOLF COURSE IRRIGATION PUMP STATION REPLACEMENT

SUMMARY:

This Resolution will authorize the transfer of \$40,108 from the Elmwood Golf Course Enterprise Capital Project EW2304 – Elmwood Golf Course Parking Lot Repairs into Capital Project EW2303 – Elmwood Golf Course Irrigation Pump Station Replacement.

PREVIOUS COUNCIL ACTION:

Not applicable to this Resolution.

BACKGROUND:

Over the past couple of years, the existing pumps and motors of Elmwood Golf Course's irrigation pump station have been showing signs of failure due to age and wear. The budgeted amount to replace the irrigation pump station at Elmwood Golf Course will not be enough to complete the project per the bids that were received.

FINANCIAL IMPLICATIONS:

Funds are available to complete this project.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Resolution.

STAKEHOLDER PROCESS:

Not applicable to this Resolution.

ALTERNATIVES:

City Council could decide not to approve this transfer and the irrigation pump replacement project will not be completed.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

None

RESOLUTION NO. 15181

A RESOLUTION AUTHORIZING THE TRANSFER OF \$40,108 FROM ELMWOOD GOLF COURSE ENTERPRISE CAPITAL PROJECT EW2304 - ELMWOOD GOLF COURSE PARKING LOT REPAIRS INTO EW2303 - ELMWOOD GOLF COURSE IRRIGATION PUMP STATION REPLACEMENT

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Funds in the amount of \$40,108.00 in the Elmwood Golf Course Enterprise Capital Project EW2304 - Elmwood Golf Course Parking Lot Repairs will be transferred into Capital Project EW2303 - Elmwood Golf Course Irrigation Pump Station Replacement.

SECTION 2.

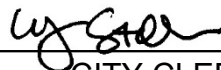
The officers and staff of the City are authorized to perform any and all acts consistent with the intent of this Resolution which are necessary or desirable to implement the transactions described herein.

SECTION 3.

This Resolution shall become effective immediately upon final passage.

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 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: A RESOLUTION APPROVING AMENDMENT NO. 4 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF \$18,685 FOR PROJECT NO. 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Amendment No. 4 to the Professional Consulting Services Agreement awarded to Short-Elliott-Hendrickson, Inc. (SEH), in the amount of \$18,685.00 for Project No. 21-075 (CI1819), SHO M086-084 (23584), Dillon and Eagleridge Roundabout

PREVIOUS COUNCIL ACTION:

Ordinance 9350, dated September 24, 2018, established project CI1819 and budgeted and appropriated funds in the amount of \$250,000.00 to said project.

Ordinance 9889, dated February 22, 2021, approved an agreement with CDOT, accepting a grant from Federal Highway Administration (FHWA) in the amount of \$1,800,000.00 and budgeted and appropriated those funds into said project.

Resolution 14824, dated March 14, 2022, awarded an agreement for Professional Engineering services in the amount of \$229,243.00 to Short-Elliott Hendrickson, Inc., for Project No. 21-075 Dillon and Eagleridge Roundabout.

BACKGROUND:

The City of Pueblo was awarded a Highway Safety Improvements Project (HSIP) through the Colorado Department of Transportation (CDOT).

The grant funds, along with the allocated 2018 General Funds, will be used to design and construct a traffic roundabout in the intersection of Dillon Drive and Eagleridge Boulevard in the City of Pueblo. The roundabout will provide a free flow condition for all turning movements and will eliminate stop signs. Additionally, the median and concrete curb and gutter, striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Crosswalks, curb ramps, landscaping, and other appurtenances will also be installed.

Amendments No. 1 through No. 3 were executed by the purchasing agent as they were determined to be minor amendments.

Amendment No. 1 to this contract was to clarify and more specifically identify the scope of work to be performed under the agreement.

Amendment No. 2 to this contract was to provide a rate change, allowing 2022 staff and rates to the existing contract. This amendment did not increase the \$229,243.00 base contract compensation.

Amendment No. 3 to this contract was to add additional services for Traffic Study and Operations Evaluation Level 1 as required by CDOT. This amendment increased the base contract amount by \$22,228.00.

This amendment, Amendment No. 4 to this contract, is to provide additional services for an Operations Evaluation Level 2 as required by CDOT. This amendment increases the base contract amount by \$18,685.00, making the current contract amount \$270,156.00.

FINANCIAL IMPLICATIONS:

Funding for the original Agreement (\$229,243.00), Amendment No. 3 (\$22,228.00) and Amendment No. 4 (\$18,685.00) will be paid from account CI1819, Dillon and Eagleridge Roundabout.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the design of the additional improvements required by CDOT; therefore, putting the City at default of the Local Agency requirements, passed on by FHWA and enforced by CDOT.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 21-075 SEH Amendment No 4

RESOLUTION NO. 15182

A RESOLUTION APPROVING AMENDMENT NO. 4 TO THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF \$18,685 FOR PROJECT NO. 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Project No. 21-075 (CI1819), SHO M086-084 (23584) Dillon and Eagleridge Roundabout Project was awarded to Short-Elliott-Hendrickson, Inc., on March 14 2022; and,

WHEREAS, additional design and engineering work contemplated by Amendment No. 4 is needed; and,

WHEREAS, it is in the best interest of the City of Pueblo to proceed with and complete such design in the manner herein provided; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 4, by and between the City of Pueblo, a Municipal Corporation, and Short-Elliott-Hendrickson, Inc., a Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 4 to be performed in the amount of \$18,685.00.

SECTION 2.

Funds in the amount of \$18,685.00 will be paid from Project CI1819, Dillon and Eagleridge Roundabout Project.

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 4 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 4.

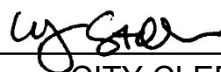
The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**AMENDMENT NO. 4 TO THE
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
SHORT-ELLIOTT-HENDRICKSON, INCORPORATED**

This Amendment No. 4 to the Agreement for Professional Consulting Services (“Amendment”) is executed to be effective as of the _____ day of _____, 2023, by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation (“Owner”) and Short-Elliott-Hendrickson, Incorporated, a registered Minnesota Corporation authorized to do business in the State of Colorado, a professional consulting/engineering firm (hereinafter “Consultant”). Owner and Consultant are sometimes referred to herein as a “Party” and collectively, as the “Parties.” WITNESSETH THAT:

WHEREAS, Owner and Consultant entered into that certain Agreement for Professional Design/Consulting Services dated the 15th day of March, 2022 (the “Agreement”) for Bid 21-075 RFQ - Design and Engineering for Dillon and Eagleridge Roundabout; and

WHEREAS, Owner and Consultant desire to modify the Agreement pursuant to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner and Consultant hereby agree to the following:

AGREEMENT

1. The Agreement is amended by expanding the scope of work to include the following additional services:

Consultant shall provide additional work for the project including project management, preparation of exhibits and data for Level 2 Operations Evaluation questionnaire, and traffic analysis to understand existing and future conditions as outlined in Attachment A.

2. Attachment A to this Amendment No. 4 shall be added to the original scope of work, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

3. With respect to services provided under the Amendment No. 4, the fee schedule attached as Attachment B to this Amendment No. 4 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 4 shall not exceed the maximum amount of \$18,685.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

4. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Except as expressly modified by this Amendment No. 4, the Agreement and any and all prior amendments thereto, shall remain in full force and effect. Except as modified by this Amendment No. 4, any obligations to be performed under the Agreement, and any and all prior amendments thereto, by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 4.

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy

or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

IN WITNESS WHEREOF, the Parties to this Amendment No. 4 have set forth their hand, to be effective as of the effective date.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

**SHORT-ELLIOTT-HENDRICKSON,
INCORPORATED**

By _____
Naomi C. Hedden, Director of Purchasing

By _____
James Hayson, Principal-In-Charge

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM:

Dan Kogovsek, City Attorney

Attachment(s): Attachment A - Scope of Services
Attachment B - Fee Schedule

Scope of Work

Excerpt from Proposal to City dated February 28, 2023, pages 1 –2

Dillon Dr. and Eagleridge Blvd. Roundabout Level 2 Operations Evaluation

Project Understanding and Limits: The project involves the design of a traffic roundabout at the intersection of Dillon Drive and Eagleridge Boulevard east of I-25 on the northeast side of the City of Pueblo. The roundabout shall provide a free-flow condition for all turning movements to eliminate the existing stop-controlled intersection configuration. Medians and concrete curb and gutter, as well as striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Additional improvements to include crosswalks, curb ramps, landscaping and other appurtenances will also be installed. The design and construction of the project will be funded through a grant received from the Colorado Department of Transportation; therefore, all design and requirements will adhere to FHWA oversight.

Scope: The Basic Services provided by SEH as set forth herein is provided subject to the attached Agreement for Professional Services.

Unless task is explicitly included in scope of work, task is explicitly excluded.

Our services will consist of:

Project Management

1. Attend task kick-off meeting with key City of Pueblo and SEH team members for the purpose of discussing the project scope, schedule, issues and opportunities, and critical success factors.
2. Project management to include records management, archiving and communications.
3. Monthly invoicing and status reporting throughout course of project.
4. Maintaining project budget and schedule.

Deliverables: *Approved schedule, updates to schedule as necessary, monthly invoices with progress reports, monthly budget reports, weekly progress summaries, meeting minutes.*

Level 2 Operations Evaluation

1. Preparation of responses exhibits and data for Level 2 Operations Evaluation questionnaire.
 - a. Assessment of overall condition of the corridor or network.
 - b. Determine the appropriate Measures of Effectiveness (MOEs) to fully understand the existing issues.
 - c. Determine and document the modelling requirements and level of detail needed to achieve desired MOEs.
 - d. Determine and document the required spatial limits of the Model(s) to be used.
 - e. Third Party source response.
 - f. Data collection plan response.
 - g. Verification of land use data within model boundaries.
 - h. Verification and validation of collected data.
 - i. Calibration targets are within thresholds.
 - j. Determine if stochastic tools are needed.
2. Traffic analysis to understand existing and future conditions.
 - a. Review existing traffic impacts studies for adjacent relevant properties.
 - b. Data entry of recent traffic counts for intersection and spatial limits.
 - c. Syncro/Rodel models

- d. Intersection Control memo
- 3. Post-process models (reached equilibrium)
- 4. Network link and intersection capacity details.

Deliverables – *Traffic Impact Study/Memo; Operations Evaluation – Level 2 documentation to be submitted to CDOT for review and concurrence.*

Specific Exclusions/Assumptions

- This scope and fee are based on Operations Evaluation – Level 2 Review requirements and does not include Safety Evaluation Level 2, or greater reviews.
- City of Pueblo will provide, or give access to, SEH all previously approved agreements between City of Pueblo and CDOT.
- City of Pueblo will provide, or give access to, SEH other engineering design and traffic reports, not listed above.
- Traffic counts previously collected for intersection and I-25 on/off ramps are adequate for modelling and evaluation.
- Additional meetings, as requested by City of Pueblo, or required by CDOT, shall be conducted on a time and materials basis, based on the Rate Schedule Method.
- This fee proposal assumes that there will be no more than one (1) review/response cycle, per phase, with City of Pueblo or CDOT on the information provided.
- The fee assumes that the study area and scope of work provided by SEH at the time of the proposal will not change. Any modifications to the scope that affect the study area, project limits or scope shall be considered additional services and negotiated by City of Pueblo and SEH prior to any additional work commencing.

Fee Schedule

Excerpt from Proposal to City dated February 28, 2023, page 3

Operations Evaluation Level 2 - Fee Schedule 21-075 - Design and Engineering for Dillon and Eagleridge Roundabout		Level 2 - Operations Evaluation						
		Task Kick-off Conference Meeting with City. Includes Agenda and Meeting Minutes.	Task Order Oversight, Reporting, Project Management, Client Communication, Scheduling, Internal Team Management, Coordination, and Team Meetings	Preparation of responses, exhibits and data for Level 2 Operations Evaluation Questionnaire	Perform traffic analysis, Existing TIS data review, Inputs and Modelling utilizing Synchro/RODEL for signal limits to I-25 ramps	Draft Intersection Control Evaluation Memo	Address comments received from CDOT Region 2/HQ and finalize Level 2 Operations Evaluation	Total Hours
Labor Category	Labor Rate							
Project Manager/Civil Lead - (Jimmie Hayson)	\$170.00	1	4					5
Sr Professional Engineer II (Scott Hotoklin)	\$210.00	1		2	12		2	17
Sr. Traffic Engineer (Annette Marquez)	\$175.00	1		2	4	2	2	11
Traffic Engineer (Mitch Wagner)	\$137.00				24	32	12	68
Graduate Engineer (Craig Hayson)	\$108.00			16	8	2	2	28
Total Hours		3	4	20	48	36	18	129
Total Labor Cost		\$555	\$680	\$2,498	\$7,372	\$4,950	\$2,630	\$18,685.00
Other Direct Costs / Equipment / Materials / Supplies / Re-production / Mailings / Shipping / Services								
								\$0.00
Subtotal		\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00
Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem								
Number of People Traveling:								
Meals and Lodging								
Lodging - \$125/ Night.								\$0.00
Meals - \$55 Per Diem								\$0.00
Vehicle Mileage - Travel to/from								
Round Trip Mileage - Federal GSA Rate = \$0.62/mile (2022 Rate).								\$0.00
Airfare- Travel to/from + Baggage Fees								
Round Trip								\$0.00
Rental Car								
Rental Car - \$65/day								\$0.00
Rental Car Fuel								\$0.00
Subtotal - Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem		\$0	\$0	\$0	\$0	\$0	\$0	\$0.00
Total Cost		\$555.00	\$680.00	\$2,498.00	\$7,372.00	\$4,950.00	\$2,630.00	\$18,685.00



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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: A RESOLUTION APPROVING AMENDMENT NO. 5 OF THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF \$22,031 FOR 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

SUMMARY:

This Resolution approves Amendment No. 5 to the Professional Consulting Services Agreement awarded to Short-Elliott-Hendrickson, Inc. (SEH), in the amount of \$22,031.00 for Project No. 21-075 (CI1819), SHO M086-084 (23584), Dillon and Eagleridge Roundabout.

PREVIOUS COUNCIL ACTION:

Ordinance 9350, dated September 24, 2018, established project CI1819 and budgeted and appropriated funds in the amount of \$250,000.00 to said project.

Ordinance 9889, dated February 22, 2021, approved an agreement with CDOT, accepting a grant from Federal Highway Administration (FHWA) in the amount of \$1,800,000.00 and budgeted and appropriated those funds into said project.

Resolution 14824, dated March 14, 2022, awarded an agreement for professional engineering services in the amount of \$229,243.00 to Short-Elliott Hendrickson, Inc., for Project No. 21-075 Dillon and Eagleridge Roundabout.

BACKGROUND:

The City of Pueblo was awarded a Highway Safety Improvements Project (HSIP) through the Colorado Department of Transportation (CDOT).

The grant funds, along with the allocated 2018 General Funds, will be used to design and construct a traffic roundabout at the intersection of Dillon Drive and Eagleridge Boulevard in the City of Pueblo. The roundabout will provide a free flowing condition for all turning movements and will eliminate stop signs. Additionally, the median, and concrete curb and gutter, striping and appropriate signage will be installed on all four quadrants to delineate lanes and instruct drivers. Crosswalks, curb ramps, landscaping, and other appurtenances will also be installed.

Amendments No. 1 through No. 3 were executed by the purchasing agent as they were determined to be minor amendments.

Amendment No. 1 to this contract was to clarify and more specifically identify the scope of work to be performed under the agreement.

Amendment No. 2 to this contract was to provide a rate change, allowing 2022 staff and rates to the existing contract. This amendment did not increase the \$229,243.00 base contract compensation.

Amendment No. 3 to this contract was to add additional services for traffic study and Operations Evaluation Level 1 as required by CDOT. This amendment increased the base contract amount by \$22,228.00.

Amendment No. 4 to this contract will provide additional services for an Operations Evaluation Level 2 as required by CDOT. This amendment increases the base contract amount by \$18,685.00, making the current contract amount \$270,156.00. This amendment is also on the March 27, 2023, City Council Hearing.

Amendment No. 5 to this contract will provide additional work for the project including surveying and design services to upsize the sanitary sewer mains located in the same footprint of the proposed roundabout, project management, preparation of a sanitary sewer plan and profiles, preparation and submittal of a Sanitary Sewer Interceptor Site Approval Application, and preparation of a Basis of Design Report for inclusion with the Site Approval Application.

FINANCIAL IMPLICATIONS:

Funding for the original Agreement (\$229,243.00), Amendment No. 3 (\$22,228.00), Amendment No. 4 (\$18,685.00) and Amendment No. 5 (\$22,031.00) will be paid from account CI1819, Dillon and Eagleridge Roundabout.

BOARD/COMMISSION RECOMMENDATION:

None.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Denial of this resolution will cancel the design of the additional improvements requested by the Wastewater Department.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. 21-075 SEH Amendment No 5

RESOLUTION NO. 15183

A RESOLUTION APPROVING AMENDMENT NO. 5 OF THE AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND SHORT-ELLIOTT-HENDRICKSON, INC., IN THE AMOUNT OF \$22,031 FOR 21-075, DILLON AND EAGLERIDGE ROUNDABOUT, AND AUTHORIZING THE PURCHASING AGENT TO EXECUTE SAME

WHEREAS, Project No. 21-075 (CI1819), SHO M086-084 (23584) Dillon and Eagleridge Roundabout Project was awarded to Short-Elliott-Hendrickson, Inc., on March 14, 2022; and,

WHEREAS, additional design and engineering work contemplated by Amendment No. 5 is needed; and,

WHEREAS, it is in the best interest of the City of Pueblo to proceed with and complete such design in the manner herein provided; NOW, THEREFORE,

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

Amendment No. 5, by and between the City of Pueblo, a Municipal Corporation, and Short-Elliott-Hendrickson, Inc., a Colorado Corporation, a copy of which is attached hereto, having been approved as to form by the City of Pueblo Attorney, is hereby approved, and City Council authorizes the additional work contemplated by Amendment No. 5 to be performed in the amount of \$22,031.00

SECTION 2.

Funds in the amount of \$22,031.00 will be paid from Project CI1819, Dillon and Eagleridge Roundabout Project.

SECTION 3.

The Purchasing Agent is hereby authorized to execute Amendment No. 5 on behalf of the City of Pueblo, a Colorado Municipal Corporation, and the City Clerk shall affix the seal of the City thereto and attest same.

SECTION 4.

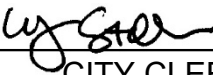
The officers of the City are authorized to perform any and all acts consistent with this Resolution to implement the policies and procedures described herein.

SECTION 5.

This Resolution shall become effective immediately upon passage and approval.

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

**AMENDMENT NO. 5 TO THE
AGREEMENT FOR PROFESSIONAL CONSULTING SERVICES
BY AND BETWEEN CITY OF PUEBLO AND
SHORT-ELLIOTT-HENDRICKSON, INCORPORATED**

This Amendment No. 5 to the Agreement for Professional Consulting Services (“Amendment”) is executed to be effective as of the _____ day of _____, 2023, by and between the City of Pueblo, Colorado, a Colorado Municipal Corporation (“Owner”) and Short-Elliott-Hendrickson, Incorporated, a registered Minnesota Corporation authorized to do business in the State of Colorado, a professional consulting/engineering firm (hereinafter “Consultant”). Owner and Consultant are sometimes referred to herein as a “Party” and collectively, as the “Parties.” WITNESSETH THAT:

WHEREAS, Owner and Consultant entered into that certain Agreement for Professional Design/Consulting Services dated the 15th day of March, 2022 (the “Agreement”) for Bid 21-075 RFQ - Design and Engineering for Dillon and Eagleridge Roundabout; and

WHEREAS, Owner and Consultant desire to modify the Agreement pursuant to the provisions set forth herein.

NOW, THEREFORE, in consideration of the foregoing premises, the mutual promises set forth herein and other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, Owner and Consultant hereby agree to the following:

AGREEMENT

1. The Agreement is amended by expanding the scope of work to include the following additional services:

Consultant shall provide additional work for the project including survey and design services to upsize the connected mains located in the same footprint of the proposed roundabout, project management, preparation of a sanitary sewer plan and profiles, preparation and submittal of a Sanitary Sewer Interceptor Site Approval Application, and preparation of a Basis of Design Report for inclusion with the Site Approval Application as outlined in Attachment A.

2. Attachment A to this Amendment No. 5 shall be added to the original scope of work, and Consultant shall complete the work items as generally described in said Attachment A in accordance with the terms of the Agreement and any and all prior amendments thereto.

3. With respect to services provided under the Amendment No. 5, the fee schedule attached as Attachment B to this Amendment No. 5 shall apply to compensation payable to Consultant. The aggregate compensation payable to the Consultant for performance of the additional services authorized by this Amendment No. 5 shall not exceed the maximum amount of \$22,031.00 as set forth in the Attachment B and notwithstanding whether the service is billed as Time and Material.

4. This Amendment shall be binding upon and inure to the benefit of the Parties hereto and their respective successors and assigns.

5. Except as expressly modified by this Amendment No. 5, the Agreement and any and all prior amendments thereto, shall remain in full force and effect. Except as modified by this Amendment No. 5, any obligations to be performed under the Agreement, and any and all prior amendments thereto, by either party are not waived nor excused in any manner but shall be performed in accordance with the terms and conditions of the Agreement as it existed prior to this Amendment No. 5.

6. This Amendment may be executed in one or more counterparts, each of which shall be deemed an original and all of which shall constitute one and the same document with the same effect as if all Parties had signed

the same original. The Parties further agree that transmission of this Amendment by any electronic format, telecopy or via email in a PDF format, shall be deemed transmission of the original Amendment for all purposes. Electronic signatures shall be deemed valid and binding to the same extent as the original

IN WITNESS WHEREOF, the Parties to this Amendment No. 5 have set forth their hand, to be effective as of the effective date.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

**SHORT-ELLIOTT-HENDRICKSON,
INCORPORATED**

By _____
Naomi C. Hedden, Director of Purchasing

By _____
James Hayson, Principal-In-Charge

Attest _____
Marisa Stoller, City Clerk

[S E A L]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM:

Dan Kogovsek, City Attorney

Attachment(s): Attachment A - Scope of Services
Attachment B - Fee Schedule

Scope of Work

Excerpt from Proposal to City received March 13, 2023, pages 1–3

**Dillon Dr. and Eagleridge Blvd. Roundabout
Sanitary Sewer Interceptor**

Project Understanding and Limits: Provide survey and design services to upsize the connected mains that are located in the same footprint as the proposed roundabout, including obtaining all required permits. Design for upsize should consider maintenance of sewer system and the effects it will create for traffic. Upstream development will eventually require the mains located where the proposed roundabout is planned to be upsized. To minimize construction cost and interruption to traffic, the Wastewater Department would like to upsize all pipe segments identified as being insufficient at the time of full development while the roundabout is being constructed. 24" and 27" interceptors will need to be submitted to the Colorado Department of Health and Environment for a site approval, per Regulation 22 of Code of Colorado Regulations.

Scope: The Basic Services provided by SEH as set forth herein is provided subject to the attached Agreement for Professional Services.

Unless task is explicitly included in scope of work, task is explicitly excluded.

Our services will consist of:

Project Management

1. Attend task kick-off meeting with key City of Pueblo Public Works, Wastewater Department and SEH team members for the purpose of discussing the project scope, schedule, issues and opportunities, and critical success factors.
2. Project management to include records management, archiving and communications.
3. Monthly invoicing and status reporting throughout course of project.
4. Maintaining project budget and schedule.

Deliverables: Approved schedule, updates to schedule as necessary, monthly invoices with progress reports, monthly budget reports, weekly progress summaries, meeting minutes.

Sanitary Sewer – Plan and Profiles

1. Plan and Profiles
 - a. Roadway centerline profile of existing and proposed ground
 - b. Plan view of sanitary sewer alignment
 - i. Stationing and labelling
 - ii. Roadway width
 - iii. Manhole spacing and structure identification numbers
 - iv. Sanitary sewer service locations, if applicable.
 1. Station and offset at property line
 2. Distance from downstream manhole
 - c. Profile view of sanitary sewer alignment
 - i. Sanitary sewer manholes
 1. Rim Elevations
 2. Invert Elevations
 - ii. Sanitary sewer interceptor main line
 1. Material

2. Size
3. Length
4. Slope
- iii. Depiction of any utility crossing or conflict
2. Details
 - a. Typical trench
 - b. Manholes
 - c. Service connections, if applicable
 - d. Tracer wire connections

Deliverables – Construction plans for incorporation into roundabout construction plan set

Sanitary Sewer Interceptor Site Approval Application

1. Prepare and submit Site Approval Application for Sanitary Sewer Interceptor to CDPHE on behalf of the City of Pueblo.
2. Prepare Basis of Design Report for inclusion with Site Approval Application
 - a. Description and purpose of project
 - b. Supporting calculations, analyses, historical data, and technical assumptions.
 - c. The design period and the basis for the selected design period.
 - d. Population densities.
 - e. Areas served in acres or square miles.
 - f. Per capita wastewater contribution.
 - g. Infiltration/inflow analysis
 - h. Industrial and commercial wastewater contributions.
 - i. Design flow rates
 - j. Size of pipe, grade, velocity, and maximum capacity.
 - i. Map showing the tributary area, municipal boundaries within the tributary area, location of interceptor or collection system, pertinent elevations, and crossing of other utilities.
 - k. Receiving capacity of downstream facilities.

Specific Exclusions/Assumptions

- This scope and fee are based on scope of services provided by City of Pueblo Wastewater Department and subsequent clarifications and information provided by City of Pueblo Wastewater Department.
- City of Pueblo will provide, or give access to, SEH all previously approved agreements between City of Pueblo and CDPHE.
- City of Pueblo will provide, or give access to, SEH all previously prepared engineering design and reports for project tributary area.
- Required Subsurface Utility Engineering (SUE) has already been complete within the scope limits.
- Required geotechnical report has been completed with the scope limits and considered to be sufficient for site approval application.
- Additional meetings, as requested by City of Pueblo, or required by CDOT, shall be conducted on a time and materials basis, based on the Rate Schedule Method.
- This fee proposal assumes that there will be no more than one (1) review/response cycle, per phase, with City of Pueblo or CDPHE on the information provided.

- The fee assumes that the study area and scope of work provided by SEH at the time of the proposal will not change. Any modifications to the scope that affect the study area, project limits or scope shall be considered additional services and negotiated by City of Pueblo and SEH prior to any additional work commencing.

Fee Schedule

Excerpt from Proposal to City received March 13, 2023, page 4

Sanitary Sewer Interceptor - Fee Schedule 21-075 - Design and Engineering for Dillon and Eagleridge Roundabout		Design Services							
 SEH Building a Better World for All of Us® Engineers Architects Planners Scientists			Task Kick-off Conference Meeting with City. Includes Agenda and Meeting Minutes.	Task Order Oversight, Reporting, Project Management, Client Communication, Scheduling, Internal Team Management, Coordination, and Team Meetings	Construction Plans - Plan & Profiles, Details	Site Approval Application	Basis of Design Report	Project Meetings (2). Includes Review Meeting with City of Pueblo prior to application submittal and one (1) review meeting with CDPHE related to material submitted (Assumed to be virtual)	Total Hours
Labor Category	Labor Rate								
Project Manager/Civil Lead - (Jimmie Hayson)	\$170.00	1	6	4	2	2	2	17	
Quality Assurance Manager - (Scott Jardine)	\$215.00			1	1	1		3	
Sr. Professional Engineer II	\$180.00	1		20	2	12	2	37	
Graduate Engineer II	\$125.00			36	8	32		76	
Sr. Accounting Representative	\$118.00		2					2	
Total Hours		2	8	61	13	47	4	135	
Total Labor Cost		\$350	\$1,256	\$8,995	\$1,915	\$6,715	\$700	\$19,931.00	
Other Direct Costs / Equipment / Materials / Supplies / Re-production / Mailings / Shipping / Services									
CDPHE Application and Review Fees (Estimated)					\$2,100			\$2,100.00	
Subtotal		\$0.00	\$0.00	\$0.00	\$2,100.00	\$0.00	\$0.00	\$2,100.00	
Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem									
Number of People Traveling:									
Meals and Lodging									
Lodging = \$125/ Night.								\$0.00	
Meals = \$55 Per Diem								\$0.00	
Vehicle Mileage - Travel to/from									
Round Trip Mileage - Federal GSA Rate = \$0.62/mile (2022 Rate).								\$0.00	
Airefare- Travel to/from + Baggage Fees									
Round Trip								\$0.00	
Rental Car									
Rental Car = \$65/day								\$0.00	
Rental Car Fuel								\$0.00	
Subtotal -- Travel Expenses / Vehicle Mileage / Lodging / M&IE / Per Diem		\$0	\$0	\$0	\$0	\$0	\$0	\$0.00	
Total Cost		\$350.00	\$1,256.00	\$8,995.00	\$4,015.00	\$6,715.00	\$700.00	\$22,031.00	



**Background Paper for Proposed
Resolution**

COUNCIL MEETING DATE: March 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: A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO CASA OF PUEBLO, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ADJACENT TO 107 QUINCY AVENUE FOR THE PURPOSE OF INSTALLING AWNINGS

SUMMARY:

Attached is a draft of a revocable permit submitted by CASA of Pueblo, Inc.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

CASA of Pueblo, Inc., has submitted a revocable permit application requesting to install awnings on their building at 107 Quincy Street which will extend into the public right-of way over the sidewalk.

FINANCIAL IMPLICATIONS:

None.

BOARD/COMMISSION RECOMMENDATION:

The Revocable Permit Review Committee recommends approval.

STAKEHOLDER PROCESS:

None.

ALTERNATIVES:

Failure to approve the Resolution will prevent the applicant from installing awnings on

the applicant's building.

RECOMMENDATION:

Approval of the Resolution.

ATTACHMENTS:

1. Revocable Permit - 107 Quincy

RESOLUTION NO. 15184

A RESOLUTION AUTHORIZING THE ISSUANCE OF A REVOCABLE PERMIT TO CASA OF PUEBLO, A COLORADO NONPROFIT CORPORATION, FOR THE USE OF THE PUBLIC RIGHT-OF-WAY ADJACENT TO 107 QUINCY AVENUE FOR THE PURPOSE OF INSTALLING AWNINGS

BE IT RESOLVED BY THE CITY COUNCIL OF PUEBLO, that

SECTION 1.

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

SECTION 2.

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

SECTION 3.

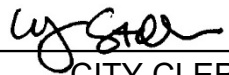
The officers of the City are authorized to perform any and all acts consistent with the intent of this Resolution to implement the policies and procedures described herein.

SECTION 4.

This Resolution shall become effective immediately upon passage and approval.

BY: Larry Atencio
MEMBER OF CITY COUNCIL

APPROVED: 
PRESIDENT OF CITY COUNCIL

ATTESTED BY: 
CITY CLERK

REVOCABLE PERMIT

(Existing Structure)

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

1. Name, Address and Telephone Number of Permittee: **CASA of Pueblo 130 W. Abriendo Ave., Pueblo, CO 81004 719-583-6326**
2. Permitted Area: **107 Quincy Ave.**
3. Purpose of Revocable Permit: **Allow the Authorized Structure to be within the Permitted Area until termination or revocation of this Revocable Permit.**
4. Authorized Structure: **Canvas awning 6-foot wide by 3-foot projection into the Quincy Avenue right-of-way according to site plan (minimum vertical clearance of 8 feet above the sidewalk).**
5. Commencement Date: **March 28, 2023**
6. Ending Date: **Indefinite**

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

- (a) The Permitted Area shall be used for the above-specified Purpose of Revocable Permit. In no event shall the Authorized Structure be enlarged or otherwise expanded beyond its current size or location.
- (b) The Authorized Structure shall be maintained by Permittee in compliance with all applicable codes, ordinances, rules and regulations of City and this Permit.
- (c) If the Revocable Permit is issued for a sidewalk café, the Permittee and sidewalk café shall be subject to all the provisions, conditions and requirements contained in section 9-10-84 of the Pueblo Municipal Code, or as same may be amended, which are incorporated herein by reference. In addition, the Authorized Structure shall not be tied-down or chained to any tree within or adjacent to the Permitted Area nor shall the Authorized Structure hinder or interfere with the opening of motor vehicle doors or passenger movement to and from motor vehicles parked adjacent to or near the Permitted Area.
- (d) Before the Time of the Ending Date, or immediately upon any other termination of this Permit, Permittee shall, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Failure to timely remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws shall constitute Permittee's abandonment of the Authorized Structure, and the City may, at Permittee's expense, remove the Authorized Structure from the Permitted Area, repair any damage caused by such removal and restore the Permitted Area to a condition compliant with all existing laws. Permittee agrees to pay all City's costs and expenses, including reasonable attorney fees, incurred in the enforcement of this Permit.
- (e) Permittee shall keep the Authorized Structure and Permitted Area in good, clean and safe condition and repair, free from litter, waste and debris.
- (f) Permittee shall indemnify, defend and hold City, its officers, agents and employees harmless from and against any and all suits, claims, liabilities, loss, damages and expenses, including reasonable attorney fees and cost of defense, arising, directly or indirectly, from or caused by the issuance of this Permit or the conditions hereof, or the existence, repair or maintenance of the Authorized Structure in the Permitted Area, or the use of the Permitted Area or Authorized Structure by Permittee, its officers, agents, employees, invitees or general public.
- (g) Neither this Permit nor any of the privileges granted to Permittee hereby, may be conveyed, assigned, transferred or sublet by Permittee without the prior written consent of the City Council of City. Any attempted conveyance, assignment, transfer or subletting of the Permit or Permitted Area without the written consent of the City Council of Pueblo shall be void and of no effect and shall cause this Permit to be automatically revoked.
- (h) Permittee shall keep and maintain commercial general liability insurance covering the Permitted Area and the Authorized Structure in amounts not less than \$1,000,000.00 combined single limits per occurrence and aggregate, naming the City as an additional insured and contain a waiver of rights of subrogation against City. A certificate for such insurance CA – 4/6/10 and each renewal thereof shall be delivered to the City. Failure to maintain such insurance shall cause this Permit to be automatically revoked.
- (i) Trees, landscaping and shrubbery within or adjacent to the Permitted Area shall be protected from damage or injury by Permittee and shall not be removed except after receipt by the Permittee of the written consent of the City's Director of Parks and Recreation.
- (j) Any notice or other document required or permitted herein shall be in writing and delivered personally or by first class mail, postage prepaid, as follows:
- (i) If to Permittee, at the address shown in paragraph 1 above.
 - (ii) If to City, 1 City Hall Place, Pueblo, Colorado, 81003, Attention: Revocable Permit Review Committee. Each party reserves the right to change its address provided notice of such change is given in accordance with this paragraph (j).
- (k) City reserves and is hereby granted by Permittee access to, under and through the Permitted Area for any and all purposes. City may injure, damage or remove Permittee's Authorized Structure in the Permitted Area in exercising the right of access hereby reserved and granted. Permittee assumes the risk of injury, loss and damage to Permittee's Authorized Structure within the Permitted area, and City shall have no responsibility or liability for any damage or injuries thereto, whatsoever the cause, including, but not limited to, the acts or omissions of City, its officers, employees, or agents.

(l) This Permit shall terminate upon the occurrence of any one of the following events: (i) the Time of the Ending Date, (ii) abandonment or non-use by Permittee for a period of three (3) consecutive months, (iii) surrender or cancellation of the Permit in writing by Permittee, (iv) automatic revocation as provided in paragraphs (g) and (h) above; or (v) revocation or termination of this Permit by resolution of the City Council of City.

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

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

PERMITTEE:

Organization or
Individual: _____

By: _____

Title: _____

STATE OF COLORADO)

COUNTY OF PUEBLO) SS..

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

My commission expires: _____.

Notary Public

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

By _____

Nicholas A. Gradisar, Mayor



Background Paper for Proposed 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: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$300,000 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE STOCKYARD ROAD 60- AND 66-INCH PIPELINE CIPP REHABILITATION DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

SUMMARY:

This Ordinance accepts an agreement between the City of Pueblo and Brown and Caldwell, Inc. for consulting engineering services relating to the design of the 60- and 66-inch cured-in-place rehabilitation of the sanitary main.

PREVIOUS COUNCIL ACTION:

On November 12, 2018, the City Council Approved Resolution No. 14081, selecting Brown and Caldwell, Inc as the Engineer of Record for the Wastewater Treatment Department.

BACKGROUND:

The Wastewater Department is requesting design services to rehabilitate the existing 60- and 66-inch reinforced concrete sanitary sewer interceptor that serves the entire city. The existing main is in a condition where using a trenchless method by installing cured-in-place pipe, CIPP, will extend the useful life of the pipe.

FINANCIAL IMPLICATIONS:

The cost of the agreement with Brown and Caldwell to provide design services for the rehabilitation project will not exceed \$300,000. Funds are available from the Sewer User Fund and have been appropriated to Project No. WWAN02.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

The no-action alternative delays rehabilitating the interceptor, which could increase the cost to repair. If the pipe becomes too deteriorated, CIPP will not be an option and using the traditional more expensive methods will be the only alternatives for rehabilitation.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 03-13-23 Stockyard Road Large Main CIPP Lining Design - Proposal

ORDINANCE NO.

AN ORDINANCE APPROVING AN AGREEMENT FOR PROFESSIONAL ENGINEERING SERVICES IN THE AMOUNT OF \$300,000 BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND BROWN AND CALDWELL, INC., FOR CONSULTING ENGINEERING SERVICES WITH RESPECT TO THE STOCKYARD ROAD 60- AND 66-INCH PIPELINE CIPP REHABILITATION DESIGN AND AUTHORIZING THE MAYOR TO EXECUTE SAME

WHEREAS, the Pueblo Wastewater Department operates a Water Reclamation Facility and collection system providing municipal wastewater treatment;

WHEREAS, consulting engineering services with respect to the design required for consulting engineering services relating to the design of the 60- and 66-inch cured-in-place rehabilitation; and

WHEREAS, Brown and Caldwell is the consulting Engineer of Record and is the most qualified to serve the Pueblo Wastewater Department for such project; NOW, THEREFORE,

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

SECTION 1.

An agreement by and between the City of Pueblo, a Municipal Corporation, and Brown and Caldwell, Inc., a copy of which is attached hereto and made part hereof by reference ("Agreement"), after having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

Work Performed under the Agreement may include, but not limited to, the following items:

1. Field-verify existing conditions;
2. Design the cured-in-place pipe rehabilitation;
3. Provide project specifications for design;
4. Provide support when prequalifying contractors; and
5. Provide engineering services during construction.

SECTION 3.

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

SECTION 4.

Funds for work performed under this agreement shall be from the Sewer User Fund Project No. WWAN02.

SECTION 5.

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

SECTION 6.

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

Action by City Council:

Introduced and initial adoption of Ordinance by City Council on March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 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

APPENDIX A

Brown & Caldwell Proposal: Stockyard Road 60- and 66-inch Pipeline CIPP Rehabilitation

Prepared for
City of Pueblo
February 17, 2023



- 1 -

Project Overview

Brown and Caldwell (BC) will provide engineering services to the City of Pueblo (COP) to complete design of the Stockyard Road 60- and 66-inch wastewater pipeline, using preliminary design documents prepared by COP personnel. Bidding and construction phase services are also included. The project includes the following:

- UV-cured CIPP rehabilitation of approximately 2,955 LF of 60-inch RCP and 318 LF of 66-inch RCP.
- Rehabilitation, replacement or abandonment of seven (7) 48" diameter manholes, rehabilitation of one (1) 12.8' x 16.1' and rehabilitation of one (1) 16' x 20.5' concrete vault per COP standards.
- Design of additional manholes as necessary for the installation of the CIPP liner.

Engineering services will include:

- Preliminary (75 percent) design and final (100 percent) design.
- Bidding support including contractor pre-qualification and review of bids received for responsiveness.
- Construction phase services including engineering services during construction.

This Scope of Services includes the following tasks:

Task 100 – Project Management and Administration

Task 200 – Design Services – 75 percent and 100 percent Design

Task 300 – Bidding Phase Services

Task 400 – Engineering Services During Construction

Three attachments are also included with this Scope of Services:

Attachment 1 – Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Attachment 2 – Project Fee

Attachment 3 – Project Schedule

City of Pueblo Responsibility

COP will provide BC all available and relevant information to aid in the design process. This includes, but is not limited to:

- AutoCAD files of the preliminary design.
- Any available CCTV inspection data of the pipelines.
- Knowledgeable staff who can discuss operational and maintenance issues.
- Flow data information to be used in bypass schematic
- As built drawings of the pipeline.



- 2 -

- Available geotechnical information in proximity to project site.
- COP will provide day-to-day oversight of construction Contractor.

Project Assumptions and Limitations

The following assumptions were made in the development of this Scope of Services:

- A preliminary design report will not be necessary for the development of this design.
- Geotechnical explorations are not needed.

Phase 100 – Project Management and Administration

Objectives

Project Management and Administration includes the following activities:

- Project Management Planning
- Project Control and Reporting
- Project Meetings and Workshops
- Project Closeout

1.1 Project Management Planning

The Project Management Plan will document the key project information required by all project team members to assist them in executing the project to meet the required objectives: on time, on budget, with high quality. The key elements of the project plan are described below:

- Scope of Services with work breakdown structure
- Project schedule updates will be provided in monthly progress reports if changes have been made and agreed upon.
- Project budgets
- Communications Plan
- Risk Management Plan
- QA/QC Plan
- Project documentation plan and file structure
- Change management process
- Health and Safety Plan for all required field work

1.2 Project Control and Reporting

Monthly invoices (assumed 18-month project duration through construction) will be prepared and submitted in an approved format. Invoices will include:

- Total contract amount
- Total charges to date
- Previous billings
- Outstanding balance



- Current amount remaining
- Total amount due

This task also includes periodic project review by BC management to assure the project is meeting critical success factors, is on schedule, and is within budget.

1.3 Project Meetings

BC will provide a regular forum for the receipt, exchange, response, and documentation of project planning, design, and management related issues and decisions during the project.

This task includes:

- Project Kickoff Meeting. Assume this meeting to be in person. A site visit to be conducted following the meeting.
- Monthly Update Meetings – PM will meet with COP to review project status, schedule, contract issues, and other project management related issues. Assume meetings to be virtual (up to 18 meetings, 1 hour each).
 - BC will combine these meetings with the Submittal Workshop or Site visits, when available
- Deliverable workshop (75 percent).

1.4 Project Close-Out

During project close-out, BC will submit all final invoices to COP and consolidate and archive all project files.

Deliverables

The following deliverables will be provided as part of this phase:

- Project Management Plan
- Monthly invoices, with update summaries
- Meeting agendas, presentation materials, and minutes

Assumptions

- Project duration is 6-months design and 12-months construction.

Phase 200 –Preliminary Design Services

2.1 Topographic Survey

Topographical survey to be provided by a subconsultant to BC to include. Subconsultant shall be professionally licensed surveyor in state of Colorado. The survey is to provide 1-foot contours, necessary control points for staking the project area and be in the following coordinate system:

- Colorado State Plane South Zone, NAD 1983 and USGS NVD 1929, feet



Utility locations shall be provided per ASCE 38-02 and SB 18-167; SUE level B. The survey shall be stamped by a professional surveyor in the state of Colorado.

Boundary survey not included as part of this scope of services.

Easement exhibits and legal descriptions not included as part of this scope of services.

2.2 Permitting and Coordination

Permitting and/or coordination through local, county, and state agencies is anticipated for design locations associated with this scope of work. BC will provide coordination and assistance with the permit planning and design-phase coordination of permits. Anticipated permits and coordination include the following agencies:

- City of Pueblo Floodplain Management
- City of Pueblo Public Works
- Pueblo County Parks and Recreation
- Colorado Department of Transportation

No federal permitting or coordination is included in this scope of services.

2.3 75 Percent Design

The intent of the detailed design is to prepare a biddable set of plans, technical specifications, and Contract Documents for the Stockyard Road 60- and 66-inch wastewater pipeline. The deliverables associated with this task will be final contract documents, suitable for obtaining bids from prequalified contractors.

BC will review available record document information, including CCTV data, to confirm COP's design assumptions.

BC will provide the following as part of the design packages:

1. Technical Specifications: BC will use COP Division 0 specifications.
2. Plans: Plans will be prepared at a 40-horizontal scale for review, bidding, and construction. Plans (no profiles) will be prepared to show the surface and topographic features of the streets and rights-of-way using aerial photography. Plans will be used to determine the horizontal location of the pipe based on COP provided manhole locations. Laterals, if any, will be identified during review of CCTV information.
Details: Pipe rehabilitation details and schedules, manhole and pipeline replacement, bypass details, stormwater BMP details (if necessary) and typical ROW requirement details (pavement, patching, surface restoration) will be included in the plans and specifications.

It is envisioned the project will include the following drawings:

- Cover Sheet
- Sheet Index / Vicinity Map
- General Notes Sheet
- Schedules / Detail Sheets



- Bypass Schematic
- Plan Sheets
- Detail Sheets

BC will conduct an internal QA/QC review of materials to be submitted to COP prior to submission.

Deliverables

The following deliverables will be provided:

- Technical specifications (BC Format) – provided electronic only, prior to Workshop.
- Drawings. BC will provide an electronic copy prior to Workshop and will provide five (5) review copies as part of Workshop review session.

75% Design Review Workshop

BC will organize and attend one (1) Workshop Review Meeting with COP to review the 75 percent design. The workshop will be held following the draft 75 percent submittal and COP review period (10 working days). This meeting is expected to be held virtually and last up to 4 hours.

2.4 100 Percent Design

Objectives

- 75 percent review comments addressed.
- Complete final design and provide bidding documents.
- BC will conduct an internal QA/QC review of materials to be submitted to COP prior to submission.

Deliverables

The following deliverables will be provided as part of this phase:

- 100 Percent Submittal – A complete single bound set of specifications (BC Format) along with the set of 100 percent Final Design (Bid) drawings. BC will provide an electronic copy of this deliverable.

2.5 Bid Document Preparation

BC will assemble and reproduce the bid ready contract documents to be issued by COP during the bidding phase.

Objectives

- 100 percent comments are addressed.
- Provide Colorado licensed Professional Engineer stamped design documents.



Phase 300 – Bidding Phase Services

BC will perform the following Bidding Phase Services:

3.1 Contractor Pre-Qualification

BC will prepare Request for Qualification (RFQ) documents for use in soliciting Statement of Qualifications (SOQs) from interested specialty pipeline rehabilitation contractors. BC will respond to Contractors' questions during the qualification process. After submission of the SOQs, BC will review the documents submitted by each contractor for compliance with the stated requirements. COP will select and notify qualified contractors who will then be invited to bid on the project.

Deliverables

BC will provide the following deliverables:

- Contractor prequalification RFQ Document (draft and final).
- Summary review of Contractor submittals and prequalification recommendations.

3.2 Bid Period Services

3.2.1 Solicitation

BC will assist COP in advertising for bids from construction contractors to construct the proposed project by providing an appropriate advertisement for COP use (COP will provide electronic bidding documents).

BC will also prepare for and lead a Pre-Bid Conference in conjunction with COP Staff. BC will prepare an agenda for the pre-bid conference. The notice for the pre-bid conference will be included in the Contract Documents. Following the conference, BC will prepare notes of the meeting. The meeting notes will be forwarded to COP for review and distribution to attendees.

3.2.2 Bidding Documents

Bidding documents will be obtained by the bidding Contractors from the COP website.

3.2.3 Bidder Questions

BC will respond to bidders' questions and provide overall support to COP during the bidding period. All questions will be documented and answered in addenda. All responses will be routed through COP for review and approval.

3.2.4 Addenda

BC will prepare not more than two addenda, as required, to modify or amend the bidding documents as appropriate during the bidding period. A copy of the addenda will be issued to the COP for review and approval. BC assumes not more than 20 hours will be required to prepare each addendum.

3.2.5 Bid Opening

Bids will be received by COP. BC will not attend bid opening.



3.2.6 Bidder Evaluation

Review the submitted bids. BC will assist the COP in summarizing results of the review and making a recommendation regarding acceptance of the bid and award of the contract.

3.2.7 Conformed Drawings

Incorporate changes made by addenda and produce an electronic reproducible (pdf) final set of conformed contract documents.

Phase 400 – Engineering Services During Construction

BC will provide engineering services during construction for the Stockyard Road 60- and 66-inch pipeline rehabilitation project.

4.1 Activities

BC will perform the following engineering services during construction:

4.1.1 Shop Drawing Submittals

Review shop drawings submitted by the Contractor for conformance with the design intent of the contract documents and indicate to the Contractor the acceptability of the submittal. It is assumed that twenty-four (24) shop drawings will be reviewed and no more than (2) reviews per submittal will be required. A total of 4 hours has been budgeted for review of the initial submittal and 2 hours for potential re-submittals (Assumed for half of submittals). BC will maintain a shop drawing submittal log.

4.1.2 Requests for Information

Respond up to ten (10) Requests for Information (RFI). Forty (40) hours have been allotted for this task. BC will maintain an RFI log.

4.1.3 Change Orders

Provide assistance, where requested, on reviewing up to three (3) proposed change orders. Assistance can be in the form of collaboration, coordination and minor design alterations, Assist with determination of conformance with the original design intent and cost effectiveness. Forty (40) hours have been allotted for this task.

4.1.4 Progress Meetings

BC will prepare for and lead up to twelve (12) monthly construction meetings (virtually) to facilitate communication among the construction team members during the construction period. BC will also lead an in-person pre-construction meeting.

It is anticipated that two personnel representing BC will attend the meetings including the Project Manager and Construction Engineer.

4.1.5 On-Site (Observation) Services

On-site observation services during construction will include periodic observations at key project milestones (ie, UV-CIPP liner installation, MH coating). A total of no more than sixteen (16) trips/days to



the site are assumed (budgeted 8 hours per visit). COP inspectors will handle daily construction observation and BC will only be on-site on an as-needed basis.

4.1.6 Record Drawings

Upon completion of construction, BC will prepare record drawings, to reflect changes made during construction as recorded by the contractor. These drawings will be marked “Record Drawings” and one (1) electronic .PDF set and one (1) electronic set in a format acceptable to the COP’s current AutoCad system will be submitted to COP.

Included as part of the Record Drawing task is the review of post-construction CCTV.

Task 500 – Owner’s Contingency

Upon written authorization by COP and mutual agreement on scope and fee, BC shall provide additional services as required by the project. Contingency services may be required due to unavoidable schedule delays, Contractor performance issues, or other items as requested by COP.



Attachment 1: Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

Schedule of Duties, Responsibilities, and Limitations of Authority of Resident Project Representative

The following duties, responsibilities, and limitations of authority may be incorporated in the Agreement for a Specific Project:

D.1.01 Resident Project Representative

- A. Engineer shall furnish a Resident Project Representative ("RPR"), assistants, and other field staff to assist Engineer in observing progress and quality of the Work. The RPR, assistants, and other field staff under this Exhibit D will provide part-time representation.
- B. Through such additional observations of Contractor's work in progress and field checks of materials and equipment by the RPR and assistants, Engineer shall endeavor to provide further protection for Owner against defects and deficiencies in the Work. However, Engineer shall not, during such visits or as a result of such observations of Contractor's work in progress, supervise, direct, or have control over Contractor's work nor shall Engineer have authority over or responsibility for the means, methods, techniques, sequences, or procedures selected or used by Contractor, for security or safety at the Site, for safety precautions and programs incident to Contractor's work in progress, for any failure of Contractor to comply with Laws and Regulations applicable to Contractor's performing and furnishing the Work, or responsibility for Contractor's failure to furnish and perform the Work in accordance with the Contract Documents. In addition, the specific modifications set forth in Task 7.2.14 of Appendix A as incorporated in the Agreement are applicable.
- C. The duties and responsibilities of the RPR are limited to those of Engineer in the Agreement with the Owner and in the Contract Documents, and are further limited and described as follows:
 1. *General.* RPR is Engineer's agent at the Site, will act as directed by and under the supervision of Engineer, and will confer with Engineer regarding RPR's actions.
 - RPR's dealings in matters pertaining to a Contractor's work in progress shall in general be with Engineer and Contractor, keeping Owner advised as necessary to facilitate the work.
 - RPR's dealings with subcontractors shall only be through or with the full knowledge and approval of Contractor.
 - RPR shall generally communicate with Owner with the knowledge of and under the direction of Engineer.
 2. *Schedules.* Review the progress schedule, schedule of Shop Drawing and Sample submittals, and schedule of values prepared by a Contractor and consult with Engineer concerning acceptability.

3. *Conferences and Meetings.* Attend meetings with Contractor, such as preconstruction conferences, progress meetings, job conferences and other project-related meetings, and prepare and circulate copies of minutes thereof.
4. *Liaison*
 - a. Serve as Engineer's liaison with Contractor, working principally through Contractor's superintendent, and assist in providing information regarding the intent of the Contract Documents.
 - b. As requested by Engineer. Assist Engineer in serving as Owner's liaison with Contractor when Contractor's operations affect Owner's on-Site operations.
 - c. Assist in obtaining from Owner additional details or information, when required for proper execution of the Work.
 - d. In the interest of preserving the proper channels of communication, advise Engineer of any direct communication between Owner and Contractor.
5. *Interpretation of Contract Documents.* Report to Engineer when clarifications and interpretations of the Contract Documents are needed and transmit to Contractor clarifications and interpretations as issued by Engineer.
6. *Shop Drawings and Samples*
 - a. Record date of receipt of Samples and approved Shop Drawings.
 - b. Receive Samples which are furnished at the Specific Project Site by Contractor, and notify Engineer of availability of Samples for examination.
 - c. Advise Engineer and Contractor of the commencement of any portion of the Work requiring a Shop Drawing or Sample submittal for which RPR believes that the submittal has not been approved by Engineer.
7. *Modifications.* Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report such suggestions, together with RPR's recommendations, to Engineer. Transmit to Contractor in writing decisions as issued by Engineer.
8. *Review of Work and Rejection of Defective Work*
 - a. Conduct on-Site observations of Contractor's work in progress to assist Engineer in determining if the Work is in general proceeding in accordance with the Contract Documents.
 - b. Report to Engineer whenever RPR believes that any part of Contractor's work in progress will not produce a completed project that conforms generally to the Contract Documents or will imperil the integrity of the design concept of the completed Specific Project as a functioning whole as indicated in the Contract Documents, or has been damaged, or does not meet the requirements of any inspection, test or approval required to be made; and advise Engineer of that part of work in progress that RPR believes should be corrected or

rejected or should be uncovered for observation, or requires special testing, inspection or approval.

- c. Modifications: Consider and evaluate Contractor's suggestions for modifications in Drawings or Specifications and report them with recommendations to Engineer.

9. *Inspections, Tests, and System Start-ups*

- a. Consult with Engineer in advance of scheduled major inspections, tests, and systems start-ups of important phases of the Work.
- b. Verify that tests, equipment, and systems start-ups and operating and maintenance training are conducted in the presence of appropriate Owner's personnel, and that Contractor maintains adequate records thereof.
- c. Observe, record, and report to Engineer appropriate details relative to the test procedures and systems start-ups.
- d. Accompany Owner and visiting inspectors representing public or other agencies having jurisdiction over a Specific Project, record the results of these inspections, and report to Engineer.

10. *Records*

- a. Maintain at the Site orderly files for correspondence, reports of job conferences, reproductions of original Contract Documents including all Change Orders, Field Orders, Work Change Directives, Addenda, additional Drawings issued subsequent to the execution of the Contract, Engineer's clarifications and interpretations of the Contract Documents, progress reports, Shop Drawing and Sample submittals received from and delivered to Contractor, and other Specific Project-related documents.
- b. Prepare a daily report or keep a diary or log book, recording Contractor's hours on the Site, weather conditions, data relative to questions of Change Orders, Field Orders, Work Change Directives, or changed conditions, Site visitors, daily activities, decisions, observations in general, and specific observations in more detail as in the case of observing test procedures; and send copies to Engineer.
- c. Record names, addresses, fax numbers, e-mail addresses, web site locations and telephone numbers of all Contractors, subcontractors, and major suppliers of materials and equipment.
- d. Maintain records for use in preparing project documentation.
- e. Upon completion of the Work, furnish original set of all RPR Specific Project documentation to Engineer.

11. *Reports*

- a. Furnish to Engineer periodic reports as required of progress of the Work and of Contractor's compliance with the progress schedule and schedule of Shop Drawing and Sample submittals.

- b. Draft and recommend to Engineer proposed Change Orders, Work Change Directives, and Field Orders. Obtain backup material from Contractor.
- c. Furnish to Engineer and Owner copies of all inspection, test, and system startup reports.
- d. Immediately notify Engineer of the occurrence of any Site accidents, emergencies, acts of God endangering the Work, damage to property by fire or other causes, or the discovery of any Constituent of Concern..

12. *Payment Requests*

- a. Review Applications for Payment with Contractor for compliance with the established procedure for their submission and forward with recommendations to Engineer, noting particularly the relationship of the payment requested to the schedule of values, Work completed, and materials and equipment delivered at the Site but not incorporated in the Work.

13. *Certificates, Operation and Maintenance Manuals*

- a. During the course of the Work, verify that materials and equipment certificates, operation and maintenance manuals and other data required by the Specifications to be assembled and furnished by a Contractor are applicable to the items actually installed and in accordance with the Contract Documents, and have these documents delivered to Engineer for review and forwarding to Owner prior to payment for that part of the Work.

14. *Completion*

- a. Participate in a Substantial Completion inspection, assist in the determination of Substantial Completion and the preparation of lists of items to be completed or corrected.
- b. Participate in a final inspection in the company of Engineer, Owner, and Contractor and prepare a final list of items to be completed and deficiencies to be remedied.
- c. Observe whether all items on the final list have been completed or corrected and make recommendations to Engineer concerning acceptance and issuance of the Notice of Acceptability of the Work.

D. Resident Project Representative shall not:

1. Authorize any deviation from the Contract Documents or substitution of materials or equipment (including "or-equal" items).
2. Exceed limitations of Engineer's authority as set forth in the Agreement or the Contract Documents.
3. Undertake any of the responsibilities of a Contractor, subcontractors, suppliers, or a Contractor's superintendent.
4. Advise on, issue directions relative to, or assume control over any aspect of the means, methods, techniques, sequences or procedures of the Contractor's work unless such advice or directions are specifically required by the Contract Documents.
5. Advise on, issue directions regarding, or assume control over safety practices, precautions and programs in connection with the activities or operations of Owner or Contractor.
6. Participate in specialized field or laboratory tests or inspections conducted off-site by others except as specifically authorized by Engineer.
7. Accept Shop Drawing or Sample submittals from anyone other than Contractor.
8. Authorize Owner to occupy a Specific Project in whole or in part.

Attachment 2: Fee Schedule

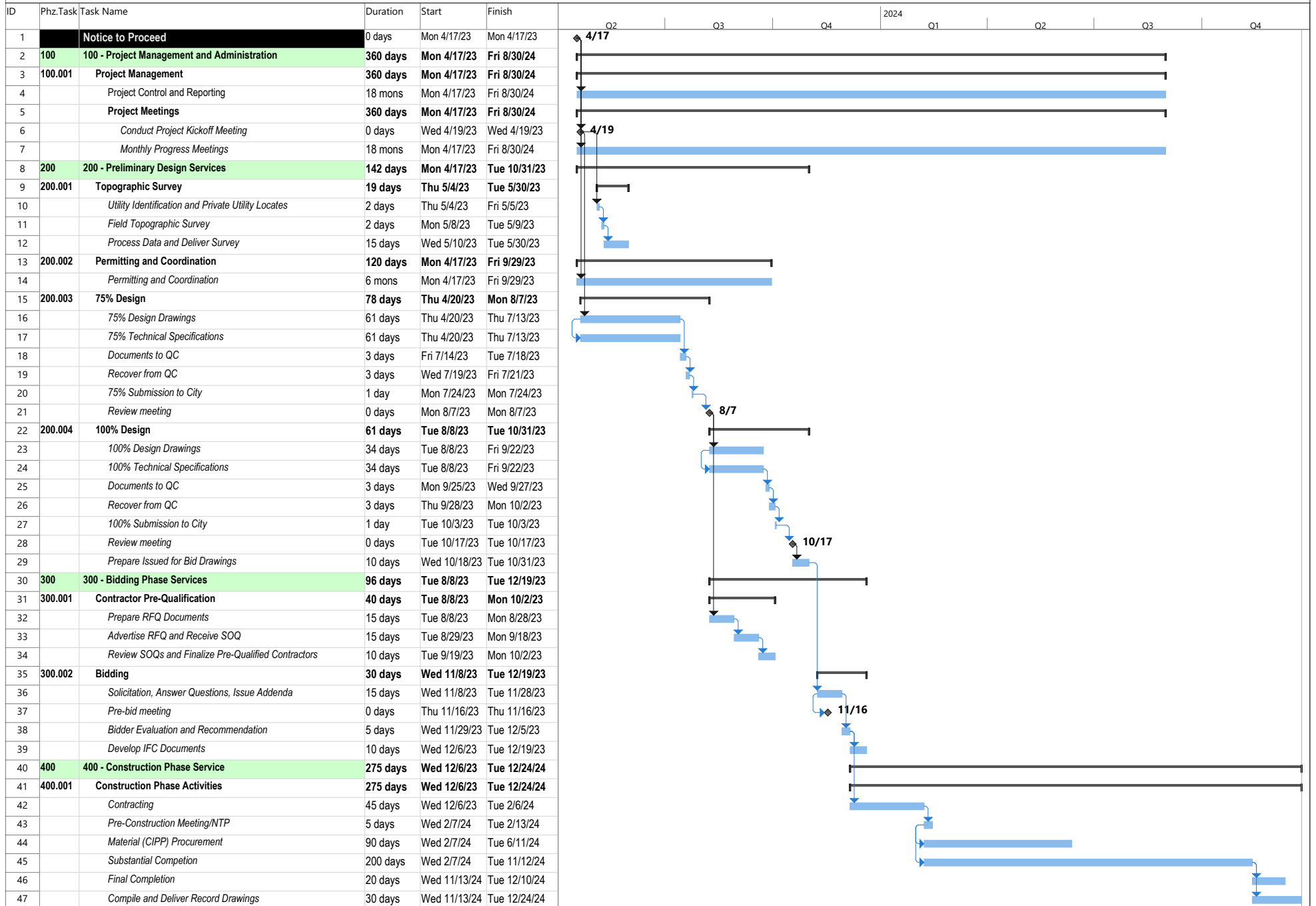
Pueblo, City Dept of Wastewtr (CO) -- Stockyard Road CIPP																												
		Wilson, Chandler	Lambert, Kell A	Davies, Robert M	Keil, Kevin A	Davidse, David	Dunn, Haley	Catalano, Lawrence F	Poppe, Mark A	Agstler, William P	Dummer, Catherine A				Other - 1	Airfare	Lodging and Food	Other Travel		UP 1		Manhard Consulting						
Phase	Phase Description	PM	PA									Total Labor Hours	Total Labor Effort	APC						Total ODCs		Total Unit Pricing Effort	Hours	Cost	Total Sub Cost	Total Expense Cost	Total Expense Effort	Total Effort
		\$220.00	\$120.00	\$235.00	\$235.00	\$140.00	\$140.00	\$235.00	\$235.00	\$235.00	\$205.00																	
100	PM and Admin	138	126	8	18	0	24	0	0	0	0	314	54,950	0	0	0	0	550	550	0	0		0	0	550	605	55,555	
001	PM	72	108	0	18	0	0	0	0	0	0	198	33,030	0	0	0	0	0	0	0	0		0	0	0	0	33,030	
002	Project Control & Reporting	18	18	0	0	0	0	0	0	0	0	36	6,120	0	0	0	0	0	0	0				0	0	0	0	
003	Project Meetings	48	0	8	0	0	24	0	0	0	0	80	15,800	0	0	0	0	550	550				0	0	550	605	16,405	
200	Design Services	78	4	70	0	192	184	16	0	0	0	544	90,490	0	0	0	0	404	404	0	0		14,100	14,100	14,504	15,954	106,444	
001	Topographic Survey	4	4	2	0	4	0	0	0	0	0	14	2,390	0	0	0	0	0	0	0				14,100	14,100	14,100	15,510	
002	Permitting & Coordination	8	0	4	0	0	24	0	0	0	0	36	6,060	0	0	0	0	0	0	0				0	0	0	0	
003	75% Design	48	0	44	0	120	112	8	0	0	0	332	55,260	0	0	0	0	202	202				0	0	202	222	55,482	
004	100% Design	16	0	16	0	52	40	8	0	0	0	132	22,040	0	0	0	0	202	202				0	0	202	222	22,262	
005	Cost Estimating	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0	0				0	0	0	0	
006	Finalize Bid Doc	2	0	4	0	16	8	0	0	0	0	30	4,740	0	0	0	0	0	0	0				0	0	0	0	
300	Bidding Phase Services	16	0	56	0	24	60	0	0	0	0	156	28,440	0	0	0	0	183	183	0	0		0	0	183	202	28,642	
001	Contractor Pre-Qual.	8	0	12	0	0	8	0	0	0	0	28	5,700	0	0	0	0	0	0	0				0	0	0	0	
002	Response to Questions	2	0	6	0	0	8	0	0	0	0	16	2,970	0	0	0	0	0	0	0				0	0	0	0	
003	Prebid Conference	0	0	12	0	0	12	0	0	0	0	24	4,500	0	0	0	0	183	183				0	0	183	202	4,702	
004	Addenda	2	0	18	0	0	20	0	0	0	0	40	7,470	0	0	0	0	0	0	0				0	0	0	0	
005	Bid Review and Tab	0	0	4	0	0	4	0	0	0	0	8	1,500	0	0	0	0	0	0	0				0	0	0	0	
006	Conformed Documents	4	0	4	0	24	8	0	0	0	0	40	6,300	0	0	0	0	0	0	0				0	0	0	0	
400	Eng. Services During Co	98	0	38	0	24	200	0	48	0	0	408	73,130	0	0	600	1,500	1,100	3,200	0	0		0	0	3,200	3,520	76,650	
001	Shop Dwg Submittals	32	0	20	0	0	68	0	0	0	0	120	21,260	0	0	0	0	0	0	0				0	0	0	0	
002	RFI's	8	0	8	0	0	24	0	0	0	0	40	7,000	0	0	0	0	0	0	0				0	0	0	0	
003	Change Orders	8	0	8	0	0	24	0	0	0	0	40	7,000	0	0	0	0	0	0	0				0	0	0	0	
004	Progress Mtgs	32	0	0	0	0	20	0	0	0	0	52	9,840	0	0	0	0	0	0	0				0	0	0	0	
005	On-Site (Inspection) Ser.	16	0	0	0	0	32	0	48	0	0	96	19,280	0	0	600	1,500	1,100	3,200				0	0	3,200	3,520	22,800	
006	Record Drawings	2	0	2	0	24	32	0	0	0	0	60	8,750	0	0	0	0	0	0	0				0	0	0	0	
500	Owner's Contingency	0	0	0	0	0	0	0	0	0	0	0	0	0	29,735	0	0	0	29,735	0	0		0	0	29,735	32,708	32,708	
****	Default Task	0	0	0	0	0	0	0	0	0	0	0	0	0	29,735	0	0	0	29,735				0	0	29,735	32,708	32,708	
GRAND TOTAL		330	130	172	18	240	468	16	48	0	0	1,422	247,010	0	29,735	600	1,500	2,238	34,073	0	0		14,100	14,100	48,173	52,990	300,000	

Attachment 3: Project Schedule

PROJECT SCHEDULE

City of Pueblo

Stockyard Road CIPP Project





**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 TIA MONSON AND THE CITY OF PUEBLO, A COLORADO 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 Tia Monson and the City of Pueblo related to the donation of a painted mural to be installed at the Clark Street levee access ramp 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 \$22,000.00 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. Tia Monson is among those artists who have been selected to participate in the creation of artwork for this project.

FINANCIAL IMPLICATIONS:

Tia Monson will donate her painted mural to the City of Pueblo at no cost and she will be responsible for the installation and maintenance of the artwork for a period of two years while it is on public display. After the two-year maintenance period has expired, the City of Pueblo may, at its discretion, opt to continue displaying the artwork, or to remove the artwork. In such case, the City of Pueblo will be responsible for all costs associated with the maintenance of the artwork after Tia Monson'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 of Pueblo being unable to accept the donated artwork from Tina Monson.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Public Art Donation Agreement with Exhibit A (230316)

ORDINANCE NO.

AN ORDINANCE APPROVING A PUBLIC ART DONATION AGREEMENT BETWEEN TIA MONSON AND THE CITY OF PUEBLO, A COLORADO 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 Tia Monson 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 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 March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 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

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 Tia Monson ("Artist"). City and Artist may be individually referred to herein as "Party" or collectively referred to as "Parties."

WITNESSETH:

WHEREAS, Artist has been commissioned by the Pueblo Department of Public Health and Environment to create a painted mural ("Artwork") for public display and enjoyment;

WHEREAS, Artist represents that she is the sole owner of said Artwork and that she has the right to convey the Artwork and all intellectual property rights, including design and copyright, to City;

WHEREAS, Artist 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 May 1, 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 southwest 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 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 ten (10) days of the Effective Date of this Agreement, Artist 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.

3. Subject to and conditioned upon the approval of the Schedule, City agrees to allow Artist to install the Artwork (or to have the Artwork installed) upon the Premises.

4. Upon installation of the Artwork by Artist 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 Artist until the Artwork is installed and accepted by City. For two (2) years following the Installation Date, Artist agrees to perform Maintenance and Repair Services for the Artwork at her 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 8 below, City agrees to coordinate with Artist to ensure public access to and enjoyment of the Artwork.

5. If for any reason City refuses to accept the installed Artwork, Artist shall retain ownership of the Artwork and shall be responsible for removing the Artwork from the Premises at her sole expense within forty-five (45) days after notice by City. Artist **shall not** be responsible for removing the concrete slab foundation or any installed landscaping improvements.

6. If Artist fails to install the Artwork prior the Installation Deadline, City’s obligations under this Agreement shall terminate, and Artist shall return the Premises to their original conditions except Artist shall not be responsible for removing the concrete slab foundation or any installed landscaping improvements.

7. Artist 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 Artist under this Agreement.

8. If Artist 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 8 within the two-year period following the acceptance of the Artwork by City, City shall provide written notice to Artist of its decision.

9. 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.

10. 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.

11. 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.

12. 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.

13. 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 Artist may not assign this Agreement or any interest herein without the express written consent of City.

14. In no event shall the City, its officers, agents or employees, be liable to Artist 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, Artist 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 Artist's obligations under this Agreement.

15. 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.

16. 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.

17. 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.

18. 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]

TIA MONSON

By: _____
Tia Monson

Date: _____

STATE OF COLORADO)
) ss.
COUNTY OF PUEBLO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Tia Monson.

Witness my hand and official seal.

[S E A L]

My commission expires _____.

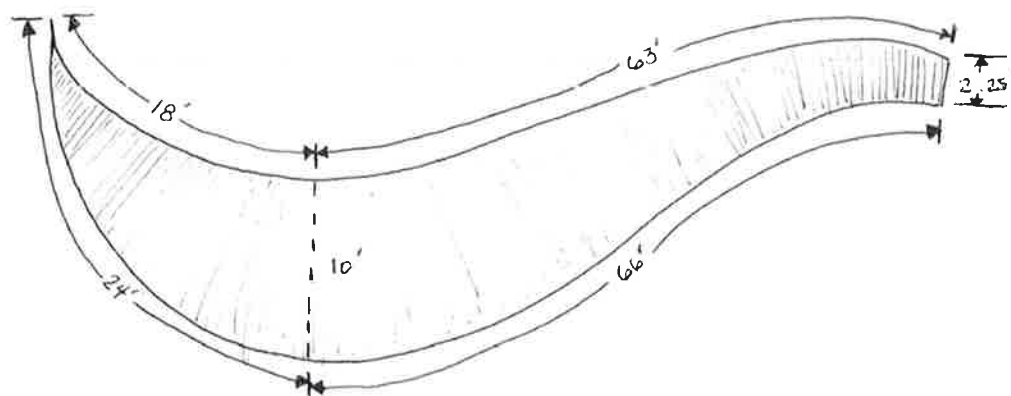
Notary Public

EXHIBIT A – ARTWORK PREMISES AND INSTALLATION DETAILS

Artist shall install a painted mural on the concrete surface of the levee access ramp at the southwesterly end of the Clark Street right-of-way generally as shown in red on the map below:



The area to be painted is depicted in the photograph with approximate dimensions as detailed in the diagram below:



A-2

The mural shall depict a graphic including silhouettes of cyclists, swirls and stars, and the words, “The Grove” (rather than “Pueblo Colorado”) generally as shown in the graphic below with adaptations to fit the approved space for installation:





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 AMENDING ZONING RESTRICTIONS TO REZONE 2001, 2005, 2009 OAKLAND AVENUE, LOTS 1 THROUGH 3 BLOCK 1, CF&I CORPORATION SUBDIVISION, FROM R-2, SINGLE FAMILY RESIDENTIAL AND O-1, NEIGHBORHOOD OFFICE TO R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

SUMMARY:

The applicant is requesting to rezone 2001, 2005, 2009 Oakland Avenue, Lots 1 through 3 Block 1, CF&I Corporation Subdivision, from R-2, Single Family Residential and O-1, Neighborhood Office to R-5, Multiple Residential and Office Zone District, on behalf of the Sisters of Charity Health Services

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Pueblo Community College is opening a new Nursing and Allied Health Teaching and Learning Center at St. Mary Corwin Hospital. The property proposed to be rezoned will be redeveloped as a surface parking lot for the nursing students to minimize adverse impacts on existing parking facilities at the hospital. The project will involve demolition of three single family homes, constructed in the 1940's and currently owned by the hospital. 2001 Oakland Avenue is zoned O-1, and previously operated as an administrative office. 2005 and 2009 Oakland Avenue are currently zoned R-2 and were used as residences. At the February 8, 2023 Planning and Zoning Commission hearing four residents of the homes adjacent to the property proposed to be rezoned spoke in opposition to the rezoning request based on the impact of a parking lot to the residential character of the neighborhood and additional traffic the parking lot could generate on Oakland Avenue. Oakland Avenue is a one-way street extending south from Minnequa Avenue to Indiana Avenue. The intent of the R-5 Zone District is to provide "areas of high-density multifamily dwelling structures with limited comingling of professional offices and studios". These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing types on a variety of lot sizes with small lots predominating." The R-5 Zone District does allow for a wide variety of complimentary uses to support multifamily, and office uses including hospitals and

parking lots which are all uses by right. As a new use in the R-5 Zone District, the parking lot will need to be landscaped in accordance with Sec. 17-4-7 of the Pueblo Municipal Code and meet all other development regulations. The Traffic Department recommended the parking lot ingress/egress be located as far away from the intersection of Oakland Avenue and Minnequa Avenue as possible. Access points and landscaping will be reviewed at the time of commercial site plan review.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their February 8, 2023 Regular Meeting, voted 4-3 to recommend approval.

STAKEHOLDER PROCESS:

The Planning Department sent out Notice of the Planning and Zoning Commission Public Hearing to all property owners located within 300 feet of the subject property.

A Public Notice poster was placed on the subject property 15 days prior to the Public Hearing.

ALTERNATIVES:

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. Proposed Ordinance, Minutes of P&Z Feb 8th Public Hearing, P&Z Staff Report

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2001, 2005, 2009 OAKLAND AVENUE, LOTS 1 THROUGH 3 BLOCK 1, CF&I CORPORATION SUBDIVISION, FROM R-2, SINGLE FAMILY RESIDENTIAL AND O-1, NEIGHBORHOOD OFFICE TO R-5, MULTIPLE RESIDENTIAL AND OFFICE ZONE DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from R-2, Single Family Residential and O-1, Neighborhood Office Zone District to R-5, Multiple Residential and Office Zone District:

Lot 1-3, Block 1, CF&I Corporation Subdivision

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

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

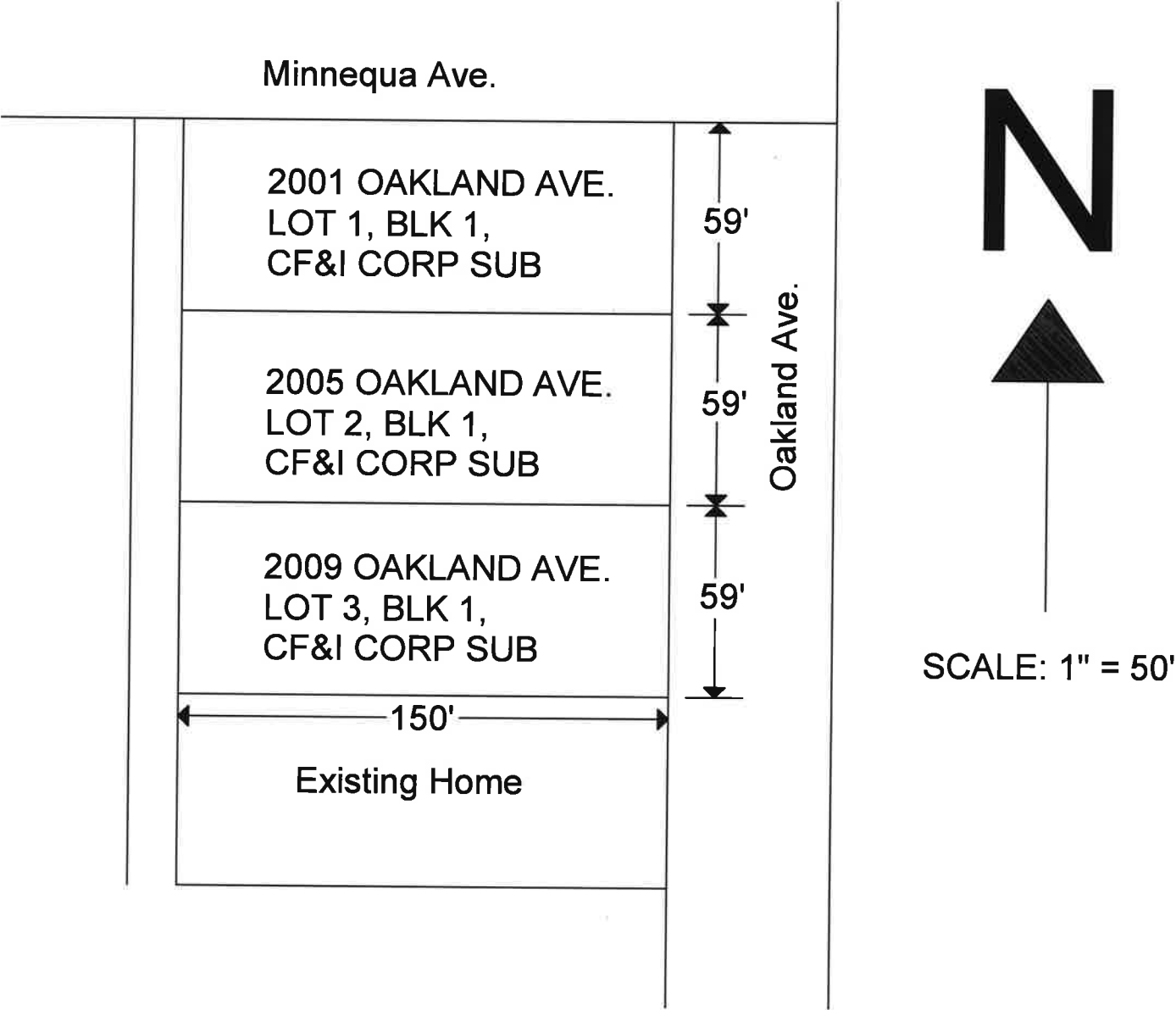
☐ Council action on _____ failed to override the Mayor's veto.

President of City Council

ATTEST

City Clerk

2001, 2005 & 2009 OAKLAND AVE.
PUEBLO, CO 81004

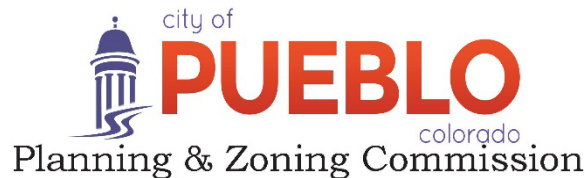


ZONING EXHIBIT
REQUEST TO REZONE FROM 0-1/R-2 TO R-5

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, February 8, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

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

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

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

MEETING CALLED TO ORDER

The meeting was called to order at 3:33 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; Cindy Capritta, Land Use Technician.

APPROVAL OF THE AGENDA: Bailey moved to approve the January 11, 2023, agenda, motion was seconded by Spinuzzi. Motion passed 7-0.

REGULAR AGENDA:

Public Hearing and Action:

1. Z-22-21 Rezoning: 2001, 2005, 2009 Oakland Ave, rezoning .6 acres from R-2, Single Family residential and O-1, Neighborhood Office to R-5, Multiple Residential and Office District to develop a parking lot. Legally described as Lots 1,2,3, Block 1, Colorado Fuel and Iron Corporation Subdivision. Staff report by Wade Broadhead, Sr. Planner.

Discussion and Commission Action:

- Applicants: Tony Acri and Nick Laydon sworn in and spoke in favor of the Rezoning.
- Leroy Atencio, Mike Venuto, Fabian Montoya and Kate Ingo were sworn in and spoke in opposition to the application for Rezoning.

Bailey motioned to approve Z-22-21 **Rezoning**, motion was seconded by Avalos.

Motion Passed: 4 - 3.

Z-22-21

TO: City of Pueblo, Planning and Zoning Commission

FROM: Wade Broadhead, Senior Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: February 8, 2023

SUBJECT: Rezone from R-2, Single Family Residential and O-1, Neighborhood Office to R-5, Multiple Residential and Office.

APPLICANT: Pueblo Urban Renewal Authority

PROPERTY OWNER: Sisters of Charity Health Services; Catholic Health Initiative

LOCATION: 2001, 2005, and 2009 Oakland Avenue

CONCURRENT REQUEST(S): None

REQUEST:

Pueblo Urban Renewal Authority is requesting to rezone 2001, 2005, 2009 Oakland Avenue, Lots 1 through 3 Block 1, CF&I Corporation Subdivision, from R-2, Single Family Residential and O-1, Neighborhood Office to R-5, Multiple Residential and Office Zone District, on behalf of the Sisters of Charity Health Services.

BACKGROUND AND ANALYSIS:

Pueblo Community College is opening a new Nursing and Allied Health Teaching and Learning Center at St. Mary Corwin Hospital. The proposed rezoned will be redeveloped as a surface parking lot for the nursing students to minimize adverse impacts on existing parking facilities at the hospital. The project will involve demolition of three single family homes, constructed in the 1940's and currently owned by the hospital. 2001 Oakland Ave is zoned O-1, and previously operated as an administrative office. 2005 and 2009 Oakland are currently zoned R-2 and were used as residences.

The intent of the R-5 Zone District is to provide "areas of high density multifamily dwelling structures with limited comingling of professional offices and studios". These developed neighborhoods have a traditional neighborhood pattern with a diversity of affordable housing

types on a variety of lot sizes with small lots predominating.” The R-5 Zone District does allow for a wide variety of complimentary uses to support multifamily, and office uses including hospitals and parking lots which are all uses by right. As a new use in the R-5 Zone District, the parking lot will need to be landscaped in accordance with Sec. 17-4-7 of the Pueblo Municipal Code and meet all other development regulations. The Traffic Department recommended the parking lot ingress/egress be located as far away from the intersection of Oakland and Minnequa as possible. Access points and landscaping will be reviewed at the time of commercial site plan review.

CHARACTER AND COMPATIBILITY WITH THE NEIGHBORHOOD:

Site Character: 2001, 2005, 2009 Oakland Ave are comprised of three lots, Lots 1 - 3, Colorado Fuel and Iron Subdivision. 2001 Oakland Ave. was constructed in 1941 as a single-family residence but has operated as an office since the late 1960’s. 2005 Oakland Ave. was constructed in 1941 and has been used as a residence. 2009 Oakland Ave. was constructed in 1948 and has been used as a residence.

Neighborhood Compatibility:

North	R-5 Multiple Residential and Office District, developed with St. Mary Corwin Hospital and associated offices and parking.
East	R-2, Single Family Residential District, developed with single-family residences.
South	R-2, Single-Family Residential District, developed with single-family residences.
West	R-2, Single-Family Residential District, developed with single-family residences.

Comprehensive Plan:

The area proposed to be rezoned is designated as Urban Neighborhood by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, Urban Neighborhoods are generally located in the central portion of the city and were developed prior to 1950. Such neighborhoods are characterized by uniform block sizes with gridded streets, alleys, and an integrated mix of housing types, including single-family homes, duplexes, small multi-family buildings, and accessory dwelling units.

The proposed rezoning to facilitate a parking lot and the Comprehensive Plan does note “complimentary uses” as supporting land uses and parking lots qualify under that definition.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

- 1) Further the goals and objectives of the comprehensive land use plan, or
 - The rezoning and future development of “complimentary uses” for needed serves that are embedded in the Urban Neighborhood land use category.
- 2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
 - Not Applicable
- 3) Show that there was a mistake or error made in the original zoning of the property.
 - Not Applicable

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application.

- The application contains the required information.

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

A statement of the facts which the applicant believes justify the amendment:

- According to the applicant, St. Mary Corwin Hospital needs additional parking for the nursing program at the nursing school located within the hospital. The three residences will be demolished to develop a parking lot for the nursing students.

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

- The rezoning site will remove three single family homes, one of them acting as an office now. The new parking use will provide parking for the nursing education center.

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation

- A zoning exhibit and a tentative parking lot layout were provided by Pueblo Urban Renewal

A statement of the proposed time schedule for beginning and completion of development.

- The application mentioned the project will start July 2023 and finish in November 2023.

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- St. Mary Corwin is a major hospital with the resources to accomplish this project.

RECOMMENDED ACTION:

If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate.

REFERRAL AGENCIES AND COMMENTS:

- City Public Works-No comment
- City Transportation- The driveway (access point) should be as far away from Minnequa as possible, Melanie Turner, Interim Traffic Eng.
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy- Xcel energy has existing ¾" PE gas services to all 3 addresses. The customer will need to apply, through the Builder's Call Line, for each address to have each gas service cut off at the 2" PE gas main in the street. This will be at the customer's expense.
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit



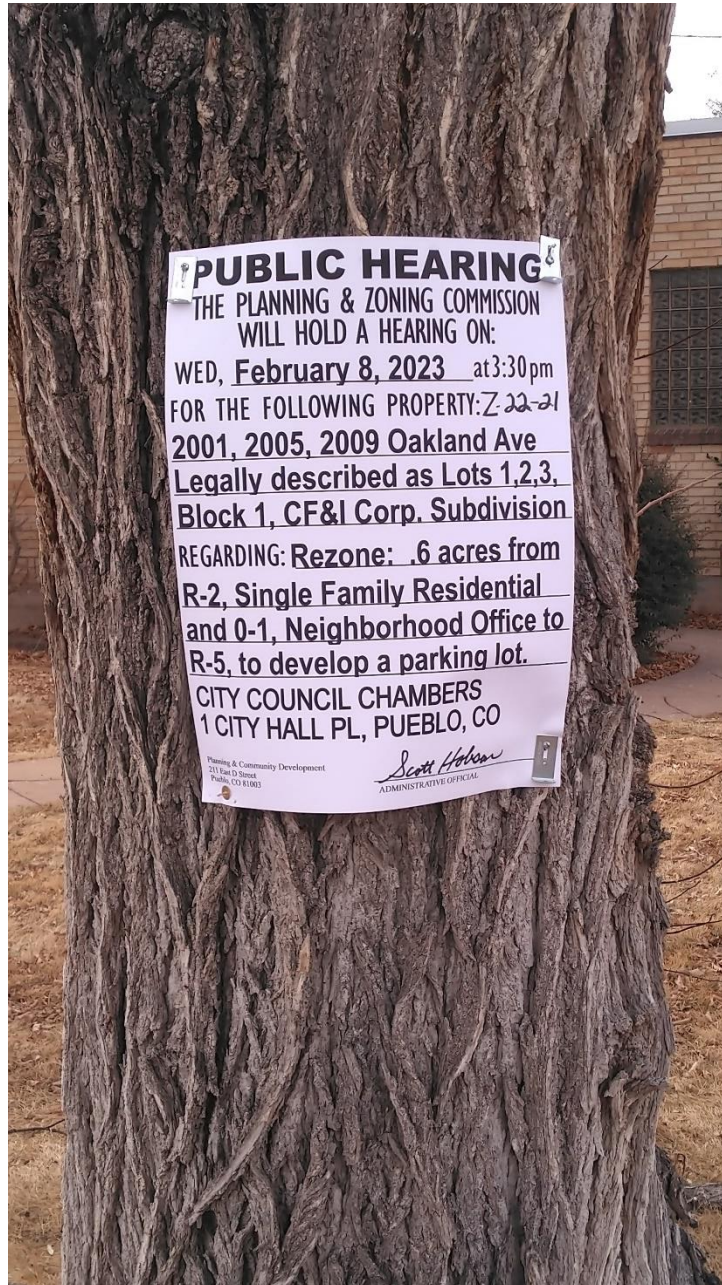
A. Aerial Photograph



B. Zoning



C. Comprehensive Plan



D. Public Notice looking south from E. 2nd Street



D. Site looking west from Oakland Ave



D. Southern building (2009 Oakland Ave) being removed for the parking lot



D. Overview of the O-1 Zoned lot, 2001 Oakland Ave. and parking on the rear.

January 24, 2023

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **City of Pueblo.** for approval of the following application:

Z-22-21 Rezoning: 2000, 2005, 2009 Oakland Ave., Lots 1-3, Block 9 Colorado Fuel and Iron Subdivision, from R-2, Single Family Residential and O-1 Neighborhood Office to R-5, Multiple-Residential and Office District

The Planning and Zoning Commission meeting will be held on February 8, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNfZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Senior Planner
(719) 553-2280

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Scott Hobson, Director
Planning & Community Development
Wade Broadhead, Senior Planner
(719) 553-2280

CASE NUMBER: Z-22-21

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 2001, 2005, 2009 Oakland to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

January 24, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 2001, 2005, 2009 Oakland, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

1/24/2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By [Signature]

Owner	OwnerStree	OwnerCity	Own	OwnerZip
MORGAN BAMA J	10 MORNINGVIEW PL	PUEBLO	CO	81008-1863
BRUSS JAMIE J	1516 WHIPPOORWILL PL	PUEBLO	CO	81006-9761
COATNEY AMANDA MAE / RICHARDS	2000 WYOMING AVE	PUEBLO	CO	81004-3750
ALANIZ VINCENT	2001 E ORMAN AVE	PUEBLO	CO	81004-3713
WELLEN MARY JO + GRECO ROSE B	2001 WYOMING AVE	PUEBLO	CO	81004-3749
MONTOYA FABIAN R + MASCARENAS	2002 OAKLAND AVE	PUEBLO	CO	81004-3710
SANDOVAL DELPHINE A + SANDOVAL	2002 WYOMING AVE	PUEBLO	CO	81004-3750
ARCHULETA DAVID	2003 WYOMING AVE	PUEBLO	CO	81004-3749
DEGARBO ROBERT/DEGARBO ANDRE	2004 WYOMING AVE	PUEBLO	CO	81004-3750
SHEARD MICHAEL E	2005 WYOMING AVE	PUEBLO	CO	81004-3749
ROLON EDUARDO MARTIN	2006 WYOMING AVE	PUEBLO	CO	81004-3750
MARTINEZ SANDY S/MARTINEZ LORI	2007 E ORMAN AVE	PUEBLO	CO	81004-3713
HERRERA DAVINIA R/ HERRERA EUGI	2007 WYOMING AVE	PUEBLO	CO	81004-3749
KLETZLI KATELYNN	2008 WYOMING AVE	PUEBLO	CO	81004-3750
MAY MARLENE A	2009 WYOMING AVE	PUEBLO	CO	81004-3749
STONE LARRY L/STONE DOLLIE E	2011 E ORMAN AVE	PUEBLO	CO	81004-3713
DIAZ ANDREW J	2012 WYOMING AVE	PUEBLO	CO	81004-3750
ORTIZ DANIELLE	2014 WYOMING AVE	PUEBLO	CO	81004-3750
TOWNS JAMES RONALD/INGO SAM	2015 E ORMAN AVE	PUEBLO	CO	81004-3713
NEILL LONNIE G / WK4BK LIVING TRU	2016 CHAMBERLIN AVE	COLORADO SP	CO	80906
STEPHENS RAYMOND	2016 OAKLAND AVE	PUEBLO	CO	81004-3710
VENUTO ANTHONY MICHAEL/VENUT	2017 OAKLAND AVE	PUEBLO	CO	81004-3709
TRUJILLO ROSE ANN	2020 OAKLAND AVE	PUEBLO	CO	81004-3710
SAENZ NATHAN A/SAENZ DEJAH L	2021 E ORMAN AVE	PUEBLO	CO	81004-3713
PLUTE DIANA J	2023 E ORMAN AVE	PUEBLO	CO	81004-3713
PETERSON DONALD R	2025 OAKLAND AVE	PUEBLO	CO	81004-3709
TANKINS CHRISTOPHER SR	2025 WYOMING AVE	PUEBLO	CO	81004-3749
MONTIEL MICHELLE L / SHANLEY PHI	2026 OAKLAND AVE	PUEBLO	CO	81004-3710
RAMOS CARLOS	2030 OAKLAND AVE	PUEBLO	CO	81004-3710
SAN MIGUEL CHRISTOPHER LEE / LOV	2031 OAKLAND AVE	PUEBLO	CO	81004-3709
ATENCIO LEROY A + ATENCIO KATHLI	2035 OAKLAND AVE	PUEBLO	CO	81004-3709
HERNANDEZ EDUARDO	2038 WYOMING AVE	PUEBLO	CO	81004-3750
CATHOLIC HEALTH INITIATIVE + MOUI	2222 N NEVADA AVE	COLORADO SP	CO	80907-6819
VASQUEZ MICHELE	2504 TUCCI LN	PUEBLO	CO	81004-4165
SMITH KRIYAH B + KATE INGO	27268 TORCHEY WAY	PUEBLO	CO	81006-9757
DENSFORD JEWEL MARIE	501 CLEVELAND ST	PUEBLO	CO	81004-1410
CORDOVA JOHN R	PO BOX 3844	PUEBLO	CO	81005-0844



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 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 AMENDING ZONING RESTRICTIONS TO REZONE 2716 THORNBERRY LANE, LOT 4, BLOCK 4, SOUTH PRAIRIE SUBDIVISION, 2ND FILING, FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO I-2, LIGHT INDUSTRIAL DISTRICT

SUMMARY:

The applicant is requesting to rezone 2716 Thornberry Lane, Lot 4, Block 4, South Prairie Subdivision, 2nd Filing, from B-3, Highway and Arterial District to I-2, Light Industrial District.

PREVIOUS COUNCIL ACTION:

None.

BACKGROUND:

Mr. Trapp, owner of 2716 Thornberry Lane is requesting to rezone the property to an I-2, Light Industrial Zone District to allow outdoor storage and construction of an industrial warehouse building on the site. The proposed I-2 Zone District is designed to provide areas for the manufacture, warehousing, and limited retailing of products. The applicant plans to use 2716 Thornberry Lane as a contractor's yard and possibly construct a warehouse for Industrial Plumbing and Heating Co., located directly west, at 3102 South Prairie. A contractor's yard is a use by right in the I-2 Zone District. The subject property was annexed in 1972 and was zoned B-3, Highway and Arterial Business District. In 1976 the property was subdivided to facilitate development of warehousing, light industrial and commercial uses, creating a light industrial and business park in a B-3 Zone District. 2716 Thornberry was never developed and may have been previously used for outdoor storage. The properties located north and south are zoned BP, Business Park, which allows a mixture of retail and industrial uses. Properties to the east are zoned B-3; however, many house light industrial uses, such as self-storage and the Industrial Plumbing and Heating Co. to the west. The 2022 Comprehensive Plan identifies this area for light industrial uses for future development.

FINANCIAL IMPLICATIONS:

There are no financial implications for the City.

BOARD/COMMISSION RECOMMENDATION:

The Planning and Zoning Commission, at their March 8, 2023 Regular Meeting, voted 6-0 to recommend approval, Commissioner Martinez 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:

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. Proposed Ordinance, Minutes of the P&Z March 8th, Public Hearing, P&Z Staff Report

ORDINANCE NO.

AN ORDINANCE AMENDING ZONING RESTRICTIONS TO REZONE 2716 THORNBERRY LANE, LOT 4, BLOCK 4, SOUTH PRAIRIE SUBDIVISION, 2ND FILING, FROM B-3, HIGHWAY AND ARTERIAL BUSINESS DISTRICT TO I-2, LIGHT INDUSTRIAL DISTRICT

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

SECTION 1.

The zoning restrictions covering the following described property, and in addition half of all adjacent dedicated roadway and alley rights-of-way, together generally identified in the attached Rezone Exhibit, is hereby changed from B-3, Highway and Arterial Business Zone District to I-2, Light Industrial Zone District:

Lot 4 Block 4 South Prairie Subdivision, Filing No. 2

SECTION 2.

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

SECTION 3.

This Ordinance shall become effective immediately upon final action by the Mayor and City Council.

Action by City Council:

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

Final adoption of Ordinance by City Council on _____.

President of City Council

Action by the Mayor:

☐ Approved on _____.

☐ Disapproved on _____ based on the following objections:

Mayor

Action by City Council After Disapproval by the Mayor:

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

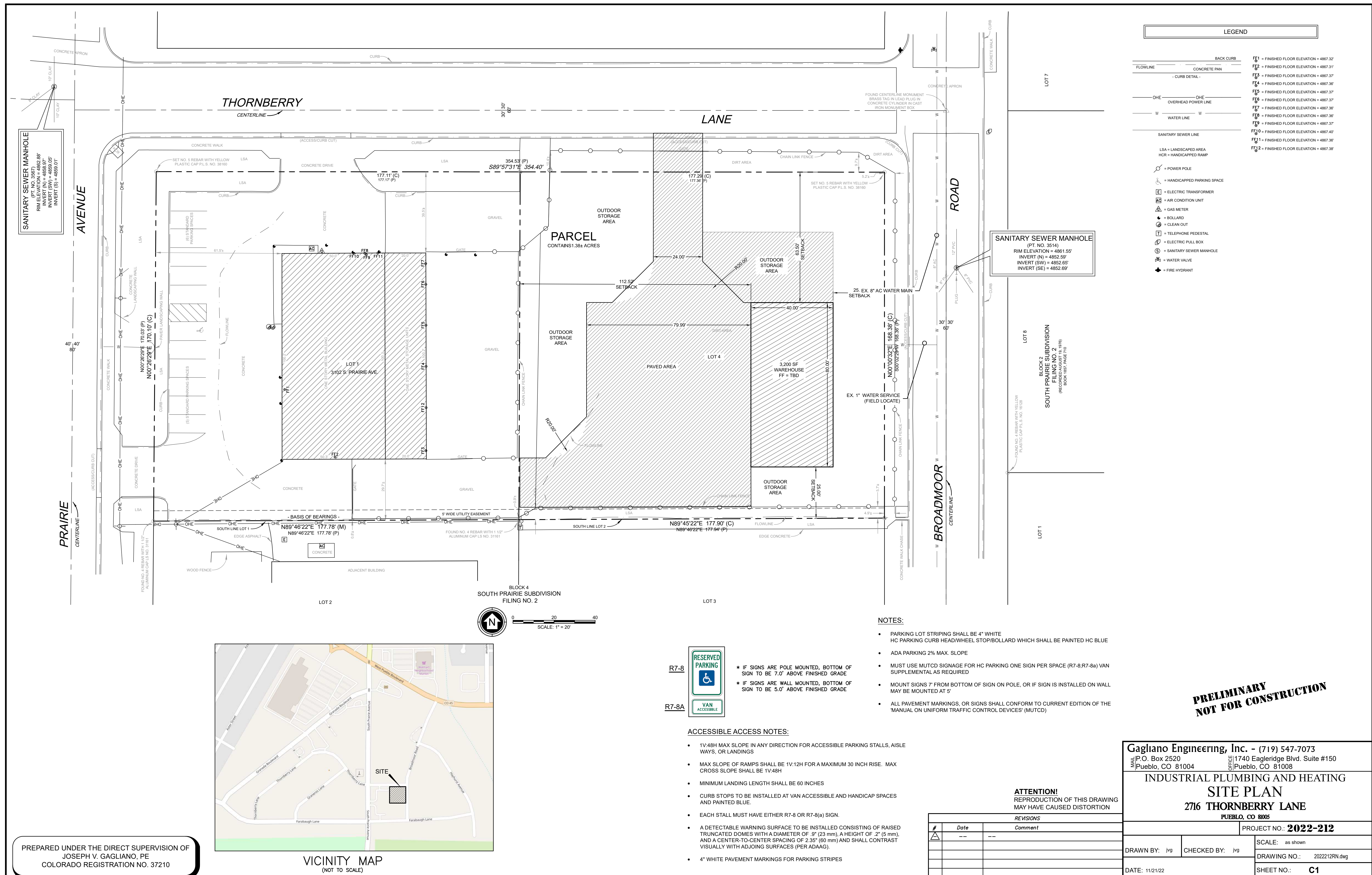
☐ Ordinance re-adopted on a vote of _____, on _____

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

President of City Council

ATTEST

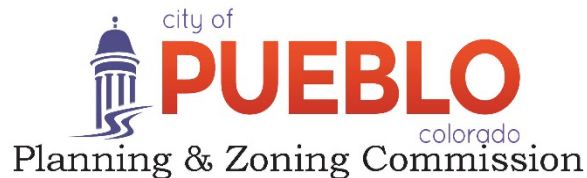
City Clerk



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, March 8, 2023 – 3:30 p.m.

City Council Chambers, 1 City Hall Place

Join Zoom Meeting online:

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

Join Zoom Meeting by phone:

+1 669 900 6833 US (San Jose)

+1 346 248 7799 US (Houston)

Online and phone Meeting ID and Password:

Meeting ID: 927 1786 7722

Passcode: 195462

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

MEETING CALLED TO ORDER

The meeting was called to order at 3:32 p.m. with Commissioner Castellucci presiding.

Commissioners Present: Mike Castellucci, Patrick Avalos, Cheryl Spinuzzi, Alexandra Aznar, Lisa Bailey, and Christopher Pasternak.

Commissioners Absent: Sarah Martinez

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

APPROVAL OF THE AGENDA: Bailey moved to continue items: S-22-11, S-21-13, Z-22-20, S-22-14, and SAP-23-01 to the April 12, 2023 Public Hearing, seconded by Spinuzzi and approve the March 8, 2023, agenda.

Motion Passed: 6-0, Martinez Absent

PUBLIC MEETINGS AND ACTION - NONE

REGULAR AGENDA:

Public Hearing:

2. Z-22-23 Rezone: 2716 Thornberry Lane, approximately .69 acres to be rezoned from B-3 Highway and Arterial Business District to I-2, Light Industrial District. Generally, located south of Thornberry Lane and west of Broadmoor Rd.

Discussion: Principal Planner Beritt Odom provided Staff Report.

Public Hearing: Applicant Joe Gagliano, Gagliano Engineering, was sworn in and testified in favor of the application. Mr. Gagliano answered questions from the Board.

Commission Action: Bailey moved to approve the Rezone, seconded by Avalos.

Motion Passed: 6-0. Martinez Absent

Approval of Minutes: February 8, 2023

Bailey moved to approve the minutes, seconded by Avalos.

Motion Passed: 6-0. Martinez Absent

Z-22-23

TO: City of Pueblo, Planning and Zoning Commission

FROM: Beritt Odom, Principal Planner

THROUGH: Scott Hobson, Acting Director of Planning and Community Development

DATE: March 8, 2023

SUBJECT: Rezone from B-3, Highway and Arterial Business District to I-2, Light Industrial District.

APPLICANT: Michael Trapp, M3 Real Estate LLC

PROPERTY OWNER: Michael Trapp, M3 Real Estate LLC

LOCATION: 2716 Thornberry Ln.

CONCURRENT REQUEST(S): None

REQUEST:

The applicant is requesting to rezone 2716 Thornberry Lane, Lot 4, Block 4, South Prairie Subdivision, 2nd Filing, from B-3, Highway and Arterial Business District to I-2, Light Industrial District.

BACKGROUND AND ANALYSIS:

Mr. Trapp, owner of 2716 Thornberry Ln. is requesting to rezone the property to an I-2, Light Industrial Zone District to allow outdoor storage and construction of an industrial warehouse building on the site. The proposed I-2 Zone District is designed to provide areas for the manufacture, warehousing, and limited retailing of products. The applicant plans to use 2716 Thornberry Ln. as a contractor's yard and possibly construct a warehouse for the Industrial Plumbing business, located directly west, at 3102 S. Prairie. A contractor's yard is a use by right in the I-2 Zone District.

The subject property was annexed in 1972 and was zoned B-3, Highway and Arterial Business District. In 1976 the property was subdivided to facilitate development of warehousing, light industrial and commercial uses, creating a light industrial and business park in a B-3 Zone District. 2716 Thornberry was never developed and may have been previously used for outdoor storage.

The properties located north and south are zoned BP, Business Park, which allows a mixture of retail and industrial uses. Properties to the east are zoned B-3; however, many house light industrial uses, such as self-storage and the Industrial Plumbing and Heating Co to the west. The 2022 Comprehensive Plan identifies this area for light industrial uses for future development.

CHARACTER AND COMPATIBILITY WITH THE NEIGHBORHOOD:

Site Character: 2716 Thornberry Lane is undeveloped and surrounded by light industrial uses to the north, south and west.

Neighborhood

Compatibility: North B-P, Business Park, developed with a metal warehouse Structure, that is intended for manufacturing uses.

East B-3, Business and Arterial, undeveloped.

South B-P, Business Park, developed with a multi-tenant metal structure that houses Receptus Elite Fitness Training.

West B-3, Business and Arterial, Industrial Plumbing Co.

Comprehensive Plan:

The area proposed to be rezoned is designated as Light Industry by the “Pueblo Regional Comprehensive Plan, 2022.” According to the Comprehensive Plan, the primary land uses for Light Industrial are research and development, manufacturing/processing, maintenance/repair shops, warehouse, and distribution.

The proposed rezoning to facilitate a contractor’s yard and future shop for the Industrial Plumbing Co. could be considered a maintenance/repair shop and warehouse.

ZONING AMENDMENT TEST

The standard for accepting an amendment to the zoning map is that the proposed zoning action must either:

- 1) Further the goals and objectives of the comprehensive land use plan, or
 - The rezoning to I-2, Light Industrial, furthers the goals and objectives of the comprehensive land use plan. This area is designated by the plan for light industrial uses and is not located within an Industrial High Visibility Area.
- 2) Show that the area has changed significantly since the adoption of the comprehensive land use plan
 - Not Applicable
- 3) Show that there was a mistake or error made in the original zoning of the property.

- Not Applicable

APPLICATION REQUIREMENT PER §17-6-1 OF THE PUEBLO MUNICIPAL CODE

The applicant's name and address and the name and address of any person, firm or corporation represented by such applicant in the application.

- The application contains the required information.

The interest of the applicant and the interest of the person, firm or corporation represented by the applicant, be it legal, sales development, operation, or other interest

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

The nature of the amendment and a legal description of the property that would be affected by the amendment.

- The application contains the required information

A statement of the facts which the applicant believes justify the amendment:

- The applicant stated that they are “rezoning to comply with future land use plan.”

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect, and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

- The rezoning site is currently undeveloped, the proposed rezoning will facilitate development of a contractor’s yard and eventually an industrial structure.

A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation

- A zoning exhibit was provided.

A statement of the proposed time schedule for beginning and completion of development.

- Estimated start: March 2023
- Estimated completion: September 2023

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

- “Applicant plans on using the subject property in conjunction with the property to the west (Lot 1, Block 4, South Prairie Sub No. 2).

COMMISSION ACTION:

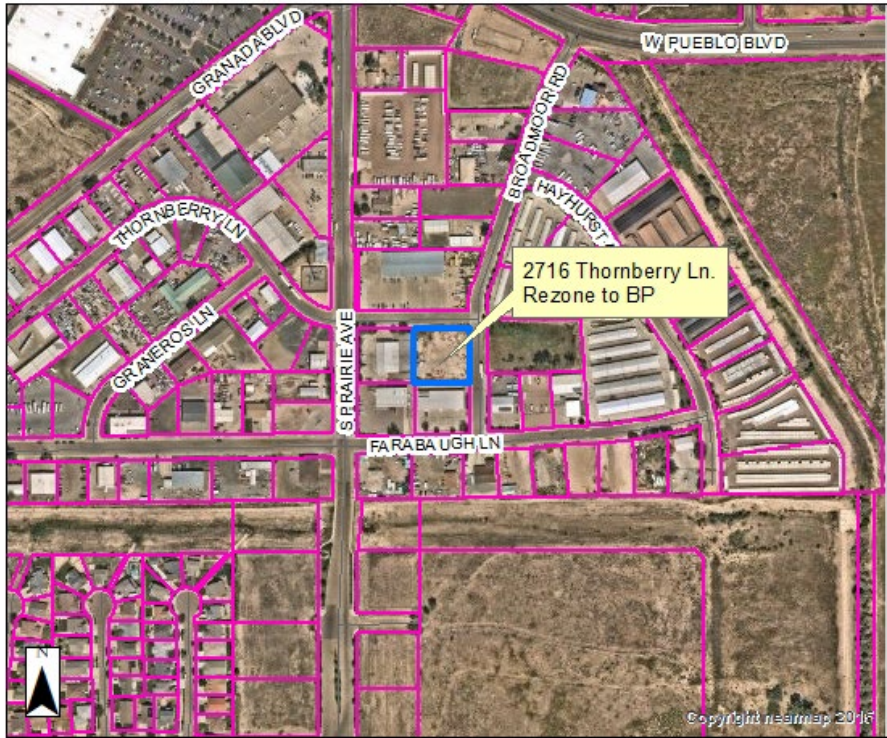
If the Planning and Zoning Commission finds the rezoning request furthers the goals and objectives of the Comprehensive Plan, a recommendation of approval to City Council is appropriate.

REFERRAL AGENCIES AND COMMENTS:

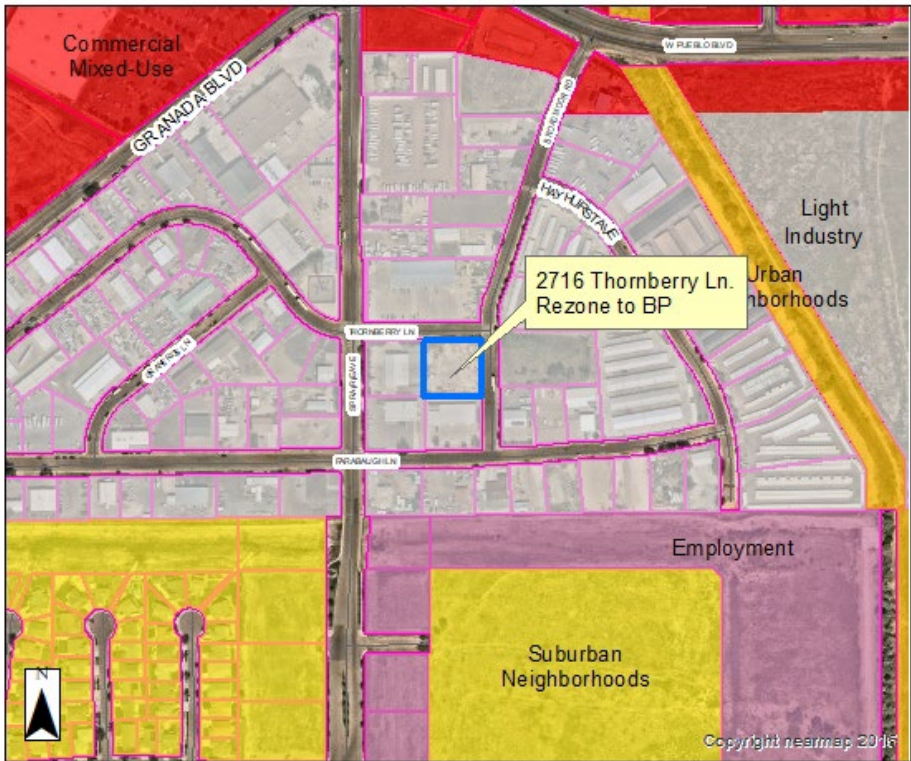
- City Public Works-No comment
- City Transportation-No comment
- City Law Department-No comment
- Pueblo Regional Building Department-No comment
- City Fire Department-No comment
- City Wastewater-No comment
- City Stormwater-No comment
- City Parks and Recreation Department-No comment
- Xcel Energy-No comment
- Black Hills Energy-No comment
- CDOT-No comment

ATTACHMENTS:

- A. Aerial Photograph
- B. Zoning Map
- C. Comprehensive Plan Map
- D. Site Photographs
- E. Zoning Exhibit and Application



A. Aerial Photomontage
B. Zoning



C. Comprehensive Plan



D. Public Notice looking south from Thornberry Lane.



D. Site looking south from Thornberry Lane.



D. 3102 S. Prairie looking southeast from Thornberry Lane.

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

Planning & Zoning Map Amendment Application

Please type or print clearly. Illegible applications will not be accepted. Case #: _____

Property Owner	
Name: Michael Trapp	
Company: M3 Real Estate LLC	
Address: 855 Broadview Pl., Colorado Springs, CO	Zip: 80904
Phone: (719) 499-1945	Email: miketrapp@olsonph.com
Applicant	
Name: Michael Trapp	
Company: M3 Real Estate LLC	
Address: 855 Broadview Pl., Colorado Springs, CO	Zip: 80904
Phone: (719) 499-1945	Email: miketrapp@olsonph.com
Person of Firm Representing Owner or Applicant	
Name: Joseph V. Gagliano	
Company: Gagliano Engineering, Inc.	
Address: 1740 Eagleridge Blvd. Suite 150, Pueblo, CO	Zip: 81008
Phone: (719) 547-7073	Email: jvg@incasys.com
<i>The applicant will be the primary contact unless otherwise noted.</i>	
Project Location: (address or general description) 2716 Thornberry Lane	
Legal Description: Lot 4 Block 4 South Prairie Sub. Filing No. 2	
Subdivision: South Prairie Sub. No. 2	Acreage: 0.69
Existing Zone District: B-3	Proposed Zone District: I-2
Purpose of this Application:	
☒ To permit development of the property not allowed under the existing zone district.	
☐ To provide proper zone district in conjunction with the subdivision plan for the area.	
☐ In conjunction with the Annexation petition to annex the property in a use different than the existing Pueblo County Zoning.	
☐ Other (specify): _____	

(Continued from previous page)

Statement of Facts:

Justifying the zone change request. Be specific; use additional sheets if necessary.

Rezoning to comply with future land use plan (Employment Center - Light Industry Mixed)

Description of area surrounding proposed development:

Mixture of light industrial businesses and storage facilities. Surrounding zoning is B-P and I-2 with some remaining B-3

A general description of the proposed development to the distance which will be affected; such description including subjects of environmental effect, economic effect and traffic effect, if any; and such description carried out in scope and detail to the extent needed to support the requested amendment and as may be required by the Planning and Zoning Commission.

The proposed building and outdoor storage will be harmonious with the surrounding properties and have neutral effect on existing City services.



A tentative site plan showing proposed structures, uses, open spaces, facilities for parking and loading and arrangements for pedestrian and vehicular circulation.

Estimated date for beginning project: **March 2023**

Estimated date for completion of project: **September 2023**

A statement reasonably indicating the applicant's economic responsibility and capability of accomplishing the development for which a zoning amendment is requested.

Applicant plans on using the subject property in conjunction with the property to the west (Lot 1 Block 4 South Prairie Sub No. 2)



CD with DWF and DWG (Autocad) file of all plans and drawings & a PDF of all documents submitted. (if applicable)

By signing below, the Property Owner and Applicant are representing that each understands and agrees to the following terms:

1. Authorized personnel from the City of Pueblo, are hereby granted the right to enter the subject property for the purposes of reviewing and processing the application, including Certificate of Occupancy Inspections.
2. There are no known hazards or vicious animals present on the subject property.
3. All information contained in this application, is true and accurate to the best of my knowledge.
4. The City of Pueblo is under no obligation to approve the request contained in this application. No promises of approval are conveyed with the acceptance of this application.

Property Owner

Print Name: Michael Trapp

Signature:



Date: 12-15-2022

Applicant, if different from Property Owner

Print Name:

Signature:

Date:

Zoning Compliance (Completed by City Staff)

Application received by:

Date:

Application checked for completeness by:

Date:

Case Manager:

Fee Paid:

Hearing date:



Approved



Denied



Approved w/conditions

Office Use Only

ZONING EXHIBIT



ADDRESS:
2716 THORNBERRY LANE
PUEBLO, CO 81005

CURRENT ZONING:
ZONE DISTRICT: B-3

FUTURE LAND USE PLAN:
EMPLOYMENT CENTER – LIGHT INDUSTRY MIXED

LEGAL DESCRIPTION:
LOT 4 BLK 4 SOUTH PRAIRIE SUB 2ND

TAX SCHEDULE:
PARCEL #1514320004

LOT SIZE:
0.69 ± ACRES



ATTENTION!
REPRODUCTION OF THIS DRAWING
MAY HAVE CAUSED DISTORTION

REVISIONS		
#	Date	Comment
△	--	--

Gagliano Engineering, Inc. - (719) 547-7073
P.O. Box 2520
Pueblo, CO 81004

1740 Eagleridge Blvd. Suite #150
Pueblo, CO 81008

**INDUSTRIAL PLUMBING AND HEATING
MAP AMENDMENT
2716 THORNBERRY LANE
PUEBLO, CO 81005**

PROJECT NO.: **2022-212**

DRAWN BY: jvg	CHECKED BY: jvg	SCALE: as shown
DATE: 12/13/22		DRAWING NO.: 202212Rezone.dwg
		SHEET NO.: MA-1

February 16, 2023

This is to inform you that the City of Pueblo Planning and Zoning Commission will hold a public hearing on a request by **Michael Trapp** for approval of the following application:

Z-22-23 Rezoning: 2716 Thornberry Ln, approximately .69 acres to be rezoned from B-3, Highway and Arterial Business District to I-2, Light Industrial District. Generally located south of Thornberry Ln. and west of Broadmoor Rd.

The Planning and Zoning Commission meeting will be held on March 8, 2023, at 3:30 p.m., in City Council Chambers, 1 City Hall Place, Pueblo, CO or by Zoom: <https://pueblo.zoom.us/j/92717867722?pwd=WUdnaHVGBnlCdHRrUHNFZnpPWGIYdz09>, Meeting ID: 927 1786 7722, Passcode: 195462, Telephone: 1 346 248 7799 US (Houston). You are welcome to attend this public hearing and express your viewpoint concerning this proposal. To review the plans and staff report for the proposed application, please visit www.pueblo.us/PandZ and click on “Most Recent Agenda” no sooner than the Friday prior to the hearing. **Please contact the planner listed below if you have questions.**

Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

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Scott Hobson, Director
Planning & Community Development
Beritt Odom, Principal Planner
(719) 553-2339

CASE NUMBER: Z-22-23

CERTIFICATION

I hereby certify that I did this day cause written notice of the public hearing on the proposed Zoning Map Amendment of the property located at 2716 Thornberry to be sent to the attached list of owners of the real property lying within three hundred (300) feet of the said property on which the Zoning Map Amendment is proposed by depositing the same properly addressed and postage paid in the post office, as set forth in the Code of Ordinances, Section 17-6-2.

February 16, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By Cindy Caputo

I hereby certify that I did this day verify and photograph the posted notice of the public hearing on the Zoning Map Amendment of the property located at 2716 Thornberry, upon which action is pending as set forth in the Code of Ordinances, Section 17-6-2.

February 16, 2023

(Date)

PUEBLO PLANNING & ZONING COMMISSION

By B-G

Owner	OwnerStreet	OwnerCity	OwnerState	OwnerZip
RIEKENA ROGER A AND MARY REVOCABLE	106 ENCINO DR	PUEBLO	CO	81005-2910
M 3 REAL ESTATE LLC	121 W CUCHARRAS ST	COLORADO	CO	80903-3303
MALDONADO RONALD D/MALDONADO ELIZ	1611 KINGSROYAL BLVD	PUEBLO	CO	81005-2164
SKUL JOHN A/SKUL ELIZABETH A	22 DARTMOUTH AVE	PUEBLO	CO	81005-1756
O NEAL SUSAN C/O NEAL JAMES E JR/ + 351 PA	25101 RIDGE WAY	GOLDEN	CO	80401-9633
WOODWARD DELBERT REVOCABLE LIVING	2548 W WOLFENSBERGER I	CASTLE ROCK	CO	80109-9635
MUNIZ JUAN I/MUNIZ MARIA DEJESUS	2700 FARABAUGH LN	PUEBLO	CO	81004-5804
PUEBLO DIVERSIFIED INDUSTRIES	2828 GRANADA BLVD	PUEBLO	CO	81005-3104
BLOCK ROGER DALE	3000 S PRAIRIE AVE	PUEBLO	CO	81005-5106
D B R ENTERPRISES LLC	3130 BROADMOOR RD	PUEBLO	CO	81004-5842
BROADMOOR LLC	35 PASADENA DR	PUEBLO	CO	81005-2985
MICHELI BRAD/MICHELI JEANNETTE	4330 CARLILE AVE	PUEBLO	CO	81005-1003
4G FAMILY LIVING TRUST DATED JANUAR	445 YUCCA ST	PUEBLO	CO	81005-1034
WYATT AARON	46 STANFORD AVE	PUEBLO	CO	81005-1605
HAYWORTH EDWARD J	6135 STATE HWY 78	PUEBLO	CO	81005-9612
ACORN PETROLEUM INC	76 S SIERRA MADRE ST	COLORADO	CO	80903-3309
MASCARENAS ELI O JR/MASCARENAS KA	8 IRONWEED DR	PUEBLO	CO	81001-1016
M 3 REAL ESTATE LLC	855 BROADVIEW PL	COLORADO	CO	80904-1801
FIRST FARABAUGH RENTAL LLC	89 PURDUE ST	PUEBLO	CO	81005-1633
KM GARCIA PROPERTIES LLC	97 FORDHAM CIR	PUEBLO	CO	81005-1647
COCA COLA BOTTLING CO NEW YORK	PO BOX 1734	ATLANTA	GA	30301-1734



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Andra Ahrens, Director Wastewater

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FINANCIAL CONSULTING SOLUTIONS GROUP, INC., D.B.A. FCS GROUP, TO PROVIDE UTILITY RATE CONSULTING SERVICES FOR THE PUEBLO WASTEWATER DEPARTMENT AND NAMING SAID COMPANY AS THE RATE CONSULTANT OF RECORD

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign the contract between Financial Consulting Solutions Group, Inc. DBA FCS Group and the City of Pueblo to provide financial consulting services, such as, rate studies, and financial capacity reports for the Wastewater Department.

PREVIOUS COUNCIL ACTION:

None

BACKGROUND:

As an enterprise of the City of Pueblo, the Wastewater Department operates the James R. Dilorio Water Reclamation Facility and the associated sanitary sewer collection system. Operating and maintaining the infrastructure of these facilities entails increasing costs and, as an enterprise, the Wastewater Department is obligated to collect sufficient funds through its rates and fees to pay for its operations. Section 16-6-26 of the Pueblo Municipal Code requires a biennial review of the sanitary sewer rates and fees. The attached contract establishes a long-term agreement between the City and Financial Consulting Solutions Group, Inc. DBA FCS Group to provide professional utility rate consulting services to fulfill these obligations.

Qualification statements were received from two firms. Financial Consulting Solutions Group, Inc. DBA FCS Group was judged to be the firm best qualified to provide the required services

FINANCIAL IMPLICATIONS:

Funding for the services will come from Professional Service's budget.

BOARD/COMMISSION RECOMMENDATION:

Not applicable

STAKEHOLDER PROCESS:

None

ALTERNATIVES:

Not applicable. The Municipal Code requires that the sanitary sewer rates be reviewed no less often than every two years. Financial Consulting Solutions Group, Inc. DBA FCS Group was selected as the City's Wastewater Rate Consultant of Record through a competitive bid process.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. 03-27-23 23-030 FCS Wastewater Rate Consultant - Master Contract

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE MAYOR TO EXECUTE THE CONTRACT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION, AND FINANCIAL CONSULTING SOLUTIONS GROUP, INC., D.B.A. FCS GROUP, TO PROVIDE UTILITY RATE CONSULTING SERVICES FOR THE PUEBLO WASTEWATER DEPARTMENT AND NAMING SAID COMPANY AS THE RATE CONSULTANT OF RECORD

WHEREAS, Statements of Qualifications for Utility Rate Consulting services were requested and received; and

WHEREAS, a committee was formed to evaluate these qualifications; and

WHEREAS, the committee selected Financial Consulting Solutions Group, Inc., D.B.A. FCS Group, as the most qualified to serve the Pueblo Wastewater Department; NOW, THEREFORE,

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

SECTION 1.

The contract between Pueblo, a Municipal Corporation and Financial Consulting Solutions Group, Inc., D.B.A. FCS Group, 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 contract 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 contract 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



**MASTER CONTRACT FOR PROFESSIONAL CONSULTING
SERVICES BY AND BETWEEN CITY OF PUEBLO AND
FINANCIAL CONSULTING SOLUTIONS GROUP, INC. DBA FCS GROUP**

23-030

WASTEWATER RATE CONSULTANT OF RECORD

MASTER CONTRACT FOR PROFESSIONAL CONSULTING SERVICES BY AND BETWEEN CITY OF PUEBLO AND FINANCIAL CONSULTING SOLUTIONS GROUP, INC. DBA FCS GROUP

THIS CONTRACT ("Contract") made and entered this ____ day of _____, 2023 by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and Financial Consulting Solutions Group, Inc. dba FCS Group, (hereinafter referred to as "Consultant"), for Consultant to render certain financial, rate, review, reporting, and related services for City in connection with Bid 23-030 Wastewater Rate Consultant of Record, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. RECITALS

- A. The City solicited competitive proposals for Bid 23-030 Wastewater Rate Consultant of Record to provide professional services to include documentation, reporting, and filing of documents for the wastewater annual rate review (hereinafter referred to as the "RFQ").
- B. In response to the RFQ, Consultant submitted its proposal (hereinafter referred to as "Response").
- C. City has evaluated all Responses submitted and selected Consultant to perform Rate Consultant for various anticipated projects.

NOW, THEREFORE, in consideration of the foregoing Recitals and mutual covenants, City and Consultant agree as follows:

2. ENGAGEMENT

- A. City engages Consultant and Consultant accepts such engagement to perform the services set forth in this Contract and the standard form of Agreement for Professional Services ("Consultant Agreement Form"), execution of which will be required for each Project as may be directed by the City. A copy of the Agreement is attached hereto and labelled respectively as Exhibit A.
- B. Anticipated Projects (hereinafter referred to as the "Projects") may include the Scope of Services for each Agreement for any Project and shall be consistent with and meet following requirements:
 - 1. Review and update sanitary sewer rates and fees as required by Section 16-7-9 of the Municipal Code
 - 2. Assist City staff in developing a realistic and workable Capital Improvement Program (CIP).
 - 3. Identify projects necessary to maintain and/or expand the capacity of wastewater collection and treatment facilities.

4. Assist City staff in developing recommendations for financing infrastructure improvements and pretreatment program requirements.
 5. Assist City staff in presenting recommendations on wastewater rates to City Council
 6. Support the City in securing financing for required construction by providing engineering cost estimates and technical information for loan or bond documentation.
 7. Support the City in developing Financial Capacity Studies.
 8. Complete other projects as required related to rates and fees for the wastewater utility.
- C. City may, or may not, in its sole discretion undertake any of the Projects. Upon written direction from City requesting Consultant to undertake a project, the Consultant shall prepare a specific Scope of Service, Fee Schedule (based upon Schedule 2 of the Contract), and Work Schedule necessary to complete the project.
- D. After mutual approval of the Scope of Service, Fee Schedule, maximum compensation and Work Schedule, the City will incorporate such agreed upon terms into the Approved Form of Agreement which shall be executed by Consultant.
- E. After execution of such Agreement by Consultant, City will submit same to City Council of City for approval and any such Agreement shall be subject to and conditioned upon City Council approval.
- F. In addition to the scope of work set forth above, City may request services on an as needed basis.
- G. No minimum amount of work is guaranteed under this Contract. City reserves the right to engage and/or contract with other parties to perform services which otherwise might be requested under this Contract.

3. TERM

- A. This Contract is for a term of three (3) years commencing the date first listed above. The term of this Contract may be extended for two (2) additional one (1) year options upon mutual agreement of City and Consultant.
- B. This Contract may be terminated by the City at any time, without cause or liability, upon thirty (30) days prior written notice given to the Consultant specifying the date of termination, provided, however, that the termination of this Contract shall not terminate or be deemed to terminate any existing agreements executed by and between the parties pursuant to Section 1 of this Contract.

4. GENERAL COVENANTS

Consultant covenants that it is:

- A. Competent and qualified to perform; and will perform the services and work contemplated by this Contract and the Agreement(s) in a professional manner to the satisfaction of the City.
- B. Familiar with the requirements stated in the RFQ with respect to the services and work contemplated by this Contract and the Agreement(s) and will perform such services and work in compliance therewith.

5. SPECIFIC COVENANTS

Consultant covenants that, during the performance of this Contract and any Agreements for a specified Project, Consultant will:

- A. Comply with all federal statutes and regulations relating to nondiscrimination in federally assisted programs.
- B. Comply with all other laws, regulations, and requirements for applicable Federal, State, local , and grant funded Projects.

6. RECORDS AND DATABASE

Consultant shall maintain a cost accounting system acceptable to City. The City shall have access to any books, documents, papers, and records of the Consultant that are directly pertinent or relate to this Contract or any Agreements for a specified Project, for the audit purposes, examination, inspection, excerpts, and transcription. The Consultant shall maintain such records for three (3) years after City makes final payments to Consultant and all pending matters are closed. Consultant shall prepare and maintain an electronic database (compatible with AutoCAD) that accurately represents all existing and future civil infrastructure for all Projects completed under this Contract and any Agreements for a specified Project.

7. RIGHTS TO INVENTIONS

Plans, drawings, designs, specifications, inventions, reports and all other documents and materials generated under this Contract or any Agreements for a specified Project shall become the sole property of City, subject to applicable federal grant requirements, and City shall be vested with all rights therein of whatever kind and however created, whether by common law, statute, or equity. Consultant shall retain sole ownership of pre-existing proprietary property, including but not limited to, computer programs, software, diagrams, and models.

8. INSURANCE AND INDEMNITY

- A. Consultant agrees that it has procured and will maintain during the term of this Contract, such insurance as will protect it and City from claims under workers' compensation acts, claims for damages because of personal injury including bodily injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth in subparagraph B.
- B. The minimum insurance coverage which Consultant shall obtain and keep in force is as follows:
1. 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 City.
 2. Commercial General Liability Insurance. The Consultant shall secure and maintain during the period of this Contract and for such additional time as work on the project is being performed, Commercial General Liability Insurance issued to and covering the liability of the Consultant with respect to all work performed by him and all his subcontractors under the Contract, 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 Contract, and "Completed Operations and Projects Liability" coverage.
 3. Professional Liability Insurance with coverage of not less than \$1,000,000 and in a form and with a deductible acceptable to City.
 4. Comprehensive Automobile Liability Insurance. The Consultant shall procure and maintain during the period of the Contract and for such additional time as work on the project is being performed, Comprehensive Automobile Liability Insurance. This insurance shall be written with limits of liability for and injury to one person in any single occurrence of not less than \$350,000 and for any injury to two or more persons in any single occurrence of not less than \$1,000,000. This insurance shall include uninsured/underinsured motorist coverage and shall protect the Consultant from any and all claims arising from the use both on and off the site of the project of automobiles, trucks, tractors, backhoes, and similar equipment whether owned, leased, hired, or used by Consultant.

- C. Consultant shall furnish to City a certificate or certificates of insurance showing compliance with this Section. Consultant shall obtain a special endorsement from its insurance carrier that provides that the insurance shall not be changed or cancelled until ten (10) days after written notice has been given to City and provide a copy of such endorsement to City. Consultant shall immediately notify City of any substantial change in, or cancellation, or non-renewal of any such insurance.
- D. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, its employees, subcontractors, and consultants.

9. CERTIFICATIONS

- A. Neither Consultant nor any of its principals are presently, or at the time of execution of any Agreements for a specified Project, debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this Contract or in any such subsequent Agreements for a specified Project by any entity or agency. Consultant will include this clause in all lower tier transactions, solicitations, proposals, contracts, subcontracts, and agreements.
- B. Consultant is not owned or controlled by one or more citizens of a foreign country included in the list of countries that discriminate against U.S. firms published by the Office of the United States Trade Representatives and that it will comply with the Department of Transportation trade restriction regulations 49 CFR Part 30. Consultant will include this clause and other clauses required by said trade restriction regulations in all lower tier transactions, solicitations, proposals, contracts, subcontracts, and agreements.

10. NOTICES

Any notice required or permitted by this Contract shall be in writing and may be served personally or mailed by first-class mail, postage prepaid, addressed to the party at its address shown on the first page hereof, and if to the City, a copy of thereof shall be given to City of Pueblo, Attn: Andra Ahrens, Director, 1300 S. Queens Ave., Pueblo, CO 81001 or Consultant at Financial Consulting Solutions Group, Inc. dba FCS Group, Attention: John Ghilarducci, President, 7525 166th Ave NE, Ste D-215, Redmond, WA 98052. Either party may change addresses upon written notice given to the other party specifying the changed address.

11. FINANCIAL OBLIGATIONS OF CITY

All financial obligations of the City under this Contract and any Agreements for a specified Project in any subsequent fiscal year of the City are subject to, and contingent upon, funds being specifically budgeted and appropriated for such purposes (Projects). This Contract 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 of Pueblo, contrary to Article X, § 20 Colorado Constitution or any other constitutional, statutory, or charter debt

limitation. Notwithstanding any other provision of this Contract and any Agreements for a specified Project, with respect to any financial obligation of the City which may arise under this Contract in any fiscal year after 2021, in the event the budget or other means of appropriations for any such year fails to provide funds in sufficient amounts to discharge such obligation, such failure shall not constitute a default or breach of this Contract or any Agreements for a specified Project by the City, and the City may terminate this Contract or any Agreements for a specified Project without liability.

12. MISCELLANEOUS

- A. This Contract shall be governed and interpreted in accordance with the laws of the State of Colorado. In the event of any litigation arising out of this Contract, the court shall award to the prevailing party its costs and reasonable attorney fees. Venue for any such litigation shall be Pueblo County, Colorado.
- B. This Contract contains the entire agreement between the City and Consultant and incorporates all prior written and oral understandings and agreements between the parties.
- C. This Contract may only be modified or amended by written instrument signed by both City and Consultant.
- D. This Contract shall be binding upon and inure to the benefit of City and Consultant and their respective successors and assigns, provided, however, Consultant shall not assign this Contract, Agreements for a specific Project, or any interest herein without the prior written consent of City.

13. IMMIGRATION REFORM AND CONTROL ACT OF 1986

Consultant certifies that it has complied with the United States Immigration Reform and Control Act of 1986. Consultant represents and warrants that to the extent required by said Act, all persons employed by Consultant for performance of this Contract have completed and signed Form I-9 verifying their identities and authorization for employment.

14. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other compensation paid to a PERA retiree performing contracted services for the City under this Contract. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Contract.

15. ELECTRONIC SIGNATURE

This Contract 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 contract, (ii) a valid and binding contract and fully admissible under state and federal law, and (iii) enforceable in accordance with its terms.

This Contract, together with all Project Documents incorporated by reference, constitutes the entire Contract between City and Contractor with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Contract as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

FCS GROUP

By _____
Naomi Hedden, Director of Purchasing

By _____
John Ghilarducci, President

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Dan Kogovsek, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Identification of Personnel, Subcontractors, and Task Responsibility
Exhibit A – Sample Agreement for Professional Services
Additional Information for Contract

SCHEDULE 1

Scope of Services

Excerpt from Request for Qualifications, Section 3.3

In general, the Consultant shall perform or assist the Wastewater Department with the following:

- A. Review and update sanitary sewer rates and fees as required by Section 16-7-9 of the Municipal Code
- B. Assist City staff in developing a realistic and workable Capital Improvement Program (CIP).
 - 1. Identify projects necessary to maintain and/or expand the capacity of wastewater collection and treatment facilities.
 - 2. Assist City staff in developing recommendations for financing infrastructure improvements and pretreatment program requirements.
 - 3. Assist City staff in presenting recommendations on wastewater rates to City Council
- C. Support the City in securing financing for required construction by providing engineering cost estimates and technical information for loan or bond documentation.
- D. Complete other projects as required related to rates and fees for the wastewater utility.

Note: The current rate study and financial plan are available for review at the Wastewater Department's administrative office.

SCHEDULE 2

Fee Schedule

Excerpt from Proposer's Submittal dated February 28, 2023

FCS GROUP
2023 STANDARD FEE SCHEDULE
Effective December 5, 2022

LABOR

<u>POSITION/TITLE</u>		<u>BILLING RATE</u>
Principals	Standard Rate	\$320
Project Managers	Standard Rate	\$230
Consultants	Standard Rate	\$190
Analysts	Standard Rate	\$160

Administrative and Technical Support

Public Relations		\$170
Technical Writer/Graphic Artist		\$145
Administrative Support		\$ 95

DIRECT EXPENSES

Major direct expenses, such as travel, mileage, and lodging, will be charged at cost. Other expenses will not be directly charged unless by mutual agreement of the client and FCS GROUP and specific terms will be established in advance prior to expenditure and billing.

SUBCONSULTANTS

When applicable, subconsultants will be charged at invoiced cost plus 10%.

SCHEDULE 3

Identification of Personnel, Subcontractors, and Task Responsibility

Excerpt from Proposer's Submittal dated February 28, 2023, Pages 9 - 10

Key Personnel

FCS GROUP'S STAFF INCLUDES TECHNICAL PROFESSIONALS WITH BACKGROUNDS IN PUBLIC ADMINISTRATION, MANAGEMENT, FINANCE, ACCOUNTING, ECONOMICS, AND ENGINEERING DISCIPLINES. THESE ANALYTICALLY-FOCUSED PERSPECTIVES EQUIP US TO ADDRESS UTILITY FINANCE AND PUBLIC RESERVE FUND CHALLENGES WHILE MAINTAINING FIXED ATTENTION ON ORGANIZATIONAL SENSITIVITIES, POLICY DRIVERS, AND STAKEHOLDER PRIORITIES

FCS GROUP is promoting a small, focused team who will be available and committed to work on this engagement for its duration. Jason Mumm, principal-in-charge will anchor your team as a nationally recognized policy and rate development expert. He will be supported by Melanie Hobart (project manager), Colton Richard (project consultant), and Caleb Hansen (analyst). All four are located in the Boulder office, where the work will be completed. With a staff that includes over 30 utility rate experts, FCS GROUP maintains the necessary depth, breadth, and capacity to deliver this project on time and within budget. Our project organization is summarized below. A summary of each individual's experience is included on the following page with resumes included in the Appendix A. No subconsultants will be used for this project.

Jason Mumm PRINCIPAL-IN-CHARGE

Jason Mumm is an FCS GROUP principal with 27 years of experience providing financial and rate development services in various capacities for water, sewer, reclaimed water, stormwater, and solid waste utilities. He is a nationally recognized expert in utility rates, fees, and charges and has helped author significant portions of the American Water Works Association's guidelines for water utility rates. He is a Chair of the AWWA Rates and Charges Committee, and is actively involved in the Water Environment Federation. His entire 27-year professional career has been focused in Colorado where he is the longest-tenured consultant in the field of municipal utility rates and charges. Jason's extensive regional experience includes: multiple rate study projects, but the following are the larger regional wastewater operations from his lengthy resume.

- Pueblo, CO – Stormwater Rate Study
- Loveland, CO – Water and Wastewater Rate Studies and Financial Consulting
- Aurora, CO – Water and Wastewater Rate Studies and Financial Consulting
- South Platte Renew, CO – Wastewater Wholesale Agreements
- Metro Water Recovery, CO – Sewer Connection Charges
- Cheyenne, WY – Water and Sewer Cost of Service Analysis and Rate Study
- Boise, ID – Wastewater Cost-of-Service study

As principal-in-charge, Jason will be responsible for contract negotiation, technical direction, principal review, the commitment of resources, quality assurance, and deliverables.

Melanie Hobart PROJECT MANAGER

Melanie Hobart is an FCS GROUP project manager with 15 years of public sector and consulting experience. She has performed water, sewer, electric, and stormwater utility rate studies and forecasting throughout the U.S. Melanie's area of expertise is in policy and regulatory analyses. Her project work has included detailed customer statistics analysis to develop monthly use profiles and inform the development of cost-of-service allocation factors. Melanie's project experience includes:

- Pueblo, CO – Stormwater Rate Study
- Aurora, CO – Water Rate Studies and Financial Consulting
- Loveland, CO – Water and Wastewater Rate Studies and Financial Consulting
- Telluride, CO – Sewer Financial Analysis and Rate Study
- Cheyenne, WY – Water and Wastewater Rate Study
- Ankeny, IA – Water and Sewer Rate Study

Melanie will play a key role as the City's main contact. She will manage the technical analyses and direct staff activities on a day-to-day basis including preparation of draft deliverables. She will also manage the budget and schedule.

Colton Richard PROJECT CONSULTANT

Colton Richard is an FCS GROUP project consultant with experience in data collection, research, spreadsheet modeling, and analysis for economic studies and rate development for water, sewer, and stormwater utilities. He has seven years' experience in water policy and offers a unique qualitative and quantitative set of skills in preparing analytical models and developing financial strategies to support utility operations. Colton's project experience includes:

- Pueblo, CO – Stormwater Rate Study
- Aurora, CO – Water Rate Studies and Financial Consulting
- Loveland, CO – Water and Wastewater Rate Studies and Financial Consulting
- Cheyenne, WY – Water and Wastewater Rate Study

Colton will be responsible for data management, technical analysis, rate modeling, and drafting project deliverables.

Caleb Hansen ANALYST

Caleb Hansen is an FCS GROUP analyst specializing in policy analysis, data modeling, statistics, and rate development for water, sewer, stormwater, and solid waste utilities. His previous experience includes budgeting, policy management, and technical writing. Caleb's project experience includes:

- Pueblo, CO – Stormwater Rate Study
- Cheyenne, WY – Water and Wastewater Rate Study
- Loveland, CO – Water and Wastewater Rate Studies and Financial Consulting

Caleb will be responsible for data management, technical analysis and rate modeling.

SAMPLE AGREEMENT FOR PROFESSIONAL SERVICES BY AND BETWEEN CITY OF PUEBLO AND [LEGAL NAME OF VENDOR]

THIS AGREEMENT ("Agreement") made and entered this _____ day, _____, 2023 by and between the City of Pueblo, a Municipal Corporation (hereinafter referred to as "City") and [Legal name of vendor and business license registration] _____, (hereinafter referred to as "Consultant") a professional [type of consultant] _____ firm, for Consultant to render certain professional [type of service to be provided] _____ and related services for Owner in connection with Bid _____, hereinafter referred to as the "Project." In consideration of the mutual covenants hereinafter set forth, the parties agree as follows:

1. GENERAL

- A. Consultant shall satisfactorily perform the professional planning and consulting services for the Project described in more detail in Schedule 1 attached hereto and incorporated herein by reference (the "Scope of Services"). Such services shall include all usual and customary professional [type of services to be provided] _____ and related ancillary services including any required drafting or design services incidental to its work on the Project. In the event this Agreement follows the selection of Consultant by Client pursuant to a Request for Proposals (RFP), all of the requirements of that RFP are incorporated herein by reference, unless any requirement is expressly excluded in Schedule 1.
- B. To the extent Consultant performs any of the Project work through subcontractors or subconsultants, Consultant shall be and remain as fully responsible for the full performance and quality of services performed by such subcontractors or subconsultants as it is for services performed directly by Consultant or Consultant's employees.
- C. 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.

2. CONSULTANT'S RESPONSIBILITIES

- A. Consultant shall be responsible for the professional quality, technical accuracy and timely completion of Consultant's work, including that performed by Consultant's subconsultants and subcontractors, and including drawings, reports and other services, irrespective of Client's approval of or acquiescence in same. Consultant shall be responsible, in accordance with applicable law, to Client for all loss or damage to Client caused by Consultant's negligent act or omission; except that 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.

- B. 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.
- C. Consultant acknowledges that time is of the essence with respect to the completion of its services under this Agreement. Consultant represents that Schedule 3 attached hereto is the schedule by which Consultant proposes to accomplish its work, with time periods for which it will commence and complete each major work item. Except to the extent the parties agree to time extensions for delays beyond the control of Consultant, Consultant shall adhere to this schedule and perform its work in a timely manner so as not to delay Client's timetable for achievement of interim tasks and final completion of Project work. Consultant further acknowledges that its schedule has accounted for all reasonably anticipated delays, including those inherent in the availability of tools, supplies, labor and utilities required for the work, the availability of information which must be obtained from any third parties, and all conditions to access to public and private facilities.
- D. Before undertaking any work or incurring any expense which Consultant considers beyond or in addition to the Scope of Work described in Schedule 1 or otherwise contemplated by the terms of this Agreement, Consultant shall advise Client in writing that (i) Consultant considers the work beyond the scope of this Agreement, (ii) the reasons that Consultant believes the out of scope or additional work should be performed, and (iii) a reasonable estimate of the cost of such work. Consultant shall not proceed with any out of scope or additional work until authorized in writing by Client. The compensation for such authorized work shall be negotiated, but in the event the parties fail to negotiate or are unable to agree as to compensation, then Consultant shall be compensated for its direct costs and professional time at the rates set forth in Schedule 2 attached hereto.

3. CITY'S RESPONSIBILITIES

- A. Client agrees to advise Consultant regarding Client's Project requirements and to provide all relevant information, surveys, data and previous reports accessible to Client which Consultant may reasonably require.
- B. Client shall designate a Project Representative to whom all communications from Consultant shall be directed and who shall have limited administrative authority on behalf of Client to receive and transmit information and make decisions with respect to the Project. Said representative shall not, however, have authority to bind Client as to matters of governmental policy or fiscal policy, nor to contract for additions or obligations exceeding a value which is the lesser of \$5000 or 5% of the maximum contract price.

- C. Client shall examine all documents presented by Consultant and render decisions pertaining thereto within a reasonable time. The Client's approval of any drawings, specifications, reports, documents or other materials or product furnished hereunder shall not in any way relieve Consultant of responsibility for the professional adequacy of its work.
- D. Client shall perform its obligations and render decisions within a reasonable time under the circumstances presented. Based upon the nature of Client and its requirements, a period of 14 days shall be presumed reasonable for any decision not involving policy decision or significant financial impact, when all information reasonably necessary for Client to responsibly render a decision has been furnished. A period of 46 days shall be presumed reasonable for Client to act with respect to any matter involving policy or significant financial impact. The above periods of presumed reasonableness shall be extended where information reasonably required is not within the custody or control of Client but must be procured from others.

4. TIME FOR PERFORMANCE

Consultant's obligation to render services shall continue for such period of time as may reasonably be required for completion of the work contemplated in Schedule 1 – “Scope of Services” and Section 2 of this Agreement. The proposed work schedule attached as Schedule 3 may be adjusted by mutual agreement of all parties.

5. PAYMENT

- A. City 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, an amount not to exceed \$1.00 in the aggregate as set forth in Schedule 2 - "Fee Schedule" and computed in accordance with this Section. In the event compensation for services is set forth in Schedule 2 as to each phase of work indicated in Section 1.1 of this Agreement, the maximum amount of compensation for any phase shall not exceed the amount specified in Schedule 2 for such phase.
- B. Consultant shall submit periodic, but not more frequently than monthly, applications for payment, aggregating to not more than the maximum amount set forth above, for actual professional services rendered and reimbursable expenses incurred. Such applications shall be submitted based upon the hourly rates and expense reimbursement provisions set forth in Schedule 2 attached hereto and shall contain appropriate documentation that such services have been performed and expenses incurred. Thereafter, City shall pay Consultant for the amount of the application within 45 days of the date of such application is received, provided that sufficient documentation has been furnished, and further provided that City will not be required to pay more than 90% of the maximum amount unless the Consultant's services on the Project phases for which this Agreement is applicable have been completed to City's reasonable satisfaction and all required Consultant submittals have been provided.

- C. No separate or additional payment shall be made for profit, overhead, local telephone expenses, lodging, routine photocopying, computer time, secretarial or clerical time or similar expenses unless otherwise provided and listed in Schedule 2 - "Fee Schedule."
- 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 Section 2.

6. TERMINATION

- A. City 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, stop incurring expenses, and shall promptly deliver to City all data, drawings, specifications, reports, plans, calculations, summaries and all other information, documents, work product and materials as Consultant may have accumulated in performing this Agreement, together with all finished work and work in progress.
- B. Upon termination of this Agreement for events or reasons not the fault of Consultant, Consultant shall be paid at the rates specified in Schedule 2 for all services rendered and reasonable costs incurred to the date of termination; together with any reasonable costs incurred within 10 days of termination provided such latter costs could not be avoided or were incurred in mitigating loss or expenses to Consultant or City. In no event shall payment to Consultant upon termination exceed the maximum compensation provided for complete performance in Section 5.
- C. In the event termination of this Agreement or Consultant's services is for breach of this Agreement by Consultant, or for other fault of Consultant including but not limited to any failure to timely proceed with work, or to pay its employees and Consultants, or to perform work according to the highest professional standards, or to perform work in a manner deemed satisfactory by City'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 City, or (b) payment at the rates specified in Schedule 2 for services satisfactorily performed and reimbursable expenses reasonably incurred, prior to date of termination.
- D. Consultant's responsibility for its completed work and services shall survive any termination.

7. GENERAL PROVISIONS

7.1. Ownership of Documents

All designs, drawings, specifications, technical data, and other documents or instruments procured or produced by the Consultant in the performance of this Agreement shall be the sole property of the City

and the City is vested with all rights therein of whatever kind and however created, whether created by common law, statutory law, or by equity. The Consultant agrees that the City shall have access at all reasonable times to inspect and make copies of all notes, designs, drawings, specifications, and all other technical data pertaining to the work to be performed under this Agreement. In the event City uses the designs, drawings or specifications provided hereunder for another project independent from Project, without adaptation by Consultant, City shall hold harmless Consultant from all loss, claims, injury, and judgments arising from the use of such designs, drawings or specifications for such other project.

7.2. Advertising

Unless specifically approved in advance in writing by City, Consultant shall not include representations of the Project in any advertising or promotional materials, except for accurate statements contained in resumes or curriculum vitae of Consultant's employees. If Consultant wishes to include representations in advertising or promotional materials, it shall submit a draft of same and printer's proof of the proposed advertising or promotional materials to the City for prior review and shall not publish or distribute same unless written approval of the materials is first obtained.

7.3. Equal Employment Opportunity

In connection with the performance of this Agreement, Consultant shall not discriminate against any employee or applicant for employment because of race, color, religion, sex, sexual orientation, national origin, disability, or age. Consultant shall endeavor to ensure that applicants are employed, and that employees are treated during employment without regard to their race, color, religion, sex, sexual orientation, national origin, disability, or age.

7.4. Access to Property Not Under City's Control

Consultant acknowledges that the Project may require access to property not under the control of City at the time of execution of this Agreement. Consultant and Consultant's employees and consultants shall, at Consultant's expense, obtain all additional necessary approvals and clearances required for access to such property. City shall assist Consultant in obtaining access to such property at reasonable times but make no warranty or representation whatsoever regarding access to such property. Consultant understands and agrees that entry to properties not under City's control may require Consultant to comply with the terms of separate access agreements to be negotiated hereafter with owners of such property.

7.5. 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 the City or the Consultant 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 City of Pueblo, _____ [Department, Director, and address] _____; or to the Consultant, _____ [Consultant's legal name, name of authorized representative, and address] _____. Either party may change his address for the purpose of this paragraph by giving written notice of such change to the other party in the manner provided in this paragraph.

7.6. Entire Agreement

This instrument contains the entire agreement between the City and the Consultant respecting the Project, and any other written or oral agreement or representation respecting the Project or the duties of either the City or the Consultant in relation thereto not expressly set forth in this instrument are null and void. Notwithstanding the foregoing, the terms of [Bid No and Name] are hereby incorporated herein, and Consultant agrees to abide by and comply with the same. In the event of any conflict between any provision of this Agreement and a provision of any Schedule or attachment to this Agreement, the provision in this Agreement shall control and supersede the conflicting provision in the Schedule or attachment. Any inconsistent resolution provision in any attachment to this Agreement shall be void.

7.7. 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 represents that it has selected and intends to employ or assign the key personnel and consultants identified in its proposal submitted to Client prior to execution of this Agreement to induce Client to enter this Agreement. Consultant shall not change such consultants or key personnel except after giving notice of a proposed change to Client and receiving Client's consent thereto. Consultant shall not assign or reassign Project work to any person to whom Client has reasonable objection.

7.8. Successors and Assigns

This Agreement shall be binding on the parties hereto and on their partners, heirs, executors, administrators, successors, and assigns; provided, however, that neither this Agreement, nor any part thereof, nor any moneys due or to become due hereunder to the Consultant may be assigned by it without the written consent of the City. 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 hereto, and nothing contained in this Agreement shall give or allow any such claim or right of action by any other or third person or entity on such Agreement. It is the express intention of the parties hereto that any person or entity, other than the parties to this Agreement, receiving services or benefits under this Agreement shall be deemed to be an incidental beneficiary only.

7.9. Amendments

No amendment to this Agreement shall be made nor be enforceable unless made by written Amendment signed by an authorized representatives of both Consultant and City.

7.10. Choice of Law and Venue

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

7.11. Severability

If any provision of this Agreement, except for Section 2.6, is determined to be directly contrary to and prohibited by law or the requirements of any federal grant or other Project funding source, then such provision shall be deemed void and the remainder of the Agreement enforced. However, it is the intent of the parties that Section 2.6 of this Agreement not be severable, and that if any provision of said section be determined to be contrary to law or the terms of any federal grant, then this entire Agreement shall be void.

7.12. Appropriations

Subject to execution of this Agreement by the Director of Finance certifying that a balance of appropriation exists and funds are available, the amount of money appropriated for this Agreement is equal to or in excess of the maximum compensation payable hereunder; provided, however, that if work is phased and subject to annual appropriation, funds only in the amount of initial appropriation are available and Consultant shall confirm availability of funds before proceeding with work exceeding initial and subsequent annual appropriations.

8. **DISPUTES**

- A. Any dispute or disagreement between Consultant and City arising from or relating to this Agreement or Consultant's services or right to payment hereunder shall be determined and decided by the City's Director of Public Works whose written decision shall be final and binding unless judicial review is sought in a Colorado Court of competent jurisdiction located in Pueblo County, Colorado, pursuant to Rule 106, C.R.C.P.
- B. Pending resolution of any dispute or disagreement, or judicial review, Consultant shall proceed diligently with performance of its work under this Agreement.

9. **REQUIRED FEDERAL, STATE, AND/OR GRANT PROVISIONS**

- A. Consultant understands that City may be funding the Project in whole or part with funds provided by [Name of funding agency and or grant title]. Consultant agrees it is subject to and shall comply with all applicable provisions of said [Name of funding agency and or grant title] for which the contract award has been made and applicable regulations.

- B. Consultant shall comply with the attached [Title of attached requirement clauses] and any/all other Federal, State, and local laws applicable to its activities.
- C. All records with respect to any matters covered by this Agreement shall be available for inspection by City and or [Name of funding agency and or grant title] at any time during normal business hours and as often as agencies deem necessary, to audit, examine and make excerpts or transcripts of relevant information, and otherwise to perform its official functions or duties.
- D. If any of the work to be performed by Consultant under this Agreement is funded in whole or in part with federal or state funds, then this Agreement shall be construed to include all applicable terms required by the federal or state assistance agreement and integrated federal or state regulations. By executing this Agreement, Consultant agrees to be bound by all such mandatory federal or state requirements, irrespective of Consultant's actual knowledge or lack of knowledge of such requirements prior to execution of this Agreement.

[Note: This entire section may be removed if not applicable.]

10. INSURANCE

10.1. Conditions

- A. Consultant agrees that it has procured 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 bodily injury including personal injury, sickness or disease or death of any of its employees or of any person other than its employees, and from claims or damages because of injury to or destruction of property including loss of use resulting therefrom; and such insurance will provide for coverage in such amounts as set forth below.
- B. Consultant agrees to hold harmless, defend and indemnify City from and against any liability to third parties, arising out of negligent acts, errors or omissions of Consultant, his employees, subcontractors, and consultants.

10.2. Minimum Requirements

- A. 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.

- B. 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.
- C. 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 City.
- D. Professional Liability Insurance with coverage of not less than \$1,000,000 in a form and with a deductible acceptable to City. *[This section may be removed if not applicable.]*

11. ACCESSIBILITY

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project.

12. IMMIGRATION REFORM AND CONTROL ACT OF 1986

The Americans with Disabilities Act (ADA) provides that it is a violation of the ADA to design and construct a facility for first occupancy later than January 26, 1993, that does not meet the accessibility and usability requirements of the ADA except where an entity can demonstrate that it is structurally impractical to meet such requirements. The Consultant therefore, will use its best reasonable professional efforts to implement applicable ADA requirements and other federal, state, and local laws, rules codes, ordinances and regulations as they apply to the Project

13. PERA LIABILITY

The Consultant shall reimburse the City for the full amount of any employer contribution required to be paid by the City of Pueblo to the Public Employees' Retirement Association ("PERA") for salary or other

compensation paid to a PERA retiree performing contracted services for the City under this Agreement. The Consultant shall fill out the Colorado PERA Questionnaire and submit the completed form to City as part of the signed Agreement.

14. SCHEDULES

The following Schedules are attached to and made a part of this Agreement:

- Schedule 1 - "Scope of Services" consisting of pages.
- Schedule 2 - "Fee Schedule" consisting of ____ pages.
- Schedule 3 - "Identification of Personnel, Subcontractors, and Task Responsibility."
- [Add additional Schedules as needed]

15. ELECTRONIC SIGNATURE

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

(Signature section on following page.)

This Agreement, together with all Project Documents incorporated by reference, constitutes the entire Agreement between City and Contractor with respect to their subject matter, and may not be amended or modified except by written document signed by both parties.

IN WITNESS WHEREOF the parties hereto have made and executed this Agreement as of the day and year first above written.

CITY OF PUEBLO, A MUNICIPAL CORPORATION

[LEGAL NAME OF COMPANY]

By _____
Naomi Hedden, Director of Purchasing

By _____
[Name of authorized signer, title]

Attest _____
Marisa Stoller, City Clerk

[SEAL]

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

Alexandria Romero, Finance Director

APPROVED AS TO FORM

Dan Kogovsek, City Attorney

Attachments: Schedule 1 - Scope of Services
Schedule 2 - Fee Schedule
Schedule 3 - Project Schedule
Schedule 4 - Identification of Personnel, Subcontractors, and Task Responsibility

ADDITIONAL INFORMATION FOR CONTRACT

Certificate of Good Standing

Colorado PERA Questionnaire

Affirmative Action Plan

Insurance Certificates

3/10/23, 12:34 PM

Colorado Secretary of State - Summary



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Business Home
Business Information
Business Search

FAQs, Glossary and Information

Summary

Details			
Name	Financial Consulting Solutions Group, Inc.		
Status	Good Standing	Formation date	10/01/2007
ID number	20071451891	Form	Foreign Other
Periodic report month	August	Jurisdiction	Washington
Principal office street address	7525 166th Ave NE Ste D215, Redmond, WA 98052-6672, US		
Principal office mailing address	7525 166th Ave NE Ste D215, Redmond, WA 98052-6672, US		

Registered Agent	
Name	C T Corporation System
Street address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, US
Mailing address	7700 E Arapahoe Rd Ste 220, Centennial, CO 80112-1268, US

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OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF GOOD STANDING

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that,
according to the records of this office,
Financial Consulting Solutions Group, Inc.

is an entity formed or registered under the law of Washington, has complied with all
applicable requirements of this office, and is in good standing with this office. This entity has
been assigned entity identification number 20071451891.

This certificate reflects facts established or disclosed by documents delivered to this office on
paper through 03/08/2023 that have been posted, and by documents delivered to this office
electronically through 03/10/2023 @ 12:35:06.

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this
official certificate at Denver, Colorado on 03/10/2023 @ 12:35:06 in accordance with applicable law.
This certificate is assigned Confirmation Number 14771170.



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

OFFICE OF THE SECRETARY OF STATE
OF THE STATE OF COLORADO

CERTIFICATE OF FACT OF TRADE NAME

I, Jena Griswold, as the Secretary of State of the State of Colorado, hereby certify that, according to the records of this office, a Statement of Trade Name for:

FCS GROUP

(Entity ID # 20211951594)

was filed in this office on 10/18/2021 with an effective date of 10/18/2021 .

This certificate reflects facts established or disclosed by documents delivered to this office on paper through 03/08/2023 that have been posted, and by documents delivered to this office electronically through 03/10/2023 @ 15:03:02 .

I have affixed hereto the Great Seal of the State of Colorado and duly generated, executed, and issued this official certificate at Denver, Colorado on 03/10/2023 @ 15:03:02 in accordance with applicable law. This certificate is assigned Confirmation Number 14771914 .



Jena Griswold

Secretary of State of the State of Colorado

*****End of Certificate*****

Notice: A certificate issued electronically from the Colorado Secretary of State's website is fully and immediately valid and effective. However, as an option, the issuance and validity of a certificate obtained electronically may be established by visiting the Validate a Certificate page of the Secretary of State's website, <https://www.coloradosos.gov/biz/CertificateSearchCriteria.do> entering the certificate's confirmation number displayed on the certificate, and following the instructions displayed. Confirming the issuance of a certificate is merely optional and is not necessary to the valid and effective issuance of a certificate. For more information, visit our website, <https://www.coloradosos.gov> click "Businesses, trademarks, trade names" and select "Frequently Asked Questions."

**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 X. (If you answered "no" please proceed to signature section at bottom of this page.)

(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? For purposes of responding to this question, an "affiliated party" includes (1) any person who is the named beneficiary or cobeneficiary 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. 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), 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.

Please provide the name, address and social security number of each such PERA Retiree. If more than two, please attach a supplemental list.

Name	Address	Social Security Number
Name	Address	Social Security Number

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

Company Name: Financial Consulting Solutions Group, Inc.

Authorized Signature: *Diane Harmon* Title: Accounting Manager

Printed Name: Diane Harmon Date: October 20, 2021

Insert Affirmative Action Plan

Insert Insurance(s)



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 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 A SUBRECIPIENT AGREEMENT BETWEEN THE CITY OF PUEBLO, A COLORADO MUNICIPAL CORPORATION AND PUEBLO CRIME STOPPERS, 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 TWO HUNDRED THOUSAND DOLLARS (\$200,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF PROVIDING FINANCIAL SUPPORT TO THE "LIGHTS ON FOR SAFETY" PROJECT FOR LOCAL SMALL BUSINESSES LOCATED IN QUALIFIED CENSUS TRACTS IN THE CITY OF PUEBLO WHICH WERE THEREBY DISPROPORTIONATELY IMPACTED BY THE COVID-19 PANDEMIC

SUMMARY:

This Ordinance authorizes payment of \$200,000 from Project CI2113 American Rescue Plan Act ("ARPA") to Pueblo Crime Stoppers, Inc. ("Crime Stoppers") under the "Lights on for Safety" Project, for local small businesses located in Qualified Census Tracts in the City which were thereby disproportionately impacted by the COVID-19 pandemic. These payments are authorized by section 603 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 from the American Recovery Plan Act ("ARPA") for covered costs and eligible expenses to be incurred during the period which began on March 3, 2021 until December 31, 2024 (to be expended by December 31, 2026).

BACKGROUND:

Under ARPA Section 603 (c)(1)(A) and (3) and U.S. Treasury Final Rule 31 CFR

35.6(b)(7) recipients may use Coronavirus State & Local Fiscal Recovery Funds ("CSLFRF") to award grants to small businesses, nonprofit organizations, and community groups that are responding to the negative economic impacts of the COVID-19 public health emergency.

Crime Stoppers has requested funds for improving the safety and security, under the "Lights on for Safety" Project, of local small businesses located in Qualified Census Tracts in the City which were thereby disproportionately impacted by the COVID-19 pandemic. The City has agreed to provide the funds to assist in the improving of the safety and security of local small businesses located in Qualified Census Tracts in the City.

Crime Stoppers shall administer the "Lights on for Safety" Project subject to the following requirements and restrictions:

1. The "Lights on for Safety" process will begin with an initial FREE energy audit and lighting assessment conducted by a trained energy advisor from Franklin Energy.
2. The Pueblo Police Department will also conduct a FREE crime prevention through environmental design assessment to help advise the small businesses on changes/updates to defer crime on their property.
3. The audits will provide solutions that will increase customer safety and help save energy by providing interior/exterior lighting and cameras.
4. Small businesses may apply to Crime Stoppers for assistance and will be eligible on a "first come first served" basis
5. Small business eligibility is limited as follows:
 - a. Must have a physical location in a Qualified Census Tract of the City of Pueblo.
 - b. Small business physical building size of 50,000 square feet or less.
 - c. Must have a current City of Pueblo business license and be licensed for at least three months.
 - d. The following business categories are not eligible: home and vehicle based businesses; marijuana (medical and recreational) businesses; "adult entertainment" (as defined in PMC 17-11-3) businesses; businesses engaged in illegal activities and businesses primarily engaged in political or lobbying activities.
 - e. After a qualifying small business is selected, the business will have an option of selecting one of the two or three contractors that Black Hills Energy has to do the work. No cash will be distributed to individual businesses.
6. ARPA grant funds are to be used only for equipment and installation and contractors providing such services shall be paid directly by Crime Stoppers.
7. Crime Stoppers' \$10,000.00 fee for administrative services will be paid by Black Hills Energy.

FINANCIAL IMPLICATIONS:

Funding will be paid out of Project CI2113 – American Rescue Plan.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to authorize payment of ARPA funds to Crime Stoppers.

RECOMMENDATION:

Approval of this Ordinance.

ATTACHMENTS:

1. Subrecipient Agreement between the City and Crimestoppers

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 CRIME STOPPERS, 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 TWO HUNDRED THOUSAND DOLLARS (\$200,000) FROM PROJECT NO. CI2113 - AMERICAN RESCUE PLAN ACT, FOR PURPOSES OF PROVIDING FINANCIAL SUPPORT TO THE "LIGHTS ON FOR SAFETY" PROJECT FOR LOCAL SMALL BUSINESSES LOCATED IN QUALIFIED CENSUS TRACTS IN THE CITY OF PUEBLO WHICH WERE THEREBY DISPROPORTIONATELY IMPACTED BY THE COVID-19 PANDEMIC

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

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

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

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

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

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

WHEREAS, Crime Stoppers has requested funds for improving the safety and security, under the "Lights on for Safety" Project, of local small businesses located in Qualified Census Tracts in the City which were thereby disproportionately impacted by the COVID-19 pandemic. The City has agreed to provide the funds to assist in the improving of the safety and security of local small businesses located in Qualified Census Tracts in the City; and

WHEREAS, Subrecipient has demonstrated to the satisfaction of the Council that the safety and security of the local small businesses located in Qualified Census Tracts in the City has been impacted greatly by the ongoing Covid-19 pandemic; and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to provide the funds needed through this Subrecipient Agreement with Crime Stoppers to increase the safety and security of the citizens residing in Qualified Census Tracts in the City; and; NOW, THEREFORE,

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

The Subrecipient Agreement ("Agreement") dated April 10, 2023, between the City of

Pueblo, a Colorado municipal corporation and Pueblo Crime Stoppers, Inc., a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$200,000 are hereby authorized to be paid from Project CI2113 American Rescue Plan Act ("ARPA") to Pueblo Crime Stoppers, Inc. under the "Lights on for Safety" Project, for local small businesses located in Qualified Census Tracts in the City which were thereby disproportionately impacted by the COVID-19 pandemic.

SECTION 4.

The officers and staff of the City are authorized to perform any and all acts consistent with this Ordinance and the attached Agreement which are necessary or desirable to implement the transactions 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 10th day of April, 2023 (hereinafter “Effective Date”) by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the “City” and Pueblo Crime Stoppers, Inc., a Colorado nonprofit corporation, hereinafter referred to as the “Subrecipient” or “Crime Stoppers.” City and Subrecipient/Crime Stoppers are sometimes each referred to as a “Party” and collectively “Parties.”

RECITALS

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

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

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

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

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

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

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

WHEREAS, Crime Stoppers has requested funds for improving the safety and security, under the “Lights on for Safety” Project, of local small businesses located in Qualified Census Tracts in the City which were thereby disproportionately impacted by the COVID-19 pandemic. The City has agreed to provide the funds to assist in the improving of the safety and security of local small businesses located in Qualified Census Tracts in the City; and

WHEREAS, Subrecipient has demonstrated to the satisfaction of the Council that the safety and security of the local small businesses located in Qualified Census Tracts in the City has been impacted greatly by the ongoing Covid-19 pandemic; and

WHEREAS, the City finds and determines that it is in the best interests of its citizens to provide the funds needed through this Subrecipient Agreement with Crime Stoppers to increase the safety and security of the citizens residing in Qualified Census Tracts in the City; and

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

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

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

1. FACTUAL BASIS FOR THE GRANT AWARD

- a. Under ARPA Section 603 (c)(1)(A) and (3) and U.S. Treasury Final Rule 31 CFR 35.6(b)(7) recipients may use Coronavirus State & Local Fiscal Recovery Funds (“CSLFRF”) to award grants to small businesses, nonprofit organizations, and community groups that are responding to the negative economic impacts of the COVID-19 public health emergency.
- b. The Pueblo City Council (the “Council”) recognizes that helping local organizations working within the City is beneficial to the health, safety and welfare of the people in the City.
- c. Crime Stoppers has requested funds for improving the safety and security, under the “Lights on for Safety” Project, of local small businesses located in Qualified Census Tracts in the City which were thereby disproportionately impacted by the COVID-19 pandemic. The City has agreed to provide the funds to assist in the improving of the safety and security of local small businesses located in Qualified Census Tracts in the City.
- d. Subrecipient has demonstrated to the satisfaction of the Council that the safety and security of the local small businesses located in Qualified Census Tracts in the City has been impacted greatly by the ongoing Covid-19 pandemic.

- e. The City finds and determines that it is in the best interests of its citizens to provide the funds needed through this Subrecipient Agreement with Crime Stoppers to increase the safety and security of the citizens residing in Qualified Census Tracts in the City.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:
 - 1. Federal SAM Unique Entity ID;
 - 2. IRS designation as a 501(c)(3) nonprofit entity;
 - 3. Certificate of Good Standing from the Office of the Secretary of State;
- (b) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit "A" and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (c) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient's part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit "C" hereto; and (iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.
- (d) This Agreement is a covered transaction for purposes of 2 CFR, Part 180 and 2 CFR, Part 3000. As such the Subrecipient is required to verify that none of the Subrecipient, its principals (defined at 2 CFR Section 180.995) or its affiliates (defined at 2 CFR Section 180.905) are excluded (defined at 2 CFR Section 180.940) or disqualified (defined at 2 CFR Section 180.935).
- (e) The Subrecipient must comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C and must include a requirement to comply with these regulations in any lower tier covered transaction it enters into.
- (f) This certification is a material representation of fact relied upon by City. If it is later determined that the Subrecipient did not comply with 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C, in addition to remedies available to City, the federal government may pursue available remedies, including but not limited to suspension and/or debarment.

- (g) The Subrecipient agrees to comply with the requirements of 2 CFR Part 180, subpart C and 2 CFR Part 3000, subpart C during the term of this Agreement. The Subrecipient further agrees to include a provision requiring such compliance in its lower tier covered transactions.

3. RESPONSIBILITIES OF THE CITY

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

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

- (a) The City will pay to Subrecipient an amount up to that specified in subparagraph (c) of this paragraph as full compensation for all services and work to be performed or undertaken by Subrecipient under this Agreement. Payment of funds to Subrecipient is subject to all of the following requirements, which shall be conditions precedent to payment: (i) that Subrecipient has expended funds for eligible approved expenditures, (ii) that Subrecipient is not in default of any material provision of this Agreement nor applicable law or regulation, (iii) that Subrecipient has timely submitted requests for payment or reimbursement detailing the eligible payment or reimbursement items in a format approved by City, (iv) that Subrecipient has certified with each payment or reimbursement request compliance with the requirements identified in Exhibit "C" and that all expenditures for which reimbursement is sought were made for and in furtherance of the approved Project and are an eligible use of federal assistance under ARPA and federal regulations.
- (b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- (c) The aggregate of all payments made hereunder shall not exceed Two Hundred Thousand Dollars (U.S. \$200,000.00). City shall make said funds available to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient.

- (d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:
- A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
 - A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.
- (e) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

- (a) The term of the Project shall be from Effective Date set forth above to December 31, 2026 unless sooner terminated as herein provided.
- (b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2026 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

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

Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

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

9. SUBRECIPIENT RECORDS

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

10. MONITORING AND EVALUATION

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

activities in such form and manner as may be requested by the City. Subrecipient shall fully cooperate with City in relation to such monitoring and evaluation.

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

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

12. INDEPENDENCE OF SUBRECIPIENT

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

13. LIABILITY AND INSURANCE

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

14. CERTIFICATIONS

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

15. REVERSION OF ASSETS

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

16. PERA LIABILITY

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

17. ENTIRE AGREEMENT; AMENDMENTS

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

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

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

20. LITIGATION, VENUE AND WAIVER OF TRIAL BY JURY. In the event of any litigation arising under this Agreement, the court shall award to the prevailing Party its costs and reasonable attorney fees. Exclusive venue for any such litigation shall be Pueblo County, Colorado. All such litigation shall be filed in the District Court, County of Pueblo, State of Colorado, and each Party submits to the personal and subject matter

jurisdiction of such District Court. To the fullest extent permitted by law, the Parties hereby waive their right to a trial by jury.

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

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

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

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

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

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

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

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

PUEBLO CRIME STOPPERS, INC.
A COLORADO NONPROFIT CORPORATION

By: _____

Name: _____

Title: _____

EXHIBIT A SCOPE OF SERVICES

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

A. Performance Monitoring:

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

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

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

Subrecipient shall administer the "Lights on for Safety" Project subject to the following requirements and restrictions:

- (1) The "Lights on for Safety" process will begin with an initial FREE energy audit and lighting assessment conducted by a trained energy advisor from Franklin Energy.
- (2) The Pueblo Police Department will also conduct a FREE crime prevention through environmental design assessment to help advise the small businesses on changes/updates to defer crime on their property.
- (3) The audits will provide solutions that will increase customer safety and help save energy by providing interior/exterior lighting and cameras.
- (4) Small businesses may apply to Crime Stoppers for assistance and will be eligible on a "first come first served" basis.
- (5) Small business eligibility is limited as follows:
 - a. Must have a physical location in a Qualified Census Tract of the City of Pueblo.
 - b. Small business physical building size of 50,000 square feet or less.
 - c. Must have a current City of Pueblo business license and be licensed for at least three months.
 - d. The following business categories are not eligible: home and vehicle based businesses; marijuana (medical and recreational); businesses; "adult entertainment" (as defined in PMC 17-11-3) businesses; businesses engaged in illegal activities and businesses primarily engaged in political or lobbying

- activities.
- e. After a qualifying small business is selected, the business will have an option of selecting one of the two or three contractors that Black Hills Energy has to do the work. No cash will be distributed to individual businesses.
- (6) ARPA grant funds are to be used only for equipment and installation and contractors providing such services shall be paid directly by Crime Stoppers.
- (7) Crime Stoppers' \$10,000.00 fee for administrative services will be paid by Black Hills Energy.

C. Budget \$200,000.00

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third party Agreement contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the Agreement date of the agreement between the City and the Subrecipient.

5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C CERTIFICATIONS

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

Municipal and State

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

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

Federal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

EXHIBIT D

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

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

- a) Are you, or do you employ or engage in any capacity, including an independent Agreement or, a PERA Retiree who will perform any services for the City of Pueblo? Yes____, No____.
- b) If you answered "yes" to (a) above, please answer the following question: Are you an individual, sole proprietor or partnership, or a business or company owned or operated by a PERA Retiree or an affiliated party? Yes____, No____.
- If you answered "yes" please state which of the above entities best describes your business:

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

Name

Address

Social Security Number

Name

Address

Social Security Number

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

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

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

Signed _____, 20_____.

By: _____
Name: _____
Title: _____

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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: Lisa Macchietto, Assistant City Attorney

SUBJECT: AN ORDINANCE APPROVING AND AUTHORIZING THE CITY TO SELL AND ASSIGN CERTAIN LIENS ENCUMBERING REAL PROPERTY PURSUANT TO TITLE VII, CHAPTER 9 OF THE PUEBLO MUNICIPAL CODE, AND AUTHORIZING THE MAYOR TO EXECUTE ASSIGNMENTS OF LIEN

SUMMARY:

This Ordinance authorizes the City to publish notice and sell the liens identified in the included list by public auction.

PREVIOUS COUNCIL ACTION:

On April 17, 2021, Council approved Ordinance No. 9930, which created a Vacant Property Registration program that required properties that were not occupied for at least 30 days in a calendar year to register and pay a \$500 fee. Failure to register the property and pay the fee resulted in the imposition of a \$500 penalty.

On December 12, 2022, Council approved Ordinance No. 10325, as amended, which amended the Pueblo Municipal Code to include new provisions allowing assignment and foreclosure as collection remedies. It also added a new Chapter 9 to Title VII of the Code to establish a procedure for sale and assignment by public auction.

BACKGROUND:

Nuisance abatement costs and vacant property registration fees often are unpaid by owners of the affected real property parcels for long periods of time. As a result, liens are recorded with the County Clerk's office to secure the City's interest in collecting the debt. The City may collect that debt by any legal means, including sale and assignment of the liens or by pursuing a foreclosure action. Additionally, many of the properties affected by the City's municipal real property liens are blighted and harm the quality of life and property values of the neighborhoods in which they are found.

Pursuing sale and assignment of municipal liens that encumber real property will allow the public to bid to become assignees of the liens. Any buyer or assignee of the liens may subsequently collect the debt secured by such lien, including interest and costs of

collection, in any manner that was available to the City in their own name, subject to all claims and defenses and subject to the limitations and requirements of Title VII of the Pueblo Municipal Code. This remedy is desirable because it relieves the City from the burden of pursuing the collection activity. Moreover, it is likely to result in an assignee of the lien pursuing ownership of the property by foreclosure and rehabilitating nuisance and blighted properties to productive and positive ownership.

FINANCIAL IMPLICATIONS:

By pursuing sale and assignment as a collection remedy, the City will increase its collection rate resulting in fewer unpaid accounts and more timely collections.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If this Ordinance does not pass it will not be possible for the City to pursue sale and assignment of the identified liens by public auction as a collection remedy.

RECOMMENDATION:

Passage of the Ordinance.

ATTACHMENTS:

1. Assignment of Lien form - final

ORDINANCE NO.

AN ORDINANCE APPROVING AND AUTHORIZING THE CITY TO SELL AND ASSIGN CERTAIN LIENS ENCUMBERING REAL PROPERTY PURSUANT TO TITLE VII, CHAPTER 9 OF THE PUEBLO MUNICIPAL CODE, AND AUTHORIZING THE MAYOR TO EXECUTE ASSIGNMENTS OF LIEN

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

SECTION 1.

The following list of municipal real property liens is hereby approved for collection by sale and assignment. The City is authorized to publish notice and pursue collection by public auction in accordance with Title VII, Chapter 9 of the Pueblo Municipal Code.

Encumbered Property Address	Lien Type	Lien Due	Amount
2907 2nd Ave., Pueblo, CO 81003	Weeds # 2302528 (2023)	\$446.99	
2907 2nd Ave., Pueblo, CO 81003	Litter # 2302529 (2023)	\$434.93	
2907 2nd Ave., Pueblo, CO 81003	Vacant Property # 2290754 (2022)	\$1,183.68	
2907 2nd Ave., Pueblo, CO 81003	Weeds # 2288822 (2022)	\$624.43	
2907 2nd Ave., Pueblo, CO 81003	Litter # 2288821 (2022)	\$527.53	
2907 2nd Ave., Pueblo, CO 81003	Board-Up # 2249318 (2021)	\$429.93	
2907 2nd Ave., Pueblo, CO 81003	Litter # 2249317 (2021)	\$434.08	
2907 2nd Ave., Pueblo, CO 81003	Weeds # 2249316 (2021)	\$954.20	
1124 W. 11th St., Pueblo, CO 81003	Vacant Property # 2288236 (2022)	\$1,200.84	
1627 E. 14th St., Pueblo, CO 81001	Vacant Property # 2293198 (2022)	\$1,187.79	
1606 E. 15th St., Pueblo, CO 81001	Vacant Property # 2286868 (2022)	\$1,201.12	
421 E. Beech St., Pueblo, CO 81003	Vacant Property # 2288835 (2022)	\$1,197.23	
811 E. C St., Pueblo, CO 81003	Vacant Property # 2285119 (2022)	\$1,207.23	
811 E. C St., Pueblo, CO 81003	Weeds # 2244127 (2021)	\$634.89	
3515 Gem Drive, Pueblo, CO 81005	Vacant Property # 2292195 (2022)	\$1,191.40	
911 N. Joplin Ave., Pueblo, CO 81001	Vacant Property # 2290763 (2022)	\$1,193.34	
511 N. Ogden Ave., Pueblo, CO 81001	Vacant Property # 2288234 (2022)	\$1,201.12	
701 Beulah Ave., Pueblo, CO 81004	Vacant Property # 2284451 (2022)	\$1,197.57	
701 Beulah Ave., Pueblo, CO 81004	Weeds # 2288809 (2022)	\$560.86	
701 Beulah Ave., Pueblo, CO 81004	Litter # 2288810 (2022)	\$563.31	
701 Beulah Ave., Pueblo, CO 81004	Weeds # 2293189 (2022)	\$447.01	
701 Beulah Ave., Pueblo, CO 81004	Weeds #2238217 (2021)	\$533.45	
701 Beulah Ave., Pueblo, CO 81004	Litter #2238216 (2021)	\$604.38	
701 Beulah Ave., Pueblo, CO 81004	Weeds #2249304 (2021)	\$481.36	
701 Beulah Ave., Pueblo, CO 81004	Litter #2249305 (2021)	\$416.88	
2227 Pine St., Pueblo, CO 81004	Vacant Property # 2298028 (2022)	\$1,178.07	
615 E. 1st St., Pueblo, CO 81001	Vacant Property # 2290758 (2022)	\$1,194.73	
613 E. 1st St., Pueblo, CO 81001	Vacant Property # 2290757 (2022)	\$1,194.73	
1606 W. 19th St., Pueblo, CO 81003	Vacant Property # 2282196 (2022)	\$1,214.73	
1518 Pine St., Pueblo, CO 81004	Vacant Property # 2285109 (2022)	\$1,208.07	
1306 E. River, Pueblo, CO 81001	Vacant Property # 2286865 (2022)	\$1,202.23	

1105 W. 11th St., Pueblo, CO 81003 Vacant Property # 2294171 (2022) \$1,185.57
521 Bellevue Place, Pueblo, CO 81004 Vacant Property # 2305309 (2022) \$1,161.96

SECTION 2.

The Mayor of the City is hereby authorized to execute an Assignment of Lien for any such liens sold by auction to effectuate the intended transaction. The Assignment of Lien shall be in substantially the same form and content as the Assignment of Lien form hereto attached and incorporated.

SECTION 3.

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

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

ASSIGNMENT OF LIEN ON REAL PROPERTY

This Assignment of Lien (the "Assignment") is made this _____ day of _____, 2023,

BETWEEN: The City of Pueblo, a Colorado Municipal corporation, of 1 City Hall Place, City of Pueblo, County of Pueblo, State of Colorado, herein referred to as "Assignor",

AND: (name of assignee)/a corporation organized and existing under the laws of (state), with its head office located at/of (address), City of (city), County of (county), State of (state), herein referred to as "Assignee".

RECITALS:

In consideration of (amount) Dollars (\$0.00), receipt of which is hereby acknowledged, Assignor does hereby assign to Assignee, without any warranty express or implied and without recourse, the Real Property Lien(s) on the property of (name of the property owner), located at (address) [or by legal description (Lot X)], Pueblo, Colorado, and by Assessor's Parcel No. (number), which has been duly recorded in the office of the Pueblo County Clerk and Recorder's Office, as follows:

Weed/Litter/Vacant Property Lien dated (X), recorded in Volume (number), Page (number), at Reception (number) on date (X), a copy of which is attached hereto; and

Weed/Litter/Vacant Property Lien dated (X), recorded in Volume (number), Page (number), at Reception (number) on date (X), a copy of which is attached hereto.

WHEREAS, the intent of this assignment is to transfer to Assignee full power to collect that certain sum secured by said lien(s), however, any costs incurred by the Assignee in enforcing the assigned lien(s), shall be borne solely by the Assignee.

IN WITNESS WHEREOF, the Assignor has executed this Assignment of Lien on the day and year first above written.

Nicholas Gradisar
Mayor of the City of Pueblo

COUNTY OF PUEBLO)
) ss.
STATE OF COLORADO)

The foregoing instrument was acknowledged before me this _____ day of _____, 2023, by Nicholas Gradisar, as Mayor of the City of Pueblo.

Witness my hand and official seal.

My commission expires: _____

Notary Public



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 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 FIXING THE MONTHLY SALARIES OF THE MEMBERS AND PRESIDENT OF THE CITY COUNCIL AT \$1,400 AND \$1,800 RESPECTIVELY

SUMMARY:

The attached proposed Ordinance increases the salary of the President of City Council from \$900 to \$1,800 per month and increases the salary of the other Members of City Council from \$700 to \$1,400 per month, effective January 1, 2024.

PREVIOUS COUNCIL ACTION:

The current monthly salaries of the President and Members of the Pueblo City Council were established on March 24, 1997, by Ordinance No 6182.

BACKGROUND:

According to the Federal Bureau of Labor Statistics, due to inflation, in 2023, a dollar buys roughly half (54%) of what it could in 1997.

As required by Sec. 2-1 of the City Charter, the monthly salary of the current President and Members of City Council enacting this Ordinance will not be increased during his or her current term of office.

FINANCIAL IMPLICATIONS:

There will be no fiscal impact to the current FY 2023 budget. The proposed ordinance takes effect on January 1, 2024.

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 current salaries of the President and Members of City Council remaining unchanged.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE FIXING THE MONTHLY SALARIES OF THE
MEMBERS AND PRESIDENT OF THE CITY COUNCIL AT \$1,400
AND \$1,800 RESPECTIVELY

WHEREAS, the current monthly salaries of the President and Members of the Pueblo City Council were established on March 24, 1997, by Ordinance No 6182; and;

WHEREAS, WHEREAS, according to the Federal Bureau of Labor Statistics, due to inflation, in 2023, a dollar buys roughly half (54%) of what it could in 1997; NOW, THEREFORE,

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

SECTION 1.

Pursuant to Section 2-1 of the Charter of the City of Pueblo, a Colorado municipal corporation, the monthly salary of the President and Members of the Pueblo City Council are hereby fixed and established in the following amounts effective January 1, 2024:

President of City Council	\$1,800
Member of City Council	\$1,400

SECTION 2.

The monthly salary of the current President and Members of City Council enacting this Ordinance shall not be increased during his or her current term of office.

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 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



Background Paper for Proposed Ordinance

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

SUMMARY:

This Ordinance approves and authorizes the Mayor to sign a Subrecipient Agreement with the Southern Colorado Harm Reduction Association, a Colorado nonprofit corporation ("SCHRA") to rehabilitate 219 W. Northern Ave., Pueblo, CO 81004 (the "Premises") for use as a behavioral health and community center (hereinafter "Project") as authorized by Section 603 of the American Rescue Plan Act and U.S. Treasury Final Rule 31 CFR 35.6. Funds for the project, in the amount of \$975,000 will be paid out of Project No. CI2113, the American Rescue Plan Act. The use of said funds shall be limited to expenditures to offset the costs for the rehabilitation, construction, development, engineering and architectural work for the Premises to operate as a behavioral health and community center.

PREVIOUS COUNCIL ACTION:

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

BACKGROUND:

219 W. Northern Ave., Pueblo, CO 81004 is located in a Qualified Census Tract (QCT") in the City's Bessemer neighborhood. The building located on the Premises is currently vacant and abandoned and requires significant rehabilitation. Pursuant to U.S. Treasury ARPA Final Rule p. 134, ARPA funds may be spent to pay for "rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned properties to reduce their negative impact."

The work of revitalizing 219 W. Northern Ave. shall proceed as follows:

- Phase I. Property renovation. Includes; entire flooring repair, electrical and plumbing installation, roof repair, window replacements, installation of refrigeration system, commercial kitchen set up, security systems, heating and cooling systems repair. Purchase of the insurance needed for the facility.
- Phase II. Purchase technology, food storage systems, academic resources. Contract and lease spaces to other organizations.
- Phase III. Open facility with a minimum of 8 services, programs and classes with food access for the Bessemer community.

Client data shall be collected by all participating organizations in the Unite Us platform.

The community center shall operate as a health, wellness, education, resource, and cultural hub for the Bessemer area with SCHRA acting as the coordinator of services brought into the community. SCHRA shall work toward developing place-based systems of care by leveraging partnerships to bring those systems to the Bessemer neighborhood. General service categories include:

- comprehensive supports around substance use prevention and recovery
- telehealth medicine
- crisis intervention
- life skills and job training for youth and adults
- wellness services such as yoga and meditation
- social resources such as transportation, food, and a space for community engagement

31 CFR 35.6 provides that capital expenditures has the same meaning given in 2 CFR 200.1. Under 31 CFR 35.3, capital assets means:

(1) Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- i. Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and
- ii. Additions, improvements, modifications, replacements, rearrangements,

reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).

31 CFR 35.6(b)(3)(ii)(C) authorizes grants to nonprofits for construction and land acquisition purposes. 31 C.F.R. Part 35 implements section 9901 of ARPA and its amendments to the Social Security Act. Per 31 C.F.R. § 35.6(b)(3)(ii)(C), a recipient may use funds to respond to the public health emergency for certain enumerated eligible uses, including “Assistance to nonprofit organizations including programs, services, or *capital expenditures*, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance” (emphasis added). The definition of capital expenditures includes construction and improvements and land acquisition.

FINANCIAL IMPLICATIONS:

SCHRA will receive \$975,000 in ARPA funds from Project No.CI2113. The grant funds shall not be distributed in a lump sum. SCHRA shall provide the City with draw packages for the costs and expenses to rehabilitate the Premises, including construction materials, labor costs, payments to a general contractor and subcontractors and all other construction-related expenses.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

City Council could decide not to support SCHRA’s proposed community center.

RECOMMENDATION:

Approval of the Ordinance.

ATTACHMENTS:

1. Subrecipient Agreement between City and SCHRA

ORDINANCE NO.

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

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

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

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

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

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

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

SECTION 1.

The Subrecipient Agreement ("Agreement") dated April 10, 2023, between the City of Pueblo, a Colorado municipal corporation and the Southern Colorado Harm Reduction Association, a Colorado nonprofit corporation, a copy of which is attached hereto, having been approved as to form by the City Attorney, is hereby approved.

SECTION 2.

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

SECTION 3.

Funds in the amount of \$975,000 are hereby authorized to be paid from Project No. CI2113 – American Rescue Plan Act, for purposes of rehabilitating 219 W. Northern Ave., Pueblo, CO 81004 for use as a behavioral health and community center.

SECTION 4.

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

SECTION 5.

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

Action by City Council:

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

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 10th day of April, 2023 (hereinafter "Effective Date") by and between the City of Pueblo, a Colorado municipal corporation, hereinafter referred to as the "City" and the Southern Colorado Harm Reduction Association, a Colorado nonprofit corporation, hereinafter referred to as the "Subrecipient" or "SCHRA." City and Subrecipient/SCHRA are sometimes each referred to as a "Party" and collectively "Parties."

RECITALS

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

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

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

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

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

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

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

WHEREAS, Subrecipient has requested that the City use CLRF Funds to rehabilitate 219 W. Northern Ave., Pueblo, CO 81004 for use as a behavioral health and community center (hereinafter "Project"); and

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

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

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

1. FACTUAL BASIS FOR THE GRANT AWARD

- (a) 219 W. Northern Ave., Pueblo, CO 81004 (the “Premises”) is located in a Qualified Census Tract (QCT”) in the City’s Bessemer neighborhood. The building located on the Premises is currently vacant and abandoned and requires significant rehabilitation.
- (b) Pursuant to U.S. Treasury ARPA Final Rule p. 134, ARPA funds may be spent to pay for “rehabilitation, renovation, maintenance, or costs to secure vacant or abandoned properties to reduce their negative impact.”
- (c) The pandemic has devastated an already vulnerable neighborhood in the Bessemer area. In addition to the virus, health disparities have significantly grown for adults and children. Problematic drug use is heavily influenced by social issues, such as poverty, low education attainment, chronic unemployment, homelessness, and mental and emotional responses to these social conditions and the Covid-19 pandemic. Social and structural determinants of health conducive to drug abuse play out in physical spaces of neighborhoods where drug abuse and fatalities are high and where historically oppressed people reside, specifically, people of color (POC). The drug abuse emerging from this type of environment impacts young people at alarming rates, leading to intergenerational health disparities. Ranking well within the top ten states, Colorado teens are 37.4% more likely to have used drugs in the last month than the average American teen due to poverty, unemployment, addiction, and lack of healthcare resources.
- (d) Experiences that arise from factors such as poverty, unemployment, and lack of access to food and quality education produce intergenerational trauma that manifests in psychological, emotional, and substance use disorders resulting in lower life expectancy. SCHRA’s vision is to change this environment using a Harm Reduction lens which will build upon and expand its scope of work to include a broader community approach. Co-founders, Judy Solano and Mike Nerenberg, M.D. have collectively led Pueblo toward an inclusive Harm Reduction vision, resulting in major expansion of treatment availability and resources for recovery, wellness and functionality.
- (e) Subrecipient envisions a safe, compassionate, clean environment for the Pueblo community, restored social and professional opportunities, a thriving space for people of color to share their culture and arts, and a life-changing place for youth. SCHRA will scale its Harm Reduction approach to offer services to the entire Bessemer neighborhood with a continued focus on health equity and racial justice. SCHRA's work will address the need for a community voice from POC, social and health resources, convening partnerships to

develop place-based systems, and professional/economic development.

- (f) SCHRA began operations in July, 2017. Subrecipient is a nonprofit in Pueblo providing services, support, and advocacy for people experiencing life disruptions due to substance use, mental health disorders, and incarceration. SCHRA also provides support for clients' loved ones and the communities affected by this epidemic.
- (g) Since its creation, SCHRA has provided unique benefits to Pueblo's marginalized communities through the following harm reduction programs:
 - Free Public Health Services, HIV/Hep C Testing, Vaccinations
 - Housing, food access, employment and education opportunities
 - Criminal Justice involved supports
 - Overdose Prevention, Naloxone and Fentanyl Testing Strips, Syringe Service Programs
 - Acudetox (Ear Acupuncture to decrease withdrawal symptoms)
 - Peer Support Services to coordinate needed resources
 - Direct pathways to healthcare partners, Urgent Care and MAT
 - Family and youth support and education
- (h) During the current fiscal year, SCHRA has provided:
 - 1,000 Pieces of cold weather supplies; coats, gloves, hats, hand warmers, tents, sleeping bags, blankets
 - 300 Hygiene kits
 - 1,000 + Food packages
 - 3,000 pieces of clothing from its clothing bank
 - Financial assistance with utilities, hotel stays and housing rental deposits
 - 1,500 bus passes
 - Naloxone kits and training to schools, businesses and health care providers
 - 3,000 Naloxone kits, 1,700 Fentanyl test strips
 - Narcan kits and training to schools, businesses and health care providers
 - Since 2017, 190,000 syringes disposed properly.
- (i) Subrecipient has recently purchased a 14,000 sq. ft. property in the heart of the Bessemer neighborhood located at 219 W. Northern Avenue near 1-25. This location will be the start of a revitalization of this once thriving community. This location will house some of the following programs,
 - Life skills training for youth and re-entering citizens. Telehealth urgent care services
 - Adult education

- Coordinated Entry System Access Point and yoga, meditation for youth and adults.
 - CRAFT (Community Reinforcement and Family Training); fresh food and a commodities access site
 - Case management services
 - Pro-Social education and activities for youth
 - Peer support
- (j) The work of revitalizing 219 W. Northern Ave., will be led by SCHRA Founder/CEO Judy Solano, supported by SCHRA's board of directors. Current staff and community partners already providing services at SCHRA's current location will expand and allow other agencies and organizations to be onsite at the new community center. The revitalization effort will proceed as follows:
- Phase I. Property renovation. Includes; entire flooring repair, electrical and plumbing installation, roof repair, window replacements, installation of refrigeration system, commercial kitchen set up, security systems, heating and cooling systems repair. Purchase of the insurance needed for the facility.
 - Phase II. Purchase technology, food storage systems, academic resources. Contract and lease spaces to other organizations.
 - Phase III. Open facility with a minimum of 8 services, programs and classes with food access for the Bessemer community.
- (k) Client data will be collected by all participating organizations in the Unite Us platform. Unite Us standardizes how health and social care providers communicate and track outcomes together. It aligns all stakeholders from healthcare, government, and the community around a shared goal to improve health. It is a proven infrastructure which provides both a person-centered care coordination platform and a hands-on community engagement process; it works hand-in-hand with the community to ensure services are seamlessly delivered to the people who need them most. This system is currently being utilized by SCHRA and several community-based organizations to communicate client needs to one another.
- (l) The proposed community center can be viewed as a health, wellness, education, resource, and cultural hub for the Bessemer area with SCHRA acting as the coordinator of services brought into the community. SCHRA continues to work toward developing place-based systems of care by leveraging partnerships to bring those systems to the Bessemer neighborhood. General service categories include:
- comprehensive supports around substance use prevention and recovery
 - telehealth medicine
 - crisis intervention
 - life skills and job training for youth and adults
 - wellness services such as yoga and meditation

- social resources such as transportation, food, and a space for community engagement
- (m) This Subrecipient Agreement presents an opportunity to use ARPA funds to address the negative economic impacts caused by COVID-19 that consequentially impact basic needs and the ability to access health resources. Prior to the pandemic, Bessemer was a struggling neighborhood. The effects of COVID-19 on this community, whether directly or indirectly, places it at greater need for support.
- (n) SCHRA continues its work as a trusted community leader to bring COVID-19 vaccinations to communities and people in Pueblo who have experienced difficulties with accessing the vaccine. One of the pillars of SCHRA's Harm Reduction approach is trust as evidenced in the power of grassroots campaigns to reach all community members. To date, SCHRA has partnered with several Pueblo agencies, including the Pueblo City-County Library District, to administer 5,127 COVID-19 vaccines. Recently, Health Colorado, Inc. contributed significant funding for SCHRA to continue this work. SCHRA's response to the pandemic is indicative of how SCHRA views its responsibilities to the Pueblo community as it continues to battle COVID-19 and its impacts that will unfold over many years. Creating a community center that provides comprehensive social and health solutions in Bessemer will counter the identified and yet to be identified impacts of COVID-19 in one of Pueblo's most under-resourced neighborhoods.
- (o) SCHRA leadership has purposefully developed a model of operation that collaborates with local and statewide entities. In many instances, SCHRA serves as the coordinator of services, bringing valuable supports to the people and neighborhoods that most need them. For example, SCHRA collaborates with Front Range Clinic to place a qualified staff at SCHRA's location within the Bessemer neighborhood to deliver Medication Assisted Treatment. SCHRA closely partners with Vivent Health, a Denver nonprofit experienced in prevention services, to offer HIV/HEP C testing and education, leading to the prevention and treatment of communicable diseases in Pueblo. SCHRA is the lead agency for the Pueblo Harm Reduction Project, a partnership between SCHRA, the Pueblo County Sheriff's Office, and the Pueblo Department of Public Health and Environment to deliver professional/personal development curriculum in the criminal justice system, transitional community wellness, harm reduction, and prevention supports. Under this project is a community-based component supported by the Colorado Health Foundation that focuses on job and personal skills development with underserved youth. The underserved youth SCHRA is impacting with the launch of the Neighborhood Harm Reduction Project is inspirational. Within this first cohort of 12 participants for the first part of 2021, Subrecipient is seeing young people go from not communicating with staff to talking about their hopes, dreams, and career goals. The opportunities this program brings to underserved youth will aid Pueblo's economic recovery from the COVID-19 pandemic.

- (p) Most recently, and as a result of Subrecipient's relationship with Health Colorado, Inc. (Pueblo's Regional Accountability Entity), SCHRA has welcomed the on-site and telemedicine services of Care on Location to its clients, connecting individuals and families who face barriers or stigma around accessing vital health and mental health support to these services. Care on Location provides a skilled clinician during SCHRA's Saturday safe syringe access and resource Saturdays to address physical health and mental health needs.
- (q) SCHRA continues to grow rapidly each year because of its many partnerships and diverse funding streams. Approximately 10% of SCHRA's resources come from individual contributions, including volunteer time and donations. Some of Subrecipient's funders include:
- Caring for Colorado
 - Colorado Department of Human Services (Office of Behavioral Health)
 - Colorado Department of Public Health and Environment
 - Colorado Health Foundation
 - Community Services Advisory Commission
 - Health Colorado, Inc.
 - Packard Foundation
 - United Way of Pueblo
- (r) The foundation and staff infrastructure for the proposed community center in Bessemer is strong. Many of the services that will be provided at the center are already happening on a smaller scale and for a specific population. SCHRA's plan to enhance and expand these services to the entire community is a goal which can be reached. SCHRA has doubled in capacity over the past two years. As the recipient of several grant funds, Subrecipient will continue to move toward a community-wide Harm Reduction model.
- (s) Harm Reduction recognizes addiction can be heavily influenced by social systems and environment and works to bring equitable health access and racial justice to those impacted by drug use. The pandemic has added another layer of obstacles that has increased drug use, the need for mental health supports, and other health and social service needs. The sustainability of these services is important to SCHRA, and Subrecipient will continue to leverage partnerships and funding resources to support the impact ARPA funds will bring to the Pueblo community.
- (t) 31 CFR 35.6 provides that capital expenditures has the same meaning given in 2 CFR 200.1. Under 31 CFR 35.3, capital assets means:
- (1) Tangible or intangible assets used in operations having a useful life of more than one year which are capitalized in accordance with GAAP. Capital assets include:

- (i) Land, buildings (facilities), equipment, and intellectual property (including software) whether acquired by purchase, construction, manufacture, exchange, or through a lease accounted for as financed purchase under Government Accounting Standards Board (GASB) standards or a finance lease under Financial Accounting Standards Board (FASB) standards; and
- (ii) Additions, improvements, modifications, replacements, rearrangements, reinstallations, renovations or alterations to capital assets that materially increase their value or useful life (not ordinary repairs and maintenance).
- (u) 31 CFR 35.6(b)(3)(ii)(C) authorizes grants to nonprofits for construction and land acquisition purposes. 31 C.F.R. Part 35 implements section 9901 of ARPA and its amendments to the Social Security Act. Per 31 C.F.R. § 35.6(b)(3)(ii)(C), a recipient may use funds to respond to the public health emergency for certain enumerated eligible uses, including “Assistance to nonprofit organizations including programs, services, or capital expenditures, including loans or grants to mitigate financial hardship such as declines in revenues or increased costs, or technical assistance,” (emphasis added). The definition of capital expenditures includes construction and improvements and
- (v) This ARPA grant award is modeled after the State of Iowa’s “vertical infrastructure” program which provided up to \$3 million in ARPA funds, to nonprofits to offset the costs for the construction, acquisition, site development, engineering and architectural work for new and rehabilitated buildings from which nonprofit organizations would provide expanded services.

2. SERVICES; RESPONSIBILITIES OF SUBRECIPIENT

- (a) Prior to receiving ARPA funds under this Agreement, Subrecipient is required to provide the City with the following information and documentation:
 - 1. Federal SAM Unique Entity ID;
 - 2. IRS designation as a 501(c)(3) nonprofit entity;
 - 3. Certificate of Good Standing from the Office of the Secretary of State;
 - 4. Documentation, in the form of grant awards or letters of commitment of grant awards, evidencing that Subrecipient has sufficient financial resources, in addition to this ARPA grant, to complete the Project.
- (b) Subrecipient agrees to satisfactorily perform and complete all services and items of work, and furnish all labor and materials encompassed within or reasonably necessary to accomplish the tasks and functions described in the Scope of Services attached hereto as Exhibit “A” and incorporated herein by reference, in full compliance with all provisions of this Agreement.
- (c) Subrecipient warrants and represents that it: (i) has the requisite authority and capacity to perform all terms and conditions on Subrecipient’s part to be performed hereunder; (ii) that it is fully aware of and understands its duty to perform all functions and services in accordance with the regulatory requirements of 31 CFR Part 35 and those identified in Exhibit “C” hereto; and

(iii) that it is accepting federal financial assistance hereunder subject to certain mandatory repayment provisions.

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

3. RESPONSIBILITIES OF THE CITY

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

4. SUBRECIPIENT'S COMPENSATION AND METHOD OF PAYMENT

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

- (b) Payment hereunder is also subject to and may only be disbursed in accordance with applicable Federal regulations including but not limited to those at 31 CFR Part 35, as presently promulgated and as same may be revised from time to time in the future, all other terms of this Agreement, and any special provisions in the Scope of Services. All payments received by Subrecipient hereunder are subject to repayment by Subrecipient as provided in 31 CFR Part 35.
- (c) The aggregate of all payments made hereunder shall not exceed Nine Hundred Seventy-Five Thousand Dollars (U.S. \$975,000.00). City shall make said funds available to Subrecipient within thirty (30) days following approval of this Agreement by the City Council of the City of Pueblo and execution of this Agreement by the Subrecipient. The use of said funds shall be limited to expenditures to offset the costs for the rehabilitation, construction, development, engineering and architectural work for a rehabilitated building located at 219 W. Northern Ave. ("Premises") in the Bessemer neighborhood, from which the Subrecipient shall provide expanded services, as set forth in this Subrecipient Agreement. The grant funds shall not be distributed in a lump sum. Subrecipient shall provide the City with draw packages for the costs and expenses to rehabilitate the Premises, including construction materials, labor costs, payments to a general contractor and subcontractors and all other construction-related expenses.
- (d) Notice pursuant to 2 CFR 25.300 – Requirement for recipients to ensure subrecipients have a unique entity identifier:
 - A recipient of ARPA funds, such as the City of Pueblo, may not make a subaward to a subrecipient unless the subrecipient has obtained and provided to the recipient a unique entity identifier. Subrecipients are not required to complete full SAM registration to obtain a unique entity identifier.
 - A recipient must notify any potential subrecipients that the recipient cannot make a subaward unless the subrecipient has obtained a unique entity identifier.
- (e) Upon expiration of the term of this Agreement or upon any prior termination, Subrecipient shall transfer to City any funds provided hereunder which are on hand at the time of expiration or termination.

5. TERM OF PROJECT AND AGREEMENT

- (a) The term of the Project shall be from Effective Date set forth above to December 31, 2026 unless sooner terminated as herein provided.
- (b) The term of this Agreement shall be from the Effective Date set forth above to December 31, 2026 unless sooner terminated as herein provided.

6. TERMINATION OF AGREEMENT

- (a) For Cause: This Agreement may be terminated by City for cause, including any nonperformance by the Subrecipient, upon ten (10) days written notice to Subrecipient including a statement of the reasons therefore, and after an opportunity for a hearing has been afforded. If a hearing is requested, it shall be held before the City's Mayor whose decision shall be final. The determination of the City as to the cause of termination and the appropriateness thereof shall be final and binding upon both City and Subrecipient. Cause for termination shall include any material failure by Subrecipient to comply with any term of this Agreement.
- (b) For Convenience: This Agreement may be terminated by City for convenience upon ten (10) days written notice to Subrecipient, which decision shall not be subject to appeal.
- (c) Post Expiration and Termination Procedures: Upon expiration or in the event of a prior termination, all remaining and unspent grant funds, shall immediately become the sole and separate property of the City and the Subrecipient shall perform all acts and execute all instruments necessary to transfer and assign such funds to the City. All finished or unfinished documents, data, studies, reports, and work product prepared by the Subrecipient under this Agreement or with grant funds shall, at the option of the City, become City's property.

7. ASSIGNABILITY

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

8. CONFLICT OF INTEREST

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

9. SUBRECIPIENT RECORDS

Subrecipient shall maintain records as to all services provided, reimbursable expenses incurred in performing the Scope of Services and complete accounting records. Accounting records shall be kept on a generally recognized accounting basis and as requested by the City's auditor. The Subrecipient agrees to comply with all applicable uniform administrative requirements described or referenced in 31 CFR 35. The Compliance Provisions attached as Exhibit "B" hereto are made a part of this Agreement and Subrecipient agrees to perform and comply with same. The City, Comptroller General of the United States, the Inspector

General of the U.S. Treasury and any of their authorized representatives, shall have the right to inspect and copy, during reasonable business hours, all books, documents, papers and records of the Subrecipient which relate to this Agreement for making an audit or examination. Upon completion of the work and end of the term of this Agreement, the City may require copies of all Subrecipient's financial records relating to this Agreement to be turned over to City.

10. MONITORING AND EVALUATION

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

11. SUBRECIPIENT FILES AND INFORMATION REPORTS

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

12. INDEPENDENCE OF SUBRECIPIENT

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

13. LIABILITY AND INSURANCE

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

- (b) During the term of the Project, Subrecipient shall maintain Workers' Compensation Insurance complying with statutory requirements in Colorado.

14. CERTIFICATIONS

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

15. REVERSION OF ASSETS

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

16. PERA LIABILITY

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

17. ENTIRE AGREEMENT; AMENDMENTS

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

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

19. NO THIRD-PARTY BENEFICIARIES. It is expressly understood and agreed that enforcement of the terms and conditions of this Agreement and all rights of action relating to such enforcement shall be strictly reserved to the Parties and nothing contained in this Agreement shall give or allow any such claim or right of action by any other third party. It is

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

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

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

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

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

24. NO MONETARY DAMAGES AGAINST CITY. In consideration of City entering into the Agreement, Subrecipient waives and discharges City, its officers, agents and employees from any and all claims for any monetary damages whether such claims arise under tort, contract, statutory or any other law.

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

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

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

ATTEST:

CITY OF PUEBLO
A COLORADO MUNICIPAL
CORPORATION

City Clerk

By _____
Nicholas A Gradisar, Mayor

[S E A L]

EXHIBIT A SCOPE OF SERVICES

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

A. Performance Monitoring:

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

SUBRECIPIENT'S SCOPE OF SERVICES

B. Principal Tasks

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

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

- (1) Use CLRF Funds to rehabilitate 219 W. Northern Ave., Pueblo, CO 81004 for use as a behavioral health and community center.
- (2) The work of revitalizing 219 W. Northern Ave. shall proceed as follows:
 - Phase I. Property renovation. Includes; entire flooring repair, electrical and plumbing installation, roof repair, window replacements, installation of refrigeration system, commercial kitchen set up, security systems, heating and cooling systems repair. Purchase of the insurance needed for the facility.
 - Phase II. Purchase technology, food storage systems, academic resources. Contract and lease spaces to other organizations.
 - Phase III. Open facility with a minimum of 8 services, programs and classes with food access for the Bessemer community.
- (3) Client data shall be collected by all participating organizations in the Unite Us platform.
- (4) The community center shall operate as a health, wellness, education, resource, and cultural hub for the Bessemer area with SCHRA acting as the coordinator of services brought into the community. SCHRA shall work toward developing place-based systems of care by leveraging partnerships to bring those systems

to the Bessemer neighborhood. General service categories include:

- comprehensive supports around substance use prevention and recovery
- telehealth medicine
- crisis intervention
- life skills and job training for youth and adults
- wellness services such as yoga and meditation
- social resources such as transportation, food, and a space for community engagement

C. Budget \$975,000.

EXHIBIT B
COMPLIANCE PROVISIONS INCORPORATED
IN THE SUBRECIPIENT AGREEMENT

1. An accounting system using the accrual basis of generally accepted accounting principles which accurately reflects all costs chargeable (paid and unpaid) to the Project is mandatory. A receipts and disbursements ledger must be maintained. A general ledger with an income and expense account for each budgeted line item is necessary. Paid invoices revealing check number, date paid and item is necessary. Similarly, cash receipts for the payment of wages is mandatory. Paid invoices revealing check number, date paid and evidence of goods or services received are to be filed per the expense account they were charged.

2. There is no flexibility on budgets. Line items may be changed only by the City's written concurrence of a budget amendment.

3. Eligible expenses are those considered reasonable and necessary costs for the efficient operation of the Project as determined by the City. All costs must be budgeted items. Request for advance or reimbursements of expenses must be accompanied by:

1. Original invoice marked with funding source
2. Detailed listing of each expense showing:
 - a) recipient
 - b) brief description of purchase
 - c) amount with method of computation detailed

Cost Summary must be submitted quarterly to reflect entries through the closing date for the books (indicate Closing Date on Cost Summary).

4. The City shall not be obligated to any third party Agreement contractors of the Subrecipient. The subrecipient is further cautioned against obligating funds beyond the Agreement date of the agreement between the City and the Subrecipient.

5. The Subrecipient will furnish the City such statements, records, data and information, and permit such interviews with personnel as the City may request to effectively monitor and evaluate the project.

6. City auditors will periodically make interim audits and may, upon completion of the Project, make a final audit.

7. All records must be retained by the Subrecipient for a period of three years following the last day of the Agreement. (Cost summary reports must reflect actual general ledger balances.)

EXHIBIT C CERTIFICATIONS

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

Municipal and State

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

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

Federal

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

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

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

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

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

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

EXHIBIT D

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

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

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

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

Name

Address

Social Security Number

Name

Address

Social Security Number

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

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

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

Signed _____, 20____.

By: _____
Name: _____
Title: _____

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



Background Paper for Proposed Ordinance

COUNCIL MEETING DATE: March 27, 2023

TO: President Heather Graham and Members of City Council

CC: Mayor Nicholas A. Gradisar

VIA: Marisa Stoller, City Clerk

FROM: James Wagner, Assistant City Attorney

SUBJECT: AN ORDINANCE AMENDING SECTIONS 11-1-401 AND 11-1-407 OF THE PUEBLO MUNICIPAL CODE TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED THEREOF, WHERE THE VALUE OF THE PROPERTY STOLEN IS THREE HUNDRED DOLLARS (\$300) OR MORE, AND TO AMEND SECTION 1-2-1 OF THE PUEBLO MUNICIPAL CODE TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED AS HABITUAL OFFENDERS HAVING VIOLATED SECTION 11-1-401 OR 11-1-407 OF THE CODE

SUMMARY:

Attached for consideration is a set of amendments that provide for a minimum mandatory jail sentence for those convicted of theft, theft from a merchant, or as a habitual offender for a theft-related offense. This action also provides for a sunset provision, allowing Council to extend the sentencing provisions to a later date or to allow the action to expire.

PREVIOUS COUNCIL ACTION:

Not applicable to this Ordinance.

BACKGROUND:

City Council President Heather Graham requested the drafting of an ordinance providing for enhanced penalties for theft-related offenses. A similar enhanced-sentencing Ordinance was passed in 2022 by the City Council of Aurora in an effort to curb crime in that city.

According to the records of the Pueblo Police Department, 283 persons were cited in 2021 and 460 persons were cited in 2022 for Theft From a Merchant under Sec. 11-1-401 of the Pueblo Municipal Code. This constitutes a 62.54% increase in cited Theft from a Merchant cases. Additionally, 29 persons were cited for Theft in 2021 and 39 persons were cited for Theft in 2022 under Sec. 11-1-407 of the Pueblo Municipal Code. This constitutes a 34.48% increase in cited Theft cases.

According to statistics from the Colorado Bureau of Investigation with respect to the City of Pueblo, in 2022 there were 4,201 thefts reported overall. In 2021, 3,841 thefts were reported overall. Year over year, this constitutes an 9.37% increase in reported thefts.

Given the significant increase in theft-related crimes within the City of Pueblo, the ordinance attached for your consideration attempts to provide a deterrent effect. The ordinance is directed to those thefts of property valued at \$300 or more and for those thefts committed by habitual offenders as defined by the Code.

FINANCIAL IMPLICATIONS:

The financial implications are unknown at this time. The Pueblo Police Department does not track thefts under the Code by value nor does the Code have a current value provision within it. It is also unknown ultimately how many Defendants may be convicted under the proposed provisions and subject to the enhanced penalties. The Pueblo County Sheriff's Office currently charges \$45 per day per City inmate and the Las Animas County Sheriff's Office charges \$55 per day per City inmate.

Additionally, more Defendants may choose to challenge the charges and thereby increase attorney representation and jury trial costs to the Municipal Court. The Court may see an offset, however, if less thefts are committed by those subject to the new provisions.

BOARD/COMMISSION RECOMMENDATION:

Not applicable to this Ordinance.

STAKEHOLDER PROCESS:

Not applicable to this Ordinance.

ALTERNATIVES:

If the Code is not amended in accordance with this Ordinance, the current Code provisions will remain in place.

RECOMMENDATION:

City Council President Graham supports passage of this Ordinance.

ATTACHMENTS:

None

ORDINANCE NO.

AN ORDINANCE AMENDING SECTIONS 11-1-401 AND 11-1-407 OF THE PUEBLO MUNICIPAL CODE TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED THEREOF, WHERE THE VALUE OF THE PROPERTY STOLEN IS THREE HUNDRED DOLLARS (\$300) OR MORE, AND TO AMEND SECTION 1-2-1 OF THE PUEBLO MUNICIPAL CODE TO ADD A MANDATORY MINIMUM JAIL SENTENCE FOR THOSE CONVICTED AS HABITUAL OFFENDERS HAVING VIOLATED SECTION 11-1-401 OR 11-1-407 OF THE CODE

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

SECTION 1.

Section 11-1-401 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-1-401. – Theft from a merchant.

(a) It shall be unlawful for any person to obtain or exercise control over any meals, goods, services or accommodations having a value of less than two thousand dollars (\$2,000.00) which are the property of another exposed or available for sale or available to rent or for hire, with the intent to convert the same to his or her own use without payment of the purchase price or rent therefor.

(b) Theft from a merchant is a Class 2 municipal offense.

(c) Notwithstanding the provisions of any other subsection within this Section, theft from a merchant is a Class 1 offense if the value of the meals, goods, services, or accommodations involved is three hundred dollars (\$300.00) or more. Additionally, if the value of the meals, goods, services, or accommodations involved is three hundred dollars or more, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence. The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed. This subsection shall only apply to those offenders who, at the time of the offense, were eighteen (18) years of age or older.

SECTION 2.

Section 11-1-407 of Chapter 1 of Title XI of the Pueblo Municipal Code is hereby amended to read as follows:

Sec. 11-1-407. – Theft.

(a) It shall be unlawful and a Class 2 municipal offense for any person to knowingly obtain or exercise control over any thing of value of another without authorization and with the intent to permanently deprive the other person of the use or benefit of the thing of value; provided, however, that this Section shall have no application:

1. Where the thing of value has a value of two thousand (\$2,000.00) or more or is intangible personal property;
2. Where the other person (victim) is seventy (70) years of age or older and the offense is committed in such person's presence; or
3. Where the other person (victim) is disabled because of the loss or permanent loss of

use of a hand or foot or because of blindness or the permanent impairment of vision in both eyes to such a degree as to constitute virtual blindness and the offense is committed in such person's presence.

(b) Notwithstanding the provisions of subsection (a) within this Section, it shall be unlawful and a Class 1 municipal offense for any person to knowingly obtain or exercise control over anything of another valued at three hundred dollars (\$300.00) or more without authorization and with the intent to permanently deprive the other person of the use or benefit of the thing of value; provided however, that this subsection will have no application as provided in subsections (a)(1), (a)(2), and (a)(3). Additionally, if the value of the thing involved is three hundred dollars or more, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence. The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed. This subsection shall only apply to those offenders who, at the time of the offense, were eighteen (18) years of age or older.

SECTION 3.

Section 1-2-1 of Chapter 2 of Title I of the Pueblo Municipal Code is hereby amended to read as follows:

Section 1-2-1. – General Penalty; continuing violations; adjudging fines and imprisonment.

(a) It shall be unlawful for any person to violate, disobey, omit, neglect, refuse or fail to comply with or resist the enforcement of any provision of this Code or any secondary code adopted herein.

(b) Where no specific penalty is provided therefor, the violation of any provision of this Code or of any secondary code adopted herein shall be a Class 2 municipal offense and be punished by a fine not exceeding one thousand dollars (\$1,000.00), the amount of such fine to rest within the discretion of the Municipal Judge.

(c) **Unless stated otherwise within the Municipal Code,** the Municipal Judge may, in his or her discretion, impose alternative sentencing including but not limited to in-home detention not to exceed three hundred sixty-four (364) days, probation, community service, deferred sentence, deferred prosecution, rehabilitation and educational classes, for any violations of the Municipal Code if he or she determines the alternative sentencing will best serve the intent and purpose of the Municipal Code.

(d) The imposition of a penalty shall not excuse any violation, permit it to continue or prevent the enforced removal of prohibited conditions.

(e) Unless otherwise indicated, a separate violation shall be deemed committed upon each day or portion thereof during or on which any violation of any provision of this Code or any secondary code adopted herein occurs or continues.

(f) The amount by which any imposed fine exceeds three hundred dollars (\$300.00) is dedicated to graffiti control and removal and other law enforcement activities as determined by the City Council. Other law enforcement activities shall include any and all alternative sentencing authorized pursuant to Subsection 1-2-1(c).

(g) Every person convicted in the City of any municipal offense, when within five (5) years of the date of the commission of said offense has been twice previously convicted of the same offense, separately brought and adjudicated and arising out of separate and distinct criminal episodes in the City, shall be adjudged a habitual offender and shall be punished:

1. As a Class 1 municipal offender and the standard base fine for the offense shall be tripled, provided that the fine may be altered at the Court's discretion, but shall not exceed one thousand dollars (\$1,000.00); **and**

A. In the event the instant conviction is for Theft from a merchant as provided for in Sec. 11-1-401 or for Theft as provided for in Sec. 11-1-407 of this Code, and, at the time of the offense, the offender was eighteen (18) years of age or older, a mandatory minimum jail sentence of no less than three (3) days shall be imposed by the Court as part of any sentence. The Court shall neither set aside nor suspend the mandatory minimum jail portion of any sentence imposed; or

2. For those convicted of a traffic code violation, the standard base fine for the civil infraction shall be tripled, provided that the fine may be altered at the Court's discretion, but shall not exceed one thousand dollars (\$1,000.00).

(h) Every person convicted in the City of any municipal crime involving violence against another person or animal, when within ten (10) years of the date of the commission of the offense has been twice previously convicted upon similar charges involving violence, separately brought and adjudicated and arising out of separate and distinct criminal episodes in the City, shall be adjudged a habitual criminal and shall be punished as a Class 1 municipal offender.

(i) Any person convicted of a crime and sentenced as a habitual offender for violations of Sections 11-4-14 (Dangerous animals; potentially dangerous animals), 11-4-15 (Restraining), or 11-4-21 (Cruelty to animals; humane care) may, at the discretion of the Municipal Court, be enjoined from owning any animals as defined by Section 11-4-1 of the Pueblo Municipal Code, or otherwise maintaining any animals on their property within the City limits, for up to one (1) year, along with any other appropriate penalty imposed by the Municipal Court.

SECTION 4.

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

SECTION 5.

This Ordinance shall become effective thirty (30) days after final action by the Mayor and City Council and shall be automatically repealed effective January 1, 2025. Such repeal shall reinstate the sections of the Pueblo Municipal Code as amended hereby as the same existed on March 1, 2023. Nothing contained herein shall be construed to prohibit any subsequent enactments with respect to the affected sections of the Pueblo Municipal Code to be amended further between the effective date and date of repeal.

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: 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. 10417

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 March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 29, 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

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.

County-Wide Substance Use Plan Priorities

2022-2023

This plan serves as the guide for community implementation of strategies to address substance use in Pueblo County. The purpose of this plan is not to necessarily create new substance use resources within the community, but to build upon current infrastructure to enhance Pueblo County's response to substance use. The background for creating this plan, group foundations, how brainstorming and final prioritization of implementation strategies occurred, and next steps are all included in the plan's entirety available on the Health Department's website. Together, experts in the community prioritized strategies as outlined below reflecting the needs of Pueblo County in order of most votes.

Treatment

- Crisis Triage Center
- De-fragmentation of healthcare
- Youth inpatient services
- Childcare for parents seeking substance use treatment

Criminal Justice

- MAT/MOUD expansion in the jail
- JBBS expansion
- Co-responder program

Prevention

- Life skills curriculum in schools
- Prosocial opportunities
- Family support and education
- Youth mental health services
- Icelandic model for primary prevention

Harm Reduction

- Narcan/Naloxone disbursement
- Public sharps containers
- Fentanyl testing

Recovery

- Peer program
- Recovery housing
- Employment services
- Recovery friendly workplaces

Members of the Decision-Making Board

Mayor Gradisar – Office of the Mayor

President Graham – Pueblo City Council

Commissioner Ortiz – Board of County Commissioners

District Attorney Chostner – District Attorney's Office

Director Evetts – Pueblo Department of Public Health and Environment

Director Torres – Department of Human Services

Chief Noeller – Pueblo Police Department

Sheriff Lucero – Pueblo County Sheriff's Office

Chief Huber – Pueblo Fire Department

Members of the Substance Use Response Ecosystem (SURE)

- 10th Judicial District
- American Medical Response
- Christlife Ministries
- Colorado Consortium for Prescription Drug Abuse Prevention
- Colorado Mental Health Institute at Pueblo
- Colorado Treatment Services
- Communities that Care
- Community Corrections
- Crossroads' Turning Points
- Department of Human Services
- Directing Others to Services (DOTS) with the Pueblo Fire Department
- District Attorney
- Friendly Harbor
- Front Range Clinic
- Gateway 2 Success
- Health Colorado
- Health Solutions
- Law Enforcement Assisted Diversion (LEAD®)
- League of Women Voters
- Parkview Medical Center
- Probation
- Public Defenders
- Pueblo Community Health Center
- Pueblo County Sheriff's Office
- Pueblo County Sheriff's Office Community Re-Entry Program
- Pueblo Department of Public Health and Environment
- Pueblo Police Department
- Pueblo Triple Aim
- Rocky Mountain Offender Management
- Southern Colorado Harm Reduction Association
- Southern Colorado Health Network – Access Point Pueblo
- St. Mary Corwin
- Suicide Prevention Coalition of Pueblo County
- Terry's Natural Market
- Vivent Health



**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. 10418

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 March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 2023.

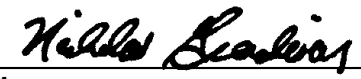


President of City Council

Action by the Mayor:

☒ Approved on March 29, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

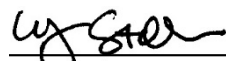
☐ Council did not act to override the Mayor's veto.

☐ 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

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 27, 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. 10419

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 March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 29, 2023.

☐ Disapproved on _____ based on the following objections:



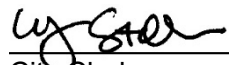
Mayor

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

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. Meetings were held between January 25 and 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 invited stakeholders, 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 monthly 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 Fair Market Rents are \$1,800 but market rates are \$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 leads to an increased 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 Point-In-Time (PIT) count. We held a make-up session where shelters did participate on 2/2/23 and provided input.
NEEDS IDENTIFIED: - There are three homeless shelters in Pueblo- The Pueblo Rescue Mission, the YWCA, a domestic violence shelter, The Elko Family Shelter, and the cold weather warming shelter operated by Crazy Faith Ministries. - 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 permanent 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 provided actual data for sexual assaults and human trafficking which is 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 resulting from 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 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 run 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 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 marketplace 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 marketplace 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 are not affordable. - No inventory. - Section 8 waiting list closed in December and now is 321. - The need is for 1BR units for younger people who are not disabled. Two-bedroom units are also needed. - 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 few want the units. Mainly the units available are efficiency units and are too small. - Other preferences include for persons effected by natural disasters, the elderly, the disabled, domestic violence victims, 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 will begin 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	Focus: Organizations Serving Persons with Disabilities and Persons At Risk of Homelessness YWCA (Shelter) Catholic Charities

via GoToMeeting	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 marketplace. - 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 increases the 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 Servicios 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: • Servicios De La Raza, Inc. provides the following programs/services: ○ Re-entry program ○ Case Management and telehealth services ○ Victim services ○ Behavioral health ○ Food Pantry • Colorado Legal Services, which is state funded, provides the following services: ○ Eviction diversion program ○ Rental assistance ○ They assist the HA to prevent evictions in Public Housing and Section 8 Housing. ○ 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. ○ Operates 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 Consortium. 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 complete. 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	Victim s 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.

Servicios De La Raza, 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 Legal Services provides the following services: eviction diversion program, rental assistance, eviction prevention with an eviction defense fund, and access to 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 Legal Services provides the following services: eviction diversion program, rental assistance, eviction prevention with an eviction defense fund, and access to 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 also identified 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.

Crazy Faith Ministries 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 scarcity 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, rent has increased quickly and is no longer affordable to the voucher holder. 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 would be more proactive and save individuals from the timely struggle of getting back on track. Programs should 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 experiencing poverty and homelessness.

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 are experiencing 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 Annual Performance Report 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:

The City of 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 need 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

Appendix B: Public Participation Materials

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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 COLORADO 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. 10420

AN ORDINANCE APPROVING AMENDMENT NO. 1 FIXED BASE OPERATOR GROUND LEASE AND OPERATING AGREEMENT BY AND BETWEEN THE CITY OF PUEBLO, A COLORADO 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 March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 29, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

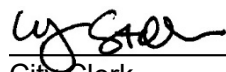
☐ Council did not act to override the Mayor's veto.

☐ 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

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:

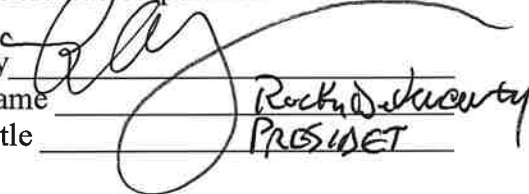
Freeman Holdings of Colorado, LLC
a Colorado limited liability company

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. 10421

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 March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 29, 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.

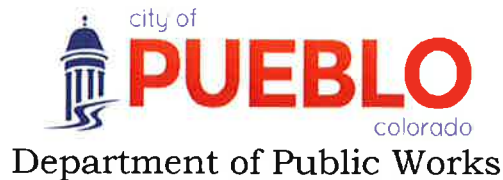
President of City Council

ATTEST



City Clerk

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!

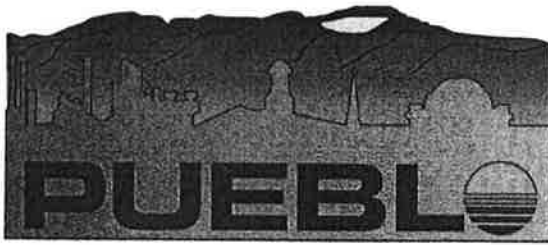


PAYMENT NOT RECEIVED BY DUE DATE WILL
ACCUE INTEREST AT 1.5% EVERY 30 DAYS
WITH A MINIMUM LATE FEE OF \$25.00.

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	\$49,472 00
			\$6,500 00	LESS 10% \$4,947 20
				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	\$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
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	Date 2/28/2022
Director of Housing	Date 2/28/2022
Director of Public Works	Date 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
		ACCOUNT NO.	CD1911	PAY CONTRACTOR----->	\$24,810 30
		P.O. NO.	21002521	COMPLETE	100%

Page 2 of 4

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

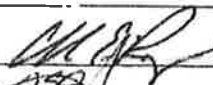
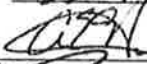
Vendor Name: Cyclone Klean Up
 890 S Cienega Dr
 Pueblo West, CO 81007

P O No: 21002521

Partial Payment No	Three and Final	<i>Finance: Please advertise for last payment</i>	
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
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

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

[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 DUE	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

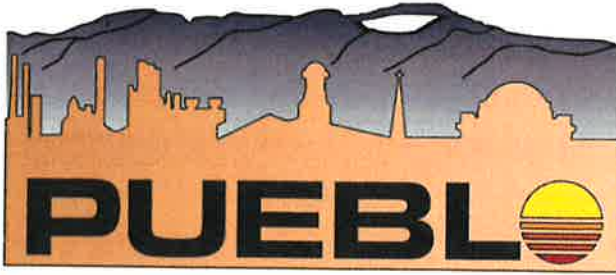
Invoice Total = \$7,156.64

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

Total Payment = \$7,314.09

 $\frac{1}{2} =$

78.73



**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.

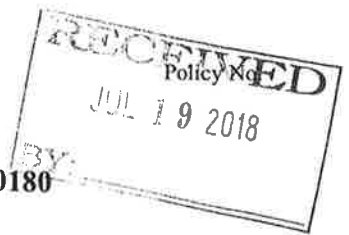
If there is any additional information you may need on the above property, please feel free to give me a call.

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:

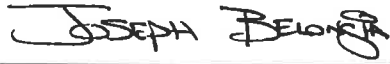
Notice and Order recorded May 29, 2018 at Reception No. 2106607

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.

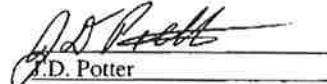
If the repairs are not commenced within the time specified above, the building or structure shall be demolished within ninety (90) days that is no later than _____

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.

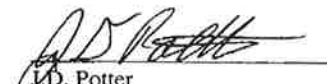
IF ANY REQUIRED REPAIR OR DEMOLITION WORK IS NOT COMMENCED WITHIN THE TIME SPECIFIED, THE BUILDING OFFICIAL MAY ORDER THE BUILDING VACATED AND POSTED TO PREVENT OCCUPANCY AND MAY CAUSE THE WORK TO BE DONE AND CHARGE THE COSTS THEREOF AGAINST THE PROPERTY OR ITS OWNER(S).

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. 10422

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 March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 2023.

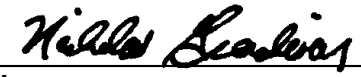


President of City Council

Action by the Mayor:

☒ Approved on March 29, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

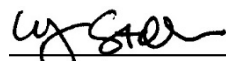
☐ Council did not act to override the Mayor's veto.

☐ 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

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

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!

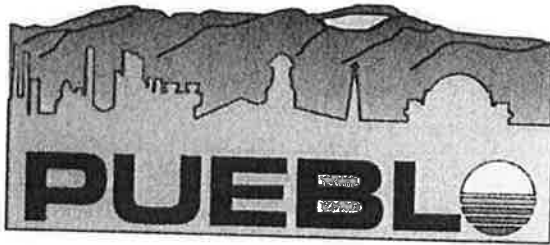


PAYMENT NOT RECEIVED BY DUE DATE WILL
ACCRUE INTEREST AT 1.5% EVERY 30 DAYS
WITH A MINIMUM LATE FEE OF \$25.00.

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
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
Acct. # _____
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: 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

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

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

-2022-2024-

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																																																																																																																								
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<table border="1"> <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="2">100%</td><td colspan="3">PAY CONTRACTOR-----></td></tr> <tr> <td colspan="2"></td><td colspan="2"></td><td></td><td colspan="2"></td><td colspan="2"></td><td colspan="3">\$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		
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Page 345 of 396

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 *

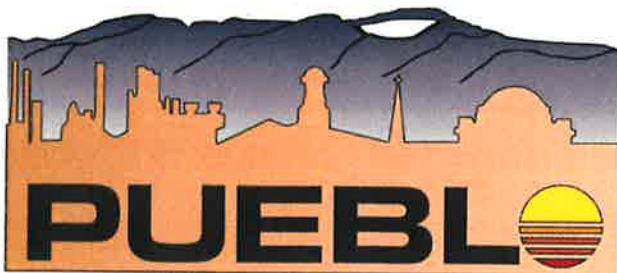
Cyclone Kleen Up Rep.

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.

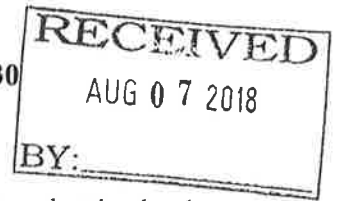
Sincerely,


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:

JOSEPH BELONGIA
Authorized Signature



By: Randy Quirk
Randy Quirk, President
Attest: Michael Gravelle
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 _____

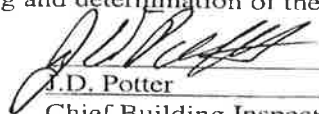
If the repairs are timely commenced as required above, but are not completed within the time specified above for completion, the building or structure shall be demolished within ninety (90) days that is no later than _____

- ☐ 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.

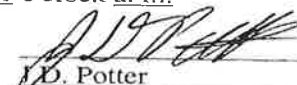
IF ANY REQUIRED REPAIR OR DEMOLITION WORK IS NOT COMMENCED WITHIN THE TIME SPECIFIED, THE BUILDING OFFICIAL MAY ORDER THE BUILDING VACATED AND POSTED TO PREVENT OCCUPANCY AND MAY CAUSE THE WORK TO BE DONE AND CHARGE THE COSTS THEREOF AGAINST THE PROPERTY OR ITS OWNER(S).

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

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. 10423

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 March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 2023 .



President of City Council

Action by the Mayor:

☒ Approved on March 29, 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

Lydia
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 COLORADO 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. 10424

AN ORDINANCE APPROVING A PUBLIC ART DONATION AGREEMENT BETWEEN REID MILLER AND THE CITY OF PUEBLO, A COLORADO 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 March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 2023.



President of City Council

Action by the Mayor:

☒ Approved on March 29, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

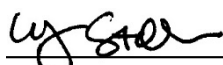
☐ Council did not act to override the Mayor's veto.

☐ 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

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.

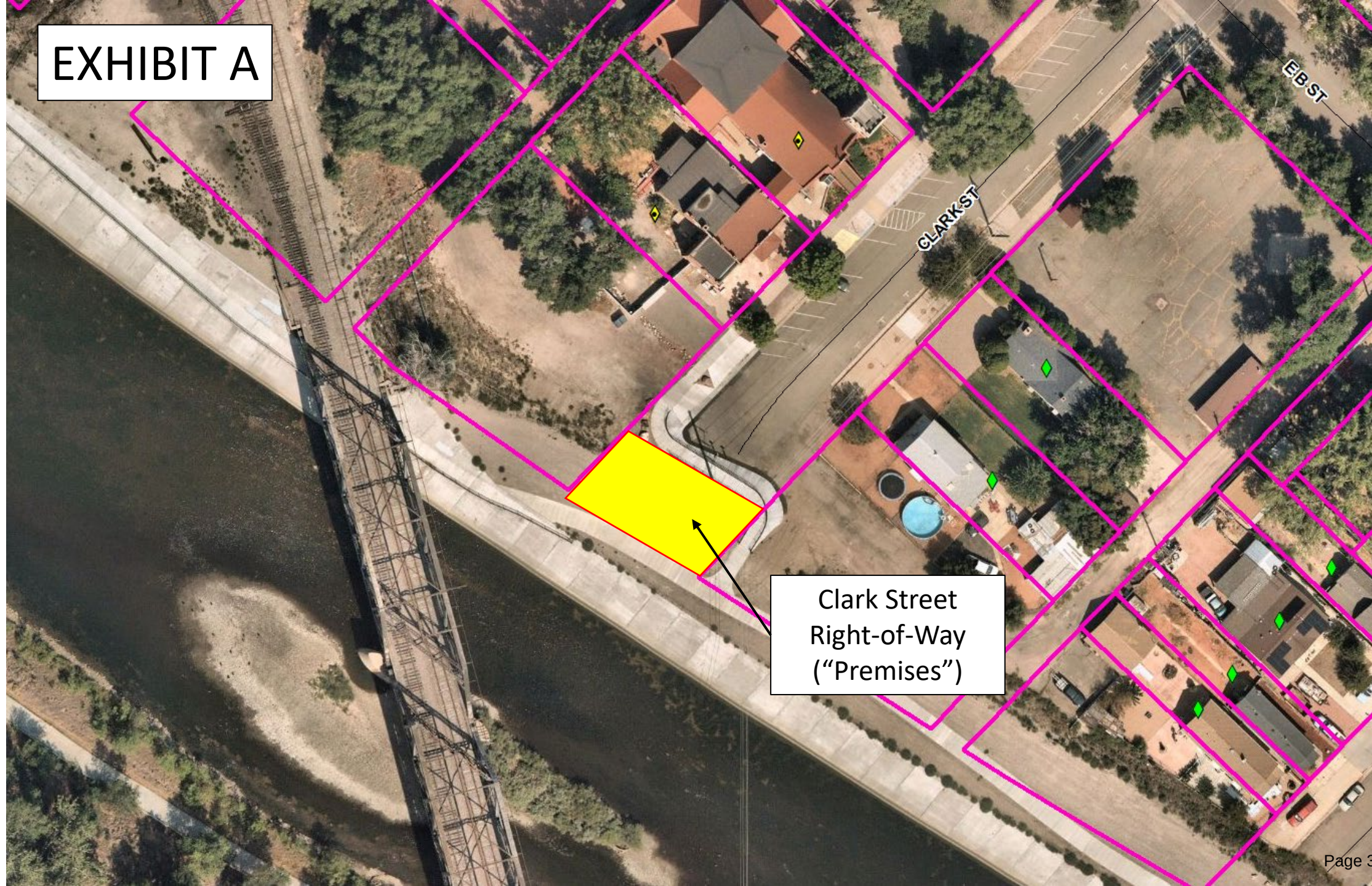
Witness my hand and official seal.

[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 COLORADO 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. 10425

AN ORDINANCE APPROVING A DEFERRED IMPROVEMENTS AGREEMENT BETWEEN MARK DITKOFF AND THE CITY OF PUEBLO, A COLORADO 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 March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on March 29, 2023.
- ☐ Disapproved on _____ based on the following objections:



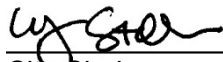
Mayor

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

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>.

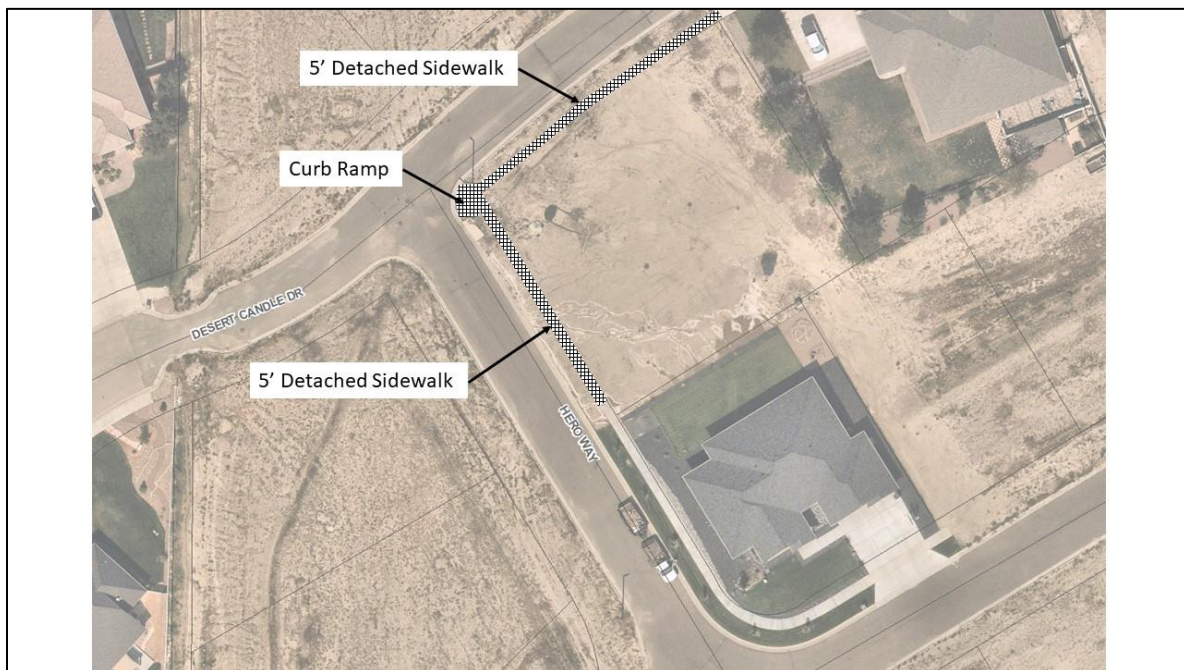


Illustration 1 – Required Public Improvements

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. 10426

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 March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 2023 .



President of City Council

Action by the Mayor:

☒ Approved on March 29, 2023.

☐ Disapproved on _____ based on the following objections:



Mayor

Action by City Council After Disapproval by the Mayor:

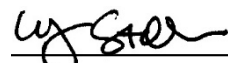
☐ Council did not act to override the Mayor's veto.

☐ 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



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:

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. 10427

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 March 13, 2023.

Final adoption of Ordinance by City Council on March 27, 2023.



President of City Council

Action by the Mayor:

- ☒ Approved on March 29, 2023.
- ☐ Disapproved on _____ based on the following objections:



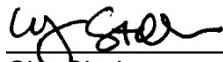
Mayor

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

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.

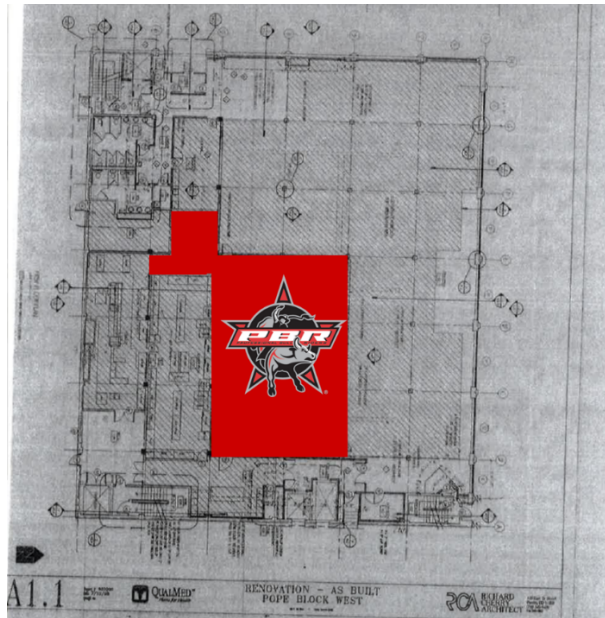
ARTICLE 12 SPACE LOCATION

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